

LEGAL DEPARTMENT MANUAL

2017-18

(Version 1)



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OBJECTIVES OF LEGAL DEPARTMENT

Managing corporate legal departments in today's global environment requires a unique combination of legal, business, management, technical and soft skills.

- The general counsel typically reports to the company CEO or president. The general counsel has a high degree of accountability and visibility within the company. Internal relationships and alliances are critical to achieve success.
- The general counsel will usually oversee all legal and external affairs matters including litigation, investigations, compliance, mergers and acquisitions, contract matters and international trade issues. The general counsel is also likely to oversee the activities of the Corporate office encompassing legislative, regulatory, administrative and policy matters. Yes, a very full plate of risks threats and issues to deal with.
- The legal department is a business unit inside the corporation with its own mission, goals, objectives and budget. However, the legal department is a non-revenue generator and must continually demonstrate how it adds-value within the company through the use of reports, tools and key metrics.
- The legal department must interact with internal clients and departments (such as IT and procurement), C level executives, subject matter experts, regional and overseas offices, operating divisions, outside counsel, consultants, and government and regulatory bodies. Yes, several key stakeholders that must be managed.
- The legal department must be joined at the hip with the IT department to manage the costs, complexities and challenges of electronically stored information and electronic discovery matters.
- The legal department will very often have to manage headcount problems, budget issues, work flow peaks and valleys, and competing internal departmental interests.
- The legal department must have relevant and timely information and data to make informed business and legal decisions while focusing on mitigating risks. The general counsel is the protector of the company.
- The legal department strives for proactive processes that are repeatable, measurable and defensible. However, the legal department must very often

manage in a reactive mode to handle crisis situations including new law suits, government investigations and bad news.

- While a number of analogies can be used, the corporate legal department operates like an air traffic control system. Yes, lots of balls to keep up in the air and you never know when disaster will strike requiring the deployment of legal SWAT-teams.

Critical business objectives:

1. Cost Savings, Cost Certainties and Cost Controls – The 3 C's. (The bottom-line is budget predictability and ROI).
2. Greater Command, Control and Access to Information and Data – Especially when managing across the entire enterprise and multiple outside law firms
3. Enhanced Decision Making Abilities – Using data analytics and real time reporting to make informed and timely decisions
4. Greater Centralization and Efficiencies of Legal Operations
5. Effective Reporting Systems, Tools and Metrics
6. Secure Information and Data
7. Effective Technology Utilization
8. Human Capital Management
9. Repeatable, Measurable and Defensible Processes
10. Trusted Strategic Business Partner who is available 24/7/365 (and one who will continuously evaluate the relationship)
11. Ongoing Training and Education
12. Flexible Solutions to Manage Specific Case Matters or Multiple Matters

In conclusion, corporate legal department leaders and managers must have cross-functional skills in the areas of legal, business, management, technical and soft skills to achieve success on the job. Yes, there is a business side of the law that must be managed for competitive, business, financial and strategic reasons.

Legal Associate - Roles and responsibilities (KRA)

- Drafting and reviewing various agreements
 - Lease Agreements
 - Non-Disclosure Agreement
 - Trust Deeds
 - Memorandum of Understanding
 - Service Agreement
 - Venture Capital Funding
- Coordinating with King & Patridge (Law Firm)
- Statutory Compliances
- Legal research for various departments

TYPES OF AGREEMENTS

For the understanding in this section, we set out brief information about elementary Agreements which must be entered into between the concerned parties.

1. Joint Venture Agreements/ Agreement with Co-Founders

In case, a start-up decide to operate through a partnership, one must meticulously draft a partnership deed with an endeavor to encapsulate all situations beginning from the establishment up to the dissolution of the partnership.

Following are the important clauses which are generally provided for in joint venture agreement:

The Agreement constituting JV generally covers the below clauses:-

- a. Name/type of the entity;
- b. Mechanism for initial funding: share capital/ debt;
- c. Drafting of charter documents (i.e. memorandum and articles of association, or amendments thereto);
- d. Management of the entity: composition of board of directors, decision making at the board and shareholder level meetings;
- e. Additional funding requirements;
- f. Anti-dilution provisions, Transfer of shares/interest;
- g. Pre-emptive rights;
- h. Positive and negative covenants;
- i. Manner of preparing accounts and audit;
- j. Manner for dealing with Intellectual Property Rights
- k. Sharing of profits/ dividends;
- l. Confidentiality;
- m. Termination and Exit mechanism;
- n. Arbitration and dispute resolution;
- o. Non-compete and non-solicitation;
- p. Governing law.

2. Agreements with Employees

It is a standard practice with Indian entities to either issue letter of employment or execute employment agreement with their employees at the time of their engagement.

Such letter/agreement outline terms and conditions of employment of the concerned employee and his key performance areas. It is quite often seen that entities use standard form employment letters/ agreement irrespective of the nature of work and the position at which an employee is inducted, this often results in ambiguity and vagueness especially at the time when the employee is to be removed or a dispute arises with the employee. This should be avoided. One may have an agreed template with certain standard conditions which will remain sacrosanct for every letter of employment/ agreements, however, while drafting and negotiating terms of employment with the prospective candidate, a careful thought must again be given to each and every term and condition and the same must be captured with modifications to suit the particular requirement.

Following are the important clauses which are generally provided for in a letter of employment/ employment agreement:

- a. Formal clause for offer of employment and acceptance of the terms of offer by the employee;
- b. Scope of services, duties and responsibilities;
- c. Remuneration;
- d. Incentives, bonuses and other perquisites, allowances etc. if any;
- e. Place of work and working hours;
- f. Leave and holidays;
- g. Manner of dealing with proprietary and confidential information and data protection (*this is quite critical in the startup possess critical intellectual and proprietary information*);
- h. Non-compete and non-solicitation;
- i. Term of employment and termination provisions including age of retirement;
- j. Process of settlement of disputes; and
- k. Governing law

Many organizations, also get a separate non-disclosure/confidentiality agreement signed from its employees. Please refer to next paragraph for more details on non-disclosure and confidentiality agreements.

3. Non-Disclosure/ Confidentiality Agreements

Generally, referred to as NDA (non-disclosure agreement) in legal parlance. This is an agreement through which a party who is disclosing any confidential information, which may be about its business strategy, financial projections, technical knowhow, trade secrets, details of clients, business ideas, pricing methodologies etc., tends to place

strict conditions on the recipient of such information from any disclosure of the same to any third party.

Following are the important clauses which are generally provided for in NDA's:

- a. Definition of 'Confidential Information'. One need to carefully analyse such information and put under this definition;
- b. Terms and conditions of use of Confidential Information;
- c. Surrender of Confidential Information after termination of relationship, may be that of employer and employee or employer and independent contractor;
- d. Survival of conditions for confidentiality even after expire of the term of NDA;
- e. Conditions of care and diligence while handling Confidential Information;
- f. Permissible disclosures;
- g. Dispute resolution; and
- h. Governing law.

4. Consultant Agreements

Very often consultants are engaged by companies. In this case too it is advisable to have a 'Consultancy Agreement'; there is material difference between a letter of employment and a Consultancy Agreement. Consultant Agreements are generally entered into when any entity intends to engage any person or party for limited period or for a particular assignment and not as a regular employee.

There is no employer-employee relationship in this case and the consultant is not typically entitled to the benefits enjoyed by the employees, unless it is specifically mentioned and agreed upon in the agreement. Independent consultant agreements are quite prevalent in the industry and are extensively used.

Following are the important clauses which are generally provided for in consultant's agreement:

- a. Formal clause for offer and acceptance of the terms of engagement;
- b. Scope of work, duties and responsibilities;
- c. Fee- be fixed fee or lump sum or a combination of both;
- d. Incentives;
- e. Place of work;
- f. Provision of off-days;
- g. Manner of dealing with proprietary and confidential information and data protection;
- h. Non-compete and non-solicitation;

- i. Term of engagement and termination provisions;
- j. Process of settlement of disputes; and
- k. Governing law

ACTS

INDIAN CONTRACT ACT

Brief note on Indian Contract Act

The law relating to contracts in India is contained in **INDIAN CONTRACT ACT, 1872**.

The Act was passed by British India and is based on the principles of English Common Law. It is applicable to all the states of India except the state of Jammu and Kashmir. It Determines the circumstances in which promises made by the parties to a contract shall be legally binding on them. All of us enter into a number of contracts everyday knowingly or unknowingly. Each contract creates some rights and duties on the contracting parties. Hence this legislation, Indian Contract Act of 1872, being of skeletal nature, deals with the enforcement of these rights and duties on the parties in India.

The Act as enacted originally had 266 Sections, it had wide scope and included.

- General Principles of Law of Contract- Sections 01 to 75
- Contract relating to Sale of Goods- Sections 76 to 123
- Special Contracts- Indemnity, Guarantee, Bailment & Pledge- Sections 124 to 238
- Contracts relating to Partnership- Sections 239 to 266

Indian Contract Act embodied the simple and elementary rules relating to Sale of goods and Partnership. The developments of modern business world found the provisions contained in the Indian Contract Act inadequate to deal with the new regulations or give effect to the new principles. Subsequently the provisions relating to the Sale of Goods and Partnership contained in the Indian Contract Act were repealed respectively in the year 1930 and 1932 and new enactments namely Sale of Goods and Movables Act 1930 and Indian Partnership act 1932 were re-enacted.

At present the Indian Contract Act may be divided into two parts

Part 1: deals with the General Principles of Law of Contract Sections 1 to 75

Part 2: deals with Special kinds of Contracts such as

- **Acceptance 2(b)**:- When the person to whom the proposal is made, signifies his assent there to, the proposal is said to be accepted.
- **Promise 2(b)** :- A Proposal when accepted becomes a promise. In simple words, when an offer is accepted it becomes promise.
- **Promisor and promisee 2(c)** :- When the proposal is accepted, the person making the proposal is called as promisor and the person accepting the proposal is called as promisee.
- **Consideration 2(d)**:- When at the desire of the promisor, the promisee or any other person has done or abstained from doing something or does or abstains from doing something, such act or abstinence or promise is called a consideration for the promise. Price paid by one party for the promise of the other Technical word meaning QUID-PRO-QUO i.e. something in return.
- **Agreement 2(e)** :- Every promise and set of promises forming the consideration for each other. In short,

- **Contract 2(h)** :- An agreement enforceable by Law is a contract.
Therefore, there must be an agreement and it should be enforceable by law.
- **Void agreement 2(g)**:- An agreement not enforceable by law is void.
- **Voidable contract 2(i)**:- An agreement is a voidable contract if it is enforceable by Law at the option of one or more of the parties there to (i.e. the aggrieved party), and it is not enforceable by Law at the option of the other or others.
- **Void contract 2(j)** :- A contract which ceases to be enforceable by Law becomes void when it ceases to be enforceable

Definition

A contract is a legally enforceable agreement between two or more parties with mutual obligations. The Indian contract Act 1872, Section 2(h) defines the term contract as an agreement legally enforceable by law, for the formation of a contract there must be an agreement, the agreement should be enforceable by law.

There must be a "lawful offer" and a "lawful acceptance" of the offer, thus resulting in an agreement.

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Acceptance

According to Section 2(b), "When the person to whom the proposal is made signifies his assent there to, the proposal is said to be accepted."

Rules:

- Acceptance must be absolute and unqualified. If the parties are not in ad idem on all matters concerning the offer and acceptance, there is no valid contract. For example, "A" says to "B" "I offer to sell my car for Rs.50,000/-". "B" replies "I will purchase it for Rs.45,000/-". This is not acceptance and hence it amounts to a counter offer.
- It should be Communicated to the offeror. To conclude a contract between parties, the acceptance must be communicated in some prescribed form. A mere mental determination on the part of offeree to accept an offer does not amount to valid acceptance.
- Acceptance must be in the mode prescribed. If the acceptance is not according to the mode prescribed or some usual and reasonable mode (where no mode is prescribed) the offeror may intimate to the offeree within a reasonable time that acceptance is not according to the mode prescribed and may insist that the offer be accepted in the prescribed mode only. If he does not inform the offeree, he is deemed to have accepted the offer. For example, "A" makes an offer to "B" says to "B" that "if you accept the offer, reply by voice." "B" sends reply by post. It will be a valid acceptance, unless "A" informs "B" that the acceptance is not according to the prescribed mode.
- Acceptance must be given within a reasonable time before the offer lapses. If any time limit is specified, the acceptance must be given within the time, if no time limit is specified it must be given within a reasonable time.
- It cannot precede an offer. If the acceptance precedes an offer it is not a valid acceptance and does not result in contract. For example, in a company shares were allotted to a person who had not applied for them. Subsequently when he applied for shares, he was unaware of the previous allotment. The allotment of share previous to the application is not valid.
- Acceptance by the way of conduct.
- Mere silence is no acceptance. **Silence does not per-se amounts to communication- Bank of India Ltd. Vs. Rustom Cowasjee- AIR 1955 Bom. 419 at P. 430; 57 Bom. L.R. 850-** Mere silence cannot amount to any assent. It does not even amount to any representation on which any plea of estoppel may be found, unless there is a duty to make some statement or to do some act free and offerer must be consent.
- Acceptance must be unambiguous and definite.

Lawful consideration

According to Section 2(d), Consideration is defined as: "When at the desire of the promisor, the promisee has done or abstained from doing, or does or abstains from doing, or promises to do or abstain something, such an act or abstinence or promise is called consideration for the promise." Consideration means to do something in return. In short, Consideration means *quid pro quo* i.e. something in return.

An agreement must be supported by a lawful consideration on both sides. Essentials of valid considerations are

- It must move at the desire of the promisor. An act constituting consideration must have been done at the desire or request of the promisor. If it is done at the instance of a third party or without the desire of the promisor, it will not be good consideration. For example, "A" saves "B"'s goods from fire without being ask him to do so. "A" cannot demand payment for his service.
- Consideration may move from the promisee or any other person. Under Indian law, consideration may be from the promisee or any other person i.e., even a stranger. This means that as long as there is consideration for the promisee, it is immaterial, who has furnished it.
- Consideration must be an act, abstinence or forbearance or a returned promise.
- Consideration may be past, present or future. Past consideration is not consideration according to English law. However it is a consideration as per Indian law. Example of past consideration is, "A" renders some service to "B" at latter's desire. After a month "B" promises to compensate "A" for service rendered to him earlier. When consideration is given simultaneously with promise, it is said to be present consideration. For example, "A" receives Rs.50/- in return for which he promises to deliver certain goods to "B". The money "A" receives is the present consideration. When consideration to one party to other is to pass subsequently to the maker of the contract, is said to be future consideration. For example. "A" promises to deliver certain goods to "B" after a week. "B" promises to pay the price after a fortnight, such consideration is future.
- Consideration must be real. Consideration must be real, competent and having some value in the eyes of law. For example, "A" promises to put life to "B"'s dead wife, if "B" pay him Rs.1000/-. "A"'s promise is physically impossible of performance hence there is no real consideration.
- Consideration must be something which the promisor is not already bound to do.
- A promise to do something what one is already bound to do, either by law, is not a good consideration, since it adds nothing to the previous existing legal consideration.
- Consideration need not be adequate. Consideration need not be necessarily be

equal to value to something given. So long as consideration exists, the courts are not concerned as to adequacy, provided it is for some value.

The consideration or object of an agreement is lawful, unless and until it is: forbidden by law: If the object or the consideration of an agreement is for doing an act forbidden by law, such agreement are void. for example, "A" promises "B" to obtain an employment in public service and "B" promises to pay Rs one lakh to "A". The agreement is void as the procuring government job through unlawful means is prohibited.

- If it involves injury to a person or property of another: For example, "A" borrowed rs.100/- from "B" and executed a bond to work for "B" without pay for a period of 2 years. In case of default, "A" owes to pay the principal sum at once and huge amount of interest. This contract was held void as it involved injury to the person.
- If courts regard it as immoral: An agreement in which consideration in object of which is immoral is void. For example, An agreement between husband and wife for future separation is void.
- Is of such nature that, if permitted, it would defeat the provisions of any law: is fraudulent, or involves or implies injury to the person or property of another, or is opposed to public policy. An agreement which tends to be injurious to the public or against the public good is void. For example, agreements of trading with foreign enemy, agreement to commit crime, agreements which interfere with the administration of justice, agreements which interfere with the course of justice, stifling prosecution, maintenance and champerty.
- Agreements in restraint of legal proceedings: This deals with two category. One is, agreements restraining enforcement of rights and the other deals with agreements curtailing period of limitation.
- Trafficking in public offices and titles: agreements for sale or transfer of public offices and title or for procurement of a public recognition like Padma Vibhushan or Padma Shri etc. for monetary consideration is unlawful, being opposed to public policy.
- Agreements restricting personal liberty: agreements which unduly restricts the personal liberty of parties to it are void as being opposed by public policy.
- Marriage brokerage contact: Agreements to procure marriages for rewards are void under the ground that marriage ought to proceed with free and voluntary decisions of parties.
- Agreements interfering marital duties: Any agreement which interfere with performance of marital duty is void being opposed to public policy. An agreement between husband and wife that the wife will never leave her parental house.
- consideration may take in any form-money, goods, services, a promise to marry, a promise to forbear etc.

Contract Opposed to Public Policy can be Repudiated by the Court of law even if that contract is beneficial for all of the parties to the contract- What considerations and objects are lawful and what not-Newar Marble Industries Pvt. Ltd. Vs. Rajasthan State Electricity Board, Jaipur, 1993 Cr. L.J. 1191 at 1197, 1198 [Raj.]- Agreement of which object or consideration was opposed to public policy, unlawful and void- – What better and what more can be an admission of the fact that the consideration or object of the compounding agreement was abstention by the board from criminally prosecuting the petitioner-company from offense under Section 39 of the act and that the Board has converted the crime into a source of profit or benefit to itself. This consideration or object is clearly opposed to public policy and hence the compounding agreement is unlawful and void under Section 23 of the Act. It is unenforceable as against the Petitioner-Company.

Competent to contract

Section 11 of The Indian Contract Act specifies that every person is competent to contract pro

- He should not be a minor i.e. an individual who has not attained the age of majority i.e. 18 years in normal case and 21 years if guardian is appointed by the Court.
- He should be of sound mind while making a contract. A person who is usually of unsound mind, but occasionally of sound mind, can make a contract when he is of sound mind. Similarly if a person is usually of sound mind, but occasionally of unsound mind, may not make a valid contract when he is of unsound mind.
- He is not disqualified from contracting by any other law to which he is subject
- There are other laws of the land that disqualify certain persons from contracting. They are:-
 1. Alien enemy
 2. Foreign sovereigns, diplomatic staff etc.
 3. Artificial persons i.e. corporation, companies etc.
 4. Insolvents
 5. Convicts
 6. Pardanashin Women

Free Consent

According to Section 13, " two or more persons are said to be consented when they agree upon the same thing in the same sense (*Consensus-ad-idem*). According to Section 14, Consent is said to be free when it is not caused by coercion or undue influence or fraud or misrepresentation or mistake.

Elements Vitiating free Consent

- Coercion (Section 15): "Coercion" is the committing, or threatening to commit, any act forbidden by the Indian Penal Code under(45,1860), or the unlawful detaining, or threatening to detain, any property, to the prejudice of any person whatever, with the intention of causing any person to enter into an agreement. For example, "A" threatens to shoot "B"if he doesn't release him from a debt which he owes to "B". "B" releases "A" under threat. Since the release has been brought about by coercion, such release is not valid.
- Undue influence (Section 16): "Where a person who is in a position to dominate the will of another enters into a contract with him and the transaction appears on the face of it, or on the evidence, to be unconscionable, the burden of proving that such contract was not induced by undue influence shall lie upon the person in the position to dominate the will of the other."
- (Section 16(2)) States that "A person is deemed to be in a position to dominate the will of another;
- Where he holds a real or apparent authority over the other. For example,
 - an employer may be deemed to be having authority over his employee. an
 - income tax authority over to the assessee.
- Where he stands in a fiduciary relationship to other, For example, the
 - relationship of Solicitor with his client, spiritual advisor and devotee.
- Where he makes a contract with a person whose mental capacity is
 - temporarily or permanently affected by the reason of age, illness or mental
 - or bodily distress"
- Fraud (Section 17): "Fraud" means and includes any act or concealment of material fact or misrepresentation made knowingly by a party to a contract, or with his connivance, or by his agent, with intent to deceive another party thereto of his agent, or to induce him to enter into the contract. Mere silence is not fraud.
- a contracting party is not obliged to disclose each and everything to the other party. There are two exceptions where even mere silence may be fraud, one is where there is a duty to speak, then keeping silence is fraud. or when silence is in itself equivalent to speech, such silence is fraud.
- Misrepresentation (Section 18): " causing, however innocently, a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement".
- Mistake of fact (Section 20): "Where both the parties to an agreement are under a mistake as to a matter of fact essential to the agreement, the agreement is void". A party cannot be allowed to get any relief on the ground that he had done

some particular act in ignorance of law. Mistake may be bilateral mistake where both parties to an agreement are under mistake as to the matter of fact. The mistake must relate to a matter of fact essential to the agreement.

Shops and establishment act

The Department, as part of its functions, enforces various laws in the State which require citizens to interact with the department as part of adherence to various State and Central Enactments. The purpose of the Act is to cover the following functions of the department.

- Issuance of Registration Certificate
- Renewal of Registration Certificate
- Amendment in Registration Certificate
- Issuance of Duplicate Registration Certificate
- Filing of Annual Returns
- Exemption on weekly holiday for Shops and Establishments
- Exemption for women working in night shift
- Submission of Appeals

Laws relating to Equality and Empowerment of Women **Equal Remuneration Act, 1976**

The **Equal Remuneration Act, 1976** aims to provide for the payment of equal remuneration to men and women workers and for the prevention of discrimination, on the ground of sex, against women in the matter of employment and for matters connected therewith or incidental thereto. According to the Act, the term 'remuneration' means "the basic wage or salary and any additional emoluments whatsoever payable, either in cash or in kind, to a person employed in respect of employment or work done in such employment, if the terms of the contract of employment, express or implied, were fulfilled". Nothing in this Act shall apply:- (i) to cases affecting the terms and conditions of a woman's employment in complying with the requirements of any law giving special treatment to women; or (ii) to any special treatment accorded to women in connection with the birth or expected birth of a child, or the terms and conditions relating to retirement, marriage or death or to any provision made in connection with the retirement, marriage or death.

The **Central Industrial Relations Machinery (CIRM)** in the Ministry of Labour is responsible for enforcing this Act. CIRM is an attached office of the Ministry and is also known as the **Chief Labour Commissioner (Central) [CLC(C)] Organisation**. The CIRM is headed by the Chief Labour Commissioner (Central).

The main provisions of the Act are:-

- No employer shall pay to any worker, employed by him/ her in an establishment, a remuneration (whether payable in cash or in kind) at rates less favourable than those at which remuneration is paid by him/ her to the workers of the opposite sex in such establishment for performing the same work or work of a similar nature. Also, no employer shall, for the purpose of complying with the provisions of this Act, reduce the rate of remuneration of any worker.

- No employer shall, while making recruitment for the same work or work of a similar nature, or in any condition of service subsequent to recruitment such as promotions, training or transfer, make any discrimination against women except where the employment of women in such work is prohibited or restricted by or under any law for the time being in force.

- Every employer shall maintain such registers and other documents in relation to the workers employed by him/ her in the prescribed manner.

- If any employer:- (i) makes any recruitment in contravention of the provisions of this Act; or (ii) makes any payment of remuneration at unequal rates to men and women workers for the same work or work of a similar nature; or (iii) makes any discrimination between men and women workers in contravention of the provisions of this Act; or (iv) omits or fails to carry out any direction made by the appropriate Government, then he/ she shall be punishable with fine or with imprisonment or with both.

- Where an offence under this Act has been committed by a company, every person who at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed, to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.

SEXUAL HARRASMENT ACT

Objectives of the Act

The Act is enacted by the Indian Parliament to provide protection against sexual harassment of women at workplace and prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto. Sexual harassment is termed as a violation of the fundamental rights of a woman to equality under Articles 14 and 15 of the Constitution of India and right to life and to live with dignity under Article 21 of the Constitution of India. Sexual harassment is also considered a violation of a right to practice any profession or to carry on any occupation, trade or business which includes a right to a safe environment free from sexual harassment.

Definitions

Sexual Harassment

The Act has adopted the definition of 'sexual harassment' from Vishaka Judgment and the term sexual harassment includes any unwelcome acts or behaviour (whether directly or by implication) such as physical contact and advances, demand or request for sexual favours, making sexually coloured remarks, showing pornography or any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Section 3 of the Act provides that no woman shall be subjected to sexual harassment at any workplace. This section further provides the circumstances which if present or connected with any act or behaviour of sexual harassment may amount to sexual harassment such as implied or expressed promise to preferential treatment or implied or explicit threat of detrimental treatment in her employment, implied or explicit threat about her present or future employment, interference with work or creating an intimidating or offensive or hostile work environment, humiliating treatment likely to affect health or safety of a woman.

Complaints Committee & Complaint Procedure

Internal Complaints Committee:

The Act makes it mandatory for every employer to constitute an internal complaints committee ("ICC") which entertains the complaints made by any aggrieved women. The members of the ICC are to be nominated by the employer and ICC should consist of i) a Presiding Officer⁴, ii) not less than two members from amongst employees preferably

committed to the cause or women or who have had experience in social work or have legal knowledge and iii) one member from amongst non-governmental organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment. In order to ensure participation of women employees in the ICC proceedings, the Act requires that at least one-half of the members of ICC nominated by employer are women.

Local Complaints Committee:

Provisions are provided under the Act to form Local Complaints Committee (LCC) for every district for receiving complaints of sexual harassment from establishments where the ICC has not been formed due to having less than 10 workers or if the complaint is against the employer himself.

Complaint procedure:

the Act stipulates that aggrieved woman can make written complaint of sexual harassment at workplace to the ICC or to the LCC (in case a complaint is against the employer), within a period of three months from the date of incident and in case of a series of incidents, within a period of three months from the date of last incident. If the aggrieved woman is unable to make complaint in writing, reasonable assistance shall be rendered by the presiding officer or any member of the ICC (or in case the aggrieved woman is unable to make complaint in writing to the LCC, the reasonable assistance shall be rendered by the Chairperson or any member of the LCC) for making the complaint in writing.

As per the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013⁵, in case the aggrieved woman is unable to make a complaint on account of her physical incapacity, a complaint may be filed inter alia by her relative or friend or her co-worker or an officer of the National Commission for Woman or State Women's Commission or any person who has knowledge of the incident, with the written consent of the aggrieved woman.

Conclusion

Undoubtedly, the guidelines and norms framed by the Hon'ble Supreme Court in Vishaka Judgment are fountainhead of the Act. With the passage of time, it was felt that guidelines and norms are not sufficient to deal with the incidents of sexual harassment of women at workplaces and a strong piece of legislation is the need of the hour and accordingly the Act was enacted in 2013. The Act went one step ahead and included various issues which remained unaddressed in the past such as extension of the

definition of workplace to include almost all types of establishments including private sector organization, dwelling places or houses, inclusion of the term domestic worker and unorganized sector in order to address the issue of sexual harassment of women.

KYC/AML ACT

INTRODUCTION

The main purpose of KYC norms was to restrict money laundering and terrorist financing when it was introduced in the late 1990's in the United States. The US has made changes in its major legislations-Bank Secrecy Act etc to make these norms effective.

The KYC guidelines are issued by the RBI under Section 35A of the Banking Regulation Act,1949 and under Rule 9(14) of Prevention of Money laundering(Maintenance of Records) Rules,2005. Any bank contravenes with the said guidelines or any non-compliance would attract penalties under the Banking Regulation Act,1949.

Objective of the KYC Norms : The main idea behind implementing KYC Norms is to avoid terrorist financing activities . It also helps the banks to know or understand who their customer is in order to avoid future risks.

KYC Policy :

Now that banks or financial institutions has a facility to frame their KYC policies, but then the key criteria cannot be missed out.

- 1.Customer Acceptance Policy
- 2.Customer Identification Procedures
- 3.Monitoring of transactions
- 4.Risk Management

All the above are nothing but due diligence measures that are generally taken by any bank/financial institution in order to make sure that no fraud takes place with respect to the transactions being operated in the bank. Proper scrutinization of documents that are provided by the customer will stand as a support to meet the objective of the KYC Norms.

Procedures again vary from a normal customer that one gets to know , non face-to-face customers (i.e customers who access through Internet banking/Mobile banking),additional documents maybe called upon for a better understanding of such customer.

Non-resident accounts can also be operated and special procedures are involved for the same(for foreign students).

Freezing of Accounts on Non-Compliance : Any non-compliance thereof can lead to freezing of such account. However it is mandatory that a 3 month notice shall be served to the concerned customer detailing the subject-matter. A partial freezing is made on such account in which a 3months notice is served. If still the account tend to be in non-compliance after 6months , all the debits and credits would be disallowed i.e the account cannot be operated further. In such a situation it is at the bank's discretion to close such accounts. However reasons for such closure are to be mentioned clearly.

When the bank believes the account to be lacking a true identity, i.e in case of a suspicious account the bank should file a Suspicious Transaction Report(STR) with the Financial Intelligence unit-India under the Department of Revenue ,Ministry of Finance, Government of India.

RISKS INVOLVED IN KYC

The risk that is involved with the implementation of KYC can be categorised into 5 heads:

1. Reputational risk
2. Operational Risk
3. Risks that arise legally
4. Financial Risks
5. Concentration Risk

1) Reputational Risk : Terrorist often resort to identity theft. The 9/11 terrorists had opened 14 accounts with a Florida Bank ,using false social security numbers and other documents.[3] Such instances cause immense damage to the reputation of that bank/financial institution. Future customers may avoid making business with that bank as such. Hence a reputational risk is always in place for bank and proper compliance with the norms must be taken care of.

2) Operational Risk : Operational risk is defined as the risk of loss resulting from adequate or failed internal processes ,people and systems or from external events.[4] To avoid these operational risks, as most of the operative part is in the hands of the bank staff, training must be provided on a strict pace. When every employee is aware of the basic issues to be taken care of, the risk may in turn decrease thereof.

3) Risks that arise legally : As and when any business would attract penalties and adjudications on involving in illegal activities, its the same with the banks too. Not complying with the KYC Norms would lead to heavy penalties.

4) Financial Risks : There are financial risks involved in not complying with the KYC Norms because if so a bank gives a loan to a customer , and at the same time failed to identify the customer as such it is difficult for the bank to retrieve the loan and may lose financially.

5) Concentration Risk : Banks usually tend to concentrate more so on a particular geographical area, or involving more into a particular kind of business activity in order to attract customers. Sudden downfall of such concentration again leads to risk to the banks.

MAINTANANCE OF RECORDS & DOCUMENTS OBTAINED FROM CUSTOMERS :

As earlier mentioned , documentation plays a pivotal role in identifying a customer as such. However the usual documentation we find slightly varies in accounts that are related to Companies, Partnership firms, Trust Accounts , Accounts of unincorporated associations, Accounts of proprietors so on and so forth.

For Individual Accounts :

The proof of identities that are required in opening an individual account are PAN card, Passport(if available), Voters Identity , Any Job cards containing the Adhaar Number. These are mandatory .Any kind of utility bills or letter duly signed by any authorised Gazzette officer can be given if the bank insists.

Accounts for Companies :

Generally for Companies it would be Current accounts and the documents that had to be submitted while opening an account are : Certificate of Incorporation, Memorandum of Association , Any resolution that is made by the Board of Directors or say any officially valid document with respect to the managers, officers, employees etc.

Accounts for Partnership Firms :

A deed of partnership, registration certificate or any official documents that holds good are to be submitted.

Trust Accounts :

Trust Deed and a registration certificate.

Accounts of unincorporated Associations :

As a registration certificate cannot be obtained in case of unincorporated associations any resolutions made or any official document made with respect to the company or any document which in turn dictates the companies legal existence.

Proprietors Accounts :

All the certificates relating to tax liability, VAT ,registration, licence certificates, Sales or Income Tax returns need to be submitted in case of any proprietorship accounts. Extra diligence is involved here since proprietors hold huge amounts and operate huge sum transactions which has to be looked upon. Activity proofs are a must.

CONCLUSION

The bank acting in compliance with the KYC Norms are undoubtedly benefitting the customers from a rural background.

Initially there wasn't any awareness regarding these norms (be it employees or customers), it is mostly the weaker sections of the society who lack awareness. A flexibility is then provided to submit the concerned documents slowly so that the news reaches to a larger group. Employees were also being trained today in almost all the banks for a better work management as such. So an admission can be made that the negativity involved has almost reached to zero since today even the weaker sections provide all the required document due to the ongoing awareness that is created by every single bank that is in existence today. Boards with respect to the norms are displayed in banks even in the regional language and there are people or employees themselves detail regarding these if any person is unaware of.

“ KYC Guidelines are customer-friendly and the notion that KYC Norms are an impediment for people from a rural background in availing banking facilities is not correct”.

Also to target the small account holders , especially the migrant workers RBI in the year 2013 relaxed the rules. It now abolished the lengthy procedures that banks insist upon to act on par with the KYC Norms by allowing just one identity proof in order to open an account. This mainly benefits the workers and daily workers since that it is really difficult for them to obtain two different proofs for identity and address as in most of them would be migrating from once place to another and so this incentive made a relief . Self-attestation with a credit limit of approximately 1lakh for an year and a minimal withdrawal of Rs.10,000 is also made available to the people with certain economic and social backgrounds.

PF ACT

The Employees' Provident Fund Organisation, is a statutory body of the Government of India under the Ministry of Labour and Employment. It administers a compulsory contributory **Provident Fund Scheme**, **Pension Scheme** and an **Insurance Scheme**. It is one of the **largest social security organisations** in the world in terms of the number of covered beneficiaries and the volume of financial transactions undertaken.

The Constitution of India under "Directive Principles of State Policy" provides that the State shall within the limits of its economic capacity make effective provision for securing the right to work, to education and to public assistance in cases of unemployment, old-age, sickness & disablement and undeserved want.

The Employees Provident Funds & Miscellaneous Act, 1952

This act is an important piece of Labour Welfare legislation enacted by the Parliament to provide social security benefits to the workers. At present, the Act and the Schemes framed there under provide for three types of benefits:

- Contributory Provident Fund.
- Pensionary benefits to the employees / family members.
- Insurance cover to the members of the Provident Fund.

The object of the Act in 1952 was the institution of the compulsory contributory Provident Fund to the employees to which both the employee and the employer would contribute. The Employees' Provident Fund Scheme was accordingly framed under the Act and it came into effect from 1-11-1952. Initially the title of the Act was, "The Provident Fund Act 1952".

The provisions of the act extend to whole of India except the State of Jammu & Kashmir and also the State of Sikkim where it has not been notified so far after its annexation with the Union of India.

Applicability

All the establishments employing 20 or more persons (5 or more in case of Cinema Theatres) are brought under the purview of the Act from the very date of set up subject to fulfillment of other conditions. The provisions of the Act apply on its own force independently.

Those establishments which do not have the prescribed number of employees but willing to register themselves to provide the benefits of Provident Fund to their employees can register voluntarily with the Regional Provident Fund Office.

Definition of Wages

In this act, Wages means and includes Basic + Dearness Allowances, Cash value of food concession and Retaining allowances, if any.

Eligibility

- An employee at the time of joining the employment and getting wages up to Rs. 6,500/- is required to become a member.
- He / she is eligible for membership of fund from the very first date of joining a covered establishment.

Provident Fund Contribution

The provident fund contributions consist of contribution both by Employee and by Employer.

Employee Contribution

Provident fund contribution is recovered @ 12% of wages from employees who earn up to a maximum wage of Rs.6,500/- p.m. However, employees can contribute more than this statutory maximum which will be considered as Voluntary Contribution.

Employer Contributions

- Employer is also required to contribute towards provident fund; the deduction rate is same as employee's contribution i.e. 12% of the wages.
- Of this 12%, 3.67% goes to Provident Fund and the balance of 8.33% goes to Pension Fund.

Voluntary Contribution

- An employee can contribute voluntarily over and above the stipulated rate of PF contribution by opting for Voluntary PF scheme at any rate as he / she desires i.e up to 100% of Wages.
- However, the contribution to VPF should be a certain % of wages and not a fixed amount.
- But the employer is not bound to contribute at the enhanced rate.

- It is suggested that the enhancement can be done at the beginning of the financial year for comfort level of calculation.

Pension Fund - To avail pension benefit, the member

- should have completed 10 years of continuous service or he / she should have attained the age of 50 years or more
- He / She doesn't receive any other EPF pension
- The member will receive the Pension amount on a monthly basis after attaining the age of 58.
- If the employee does not fall in the above criteria, he can apply for withdrawal of Pension monies.

Employees Deposit-linked Insurance Scheme (EDLI)

- Apart from contributing to provident fund and pension fund, employer is also required to contribute towards Employee Deposit Linked Insurance Scheme.
- The rate of contribution is 0.5% of the wages.
- The employees need not contribute any thing towards this scheme.
- In case of death of a member, his / her nominee will get a maximum of Rs.60,000 from this scheme.

Administrative Charges

- The employer is also required to pay administrative charges at 1.10% of emoluments towards provident fund charges and 0.01% towards EDLI Scheme 1976.
- Employees need not contribute any thing towards these charges.

Remittance of Contribution

The employer is required to pay the contribution recovered from employees into the provident fund account on or before 15th of the following month, for example, if the contribution is deducted for the month of October 2008, it should be remitted on or before 15th of November 2008.

Annual Account Statement

After the close of each period of contribution (March to Feb), annual statements of accounts will be sent by PF Department to each member through the factory or other establishment where the member was last employed.

The statement of accounts in the fund will show

- Opening balance of contribution with interest of both employer and employee
- Amount contributed during the year by both employer and employee
- Interest earned on the contributions made during the current year
- Total of contributions by both employer and employee

Members should satisfy themselves as to the correctness of the annual statement of accounts and any error should be brought through the employer to the notice of the Provident Fund Office within 6 months of the receipt of the statement.

Withdrawal of Provident Fund and Pension Fund

A member is eligible to apply for withdrawing his provident fund and pension fund only after 2 months from the date of resignation, provided that he / she is not employed during the said 2 months.

The member should submit Form 19 to withdraw his provident fund dues on leaving service/retirement/termination.

To claim pension, the member is required to submit Form 10 C.

The member needs to fill in Forms 19 and 10c and get it signed from the previous employer and submit it to the provident fund office (in many cases, the employer will themselves help by submitting the forms).

Normally, it takes about 40 days to have the monies credited to the bank account of the member after submission of the relevant forms.

Taxability: The withdrawals are exempt from tax if the concerned employee has rendered continuous service of more than 5 years. Otherwise, it would be taxable at the applicable slab rates.

Transfer of Provident Fund monies from previous employer to current employer

A resigned employee who joins another company is left with an option of transferring the PF monies from his previous PF account to the current PF account, by filling the Form 13.

Form 13-Application form for PF Fund Transfer

- When an employee joins new company and he wishes to transfer his previous company provident fund amount, he should inform the HR department or Accounts department of the new company.

- The employer will issue Form 13, in which the member has to fill the details of previous company like – name, address, provident fund account number and address of the provident fund office where the account was held.
- On form 13, the signature of the previous employer is not required.
- Once he fills the required details and submit it to the current employer, the current employer will forward it to the provident fund office for transferring process.
- The time taken for transferring the fund from one account to other account normally takes about 40 days from date of submission.

The Act provides for:

- Grant of exemption from the operation of the scheme/s framed under the Act to an establishment , to a class of employees and to an individual employee , on certain conditions.
- Penalties to employers/trustees of exempted Provident Fund who contravene the provision of the Act and the Scheme.
- Appointment of inspector to secure compliance under the Act and the Schemes framed there under.
- Mode of recovery of moneys due from employers.

FOOD AND SAFETY ACT

A. Food Safety and Standards Act, 2006

Objectives of the Act

As provided in the preamble of the Act, its main objectives are to:

- a) have a single law relating to food,
- b) establish the Food Safety and Standards Authority of India,
- c) lay down science based standards for articles of food,
- d) effectively regulate food processing industry, and e) ensure availability of safe and wholesome food for human consumption.

Scope of the Act

All types of foods intended for human consumption, including a) primary foods, b) unprocessed/semi-processed/processed food, c) genetically engineered foods, d) organic foods, e) substances and water used in food preparation, f) packaged drinking

water etc. fall under the purview of the Act. It, however, excludes animal feeds, live animals and plants prior to harvesting from its scope. The provisions of the Act also do not apply to any farmer or farming operations or crops or livestock, and supplies used or produced in farming or products of crops produced by a farmer at farm level.

Elements of the Act

Details of key provisions are as under:

Definitions: The Act defines food, primary food, infant food, misbranded food, substandard food, unsafe food, food additive, ingredient, food safety, food safety audit, food safety management system, hazard etc. Likewise, definitions of pesticide residue and residues of veterinary drugs, and foods for special dietary uses, functional foods, nutraceuticals, health supplements, genetically engineered or modified foods and organic foods also appear in the Act.

‘Primary food’ and *‘water’* used in the preparation of food are included in the definition of *‘food’*. However, *‘primary food’* (a produce of agriculture or horticulture or animal husbandry and dairying etc. in its natural form) is considered as an article of food for the purpose of this Act **only** when it is in the hands of a person other than farmer.

Enforcement of the Act: The Food Safety Authority of India and the State Food Safety Authorities are responsible for enforcement of the Act. The State Authority comprises a Commissioner of Food Safety, Designated Officer for each district and Food Safety Officer for each specified local area. The Commissioner is primarily responsible for state level implementation of food safety standards and other requirements laid down under the Act and the regulations established thereunder.

Some specific functions of the Commissioner include - to carry out survey of food manufacturing /processing units in the State to find out compliance by such units of the food article standards; prohibiting in the interest of public health, manufacture/storage/distribution/sale of any article of food in the State or any part of the State for a period of up to 1 year.

The Act also provides for FSSAI recognised organisations/agencies carrying out food safety audit of food businesses and checking compliance with food safety management systems required under the Act or the regulations made thereunder.

Penalties: The Act provides for graded penalties for food business operator (FBO) where offences like manufacturing, storing or selling misbranded or substandard food is punishable with a fine, and more serious offences with imprisonment. The Act also makes provision for monetary compensation by the concerned FBO in case of injury or death of the consumer as a result of consuming unsafe food. The Act, notably, also

provides for a penalty provision (monetary) for Food Safety Officer for acting against an FBO on a false premise.

Responsibilities and liabilities of food business operators: An FBO (i.e. anyone owning or carrying out a business relating to food) is required to obtain appropriate license from the Designated Officer under the Act. However, it exempts petty manufacturers and tiny food businesses from such a requirement and, instead, they are required to register themselves with appropriate authorities and comply with all provisions related to safe and wholesome food for human consumption.

The Act requires every FBO to ensure that the articles of food satisfy the requirements of this Act, and the regulations made, thereunder, at all stages of production, processing, import, distribution and sale within the business under its control. Therefore, the responsibilities of ensuring safety of food would be that of the FBOs.

Liabilities of manufacturers, packers, wholesalers, distributors and sellers in respect of violations under the Act are also mentioned. Notably, among various liabilities specified, wholesalers and sellers are also made liable under the Act for supplying or selling the article of food after the date of its expiry and handling/storing articles of food in unhygienic conditions.

The Act has a provision for food recall procedures. If a FBO has reasons to believe that a food item is not in compliance with the specified standards, he has to initiate procedures to withdraw the food in question and inform the competent authority.

Safety standards for food articles: The Act prohibits use of food additives and processing aids in, and insecticides on, articles of foods unless they are in accordance with specified regulations.

Likewise, it also specifies that no article of food shall contain any contaminant, naturally occurring toxic substances or toxins, hormones, heavy metals, insecticide and pesticide residues, veterinary drug residues, antibiotic residues, solvent residues, pharmacologically active substances, and microbiological counts in excess of tolerance limits as specified by Regulations under this Act.

The Act also prohibits manufacture, distribution, sale or import of any novel food, genetically modified articles of food, irradiated food, organic food, foods for special dietary uses, functional foods, nutraceuticals, health supplements, proprietary foods etc. except under the provisions of the Act and Regulations made, thereunder.

The Act makes it mandatory to label all packaged foods in a specified manner. It also specifies requirements for import of food articles into India, and also provides for laying down of standards by the Food Authority for import of food articles.

PLACEMENT SERVICES AGREEMENT

This Agreement is signed on _____ between:

xxxxx, a Company registered under the provisions of the Companies Act, 1956 with CIN # _____ and having its Registered Office at: **xxxxxxx1**.

Herein after called “**The Consultant**”, which expression unless repugnant to the context or meaning thereof shall be deemed to include its executors, administrators, successors and assigns, of the First Part.

AND

Campus Students Communities Pvt. Ltd a Company incorporated under the provision of the Companies Act, 1956, **CIN: U74999KA2016PTC094959** and having its Registered Office at **83/1, 1ST FLOOR, Dr. A.N. KRISHNA RAO ROAD, V.V. PURAM, BASAVANAGUDI, BANGALORE Bangalore KA 560004**, herein after called as the “Company/Client”, which expression unless repugnant to the context or meaning thereof shall be deemed to include its executors, administrators, successors and assigns, of the Other Part.

WHEREAS, the Consultant has the professional ability and capable resources to provide the placement and recruitment services contemplated under the Agreement and the Consultant is engaged in the business of providing such services to various clients.

WHEREAS, Company replying on the representations and assurances of the Consultant, has agreed to utilize the professional services of the Consultant for placement and recruitment of qualified personnel, on need basis.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF WORK

The Consultant has agreed to make available to the Company, the resumes of qualified personnel for recruitment and placement at the Company's site at the Company's request. The Consultant will further assist in searching, contacting, scheduling and short-listing prospective candidates for the purpose of recruitment of duly qualified personnel for the Company.

Based on the requirements of the Company for various positions, informed to the Consultant in writing, the Consultant shall identify appropriate persons through either any one or a combination of means such as external advertising, in house search of existing data bank and headhunting. After in-house assessments of the relevant skills and interviews, the Consultant shall send resumes of short listed appropriate Candidates to the Company for their review. Based on the Company inputs, the Consultant shall arrange for interviews with the Company personnel/officers, and the Company shall have sole discretion to hire the candidates sent by the Consultant.

The Consultant shall follow the below indicative and not exhaustive, agreed recruitment process as below:

- Screen all the applications based on the skills & experience required with the job descriptions shared by the Company for all specialist roles.
- Forward all resumes to the Company on timely basis.
- Conduct all preliminary assessments as required for the role and specified by the Company.
- Schedule interviews for all the assessments, including any preliminary tests / initial interview / final interview etc.
- Arrange & coordinate with the Company for any outstation candidates for interviews.
- Ensure all selected / rejected candidates receive feedback.
- Designate an Executive who would be a person of Contact to facilitate day-to-day Coordination.
- Database & MIS of all the suitable candidates to be shared with the Company.

2. FEES/CHARGES

The Company shall pay to the Consultant, fees for the professional services rendered by the Consultant, as follows:

CTC Bracket	Fees
Across All CTC Levels	12.5 % of the CTC

Terms & Conditions

a. **Payment Terms & Schedule:** The full and final invoice will be raised on the “Company” within 1 **week** after the candidate has joined the organization. The invoice is payable by the Company within 30 (thirty) days of presentation of the invoice.

b. **Cost to Company (CTC):** CTC includes Basic Salary, HRA, LTA, Any retirals, Benefits and Variable Pay or any other non-fixed component known by any other name

1. **Incidental Expenses:** In addition to professional fees, the incidental expenses related to the candidates travel, etc., will be paid to the Candidate directly by the Company, as per the Company policies and procedures.
2. **Service Tax:** Currently, Service Tax is applicable on all professional fees (including reimbursements) as per government regulations. However tax applicable at the time of billing will be levied. Consultant shall be solely responsible for and pay all other applicable taxes and fees imposed upon the Consultant by central, state or local governmental bodies in connection with the Services rendered herein.

3. **Appointment Details:** The details of the CTC Offered to the Candidate will be made available by the “Client” via email, post offer is released to and duly Accepted by the Candidate.

4. **Contractual Obligations:**

- a. **Candidate Confidentiality:** In order to provide an efficient, confidential service, both to the clients and candidates, Consultant request the Company to maintain absolute confidentiality with regard to the candidates and their particulars. Candidates should not be contacted and their candidature should not be referred to associates, friends or other (group / non group) companies without concurrence with XXXXXX.

- b. **Free Replacement:** If any Candidate placed by XXXXXX leaves the organization on his own accord, or is untimely terminated by the Company, basis of adverse reports in the Verification process or due to an act of grave misconduct, within 120(One Hundred and Twenty) days of joining the Company, XXXXXX will provide the Company with suitable replacement at No Cost to the Company.

- c. **Duplication of Resume:** If any CV secured by the Company is not being interviewed and in a similar situation the same CV is forwarded by XXXXXX post due diligence and first round of telephonic conversation, that will not be considered as a duplicate CV by Company.

5. CONFIDENTIALITY

Other than in the performance of this Agreement, neither The Consultant nor its information of the clients of the personnel shall use or disclose to any person or entity any confidential information of the Company or Company clients (whether in written, oral, electronic or any other form), which is obtained from the Company or otherwise prepared or discovered either in the performance of this Agreement, through access to the assets/systems of the company, or while on the Company premises. “Confidential information” shall include, without limitation, all Work Product, all information designated by the Company as confidential, all information or data concerning or

related to the Company's products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes or general business operations (including but not limited to client identity, nature of project, client contacts, sales cost, profits, pricing methods, organization, and employee lists), any information which Company receives from a third party that Company is obligated to keep in confidence and any information obtained through access to any information assets/systems (including computers networks, voice mail, etc.) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary in nature.

"Work Product" means models, devices, reports, computer programs, tooling, schematics and other diagrams, instructional materials in connection with this Agreement. All work products shall belong to Company. The Consultant and its employees shall deliver all work products to the Company upon the prior of the expiration/termination of this Agreement or the Company request.

This Clause shall survive the Termination or Expiry of this Agreement.

6. TERM

This Agreement shall become effective on the date of execution and shall continue to remain in full force and effect for a period of 12 **(Twelve) Months** upto and including i.e. and thereafter can be extended by mutual consent in writing, at the sole option of the Company.

7. TERMINATION

7.1 This Agreement shall terminate upon:

- (a) Either Party giving to the other a written notice of thirty (30) days without the need to show any cause
- (b) The breach of any of the terms of this Agreement by The Consultant.

7.2 In case of termination, the Consultant shall promptly return or destroy all Confidential Information and discontinue all further use of the

Confidential Information and Intellectual Property. Upon the Company's request, the Consultant shall promptly certify that such action has been taken.

8. CONSEQUENCES OF TERMINATION

The termination of this Agreement shall not affect the obligations of confidentiality under this Agreement and the all such obligations under this Agreement shall, by their nature, survive the termination of this Agreement and shall remain binding on the parties.

For the avoidance of doubt, with respect to the Services, no such fee shall be payable unless the Consultant has performed all its obligations under the applicable Work Order. In the event, either party terminates this Agreement for any reason, all existing Orders shall stand terminated automatically, without any further act or consent of the Parties. The provisions of this Agreement that by their nature and context are intended to survive the termination hereof, shall so survive the completion and termination of this Agreement.

9. NON DISCLOSURE

Consultant agrees to hold confidential and not use for its own benefit or any other parties benefit, any secret or confidential information acquired by the Consultant or its referred employees by virtue of services performed in accordance with this Agreement. Company shall secure from the Consultant a signed copy of the "Non Disclosure Agreement" before allowing their participation in any services or activities pursuant to this Agreement.

10. NON- SOLICIT

The Consultant shall not offer any employment or any other engagement of service, directly or indirectly to any of Company's professionals for the duration of this Agreement and for a period of 1 (one) year thereafter, without written permission from Company.

11. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and assumes full responsibility for the payment of all salaries and/or allowances to all employees and professionals engaged by it. The employees and professionals of the Consultant are not, and shall not represent themselves as authorized to act on behalf of the Company.

Consultant shall be solely responsible for payment of all compensation owed to its employees, including wages, salaries, employee payments of any kind including retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance, etc., and the same shall never be the responsibility of the Client Company.

12. NON POACHING

The Consultant will not approach any employee of **company** for the employment in any other organization. Similarly, **company** will not recruit any employee of Consultant without prejudice to the provisions stipulated in this memorandum of understanding and such recruitment shall be strictly subject to the provision laid down therefore herein.

13. GENERAL

13.1 Assignment

Neither the Company nor the Consultant may assign any part or whole of this Agreement or any rights hereunder, without the written permission of the other party. Any such attempted assignment attempted to be given shall be void, ab initio.

13.2 Resume Validity Period

The Resume sent by the Consultant will be valid till **12 (twelve) months** from the date of sharing with the Company.

13.3 Entire Agreement

This Agreement shall constitute the entire understanding between the Parties hereto relating to the subject matter mentioned herein after, and there are no other oral statements, representations, warranties, undertakings or Agreements of any nature whatsoever between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto, and agrees mutually.

13.4 Force Majeure

Neither of the parties shall be considered in default in performance of it's obligations if such performance is prevented or delayed because of any declared war, civil commotion, nature and order, any promulgation of any ordinance or law or because of any act of Nature or for any such cause beyond the reasonable control of the party affected, provided notice in writing of any such cause with necessary evidence, is given within 14 days of such happening of the event to the other party and also stating when the affected party will be able to resume performance of its duty under this contract.

13.5 Exclusivity

All Positions shared with the consultant will be exclusive for first 2 weeks, if unable delivery during the period, open positions can be shared with other vendors.

14. INTELLECTUAL PROPERTY

All product concepts, and all materials obtained, prepared or developed for the Company, as a result of the Services performed for the Company hereunder, including without limitation all creative work, domain or product names, designs, research, or any other materials, analysis or reports, shall be deemed to be works made for hire and in the course of the Services rendered and shall belong exclusively to the Company, with the Company having the sole right to obtain, hold and renew, in its own name, all patents, copyrights or other appropriate protection.

Consultant represents and warrants that it is either the owner of, or authorized to use, and is authorized to grant to the Company, when necessary, the right to use, all software, hardware and other third party products or materials provided to the Company, or used and to be used in connection with the Services.

Upon termination of this Agreement, the Consultant shall forthwith return or destroy Company's Confidential Information available with the Consultant. Consultant expressly recognizes and acknowledges that this Agreement shall not confer upon the Consultant any right in or any right to use, without the express prior written consent of the Company, the Company's intellectual property including without limitation patents, copyrights, trade secrets, name, trademarks, or logos, or any associated names, trademarks or logos, for any purpose.

15. INDEMNIFICATION.

Consultant shall defend, indemnify and hold harmless the Company, and its respective officers, directors, employees or agents from and against any and all claims, damages, losses and expenses, including attorney's fees, made or incurred by a third party (including the customers of the Company) and arising out of, related to, or resulting from the Services performed by the Consultant, its agents, servants or employees including without limitation (a) any breach of the Agreement or applicable work Order by the Consultant including representation and warranties; (b) any infringement by Consultant or the materials it develops or delivers to the Company, of the intellectual property rights of another; (c) any violation of law by the Consultant (d) injury or death of any person or destruction of any property, real or personal. This clause shall survive the termination and expiry of this Agreement.

16. WARRANTY.

Consultant warrants that the Services hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to highest industry standards and practices, and in strict accordance with the Agreement, applicable work Orders and all applicable laws and regulations.

17. COMPLIANCE PROVISIONS

A. Scope.

All of the compliance provisions set forth below shall apply to the Agreement and any related Annexure, work Orders, or Schedule.

B. No Improper Means of Obtaining Business.

Consultant and the Company intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, money-laundering or other unlawful or improper means of obtaining business.

C. No Bribes.

Consultant and the Company will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of the Company or Consultant's employees or customers, or any "Government Official" (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. The Parties will take appropriate actions to ensure that any person representing or acting under their instruction or control will also comply with this Section.

D. No Conflicts.

Except as disclosed in writing (in a questionnaire response or otherwise), either party represents to the other that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with the other party, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither of the parties, nor their Agents, are or have any family members who are Government Officials in a position to influence the commercial relationship under this agreement.

E. Termination Rights.

Any breach of the warranties, representations or agreements in this Section will constitute grounds for immediate termination of this Agreement for cause.

18. ARBITRATION

In case of any dispute between the parties hereto regarding any of the clauses of this Agreement, the matter shall be referred to arbitration of a mutually agreed arbitrator and the same shall be decided in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or such amendment of the same act then in force. The arbitration proceedings shall be held at Bangalore, India. This Agreement shall be governed by and construed in accordance with the laws of India and subject to the exclusive Jurisdiction of the Courts in Bangalore.

In Agreement to the above, both the parties sign seal and deliver this Agreement:

For
Campus Students Communities Pvt. Ltd

For
XXXXXX.

Mr. Saket Jalan

Director

Date:

XXXXXXXXXX

Director

Date:

LOI

1	Intending LESSOR	_____ with registered address: _____. It is hereby specified that address is represented by owner.
2	Intending LESSEE	M/s. Fly Homes having its registered office at Akarsh Woods No 46, Ganesha Temple Road, 1 st Cross Nobo Nagar, Bannerghatta Road, Bangalore 560076, India (PAN No. AAEEF7102N),
3	Demised Premises	Fully finished, ready to move structure with Total Area _____ of the demised premises measuring _____ " Sq. ft. (Built up Area) with address as : _____, Bangalore
4	Purpose of Lease	To operate a fully furnished Student Housing/Hostel.
5	Lease and Rent Commencement	Lease and Rent Commencement Date: _____ 2017. Possession Handover: _____ 2017.
6	Handover Condition	<p>The Intending LESSOR shall handover Total area _____ of the demised premises measuring _____ " Sq feet (built up area). The intending LESSEE will provide the design layout/plan of the rooms with attached bathrooms and the LESSOR will construct the same with flooring & other required civil work in accordance to the design submitted by the LESSEE.</p> <p>The LESSOR will lease out the demised premises to the LESSEE comprising of Table, Chair, Cupboards, Bed, Mattress, Pillow LED TV with Set Top Box in each Room (according to the Occupancy), Lift, Fire Extinguisher, CCTV Arrangement, UPS Light Back Up, Arrangement for Wi-Fi & RO System, Sanitary Fittings, Light Fittings, Hot Water Plant and necessary amenities used in hostel</p>

		<p>accommodation. The LESSOR will also allocate 1500" Sq ft. area on Terrace to the LESSEE and will make provisions required for setting up of Kitchen & Dining.</p> <p>The LESSEE will have full rights to use the Common Area & the LESSOR shall provide dedicated space for setting up of Gas bank, Generator and for disposal of Garbage. The demised premises will have proper drainage system required for Hostel set-up. The LESSOR will ensure 100% supply of power and water, 24x7 to the LESSEE in all the areas leased out to the LESSEE of the demised premises. The LESSOR on demand shall furnish relevant documents to the LESSEE for the purpose of licensing. The LESSOR will also provide separate Staircase/ Lift for raw material & staff movements.</p> <p>The LESSOR shall fulfill the following requirement of the LESSEE:</p> <p>Power Sanction Load _____ KVA (LTA). Water Tank _____ liters (Overhead Tank), UPS Power Back Up (_____ KW) common area & 1 Light in each Room & Bathroom.</p>
7	Monthly Lease Rental	<p>A monthly lease rental of INR _____ (Rupees _____ Only) will be paid excluding any applicable taxes, for the Demised Premises. The payment of the above rent is subject to deduction of tax at source. The rent shall be paid in consecutive month on Thirteenth (13th) day of each calendar month.</p>
8	Fit Out Period	<p>1 month (Rent free period) or till the time the operations start officially.</p>
9	Lease Terms	<p>_____ years with Lock - in Period for _____ Years & renewal clause of _____ yrs, from the Rent Commencement Date</p>
10	Escalation	<p>The Rent for the Demised Premises during the Term shall stand escalated by _____% of the last paid Rent, at the end of _____ year, each such anniversary to be measured from Date of the Demised Premises the Rent Commencement</p>

11	Advance Token	INR _____ as token amount on signing of Lease Deed. Issued in _____ bearing Cheque No. _____ Dated _____ Drawn on _____
12	Common Area Maintenance (CAM)	_____/ - per sq. ft. CAM charges has to be paid by LESSEE (Its covers Lift AMC, Common Area Lighting, Security , Water Motor except BWSSB water, Generator AMC & Diesel expenses.
13	Parking / Valet Podium	Space for parking vehicles of the students & 2 Nos. Car parking for LESSEE.
14	Interest Free Refundable Security Deposit (IFSD)	INR _____ (Rupees _____ Only). The said security deposit shall be refunded by the Intending LESSOR to the Intending LESSEE, simultaneously on termination of the lease or vacation of the Demised Premises by the Intending LESSEE, whichever is earlier.
15	Property Tax, And Any Other Tax, Cess, Duty, Levy as may be (Except The Service Tax)	All past, current and future Municipal and Property taxes, in respect of the Demised Premises, occurring during the Lease term or its renewal, shall be borne by the intending LESSOR
16	Approval and Consent and No-Objection from Concerned Authorities	The Intending LESSOR shall get approval, consent or no objection letters as and when required from the concerned authorities prior to Possession. It will be the complete responsibility of the Intending LESSOR to fully comply with all statutory and regulatory requirements and with all legal norms, failing which Intending LESSEE shall not be required to pay any rent. Such condition shall only come into play when Intending LESSEE also forced to vacate or not run operations.
17	Stamp Duty and Registration Charges	Cost of Stamp Duty and registration shall be borne by 50% each by the Intending LESSOR & the Intending LESSEE or as agreed upon.
18	Governing Law and Dispute Resolution	(i) Governing law shall be Indian Law (ii) All disputes which are not resolved by discussions shall be Subject to Area jurisdiction

19	Representations, Warranties and Indemnity	Intending LESSOR and Intending LESSEE shall on good faith basis agree to representations, warranties, indemnities and such rights and obligations which are customary in a transaction of this nature.
20	Brand and Display Rights	The Intending LESSOR shall provide full brand/display rights for all interiors and exteriors of Demised Premises for marketing and other purposes.

It is hereby agreed that the above commercial terms will be incorporated into a binding Lease Deed which shall be executed within ____ days of the signing of this LOI. The terms in the LOI can be revised accordingly in the final lease agreement. Both parties shall sign two original copies of this LOI. Each party shall retain one copy.

The validity of this letter is one month for the date of issue, beyond which all offers and conditions stated stand null and void.

Note: Further, we shall advise in you _____ days in case if any alteration are required in the name & other details of the LESSEE.

(Intending LESSOR)

(Intending LESSEE)

Lease Agreement

THIS LEASE DEED is executed on this date, the _____ at _____.

BETWEEN

_____**Name of the Person / Company,** _____**Address of the Person/ Company with pan/ Cin,** hereinafter called "**The Lessors**", (which expression shall, where the context admits, mean and include its successors-in-interest and assigns) of the **One Part.**

AND

Campus Students Communities Pvt. Ltd., a registered company under the Companies Act 2013, having registered office at #33/5, National High School Road, V.V. Puram, Bangalore - 560004, represented by its director **Saket Jalan** aged **43** Years S/o **Sri. Santosh Jalan**, hereinafter referred to as "**the LESSEE**" (which expression shall, where the context admits, mean and include its successors-in-interest and assigns) of the **Other Part.**

The **LESSORS** and the **LESSEE** are hereinafter collectively referred to as the "**PARTIES**".

WHEREAS; A

- i. The Lessors being the absolute owner of the building situated at _____
Address of Leased Premises/_____ consisting of _____
(details of floor,basement etc) , has offered to lease referred to in the Schedule hereunder (hereinafter referred to as the "Leased Premises/ Premises"). The Lessors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the Leased premises; and Lessee is desirous to take on lease, the Scheduled Property, together with amenities & appurtenances thereto, for their use; and
- ii. The Lessee is desirous to take on lease, the Scheduled Property, together with amenities & appurtenances thereto, for their use; and
- iii. The Lessee agreed to take on lease and the Lessors have agreed to let out on Lease, the scheduled Premises situated at _ **Address of the leased premises** with the amenities, appurtenances thereto, for establishing and running their

hostel for dwelling purpose of the students at the said premises, on the terms and conditions are stated hereunder:

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. LEASE

In consideration of the rents agreed to be paid by the Lessee and in accordance with the terms and conditions contained herein, the Lessor hereby grants by way of lease to the Lessee the Schedule B Property, together with the right to use all common areas attributable to the constructed area.

2. DURATION

The duration of the lease in respect of the Schedule B Property shall be for a period of (No: of Years), commencing from ____ to _____. The lease shall be renewed from time to time for such duration as may be mutually agreed upon by the parties and shall be reduced to writing. The Terms of this deed shall be extended by the parties herein after mutual consent & agreement between both the parties herein 3 months before the expiry of the agreement. If the parties do not reach a mutual consent or agreement to extend this deed, the Lessor shall issue in writing a letter conveying the same to the Lessee. Upon receipt of the letter the agreement shall stand terminated.

3. LOCK-IN PERIOD

The lock-in period for the Lease will be a period of (Mention the Lock in period) years from lease commencement date. It is expressly agreed and acknowledged by the Lessor that the Lessor shall have no right to terminate this Deed during the Lock- In Period except under Clause 23.1.

4. RENT

4.1 The monthly rent payable by the Lessee to the Lessors shall be a sum of _____/- (Rupees _____ Only). The rent shall be subjected to an annual increase of _____% . The payment of monthly rental charges, for occupation of the space/premises for the lease term is as detailed below:-

Rent From	Period	Rent To.	Period	Rent Amount
01-07-17		30-06-18		□□ /-
01-07-18		30-06-19		□□ /
01-07-19		30-06-20		□□ /
01-07-20		30-06-21		□□ /
01-07-21		30-06-22		□□ /
01-07-22		30-06-23		□□ /
01-07-23		29-06-24		□□ /
01-07-24		30-06-25		□□ /
01-07-25		30-06-26		□□ /
01-07-26		30-06-27		□□ /

4.2 The payment of rent shall be on or before the (13)th of every calendar month for which the rent is due.

4.3 In the event of there being any delay in making the payment of lease rent, the Lessee shall be liable to pay interest at 18% per annum for the period of delay.

4.4 The Lessee shall be entitled to deduct applicable tax at source from the rent payment.

4.5 The rent shall be paid by the Lessee to the Lessors either by Demand Draft or by Account Payee Cheque payable at par or by RTGS.

4.6 Service tax and all other indirect taxes, including cess, fee, or any other levy which are applicable as on date and which may be levied by Government in future in respect of the rent shall be borne by the Lessee.

4.7 Rent commencement date is _____

5. POSSESSION

The Lessors shall deliver possession of the Leased Premises from The Handover date, which is _____

6. REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF THE LESSOR

6.1 The Lessor covenants that it has a valid and proper title to Leased Premises, and has good right, full power and absolute authority to grant to the Lessee the lease of the Leased Premises in the manner set out herein. The Lessor further covenants that it has not entered into any agreement for sale nor any arrangement of any option to purchase, nor created any charge or encumbrances of whatsoever nature on the Schedule B Property nor has it created any tenancy or lease or any right in favour of any other person in respect of Schedule B Property.

6.2 The building, has been constructed pursuant to the license and plan sanctioned by the Municipal Corporation of City of _____.

6.3 Permanent electricity, water and sewage connections have been sanctioned to Leased Premises and the same are operational.

6.4 There is no obligation or liability which prevents the Lessors from :

- i. executing this Agreement,
- ii. providing the Leased premises on lease to the Lessee,
- iii. putting the Lessee in possession of the Leased Premises and
- iv. the Lessee using and enjoying the Leased Premises as per the requirement of the Lessee thereof.

6.5 Up-to-date property taxes, electricity and water charges and all other outgoings in respect of the Leased Premises have been properly remitted by the Lessors and there are no arrears, outstanding or dues as on date.

6.6 The Lessee, its employees, agents and invitees shall have unimpaired use of the Lease Premises at all times, during the day or the night for all the 365 days of the year during the entire term of the Lease, including access to common areas of the building connected with the Leased Premises without payment of additional amounts. The Lessee, its employees, agents and invitees shall be entitled to use and occupy the Leased Premises for the aforesaid use of the Lessee.

6.7 The Lessee, on paying the said monthly rental on the due dates thereof and in the manner provided and on observing and performing the covenants, conditions and stipulations contained herein and on its part to be observed and performed, shall be permitted unimpeded use and occupation of the Leased Premises during the period of the lease or any renewal thereof without any let, obstruction, eviction, interruption and / or disturbance, claim or demand whatsoever by the Lessor or any person or persons lawfully and equitably claiming by, from, under, or in trust for him.

7. SECURITY DEPOSIT

The Lessee shall pay an interest free security deposit of Rs. _____./- (Rupees _____ Only) equivalent to six months' rent. It is also agreed by the Lessors that the interest free Refundable Security Deposit to be returned back to the lessee after the expiry of the terms of this agreement and shall not be subject to any kind of escalations during the lease term.

8. PAYMENT OF TAXES

The Lessor shall bear and pay all the past, present and future taxes whether existing or enhanced, the property taxes, rates and ceases payable to the Corporation of the City of _____ or any other authority in regard to the Leased Premises. In the event of the Lesser failing to pay the said taxes and the same being demanded by the authority from the Lessee, the Lessee may at its discretion and with a view to not disrupt the use of Schedule B Property, if such disruption is threatened, pay the taxes under notice to the Lesser and the same shall be deducted from the future rents.

9. ELECTRICITY, WATER AND MAINTENANCE CHARGES

9.1 ELECTRICITY

The Lesser has informed the Lessee that the Leased Premises has (100 KVA of 3 phase) power. The Lessee shall bear and pay the electricity charges to the concerned authority with regard to the consumption of power in the Leased Premises as per the separate meter provided therein. The Lesser agrees that in the event that the electricity supply to the building is disconnected, for reason of breach of any other unit, the Lessors will ensure continuous power supply to Leased Premises at its cost until the power is reconnected. The Lessors agrees and undertakes to reimburse the Lessee of any additional deposits demanded and paid to(BESCO) by the Lessee at the time of the Lessee vacating the premises upon the expiry of the lease by efflux of time or on its sooner determination.

9.2 WATER

The Lesser has informed the Lessee that the water connection which has been provided by the authorities is common to the entire building and the Lessee shall proportionately pay the water charges. In the event of there being disruption of water supply, the Lessee shall be entitled to make alternate source of water supply available.

9.3 MAINTENANCE CHARGES

The common maintenance charges shall be paid by the Lessee directly to the agency maintaining the common areas and facilities in the building and shall not be construed as rent payable to the Lessor.

10. USE OF PREMISES

10.1 The Lessee shall be permitted to use the Leased Premises only for legal business purpose.

10.2 The Lessee shall not carry on or permit to be carried on the Leased premises or any part thereof, for any offensive or dangerous trade or business or occupation, or commit or permit to be committed on the Leased premises anything which may amount to be a public nuisance to the neighbors of the said property, nor to bring or store or permit to be brought or stored in the Leased

premises any goods, articles or things of hazardous, inflammable or combustible in nature or to carry on in the Leased Premises any illegal activity. However storage of chemicals required for the day to day cleaning purposes and LPG or Fuel required for the Cooking purpose are exempted

- 10.4** The Lessee will install all necessary fire detection and firefighting equipment for the safety of their inmates and employees at their cost and will be fully responsible towards any kind of untoward incidents.

11. `BAR ON STRUCTURAL ADDITIONS / ALTERATIONS

- 11.1** The Lessee shall not effect any structural additions or alterations of permanent nature to the Leased Premises without the previous written consent of the Lessor.

10. To maintain and keep the interior of the Leased premises and the Lessor's fixtures and fittings therein in clean and sanitary condition. The lessee will re-paint the interior and exterior of the leased premises at their own cost, while vacating.

12. PERMISSION FOR INTERIORS

- 12.1 The Lessee will be entitled to carry out interior works in Leased Premises at its own cost. The Lessee will be entitled to put up temporary partitions, and to install air condition units in Schedule B Property which may be of window type, split unit, or central air conditioning.
- 12.2 That the lessee is permitted to furnish at his own cost the Dining & Kitchen on the first floor and rooms & bathrooms for hostel on the other floors, without damaging the structure of the building. Any issues arising from this either with (BBMP) or any other government / non-government authority will be handled by the Lessee.
- 12.3 The Lessee shall, at their cost, remove all alterations or fixtures made as in Clause 12.1 above and subjected to normal wear and tear, will handover the premises to the land owner in the same condition as it were delivered to lessee.

13. ADDITIONAL POWER

In the event of the Lessee requiring any additional power, the Lessors, at the request of the Lessee, shall make an application for such additional power and on such additional power being sanctioned from (BESCOM), the Lessors will make available the same to the Lessee. The Lessee shall pay all necessary charges, costs and expenses towards such additional power requirement and the Lessee shall, at the termination of the Lease of Schedule B Property, be entitled to surrender the additional power and receive refund of deposit amounts paid under this Clause.

15. BACK UP POWER FOR COMMON AMENITIES, FACILITIES AND COMMON AREAS

The Lessors have confirmed that with regard to the provisions for backup power for lifts, all the lighting in the common areas, pumps of the building and in the Schedule A Property on which the building is constructed shall be supported by backup power so as to have uninterrupted supply of electricity for such amenities and facilities and payment for such power consumed will be on pro-rata basis.

16. SUB-LETTING, ETC.

The Lessee shall not assign this lease or any part thereof, sub-let, sub-lease, underlet, license, create tenancy, sub-tenancy or part with possession directly or indirectly to any third party in respect of the whole or part of the Schedule B Property. However, the Lessee will be entitled to grant sub-lease, license, or assignment to any of its subsidiaries or holding companies, underwritten intimation to the Lessor.

17. REPAIRS AND MAINTENANCE

17.1 The Lessee shall maintain at their cost the Schedule B Property in a state of good repair.

17.2 The Lessor shall take care of any major repairs to the Schedule B Property which may be in the nature of structural repairs, leakage or repair, caused due to tempest, fire, earthquakes, or any other natural calamity. The Lessee shall keep Schedule B Property in an air and water tight condition.

17.3 The Lessor will, on being intimated of any major repairs, get the same repaired within fifteen days of the intimation being received, failing which the Lessee may at its discretion get the repairs carried out and deduct the amounts spent from the future rents payable. In case of dispute regarding the nature of major repairs the same shall be decided by certified Engineers and their decision shall be final.

18. INSPECTION

The Lessor or its authorized agents shall have the right to enter upon and inspect the Schedule B Property at all reasonable hours on any working day after giving 24 hours notice to the Lessee.

19. SALE

19.1 In the event of the Lessor disposing of Schedule B Property to any party other than the Lessee, such sale shall be subject to the leasehold rights of the Lessee and the Lessor shall inform such purchaser of the leasehold rights of the Lessee and the Lessee shall then be required to pay the lease rent to the purchaser on receipt of the letter of attornment from the Lessor and a letter of confirmation from the purchaser confirming to adhere to the terms and conditions of this lease and to be bound by the same including the obligation to refund the interest free security deposit, in terms hereof.

19.2 The Lessor shall, if it obtains a rental discounting facility or creates a mortgage of the Schedule B Property or any part thereof, ensure such discounting facility or the mortgage shall not in any manner affect the rights of the Lessee to use and occupy the Schedule B Property under this Lease Deed and shall ensure that such rental discounting facility or mortgage is created subject to the Lessee's rights hereunder.

20 INSURANCE

20.1 The Lessor shall, at its cost, obtain and keep in force adequate insurance cover to protect any loss and damage due to natural disasters, fire accident, civil commotion, riot, storm, tempest, flood or an act of God causing damage to the building or any other assets of the Lessor provided to the Lessee.

20.2 The Lessee may, if it wants, insure all its stocks equipments, furniture, fixtures belonging to the Lessee in Schedule B Property at its cost against theft, damages and fire.

20.3 The Lessee shall be responsible for the safety and security of all its materials, equipment goods.

21 SIGNAGE / AFFIXING OF BOARDS

21.1 The Lessee will be entitled to affix a board of its Firm at any place in and out of Schedule B Property with the prior approval of the Lessor.

21.2 The Lessee shall not be permitted to put any boards/ hoarding/ graffiti/advertisement material which will affect the other occupiers' area of use or office.

21.3 The Lessor shall provide a directory of the names of the owners and occupiers in the building entrance and the Lessee will be entitled to put up its name in such directory of names.

21.4 The Lessee will be entitled to put a display board on the outside of Schedule B Property facingMain Road, provided that such boards will be above the First floor level and up to the ceiling limit of the Schedule Property.
(Whether Required? If so, please provide the road name /specification)

22 SUSPENSION OF LEASE

22.1 In the event Schedule B Property or any portion thereof is affected by any governmental, judicial acts or decisions, arising out of non-payment of government dues or any other default by the Lessor or in any other manner becomes unfit for occupation or use and which prevents the full and free enjoyment of the entire Schedule B Property by the Lessee, and if the Lessor is unable to rectify such defects or put back Schedule B Property or any part thereof in full use by the Lessee, within a reasonable period of time not exceeding (60 days) from the date of the Lessor being notified,(the Lessor has notified the same to Lessee) the Lessee will be entitled to terminate, withdraw from and rescind from the Lease arrangement and all other relevant agreements and recover from the Lessor the Security Deposit and all deposits and advances paid upon or suspend the same. During the period of such suspension the Lessee will not be required to pay any amounts as agreed hereunder including the maintenance charges.

22.2 If the whole or any portion of Schedule B Property shall, at any time, be destroyed or damaged for any reasons other than for any act of omission or commission by the Lessee, so as to be rendered inaccessible or uninhabitable in whole or in part by the Lessee, the Lessee shall have the right to terminate this Lease with immediate effect, without any cost or liability to the Lessee. Correspondingly, the Lessor will be obliged to refund the interest free security deposit to the Lessee, on such termination and the Lessee handing over vacant possession of Schedule B Property. In the event the

Lessee does not terminate the Lease for the entire Schedule B Property and decides to continue to be in possession and enjoyment of only part of the Schedule B Property, (not being for removal of itself and its movables) the Lessee shall pay proportionate rent for that part which is still in usable condition, until such time as the Lessor shall have put Schedule B Property fully in usable condition.

22.3 In the event the Lessee is forced to vacate Schedule B Property due to any cause arising out of the events mentioned above in Clauses 22.1 and 22.2, the Lessee shall be entitled to remove as far as possible, the interior fittings and equipment of the Lessee in Schedule B Property, without causing in any way damage except normal wear and tear.

23 TERMINATION OF LEASE

23.1 TERMINATION DUE TO BREACH

23.1.1 In the event of the Lessee committing any breach of any of the terms of this Lease Deed or in the event of non-payment of rent for any two months, then the Lessor shall give notice of such default by the Lessee and the Lessee must, within (60 days) of the receipt of such notice, rectify such default failing which this lease will stand terminated at the end of the notice period and the Lessee shall hand over and deliver vacant possession of Schedule B Property to the Lessor subject to refund of the interest-free security deposit amount and subject to the condition of completion of lock-in period.

23.1.2 In the event of the Lessor committing breach of any of the terms of this Lease, the Lessee shall notify the Lessor of the breach and to rectify the same within a period of (60 days) of such notice, failing which the Lessee will be entitled to terminate the lease and be ready for handing over possession.

23.1.3. Upon termination or expiry of this lease agreement, which ever earlier, the Lessee is entitled to the refund of Interest Free Security Deposit which is stipulated in this Agreement, failure of which, the Lessee may keep the premises under lock and key until realization of the same.

23.2 ON EXPIRY

This Lease Deed shall terminate on expiry of its term, as stipulated in this Deed, subject to any renewals as per the terms hereof.

24 INDEMNITY

24.1 The Lessor will always keep the Lessee indemnified and hold the Lessee harmless for any breach of the covenants contained herein. In the event of there being any defect or deficiency or inadequacy in the Lessor's right to execute this Lease Deed and/or compliance of state/local laws or in case of any litigation arising affecting the rights of Lessee including but not limited to the use and enjoyment of Schedule B Property, the Lessor will indemnify the Lessee against all consequences arising there from including damages, losses, costs or any other claims/actions, or proceedings by others in respect of quiet and peaceful use, occupation and possession of Schedule Property.

25 RETURN OF PREMISES

25.1 The Lessee shall, on expiry of Lease or earlier determination of Lease in terms hereof, return Schedule B Property in the condition in which possession was first taken, subject to normal wear and tear which is expected. The Lessee, at its discretion, on the termination of lease or earlier determination will be entitled to remove all furniture, fittings and equipment installed by the Lessee and belonging to the Lessee.

26 STAMP DUTY AND REGISTRATION CHARGES AND EXPENSES

26.1 The cost of stamp duty and registration charges and other incidental expenses in connection with execution and registration of this Lease Deed and any Lease Deed for renewed terms shall be borne by the Lessee. The original Lease Deed shall remain in the possession of the Lessor and a certified copy thereof shall be retained by the Lessee. (The Agreement shall be made in two parts whereas, one copy may be retained by the Lessor and other, by the lessee) The Lessor will comply with the request of the Lessee to have the Lease Deed registered. The Lease should be surrendered in the Jurisdictional sub-registrar's office by the Lessee, before collecting the interest free security deposit from the Lessor.

27 MODIFICATION/VARIATION

27.1 No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Lease Deed and signed by the duly authorized representatives of both parties.

28 WAIVER/FORBEARANCE

The parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this Lease Deed, the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance and any such indulgence or forbearance shall not be deemed to be a waiver of the rights and the parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.

29 ARBITRATION

29.1 The parties agree that in case of any dispute or difference arising out of this Lease Deed, the matter shall be referred to arbitration of an Arbitrator of the standing of not less than a retired High Court Judge. The Arbitration shall be as per the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding upon the Lessor and the Lessee.

30 LANGUAGE, JURISDICTION AND ARBITRATION VENUE

The arbitration proceedings under Article 29 shall be held at Bangalore and conducted in the English language.

31 JURISDICTION

31.1 Subject to Clause 29.1 above, the Courts in Bangalore shall alone have jurisdiction with regard to this Lease.

32 GENERAL

32.1 SEVERANCE

In the event that any provision of this Lease Deed or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as would achieve the intention of the parties without illegality or at the discretion of the parties it may be severed from this Lease and the remaining provisions of this Lease shall remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties in which event the parties will decide to terminate this Lease.

32.2 NOTICE

32.2.1 No notice shall be deemed to have been served unless delivered under Acknowledgement Due to the address stated below.

Address of Owner: _____ Address of the lessor

Address of Lessee: Campus Students Communities Pvt Ltd.
No.33/5, National High School Road,
V.V. Puram, Bangalore – 560 004
Attn: Mr. Saket Jalan, Director.

It shall be open to the parties to modify the address for service of notice by way of written notice of 15 days of such change, delivered to the Parties at the addresses mentioned above. Such change of address shall be effective from 15 days of service of such written notice of change.

33 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Neither this Lease Deed nor any of its terms shall be construed or sought to be interpreted to authorize either of the parties to use any of the intellectual property rights of the other, nor is any of the terms of this Lease Deed is understood to be nor should it be sought to be interpreted to permit either of the Parties to use the other party's logo, trade names, trademarks in any manner whatsoever.

34 HEADING

34.1 The Headings to various Clauses hereinabove, are given for sake of convenience and easy reference only and they do not either govern, or affect interpretation of the meaning thereof.

SCHEDULE A PROPERTY

All that piece and parcel of property situated at(Address of the building)and bounded as described below and the development thereon being commercial building of (basement, ground and four upper floors) known as ('**Name of the building**'.)

Immovable property bounded by :	
On the East by	
On the West by	
On the North by	
On the South by	

SCHEDULE B PROPERTY

Total area measuring square feet of built-up area together with the right to use all the common areas including passages, lobbies, staircases and other areas of common use consisting of the following floors.

Ground Floor –
First Floor –
Second Floor –
Third Floor –
Fourth Floor –

IN WITNESS WHEREOF, the PARTIES hereto have executed this DEED OF LEASE on the day, month and year first above written:

Mr. Saket Jalan
(LESSEE)

Mr.....
(LESSOR)

Witnesses:

1:

1:

LAUNDRY SERVICE AGREEMENT

This service agreement ("**Agreement**") is made at Bangalore on-----, with effect from-----016 ("**Effective Date**")

BY AND BETWEEN:

Company, CIN: _____ a company incorporated in accordance with the laws of India, , having registered office at _____, having PAN card no: _____, represented by its director _____ (hereinafter referred to as "**Service Facilitator**") which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

And

_____, a firm with its service tax number _____ (hereinafter referred to as "**TLB**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) and having its registered office at _____ (hereinafter referred to as the "**Service Provider**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**.

The Service Facilitator and the Service Provider shall be hereinafter collectively referred to as "**Parties**" and individually as "**Party**" as the context may require.

RECITALS:

- A. The Service Facilitator is engaged in the business of managing and operating housing facilities for students under the name and style of “_____” with the website_____
- B. The Service Provider is engaged in the business of laundry services.
- C. The Service Facilitator has approached the Service Provider representing that it has full capacity for obtaining laundry services, in relation to cleaning, washing and ironing of clothes for the students residing at the accommodation/s managed and/ or operated by the Service Facilitator as contemplated in the Agreement. The Service Facilitator, based on such representations and warranties, has agreed to enter in to the Agreement with the Service Provider.
- D. The Service Facilitator hereby agrees to enlist the services of the Service Provider and the Service Provider hereby agrees to provide the services to end customers in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

1. SERVICES

Subject to terms of this Agreement, the Service Provider hereby agrees to provide laundry services (“**Services**”) to the end users as routed through the

Service Facilitator (such users, the "Customers") which is set out in detail in **Annexure 1** of this Agreement.

2. CONSIDERATION AND PAYMENT TERMS

- 2.1 In consideration of provision of the Services by the Service Provider to the Service Facilitator as per this Agreement, the Service Facilitator shall pay the monthly consideration before the 10th day of the start of every month, ("**Service Charge**") in the manner as set out in **Annexure 2** of this Agreement.
- 2.2 The Service Provider acknowledges and confirms that the Service Charge as recorded in **Annexure 2** is exclusive of Service Taxes. Service Taxes shall be paid in addition to the Service Charges in accordance with the applicable laws.
- 2.3 The Service Provider hereby agrees that it shall raise an invoice at the start of every month on the Service Facilitator, before the second day of the current month. The Service Facilitator hereby agrees that it shall verify the invoice within two working days from receipt thereof and undisputed invoices will be settled within 10 (ten) days of verification of said invoice .
- 2.4 The Service Provider hereby acknowledges and agrees that the terms of payment as mentioned in **Annexure 2** are reasonable and represent fair consideration for the Services to be provided by the Service Provider.

3. TERM

This Agreement shall come into effect from the Effective Date and remain valid for a period of one year unless terminated in accordance with the terms provided in this Agreement ("**Term**").

Both the parties agree to have a pilot run up to April 30, 2017 (Herein after known as the “Pilot Run”)at one of the housing facilities managed and/ operated by the Service Facilitator located at:

Sl. No	Hostel Location	Name of the Hostel
1		
2.		
3		
4		
5		
6		
7		
9		
10		

Post the Pilot Run, both the parties agree to renegotiate the terms of this agreement based on mutual discussion and learning obtained from the Pilot Run. Any new addition to the service locations shall be made a part of this agreement by way of an annexure and shall be read in whole with this agreement.

4. PACKAGING

- 4.1 The Service Facilitator shall provide the laundry pick-up bags to its students (2 per student). The service provider, post processing of the laundry shall pack the

garments with its own packaging material and deliver it back to the students along with the pick-up bag.

- 4.2 All packaging done by the Service Provider shall have the sole branding of the Service Provider.

5. REPRESENTATIONS AND WARRANTIES:

- 5.1 The Service Provider hereby represents and warrants to the Service Facilitator the following:

- 5.1.1 It is a legally valid entity and permitted to provide the Services under applicable laws. It has the authority, skill, experience and resources to perform the Services and its obligations as specified hereunder and shall so perform its obligations in an ethical and bona fide manner and in compliance with all applicable laws and regulations.

- 5.1.2 It has the authority to enter into this Agreement and its obligations hereunder are not in conflict with any other obligations, statutory, contractual or otherwise.

- 5.1.3 It is in compliance and shall at all times continue to be in compliance with all regulatory requirements to the extent that such regulatory requirements relate to the performance of its obligations under this Agreement.

- 5.1.4 The performance of its obligations as stated hereunder by the Service Provider (i) will not violate or contravene any provision of its constituent documents (if

applicable), (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.

5.1.5 The Service Provider shall ensure that no act of fraud, negligence or bribery is committed by it in relation to offering the Services to Service Facilitator.

5.1.6 The Service provider also ensures that the app facility provided for the tracking of the services shall always be updated within a maximum time but not beyond 12 hours from the time of such handing over of laundry garments to the service provider.

5.2 The Service Facilitator hereby represents and warrants to the Service Provider the following:

5.2.1 It has the authority to enter into this Agreement and that its obligations hereunder are not in conflict with any other obligations, statutory, contractual or otherwise.

5.2.2 It is in compliance and shall at all times continue to be in compliance with the regulatory requirements to the extent that such regulatory requirements relate to the performance of its obligations under this Agreement.

6. UNDERTAKINGS OF THE PARTIES

6.1 The Service Provider and The Service Facilitator undertake the following:

6.1.1 The Service Provider shall exercise the highest possible care and diligence when providing the Services.

6.1.2 The Service Provider shall ensure that at all times the Service Provider shall provide the Services in a method and manner which shall not bring any disrepute or tarnish the image of the name and brand of the Service Facilitator.

- 6.2.3 The Service Facilitator shall be responsible for collecting all the laundry garments from individual students from their respective rooms and keep it ready at a common area for pick-up by The Service Provider at mutually agreed cut-off times.
- 6.2.4 The Service Provider shall be responsible for pick and drop of clothing items from the common area of the hostel/ housing facilities under the supervision of a designated representative of the service Facilitator at mutually agreed cut-off times and vice-versa.
- 6.2.4 The Service Facilitator shall be responsible for creating tags for individual garments and placing them in the respective bags. Each bag shall be made identifiable with a particular student by the Service Facilitator.
- 6.2.5 Post processing of the laundry items, The Service Provider shall deliver back the items at the common area under the supervision of the designated representative of the Service Facilitator. The Service Provider shall not be responsible to deliver the laundry bags to each/ individual.

7. LIABILITY OF PARTIES

- 7.1 Liability of Service Provider in terms of this Agreement is as follow:
- 7.1.1 In the event of damage like colour bleed of such item, the Service Provider shall be responsible and shall be exclusively liable to compensate the Customer in accordance with the International Fabricare Fair Claims Guide and shall not exceed ten (10) times the service charge for cleaning that garment regardless of brand or condition. Nevertheless, the Service Provider cannot assume responsibility for inherent weaknesses or defects in materials which may result in tears or development of small holes in fabric that are not readily apparent prior to processing.
- 7.1.3 In case any clothing item is lost while in transit or in possession of the Service Provider, the Service Provider shall be exclusively responsible for such loss and shall be liable to compensate the customer, the amount which is settled with the

relevant customer by the Service Facilitator and in accordance with the International Fabricare Fair Claims Guide

- 7.1.4 The Service Facilitator/ Student must notify the Service Provider within 24 hours of receipt of a delivery of any lost or damaged items from that particular delivery; failure to do so constitutes waiver of a claim for any lost items from that delivery. The Service Facilitator also agrees to provide a reasonable time period to the Service Provider to rectify or locate the damaged or lost garment accordingly.

8. TRANSFER OF OWNERSHIP

On receiving the clothes, the clothes count shall be verified and matched with the count on the receipt. Any deviation from this shall be notified to the Service Facilitator. The Service Provider will be responsible for the garments after handing it over for processing and before handing over to the Service Facilitator's Representative. Accordingly, the Service Provider shall not be responsible for the garments before it is handed over to the Service Provider and after it is handed over to the Service Facilitator's Representative.

9. TERMINATION

- 9.1 This Agreement shall be terminated under any one or more of the following conditions:
- a) in the event of default of performance, by the Service Provider, of the Services as specified under this Agreement.
 - b) use of trademarks in a manner which is not in compliance with the approval given to the Service Provider for their use;
 - c) if the any of the Parties is declared bankrupt;
 - d) at any time during the Term, without cause and liability (including liability to pay charges) except for the expressed liability set forth herein, by providing at least 30 (thirty) days prior written notice to the other Party; and
 - e) expiry of the Term of this Agreement.

9.2 Service Facilitator may terminate this Agreement with reason and with prior notice of 30 days, for any breach of this Agreement by the Service Provider. Service Facilitator shall provide the Service Provider written notice of such breach as soon as it occurs, describing in detail the nature of the breach. Following receipt of such notice the Service Provider will have an opportunity to rectify such breach within 15 (fifteen) days of receipt of the same. If the breach is not cured during such rectification period then Service Facilitator shall be entitled to terminate this Agreement forthwith, without providing the Service Provider any further written notice for the same.

9.3 The Service Provider may terminate this Agreement with prior notice of 30 days if Service Facilitator does not fulfill any of its obligations under this Agreement including but not limited to payment of Service Charges. The Service Provider shall provide Service Facilitator written notice of such breach as soon as it occurs, describing in detail the nature of the breach. Following receipt of such notice, Service Facilitator will have an opportunity to rectify such breach within 15 (fifteen) days of receipt of the same. If the breach is not cured during such rectification period then the Service Provider shall be entitled to terminate this Agreement forthwith, without providing Service Facilitator any further written notice for the same.

10. INDEMNITY

Without prejudice to the other rights of the Parties under this Agreement or applicable Law, each Party (the '**Indemnifying Party**') hereby indemnifies and agrees to hold the other Party (the '**Indemnified Party**') indemnified, from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, any third party claims, assessments, interest, penalties and other costs or expenses incurred or suffered by the Indemnified Party based upon, arising out of, or in relation to (i) any investigation and/or claims with respect to the Services provided by the Service Provider; (ii) any breach of the representations, warranties and/or covenants made by the

Indemnifying Party to the Indemnified Party under the Agreement; and (iii) breach and/or non-performance by the Indemnifying Party of any of its obligations under this Agreement.

11. SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable under any law in force in India, the remaining terms of this Agreement shall remain and continue to have in full force and effect unless the illegality or the unenforceability invalidates the very basis of the Agreement.

12. ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND ETHICAL COMPLIANCE

Both the Parties expressly prohibit payment of bribes and also payment of any so-called “facilitation” or “grease” payments in connection with the Services, and each Party represents and warrants to the other that it shall comply with all applicable anti-corruption laws. Each Party represents and warrants to the other that in connection with this Agreement, it has not made, offered, promised or authorized and will not make, offer, promise or authorize any improper or illegal payment, gift or other advantage, whether directly or through any other person or entity, to any third party, including any “government official” (*i.e.*, any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organization) or any political party or political party official or candidate for office, for purposes of improperly influencing official actions or decisions or securing any improper advantage in order to obtain or retain business. Each Party shall have the right to terminate this Agreement and/or suspend payment or performance hereunder if it has a reasonable, good faith believe that any of the agreements, undertakings, representations or requirements set forth in this Clause 11 has not been complied with or fulfilled by the other Party.

13. INDEPENDENT PARTIES

Nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties or to provide the Service Provider with any right, power or authority, whether express or implied, to create any such duty or obligation. It is clarified that under no circumstances will the employees of the Service Provider be deemed to be an employee, contractor of the Service Facilitator

14. TAX LIABILITIES

Each Party shall be individually and directly responsible to fulfil its tax obligations as per applicable laws.

15. LICENSES AND APPROVALS

Each Party shall be responsible and shall ensure that it has all legal permissions, license and approvals to undertake all activities as contemplated under this Agreement. Further, each Party shall comply with all such regulatory and statutory laws and norms as required to conduct its operations.

16. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement and any dispute or claim relating to it, its enforceability or its termination, shall be governed by and construed in accordance with the laws of India. The courts at Bangalore, India shall have exclusive jurisdiction over any disputes under this Agreement.

17. ASSIGNMENT

Neither Party shall be entitled to assign or transfer all or any of its rights, benefits or remedies under this Agreement at any time to any third party without prior written consent of the other Party, such consent not being unreasonably withheld.

18. AMENDMENT

This Agreement may be modified or amended by the Parties herein, only if the modification/amendment is made in writing and signed by both the Parties.

19. NOTICES

Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified above or at such other address as the Party shall specify in writing. Notices shall be considered given upon personal delivery, facsimile transmission, receipt of email transmission of the written notice or within 5 (five) working days after posting by certified or registered mail address.

20. COUNTERPARTS

This Agreement may be executed in two counter parts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

21. INTELLECTUAL PROPERTY

All intellectual property rights, title and interest in and to the service provided under this agreement and all hardware, software and other components of or used to provide the service under this agreement will remain with and belong exclusively with the originating Party. Both Parties shall have right to use the other Party's logos and has right to reveal to third party that the other Party is a partner in its communications, press releases, interviews with such third party after obtaining written consent from the other party.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year herein above written.

Signed and delivered by the authorized representative for and on behalf of:

Company

Service Provider

Signature

Name:

Designation:

In presence of _____

Signature

Name:

Designation:

In presence of _____

Annexure I

The Service Provider shall provide the following services to the Service Facilitator in terms of this Agreement:-

Collectively defined as “**Services**”.

WASHING AND STEAM IRONING:

1. The clothes shall first be inspected for stains and damages and all the clothes deemed unprocessable shall be kept aside. The Service Provider shall exercise utmost care in cleaning and processing garments entrusted but does not guarantee removal of all stains.
2. All the clothes of one booking id shall then be washed in the washing machine.
3. The washed clothes shall be dried in a dryer until they are completely rid of water.
4. They shall then steam pressed, sorted and packaged neatly for dispatch according to their booking ids after this thereby completing the process.

Annexure 2

The payment of Service Charges, payable by the Service Facilitator to the Service Provider, shall be exclusive of Service Tax and shall be calculated at the rates as mentioned below:-

Wash, Dry, Fold and Steam Press: Rs. 500 plus taxes Per Month Per Student/ Resident With A Maximum of 40 Garments Per Month. In case the number of garments given in a particular month by the student/ resident exceeds 40 garments per month, the service provider shall charge an additional charge of Rs. 17 Per Garment (Plus Service taxes) and such additional charge shall be collected by the Service Provider directly from the student/ resident in cash and in advance.

The student/ resident shall be liable to pay Rs. 500 plus taxes even in case the number of garments given in a particular month by the student/ resident falls short of 40 garments per month.

- a) Service Taxes shall be applicable as per the applicable laws in addition to the aforementioned Service Charges.
- b) In the aforementioned Service Charges in case of Wash, Dry, Fold and Steam Press, garments that are deemed unfit for Steam Press shall not be Steam Pressed. The garments shall be counted at the premises of the Service Provider and invoices shall be raised upon the Service Facilitator accordingly.
- c) Undergarments, Socks, Blankets, Curtains, and any other heavy garment shall not be accepted under this package.

Lease Addendum

This Addendum to the Original Lease Agreement Executed as on _____ 2017
is executed as on _____ 2017 at Bangalore

Between

1. Lessor's name
2. Lessor's name

Both residing at XXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as Lessors of the
FIRST PART

AND

COMPANY, a registered Partnership firm represented by its partner having address
at _____ Address of the Firm _____, Herein after referred to as LESSEES of the
SECOND PART.

WHEREAS the LESSORS and LESSEE, had executed Lease Agreement dated _____ for
the purpose of running students housing facility owned by the Lessees at the leased
premises at _____ Address of Leased Premises _____, for a period of Lease
Tenure____.

WHEREAS the parties hereto have desired to clarify on the following point of the Lease
Agreement for future references and to avoid any misunderstandings.

NOW THE ADDENDUM TO LEASE WITNESSETH AS UNDER:

1. The Original Lease Agreement has incorporated the rent commencement as
_____. The same may be read further as _____ 2017
(_____).
2. The 12 months calculation with regard to the tenure of the Agreement may be
calculated from 1st of May 2017 to 30th day of April 2019 i.e, from 01/05/2017 to
30/04/2018.

IN WITNESS WHEREOF the parties hereto have signed this deed of addendum to lease
agreement on the day month and the year first above written.

(Lessor)

(Lessee)

(Lessor)

Witnesses:

1

1

Particulars Required:

1. The Lessors name and Address with Pan #. If the same is a Company Then CIN #.
2. If the Lessor is a Company, person representing the Company, Pan Number of the Person representing the company, his address and the Company's registered Address
3. Rent Commencement and / Hand Over Date
4. Rent
 - a. Rent payable
 - b. Payment method
 - c. Increase percentage;
 - d. description as to whether yearly base or specify accordingly
5. Lease Tenure and lock in period and renewal options if any
6. Security Deposit
 - a. Payment method and mode
7. Description of the Building:
 - a. Total Area In Sq. Ft
 - b. No: of Floor
 - c. Boundaries
8. Power Supply Details
 - a. How many phase
 - b. Power
 - c. Whether back up Provided
9. Repair
10. Stamp duty and registration cost bearing ratio
11. Termination notice period
12. List of Furniture/ Fixtures Provided

Non Compete Agreement

By and among

1. **Mr. retiring Partner**, son of _____, residing at _____, India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as "**THE RETIRING PARTNER**" AND

2. **Mr. Continuing Partner**, son of _____, residing at _____, India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as "**THE CONTINUING PARTNER**" AND

Company, a partnership firm formed as the Indian Partnership Act 1932 and having registered office at _____ and having registered partners (1) _____ and (2) _____, represented by its Partners and hereinafter referred to as "**Company / Partnership Firm**" AND

3. **The New Partner**, company registered under The Companies Act, 2013 (PAN No. _____) having its registered office at _____, India acting through its authorized representative **Mr. yy** (hereinafter referred to as "**THE NEW PARTNER**")

Non Compete & No Solicitation

Non Compete

1. The retiring partner shall not for the period 8 (Eight) years from the date of signing of retirement deed, either solely or jointly, directly or indirectly by themselves and or through relatives and or through its affiliates, directly or indirectly through or in conjunction with, or on behalf of any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise:
 - a. Canvass, solicit, approach or endeavor to entice away from the company its customers and clients, who is or which shall have been, customer or client of or who has been dealing with, or negotiating with, or dealt with by, the company in relation to business;
 - b. Carry on, participate or be engaged or interested (whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise) in any activity or business which competes with the business in whole or part;
 - c. Divert from the company any orders, enquires, business or suppliers of the company / partnership firm.
 - d. It is clarified here that retiring partners any family member which includes parents, brother, wife, sister, sister in law, children, newpew, uncles, his friend Mr. Mohan will not start or carry any business related to student housing and not try to engage or approach the customers, enquires, suppliers, students, etc. Also will not engage in student housing or similar business for above said period.

Non Solicitation

1. The retiring partner shall not either solely or jointly, directly or indirectly by themselves and or through relatives and or through its affiliates, directly or indirectly through or in conjunction with, or on behalf of any other person solicit the employment of any person:
 - a. Who at the time of such solicitation is employed by the company
 - b. Who (No being the key employee) has resigned from the company and a period 3 (three) years has not expired from the completion date of his resignation.

2. Retiring partner agrees and undertakes that, at any time after the retiring date, directly or indirectly, without prior written consent of the new partner use or register in any way any name identical to or likely to be confused with the name of the company.
3. The retiring partner hereby jointly and severally agree and acknowledge that the consideration paid by the new partner to the retiring partners for retiring or purchasing the sale of its shares in company / partnership firm and any other payment in accordance with MOU Signed/Agreement signed is adequate even for the above covenants.
4. The retiring partner hereby jointly and severally agrees and acknowledges that the restrictions contained in this agreement are considered reasonable for the legitimate protection of the business and goodwill.
5. Notwithstanding anything contrary stated herein; each of the retiring partners jointly and severally undertakes to at all times observe and be bound by the spirit of this agreement.
6. The retiring partner hereby jointly and severally agree and acknowledge that the covenants and obligations with respect to non-compete as set forth in this agreement relate to special, unique and extra ordinary matters, and the violation of any of the terms of such covenants and obligations will cause an irreparable injury to new partner (s). Therefore, each of the retiring partners jointly and severally agree that the new partner shall be entitled to a temporary and/or permanent injunction, restraining order or such equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any of the sellers from committing any violation of the covenants and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the new partner may have at law or in equity.

SIGNED SEALED AND DELIVERED

By the within named Mr. Retiring Partner)

In the presence of)

SIGNED SEALED AND DELIVERED

By the within named Mr. Continuing Partner)

In the presence of)

SIGNED SEALED AND DELIVERED

By the within named _____ on behalf of)

Company)

In the presence of)

SIGNED SEALED AND DELIVERED

By the within named _____ on behalf of)

The new Partner)

In the presence of)