

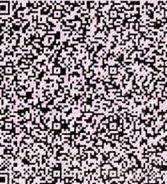
INDIA NON JUDICIAL

Chandigarh Administration

सत्यमेव जयते

e-Stamp

Certificate No.	: IN-CH44837101381233V
Certificate Issued Date	: 12-Sep-2023 02:18 PM
Certificate Issued By	: chridhrai
Account Reference	: IMPACC (GV) / chimpfsp07 / E-SMP HIGH COURT / CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0788084638408051V
Purchased by	: MANBHINDER SINGH
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SKY TRAILS
Second Party	: SUBHAM
Stamp Duty Paid By	: SKY TRAILS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

JD 0032495538

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shclestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

SSDC ENROLLMENT AGREEMENT

This Agreement is executed on 14/09/2023 between THE SKYTRAILS, registered company under Company Act, 1956 having its registered office at CHANDIGARH (hereinafter referred as "the Company") and SUBHAM R/o JIN DHARAN having Passport No. X9737313 (hereinafter referred as the 'Applicant')

WHEREAS the Applicant has shown his/her desire to enroll into the Skytrails Skill Development Centre (hereinafter referred as "SSDC") to receive the training as recommended by the Company for the purpose of work permit and the Company has after evaluating the best suited job profile according to information circulated by the Applicant in the Admission form has suggested the Client to take up the forth with job profile.

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

1. Placement in Skill Development Center -

If Required the Company agrees to place the Applicant in a skill development center for the purpose of training the Applicant in the skills necessary to perform the job duties of Cleaner. The Company has shortlisted the job profile of the applicant after thoroughly reviewing the information and certification and other details as provided by the Applicant and the Applicant is aware the Center will be selected by the Company only, and will be located at N/A.

The Company has no role in the teaching and methodology used in the Centre and skills taught in the Centre will executively as per international norms. The Company will not be liable for any act or omission on behalf of the center during the training period.

2. Duration of Training -

A Short term training period will be commencing on N/A and ending on N/A. After the Completion of the training, the applicant will receive a certificate of completion upon successful completion of the training.

3. Cost of Training -

The Applicant will pay an total amount of 2,36,000/- and out of which the Applicant will pay Rs.1,00,000/- (rupees one lakh) + GST (Government Service Tax) as an initial payment. The cost of training is part of the entire amount to be paid by the Applicant and no extra amount is charged from the Applicant to be enrolled in the Skill Development Centre. The entire amount is subject to refundable in case, the Applicant does not receive work permit/visa.

The Applicant will bear the cost of his/her stay. The Company will not accommodate the Applicant. The Centre will bear cost N/A.

After making the payment for enrollment into the Centre, if the Applicant wishes to not to attend the program of the training Centre or return back from the training Centre before the completion of training period, then in such case, the Company shall not refund any amount to the Applicant. After making a payment, it is obligatory for the Applicant to attend the Centre and if the Applicant fails to oblige such a condition for any reason, no amount shall be refunded to the

Applicant.

The Applicant shall also pay Rs. 2,00,000/- (rupees two lakh) as a security amount, the security amount will be refunded to the Applicant after expiry of 12 months and on receiving a e-mailing from the recruited employer overseas verifying that the Applicant is working with them and has not switched the recruited Company after receiving the work permit/visa. In case, the Applicant has switched the Company before the completion of 12 months, the security amount will be paid to the recruited company as indemnity.

The Applicant assures to work with the recruited employer overseas and if the Applicant does not work with the recruited employer overseas, then in such a case the Company can take legal action against the Applicant.

4. Applicant's Obligations :-

The Applicant agrees to:

- (a) Attend all training sessions.
- (b) Mark biometric attendances.
- (c) Complete all coursework and assignments.
- (d) Maintain a satisfactory academic standing.
- (e) Do not misbehave or use indecent language.
- (f) Abide by the rules and regulations of the Center.

If the Applicant violates any rules and regulation of the Centre, including smoking or consumption of liquor or consumption of any contraband, the Applicant will be removed from the Centre with immediate effect or be suspended for 15-20 days from the training.

The Applicant undertakes to provide genuine and authentic documents to the Company and if the documents such as PCC, Medical Certificates etc. are found to be false and fabricated in those circumstances, the Company shall not be liable to the outcome of the work permit/visa process and shall not be liable to refund any advances. The Company also restores the right to receive compensation in lieu of a defective document and also have the right to intimate any legal process against the Applicant and the Guardian.

5. Intellectual Property Rights :-

The Applicant shall not use any intellectual property rights, including name and/or trademarks and any other distinctive sign or symbol or logo of the Company or the Centre in whole or in part, or in combination with any other names, words, or signs.

The Applicant understood that the intellectual property rights, including names, copyright/s and trademark/s of the Company and the Centre are and will remain the exclusive property of them. Further, Applicant shall not acquire any rights in respect of said intellectual property rights, including names or copyright/s or trademarks, and that the Applicant is not authorized to use them.

The provisions of this Clause shall survive the expiry or termination of the Contract.

6. Indemnity:-

Without limiting any other rights which the Company may have under this Contract and under

law, Applicant shall defend, indemnify and hold the Company harmless from and against any and all claims, demand, loss, damage, liability, cost or expense (including professional fees and costs) as incurred, arising out of or in connection with any –

- (a) act or omission of on part of the Applicant obligatory to abide and perform;
- (b) any infringement of a third party's intellectual property rights or any other rights;
- (c) any negligent or willful acts or omissions which results in personal injury (including death) or damage to tangible property (including lost or damaged data);

Nothing herein shall limit any other right or remedy of the Company available elsewhere in this Contract or under any applicable law. The provisions of this Clause shall survive the expiry or termination of this Contract.

7. Arbitration –

Any disputes or claim arising out of or relating to this Contract, the interpretation hereof, shall, if not resolved by mutual discussions between the Parties within 30 days of reference thereof by one Party to the other in writing, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted by a sole arbitrator to be appointed mutually by the Parties and shall be held in Chandigarh, India. The arbitration proceedings shall be conducted in the English language.

8. Entire Agreement :

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written

9. Governing Law :

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

10. Severability –

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

11. Additional Clauses:

Any clause added after signing of this agreement by both the parties on mutual agreeable terms, the effect of that clause shall be retrospective (i.e., date of signing of this agreement). Such additional clauses shall be part and parcel of this agreement and shall not be treated as separate agreement in whatsoever nature. The additional clause shall be in writing and shall be annexed with this agreement and shall be signed by the both the parties.

12. Waiver –

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

13. Notices –

All notices served to either party shall be in writing. Either party is liable to reply within 15 day from the service of the notice.

14. Binding Effect–

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their

Subham

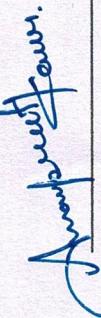
respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 14 | 09 | 2023

WITNESS- (a) Nitin / Nitin

(b) Anur / Anur

BY PARTIES -


Anur / Anur

COMPANY REPRESENTATIVE

APPLICANT

Subham