



# Government of Karnataka

### e-Stamp

Certificate No.	: IN-KA82977519625860R
Certificate Issued Date	: 28-Aug-2019 05:30 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ BANGALORE10/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0889545761393472R
Purchased by	: SIRI DHANU EDUCATIONAL SOCIETY
Description of Document	: Article 12 Bond
Description	: FRANCHISEE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DELHI PUBIC INTERNATIONAL SCHOOL ORGANISATION
Second Party	: SIRI DHANU EDUCATIONAL SOCIETY
Stamp Duty Paid By	: SIRI DHANU EDUCATIONAL SOCIETY
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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## AGREEMENT

Reference No: MOU/DPIS/2019/\_\_\_\_\_

**THIS AGREEMENT MADE AND EXECUTED AT Kolkata, ON THE DAY OF 29th, of August Month, 2019 .**

## BY AND BETWEEN

**Delhi Public International School Organization**, Regd. Office at **South of Bata Chowk, MADHUBANI - 847211**, represented by its **Authorised Signatory-Dipak Kr. Paul** (hereinafter referred to as "The Franchisor" which term unless repugnant to the subject for context mean and include its successors, legal representatives and permitted

**Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent authority

In case of any discrepancy please inform:

Sunitha

Deepak Ranjan



assigns) OF THE FIRST PART

*N.R. Venkatesh*  
SUNITHA M M

AND

**SIRI DHANU EDUCATIONAL SOCIETY**

**Siri Dhanu Educational Trust** residing at **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal, behind Silver spring apartment, Hesarghatta Main Road, Bengaluru- 560057** (Represented by its Founders Authorised Signatory- Mrs. Sunitha M M And Mr. N R Venkatesh) (herein after referred to as the "THE FRANCHISEE" which term unless to the subject for the context mean and include its successors legal representatives and permitted assigns) OF THE OTHER PART ;

WHEREAS the Franchisor is engaged in running of Educational Institutions of repute and connected activities and has thorough considerable time and effort, developed an efficient chain of DELHI PUBLIC INTERNATIONAL SCHOOLS, based on and catering to a distinctive, uniform and high quality of PLAY SCHOOLS, Primary Secondary and Senior Secondary School and has established a successful reputation, and goodwill under the name "**Delhi Public International School**" in the said field of activity.

AND WHEREAS THE FRANCHISEE is engaged in the business of **Education** and is desirous of utilizing the reputation and goodwill developed by the Franchisor and approached the Franchisor for a license to operate a DELHI PUBLIC INTERNATIONAL SCHOOL in the name of DELHI PUBLIC INTERNATIONAL SCHOOL at **Hesaraghatta Road, Bengaluru**. which will be known as **Hesaraghatta Road, Bengaluru Branch**.

AND WHEREAS the Franchisor, as a result of the expenditure of time, skills, effort and money, has developed and owns a distinctive system (hereinafter referred to as DPISO SYSTEM) relating to the establishment and operation of **DELHI PUBLIC INTERNATIONAL SCHOOL** and other techniques for the efficient running/operation of the Franchisor's PLAY SCHOOLS Primary Secondary and Senior Secondary School and other RELATED ACTIVITIES, AND WHEREAS the distinguishing characteristics of the SYSTEM include, without limitation, distinctive KNOW-HOW, METHODOLOGIES/PATTERNS, TRAINING MODULES, CURRICULUM and OTHER RELEVANT TECHNIQUES and A DPISO TEAM apart from standards, specifications and procedures for operations as distinctively detailed in the OPERATING MANUAL, quality control, interior designs, color schemes, teaching aids and management control, training and assistance, and advertising the promotional programs all of which may be changed, improved and further developed by the Franchisor from time to time;

AND WHEREAS the Franchisor identifies the SYSTEM by means of certain registered Trade names/Marks, logos, emblems and other indicia of origin, as may hereafter be designated by Franchisor writing for use in connection with the system of DELHI PUBLIC INTERNATIONAL SCHOOLS, From PG to Class XII.

AND WHEREAS the Franchisor has agreed to permit the Franchisee to operate a DELHI PUBLIC INTERNATIONAL SCHOOL in the name of "DELHI PUBLIC INTERNATIONAL SCHOOL", under the terms and conditions agreed to by both the parties hereunder;

NOW THIS AGREEMENT WITNESSETH AS UNDER;

**1 GRANT OF FRANCHISE**

*N.R. Venkatesh*  
SUNITHA M M  
**FOUNDERS**

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION  
*Deepak Ramamurthy*

TRUSTE



In consideration of the Franchisee's application for a Franchise and on the payment of Franchise Fee to the Franchisor on the date of execution of this Agreement, the Franchisor hereby grants to the Franchisee and the Franchisee hereby accepts a non-exclusive license to operate "DELHI PUBLIC INTERNATIONAL SCHOOL" at **Mallasandra, Hesaraghatta Road, Bengaluru.** referred to as **DELHI PUBLIC INTERNATIONAL SCHOOL Hesaraghatta Road, Bengaluru.** under the name **DELHI PUBLIC INTERNATIONAL SCHOOL** or such other name as specified by the Franchisor subject to all the terms and conditions set forth in this Agreement.

## 2 DEFINITIONS

"DPISO System" shall mean and refer to all instructions through operating manuals, training, practices, knowledge, know-how, goodwill trade mark/marks and methodologies of teaching, teaching aids and /or such materials and instructions including all and every change intimated from time to time including conditions and terms laid down in accordance with the standards designated by the Franchisor and identified by the proprietary names and marks or such other means and teams as may be specified from time to time in writing by the Franchisor for efficient running of the Franchise. "DELHI PUBLIC INTERNATIONAL SCHOOL" shall mean and refer to the classes Play Group, Nursery, Lower Kindergarten and Upper Kindergarten upto class XII .

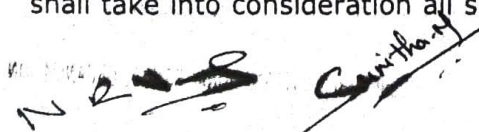
"Premises" shall mean a geographical area of Min of 1.5 acre (Specially marked and identified) surrounding the space within which the **DELHI PUBLIC INTERNATIONAL SCHOOL** is operated together with all the fixtures, furnishings, equipment's, inventories including teaching aids and all materials located therein or attached thereto.

"DPISO TEAM" shall mean and refer to all kinds of support equipments, books, circulars, manuals, operating procedures, methodologies, know-how, knowledge, training etc., and other accessories used in connection with the teaching, operating, management of the School by the operations TEAM hereinafter referred to as DPISO TEAM at the franchisee location trained, supported by uniformity, design and performance as are approved from time to time by the Franchisor.

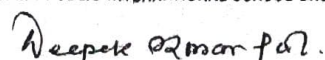
"Agreement period" shall mean the academic year starting from 1<sup>st</sup> day of April till 31<sup>st</sup> day of March every Year.

## 3. SETTING UP OF THE DELHI PUBLIC INTERNATIONAL SCHOOL:

- a. On the date of execution of this Agreement, the Franchisee will pay to Franchisor a non-refundable total franchise Fee Rs 4000000 (Rupees Forty Lakh only) in eight equal quarterly installments starting from August 2019, initial Franchise Fee of **Rs.500000 (Rupees Five Lakh only)** paid at the time of execution of this agreement and remaining seven installments to be paid quarterly starting from 1<sup>st</sup> February 2020 till 1 May 2021 . Upon receipt of this consideration, the franchisor grants to the Franchisee the license to operate "**DELHI PUBLIC INTERNATIONAL SCHOOL**" at **Bangalore.**
- b. The Franchisee will lease out suitable premises for the **DELHI PUBLIC INTERNATIONAL SCHOOL** subject to the prior approval of the Franchisor and shall take into consideration all such requirements / specifications including but



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not limited to criterion like commercial viability/ feasibility of the location of the DELHI PUBLIC INTERNATIONAL SCHOOL, accessibility etc. as stipulated by the Franchisor. Taking into account the above specifications or requirements stipulated by the Franchisor, the Franchisee shall lease out the suitable premises and shall enter into Lease Agreement and comply with the necessary formalities in order to commence the operations of the DELHI PUBLIC INTERNATIONAL SCHOOL.

c. Before the Commencement of the operations of the DELHI PUBLIC INTERNATIONAL SCHOOL, the Franchisee shall also obtain, including without limitation necessary licenses or registrations from the competent authorities and in accordance with any other legal permissions or formalities which may be required under the laws of the country to run a DELHI PUBLIC INTERNATIONAL SCHOOL.

d. Before opening of the DELHI PUBLIC INTERNATIONAL SCHOOL the Franchisor shall give training to all the Franchisee's staff at their training facility at the School Premises, Travel and living expenses in this regard shall be borne by the Franchisee. The Franchisee shall make sure that all their staffs of "DELHI PUBLIC INTERNATIONAL SCHOOL" submit to a pre-opening training program with the Franchisor.

#### 4. CONDITION PRECEDENTS

The Franchisee shall be required to fulfill the following conditions:

The Franchisee unit of the DELHI PUBLIC INTERNATIONAL SCHOOL shall be designated and constructed as per the requirements / specifications of the Franchisor. The Franchisee shall be responsible for furnishing / equipping the DELHI PUBLIC INTERNATIONAL SCHOOL and shall do the same only with the approval of the Franchisor. The Franchisee shall furnish and maintain the interior décor of the DELHI PUBLIC INTERNATIONAL SCHOOL in accordance with the specifications or standards laid down by the Franchisor. This is to bring in line the DELHI PUBLIC INTERNATIONAL SCHOOL at **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal, behind Silver spring apartment, Hesarghatta Main Road, Bengaluru- 560057**

i. In accordance with the style and standards maintained by the chain of DELHI PUBLIC INTERNATIONAL SCHOOL. The design and construction of the DELHI PUBLIC INTERNATIONAL SCHOOL by the Franchisee need to be approved by the Franchisor. In addition the Franchisee shall also comply with the teaching aids and all required facilities as per the laws and statutes.

ii. The Franchisee and its staff shall complete the training provided by the Franchisor before opening of the DELHI PUBLIC INTERNATIONAL SCHOOL, at School premises or at any other suitable place.

#### 5. Commercial Conditions

##### a. Franchisee Fees

On the date of execution of this Agreement, the Franchisee will pay to Franchisor a non-refundable total franchise Fee Rs 4000000 (Rupees Forty Lakh only) in

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*N.R.V.S.* *Sunthary*

*Deepak Ramon P.R.*

TRUSTEE



eight equal quarterly installments starting from August 2019, initial Franchise Fee of **Rs.500000 (Rupees Five Lakh only)** paid at the time of execution of this agreement and remaining seven installments to be paid quarterly. Upon receipt of this consideration, the franchisor grants to the Franchisee the license to operate "**DELHI PUBLIC INTERNATIONAL SCHOOL**" at **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal, behind Silver spring apartment, Hesarghatta Main Road, Bengaluru- 560057.**

**b. Renewal**

The Agreement between franchisor and franchisee valid till life time, and the agreement is has to be renewed after a period of every 5 years by paying 10% of the Franchisee Fee from the date of execution of this agreement.

**c. Royalty**

The Franchisee agrees to pay a royalty of **8%** on the total Annual Tuition Fee collected, the royalty is exempted for the year financial 2020-2021 (First year only) and is payable from April 2021 (Second Year) onwards of all collected tuition fees.

**6. OBLIGATION OF THE FRANCHISEE**

**a.** Franchisee covenants that, during the term of this Agreement, the Franchisee or its authorized manager shall devote full time energy and best efforts to the management and operation of the **DELHI PUBLIC INTERNATIONAL SCHOOL**.

**b.** In order to promote and protect the value of the proprietary names and marks and systems including the goodwill and the reputation of the Franchisor's and businesses thereof and the quality control as to the **DELHI PUBLIC INTERNATIONAL SCHOOL**. Franchisee acknowledges and agrees that substantial uniformity shall be maintained in the quality type and standard of that franchised hereunder similar to that of the Franchisor's and in the facilities, teaching techniques and methods, services and operations thereof. Therefore, Franchisee agrees to operate the **DELHI PUBLIC INTERNATIONAL SCHOOL** at **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal, behind Silver spring apartment, Hesarghatta Main Road, Bengaluru-560057.** I unit in accordance with the provisions of this agreement and such other of Franchisor's reasonable requirements with respect to the operation of Franchisor's **DELHI PUBLIC INTERNATIONAL SCHOOL** as may be prescribed to Franchisee from time to time (hereinafter collectively referred to as "STANDARDS")

**c.** The Franchisee acknowledges that the standards and the methods created and approved for use in the operation of the **DELHI PUBLIC INTERNATIONAL SCHOOL** is the proprietary property of the Franchisor. The Franchisee shall not at any time copy, duplicate or record or otherwise reproduce the foregoing materials, in whole or in part nor otherwise make the same available to any unauthorized persons.

**d.** The franchisee shall hire, train and supervise efficient competent and courteous employees/staff of good character for the operation of the **DELHI PUBLIC INTERNATIONAL SCHOOL**. The Franchisee shall also ensure that all of its employees shall comply with the standards applicable to the running of the **DELHI**

*N. R. V. S.*

*Suritha H.*

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*Deepak Raman* TRUSTEE



PUBLIC INTERNATIONAL SCHOOL as specified by the Franchisor. In this regard the Franchisee shall undertake the training for the efficient operation of the DELHI PUBLIC INTERNATIONAL SCHOOL and such training shall be in consonance with the guidelines provided by the Franchisor. The Franchisee shall not at any time permit any such person who has not successfully completed the training program to be employed in the DELHI PUBLIC INTERNATIONAL SCHOOL. The Franchisor shall also offer additional training to the already existing staff of the Franchisee as well to the new staff employed by the Franchisee from time to time in running the DELHI PUBLIC INTERNATIONAL SCHOOL and all costs with respect to the additional training shall be borne by the Franchisee.

e. The Franchisee acknowledges and agrees that the layout of the DELHI PUBLIC INTERNATIONAL SCHOOL equipments, fixtures and furnishings within the DELHI PUBLIC INTERNATIONAL SCHOOL shall not be changed without the prior written approval of the Franchisor. The Franchisee shall at the direction of the Franchisor replace or refurnish layout out / interior décor / equipments fixtures furnishings etc. of the DELHI PUBLIC INTERNATIONAL SCHOOL in order to bring the DELHI PUBLIC INTERNATIONAL SCHOOL unit in accordance with the current designs and specifications of the Franchisor

f. The Franchisee shall also maintain the DELHI PUBLIC INTERNATIONAL SCHOOL and all of such property within or attached to the exterior of the DELHI PUBLIC INTERNATIONAL SCHOOL thereof and any adjacent sidewalks in the highest degree of health safety, cleanliness, orderliness and sanitation and shall make sure that the aforesaid standards are not deteriorated at any time.

g. The DELHI PUBLIC INTERNATIONAL SCHOOL shall be operated and maintained by the Franchisee at all times in compliance with all applicable laws, ordinances and regulations. On receipt of any inspection report, warning, citation, certificate or any other documents by the Franchisee, which indicated the Franchisee's failure to maintain the highest applicable teaching methods or standards, and in the operation of the DELHI PUBLIC INTERNATIONAL SCHOOL such as a copy shall be furnished to the Franchisor within 3 working days after the receipt thereof. The Franchisor shall have the right to require the Franchisee to close and suspend operations of the DELHI PUBLIC INTERNATIONAL SCHOOL and / or to require such other action as the Franchisor in its sole discretion deems necessary whenever it has reason to believe that any of the practices carried in the DELHI PUBLIC INTERNATIONAL SCHOOL **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal , behind Silver spring apartment, Hesarghatta Main Road, Bengaluru- 560057.** or for other reasons and the Franchisee agrees to notify the Franchisor immediately of any deficiencies/problems and promptly take any action that the Franchisor requires and demands in connection therewith. The Franchisee shall be solely responsible for all expenses it incurs in complying with the provisions of this clause.

h. The Franchisee shall not permit the exhibition at the premises of any sign or poster, or otherwise permit advertising of without the prior consent of the Franchisor.

i. The Franchisee shall be solely responsible for all the staff employed by it in running of the DELHI PUBLIC INTERNATIONAL SCHOOL. In this regard, Franchisee takes up the full responsibility in paying the salaries of its staff and the Franchisee shall comply with all the status and laws.

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DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

Deepak Kumar P.S.

TRUSTEE



j. The Franchisee agrees to defend at its own cost and to indemnify and harmless the Franchisor, its shareholders, directors, officers, employees and agents from and against any and all losses, costs expenses (including and not limited to attorney's fees) damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, equipment, decorating, maintenance or operation of the DELHI PUBLIC INTERNATIONAL SCHOOL including and not limited to 3<sup>rd</sup> party claims of any matter including any labor related or employee related claims of any kind.

Such losses, claims and costs, expenses, damages and liabilities shall include without limitation, those arising from latent defects in - whether or not discoverable by the Franchisor and those arising from the death or injury to any person or arising from damage to the property of the Franchisee their agents or employees or any third person.

k. The Franchise has to procure teaching aids resources from the corporate office. The list may be upgraded every year with the new additions; the franchise should procure the additional item as prescribed by the Franchisor. The Franchise will only use the uniform, Bags and study material provided by the franchisor. Usage of any unapproved study material or uniform in the school will lead to breach of the agreement.

## 7. OBLIGATIONS OF THE FRANCHISOR

a. The Franchisor shall assist the Franchisee to establish and efficiently operate the running the DELHI PUBLIC INTERNATIONAL SCHOOL and to provide the Franchisee with necessary rule guidelines in maintaining the requisite standards.

b. The Franchisor shall train the Franchisee and the Franchisee's staff for the efficient operation of the DELHI PUBLIC INTERNATIONAL SCHOOL.

c. The Franchisor shall also give the Franchisee such reasonable continuing assistance and advise as it considers necessary for the efficient functioning of the DELHI PUBLIC INTERNATIONAL SCHOOL.

d. The Franchisee Partners of Siri Dhanu Education society, Both the partners have equal rights and authority, of any agreement and disagreement by only one party is not Valid. The Franchisor should Approve based on both parties Agreement / Disagreement but Not agreeing on only one partners Approval. Only on Both partners Agreement the franchisor should proceed any activity related to the Delhi Public International School, Hesarghatta road, Bengaluru Branch.

e. Without any genuine misconduct franchisee will not be cancelled.

## 8. INSPECTION

The Franchisor's designated personnel with duly signed authorization letter who shall have the right to enter the premises at any reasonable time, for the purpose of examining the same. Such personnel shall have further right to inspect, test or take necessary action required.

N.R. V. S. *Swetha*

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*Deepak Ramappa*

TRUSTEE



## 9 ACCOUNTS AND RECORDS

The Franchisee hereby agrees to maintain proper, full correct and regular accounts of the fee receipts including Demand Collection Balance (DCB) reconciliations, Admission Registers, Student/Staff details, expenditure including taxes, cash flow statements, Income and Expenditure statements and balance sheet etc., contracts, engagement letters, tax returns and dealings of DPIS The Franchisee further agrees to furnish copies off all such accounts at the end of each financial year or as and when demanded by the Franchisor.

The Franchisor shall have to right to inspect the books records and tax returns of the Franchisee and all such documents and also shall have the right to make necessary copies of the same.

## 10 TRADE SECRETS

Except as required for the operation of the DELHI PUBLIC INTERNATIONAL SCHOOL the Franchisor shall authorize in writing by one of its officers, Franchisee shall not at any time disclose or use either during or subsequent to the term of this agreement any trade secrets of the Franchisor.

Trade Secret, as used in this agreement shall mean information of any kind including a formula, methodologies/pattern, system, team, teaching aids, operating manuals, compilation program device method technique or process that derives independent economic value actual or potential, from being generally not known to, and not being readily ascertainable by proper means by, other persons or firms or DPISO who can obtain economic value from its disclosure or and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

At the Franchisor's request, the Franchisee shall require its manager and such other employees are designated by the Franchisor to execute a covenant that such manager and such other employees as authorized by the Franchisor will comply with aforesaid provision. Such covenant shall be in a form satisfactory to the Franchisor.

The Franchisee is agrees that neither the Name of the Company as **a unit of DELHI PUBLIC SCHOOL Pvt. Ltd.** nor the word **DPS** nor the words **DELHI PUBLIC SCHOOL** will be used anywhere as a part of the publicity done.

The Franchisee acknowledges that any failure to comply with the requirements of this clause 11 will cause the Franchisor irreparable injury and damages and the Franchisee agrees to pay all the Courts costs and reasonable attorney fees incurred by the Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this clause 11.

## 11. GOODWILL & INTELLECTUAL PROPERTY RIGHTS

The Franchisee hereby agrees and acknowledges that the goodwill and the reputation built by the DELHI PUBLIC INTERNATIONAL SCHOOL shall remain and vest with the Franchisor.

The Franchisee further agrees that all the intellectual property rights in the Trade Mark "DELHI PUBLIC INTERNATIONAL SCHOOL" and other Trade names of the Franchisor are the property of the Franchisor and the franchisee has no claims over the same for any reason whatsoever. It shall however be the sole responsibility of the Franchisee to keep

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Deepak Ramon P.N. TRUSTEE



the Franchisor informed of any infringements or threat of infringements to the intellectual property rights held by the Franchisor.

The Franchisee shall use the Trademark "DELHI PUBLIC INTERNATIONAL SCHOOL " and other trademarks designated by the Franchisor only with the approval and in the manner specified by the Franchisor. In this regard it is specifically agreed and understood by the Franchisee that the use of the trademark DELHI PUBLIC INTERNATIONAL SCHOOL or other marks pursuant to this agreement does not give the Franchisee any ownership or any other interests in or to the trademarks or names except for the permitted use granted by this agreement till such time the relationship of franchisee/franchisor continues and subsists.

## 12. CONFIDENTIALITY

The Franchisee acknowledges that in connection with his duties hereunder she / he may be provided with or have access to written information / data and / or other confidential information which is proprietary and / or confidential to the other and / or to the Franchisor and which is so market proprietary and/or confidential or which it would be reasonable to assume was proprietary and /or confidential due to the nature of the information disclosed. Confidential information material ("the information") shall mean, any information disclosed by the Franchisor to the Franchisee either directly or indirectly, in writing , orally by inspection of tangible objects( including without limitation documents, prototypes, samples media documentation discs and code methodology ideas improvements or modifications methods of training doing business, serving customers, developing customers relations and pricing; financial information and accounts any documentation etc.) Confidential information shall include without limitation any material trade secrets know-how proprietary information business and marketing plans financial and operational information, methodology ideas improvements or modifications methods of training doing business, developing customer relations and pricing and accounts any documentation and all other non-public information , material or data relating to current and / or future business and operations of the DELHI PUBLIC INTERNATIONAL SCHOOL and or the Franchisor and analysis , compilations , studies , summarizes , extracts or other documentation prepared by the Franchisee or the Franchisor . Confidential information may also include Information disclosed to the Franchisee by third parties on behalf of the Franchisor. The Franchisee agrees to keep confidential all such information and shall not disclose the same, either in whole or in part to any third party without the Franchisor's prior written consent

For duration of this agreement and thereafter, the Franchisee shall maintain strictly confidential and secret any information passed by the Franchisor and shall not disclose any such information to any person, association, or any other entity for any reason or purpose whatsoever, unless it has been expressly authorized by the Franchisor to do so or such information has already become common knowledge.

## 13. NON SOLICITATION

The Franchisee shall not solicit nor attempt to solicit the employees or the customers of the Franchisor during the term of this agreement.

## 14. NON COMPETETION

The Franchisee shall not divert or attempt to divert any educational activity customer of DELHI PUBLIC INTERNATIONAL SCHOOL BRANCH to any competitor by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the good will associated with the proprietary name and marks or the

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DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

Deepak Ramchand

TRUSTEE



SYSTEM. The Franchisee shall not employ or seek to employ any person who is at the time employed by the Franchisor or by another Franchisee of Franchisor otherwise directly or indirectly induce such person to leave his or her employment or own or maintain, operate or engage in or have any interest in any business which is same as or similar to the DELHI PUBLIC INTERNATIONAL SCHOOL and which is located within the same territory as that of premises of DPISO.

The Franchisee further covenants that except as otherwise approved in writing by Franchisor, the Franchisee shall not for a continuous and uninterrupted period commencing upon the termination and expiration of this agreement and continuing for two years thereafter either directly or indirectly for itself or through on behalf of or in conjunction with any person, persons, partnership or corporation own, maintain operate engage in or have any interest in any business which is the same as or similar to the DELHI PUBLIC INTERNATIONAL SCHOOL and which is located at premises or in the building or group of buildings in which the premises are located.

The Franchisee shall require and obtain execution of covenants similar to those set forth in the aforesaid provision under this clause 15 (including covenants applicable upon the termination of a person's relationship with the Franchisee) from any or following persons

- i) All managers staff including not limited to DELHI PUBLIC INTERNATIONAL SCHOOL of Franchisee:
- ii) The general partners or any limited partners including any corporation and officers directors and holders of beneficial interest of 1% or more of the securities of any partnership. Each covenant required by this clause 15 shall be in a form satisfactory to the Franchisor including without limitation specific identification of Franchisor.

## 15. TAXES

The Franchisee shall promptly pay when due all the taxes levied or assessed, including without limitation to Central, State or Local taxes and any other taxes as required by any other statues / laws.

## 16. TRANSFER

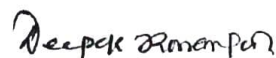
The Franchisee understands and acknowledges that the rights and duties set forth in this agreement are personal to Franchisee and that Franchisor has granted the Franchisee in reliance on the business skill and experience, financial capacity and personal character of the Franchisee and/or any person(s). Accordingly, neither franchisee nor any immediate or remote successor to any part of the Franchisee's interests in this Agreement nor any individual partnership, corporation or other legal entities which directly or indirectly own any or otherwise encumber any direct or indirect interest in the Franchisee or this Agreement, the transfer of which shall will have the effect of changing control of the Franchisee or ownership of this Agreement, without the prior written consent of the Franchisor shall constitute the material breach of this agreement for which the Franchisor may then terminate this Agreement. Franchisee can transfer this school to blood relation only.

## 17. ACKNOWLEDGEMENTS

The Franchisee acknowledges that it has conducted an independent investigation of the DELHI PUBLIC INTERNATIONAL SCHOOL recognized that the DELHI PUBLIC INTERNATIONAL SCHOOL involves business risks and acknowledges that Franchisee has been advised to seek independent legal and financial advice with respect to this

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

N.R.V.S.  



TRUSTEE



Agreement. The Franchisor expressly disclaims the making of and the Franchisee acknowledges that it has not received any representation or warranty, guarantees express or implied as the potential Fee income profits of success of the DELHI PUBLIC INTERNATIONAL SCHOOL.

## 18. WARRANTY

- a. The Franchisee hereby expressly warrants that the products, services and territory as specified herein shall be efficiently serviced by the Franchisee with high quality standards as specified by the Franchisor from time to time.
- b. The Franchisee shall not make any representation to the customers or give any warranties other than those contained in any standard terms and conditions set out by the Franchisor for its products.

## 19. SERVICE AVAILABILITY

- a. The Franchisor reserves the right to delete from this Agreement such products, services and territories in which the Franchisee is not able to perform and discharge its liabilities in such event the Franchisor shall give to the Franchisee an appropriate and suitable notice of such deletion as is practicable in the circumstances.
- c. The Franchisor shall be vested with the sole discretion to amend, review, suspend, cancel, change or extend the scope and ambit of the products and services. Franchisor shall extend helps to the franchisee for running their school smoothly.

## 20. INDEMNIFICATION

- a. The Franchisee hereby agrees to provide sufficient protection, to safeguard the interest and to keep away from any harm to the Franchisor and indemnify the Franchisor against all type of embezzlement, misappropriation or misapplication of money.
- b. The Franchisee agrees to fully indemnify and keep indemnified the Franchisor against all losses or from any claims for damages or any other liabilities claims of whatsoever nature, which are brought against the Franchisor by any third party owing to the acts and deeds or misdeeds attributable to the Franchisee. The Franchisor shall be vested with the sole discretion to determine such damages/claims and have the right to adjust and recover the same from any dues payable to the Franchisee.
- c. The Franchisor shall not be liable to the Franchisee or any other party consequent upon termination of the Agreement for any reason whatsoever for any claim for loss or profits or for any anticipated booking for Franchisor or on account of any expenditure, investments, leases or any other commitments made by the Franchisee in connection with the Agreement made in reliance upon or by virtue of the Franchisee's appointment under the Agreement.

## 21. FRANCHISEE AS INDEPENDENT IDENTITY

*NRUS* *Sunitha*

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*Deepak Kumar* TRUSTEE



- ## 22. TERM AND TERMINATION

This Agreement can be terminated on any of the following grounds and in the manner as prescribed below:

- N.R.V. *Swish*

Deepak Ranon for TRUSTEE



- j. In the event, if the franchisee is unable to continue to do the business / run the school, because of any reason whatsoever, he has option to terminate the agreement during the term of the agreement in consultation with Franchisor.
- k. If the franchisee decides to discontinue as above, then the franchisee shall apart from paying the pending dues along with interest, if any, shall also be liable to pay an amount equal to the installment for the balance of the year of the term agreed at the time of agreement.

## 23. PUBLICITY

The Franchisee and Franchisor shall treat this Agreement, as its own confidential information. Additionally, no press release or other publicity of any nature regarding this Agreement shall be made without the other party's prior written approval, which approval shall not be unreasonably withheld. However, approval of such disclosure shall be given to the extent that such disclosure is required to comply with government rules, regulations or other governmental requirements. The publishing party shall give the other party a reasonable opportunity to review the text of such disclosure prior to the disclosure.

## 24. FORCE MAJEURE

- a. Without in any way limiting the general limitations of liability contained in this entire agreement neither party shall be responsible for failure or delay in performance of service hereunder due to any occurrence commonly known as force majeure including without limitation acts of God, any government body (dejure or de facto) or public enemy, acts of war, riots, earthquake, embargoes, strikes or other concerted acts of workmen (whether of the parties or others) casualties, or accidents, and shortage of power, labor or materials, or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties' control and which cannot be reasonably forecast or prevented thereby hindering the performance by the parties of any of its obligations hereunder.

The parties shall forthwith give each other a notice within 21 days in the event of any one or more of the foregoing occurrences. Upon such notice the parties may cancel or delay performance hereunder for so long as such performance is prevented or delayed by such occurrence and in such an event neither party shall have any liability to the other.

## 25. MISCELLANEOUS

i) This agreement Constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communications undertakings and agreements relating thereto.

ii) This agreement shall not be amended, varied, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the parties hereto.

iv) The headings used in this Agreement are for convenience only and shall not affect the construction of this agreement.

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION  
Deepak Sharma P.S.



In the event of termination of the Agreement, the following shall be the consequences:

- a. All the Franchisee's rights under this Agreement shall cease and no payment whatsoever shall be due to the Franchisee for loss of goodwill, anticipated profits and any other claims or losses in respect of such termination. The Franchisee hereby undertakes to wave any claim to receive any compensation as a result of the termination of this Agreement.
- b. Cancellation or termination or expiry of this Agreement shall not relieve or release either party from making payments, which may be owing to the other party under the terms of the Agreement. However the franchisee shall not be entitled to get/obtain refund from the Franchisor for the unsold products in any circumstances what so ever.
- c. The Franchisee shall at its own expenses return to the Franchisor promptly all information, documentation and materials which relate to the services and / or software and future marketing plans or future models of the Franchisor together with any copies thereof or any other documents entrusted to the Franchisee by the Franchisor.
- d. On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the franchisee shall immediately terminate. The Franchisee and all persons claiming under it shall immediately cease and desist from the use of the trade name DELHI PUBLIC INTERNATIONAL SCHOOL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with DELHI PUBLIC INTERNATIONAL SCHOOL services. The Franchisee shall immediately cease carrying on any business permitted under the agreement.
- e. Franchisor shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. Franchisee shall pay all costs and expenses including reasonable Advocate's fee borne by the Franchisor for enforcing any provision of the agreement. The provisions of this clause shall survive the termination of this agreement.
- f. In the event of the agreement coming to an end, the Franchisee shall not enter into any type of activity that may come into conflict directly or indirectly with the nature and type of activity conducted under the agreement at that premises or other premises for a period of not less than three years from the date of termination of the agreement.
- g. (i) Damages :In the event of termination of this agreement consequent upon breach of any of the terms of this agreement or surrender of franchisee ship at its own will of the franchisee, damages to the extent of loss determined by Franchisor shall be recovered from the franchisee without prejudice to any other remedies and rights. In addition to this the franchisee shall also

be charged with an amount of for the breach.

(ii) Franchisor may debar the franchisee from future dealings with Franchisor for any contract/ franchisee ship.

*N. R. V. S.*

*Sunil Datta*

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*Deepak Kumar Patel*

TRUSTEE



v) The relationship between the parties to this agreement shall be on a principal to principal basis and nothing in this agreement shall be deemed to have created a relationship of a partnership/Joint Venture or that of a contractor or any agent between the parties to this Agreement. It being clarified that none of the employees of the DELHI PUBLIC INTERNATIONAL SCHOOL shall be considered as employees of the Franchisor for any reason whatsoever.

vi) The Agreement shall be construed and enforced according to the laws of India and any disputes arising out of this Agreement are subject to the courts of Madhubani.

vii) In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto in relation to the premises the same shall be referred to a single arbitrator appointed by the Franchisor, within a period of thirty days upon being called by the Franchisee to do so and failing such agreement to three (3) arbitrators

One (1) each to be appointed by both the parties to this agreement and the third to be appointed by the two arbitrators so appointed. All such arbitration proceedings shall be held in Patna in accordance with Indian Arbitration and Conciliation Act, 1999.

viii) In the event of the death or retirement or any change of any Director or change of shareholders of the Franchisee, the appointment of a replacement or the transfer to another shareholder shall be subjected to the prior approval of the Franchisor.

ix) In case of loss of the certificate or any documents issued by the DELHI PUBLIC INTERNATIONAL SCHOOL with a copy of F.I.R.

x) The Franchisor will issue a certificate to the effect that DELHI PUBLIC INTERNATIONAL SCHOOL at **84/5, Hebbagodi Srinivas Reddy Layout, Mallasandra, Near Sarojamma Mahal, behind Silver spring apartment, Hesarghatta Main Road, Bengaluru- 560057.** as the authorized franchisee for DELHI PUBLIC INTERNATIONAL SCHOOL. This certificate shall have to be displayed by the Franchisee.

xi) The Franchisor reserves the right to increase the number of the Franchisees in the territory allotted to the Franchisee for any reason excluding the area of operation of a 15 Km for "Delhi Public International school" only, at the sole discretion of the Franchisor may grant license to open Kids, Primary schools, Girls or Sr. Secondary Schools within 15 km to other aspirants.

xiii) The Franchisee shall not in any way pledge or derive any benefit of the credit of the Franchisor.

xiv) Franchisor may use the office and school premises for conducting meeting and training session of the staff.

**IN WITNESS WHEREOF, BOTH PARTIES HAVE HEREUNTO SUBSCRIBED**

**THEIR HANDS THIS DAY OF THE MONTH AND YEAR STATED ABOVE**

DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION

*N. R. V. Srinivasan*

*Deepak Ramamohan* TRUSTEE



**FOR THE FRANCHISOR** DELHI PUBLIC INTERNATIONAL SCHOOL ORGANIZATION **FOR THE FRANCHISEE**

Deepak Kumar Pan.

TRUSTEE

N.R. V. R.  
Srinithya . V  
5/9/2019

**WITNESS:**

1. Name: Shantanu Singh

Address: Plot 215, Noida Sector 18

Signature: Shantanu Singh

2. Name: Bharathi, T

Address: RAJAJI NAGAR B-10

Signature: Bharathi, T