

## INDIA NON JUDICIAL

## **Government of Karnataka**

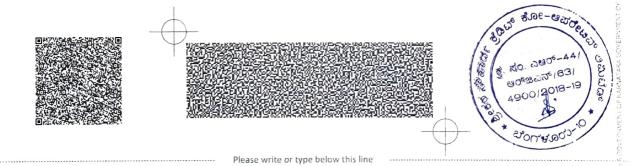
#### e-Stamp

AKA 2FNA

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UMENT OF

Certificate No.	:	IN-KA76001172335374U
Certificate Issued Date	:	15-Jul-2022 11:46 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ RAJAJINAGAR11/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0871420809955787U
Purchased by	:	VIVEKANANDA DEGREE COLLEGE
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	SERVICE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AMONG CAMPUS TECHNOLOGY
Second Party	:	VIVEKANANDA DEGREE COLLEGE
Stamp Duty Paid By		VIVEKANANDA DEGREE COLLEGE
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered on 10th Aug 2021, BY AND AMONG: CAMPUS.TECHNOLOGY, a unit of KAHAN TECHNOLOGIES PRIVATE LIMITED, Portfolio Company of Times Internet (hereinafter referred to as the "Company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part;

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
  The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority

And,

(Vivekananda Degree College, Dr.Rajkumar Road, Near Orion Mall, Rajajinagar II Stage, Bangalore-560055.) hereinafter referred to as the "Customer", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the SECOND PART;

#### WHEREAS

- a. The Company is presently engaged in providing Internship to students ("Services")
- b. Customer is engaged in the business of providing education and is desirous of availing the Services provided by the Company.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREIN WRITTEN:

# BY AND BEHALF OF THE CUSTOMER:

Bv:

Name: Dr. Sreeramappa M

**Title: Principal** 

## BY AND BEHALF OF THE COMPANY:

Name: Pooja Vasudev

Title: Vice President, Business Development and Strategy

# NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THEPARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

## **1. SCOPE OF WORK:**

#### a. Providing internships to students of Vivekananda Degree College

#### 2. Non-Disclosure Agreement

Please find the detailed non-disclosure agreement in Annexure (a)

#### **REPRESENATIONS AND WARRANTY**

- 3.1 Each Party represents and warrants to the other Party that:
  - a. Each party is a corporation incorporated and validly existing under the laws of India.
  - b. Each party has the corporate power and capacity to carry on business, to own properties and assets, and to sign and perform its obligations, under this Agreement.
  - c. Each party has taken all necessary corporate action to authorize its signature of, and the performance of its obligations under this Agreement.

#### 4. TERMINATION

- 4.1 The Parties shall be entitled to terminate this Agreement (in so far as it is applicable to them) forthwith, by giving a notice in writing, upon either Party committing a material breach of any of the provisions of this Agreement and failing to remedy the breach, if curable, within 30 (Thirty) days of being notified of the same;
- 4.2 The rights and obligations of the Parties under this Agreement, which by their nature survive the of this Agreement, including clauses relating to Dispute Resolution, Notices, Indemnity and Governing Law shall not be extinguished by termination of this Agreement.

## 5. INDEMNITY

Each Party hereby undertakes and agrees to indemnify and keep and hold the other Party indemnified and harmless in respect of any matter not connected and beyond the scope of this Agreement

## 6. **DISPUTE RESOLUTION**

- 6.1 If any dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any binding provision of this Agreement, and continues to be unresolved for 15 days, such dispute shall be resolved pursuant to Arbitration proceedings governed by the Arbitration and Conciliation Act, 1996 as in force at the time of any such arbitration and as may be amended. The venue of arbitration shall be Bangalore. The Parties shall jointly appoint a single arbitrator.
- 6.2 The arbitrator's award shall be substantiated in writing. In case the arbitrator has not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitrationproceedings.
- 6.3 The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

## 7. NOTICES

7.1 Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due; or (iii) by email at the respective addresses set out herein below or at such other address as may be subsequently intimated by one Party to the other in writing as set out herein The Customer:

Vivekananda Degree College

Address: Dr.Rajkumar Road, Near Orion Mall, Rajajinagar II Stage, Bangalore-560055.

Contact Person: Dr Sreeramappa

The Company:

Kahan Technologies Private Limited (A Times Internet Portfolio Company)

Address: Campus.Technology, RMZ Latitude Commercial, 10th floor, Bellary Rd Hebbal, Near Godrej Apt, Bengaluru, KA 560024

Contact person: Pooja Vasudev

**Contact No: 9980747722** 

Email: pooja.vasudev@epaathsala.com

- 7.2 All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by email or (ii) the business day of receipt, if sent by courier or hand delivery; or (iii) the expiry of 7 (seven) business days after posting, if sent by registered post.
- 7.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other parties not less than 7 (seven) business days prior written notice.

# 8. MISCELLANEOUS PROVISIONS

## 8.1 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

## 8.2 Cumulative Rights

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

#### 8.3 Partial Invalidity

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

#### 8.4 Amendments

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

#### 8.5 Assignment

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto, shall assign or transfer any of its rights and liabilities hereunder to any other person without the prior written consent of the other Party which will not be unreasonably withheld.

#### 8.6 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties, and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

#### 8.7 Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The parties further agree that only the courts in Bangalore will have the exclusive jurisdiction with respect to any matter connected with this Agreement.

#### 8.8 Public Announcement

The Parties agree that they shall not make or permit or authorize the making of any public announcement, including press statements, or statements on the internet or on any other form of media and/or any disclosure of any nature whatsoever to any person concerning this Agreement without the prior written permission of the other Party.

#### 8.9 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in anyway.

#### 8.10 Authorization

The persons signing this Agreement on behalf of the Parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.