

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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TRIPARTITE AGREEMENT

CF 271437

THIS DEED OF AGREEMENT (Tripartite) made this 03 Day of July 2019 between M/s. G-TEC EDUCATION PVT. LTD. carrying on business under the name and style of G-TEC COMPUTER EDUCATION, at premises, "HOUSE OF G-TEC", Indus Avenue, Kallai Road, Calicut - 673002, Kerala, India, represented by its Chairman & Managing Director Mr. MEHROOF.L.MANALODY, hereinafter referred to as the "FRANCHISER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

AND

M/s. G-TEC COMPUTER EDUCATION Thrissur Round, Capital City, Korapath Lane, Thrissur, Kerala State represented by its Director MR. C I SAJU, referred to as the FRANCHISEE (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

FOR G-TEC EDUCATION
Meeroof L Manalody
Chairman & Managing Director

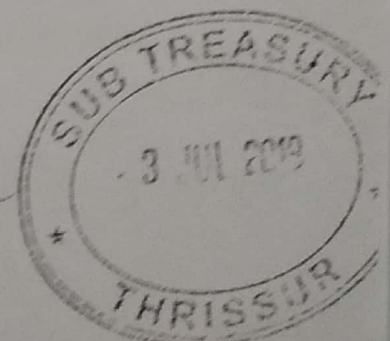
C.I. Saju

No: 12388 VALUE Rs: 100

C. I. VARGHESE
VENDOR NO: 32
THRASSUR

G-Tec Computer Education
Thrissur

24 JUL 2019



भारतीय गैर न्यायिक

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AND

CF 271438

VIMALA COLLEGE (Autonomous), Thrissur, Kerala State represented by its PRINCIPAL -----hereinafter referred to as the "ASSOCIATE CENTRE" (Which expression shall unless excluded by or repugnant to the subject or contest to deemed to mean and include heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS

A. The FRANCHISER is running several computer training centres under the name and style of G-TEC COMPUTER EDUCATION to promote and advance the computer awareness among people from all walks of life.

B. The FRANCHISEE has approached the FRANCHISER to grant permission for conducting the course of the FRANCHISER in VIMALA COLLEGE (ASSOCIATE CENTRE) to which the FRANCHISER has agreed on the terms and conditions recorded herein.

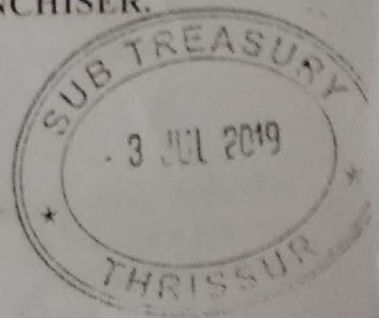
C. The FRANCHISEE has represented to the FRANCHISER that, they will be conducting the courses through this ASSOCIATE CENTRE for which the ASSOCIATE CENTRE shall arrange the infrastructure and would be able to maintain the reputation and goodwill of the FRANCHISER.

No: 123 & 9. VALUE Rs: 100

G-Tec Computer Education

G. I. VARGHESE
VENDOR No: 31
THRISSUR

4 JUL 2019



C.I. 5470
86/1

Handwritten signature

Handwritten signature

NOW THIS AGREEMENT WITNESSETH as follows: -

1. The ASSOCIATE CENTRE shall at his own costs and expenses provide required infrastructure which shall include adequate space, computers of latest configuration, electric fittings (like lights & fans), toilet etc. and other required fixtures for smooth conduct of the course programme.

2. The course offered by the FRANCHISER and being imparted by the FRANCHISEE through the ASSOCIATE CENTRE shall be meant for the students provided by VIMALA COLLEGE only. The Franchisee shall conduct courses as per the timings scheduled by the ASSOCIATE CENTRE. However, students can opt for full day classes on Saturdays and Sundays.

3. The ASSOCIATE CENTRE has to provide prior intimation to the FRANCHISEE with regard to State Board Examinations or any Special Examination arranged for the students who are attending the programme.

4. THE FRANCHISEE shall only depute faculty for training the students of ASSOCIATE CENTRE from time to time. All the incidental expenses if any like Rent, Electricity and Water Charges shall be borne by the ASSOCIATE CENTRE.

5. THE ASSOCIATE CENTRE has to follow the course fee structure given by the FRANCHISER and has no right to change / alter the course or Course fee of G-TEC COMPUTER EDUCATION.

6. The present agreement shall remain valid for a period of eleven months and can be renewed on mutual consent.

7. THE ASSOCIATE CENTRE shall not have any right, title, interest, claim or demand over and in respect of the business name of G-TEC COMPUTER EDUCATION, nor shall carry on business in the said name without the permission or authority in writing from the FRANCHISER.

8. THE ASSOCIATE CENTRE shall not discontinue the contract until completion of the Agreement period without the written consent and prior notice to the FRANCHISEE AND FRANCHISER.

9. THE ASSOCIATE CENTRE has no right to change the fee schedule given by the G-TEC Computer Education. The Fee shall be collected by the FRANCHISEE only. The FRANCHISEE or the ASSOCIATE CENTRE is not permitted to collect excess fee or change the fee remittance pattern etc., without the written consent from the FRANCHISER.

10. The fees for the course is shown in the Annexure attached along with this Agreement. Registration Number is mandatory for the Certification. New courses may be added and conducted as and when required with the prior consent of the

11. The fees collection will be shared in the ratio ----- between **FRANCHISEE** and **ASSOCIATE STUDY CENTRE**.

12. The **FRANCHISEE** shall issue GEMS generated receipts for collecting fees from the students and issue individual certificates to the students who are declared successful in the Examination organized by the **FRANCHISER** through **FRANCHISEE**. THE **ASSOCIATE CENTRE** has no rights to print or reproduce any receipts or certificates.

13. THE **ASSOCIATE CENTRE** shall be liable to use the courseware supplied by the **FRANCHISER** and shall not venture with other courseware or print the same.

14. The **ASSOCIATE CENTRE** shall use administrative materials issued by the **FRANCHISEE** for the Associated Programme. Promotional Materials if any required to be printed by the **ASSOCIATE CENTRE** shall be in the form "G-TEC ASSOCIATE CENTRE, VIMALA COLLEGE.

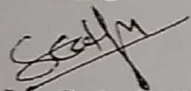
15. The royalty for the program at the prevailing rate has to be remitted by the **FRANCHISEE** to the **FRANCHISER** on the Fees collected by the **FRANCHISEE** every month along with GST.

16. THE **FRANCHISER** shall not be liable, responsible or answerable for any claims whatsoever that may arise due to any negligence, deficiency in service or unfair trade practice includes statutory/legal proceedings of the state/central government that may be there in the part of the **FRANCHISEE** and THE **ASSOCIATE CENTRE**. The **FRANCHISER** has all the right to terminate the **ASSOCIATE CENTRE** who involves in any activity which comes against the modusoperandi/goodwill/reputation of the **FRANCHISER**.

17. All disputes and differences between the parties hereto regarding construction and or interpretation of any of the terms and conditions herein contained or for determination of any liability hereunder or touching or concerning the same, shall be referred to the arbitration under the provisions of Indian Arbitration Act, 1940.

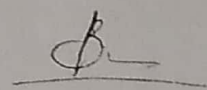
IN WITNESS WHEREOF the parties have hereinto set and subscribed their respective hands and seals the day, month and year first above written.

For G-TEC

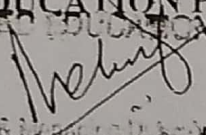

C.I. SAJU
DIRECTOR
Centre Director



For ASSOCIATE CENTRE

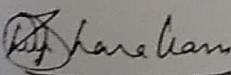

PRINCIPAL PRINCIPAL IN-CHARGE
VIMALA COLLEGE
(AUTONOMOUS)
THRISSUR - 680 009

Chairman & Managing Director
G-TEC EDUCATION PVT. LTD.


Chairman & Managing Director



SIGNED in presence of:

1) 

Shaesha - HOD BOTANY DEPARTMENT