

**FRANCHISE AGREEMENT**  
**NBOSECSM Education Foundation (Pvt.) Limited, Uttar Pradesh**

This agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 between Ravi das aged about 34 years S/O Mr. Munna lal Director Nbosecsm Education Foundation Pvt. Ltd. Having its Corporate Office at 2<sup>nd</sup> Floor DK Building Main Market Etah Road pachokhara Tundla Firozabad Uttar Pradesh (here in after called the FIRST PARTY ).

AND

\_\_\_\_\_ aged about \_\_\_\_\_ years S/O \_\_\_\_\_ who  
Is running a Computer Institute in the name and style of M/S \_\_\_\_\_  
Having its office at \_\_\_\_\_ Bangalore (here in after called as SECOND PARTY).

Whereas the FIRST PARTY has opened a Computer Education Company in the name and style of M/S Nbosecsm Education Foundation Pvt. Ltd. And granting Franchise to the interested parties for using its brand name study materials, marketing assistance, system maintenance throughout the nation.

That the SECOND PARTY approached the FIRST PARTY for granting franchise of rights to conduct training classes in his existing institute in the name of the company of the first party Nbosecsm Education Foundation Pvt. Ltd.

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of 3 year \_\_\_/\_\_\_/2022 to \_\_\_/\_\_\_/2025 on The terms and conditions below showeth:-

1. The SECOND PARTY shall pay sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Thousand ) only (Non-refundable ) to wards the franchise agreement cost and student registration fees different courses as mentioned by the First Party in shape of demand draft drawn favor of Nbosecsm Education Foundation Pvt. Ltd. payable at UTTAR PRADESH collect by the second party before 10<sup>th</sup> of every succeeding month.
2. It is agreed between the parties that the second party shall collect the registration fees as per the fees structure laid down by the First Party, (ANNEXTURE ATTACHED) which shall final and binding upon the second party,

## SECOND PARTY

## FIRST PARTY

3. **That the parties further agreed that the SECOND party shall maintain the institute as per the rules and regulation laid down by the FIRST PARTY and shall maintain changes in courses and infrastructure as per requirements of the FIRST PARTY.**
4. That the SECOND PARTY shall solely bear all the expenditure for running the Institute of the SECOND PARTY having his institute at \_\_\_\_\_,
5. **That the** SECOND PARTY shall provide service /assistance for implementing any new projects by the other division of the FIRST PARTY,
6. The first Party shall bear the entire expenditure of the study materials, stationary, advertisement material, as per the requirements to run the institute of the second party.
7. The SECOND PARTY shall not reproduce the materials supplied by the FIRST PARTY, such as course materials, slides, overhead, videos, manuals workbook, and CDs etc and all the materials supplied by the FIRST PARTY are copyright and may not be reproduced .
8. That the SECOND PARTY shall be solely responsible for any loss due to postponement and incompleteness for courses and the FIRST PARTY shall not be responsible for any losses including pecuniary loss.
9. That the SECOND PARTY shall allow the personnel and duly authorised by the FIRST PARTY to inspect the premises, financial records, software and hardware at any time.
10. That the SECOND PARTY shall collect the fees from the student only issuing the receipts supplied by the FIRST PARTY bearing their name and not otherwise .The SECOND PARTY shall not print any receipt book for collection of fees from students and for any other purpose.
11. That the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SECOND PARTY from time to time.
12. That the FIRST PARTY shall provide transfer facility to the students from one center to another center after complying with the required conditions.
13. That the FIRST PARTY alone in its name shall issue certificate to the students on successful completion of their course at the institution covered by the agreement or at the center after complying with required conditions.
14. That the SECOND PARTY shall pay the registration fees amount collected every month as mentioned in condition (1) before 10<sup>th</sup> of the succeeding month, failing which the Second Party shall pay interest on the amount due at the rate of 18% per annum. In addition, the First Party shall be at liberty to stop all future obligations under the agreement without any further notice.
15. That the second party has to start the institute and coaching within one month from the date of agreement .
16. This agreement is valid for three years from the date of agreement and this agreement is subject to renewal in each year with renewal fees of Rs. \_\_\_\_\_,

17. That if the SECOND PARTY is found misusing the name of the FIRST PARTY, the FIRST PARTY shall be at liberty to cancel the licence with one month prior notice and shall be at liberty to request to law courts as may be warranted in such circumstances.

18. That if any dispute arises between the parties then the Second Party shall not take any franchise from any company with in the validity of the agreement .

19. That if any dispute arises between the parties then the Uttar Pradesh Civil and Session Court Stationed at Uttar Pradesh shall be jurisdiction to decide the same.

In witness where of the parties after understanding its conditions have put their signatures in presence of below signed witnesses on this the day month and year afore mentioned.

**ANNEXTURE-I**  
**FEEES STRUCTURE**

**Registration Charges for different course**  
**Registration Fees (One Time ) Rs. 400 and Exam Fees Per Sem/Years (Rs. 350**

| <b>Courses</b>            | <b>Months/Semester</b> | <b>Years</b> | <b>Fees</b> |
|---------------------------|------------------------|--------------|-------------|
| ADCA                      | 12                     | 1            | 400         |
| DCA                       | 6                      |              | 400         |
| ADOAP                     | 12                     | 1            | 400         |
| DOAP                      | 12                     | 1            | 400         |
| DCTT                      | 12                     | 1            | 1000        |
| NTT                       | 12                     | 1            | 1000        |
| PTT                       | 12/24                  | 1/2          | 1000/2000   |
| DCHN                      | 12                     | 1            | 400         |
| BASIK                     | 3                      |              | 300         |
| TALLY                     | 3/6                    |              | 300         |
| PGDCA                     | 12                     | 1            | 1000        |
| 10 <sup>th</sup>          | Distance Mode          | 1            | 1650        |
| 11 <sup>th</sup>          | Distance Mode          | 1            | 1750        |
| 12 <sup>th</sup>          | Distance Mode          | 1            | 1950        |
| Vocational courses        |                        | 1            | 1000        |
| Vocational courses        |                        | 2            | 2000        |
| Skill Development courses |                        | 1            | 1000        |

SECOND PARTY

FIRST PARTY

**NOTE:**

Registration fees include study materials, examination and certification. Registration fees is to paid in form of DD drawn in favour of NBOSECSM EDUCATION FOUNDATION Payable at Firozabad, Uttar Pradesh

SECOND PARTY

FIRST PARTY



**NBOSECSM**  
Board of Examination