



AGREEMENT

This Agreement (the "Agreement") is made at Hyderabad this 19th

Day of October 2022

BETWEEN

Kaushal Educational Consultancy Pvt. Ltd. a company incorporated under the provisions of Indian Corporate Laws, having its registered office at 9-1-71 & 72, Hass Office, first floor, S.D. Road Secunderabad, -500003, Telangana State, India, (hereinafter referred to as 'Kaushal Educational Consultancy' which term shall so far as the context admits be deemed to mean and include its permitted successors and assigns) of the ONE PART

AND

Pallavi Engineering College, an educational Institute incorporated under the provisions of the AICTE, Approved Educational Institute, having its registered College at Nagole, Bandlaguda, Hyderabad – (hereinafter called the "COLLEGE") which term shall so far as the context admits be deemed to mean and include its permitted successors and assigns) of the OTHER PART.

Kaushal Educational Consultancy Pvt. Ltd and Pallavi Engineering College are hereinafter collectively referred to as the "Parties" and individually as the "Party".

RECITALS

WHEREAS:

Kaushal Educational Consultancy Pvt. Ltd has represented that it is in the business of providing *inter alia* Education Consulting, Admission in International Universities, Immigration Services, Canada and USA, and has considerable experience and expertise in providing such services. Also, **Kaushal Educational Consultancy Pvt. Ltd** are direct representatives appointed by a Regulated Canadian Immigration Consultancy firm, **Penchant Immigration & Visa Consultancy Inc.** from Canada, to be their authorized partners and act on their behalf here in the state of Telangana and the state of Andhra Pradesh.

Both parties have agreed to provide the above said Services in and around India and the world as on principal-to-principal basis.

The Parties now wish to enter a mutually beneficial student's service relationship. The Parties are desirous of recording the terms and conditions on which both the parties have agreed to provide the above Services and any other new services offered from time to time.

In case of common area of interest, the parties wish to work together.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

DEFINITIONS

In this Agreement unless the context otherwise requires, the following expressions shall have the meaning assigned to them:

"Confidential Information" shall include and not be limited to any information provided in this Agreement or any other information identified in writing or orally as confidential and proprietary, any and all business plans, customer lists, software, structures, documentation, data, marketing plans, financial plans or any other information deemed by the delivery party to be confidential and proprietary.

"Competition" means soliciting or accepting offer for rendering services to any person or organisation.

ROLES AND RESPONSIBILITIES:

1.0 Kaushal Educational Consultancy Pvt. Ltd.

Kaushal Educational Consultancy Pvt. Ltd shall offer the above-mentioned Services of COLLEGE in India and abroad.

1.1 COLLEGE shall fully co-operate with **Kaushal Educational Consultancy Pvt. Ltd** in the rendering of the services and **Kaushal Educational Consultancy Pvt. Ltd** shall promptly upon execution of this Agreement start promoting and marketing the services to the Prospective Customers.

1.2 **Kaushal Educational Consultancy Pvt. Ltd** shall use its reasonable efforts with full co-operation from COLLEGE, to provide the above-mentioned

1.3 Services including the necessary promotion material thereof.

2.0 Pallavi Engineering College:

2.1 COLLEGE shall offer the above-mentioned Services of **Kaushal Educational Consultancy Pvt. Ltd** in India and abroad.

2.2 **Kaushal Educational Consultancy Pvt. Ltd** shall fully co-operate with COLLEGE in the rendering of the services and COLLEGE shall promptly upon execution of this Agreement start promoting and marketing the services to the Prospective Students.

2.3 COLLEGE should not share student data with others except with the **Kaushal Educational Consultancy Pvt. Ltd** during the agreement tenure was limited to the agreed countries' education and immigration process.

2.4 COLLEGE shall use its reasonable efforts with full cooperation from, to provide the above-mentioned Ser **Kaushal Educational Consultancy Pvt. Ltd** vices including the necessary promotion material thereof.

3.0 TECHNICAL SUPPORT AND DELIVERY OF SERVICES BY Kaushal Educational Consultancy Pvt. Ltd

- 3.1 Both the parties hereby agree to provide all technical support to each other with respect to delivery of the above-mentioned services to the Prospective Students. Both the parties shall use all reasonable efforts to promptly reply to any queries raised by the Prospective students for effective delivery of the Services.
- 3.2 Both the parties' representatives shall be reasonable available via email, phone and through personal meetings.

4.0 RESTRICTIVE COVENANTS

- 4.1 The Parties acknowledge and agree that any and all information provided to by either Party which is deemed to be Confidential Information by the disclosing Party shall be held in the strictest confidence by the receiving Party and such receiving Party shall not disclose or use any such Confidential Information for its own purposes or for the purposes of any other party, except as specifically permitted pursuant to this Agreement.
- 4.2 Each Party shall take affirmative steps to protect from disclosure any and all Confidential Information of the other Party and shall take the same actions to protect such information that it takes to protect its own Confidential Information.
- 4.3 Notwithstanding the above, neither Party shall be restricted from disclosing such Confidential Information if required by an order or direction or request of a government or regulatory authority or under court directions. The Party required to make the disclosure will provide the other Party with prompt written notice thereof, to the extent permitted by law, so that it may seek an appropriate protective order and/or waive disclosing Party's compliance with the provisions of this Agreement in respect thereof.
- 4.4 Each party agree not to compete with each other with the same client or the same prospective client for the services of each other as specified in this document, till this agreement is in force.

5.0 LIABILITIES AND INDEMNITIES

- 5.1 Each of the Party hereby indemnifies, protects and holds harmless the other Party from any and all claims, suits, threats, damages, demands, actions, causes of action, liabilities, all costs, expenses, attorney fees, legal expenses related to (i) any claims arising out of the wilful misconduct of either Party's employees and agents in the provision of the Trusteeship Services (ii) breach of any of the terms, conditions, declarations, representations, undertakings and warranties contained in this Agreement, on part of either Party or its employees, agents and representatives. (iii) Arising out the responsibilities of or involvement of the other Party with respect to the Trusteeship Services. The provisions of this clause shall survive the termination of this Agreement for any reason.

6.0 DECLARATIONS, REPRESENTATIONS & WARRANTIES OF

- 6.1 **Kaushal Educational Consultancy Pvt. Ltd** hereby declares that the executed **Kaushal Educational Consultancy Pvt. Ltd** and performance of this Agreement and provision of the said Services to the Prospective students shall not violate any duty or obligation of **Kaushal Educational Consultancy Pvt. Ltd** at law or under any rules or regulations by which **Kaushal Educational Consultancy Pvt. Ltd** carries on business or any other duty or obligation by which **Kaushal Educational**

Consultancy Pvt. Ltd is bound whether arising by contract, operation of law or otherwise.

6.2 **Kaushal Educational Consultancy Pvt. Ltd** hereby declares that it is duly authorized, eligible and competent to enter into this Agreement. Further, **Kaushal Educational Consultancy Pvt. Ltd** declares that it has not been debarred/suspended / prohibited from carrying on its normal activities.

6.3 **Kaushal Educational Consultancy Pvt. Ltd** will also not approach the Prospective Students with a view to cross-sell or upsell its products and services without COLLEGE Z's prior written approval. **Kaushal Educational Consultancy Pvt. Ltd** confirms that it shall not disclose any Client leads provided by COLLEGE to any other group companies for purpose of cross selling any investment products offered by COLLEGE unless there is wilful misconduct on part of **Kaushal Educational Consultancy Pvt. Ltd**

7.0 **DECLARATIONS, REPRESENTATIONS & WARRANTIES OF Pallavi Engineering College** hereby declares that the execution and performance of this Agreement and provision of the said Services to the Prospective Students shall not violate any duty or obligation of COLLEGE at law or under any rules or regulations by which COLLEGE carries on business or any other duty or obligation by which COLLEGE is bound whether arising by contract, operation of law or otherwise.

7.1 COLLEGE hereby declares that it is duly authorized, eligible and competent to enter into this Agreement. Further, COLLEGE declares that it has not been debarred/suspended / prohibited from carrying on its normal activities.

7.2 COLLEGE undertakes that all its employees, servants, agents and representatives shall at all times maintain strict confidentiality in respect of any information provided by **Kaushal Educational Consultancy Pvt. Ltd** . During the term of this Agreement and for 6 months from its termination or earlier determination, COLLEGE will also not approach the Prospective Students with a view to cross-sell or up-sell its products and services without **Kaushal Educational Consultancy Pvt. Ltd** prior written approval. COLLEGE confirms that it shall not disclose any Client leads provided by **Kaushal Educational Consultancy Pvt. Ltd**, to any other group companies for purpose of cross selling any investment products offered by **Kaushal Educational Consultancy Pvt. Ltd** unless there is wilful misconduct on part of COLLEGE.

8.0 PROCESS FEE

8.1 The **Kaushal Educational Consultancy Pvt. Ltd** will not be charging any processing fee to the prospective students of Pallavi Engineering College Students, If students comes from other Institutions apart from Pallavi Engineering College, the Processing fee will be charged and that will be deposited with COLLEGE, however Prospective students have to pay application fee for the respected universities/Institutions as where ever required.

9.0 INDEPENDENT SERVICE PROVIDER

9.1 Nothing contained in this Agreement, shall be deemed to create relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or, to provide either Party with the right, power or authority, whether expressed or implied to create any duty or obligation on behalf of the other Party. **Kaushal Educational Consultancy Pvt. Ltd** and COLLEGE acknowledges that their joint promotion of Services is solely within their own control subject to the terms and conditions agreed upon and

agrees not to hold itself out to be an employee, agent, principal, partner or servant of the other Party or its subsidiary or affiliate thereof.

9.2 It is agreed and understood that all employees/personnel of **Kaushal Educational Consultancy Pvt. Ltd** and of COLLEGE, are and at all times and shall be deemed to respectively be, the employees/personnel of **Kaushal Educational Consultancy Pvt. Ltd** and of COLLEGE, as the case may be, and in no circumstances shall the relationship of master and servant, employer and employee or principal and agent be deemed to arise as between the Company on the one hand and the employees/personnel employed/engaged by **Kaushal Educational Consultancy Pvt. Ltd** on the other hand, and between " **Kaushal Educational Consultancy Pvt. Ltd** on the one hand and the employees/personnel employed/engaged by COLLEGE on the other hand

10.0 NOTICE

10.1 Any notice, communication or documents to be given by a party hereto to the other party may be given by personal delivery, e-mail, courier, registered post / acknowledgement due or fax at the address hereinafter mentioned. The notice shall be deemed to have been served upon the party to whom it is given, if given by personal delivery when so delivered and acknowledgment received, if given by post on receipt of the same and if given by fax upon acknowledged transmission thereof.

Notice to: **Kaushal Educational Consultancy Pvt. Ltd**

Designated Person : [Hemant Kumar Conjivaram]
Address : [9-1-71 & 72, Hasss Office, first floor, S.D. Road
Secunderabad, -500003]
Tel No : [+040 29395265, Cell # 91- 9848495265]
Email : [kaushaledu.kumar@gmail.com]



Notice to COLLEGE

Authorised Person : [_____]
Address : [_____]
Tel No : [+ _____]
Email : [_____]

Changes in the information provided above are to be communicated in writing / fax by the authorized person of the party desirous of changing the information to the other party.

PRINCIPAL

SRI LAKSHMI ENGINEERING COLLEGE

(Formerly Hazra Institute of Technology & Science)

Kuntloor (V), Abdullapurmet (M)

Hyderabad, R.R. Dist-501505, Telangana

11.0 JURISDICTION AND DISPUTES

This Agreement shall be construed in accordance with the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to Arbitration under the auspices and governed by the provisions of the Arbitration and Conciliation Act, 1996.

In the event of disputes, differences, claims and questions between the parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to settle such differences, claims or questions by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

In case dispute resolution is not possible by any other means, the same shall be subject to the exclusive jurisdiction of the competent courts in Hyderabad only.

12.0 TERMINATION

12.1 This Agreement shall terminate forthwith if either of the Parties hereto goes into liquidation or presents or is presented with a petition for or passes a resolution for winding up, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or makes any arrangement with its creditors or any assignment for the benefit of creditors, or if a receiver or manager of its business or undertaking is duly appointed, or if distress or execution shall be levied or threatened upon any of its property, or if it suffers any similar action in consequence of debt.

12.2 Both Parties shall have the right to terminate this Agreement forthwith with a fifteen days' notice or in the event of a breach of any of the terms and conditions of this Agreement or in the event of any negligence, wilful default or fraud by either Party duly completing the activities under process with full responsibilities on either side.

12.3 Upon Termination of this agreement, any pending payments will be cleared by the respective parties within seven business days.

12.4 COLLEGE and **Kaushal Educational Consultancy Pvt. Ltd** will be liable in respect of their actions during the subsistence of this Agreement even after the Agreement lapses. Provided, however, that the right of any party to prefer a claim will be subject to the applicable law relating to limitations.

12.5 The confidentiality obligations of both Parties shall survive irrespective of the termination of this Agreement

13. Execution of this Agreement

12.6 This Agreement is being executed in two counterparts and by each Party hereto on separate counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

Signatures:

Witness: