

FRANCHISE AGREEMENT

Mindmart Computer Centre (Pvt.) Limited, Bhubaneswar, ODISHA

This agreement is made on this the _____ day of _____, 2012 between **Padmanava Hota**, aged about 34 years S/o **Binod Hota**, Director, Mindmart Computer Centre (Pvt.) Ltd having its Corporate Office at B-10, 2nd Floor, Indradhanu Market, Nayapalli, Bhubaneswar, Dist-Khurda (herein after called as the FIRST PARTY).

AND

_____ aged about _____ years S/o _____ who is running a Computer Institute in the name and style of **M/S _____** having its office at _____ **Odisha** (herein after called as SECOND PARTY).

Whereas the FIRST PARTY has opened a Computer Education Company in the name and style of M/S Mindmart Computer Centre (Pvt.) Ltd and granting franchise to the interested parties for using its brand name, study materials, marketing assistance, system maintenance throughout the nation.

That the SECOND PARTY approached the FIRST PARTY for granting franchise of rights to conduct training classes in his existing institute in the name of the company of the First Party, Mindmart Computer Centre (Pvt.) Ltd.

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of 1 years (____/____/2012 to ____/____/2013) on the terms and conditions below showeth:-

1. That the SECOND PARTY shall pay sum of Rs. _____ (Rupees _____ Thousand) only (Non-refundable) towards the franchise agreement cost and student registration fees for different courses as mentioned by the the first party in shape of demand draft drawn in favour of MINDMART COMPUTER CENTRE PRIVATE LIMITED, payable at BHUBANESWAR collected by the second party before 10th of every succeeding month.
2. It is agreed between the parties that the Second Party shall collect the registration fees as per the fees structure laid down by the First Party, (ANNEXTURE ATTACHED) which shall final and binding upon the Second Party.

SECOND PARTY

FIRST PARTY

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3. That the parties further agreed that the SECOND PARTY shall maintain the institute as per the rules and regulations laid down by the FIRST PARTY and shall maintain changes in courses and infrastructure as per requirements of the FIRST PARTY.

4. That the SECOND PARTY shall solely bear all the expenditure for running the Institute of the SECOND PARTY having his institute at _____.

5. That the SECOND PARTY shall provide service/assistance for implementing any new projects by the other division of the FIRST PARTY.

6. The first Party shall bear the entire expenditure of the study materials, stationary, advertisement materials, as per the requirements to run the institute of the second party.

7. The SECOND PARTY shall not reproduce the materials supplied by the FIRST PARTY, such as course materials, slides, overhead, videos, manuals, workbook, and CDs etc and all the materials supplied by the FIRST PARTY are copyrighted and may not be reproduced.

8. That the SECOND PARTY shall be solely responsible for any loss due to postponement and incompleteness for courses and the FIRST PARTY shall not be responsible for any losses including pecuniary loss.

9. That the SECOND PARTY shall allow the personnel and duly authorised by the FIRST PARTY to inspect the premises, financial records, software and hardware at any time.

10. That the SECOND PARTY shall collect the fees from the student only issuing the receipts supplied by the FIRST PARTY bearing their name and not otherwise. The SECOND PARTY shall not print any receipt book for collection of fees from students and for any other purpose.

11. That the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SECOND PARTY from time to time.

12. That the FIRST PARTY shall provide transfer facility to the students from one centre to another centre after complying with the required conditions.

13. That the FIRST PARTY alone in its name shall issue certificate to the students on successful completion of their course at the Institution covered by the agreement or at the centre after complying with required conditions.

14. That the SECOND PARTY shall pay the registration fees amount collected every month as mentioned in condition (1) before 10th of the succeeding month, failing which the Second Party shall pay interest on the amount due at the rate of 18% per annum. In addition, the First Party shall be at liberty to stop all future obligations under the agreement without any further notice.

15. That the second party has to start the institute and coaching within one month from the date of agreement.

16. This agreement is valid for one year from the date of agreement and this agreement is subject to renewal in each year with renewal fees of Rs _____.

17. That if the SECOND PARTY is found misusing the name of the FIRST PARTY, the FIRST PARTY shall be at liberty to cancel the licence with one month prior notice and shall be at liberty to request to law courts as may be warranted in such circumstances.

18. That without the permission of the FIRST PARTY the Second Party shall not take any franchise from any company within the validity of the agreement.

19. That if any dispute arises between the parties then the Bhubaneswar Civil and Session Court stationed at Bhubaneswar shall be Jurisdiction to decide the same.

In witness whereof the parties after understanding its conditions have put their signatures in presence of below signed witnesses on this the day, month and year afore mentioned.

SECOND PARTY
WITNESSES

1.

2.

FIRST PARTY

ANNEXTURE-I

Registration charges for different course

Sl. No	Course	Duration	Registration Fees
01	DCA	6 MONTH	RS.500/-
02	DCP	6 MONTH	RS.500/-
03	PGDCA	1 YEAR	RS.900/-
04	TALLY	2 MONTH	RS.250/-
05	DTP	3 MONTH	RS.500/-
06	COMPUTER TEACHERS TRAINING COURSE	1 YAER	RS.2000/-
07	DISTANCE EDUCTION	NOT APPLICABLE	AS MENTIONED IN THE PROSPECTUS
08	HARDWARE	3 MONTH	RS.500/-
09	KIDS COURSE	1 MONTH	RS.150/-
10	DIC	2 MONTH	RS.200/-
11	DEFINET	3 MONTH	RS.300/-

NOTE:

Registration fees include study materials, examination and certification. Registration fees is to paid in form of DD drawn in favour of MINDMART COMPUTER CENTRE PRIVATE LIMITED, Payable at Bhubaneswar, Odisha.

SECOND PARTY

FIRST PARTY