

Franchisee Agreement – Sahaj Mitr Centre

Articles of Franchise Agreement made at Kolkata this..... day of between Sahaj e Village Ltd, a Company incorporated under the Companies Act, 1956, having its registered office at "Mirania Garden" Plot No.43 10B/1 Topsia Road (E) Kolkata-700046 and its corporate office at Room No. 12 and 13, 6A Kiran Shankar Roy Road, Kolkata 700001, (hereinafter referred to as the "SAHAJ") which expression shall unless excluded by, or repugnant to the context include its successors and assigns) of the ONE PART and _____, hereinafter referred to as 'FRANCHISEE' of the party of the OTHER PART.

Whereas Sahaj is engaged in the business of delivery of Services and/or Products through IT infrastructure which business is operated in accordance with distinctive system and plan followed by the business of eServices utilizing and comprising certain proprietary making confidential information, standards, techniques, projects, packages, identifying schemes, management methods and standard operational procedure and has spent considerable time, effort and money in development and implementation of the aforesaid business activities carrying in name of the franchise desires to obtain the benefit of as a franchise to operate the Sahaj business, "Sahaj e Village Ltd".

And whereas, the franchisee desires to obtain the benefit of knowledge, skill and experience of "Sahaj e-Village Ltd." as a franchise to operate the said business of Sahaj.

And whereas, Sahaj has established substantial reputation and good will and have acquired intellectual property (IP) rights in the said business. Whereas the franchisee desires to do the said business have to maintain the identity and the reputation of the network being identified by its common name and symbol. And whereas the Franchisee recognizes the benefit and desires to deliver have to acknowledge the necessity of confirming the standard and the uniform system of the said business.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Sahaj hereby grants to the Franchisee for a period of Two years from the date hereof the right and license to operate in geography, the business system of delivery of services through IT enabled centre under its proprietary marks in accordance with its system as implemented by Sahaj, unless earlier terminated pursuant to this Agreement.
2. The Franchisee shall display in such a manner and upon such part or parts of the premises of the Franchisee as SAHAJ may from time to time direct.
3. Sahaj agrees that all times during the continuance of this franchise:
 - a. To permit the Franchisee to operate and promote the business under the trade name "Sahaj e Mitr Centre" in accordance with the terms of this Agreements.
 - b. To provide to the franchisee with the entire know-how and assistance in carrying on the said Business.
 - c. To roll out products and/or services from time to time through this center as per specification defined by Sahaj.

- d. Revenue sharing models will be intimated and implemented by Sahaj to the Franchisee from time to time for its various services/products. Sahaj will decide the margin of products or services.
4. The Franchisee agrees at all times during the continuance of this Franchise:
- a. **The "Sahaj Mitr" is an exclusive trade mark of Sahaj as granted under this agreement to be used exclusively and irrevocably within the specified territory. Sahaj Mitr is not to dispute or impugn the validity of the said Trade Mark.**
 - b. To comply with and follow exactly Sahaj's method of operating the said business and the manner in which the same is to be carried on and not to use any additional trade name or symbol and not to do or permit to be done anything which is additional or not in accordance with the system without prior consent by writing from Sahaj **and not to claim any right of ownership to the Trade Mark.**
 - c. To ensure that adequate financial resources are available to the Franchisee by way of initial investment and working capital and otherwise to ensure that the Franchisee is able to fulfill all the obligations herein contained.
 - d. To ensure that the Business conforms to other Business operated in accordance with the system with regard to service and image of the Franchisee acknowledging that such conformity is of the utmost importance to the successful operation of the business and the protection of the goodwill attaching to the Intellectual Property marks.
 - e. To engage such number of staff of skilled and competence that will be required for the successful operation of this business and also to ensure that such staff including their time to time replacement are trained in the system for carrying out Sahaj business operation effectively.
 - f. To use only such letter heads, invoices, signs, display materials, promotional literature, equipment and other items in connection with the business as shall be approved in writing by Sahaj and immediately to desist from the use or display of any signs materials or objects as Sahaj directs.
 - g. The Franchisee shall have to procure the minimum required equipment as specified by Sahaj to ensure that the entire system works smoothly. All maintenance of the machines and equipment for the term of the agreement and after that shall be borne by the franchisee only.
 - h. Not to operate the business or any part of the system at any location other than the premises approved by Sahaj without the prior approval in writing;
 - i. Not to sell, assign, transfer, charge, **hypothecation** or sub-license the business **and/or the Trademark** thereof, without the prior consent of Sahaj in accordance with the terms of this Agreement;
 - j. Not to render any service which does not conform to or conflicts with the standards associated with Sahaj or of which Sahaj does not approve;
 - k. Not to install or alter, erect or display any sign or other medium of advertisement whether inside or outside the premises without seeking and obtaining the prior consent in writing of Sahaj;
 - l. Not to use or publish any advertisements, Signs, director entries or other forms of publicity whether or not relating to the business to Sahaj at the premises unless the same is first been submitted and accordingly approved by Sahaj.
 - m. Not to use any of the Intellectual Property as part of its corporate or business name other than in accordance with the terms of this Agreement.
 - n. Not to use illegal version of computer software and/or the hardware in the computers to be installed and operated in the Sahaj Mitr e-Service Centre.
 - o. Shall be solely liable for any claim, monetary or otherwise arising out of any wrongful, illegal or fraudulent use of the Portal and/or the Products/Services provided by Sahaj.
5. Franchisee shall pay a non refundable joining Sahaj Mitr fee to Sahaj (Rs. /) and a non-refundable registration fee as applicable for each State, and the same shall be payable on signing of this agreement by franchisee.
6. Franchisee shall remit on a Daily basis all the monies collected from customers into the account of "SAHAJ e-Village Limited" from the sale of services and products.
7. All payments made to Franchisee shall be subject to deduction of Tax at source & such other statutory deductions and applicable taxes as are applicable under any Act in India.
8. In the event of excess payment of TDS the same shall be refunded to Sahaj. Sahaj also reserves the right to deduct the same from subsequent payments due to Franchisee.
9. Sahaj may depute their Executive staff/officers/its authorized representatives to supervise, inspect and also guide and assist as and when necessary.
10. Franchisee will not accept Franchise from any other competing organization to Sahaj in the same business or similar business for any territory without the express permission in writing from Sahaj. Franchisee if found violating the same, Sahaj will stop Franchisee from using Sahaj Intellectual Property directly and/or indirectly and Franchisee have to make a payment to the tune of Rs. 10 Lacs fine and damages as estimated by Sahaj without demurrer. **Neither Party shall during the currency of this Agreement or for a period of 12 (twelve) months following the termination thereof, directly or indirectly, solicit or offer employment to any personnel of the other Party(s) who was involved in the implementation or execution of this Agreement, and shall not employ or contract in any manner with any such personnel of the other Party, unless otherwise specifically agreed upon by the Parties.**
11. Sahaj is only aggregator / distributor of product(s) / service(s) on behalf of its service provider(s). Therefore, Sahaj shall not be liable / responsible for any defect / deficiency / delay / damage(s) / losses to the customer / consumer of product(s) / Service(s) or any third party.
Notwithstanding anything contained in this Agreement, liability of Sahaj shall be limited (if admissible) in the case of any mistake/act/omission/ commission by Sahaj or its employee(s) / representative(s) / agent(s) / contractor(s) up to the amount of net commission received. Sahaj shall also not be liable/ responsible in any manner for any third party claim.
12. Franchisee will not carry out any other business without written consent from Sahaj. In case, if it does so, it will pay Rs. 5 Lacs per instances towards use of Sahaj resources including benefit accruing to entrepreneur from Sahaj brand immediately within seven days on demand from Sahaj.

13. Franchisee will not borrow or lend moneys or give guarantee or create any encumbrances on the business in name of Sahaj or assign or create any third party right or interest in the said business. The rights given under this agreement is exclusively for the franchisee only.
14. Franchisee will indemnify and always keep indemnified Sahaj against any loss and /or damage **and/or any third party claim** that Sahaj may suffer, as a result of non compliance or breach of any of the terms of the said agreement and the franchisee business.
15. Use of Confidential Information: Franchisee agrees, unless required by law, not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than in the performance of the agreement between the parties.
16. This clause 14 will not be construed to prohibit the franchisee to provide the informations to the Statutory Authority under law with a written intimation to Sahaj.
17. Franchisee agrees to hold each of the Confidential Information in confidence during the Term of the Agreement and for a period of three (3) years after termination of the agreement.
18. Parties shall have the right to terminate this Agreement at any time, with or without cause, during the Term of this Agreement upon thirty (30) days' prior written notice (the "Notice Period") to other party. In case of any of the breach of clause of this agreement, Franchisee can be terminated on discretion of Sahaj. The franchisee to indemnify for all losses or claims on Sahaj. **That termination of this agreement shall be without prejudice to any rights or liabilities accrued until the date of termination.**
19. Upon the termination of this Agreement, Franchisee undertakes to
 - a. Immediately discontinue and cease to use the trade mark, logo and other intellectual property of Sahaj and shall immediately hand over any and all copies or documentation of such intellectual property;
 - b. Return all equipment held in the capacity as Sahaj Mitr;
 - c. Immediately return the confidential information belonging to Sahaj;
 - d. Cease to promote, distribute, provide, market or advertise the Services; and
 - e. Pay all amounts as shall have accrued and become payable to Sahaj as at the date of termination, if any.
 - f. Not at any time to use or duplicate the Business or the System or any part thereof.
20. Franchisee to protect Sahaj against any loss, claim, liabilities, expenses or damages arising out of any crime committed by Franchisee via a internet and computer network during operation under this agreement dealing particularly with infringements of Intellectual Property and copyright, computer related fraud, child pornography, hate crimes and violation of any network security.
21. Franchisee shall indemnify Sahaj and hold Sahaj harmless from and against any and all claims, costs, damages, losses, liabilities and expenses including lawyer costs arising out of or in connection with any act of corruption including bribery, extortion, fraud, deception, collusion, cartel, abuse of the services, embezzlement, trading in influence, money laundering, or any similar activity in relation to the business operation.
22. Non-operation of Sahaj Mitr e-Service Centre – If a Sahaj Mitr e-Service Centre is not being run by the Franchisee within a period of 30 days from the date approved by Sahaj, a penalty of Rs. 100.00 per additional day of delay of not opening or running the Sahaj Mitr e-Service Centre will be imposed.
23. Performance Clause:
 - a. Sahaj will communicate the quarterly performance target to Franchisee. The franchisee along with support staff need to attain that target in each quarter. On failure to achieve the targeted number, Sahaj will reserve the right to levy a onetime non performance charge @ 1500/ valid for the next quarter. The onetime charge will be deducted from the SKASH as a retention money.
 - b. For the next quarter franchisee shall be given a revised quarterly target. In case the franchisee fails to meet the target consecutively for two quarters, Sahaj reserves the right to terminate the agreement with immediate effect. On achieving the next quarterly target the 50% of the SKash retention money will added back to the Franchisee wallet. The balance 50 % will be refunded after attaining the subsequent quarterly target.
24. Sales Force Clause:

The objective of Sahaj Mitr agreement is that the franchisee has to perform and sell. The franchisee also need to identify minimum two resources before the agreement is entered into. The resources can either be from family members, kin /kith who may be trained by our alliance partners to become a very good sales force for Sahaj or any professional sales force. However Sahaj reserves the right to provide them the required training whenever there is a demand for that.
25. Insurance:

Office of Sahaj Mitr has to be insured and the entire expenses for getting the office and the equipment insured including premium payment with Insurance Company shall be borne by the franchisee. The policy and its renewal copies are to be forwarded to Sahaj as part of compliance.

26. Employee related responsibility has to be borne by franchisee. Franchisee has to file necessary compliance certificates regarding P.F., Gratuity, and E.S.I. at regular intervals as may be applicable for its employees and as per the statutory norms. Franchisee and/or any of its nominee/employee/agents are not the employees of Sahaj in any manner whatsoever.
27. Any forbearance delay or indulgence by Sahaj in enforcing any of the terms and conditions of this Agreement shall not prejudice or affect the rights and remedies of Sahaj hereunder, nor shall any waiver of any breach hereof operate as a waiver of any subsequent breach and no waiver or variation of any of the terms and conditions of this Agreement shall be valid or have any effect unless the same be made in writing and signed by a representative of Sahaj authorized for the purpose on behalf of Sahaj.
28. Should any part-term or provision of this Agreement be declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby.
29. This Agreement together hereto, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties respecting the subject matter hereof.
30. Either Party will not be liable to the other for any delay or failure to fulfil its obligations in connection with its obligations under this Agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks or Electronic Data loss, or to the extent that any such delay or failure arises from causes beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots or strikes. Party effected to serve notice on the other party within 30 days from the first date of the event.
31. Prior approval of Sahaj will be required by the Franchisee to sell the Franchisee rights as allocated through the agreement. The Franchisee has no right to change the location of his/her franchisee or change action to take his/her current business from the same location or sell his or her outlet /business except with the prior written consent of Sahaj
32. This Agreement is governed by and is to be construed in accordance with the laws of India.
33. Any suit, action or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement or the Transactions may be brought in a court sitting in **Kolkata only, India** and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts there from). Notice in any such suit, action or proceeding may be served on either Party at the address mentioned hereinafter . Without limiting the foregoing, each Party agrees that services of notice on such party as provided in the instant agreement shall be deemed effective service of notice on such Party.
34. In the event of any claim, dispute or difference arising out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with any breach, or alleged breach of this Agreement (hereinafter referred to as the "**Dispute**") between the Parties hereto, then the Parties **shall attempt to resolve such dispute through mutual negotiations, failing which the Parties shall subject themselves to binding arbitration under a single arbitrator, to be appointed by Sahaj. The arbitration proceedings shall take place in Kolkata. The arbitration proceedings will be conducted in English. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Nothing shall preclude any of the Parties from seeking interim or injunctive relief, or both, from a competent court situated in Kolkata. The pursuit of interim or injunctive relief shall not be a waiver of the right of any Party to pursue any remedy for monetary damages through the arbitration described hereinabove.**
35. Unless otherwise provided herein or agreed to in writing by the Parties, all notices, requests or other communications under this Agreement shall be in writing and shall be served or given to either Party by sending it by registered/speed post, courier, e-mail, facsimile transmission or personally delivered to the other Party at its address specified below:

The Parties under this Agreement shall be at the following address: -

SAHAJ e-VILLAGE LIMITED	FRANCHISEE

36. **AMENDMENT/MODIFICATION** : Sahaj only reserves the right to alter or modify any clause of the said agreement and any such alteration, if made, shall be communicated to the franchisee from time to time.
37. **RELATIONSHIP** : The name "**Sahaj Mitr**" is merely a name and the relationship between Sahaj and the franchisee is only a business relationship and on a Principle to Principle Basis.
38. **ELECTRONIC SIGNATURE AGREEMENT**: By selecting the "I Accept" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Sahaj e-Village Ltd instructions or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Sahaj e- Village Ltd. You also represent that you are authorized to enter into this Agreement and that you will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining SAHAJ services constitutes your agreement to be bound by the terms and conditions of the SAHAJ Disclosures and Agreements as they exist on the date of your E-Signature.

39. CONSENT TO ELECTRONIC DELIVERY: You specifically agree to receive and/or obtain any and all SAHAJ related "Electronic Communications" (defined below) via email/Portal flash. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications. You acknowledge that, for your records, you are able to use SAHAJ Services to retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that you agree to using your E-Signature. You accept Electronic Communications provided via email/Sahaj Portal as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
40. PAPER VERSION OF ELECTRONIC COMMUNICATIONS : You may download a paper version of an Electronic Communication.
41. VALID & CURRENT EMAIL ADDRESS ,NOTIFICATION AND UPDATES: Your current valid email address is required in order for you to obtain SAHAJ services. You agree to keep SAHAJ e- Village Ltd. informed of any changes in your email address. You may modify your email address by submitting a written request to SAHAJ, visit a State head Office or submit a email from our old mail ID. SAHAJ may notify you through email when an Electronic Communication or updated agreement. SAHAJ may also use SAHAJ Portal for Electronic Communications. It is your responsibility to use SAHAJ Portal regularly to check for Electronic Communications and to check for updates to this Agreement.
42. HARDWARE ,SOFTWARE&OPERATING SYSTEM: You are responsible for installation, maintenance, and operation of your computer, browser and software. SAHAJ e-VILLAGE LTD. is not responsible for errors or failures from any malfunction of your computer, browser or software. SAHAJ e- VILLAGE LTD is also not responsible for computer viruses or related problems associated with use of an online system.
43. CONTROLLING AGREEMENT: This Agreement supplements and modifies other agreements that you may have with SAHAJ e-VILLAGE LTD. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this agreement will control (with the exception of provisions in another agreement for an electronic service which provisions specify the necessary hardware, software and operating system, in which such other provision controls). All other obligations of the parties remain subject to the terms and conditions of any other agreement.

To obtain SAHAJ Services, indicate your consent to the terms and conditions of this Agreement by clicking on the "I Accept" button.

It is recommended that you print a copy of this Agreement for future reference

Read over and explained by me

(_____)

IN WITNESS WHEREOF, authorized officers of the parties hereto have duly executed this Agreement as of the date first above written.