



# **Consultancy from Industry along with Approval Letters**




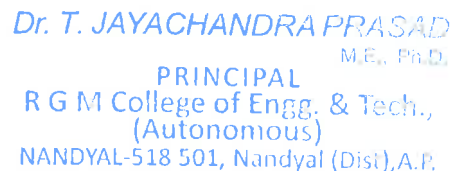
**Details of Consultancy Works**

S.NO	AY	Consultancy Work Title	Name of the Consultant	Amount of consultancy work (Rs.)
1.	2021-22	Design and develop instruments/ systems for measuring the electrical and bio-photon responses from plants and for generating stimulus	SSASR	10,50,000
2.	2020-21	Design, development, Performance Evaluation Facility of solar dryers for long run storage of agriculture produce	Steel Hacks	8,15,000
3.	2019-20	Design, Development, Procurement of instruments required for “Elevator Control System”	Entellus IoT Labs Pvt Ltd	2,15,000

  
Dr. Kethepalli Mallikarjuna  
HOD of ECE

  
KETHEPALLI MALLIKARJUNA  
M.Tech, Ph.D, MISTE, FIETE, MSE  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

  
Dr. T. Jayachandra Prasad  
Principal

  
Dr. T. JAYACHANDRA PRASAD  
M.E., Ph.D.  
PRINCIPAL  
R G M College of Engg. & Tech.,  
(Autonomous)  
NANDYAL-518 501, Nandyal (Dist), A.P.

**RGMCET, NANDYAL**

**Foreign Equipment transaction details**

**Amount Received:**

S.No.	Date	Amount Received
1	04.12.2015	8,50000/-
2	26.04.2016	2,00000/-
<b>Total Amount Received</b>		<b>10,50,000/-</b>

**Amount Spent:**

S.No.	Date	Purpose	Cheque No	Amount	Remarks
1.	15.12.2015	Bank Charges	128629	56/-	Transferred to RGMCET, HDFC Bank, Nandyal to purchase equipment Rs. 8,64,961/- Received from HDFC on 15.03.2016 Rs. 8,64,905/-
2.	16.03.2016	Procurement of Equipment	128634	7,94,997/-	Procurement of Equipment to make payment to ET Entereprises Ltd, Ac. No. 36158904, JP Morgan chase Bank NA, London (sent through to SBI Puttaparthi) o make payment)
				600/-	Puttaparthi Bank Charges
				649/-	Puttaparthi Bank Charges
3.	06.05.2016	Jet Speed Logistics Pvt. Expenses	128638	2,40,278/-	Jetspeed Logistics Pvt Ltd (34729325022) Cheque issued : 2,45,000/- Bill raised : 2,40,278/- Balance pending: <b>4,722/-</b> Rece
<b>Total Amount Spent</b>				<b>10,36,580/-</b>	

Advance Taken : Rs. 10,50,000/-  
Amount Spent : Rs. 10,36,580/-

Balance amount to be returned : **Rs. 13,420/-**

(Rupees: Thirteen thousand four hundred twenty only)

PRINCIPAL

*Dr. T. JAYACHANDRA PRASAD*  
M.E, Ph.D., FIE, FIETE, MNAFEN, MISTE, MISTE  
PRINCIPAL  
R G M College of Engg. & Tech.  
(Autonomous)  
NANDYAL-518 501, Kurnool(Dt), A.P.

*K. Nallu*  
**Dr. KETHEPALLI MALLIKARJUNA**  
B.E, M.Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
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copy

# INDIA NON JUDICIAL Government of Karnataka



सत्यमेव जयते

## e-Stamp

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Purchased by	: "SAI SOCIETY FOR ADVANCED SCIENTIFIC RESEARCH"
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SAI SOCIETY FOR ADVANCED SCIENTIFIC RESEARCH
Second Party	: R G M COLLEGE OF ENGINEERING AND TECHNOLOGY
Stamp Duty Paid By	: SAI SOCIETY FOR ADVANCED SCIENTIFIC RESEARCH
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

*Dr. K. Mallikarjuna*  
**Dr. KETHEPALLI MALLIKARJUNA**  
 B.E, M.Tech, Ph.D, MISTE, FIETE, MIE  
 Professor & HOD  
 Department of ECE  
 RGM College of Engg. & Tech. (Autonomous)  
 NANDYAL - 518 501, Kurnool (Dist), A.P.

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## AGREEMENT

THIS AGREEMENT made at MUDDENAHALLI on this the 28<sup>th</sup> day of October, 2015

BETWEEN:

Sai Society for Advanced Scientific Research,  
C2, Sai Dham, Sathya Sai Grama, Muddenahalli,  
Chikkaballapura District, Karnataka, 562101.

Represented by its Chairman Dr. Prabhakar Rao Gouripeddi

*(Hereinafter referred to as the "Society" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the ONEPART.*

AND

Rajeev Gandhi Memorial College of Engineering and Technology,  
Nerawada 'X' Roads, NH18,  
NANDYAL, Kurnool Dist., A. P. 518501.

Represented by its Principal Dr. Jayachandra Prasad Talari.

*(Hereinafter referred to as the "College" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the OTHER PART;*

WHEREAS :

- A. The Society is a charitable organisation registered under the Karnataka Societies Registration Act, 1960 that supports and carries out scientific research as a social service leading to societal benefits and is presently carrying on research project entitled "Thought-to-Speech (TTS) System" related to the field of healthcare [the 'Research Project'];
- B. The Society is desirous of obtaining the expert consultancy and assistance to design and develop instruments/systems for measuring the "Electrical And Biophoton Responses From Plants And For Generating Stimulus" in relation to the above research project undertaken by the Society;
- C. The College has represented to the Society that it has the requisite expertise and considerable experience in the field of Electronic and Instrumentation to extend the necessary expert consultancy and support to the Society for the above purpose;

PAGE 1 OF 5





  
Dr. KETHAPALLI MALLIKARJUNA  
B.E., M.Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

43

D. The College has agreed to extend expert consultancy and support to the Society and the Society has accepted to receive the same for the purposes of design and development of instruments for measuring the "Responses from plants and for generating stimulus" in relation to the above project undertaken by the Society.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

**1. RESEARCH ASSISTANCE & SUPPORT**

The College agrees to extend its expertise & experience and thereby provide research assistance and support to the Society for the purposes of "Design, Development, Procurement, Installation and Maintenance of instruments required for measuring the "Electrical And Biophoton Responses From Plants And For Generating Stimulus" [the 'Research Assistance & Support']'. The College hereby designates Dr. P. V. Gopi Krishna Rao, Professor, Department of ECE as the chief consultant and he shall be responsible for organising and providing the research assistance on behalf of the College to the Society. The Society shall pay to the College an honorarium of Rupees Five Thousand [Rs.5,000/-] a month for the research assistance and support extended by the College to it. The said honorarium shall be payable within 15 days from the date of receipt of claim from the College.

**2. DURATION**

3. This agreement shall be deemed to have commenced with effect from 1<sup>st</sup> October, 2015 and shall continue to be in force for a period of one [1] year from the date of execution of this agreement or terminated by either or both the parties in accordance with the terms of this Agreement, whichever is earlier. The parties may renew the Agreement at the end of the duration as may be mutually agreed upon. Either party may terminate this Agreement without assigning any reason with one month's prior written notice to the other party.

**4. RESEARCH EXPENDITURE**

The Society shall be responsible to incur and pay for all the direct and indirect expenditure in connection with the research project undertaken by it including that of the cost of equipments, consumables, travel, etc. to meet the overhead costs incurred in production of the instruments and/or the costs otherwise related to this work. However, the College undertakes to assist the Society in procurement and / or development of any equipment which may be necessary for the research project and such procurement and / or development shall be out of the funds of the Society only. The equipment procured and / developed by the College out of the funds of the Society shall always belong to the





  
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NANDYAL - 518 501, Kurnool (Dist), A.P. 44

Society.

## 5. INTELLECTUAL PROPERTY RIGHTS IN RESEARCH

The College acknowledges and agrees that rights in all intellectual property in any process or product resulting from the research project though out of assistance and support rendered by it to the Society including, but not limited to, patent, copyright and trademark rights shall belong to the Society and the College shall have no claim to any such rights.

## 6. CONFIDENTIALITY

The College shall not (i) disclose to any third party any details / information relating to the research activities carried on by the Society including the design of instruments developed by the College [the 'Confidential Information'], (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Society, or (iii) use Confidential Information other than solely for the benefit of the Society.

## 7. DISPUTE RESOLUTION

6.1 The parties shall make endeavours to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder, or the breach hereof. Any Dispute which cannot be resolved through such conciliation within fifteen (15) days or such extended period as the Transferee and the Transferor may agree, shall be finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

6.2 Such arbitration proceedings shall be conducted in Bangalore, or in such other city as the Parties may mutually agree upon. The arbitration proceedings shall be conducted in the English language.

6.3 The arbitrators shall have powers to award and/or enforce specific performance.

## 8. MISCELLANEOUS

7.1 This Agreement is not assignable by the College. The Society may assign this Agreement, in whole or in part, in favour of its Affiliate(s), provided that the Society shall continue to be liable to perform its obligations under this Agreement in the event of non-performance

PAGE 3 OF 5

  
**Dr. KETHEPALLI MALIKARJUNA**  
B.E., M.Tech., Ph.D., MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P. 45



of any obligations by such affiliate(s). In the event that the Society assigns this Agreement to its affiliate(s), all the provisions of this Agreement for the benefit of the Society shall inure to the benefit of and may be exercised by or on behalf of such affiliate(s).

- 7.2 Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.
- 7.3 Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- 7.4 This Agreement contains the entire agreement of the Parties hereto with respect to the transactions envisaged in this Agreement, superseding all negotiations, prior discussions, preliminary agreements, memoranda or heads of agreements made prior to the date hereof.
- 7.5 This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of the Transferor and the Transferee.
- 7.6 This Agreement is solely for the benefit of the parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.
- 7.7 The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- 7.8 This Agreement is entered into in a spirit of goodwill and the parties covenant with each other that each party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party may reasonably require for the purpose of this Agreement.
- 7.9 The College shall, at the request of the Transferee, execute and deliver to the Society all such further instruments, deeds, assignments, assurances and other documents and shall do and perform such further acts and deeds as the Society may reasonably request in





connection with the transfer of ownership of equipments procured and / or developed by the college out of the funds of the Society either on completion of the research or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Society:

(sd) Dr. Prabhakara Rao Gouripeddi,  
Chairman,  
Sai Society for Advanced Scientific Research.  
Sathya Sai Grama; MUDDENAHALLI.

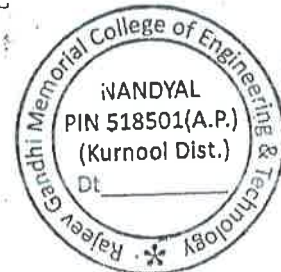


Witness:

(sd) Dr. Hanumantha Rao Naidu Devireddy,  
Secretary,  
Sai Society for Advanced Scientific Research.  
Sathya Sai Grama, MUDDENAHALLI.

College

(sd) Dr. Jayachandra Prasad Talari,  
Principal,  
Rajeev Gandhi Memorial College of  
Engineering and Technology,  
NANDYAL



Witness:

(sd) Dr. Gopi Krishna Rao P. V.,  
Professor, Dept. of ECE,  
Rajeev Gandhi Memorial College of  
Engineering and Technology,  
NANDYAL

Dr. KETHEPALLI MALLIKARJUNA  
B.E, M.Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

## EXTENSION OF CONSULTING AGREEMENT

This EXTENSION OF CONSULTING AGREEMENT ("Agreement") entered into this 28<sup>th</sup> day of September 2016, by and between the Sai Society for Advanced Scientific Research, Muddenahalli ("SSASR") and Rajeev Gandhi Memorial College of Engineering & Technology, Nandyal ("RGMCIET") with Dr. P. V. Gopi Krishna Rao, as the Chief Consultant.


### RECITALS

WHEREAS, the SSASR has an ongoing project on "Thought - to - Speech (TTS) system" related to the field of health care; and

WHEREAS, the SSASR engaged the services of RGMCIET on 28<sup>th</sup> October 2015, by way of a Consulting Agreement, to provide expert consultancy and assistance to Design and Develop instruments/systems for measuring the "Electrical and Biophoton responses from plants and for generating stimulus"; and

WHEREAS, the term of said Consulting Agreement expires on 30<sup>th</sup> September 2016; and

WHEREAS, the SSASR desires to extend that Consulting Agreement for a period of one [1] year to allow the parties ample time to modify the Agreement consistent with changes and needs of the project.



Dr. KETHEPALLI MALLIKARJUNA  
B.E, M.Tech, Ph.D, MISTE, FIETE, M.E  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

**IT IS NOW THEREFORE AGREED:**

1. The Consulting Agreement entered into by and between the Sai Society For Advanced Scientific Research executed on 28<sup>th</sup> October 2015 and which expires on 30<sup>th</sup> September 2016, is extended for a period of one [1] year, and will now expire on 30<sup>th</sup> September 2017.
2. All terms and conditions in the Agreement dated 28<sup>th</sup> October 2015 shall remain in full force and effect except to the extent not modified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28<sup>th</sup> day of September 2016.

Society:

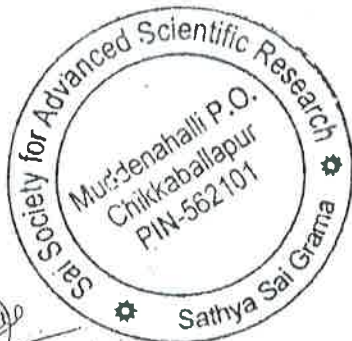
(sd) Dr. Prabhakar Rao Gouripeddi,  
Chairman,  
Sai Society for Advanced Scientific  
Research,  
Satya Sai Grama, MUDDENAHALLI.

College:

(sd) Dr. Jayachandra Prasad Talari,  
Principal,  
Rajeev Gandhi Memorial College of  
Engineering & Technology,  
NANDYAL.

Witness:

(sd) Dr. Hanumantha Rao Naidu Devireddy,  
Secretary,  
Sai Society for Advanced Scientific  
Research,  
Satya Sai Grama, MUDDENAHALLI.



Witness:

(sd) Dr. Gopi Krishna Rao P. S. S. S.,  
Professor, Dept. of ECE,  
Rajeev Gandhi Memorial College of  
Engineering & Technology,  
NANDYAL.



**Dr. KETHERALLI MALLIKARJUNA**  
B.E., M.Tech., Ph.D., MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kumool (Dist), A.P.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
S.No. 55 Date: 07/01/2017 Rs 50/-

Dr. T. Jaya Chandra Prasad s/o. T. Rajakumar. Principal  
Rajeev Gandhi Memorial College of Engg & Tech. Nandyal

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Kumool (Dist), Cell: 99497

**Agreement for Transfer of Technology from  
RGM College of Engineering and Technology, Nadyal-518501  
(ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer)  
To M/s Steelhacks Industries, Vithal Udyognagar-388121**

This agreement is executed on this 07-01-2017 at Nandyal between RGM College of Engineering and Technology, Nandyal-518501 (hereinafter called RGM CET) represented through its Principal, Dr. T. Jayachandra Prasad (which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assignees) on the other part.

AND

M/s Steelhacks Industries, GIDC 525, Vithal Udyognagar-388121 (hereinafter called UNISOL) represented through its Partner, Mr. Chintan Pandya (which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assignees) on the one part

WHEREAS RGM CET is Technical Education & Research Institute engaged in teaching and developing new products in Energy Technology through R&D efforts and also takes Renewal Energy Technology Projects on consultancy basis.

*K. Palli Malikarjuna*  
Dr. KETHUPALLI MALIKARJUNA  
B.E., M. Tech, Ph.D., MISTE., FIETE., MIE  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
Kumool - 518 501, Kumool (Dist), A.P.

*Chintan Pandya*

WHEREAS, UNISOL is a manufacturer Solar Thermal systems (water heaters & dryers).

WHEREAS, UNISOL has expressed its desire to obtain life time technology rights for the manufacture and marketing of the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer.

AND WHEREAS, RGM CET is agreeable to supply the technology developed by it for ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer to UNISOL for commercial exploitation.

NOW it is hereby mutually agreed by and between the two parties as follows:

1. RGM CET shall supply drawings and specifications so as to enable UNISOL to manufacture the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer.
2. UNISOL agrees to develop system with the estimated cost of Rs. 5,50,000/- and the RGM CET agrees to carry out design, development, and evaluation of a ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer in its premises.
3. RGM CET shall provide reasonable technical assistance to UNISOL during initial production of the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer.
4. UNISOL shall have the exclusive rights to manufacture the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer for a period of three years from the date of signing this MoU. At the end of the three years period UNISOL will have the first option to obtain the life time exclusive rights for the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer.
7. UNISOL agrees that the technical information, designs, drawings, technical know-how, etc. supplied under this agreement shall be treated in strict confidence with utmost secrecy and in no case any drawing, design, information or technical know-how supplied under this Agreement shall be made available or transferred or passed on to any party or parties in any manner whatsoever.
8. All the components purchased or manufactured by UNISOL for the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer shall conform to the standards and quality laid down by RGM CET. RGM CET reserves the right to carry out the inspection in this behalf.
9. UNISOL shall make no technical change to the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer Design without the written approval of RGM CET. UNISOL can, however, make changes in vendor specific component sourcing.
10. After successful development and performance analysis of the ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer the UNISOL adapt the design for commercialization requirements.

  
  
R. NALL  
M.Tech, Ph.D, MISTE, FIET  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
KUMSOL - 518 501, Kurnool (Dist), A.P.

#### 11. PAYMENT TO RGM CET

In consideration of supplying the technology of ETC with Heat Pipe based Hot Fluid Generator Equipped Solar Dryer for manufacturing and marketing under Clause Nos. 1 to 10 above UNISOL shall pay to RGM CET R&D fee of 10 % of the total value of the each system.

- i. 5% of the total value of the system at the time of order booking.
- ii 5% of the total value of the system after successful installation.

#### 12. VALIDITY

This Agreement shall be valid for a period of three (3) years beginning from the date of execution.

#### 13. TERMINATION

During the tenure of the agreement, if either party commits a substantial breach of this agreement, the party not in default shall instruct, through a written notice, to the defaulting party to rectify the breach committed within a period of 30 days from the date of the written notice.

If the defaulting party fails to rectify the above mentioned breach within the stipulated time period of 30 days, the party not at fault can terminate this agreement by giving the defaulting party 30 days notice in writing of its intention to do so.

During the tenure of this agreement, either party shall have the right to terminate this agreement immediately in the event of other party making an arrangement of composition with creditors or having winding up order against them or going into compulsory or voluntary liquidation except for the purpose of UNISOL reconstruction.

In the event of reorganization or merger of UNISOL, RGM CET shall have option to terminate this agreement.

#### 14. ARBITRATION

In event of any difference or disputes between the parties hereto on construction or interpretation of this agreement or any clauses herein contained any other matter connected herewith or the rights, duties and obligations of either party hereunder, the dispute and/or difference shall be referred to arbitration to be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or its amendment thereof, The venue of arbitration, if necessitated, shall be at Nandyal. Notwithstanding these provisions the parties bind themselves whenever and wherever possible to fulfill this agreement in a spirit of goodwill and cooperation for the prevention of dispute and to furtherance of their mutual interests.

  
  
**Dr. KETHEPALLI MALLIKARJUNA**  
B.E., M.Tech, Ph.D, MISTE, FIETE, A.E  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

**15. JURISDICTION**

The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Courts in Nandyal (AP) only with regards to any question or matter arising out of this Agreement or any other matter document that may be executed by the parties hereto or any of them in pursuance hereof or arising here from.

IN WITNESS WHEREOF the parties have signed this agreement on the day and month above written.

For and on behalf of  
RGM College of Engineering and Technology,  
Nandyal -518501

For and on behalf of  
M/s Steelhacks Industries,  
Vithal Udyognagar-388121

**FOR, STEELHACKS INDUSTRIES**  
**FOR, STEELHACKS INDUSTRIES**  
**PARTNER**  
**PARTNER**

*[Signature]*  
**Dr. T. JAGANNADRA PRASAD**  
M.E., D. FIE, FIETE, MNAFEN, MISTE, MIETE  
Principal  
PRINCIPAL  
R G M College of Engg. & Tech.  
(Autonomous)  
NANDYAL-518 501, Kurnool (Dist), A.P.



*[Signature]*  
Mr. Chintan Pandya  
Partner

*[Signature]*  
B. Vinod Kumar.

Witness : Dr. V. Siva Reddy

Witness : B. Vinodkumar

*[Signature]*

**Dr. KETHEPALLI MALLIKARJUNA**  
B.E, M.Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
RGM College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

**CONSULTING AGREEMENT  
("AGREEMENT")**

THIS AGREEMENT made at RGM CET, Nandyal, on this the 10<sup>th</sup> day of JULY, 2020.

**BETWEEN:**

Entellus IoT Labs Pvt Ltd.,  
2-2-185/53/A, 1<sup>st</sup> Floor, Somasundar Nagar,  
DD Colony, Bagh Amberpet,  
Hyderabad, Telangana,  
India - 500013.

Email: info@entellus.io

Represented by its Managing Director, P. Jitendra Kumar

*(Hereinafter referred to as the "Company" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the ONEPART.*

**AND**

Rajeev Gandhi Memorial College of Engineering and Technology (RGM CET),  
Nerawada 'X' Roads, NH - 40 (old NH-18),  
NANDYAL, Kurnool Dist., A. P. 518501.

Represented by its Principal Dr. Jayachandra Prasad Talari.

*(Hereinafter referred to as the "College" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the OTHER PART;*

*Jitendra Kumar*

*K. Nallu*

*Ji*

Dr. KOTHEPALLI MALLIKARJUNA  
M.Tech, Ph.D, MISTE, FIETE, M.E  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
Nandyal, Kurnool Dist., A.P.

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CIN: U72900TG2019PTC137759  
H. No. 2-2-185/53A, Somasundarnagar, DD Colony, Hyderabad -13  
83746 23170 | www.entellus.io



**WHEREAS:**

- A. The Company is a commercial entity carries out product development, supply service of electronic and automatic systems and presently the Company is working on IoT Projects. [the 'Project'];
- B. The Company is desirous of obtaining the expert consultancy and assistance to design and develop Elevator control system project undertaken by the Company;
- C. The College has represented to the Company that it has the requisite expertise and considerable experience in the field of Electronic and Instrumentation to extend the necessary expert consultancy and support to the Company for the above purpose;
- D. The College has agreed to extend expert consultancy and support to the Company and the Company has accepted to receive the same for the purposes of design and development of Elevator control system to the above project undertaken by the Company.

**NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERE TO AGREE AS FOLLOWS:**

**1. RESEARCH ASSISTANCE & SUPPORT**

The College agrees to extend its expertise & experience and thereby provide research and consultancy assistance and support to the Company for the purposes of Design, Development, Procurement of instruments required for "Elevator Control System" [the 'Project Assistance & Support']. The College hereby designates **Dr. P. V. Gopi Krishna Rao, Professor, Department of Electronics & Communication Engineering** as the chief consultant and he shall be responsible for organising and providing the research and consultancy assistance on behalf of the College to the Company. The Company shall pay to the Collegian honorarium of Rupees 2,50,000.00 ( Two Lakhs Fifty Thousand Rupees Only) for the project duration for the project assistance and support extended by the College to it. The said honorarium shall be payable within 15 days from the date of receipt of claim from the College.

**2. DURATION**

This Agreement shall be effective immediately on execution of this Agreement by both the parties and shall continue to be in force for a period of one [1] year from the date of execution of this agreement or terminated by either or both the parties in accordance with the terms of this Agreement, whichever is earlier. The parties may renew the Agreement at the end of the duration as may be mutually agreed upon. Either party may terminate this Agreement without assigning any reason with one month's prior written notice to the other party.

J. S. Tendulkar

  
**THEPALLI MALLIKARJUNA**  
B.E., M.Tech, Ph.D., MISTE, FIETE, IETE  
Professor & HOQ  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
KUNDYAL - 518 501, Kurnool (Dist), A.P.



### 3. PROJECT EXPENDITURE

The Company shall be responsible to incur and pay for all the direct and indirect expenditure in connection with the research project undertaken by it including that of the cost of equipment's, consumables, travel, etc. to meet the overhead costs incurred in production of the instruments and/or the costs otherwise related to this work. However, the College undertakes to assist the Company in procurement and / or development of any equipment which may be necessary for the project and such procurement and / or development shall be out of the funds of the Company only. The equipment procured and / developed by the College out of the funds of the Company shall always belong to the Company.

### 4. INTELLECTUAL PROPERTY RIGHTS IN RESEARCH

The Company and the College acknowledges and agrees that rights in all intellectual property in any process or product resulting from the project though out of assistance and support rendered and received by them including, but not limited to, patent, copyright and trademark rights shall belong to the Company and the Collegian.

### 5. CONFIDENTIALITY

The College shall not (i) disclose to any third party any details / information relating to the research activities carried on by the Company including the design of instruments developed by the College [the 'Confidential Information'], (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

### 6. DISPUTE RESOLUTION

6.1. The parties shall make endeavours to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder, or the breach hereof. Any Dispute which cannot be resolved through such conciliation within fifteen (15) days or such extended period as the Transferee and the Transferor may agree, shall be finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

6.2. Such arbitration proceedings shall be conducted in Hyderabad, or in such other city as the Parties may mutually agree upon. The arbitration proceedings shall be conducted in the English language.

6.3. The arbitrators shall have powers to award and/or enforce specific performance.

3/1/2018



THEPALLI MALLIKARJUNA  
E. M.Tech, Ph.D, MISTE, FIETE, M  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
KURNOOL - 518 501, Kurnool (Dist), Andhra Pradesh



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## 7. MISCELLANEOUS

- 7.1. This Agreement is not assignable by the College. The Company may assign this Agreement, in whole or in part, in favour of its Affiliate(s), provided that the Company shall continue to be liable to perform its obligations under this Agreement in the event of non-performance of any obligations by such affiliate(s). In the event that the Company assigns this Agreement to its affiliate(s), all the provisions of this Agreement for the benefit of the Company shall inure to the benefit of and may be exercised by or on behalf of such affiliate(s).
- 7.2. Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.
- 7.3. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- 7.4. This Agreement contains the entire agreement of the Parties hereto with respect to the transactions envisaged in this Agreement, superseding all negotiations, prior discussions, preliminary agreements, memoranda or heads of agreements made prior to the date hereof.
- 7.5. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of the Transferor and the Transferee.
- 7.6. This Agreement is solely for the benefit of the parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.
- 7.7. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- 7.8. This Agreement is entered into in a spirit of goodwill and the parties covenant with each other that each party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party may reasonably require for the purpose of this Agreement.

Attended

*K. Palli*

DR. THEPALLI MALLIKARJUNA  
B. M. Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
KURNOOL - 518 501, Kurnool (Dist), A.P.

*[Signature]*

PAGE 4 OF 5

7.9. The College shall, at the request of the Transferee, execute and deliver to the Company all such further instruments, deeds, assignments, assurances and other documents and shall do and perform such further acts and deeds as the Company may reasonably request in connection with the transfer of ownership of equipments procured and / or developed by the college out of the funds of the Company either on completion of the research or termination of this Agreement.

Two originals. This Agreement is executed in two (2) originals, each of which shall be deemed an original and together shall constitute one and the same Agreement, with one original being delivered to each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

*[Signature]*  
Company

P. Jitendra Kumar  
Managing Director



College

*[Signature]*  
Dr. Jayachandra Prasad  
Principal

Dr. T. JAYACHANDRA PRASAD  
M.E, Ph.D., FIE, FIETE, MNAFEN, MISTE, MIEEE  
PRINCIPAL  
R G M College of Engg. & Tech.  
(Autonomous)  
NANDYAL-518 501, Kurnool(Dt), A.P.

Witness:

1. Dr. P. V. Gopi Krishna Rao  
Professor, Dept. of ECE  
Rajeev Gandhi Memorial College of Engineering & Technology  
Nandyal - 518501, Kurnool (Dt)  
Andhra Pradesh

*[Signature]*  
10/7/2020

2. Dr. A. Sathish

Dr. A. SATHISH, M.E, Ph.D, MISTE, MIETE  
Professor & HOD  
Electronics and Communication Engineering  
R G M College of Engineering & Technology  
(Autonomous)  
NANDYAL-518 501, Kurnool (Dist), A.P

*[Signature]*  
10/7/2020

*[Signature]*  
Dr. KETHEPALLI MALLIKARJUNA  
M.E, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
R G M College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

# INVOICE

**REMIT TO:** The Principal  
Consultant Rajeev Gandhi Memorial College of Engg. &  
Name: Tech.,  
Nandyal - 518501, Kurnool (Dt).  
Andhra Pradesh

INVOICE #: RGM-ENIOT/02/20-21  
DATE: 28/03/2021

**BILL TO:** Entellous IoT Labs Pvt Ltd.,  
H.No 2-2185/53A, Somasundarnagar,  
DD Colony, Hyderabad - 13

DATE(S) OF SERVICE	DESCRIPTION	AMOUNT (Rs)
18/07/ 2020 to 12/02/ 2018	Bill for services towards Design and development instruments/systems with TOP, LOP, Cabin Control system using CAN protocol with ARM Cortex M3 processor, incorporating PID algorithm for closed loop application and multiprocessor communication along with Onboard entertainment system with contactless operation etc. as per the agreement dated 10 <sup>th</sup> July 2020.	1,50,000.00
<b>TOTAL DUE</b>		<b>1,50,000.00</b>

I certify that services have been provided/completed as described above.

Signature of College Head

Dr. T. JAYACHANDRA PRASAD  
M.E., Ph.D.

PRINCIPAL  
R G M College of Engg. & Tech.,  
(Autonomous)  
NANDYAL-518 501, Nandyal (Dist), A.P.

I approve payment of this invoice:

Signature of Consultant



Dr. K. THEPALLI MALIKARJUNA  
M.Tech, Ph.D, MISTE, FIETE, MIE  
Professor & HOD  
Department of ECE  
College of Engg. & Tech. (Autonomous)  
NANDYAL - 518 501, Kurnool (Dist), A.P.

# INVOICE

**REMIT TO:** The Principal  
Consultant Rajeev Gandhi Memorial College of Engg. &  
Name: Tech.,  
Nandyal - 518501, Kurnool (Dt).  
Andhra Pradesh

INVOICE #: RGM-ENIOT/01/20-21  
DATE: 14/11/2020

**BILL TO:** Entellous IoT Labs Pvt Ltd.,  
H.No 2-2185/53A, Somasundarnagar,  
DD Colony, Hyderabad - 13

DATE(S) OF SERVICE	DESCRIPTION	AMOUNT (Rs)
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<b>TOTAL DUE</b>		<b>1,00,000.00</b>

I certify that services have been provided/completed as described above.

Signature of College Head

Dr. T. JAYACHANDRA PRASAD  
M.E., Ph.D.  
PRINCIPAL  
R G M College of Engg. & Tech.,  
(Autonomous)  
NANDYAL, 518 501, Nandyal (Dist), A.P.

I approve payment of this invoice:

Signature of Consultant



Dr. THEBALI MALLIKARJUNA  
B.E., M.Tech., Ph.D., MISTE, FIETE,  
Professor & HOD  
Department of ECE  
R.G.M. College of Engg. & Tech. (Autonomous)  
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