

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date : 15/06/2022

Certificate No. G002022F2989

GRN No. 91479179



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sgtuniversity

H.No/Floor : Gurgaon

Sector/Ward : Badli

City/Village : Gurugram

District : Gurgaon

Phone: 99*****69

LandMark : Road chandu budhera gurugram

State : Haryana



Buyer / Second Party Detail

Name : Sunstone Education Technologyptltd

H.No/Floor : 9th

Sector/Ward : 39

City/Village: Gurgaon

District : Gurugram

Phone : 99*****69

LandMark : Tower b unitech cyber park

State : Haryana

Purpose : Estamp paper for General agreement between SGT university and Sunstone

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

[Handwritten Signature]

Registrar
SGT University
Budhera, Gurugram

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SERVICE AGREEMENT

THIS AGREEMENT is made on 12th June 2022 BY AND BETWEEN:

- (1) **SGT University**, having its principal office at Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505 (hereinafter referred to as the "**Service Recipient**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **FIRST PART**); and
- (2) Sunstone Education Technology Private Limited, having its corporate office at Spring House, LG 06, DLF Grand Mall, DLF Phase 1, Gurgaon, Haryana, 122002, (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

The Service Recipient and Service Provider shall hereinafter jointly be referred to as "Parties" and individually as "Party".

WHEREAS:

- (1) Service Recipient has its campus in Gurugram, Haryana. It is a distinguished educational institute established with a mandate to serve the academic and professional needs of the students in the country. It is engaged in imparting value based professional education and is approved by the All India Council for Technical Education and University Grants Commission.
- (2) Service Recipient has enrolled students in its 2(Two) years Post Graduate Term Masters in Business Administration and 3 (three) years Undergraduate terms Bachelors in Business Administration(BBA) , Bachelors in Computer Application(BCA), Bachelors in Commerce(B.Com) and 4 (four) years Undergraduate term Bachelors in Technology(B.Tech)
- (3) Service Provider is a private limited company incorporated under the Companies Act, 2013. It is engaged in the business of providing support services like admission, online journals and content, conducting examination, providing technology tools and assistance with management and value added services to educational institutes. It also renders value added training, upskilling, extracurricular activities and placement support services to the students.
- (4) The Service Provider has approached the Service Recipient and has expressed its desire to provide certain services to the Service Recipient and has also represented to the Service Recipient that it has the necessary infrastructure, manpower, expertise and the financial



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SGT University
Budhera, Gurugram

capabilities to perform the functions as may be assigned by the Service Recipient from time to time.

- (5) The Service Recipient wishes to engage Service Provider as an independent contractor for the purpose of assistance in support services as required.
- (6) Service Provider is willing to perform the services, as set out in detail in Clause 2.2 of this Agreement on the terms and conditions hereinafter set forth.



NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **Definitions**

The following words shall have the following meanings:

- a) **"Agreement"** shall mean this services agreement including the annexures, as amended, modified and/or supplemented from time to time;
- b) **"Applicable Laws"** shall mean all applicable (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, circulars, directives and orders of any Governmental Authority, tribunal, board, court or recognised stock exchange; (b) approvals, authorizations, waivers or licenses from Governmental Authorities; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority as applicable on the Service Recipient;
- c) **"Effective Date"** shall mean the date on which the Agreement has been executed by the Parties, as set out herein;
- d) **"Services"** shall have the meaning ascribed to it in Clause 2.2 below; and
- e) **"Term"** shall have the meaning ascribed to it in Clause 6 below.

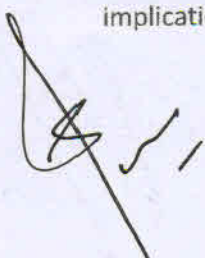
In this Agreement, unless the context otherwise requires,

For the purpose of this Agreement, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, (ii) the word "include" and "including" shall be construed without limitation.

The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

In addition to the terms defined in Clause 1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.



2 Appointment.

2.1 The Service Recipient hereby appoints Service Provider to render services as described below during the provision of the Course for such period and on the terms set forth in this Agreement. Service Provider accepts such appointment and agrees to render the services herein set forth for the compensation herein provided.

2.2 Service Provider agrees to render the following support services during the Course as categorized below to the Service Recipient, including but not limited to:

A. Admission support services

- Project management services including coordinating with the students, tracking of admission, collection and digitisation of data, etc
- Provision of other administrative support in connection with the student admission process including but not limited to conducting the admission/ entrance tests in accordance with the standards set by the Service Recipient
- Assistance in designing the prospectus, student communications, student brochures and other informational material, etc

B. Assistance in faculty upskilling

- Assistance with training of faculty, including counseling sessions to develop and enhance their skills;
- Assistance with periodic knowledge update sessions for the faculty

C. Technology support service

- Provision of learning management and other technology platforms and tools including access to training portals, class scheduler, digital student community app, etc
- Assistance in maintenance of student database in relation to their learning and developments
- Technology Support services in connection with the platform and tools provided

D. Other services

- Assist the Service Recipient in identifying internship opportunity for its students
- Such other support and administrative services as may be requested by the Service Recipient, subject to acceptance of such request of service providers

E. Corporate relation outreach.

- Assistance in terms of onboarding corporates for recruitment



- Assistance in maintaining relationship with corporates for Industry Immersion in the program

It is clarified that the role of the Service Provider is limited to assist the Service Recipient in relation to services requested by them. Service Recipient shall have the power/ authority to decide and finalize all key aspects in relation to admission, issue of fees receipts and degrees, finalization of course content, examination and student assessment.

3 Duties

Obligations of the Service Recipient

- 3.1 Service Recipient agrees and acknowledges that it has read this Agreement and shall comply with all applicable duties, obligations and restrictions set forth in this Agreement to the extent they apply to Service Recipient.
- 3.2 Service Recipient shall maintain adequate infrastructure and adequate skilled faculties for imparting of education.
- 3.3 Service Recipient shall be responsible for compliance with the Applicable Laws and adherence with the fees regulatory norms, permits, approvals, etc.
- 3.4 Service Recipient shall be solely responsible for imparting education, maintaining its affiliations, accreditations and facilities, delivery of academic instructions, etc. as recognized by and in accordance with the directions issued by the relevant regulatory authorities, including obtaining and maintaining relevant consents and approvals from the regulatory authorities.
- 3.5 Service Recipient shall provide requisite and reasonable access, support and assistance as may be required by the Service Provider from time to time in relation to provision of the Services.

Obligations of the Service Provider

- 3.6 Service Provider agrees and acknowledges that it has read this Agreement and shall comply with all applicable duties, obligations and restrictions set forth in this Agreement to the extent they apply to Service Provider.
- 3.7 Service Provider agrees and undertakes to use its best efforts to comply with the instructions and directions issued by the Service Recipient.
- 3.8 Service Provider and its officers, directors, agents and representatives will exercise their best judgment in carrying out their obligations hereunder.



3.9 Service Provider shall undertake the Services in a professional, diligent and timely manner, using due skill and care and in a manner compliant with industry and professional standards;

3.10 Service Provider shall ensure that the Services performed under this Agreement confirm to the specifications and instructions mutually agreed with the Service and ensure that all personnel who are deputed to perform the Services under this Agreement are appropriately trained and qualified to perform such Services, including familiarizing them with applicable policies and procedures relevant to the Services.

4 Dealings

Notwithstanding anything contained in this Agreement, the Service Provider shall not, absent express written consent, be authorized to act in the name or on behalf of the Service Recipient and shall not have any power to enter into any agreement, contract, transaction or arrangement on behalf of or in the name of the Service Recipient.

5 Remuneration and Expenses

5.1 In connection with the performance of its duties herein, the Service Recipient will pay the Service Provider, such compensation and fees as outlined in Annexure 2 (the "Fees"). Necessary goods and service tax, if applicable, shall be levied.

5.2 Service Provider shall raise the invoices on a periodic basis as may be mutually agreed

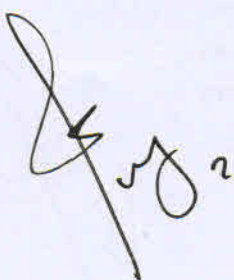
5.3 Each party shall bear the costs incurred by them in relation to their duties and services rendered.

5.4 The Fees shall be subject to periodic review by the Parties.

5.5 The services under this Agreement would be provided continuously or on recurrent basis for a period of 5(Five) years and will be automatically renewed unless otherwise agreed with periodic payment obligations as mutually agreed by the parties, in accordance with Clause 5 and 6 of this Agreement.

5.6 It is mutually agreed between the Parties that an escrow account shall be opened for collection of fees from students

6 Term and Termination

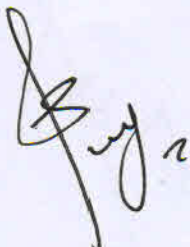


- 6.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter for an initial period of 5(Five) years. Thereafter, this Agreement shall be extended for such time period as mutually agreed between the Parties in writing.
- 6.2 This Agreement may be terminated at any time by the Service Recipient in the event the Service provider fails to perform its obligations and/or Service Recipient is not Satisfied with the Services of the Service Provider, with a written notice of not less than 3 (three) months. However, the Agreement shall remain operative till the completion of the ongoing batch/ program already enrolled or where more than 10 students have been enrolled in the upcoming batch/ program.
- 6.3 This Agreement may be terminated by Service Provider at anytime or if it becomes illegal for Service Provider to perform its duties under this Agreement.
- 6.4 Either Party shall have the right to terminate this Agreement, with immediate effect, if a petition for winding-up or dissolution of the other Party is filed in a court of competent jurisdiction and if such petition is not withdrawn within [30] (thirty) days of filing of such petition, by giving written notice of such termination to the other Party.
- 6.5 The Service Provider shall be entitled to terminate the Agreement immediately in the event the Service Recipient fails to perform its obligations under Clause 5. Such termination shall not affect the right of the Service Provider to receive payment on any unpaid balance of the compensation described in Clause 5 earned prior to such termination
- 6.6 The right to terminate this Agreement shall be without prejudice to all rights and remedies available to the Parties under Law, including without limitation, the right to seek, as an alternative to termination, specific performance of the obligations under this Agreement

7 Representations of Service Provider and of the Service Recipient

7.1 Service Provider hereby represents and warrants that:

- 7.1.1 Service Provider has the legal right, power and authority to enter into, deliver and perform its obligations under this Agreement and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, when executed, will constitute valid and binding obligations and be enforceable against Service Provider in accordance with their respective terms;
- 7.1.2 Service Provider has obtained all consents, authorizations and permissions as may be required for the purpose of executing this Agreement and performing its obligations hereunder.



- 7.2 The Service Recipient hereby represents and warrants that it is authorized and permitted as may be required for the purpose of executing this Agreement and performing the obligations hereunder.

8 General

- 8.1 Conduct of Affairs: The parties hereto agree that Service Provider shall at all times, conduct itself and discharge its functions hereunder in such a manner as to ensure that at no point in time shall Service Provider take any decision on behalf of the Service Recipient.
- 8.2 Service Provider will render the Services set forth in this Agreement at its own expense, including, without limitation, the salaries of employees necessary for such services, the facilities required to provide such services and operating expenses.
- 8.3 Relationship of Parties: The relation between the Parties hereto shall be on principal to principal basis. This Agreement is intended to create, and creates, a contractual relationship for services to be rendered by an independent contractor and is not intended to create and does not create, a partnership, joint venture, association of person or agency or employment between the Parties for any purpose (or any other parties).

9 Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of India. The Parties shall refer any disputes arising between them which relate to this Agreement or transactions contemplated hereby to a sole arbitrator to be jointly appointed by the Parties. In the event the Parties are unable to appoint a single arbitrator, then each Party shall have the right to appoint 1 arbitrator each and the third arbitrator shall be elected by the arbitrators so appointed by the Parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The venue of arbitration shall be Gurugram. Subject to the aforesaid arbitration provision, each Party agrees that the courts at Gurugram shall have exclusive jurisdiction.

10 Amendments

No provisions of this Agreement shall be amended or altered in any way unless made in writing and duly executed by authorized representatives of each of the Service Recipient and the Service Provider.

11 Notices and Advice



Registrar
SAT University
Budhera, Gurugram

- 11.1 Any notice or other document to the Service Recipient and Service Provider to be given under this Agreement shall be in writing and shall be deemed duly given if sent by hand-delivery, pre-paid post, courier, facsimile or email to the following addresses:

12 **Indemnification**

Sunstone will indemnify, defend and hold harmless SGT University and its officers, employees, agents, representatives and successors and assigns (collectively, "Indemnified Parties") from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought against any of the indemnified Parties (collectively, "Claims") that (i) arise out of or relate to any allegation of infringement, wrongful use or misappropriation of any intellectual property right by Sunstone ; the Sunstone's products and/or services furnished under this Agreement; or the use thereof by SGT University, any students enrolled or any other beneficiary as contemplated under this Agreement and/or (ii) arise out of or relate to any allegation of deficiency in services or performance of obligations of Sunstone under this Agreement.

Service Recipient:

Attn:

Address:

Email:

Service Provider:

Attn:

Address:

Email:

- 11.2 All notices given pursuant to this Agreement, shall be in writing and shall be deemed to be served as follows:

11.2.1 In the case of any notice delivered by hand, when so delivered;

11.2.2 If sent by pre-paid post or courier, on the 5th clear day after the date of posting;

11.2.3 In the case of any notice sent by facsimile, upon the receipt of a confirmation copy at the sender's facsimile machine; and

11.2.4 If sent by e-mail, 24 hours after the mail is sent by either Party to the other Party at the above respective addresses.



Registrar
SGT University
Budhera, Gurugram

12 FORCE MAJEURE

- 12.1 Neither Party shall be liable to the other Party if and to the extent that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including changes in Law, fire, flood, storm, explosion, epidemics or pandemics, accident, acts of God, acts of terrorism, war, civil commotion, riots, strikes, lockouts, labour dispute or other concerted act of workmen, acts of Government and/or shortage of material ("Force Majeure Event").
- 12.2 The Party claiming a Force Majeure Event shall promptly notify the other Party in writing, and provide full particulars of the Force Majeure Event, the cause and the date of first occurrence thereof, as soon as possible after the Force Majeure Event and also keep the other Party informed of any further developments.
- 12.3 The Party so affected by a Force Majeure Event shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when the Force Majeure Event is resolved.

13 Counterparts

This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

14 Severability

Each clause of this Agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this Agreement shall be finally determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect, and in substitution for any such provision held unlawful, there shall be substituted by mutual consultation and agreement of the Parties hereto a provision of similar import reflecting the original intent of the Parties to the extent permissible under the Applicable Laws.

15 Assignment

This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both the Parties.



16 No Agency

It is clearly understood and accepted by the Parties that this Agreement and the contract between the Parties evidenced by it are on "principal to principal" basis and nothing herein contained shall be construed or understood as constituting either Party hereto the agent or representative of the other under any circumstances and neither Party shall have the right to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party.

17 Survival

The termination or expiration of this Agreement shall not affect any of the provisions of the Agreement which are expressly or by implication to come into effect or to continue in force after such termination or expiration.


IN WITNESS, the undersigned have executed this Agreement as of the day and year first above written.

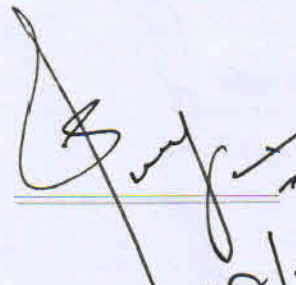
SIGNED by
for and on behalf of

in the presence of:

SIGNED by
for and on behalf of

in the presence of:

) 
17/6/22
Registrar
SGT University
Budhera, Gurugram

) 
12/06/2022

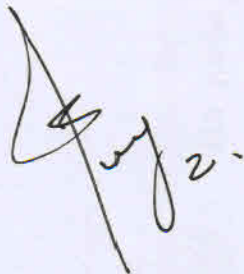
(7) Annexure 1 – Fees

The total consideration ("Service Fees") shall be "42%" of the course fee collected by the Service Recipient from the students for which the above services are rendered.

Service Fees to be split in the following categories as outlined below -

Nature of service	Split of Service Fees
Student admission	17% (40% of service fees i.e 42%)
Assistance in faculty Upskilling	5% (12% of service fees i.e 42%)
Corporate relation outreach	10% (24% of service fees i.e 42%)
Technology support service	5% (12% of service fees i.e 42%)
Other Support services	5% (12% of service fees i.e 42%)

The payment schedule for the above would be mutually agreed between the parties.




Registrar
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Budhera, Gurugram