

ADMISSION FORM

Sankar Madhab Path, Gandhi Nagar, Panikhaiti,
Guwahati - 781026, Assam (India)

Form No.

Date ____/____/____

Note: All entries must be filled in by the candidate himself / herself in capital letters.

Enrolment No. : Counsellor Code :

(Leave Blank)

Program Applied for : Specialization (Wherever applicable) :

Stream ☐ IT ☐ Management

Student Category ☐ INDIAN ☐ NRI/INTERNATIONAL

Enrollment Type ☐ Regular ☐ Lateral / External ☐ Transfer

Paste your latest
passport size
photograph.
Avoid use of pin or
stapler.
Attach One additional
photograph in an
envelope.

Signature of the candidate (in the box)

(Fill information below as per Secondary / Senior Secondary Certificate)

Name of the Candidate

Father's Name

Mother's Name

Correspondence Address (Please mention the address where you would like to receive your Study Material)

C/O Address

City

Pin

Post Office Dist.

Police Station

State

Country

Tel.

Mob.

S T D Do not begin with zeros

E-mail

Alternate E-mail

(Please fill if different from Correspondence Address or write "SAME AS ABOVE")

Permanent Address

State

Country

Post Office

Police Station

Dist.

Note: All Communications will be mailed at the above address.

Date of Birth Nationality: INDIAN ☐ Others ☐ Specify Name.....

D D M M Y Y Y Y

Place of Birth

Sex: ☐ Male ☐ Female Category ☐ GEN ☐ OBC ☐ SC ☐ ST ☐ MOBC ☐ Others ☐

Area : ☐ Urban ☐ Rural Marital Status : ☐ Married ☐ Unmarried ☐ Widow

Employment Status : ☐ Emp. ☐ Un-emp. Religion ☐ Hindu ☐ Muslim ☐ Sikh ☐ Christian ☐ Others

(Put a tick mark in the appropriate box.)

Educational Qualiications

S. No.	EXAMINATION	Stream / Specialisation	BOARD / UNIVERSITY	YEAR	% MARKS
1	10th (Secondary)				
2	10 + 2 (Senior Secondary)				
3	Graduation				
4	Post Graduation				
5	Any Other Qualification				

Current Employment Details

Total Service (Years) Current Designation

Office No.: Official E-mail

Mode of Payment ☐ (Payment should be drawn in favour of "down town Charity Trust", payable at Guwahati.)

DD No._ Date_____ Bank Name _ Amount _____

Cheque No._ Date_____ Bank Name _ Amount _____

Inter Bank Transfer No._ Date_____ Bank Name_ Amount _____

Online Transaction ID Date_____ Bank Name Amount _____

Counter Slip._ Date_____ Bank Name _ Amount _____

Post Dated Cheques (PDCs) ☐

Cheque No_____ Date_____ Bank Name Amount _____

Cheque No_____ Date_____ Bank Name Amount _____

Cheque No_____ Date_____ Bank Name Amount _____

Cheque No _____	Date _____	Bank Name _____	Amount _____
Cheque No _____	Date _____	Bank Name _____	Amount _____
Cheque No _____	Date _____	Bank Name _____	Amount _____

Self Attested photo copy of following Documents Attached herewith (Please Tick) :

- ☐ 10th Mark sheet ☐ 12th Mark sheet ☐ 10th Certificate ☐ 12th Certificate ☐ Degree Certificate ☐ Diploma Certificate
☐ Diploma Mark sheet ☐ Provisional Certificate ☐ All Year Degree Mark sheet ☐ NOC ☐ Transfer Certificate
☐ Migration Certificate ☐ Marriage Certificate/ Name Change Document ☐ Photographs 3 nos ☐ Address Proof
☐ Copy of Passport (For NRIs) ☐ Govt. Photo Identity ☐ Letter of Undertaking ☐ Work Experience

Legal Aspects

Assam down town University (ADTU), reserves the right to change the body of knowledge, prescribed books, the curriculum, examination pattern, evaluation system, rules and regulations. The students are governed by the latest regulations applicable to them during the relevant academic year. This document is designed to provide the prospective students with information only. ADTU assumes no liability of any kind to any person for providing this information, whether or not such persons rely on it and even if they inform ADTU of their reliance on it. This document may contain forward-looking statements like, but not limited to, general market, macro-economic, governmental and regulatory trends, technological developments, legislative developments, court decisions, scope for further studies, career opportunities for graduates from ADTU. Such forward-looking statements contained herein are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in the forward-looking statements. ADTU undertakes no duty to update any forward-looking statements, to reflect future events or circumstances.

Enrollment Agreement: The "Application Form for Enrollment" is the Enrollment Agreement (hereinafter referred to as the Agreement) between the applicant who wishes to enroll for ADTU Programs.

Entire Agreement: This Agreement constitutes and expresses the entire agreement and understanding between ADTU and the students of ADTU in reference to all matters herein referred to, all previous discussions, promises, representations and understandings relative thereto, if any, had between the parties hereto, being herein merged.

Interpretation:

- The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other gender or numbers where the context so indicates or requires.
- Unless otherwise expressly provided, references to days, months or years are to calendar days, months or years.
- Person or persons **include** individuals, partnerships, corporations, government agencies or other entities.
- Section headings are **included for convenience only** and are not to be used to construe or interpret this Agreement.

Conclusion of the Agreement: The Agreement is irrevocably concluded after the applicant signs the application form and submits it along with the required amount, physically, electronically or otherwise.

No Third Party Beneficiaries: Enrollment of any student into the Program, shall not entitle any person (including, without limitation, members) to any rights as third party beneficiary.

Balance of Dues: The liability of the student to pay the balance of dues continues until the last installment is cleared even if the student, for any reason, withdraws from/discontinues the pursuit of the program. Wherever students have arrears of payment, they will not be permitted to register for the examinations or their examination result will not be released and their mark-sheets, pass certificates will not be issued. Further, such students will be considered as inactive on the rolls and their names are liable to be removed from the records.

No Obligation to Services, etc.: ADTU has no obligation to render any services to the student members beyond the period of validity of enrollment. To clarify further, no obligation of ADTU shall survive beyond the period of validity of enrollment.

Limitation of Liability: The liability of ADTU towards the students is limited only to the extent of the fee paid by them. To clarify further, ADTU shall not be liable to the students for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits.

Force Majeure: ADTU shall not be liable for delay or failure in performance of any of its obligations under the Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of ADTU (including without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, decisions of the University, decisions of the courts and governments, communications or power failure, equipment or software malfunction, or labor disputes). **Indemnity:** A student agrees to indemnify, defend and hold ADTU harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees and costs) arising out of any third party claim, action or proceeding based directly or indirectly on the acts of omission or commission by the member or his/her agents, the breach or alleged breach or failure to comply with any applicable laws or regulations, concerning the practice of profession of management. **Arbitration:** All disputes relating to or arising out of this Agreement shall be settled by reference to arbitration only and not by recourse to the courts of law including consumer courts/fora, as per the applicable Indian Law including the Arbitration and Conciliation Act of 1996. Arbitration shall be conducted by an arbitration tribunal consisting of a single member only. ADTU's nominee shall be the *"persona designata"* as an arbitrator. The venue of arbitration shall be Guwahati, Assam, India. The students should first exhaust the remedy from the Institute Arbitration Tribunal before approaching any court of law and/or seeking redressal under the provision of Consumer Protection Act 1986. The arbitration clause shall however not apply if ADTU and/or the authorized agent decide to prosecute any student for any criminal offences, including but not limited to dishonor of postdated cheques.

Applicable Law: The Agreement shall be deemed to have been made in Guwahati in the State of Assam, India and shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Assam, India without reference to principles of conflict of laws thereof. Judicial proceedings regarding any matter arising under the terms of the Agreement shall be brought in the relevant courts of Guwahati, Assam.

Jurisdiction for all disputes (if any) relating to ADTU is only/exclusively in Guwahati, Assam India.

TERMS AND CONDITIONS

These terms and conditions (the "Terms") are the basis of the contract (the "Contract") between Assam down town University, Guwahati ("ADTU"/"us"/"we"/"our") and you.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time. Every time you wish to enroll with us, please check these Terms to ensure you understand the terms which will apply at that time.

APPLICATION OF THESE TERMS

Payment of the requisite fee (as mentioned in fee schedule) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorized agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enroll on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this Contract.

APPLICATION, ENROLMENT AND PAYMENT

Applications will only be accepted with payment of the deposit of the lumpsum fee or first installment as applicable. In cases where payment of course fees will be made via online platform, you will need to complete the Enrolment Form when submitting your Enrolment Application which will be subject to our approval and acceptance.

If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.

The balance of course fees (i.e. the total fee(s) less any installment paid) is due as defined in the course fee schedule. If the balance is not paid defined date, we reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student

You must accept the End User License Agreement (EULA) on first use of any PC DVDROM products supplied to you as part of your course.

The date of enrolment for a student to be eligible for exams would be the date when we issue the enrollment number and not the payment date or form receipt date.

If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local courier office an additional distribution fee may be charged if we are required to take receipt of, collect and/or redeliver the materials.

Our stated course fees include any delivery charges we incur to send course materials to an Indian address other than as stated in these Terms. Please note if your course materials have to be delivered to a non Indian address, you accept liability for the delivery charge we will incur. Please contact our Customer Service Team to check the delivery charge for the said course materials.

Please print your name clearly on the application form. Your name will appear as detailed on the form on your certificate. An additional fee will be charged should you wish to amend and re-print your certificate.

LATE PAYMENTS

Where payments are made by agreed installments and those installments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 1% on a monthly basis until payment is made.

CANCELLATIONS BY YOU

If you have enrolled, you have a legal right to cancel a Contract during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do

not want to enroll on a course, you can notify us of your decision to cancel the Contract but fees will be non refundable once paid.

OTHER RIGHTS OF CANCELLATION.

We understand that occasionally, due to unforeseen circumstances, applicants may need to alter or cancel their arrangements. In these cases every effort will be made to accommodate the change, although please be aware that it may not always be possible. There may also be a delay in enrolling you onto an alternative course. To request an alteration or to cancel your course booking you must send a letter of cancellation, together with an alternative booking (where applicable) to our Head Office no later than within 7 working days from date of payment of fees.

Any alterations and/or cancellations are at our discretion and are subject to an administration fee, as outlined below.

Provided your request is received by us within the timeframe specified above then:

Where you wish to transfer to an alternative course and we are willing to accommodate your request then any fees paid, will not be transferred to the alternative course; or

Where you wish to cancel your course booking but do not wish to enroll on an alternative course, where approved, we will not refund you the fees paid.

In any case, no refund will be given for changes or cancellations made under no circumstances will the amount paid will be refunded.

If you wish to transfer courses more than once, we reserve the right to charge an administration fee in respect of each individual transfer and/or alteration.

We reserve the right to make additional charges on alterations to cover costs incurred by us in respect of course materials, online learning registrations and/or tutor time. You will be notified of any charges that may be applicable on alteration.

CHANGES AND CANCELLATIONS BY US

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to attend one of our courses.

LIABILITY

In any event, our liability to you in respect of any claim made will not exceed the course fee paid by you.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- Defective products under the consumer Act.

INTELLECTUAL PROPERTY

"ADTU" is a trademark. You do not have any right to use these marks unless we specifically consent to you doing so.

All written materials supplied by us to you shall belong to us until payment in full has been received.

If we provide you access to any online subscription materials, you acknowledge that such access is granted to you solely as a licensee. This license will terminate on completion of your course or cancellation, whichever is the earlier.

All course materials and any online subscriptions are provided solely for your personal use in connection with your course. You may not copy, reproduce or modify any such materials, nor permit any third party access to them.

DATA PROTECTION

Data collected from you will be used to administer the course or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. Subject to clause mentioned below, we will not pass your data to third parties. You agree to comply with the provisions of our privacy policy which can be found on our website and in our student handbook.

EVENTS OUTSIDE OUR CONTROL

A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of its obligations under this agreement to the extent that such delay or non-performance is due to circumstances beyond that parties reasonable control.

MISCELLANEOUS

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not

mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations.

If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them.

These Terms shall be governed by Indian law and you and we both agree to the exclusive jurisdiction of the Guwahati courts.

Please note our online learning requires a minimum broadband speed of 512kb per second. We do however recommend a speed of at least 2MB per second to assist with your learning and the loading speed of our online learning platform.

University does not guarantee smooth functioning of any electronic device like Tablet PC which may have been offered for few program, if any manufacturing defect occurs it would be responsibility of the manufacturer of said electronic gadget. The university is concerned only for academic support to the student enabling him/her to complete the program enrolled.

I hereby declare that I have read and understood all the terms and conditions mentioned above and accept them.

Certificate of Undertaking

1. I have understood the payment terms, University Guidelines, other terms and conditions and agree to abide by the University policy and guidelines from time to time
2. All documents submitted are true copies, if found illegitimate, admission can be forfeited without any refund
3. I agree not to countermand and to honor all the post dated cheques (optional) enclosed by me/submitted by me towards the Installment Facility
4. I understand that in case I withdraw from the program I will not be entitled to claim any refund of amount paid
5. I agree that I will settle the amount with ADTU whether or not I continue in the program, I understand the Jurisdiction for all disputes (if any) relating to the Institute is only/exclusively Guwahati, Assam
6. I hereby declare that the information provided by me in the Application is true and correct to the best of my knowledge
7. My signature below certifies that I have read understood and agree to the rules and regulations, including "Legal Aspects" and my financial responsibilities
8. Submission of Fees and Admission form does not mean that admission is confirmed. The admission will be treated as enrolled only after Registration Number has been generated by University.

Place: _____

Date : _____

(Signature of Applicant)

FOR OFFICE USE ONLY (To be filled by University)

	Approved	Processed	Processed
Signature :			
Date :			

Challan No.

--	--	--	--

Reg. No.

--	--	--	--	--	--	--	--	--	--

Admission Status

☐ Confirmed ☐ Provisional