

APPLY FOR FRANCHISE

We at Edu Empire are offering Franchise Opportunity to the one's in need. We are a Franchise that will change Life. At Edu Empire, we inspire successful learners and support families. By supporting a young learner in their education, you open them up to a world of opportunities. Make the students the next great doctor, surgeon, scientist or whatever their heart or passion desires and be the difference in their life. Create the ripple effect that CHANGES LIVES and become an Edu Empire Franchise

Why Edu Empire Franchise

- Fastest Growing Education Franchise Network model in Pune
- 13 years of experience running the education business.
- Complete handholding of Franchise Partner.
- Excellent Growth Opportunity & High return on investment.
- Latest Delivery Methodology with extensive evaluation.
- Latest Scientific Counselling approach for student.
- Collaborative efforts for Branding, Marketing & Operations.

AGREEMENT

This AGREEMENT entered into on the.....day of....., 20.....

BETWEEN

Eduempire Private Limited a Company incorporate under the Companies Act, 1956 or Companies Act, 2013, having its Registered Office at Show Room No. UG-14, Building No-A, Upper Ground Floor, Phoenix City (East Court) Lohgaon, Viman Nagar, Pune - 411014, represented herein by its Director Mr. Nitish Ghodke (hereinafter referred to as the "Eduempire Private Limited ", which expression shall, whenever the context so requires or admits mean and include its successors and assigns) of the ONE PART;

AND

Mr. _____ as individual, having its place of Business at..... (hereinafter referred to as the "AGENT", which expression shall, unless the context so requires or admits mean and include its Partners for the time being, their heirs, legal representatives, executors and permitted assigns) of the OTHER PART;

WHEREAS

(A) Eduempire Private Limited is engaged inter alia in the business to provide home tuitions and various educations through coaching classes, educational messages, home decor, board rehearsal examination, to make availability for homework centre, online tuition, home tutors, E-education, Acting Schools, Educational school notes. Conducts various educational seminars, Counselling sessions, sessions of motivational speaker. Other types of education like Gym trainers, salon, hospitality services, advertising and branding, events, and Franchise. All types of educational services under one roof and are the owners of the trade name and trade mark of "Eduempire Private Limited."

(B) the AGENT has offered to set up one Institute in the City of Mumbai and has represented to Eduempire Private Limited that it is in a position of invest necessary capital and is also possessed of a suitable premise to set up and carry on the Institute and Eduempire Private Limited has accepted the said offer;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That in consideration of the foregoing, the Company hereby appoint Mr. _____ as its Agent in the Pawai, City of Mumbai upon the following terms and conditions:

1. The Institute under the name and style of "Eduempire Private Limited " shall be setup and run in the Premises of minimum 1200 square foot and having conference rooms, AC class rooms, waiting and reception area.
2. The OTHER PART will meet and bear the entire cost of furnishing and decorating the interior and exterior of the Premises in accordance with the specifications and requirements of Eduempire Private Limited, particularly touching upon the following aspects -- interior design, selection of furniture, lighting system, air conditioning, furnishings, etc.
3. The name of the Institute shall be promptly and clearly displayed with logo as Eduempire Private Limited.
4. The OTHER PART at his cost will employ necessary personnel such as minimum four teacher, Marketing staff, Operation manager, Supervisor, Coordinator to the entire satisfaction of Eduempire Private Limited.

THE OTHER PART COVENANTS WITH THE COMPANY AS FOLLOWS:

1. That it shall duly and promptly pay the owner of the Schedule Premises rents and other charges and keep the lease subsisting and valid and ensure that the Schedule Premises is always available for running of the Institute.
2. That it shall not directly or indirectly or in Partnership or Association, with friends or relatives, or Companies engaged itself in business, which is same or similar to the one being, carried on by Eduempire Private Limited.

3. That it shall not engaged in any other educational institute which is engage in same business as in by Eduempire Private Limited.
4. That it shall not use the Company's trade name and/or trademark in any manner other than that, which is permitted by Eduempire Private Limited.
5. That it shall require to keep records and make regular reports to franchisor and required to follow a certain record keeping system and allow franchisor access to and audit these records.
6. That Franchiser will visit every Month to the premises for inspection and expenses are borne by the Franchisee. Audit will be conducted by the authorized person of Franchiser once in a year.
7. That by every 6 months Franchisee or other authorized person will come to the Franchiser place for training and expenses will be borne by the Franchisee.
8. That OTHER PART shall be responsible for any loss to the business.
9. That any person other than Franchisee and Authorized Signatory will not be entertained by the Franchiser.
10. That Coaching will be on one to one basis. No Notes will be provided by the staff and Weekly Test will be conducted.
11. That Home tuitions will be Franchisee's responsibility and Parents complaints will be handled by the Franchisee.
12. That Franchisee has no right to transfer the franchise without franchisor's consent and franchisor has first right to refusal.
13. That Conduct Licensed Business in accordance with the highest business standards and in compliance with all such policies and operating standards, as may from time to time be specified by the Franchisor, and not do any act which will or may reflect adversely upon the business integrity or goodwill of the Franchisor or upon the standards of quality of the Institution;
14. That At all times comply with all laws and government regulations in the territory applicable to the operation of the Licensed Business from the Premises;
15. That It shall compulsory to pay all the taxes, Statutory payments and Outgoing promptly. GST will be borne by the Franchiser. GST Liability will be paid regularly.
16. If Agent change his business status from current i.e. individual to partnership firm or private limited or any other business type Agent should take prior permission from One Part. If partner or director in the proposed entity should be blood relative of the agent. If they are not blood relative, Agent will be responsible for payment of non-refundable deposit again.

17. In consideration of the Franchisor agreeing to grant license during the Term to the Franchisee for the use of the trademarks, Trade Name and service marks of the Franchisor in relation to its business and the association of the Franchisee with the reputation and goodwill of the Franchisor, the Franchisee agrees to pay to the Franchisor a non-refundable security deposit for the term of this Agreement of **Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only)** plus applicable taxes on or before execution of the Agreement. In addition to the aforesaid amount, the Franchisor shall be entitled to receive a recurring royalty of **Rs. 1,00,000/- (Rupees One Lakhs Only)** plus applicable taxes. Post-dated cheques for 12 months will be given by franchise to the Franchisor in advance. If payment not made by the agreed date, 6% interest will be applicable on the royalty amount.

18. The parties hereto agree that this agreement shall be valid up to 10 years from the date of agreement. On the expiry of the term of this Agreement at the sole discretion of the Franchisor upon such terms and conditions as may be determined by the Franchisor shall renew for further 10 consecutive year.

19. That franchisee agreement has locking period of 5 years from the date of agreement. In this period of 5 years nor Franchisee neither Franchisor will terminate the agreement. On Expiry of 5 years royalty amount will be **Rs. 150000/- (Rupees One Lakh and Fifty Thousand Only)** till the 7th year. After that from 8th year Royalty amount will be **Rs. 200000/- (Rupees Two Lakhs Only)**

20. That 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, the Parties shall first endeavour to resolve the same amicably through negotiations. If the dispute is not resolved by means of negotiations within a period of 30 days, or such different period as is agreed between the Parties, such dispute shall then be referred to and settled by arbitrator. It is agreed that notwithstanding the reference to Litigation, the Parties hereto shall continue to be bound by this Agreement and shall continue to honour their respective obligations under this Agreement. The Parties hereto expressly agree that the decision arrived by the arbitrator shall be final and binding on all the parties. No party shall go on to the court.

21. This Agreement is however terminable as follows:

- a. by either party giving the other 30 days' notice in writing;
- b. by Eduempire Private Limited unilaterally without assigning any reasons
 - i. if the other part is found guilty of misconduct, or
 - ii. commits a breach of any of the provisions of the Agreement, or
 - iii. commits any act of bankruptcy,
 - iv. suffers any execution or distress.

Commercial Terms & Conditions

Agreement should be for 10 years.

1st 2½ Years: ₹1.0 Lakh/month

2nd 2½ Years: ₹1.50 Lakh/month

Lock in Period: 07 Years

3rd 2½ Years: ₹2.0 Lakh/month

4th 2½ Years: ₹3.0 Lakh/month

Non-Refundable Deposit: ₹5.50 Lakh

Token Amount: ₹1.0 Lakh

General Terms & Conditions

First one year every month on 2nd Sunday – 04 hrs. Training

Second year every 3 month on 2nd Sunday – 04 hrs. Training

Training Venue: Viman Nagar Head Office

Systematized Interiors

Interview Training

Test Papers will be provided by Head Office. Extra papers which are not in syllabus Should be made by the branch teachers.

Holidays will be declared by the Head Office

Similar Furniture/Chair/Interior Pattern/Stationery Pattern/ Attendance Pattern/ Portion Completion Pattern/What's Up Pattern/Missing Hours Pattern

IN WITNESS WHEREOF the Parties hereto have set their respective hands to these presents hereof the day and year herein above written.

SIGNED AND DELIVERED BY:

On behalf of the Franchisor **Eduempire Private Limited**

(Authorized Signatory)

Name: **MR. NITISH GHODKE**

Designation: **DIRECTOR**

In the presence of Witnesses:

1. Sign: _____

2. Sign: _____

SIGNED AND DELIVERED BY:

On behalf of the Franchisee

Proprietor / Partner/s / Authorized Signatory / ies

In the presence of Witnesses:

1. Sign: _____

2. Sign: _____