

AGREEMENT

THIS AGREEMENT is executed at _____ on _____(date)_____, BY AND BETWEEN the following described persons:-

1. **BRAHMAVARCHAS INTERNATIONAL YOGA ACADEMY**, a company incorporated under section 25 of the Companies Act, 1956, having its registered office at Raman Niwas, Raghunath Nagar, Mahmoorganj, Varanasi - 221 010, through its Founder cum Director Shri Yogi Vikas Kumar, son of Shri Tribhuvan Nath, resident of Semra, Parao, Ramnagar Road, Varanasi, for the sake of brevity, hereinafter referred to as the "FRANCHISER" (which expression shall, where the context admits, mean and includes executors, administrators, legal representatives and assigns) of the FIRST PART, and ;

■ FIRST PARTY

2. **Mr**, son of Shri, resident of, aged about years, for the sake of brevity, hereinafter referred to as the "FRANCHISEE" (which expression shall, where the context admits, mean and includes his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

■ SECOND PARTY

WHEREAS

- The Franchiser has spent time, money and effort in obtaining and developing knowledge & expertise of **YOGA**, installing systems and procedures for the company and developing course material, faculties, trainers etc., hereinafter called "The Services".
- The Franchiser wishes to expand the provision of the services, and is willing to grant to the Franchisee the rights set out herein.
- The Franchisee on his part is interested in entering into the business of operating as a service provider through outlets and thus carrying out the business of providing the services to the customers.
- The purpose of this agreement is to set forth the terms and conditions under which the parties to the Agreement shall conduct themselves during the subsistence of the Agreement.

AND WHEREAS, now, both the parties hereto are desirous of reducing and have deemed it expedient to reduce in writing the terms and conditions governing their relations inter-se.

NOW, THEREFORE, THIS DEED WITNESSES AND RECORDS AS FOLLOWS:-

1. RIGHTS GRANTED

The Franchiser grants to the Franchisee during the subsistence of this Agreement and subject to the terms and conditions hereof the rights to carry on the services as a franchisee of **BRAHMAVARCHAS INTERNATIONAL YOGA ACADEMY**, for a period of 5 years from the date of this agreement, in accordance with this Agreement, to utilize the know-how and to use the brand name.

2. FACILITY FROM FRANCHISER

- a. The Franchiser will provide their entire range of expertise by own or through the service providers, which includes website management, online registration, administration, client login, online advertisement, search engine optimization (SEO), IVR, toll free number, bulk SMS facility, brand name, technical know-how, systems, procedures, course material etc. and expenses for the same shall be solely borne by him.
- b. The Franchiser will provide one week training free of cost to the team of the Franchisee on yearly basis.
- c. The Franchiser will arrange one free visit per month of **"GURUJI"** and Ayurvedic Doctor if the Franchisee is situated within 10 km distance subject to specific request of the Franchisee. If the Franchisee is situated beyond 10 km distance the Franchisee will have to bear the actual cost incurred in travelling along with boarding, lodging and local transportation etc.

3. TERMS AND CONDITION

- a. The Franchisee shall conduct regular health checkups, seminars, workshops etc., for 3-7 days on yearly basis at cost on his own part, training facilities for which shall provide by the Franchiser.
- b. Any candidate referred by Franchisee to join Franchiser's trainers training programme, then the Franchisee shall be entitled to referral incentive of 25% of fees collected from the said candidate for the said training programme.
- c. Franchise fees of Rs. 2,00,000/- for the centre established in India shall be charged by the Franchiser at the time of execution of agreement. There will be renewal of the same every 5 years.
- d. The Franchisee shall have to pay to the Franchiser @ 7% of total fees collection, based on the rates of fees collection as mutually agreed between both the parties under this agreement, on monthly basis, subject to deduction of due taxes prevailing from time to time. The Franchiser or his duly nominated representative shall have full right to scrutinize the accounts of the Franchisee for the purpose.
- e. Franchise fee of INR 5,00,000/- for the centre established in any country other than India shall be charged by the Franchiser at the time of execution of agreement. There will be renewal of the same every 5 years.
- f. In countries other than India, the Franchisee shall have to pay to the Franchiser @ 10% of total fees collection, based on the rates of fees collection as mutually agreed between both the parties under this agreement, on monthly basis, subject to deduction of due taxes prevailing from time to time. The Franchiser or his duly nominated representative shall have full right to scrutinize the accounts of the Franchisee for the purpose.

4. TERMINATION

- a. This agreement may be terminated by either party at any time by giving prior written notice of 90 days, but not before a lock-in-period of first five years.
- b. The Franchiser may terminate this Agreement forthwith by notice in writing to the Franchisee, if the Franchisee shall have committed any material breach of his obligations hereunder,
 - If any sum or document required under the terms of this Agreement is not paid or submitted within 30 days, following its due date.

IN WITNESS THEREOF BOTH the parties have affixed their signatures, to this Agreement on this _____(date)_____, in the presence of the following witnesses.

Witness:-

1- Name,

FIRST PARTY

Father name,

Address,

Signature,;

2- Name,

SECOND PARTY

Father name,

Address,

Signature,;