



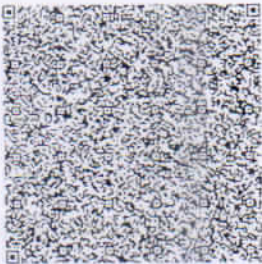
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL291836298210420
Certificate Issued Date	: 15-Dec-2016 03:35 PM
Account Reference	: IMPACC (IV)/ dl938203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL291836298210420
Purchased by	: ALS SATELLITE EDUCATION PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ALS SATELLITE EDUCATION PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: ALS SATELLITE EDUCATION PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

Franchise Agreement (ALS Satellite Education Private Limited)

Location : Agartala

Centre Address : Holy Cross College-ALS-IAS Coaching Center, Old Sishu Bihar Complex, Minister Quarter Lane, Agartala - 799001

Parties : ALS Satellite Education Private Limited & Holy Cross College



*L. Immanuel*

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.stampstamp.com](http://www.stampstamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## FRANCHISEE AGREEMENT

This FRANCHISEE AGREEMENT ("Agreement") is made and entered into this 3rd June 2017 at New Delhi.

### BETWEEN

ALS Satellite Education Private Limited, a company incorporated under the Companies Act, 1956, having its registered office 1<sup>st</sup> & 2<sup>nd</sup> Floor, Aggarwal Auto Mall, A Block, Plot 2, Shalimar Place district, New Delhi - 110088 (hereinafter referred to as the "Franchisor", which expression shall include its successors and assigns) OF THE ONE PART,

- AND

Holy Cross College (hereinafter referred to as the "Franchisee", which expression shall their heirs, administrators, executors and permitted assigns) OF THE OTHER PART.

(Hereinafter, "Franchisor" and "Franchisee" shall collectively be referred to as the "Parties" and individually as the "Party".)

- A. The Franchisor ALS Satellite Education Pvt Ltd in the business of providing coaching for IAS through face to face and through tele -education Program operated under the name and mark 'ALS'
- B. The Franchisee has, after assuring and confirming with the System of the Franchisor, approached the Franchisor for obtaining a Franchise for the purpose of conducting the Franchise business through its education Centre. The Franchisee confirms and acknowledge that the taking of Franchise for IAS preparatory classes from the Franchisor is out of its own accord understanding the risk in business preposition.
- C. In terms of understanding between the parties, the parties herein are executing this Agreement subject to the terms and conditions agreed herein below.

IT IS THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. DEFINITIONS

In this Agreement, the following words shall have the meaning ascribed hereto in this Agreement:

'Agreement' means this Agreement executed between Parties including all the annexures, schedules, exhibits and addendums thereof and any amendments made therein from time to time.

('FRANCHISE CENTRE') means the Centre which is to be set up and operated at Holy Cross College-ALS-IAS Coaching Center, Old Sishu Bihar Complex, Minister Quarter Lane, Agartala - 799001

The MAP of the Franchise Centre duly certified by the Architect is attached to this agreement.

Competing Business' means a business engaged in providing preparatory classes for IAS course.



'Confidential Information' means and includes the Advisory, Circulars, Notices, Marks, Instructions including other documents, data, materials, content, files, techniques, processes, plans, competitive information and databases, designs, reports, lists, business methods, commercial, financial, technical, trade secrets, know-how, student's data, training process details, secrets of business involved, including without, computer readable media, limitation data, drawings, films, documents etc relating to the System, imparted or made available by the Franchisor to the Franchisee, which is (i) designated as confidential, (ii) known by the Franchisor to be considered confidential, or (iii) by its nature inherently or reasonably be considered confidential.

'Course' IAS preparatory classes offered by ALS.

'Intellectual Property Rights' includes intellectual property rights associated with the Marks owned by the Franchisor including patents, trademarks, trade names, copyrights, processes and designs in Course contents and materials prepared by the Franchisor (whether registered or not)

'Tele-education Program' means the Courses offered by the Franchisor through Telecommunication facilities wherein the courses will be conducted by the faculty members of ALS in Central Studios and shall be delivered to students in the FRANCHISE CENTRE(s).

'Assigned Area' means the area within municipal limits of the Franchise Centre.

## 2. RIGHT TO RUN FRANCHISE

- (a) Franchisor hereby grants to the Franchisee, an exclusive, non assignable and non-transferable Franchise and the Franchisee accepts and undertakes, pursuant to the terms and conditions of this Agreement, to operate the Franchise Business through the FRANCHISE CENTRE, to offer preparatory classes for IAS COURSE and to use the System, brand and trade names of the Franchisor, the Intellectual Property. Franchisee acknowledges and agrees that this Agreement affords no right, title or interest in or to additional Franchise s or any right to acquire additional Franchise s or Assigned Area, nor does it obligate Franchisor in any way to grant any additional Franchise s or Assigned Area to Franchisee;
- (b) The Franchisee specifically agrees that it has been appointed as a Franchisee on a exclusive basis for the Assigned Areas mentioned in this Agreement. The Franchisee confirms that the Franchisor shall be free to either open its own Franchise Centre or appoint more FRANCHISE CENTRE(s) either outside the Assigned Area;
- (c) The Franchisee is authorised to operate and generate business in Assigned Area at its own cost and expense. The Franchisee is further authorized to use the IPR and offer the following Course:

ALS (preparatory coaching classes for IAS course)

- (a) The Franchisor grants to the Franchisee, the rights within the Assigned Area to:
  - (a) Establish and operate the Franchise Business at the Franchise Centre; and
  - (b) Use the marks of the Franchisor for a limited purpose as mentioned in this Agreement.

## 3. TERM

This Agreement is valid for a period of three year commencing from 01, June 2017 and shall expire on 01, June 2020 (hereinafter referred to as the "Term") unless terminated earlier in accordance with this Agreement.



*[Handwritten signature]*

#### 4. One Time Franchise Fee

The Franchisee shall pay nil franchise fees to the Franchisor.

#### 5. Franchisee Share in Revenue

- (a) The Franchisor shall pay to the Franchisee, a service fee as per the following slabs on Annual revenue. This fee is excluding of service tax and subject to TDS. (Franchisee Share).
- Below 50 Lacs - 37%
  - Between 50 lacs to 1 Crore - 36%
  - Above 1 Crore - 35%
- (b) The Franchisor shall collect the program fees from students via its Website (payment gateway), Cheque, Demand draft or cash. The franchise in all the cases has to direct the student to use the various mentioned payment methods to remit program fees to ALS Satellite Education Pvt Ltd. Under no circumstance the Franchisee is allowed to take program fees from student in the Franchise name. The Franchisor shall remit the Franchisee their revenue share of the collections on a fortnightly basis.
- (c) The Franchisee is responsible for collection of any unpaid fees in from the student under any instalment program launched by the Franchisor.
- (d) The Franchisor shall reimburse the Franchisee the pre-approved expenses of photocopying, print outs, marketing expenses, courier charges on actuals after the deposition of supporting bills and other documents by franchisee.

#### 6. VSAT Maintenance Charges

There shall be an Annual Maintenance Charge of Rs.10,000/- (rupees ten thousand only) to be paid by Franchisee to Franchisor towards field support and maintenance of VSAT during the validity of this agreement or any renewed term thereto.

#### 7. PREREQUISIT BY FRANCHISEE

Franchisee agrees that throughout the Term of this Agreement the Franchisee shall provide to the Franchisor, 'Services' which includes services required to fulfill the obligations of the Franchisee under this Agreement, providing IAS preparatory classes to the Students, to maintain the Franchise Centre, including provision of infrastructure services, personnel deployment and management and administrative services, students services and any other services which may be conveyed to franchisee during the term of agreement ('Services');

#### 8. SETTING UP OF THE FRANCHISE CENTRE

- (a) The Franchisee confirms to the Franchisor that the Franchisee has procured a premise for the establishment and operation of Franchise Centre for a minimum period of three year with additional rights to extend the lease for a further period and agree that it shall not utilise the Franchise Centre except for the classes of ALS.



*[Handwritten signature]*



- (b) The Franchisee shall establish and commence the operation of the Franchise Centre within one month from the date of execution of this Agreement failing which franchisee may loose the franchisee and the franchisee fee shall be forfeited;
- (c) The Franchise Centre shall be prepared by the franchisee as per standard design provided by the Franchisor in due compliance of law in force relating to running of the said franchisee centre including all health, occupational and other safety norms, as may be prescribed from time to time by the statutes, government authorities and bodies, while carrying out the operation of the FRANCHISE CENTRE and to have valid insurance during the validity of this agreement or any renewal thereto, against all risks and third party insurance against all possible liabilities including the misshaping with employees and students;
- (d) The Franchisee accepts that there will be no relocation of the Franchise Centre by the Franchisee without written permission by franchisor
- (e) The Franchisee accepts and confirms that the Franchisor shall have the right to change the faculty, modify the course/content/schedule including the right to upgrade, modify or alter the Course, course content and curriculum, revise the Program Fee, use of new and additional technology and equipments.
- (f) The Franchisee shall not permit unauthorised students attend the Course;
- (g) The franchisee confirms and agrees that VSAT set up cost will be borne by the franchise and will be property of the franchise shall ensure to update the equipment including the hardware and software (legal software only) and infrastructure from time to time and shall keep ALS indemnified from all claims relating to use of pirated software. The Franchisee shall ensure adequate power backup to ensure that the classrooms remain operational;
- (h) It is agreed between the parties to this agreement that for any college tie up done by the Franchisee the cost of the VSAT equipment installed at the college has to be borne by either the college or the Franchisee. ALS share from the revenue generated in college tie up will range between 70 to 75% with the remainder to be shared between the college and the Franchise.
- (i) Further in case of a college tie up where servicing of the student will have to take place at the Franchise Centre the same revenue share will apply as per this Agreement. However the cost of the share given to college shall be shared equally by both parties to this agreement.
- (j) It is agreed by the franchisor that in furtherance of the functioning of franchisee centre all cost of study material including books, notes, photocopy expense of assessments/test series shall be borne by ALS.
- (k) Franchisee acknowledges and accepts that the Franchisor's representatives shall have the right to enter the Franchise Centre during business hours to examine the Franchise Centre and to notify any deficiency, unsatisfactory condition or non-compliance, which shall promptly be cured by franchisee.
- (l) That the Franchisee agree and confirm that the classes/coaching as provided by ALS are student centric and not faculty centric, the franchisor has full right to change the faculty for any subject, even during the continuance of the batch for which the student has enrolled with ALS. The Franchisee by signing this



*Dr. Emmanuel*

instant Agreement unconditionally agree and confirm that the terms of this Agreement shall supersede all any oral assurance/s as given to Franchisee and any oral/written assurance/s, by any one be that it be the representative of ALS or Franchisee, which is in contradiction with the terms of this Agreement, shall be null and void.

- (m) That the Franchisee agree and confirm that in the event of leakage of Faculty Videos from the center the Franchisee will be liable to penalty as imposed by franchisor and to indemnify the faculty and franchisor for actual loss.

#### 9. THE FRANCHISE CENTRE:- FUNCTIONING

During the subsistence of franchisee arrangement, Franchisee assures and confirms:

- (a) To maintain Minimum two classroom with VSAT setup in good condition including development of the Franchise Centre in consideration of the facilities to students and the directions by ALS;
- (b) To advertise and promote the Franchise Business through common trainings, promotions, contests, events etc.
- (c) To comply the directions pertaining to infrastructure and equipments as prescribed by the Franchisor including the hiring of Centre Counsellor, Class Co-ordinator, Centre Manager/Business Development Executive as mandatory staffing requirements at the centre at the cost and expenses of the Franchise;
- (d) To permit the Franchisor's duly authorised personnel to inspect the premises, infrastructure, financial records, software and hardware;
- (e) To provide correct and up to date details qua the number of students attending the Courses as well as students enrolled for the Course at the FRANCHISE CENTRE.

#### 10. ADVERTISEMENT

- (a) It is agreed by the franchisee that all local marketing (hoarding, pole kiosk, newspaper ad, sunpack, canopy, posters, leaflets, flex banner, standee, cable ad, radio ad, tv ad etc) shall be done by the Franchise and the cost for the same shall be fully borne by the Franchise.
- (b) It is agreed by franchisor that all National level marketing (google ads, youtube, twitter, facebook, Book Ads, Website ads, Blogging Ads etc) shall be done by ALS and the leads generated from these activities shall be shared with the Franchise. The Franchisor shall also advertise itself in national magazines such as competition wizard etc.
- (c) Artwork for all marketing purpose shall be provided by ALS;
- (d) Leaflet, Posters, DVD, Prospectus, Brochure shall be provided by ALS;
- (e) Incenter branding has to be done by the centre and the guidelines issued by ALS has to be followed by the Franchises for in centre branding;
- (f) It is agreed between the parties to this agreement that Seminars have to be organized locally by Franchisee whereas ALS will only pay for the travel and lodging of the Faculty. The Franchisee can later raise a debit



*Z. Emmanuel*



note to ALS claiming 50% of the Seminar cost of the expenses incurred after the prior written approval from ALS by the franchisee.

- (g) The cost of Academic Mentors who will be sent by ALS from Delhi to the Franchisee location shall be borne by the Franchisee. The Academic Mentor shall view the classes sitting at the franchisee centre along with assisting students with their Academic queries.

#### 11. PROGRAM FEES AND COLLECTION

- (a) The Franchisee shall ensure that the program fees is collected from student using website (payment gateway) or by using cheque, DD in favour of ALS Satellite Education Pvt Ltd or depositing cash in ALS Satellite Education Pvt Ltd bank account. The Franchise share shall be remitted fortnightly and both the parties shall bear their portion of the service tax.
- (b) The Franchisee ensure to comply all directions relating to concessions, schemes, student-rewards and discounts mandated by the Franchisor, including transit/transfer/referral schemes as notified from time to time.

#### 12. ACCOUNTS

- (a) Franchisee shall maintain, during the Term of this Agreement, and for at least four (4) years from the date of their preparation complete books and accounts relating to franchisee business including records relating to all receipts, payments and shall furnish any information as may be required by the Franchisor to examine, audit and take copies of the books and accounts;

#### 13. DUTIES OF THE FRANCHISOR

- (a) The Franchisor shall have the right to revise the Program Fees and shall notify the Franchisee accordingly;
- (b) For any payment mode used by the student apart from payment gateway the Franchise shall issue receipt to the students confirming their enrolment
- (c) The Franchisor shall have the right to withhold Franchisee's access to ALS transmission, video archives and the learning management interface in case of any breach by franchisee to the terms of this agreement including the non-deposition of fee as collected from students;

#### 14. CONFIDENTIAL INFORMATION

Franchisee agrees that it shall treat and hold the Confidential Information of the Franchisor with all reasonable care and protection as it would provide to its own Confidential Information and shall not disclose or provide access to anybody except as authorized in writing by the Franchisor;

#### 15. INDEMNIFICATION

The Franchisee shall fully indemnify and keep indemnified the Franchisor, its employees and directors against all losses, liabilities, claims, taxes, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees, consequently, directly and indirectly



*A. Immanuel*

incurred, arising from, as a result of, or in connection with actions, errors, omissions, breaches or defaults of Franchisee and/or its employees, representatives and agents under this Agreement including any acts or omissions alleged or proven to be a result of Franchisee's negligence or wilful misconduct which may be brought against the Franchisor or which it may sustain or incur at the instance of any third party/ person(s), or any person(s) claiming his / their rights on account of non – fulfilment of the Franchisee's obligations in terms of this Agreement. The Franchisor shall be entitled to adjust / recover such claims from any amount payable to the Franchisee under this Agreement;

#### 16. INTELLECTUAL PROPERTY RIGHTS

- (a) The Franchisee acknowledges and confirm that that any unauthorized use of the Marks of franchisor, by the Franchisee shall constitute a breach of this Agreement and shall also constitute an infringement of Franchisor's rights in and to the Marks, each attracting liability for the Franchisee;
- (b) The Franchisee undertakes that at no time, the Franchisee shall make or be entitled to make any claim to the trade name or Marks and alike or any part of the name or names under which the Franchisor is carrying on the business;
- (c) The franchisee declare and confirm that after termination of this agreement the Franchisee shall not use the Marks, trade name, logo, symbol or any other description owned by franchisor.

#### 17. REPRESENTATION AND WARRANTIES OF THE FRANCHISEE

The Franchisee hereby warrants and represents as under:

- (a) The Franchisee represents and warrants that there are no zoning, building, environmental or other laws or any other dispute(s) and or restrictions of whatever nature in regard to the use or occupancy of the Leased Premises, which is likely to preclude or impair the use and occupancy of the Franchise Centre for the purpose of running the Franchised Business. The Franchisee has obtained all adequate Approvals for the running of the Franchise Centre from the Government, local, statutory and tax-authorities. The Franchisee further represents and warrants that it has obtained all clearances, Franchises, permits and other approvals required by the Government Authorities and under all Applicable Laws for the operation of FRANCHISE CENTRE;
- (b) The Franchisee undertakes to retain the said Franchise centre and the premise thereof until the subsistence of this Agreement or change the location after approval from the Franchisor.
- (c) The Franchisee shall duly and punctually pay all dues / charges and other moneys to the landlord / licensing authority and / or to the government / statutory authorities for approvals necessary for affecting and keeping up such FRANCHISE CENTRE;





- (d) The Franchisee represents and warrants that it has procured all the necessary approval, authorization, certificate, exemption, filing, registration and or other requirements, which are required under law for setting up and operating FRANCHISE CENTRE.
- (e) The Franchisee will ensure that all required equipments, systems, software, hardware, computers and all mandatory (prescribed) equipment including spare parts and other facilities are available at all times at the Franchise Centre and shall replace defective or worn-out equipment by purchasing new equipment;
- (f) The Franchisee will interview to or interact with the media / press or submit any material to the media / press with respect to Franchise Business without the prior written approval of the Franchisor;
- (g) The Franchise shall not use the Franchise centre for any other purpose other than the IAS preparatory classes by ALS except for any other programs/products launched by ALS in the future
- (h) The Franchisee shall pay all taxes that may be required in furtherance of the running of franchisee center at the designated area;
- (i) The Signatory of the Franchisee has been duly authorised to execute and implement the terms and conditions of this Agreement and there is no other arrangement in contradiction of the terms of this agreement;

The statements, representations and warranties made herein are true, correct and accurate and shall survive termination of this Franchise Agreement.

#### 18. NON - COMPETITION

The Franchisee acknowledges and agrees that the Franchisee or its partners / directors or associates or family members and relatives or family members and relatives of its partners/ directors/employees shall not be entitled directly / indirectly to establish or set up, maintain, support in whatsoever manner, engage or participate in or provide services to a Competing Businesses during the subsistence of this Agreement;

#### 19. NON SOLICITATION

The Franchisee shall not directly or indirectly solicit or assist any individual or entity in the solicitation of students/ prospective students intending to divert the business of the Franchisor or utilise the trade secrets or any Confidential Information exchanged between the Parties herein during the term of this Agreement to inure to the benefit of the Franchisee or any third Party.

#### 20. CONSEQUENCES OF BREACH BY FRANCHISEE

- (a) In the event of breach of terms of this agreement by the Franchisee or failure on the part of the Franchisee to complete its obligations the Franchisor shall inform the Franchisee by way of a written notice about the failure of the Franchisee and the Franchisee shall within 15 days from the receipt of the notice rectify the default, failing which the Franchisor shall be entitled to seek injunctive relief including claiming of damages



*[Signature]*

as incurred by franchisor including loss of business and shall be entitled to immediately terminate the Agreement by serving a written notice upon the Franchisee

- (b) If this Agreement is terminated pursuant to the provisions of wilful default by franchisee, the Franchisee agrees to promptly pay the Franchisor the liquidated damages as the amount paid as the franchisee fee.

## 21. TERMINATION

The parties to this agreement shall have the rights to terminate this agreement at any point of time after serving the notice of three months to other party, without incurring any liability arising out of termination.

In case of termination it is the responsibility of the franchisee to ensure that the coaching of ongoing batch is not hampered by any means. The coaching of ongoing batch needs to be completed by franchisee even if it needs more than three months period.

The termination by efflux of time or earlier determination of the Agreement shall not affect the rights and liabilities of the Parties as may have accrued as prior to or on the termination date.

## 22. CONSEQUENCES OF TERMINATION

The following consequences shall apply on termination of this Agreement: -

- (a) The Franchisee or its constituent Partners shall not have the right to obtain the return or the restitution of any part of the consideration remitted in accordance hereunder;
- (b) The Franchisee Fee shall stand forfeited in the event of termination of this Agreement and the Franchisee shall not raise claims for the recovery of the same;
- (c) The Franchisee shall not use or claim any right, title or interest of whatever description in the Intellectual Property Rights or Confidential Information; The Franchisee shall not adopt, register or use any mark deceptively similar to the 'Marks'; The Franchisee shall not, after the termination of this Agreement, commence any Courses or take new admissions thereto;
- (d) The Franchisee shall be liable to pay all the amounts due and payable by the Franchisee to the Franchisor under this Agreement and the Franchisee shall also continue to discharge its obligations hereunder in respect of the Courses for which the training was not completed till the date of termination and shall be duty bound and liable to continue and complete such Courses. If the Franchisee fails or refuses or neglects to continue and complete such Course or if the Franchisor is of the opinion that the Franchisee may not be able to fulfil its obligations under the current Agreement, the Franchisor may continue to conduct such Courses either by itself or by granting Franchise to some other franchisee in the Assigned Area either in the Franchise Centre of the Franchisee or any other FRANCHISE CENTRE. Any failure or refusal or neglect by Franchisee to continue and complete such Course shall be a breach of the Franchisee's obligations hereunder and Franchisee shall be liable to pay Franchisor liquidated damages to the tune of the franchise fees paid including student refund if any;





**23. LIMITATION OF LIABILITY OF FRANCHISOR**

The Franchisor shall not be liable to the other for indirect, special, incidental, or consequential damages, even if the other party had knowledge of the possibility of the potential loss or damage. The aggregate liability of Franchisor under this Agreement, for Franchisee's damages, claims, costs, settlement amounts, and/or awards will not exceed the non-refundable Franchise Fee under this Agreement.

**24. ASSIGNMENT OF RIGHTS AND LIABILITIES**

Franchisee hereby represents and acknowledges that the duties under this agreement are non-assignable in whole or in part.

**25. COMPLETE AGREEMENT**

This Agreement, including its attachments, set forth the entire agreement between the parties and any prior understanding of the parties hereto in respect of subject matter contained herein is hereby completely superseded.

**26. ARBITRATION AND DISPUTE RESOLUTION**

In respect of any disputes, in case no mutual settlement, the parties agree to submit the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, ("the Act"). The cost towards the arbitration proceedings will be borne equally by both the Parties. The decision and award shall be in writing and shall be final and binding and conclusive between the Parties. The venue of arbitration shall be New Delhi and the language of arbitration shall be English. The court at Delhi only shall have exclusive jurisdiction over the dispute.

**27. LEGAL NOTICE AND OTHER NOTICES**

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified or registered post or courier or e-mail as follows:

**(i) If to Franchisor**

**ALS Satellite Education Private Limited**

1<sup>st</sup> and 2<sup>nd</sup> Floor, Aggarwal Auto Mall, Plot 2, Shalimar Place District Centre, Delhi - 110088

**(ii) If to Franchisee**

Holy Cross College-ALS-IAS Coaching Center, Old Sishu Bihar Complex, Minister Quarter Lane, Agartala - 799001

**(iii) WAIVER OF RIGHTS UNDER FRANCHISEE AGREEMENT**

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof subsequently, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

**(iv) FORCE MAJEURE EVENT TO FRANCHISEE AGREEMENT**

Neither Parties shall be liable for any loss or damage caused due to events which are beyond the reasonable control of Parties such as acts of god which includes natural calamities, fire, floods and droughts, wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided,



*J. Immanuel*

however, that in the event a Force Majeure Event persists for Sixty (60) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement

(v) **RELATION BETWEEN PARTIES TO THIS AGREEMENT**

The relation between the Parties shall be on a principal to principal basis and nothing in this Agreement is to be construed to make a Party a partner, an agent or legal representative of the other for any purpose.

(vi) **SEVERABILITY**

In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Agreement and the remainder of the Agreement shall continue to be legal, valid, effectual and binding on the Parties hereto.

(vii) **AMENDMENT/ALTERATION IN FRANCHISEE AGREEMENT**

This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.

**DECLARATION BY FRANCHISEE**

The Franchisee acknowledges that it has conducted an independent investigation of the Franchise business and recognizes that the business venture contemplated by this Agreement involves business risk and that its success will be largely dependent upon the ability of Franchisee as an independent business person. The Franchisor expressly disclaims the making of, and the Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the day and date first mentioned.

FRANCHISOR: ALS Satellite Education Pvt. Ltd.

FRANCHISEE: Holy Cross College

Authorized Signatory  
Name: Mr. Jojo Mathews



Dr. Fr. Emmanuel Kallarackal  
Authorized Signatory  
Name: Dr. Fr. Emmanuel Kallarackal, CSC

Witnesses:

1.

2.