

AGREEMENT

This agreement is made

BETWEEN

Girnarsoft Education Services Pvt. Ltd., a private limited company incorporated under the Companies Act, 1956 and having its registered office situated at 21 GIRNAR, Govind Marg, Moti Doongari Road, Dharam Singh Circle, Jaipur-302004, Rajasthan, through its Authorised Signatory, Mr. Ruchir Arora, (hereinafter referred to **GESPL** as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its heirs, executors, administrators, its agents and permitted assigns), **OF THE ONE PART.**

AND

Manipal University, Jaipur, having its campus located at Jaipur-Ajmer Express Highway, Dehmi Kalan, Near GVK Toll Plaza, Jaipur, Rajasthan 303007, through its Authorised Signatory, Registrar, hereinafter referred to as "**MANIPAL UNIVERSITY JAIPUR**", which expression shall unless repugnant to the meaning or context hereof, be deemed to include its, executors, administrators, agents and permitted assigns), **OF THE OTHER PART.**

WHEREAS GESPL is carrying on the business in the field of education through marketing services, advertising solutions, e-commerce and all other types of electronic media, as well as provides various services like counseling, advertising etc. to the educational institutes, through its website in the name of www.collegedekho.com.

WHERE AS MANIPAL UNIVERSITY JAIPUR has requested GESPL to promote MANIPAL UNIVERSITY JAIPUR, Rajasthan and Counsel students/applicants to take admissions in various Courses offered by MANIPAL UNIVERSITY JAIPUR.

This Agreement has been entered into by and between both the parties on the following terms and conditions on the date first above written:



1. DURATION



This Agreement will be valid for a period of **7 months** from 15th February 2016 to 15th September 2016. This Agreement may be extended for such further period(s) and on such terms and conditions with mutual consent of both parties.

2. SCOPE OF SERVICES:

GESPL through its various resources shall promote MBA and BHM Programs of MANIPAL UNIVERSITY JAIPUR and counsel the Applicants/Students to join the MBA and BHM Programs at MANIPAL UNIVERSITY JAIPUR.

MANIPAL UNIVERSITY JAIPUR shall pay promotional charges as per terms and conditions as mentioned in **ANNEXURE A** to this agreement.



Girnarsoft Education Services Private Limited



Regd. Office: 21 Girnar, Govind Marg, Moti Doonagri Road, Dharam Singh Circle, Jaipur-302 004, Rajasthan, India.
Ph: 91-141-4224400 | Email: finance@girnarsoft.com | (CIN No. - U80302RJ2015PTC047265)

3. DELIVERABLES BY PARTIES:

- a) MANIPAL UNIVERSITY, JAIPUR hereby engages the services of GESPL for promotion of Courses offered by MANIPAL UNIVERSITY JAIPUR mentioned in ANNEXURE B to this agreement.
- b) MANIPAL UNIVERSITY JAIPUR shall provide support that is necessary to make a sale/enrollment application/registration including courses details & sales training.
- c) MANIPAL UNIVERSITY JAIPUR will provide one point of contact to GESPL for managing all billing, training and courses related queries.
- d) MANIPAL UNIVERSITY JAIPUR will inform on any new Program introduction / Program discontinuation/ prospectus changes / fee structure changes or other relevant data related to courses/syllabus and will assist during Campus visits of applicants/students.
- e) GESPL shall provide the list of Applicants/students prior to admission which they have counseled for the purpose of admission in MANIPAL UNIVERSITY JAIPUR.
- f) GESPL is authorized to use MANIPAL UNIVERSITY JAIPUR name in all its promotional activities for counseling and approaching candidates to join the specific Programs being offered by MANIPAL UNIVERSITY JAIPUR.
- g) GESPL can use all its distribution modes for promotion of MANIPAL UNIVERSITY JAIPUR through its various modes of promotion including media, telesales, online, brochures, banners and google site etc.
- h) This agreement is non-exclusive, and MANIPAL UNIVERSITY JAIPUR can avail the services of other agencies at its sole discretion for promotion of MANIPAL UNIVERSITY JAIPUR and counseling of students.

4. CONFIRMATION OF ADMISSIONS

Confirmation of Admission will be done if the candidates fulfill the eligibility criteria laid down by the University as mentioned in the prospectus. TSB would determine the suitability of candidate for admission based on the performance in GD/PI.

5. PROMOTIONAL CHARGE AND OTHER ITEMS:

As consideration, for the promotion of , MANIPAL UNIVERSITY JAIPUR shall pay to GESPL promotional Charge as per scheduled in Annexure A, once the Applicant (one who opt for the



Program offered by MANIPAL UNIVERSITY JAIPUR through GESPL's promotional efforts) pays the first installment of fees for the Courses listed in the Annexure – B.

6. TERMINATION

This agreement can be terminated by giving one month notice by either party after fulfilling their obligations with mutual consent of both parties.

7. CONFIDENTIALITY

This document, other documents concerning the SERVICES and all confidential information exchanged in accordance with the terms of Service are to be kept strictly confidential by the parties except to their advisors, on the need to know basis, for the purpose of implementing the transactions contemplated by this Agreement and to the extent that disclosure is required by law.

All symbols, logos, data, content, strategies and other intellectual capital of this Agreement would be kept strictly confidential by both the parties.

The obligations of MANIPAL UNIVERSITY JAIPUR under this and above provisions shall survive even after the termination of this Agreement.

8. GOVERING LAW & JURISDICTION:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of Jaipur. This Agreement is executed in English language which shall prevail over any translation thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Girnarsoft Education Services Private Limited

Sign:



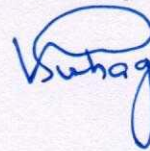
Name: Mr. Ruchir, Arora

Designation: Director

Date:

Manipal University, Jaipur

Sign:



Name:

Prof. (Dr.) Vandana Suhag
Registrar

Designation:

Manipal University Jaipur
VPO-Dehmi Kalan

Date:

Tehsil Sanganer, Jaipur

ANNEXURE A

MANIPAL UNIVERSITY JAIPUR undertakes to pay an advance fee of amount Rs. 1,00,000 (One Lacs Only) inclusive of applicable service taxes towards the advance against promotional charges paid in 1 installments which will be treated as an advance to be adjusted against successful admissions delivered by Collegedekho as an outcome of the campaigns run on their platforms.

Further subject to fulfillment of admission/seats targets by the GESPL under this agreement which will be paid as under:

SN.	PAYMENT	DATE	AMOUNT
1.	Annual Advance- 1st Installment (No Setup Cost)	25.2.2016	Rs.1,00,000/-
2.	Variable cost for admissions done for institute (as per Note 1)		

Treatment of Further Payment:

- (1) Each admission in MANIPAL UNIVERSITY JAIPUR from leads shall invite promotional cost Charge to be paid as per the schedule below.

NOTE-1- VARIABLE COST:

Courses	Service Fee
Master of Business Administration (MBA)	Rs. 35,000 per admission
Bachelor of Hotel Management (BHM)	Rs. 20,000 per admission

- (2) The promotional cost charge per Admission is not applicable if the student withdraws his/her admission within one month of joining.
- (3) All payment to GESPL shall be inclusive of all taxes & charges.
- (4) GESPL shall be liable to refund the entire amount of advance if minimum 3 admissions in MBA are not confirmed or 5 admissions in BHM or the combination of both programmes in such a way that promotional charges payable are equivalent to advance paid to GESPL.

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(5) In case the performance of GESPL is not satisfactory or less than the minimum number expected, in that case GESPL would have to refund amount advanced (Rs 1.0 lac) such refundable amount will be equivalent to the amount falling short (amount payable to GESPL for admissions provided)

ANNEXURE-B (LIST OF PROGRAMS)

1. Master of Business Administration (MBA)
2. BACHELOR OF HOTEL MANAGEMENT (BHM)

Girnarsoft Education Services Private Limited

Sign:



Name: Mr. Ruchir Arora

Designation: Director

Date:

Manipal University, Jaipur

Sign:



Name:

Designation:

Date:

Prof. (Dr.) Vandana Suhag
Registrar
Manipal University Jaipur
VPO-Dehmi Kalan
Tehsil Sanganer, Jaipur