

AGREEMENT

This Agreement is entered into this _____, 2019 (“Effective Date”)

BETWEEN

CSC e Governance Services India Limited, a company registered under Companies Act 1956 and having CIN U74999DL2009PLC192275 with its registered office at Electronics Niketan 4th Floor, DIT, 6 CGO Complex, Lodi Road New Delhi - 110003 through Shri which expression shall, unless repugnant to its meaning, subject or context, mean and include its

successors, legal representatives and permitted assigns) (hereinafter referred to as "CSCSPV"); and party of the First Part

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_____ Village Level Entrepreneur is an Owner / Entrepreneur of the Common Service Centre Located at and having its registered/ principal place of business/ office at....., and having its CSC IDand PAN No which expression shall include its legal heirs, promoters, executors, office bearers and legal assigns and successors (hereinafter referred to as "VLE").

WHEREAS:

- A. CSCSPV is a strategic cornerstone of the Digital India Program by providing access points for delivery of various government and non-government services to villages in India thereby contributing to a digital and financially contributing Indian society. The Company is an Implementing and monitoring agency for common services center ("CSC") registered under "CSC scheme" and to enable the government to progressively migrate to an e-Government platform and enable services through the CSC network. It provides a centralized collaborative frame work for delivery of services to citizen through CSC { i.e. Common Services Centres registered under CSC Scheme} set up by various Village Level Entrepreneurs (VLE) and also provides a range of services to support CSC scheme under Digital India Programme wherein delivery of essential public utility services, social welfare schemes, healthcare, financial, education and agriculture services, apart from host of B2C services are provided through CSC to citizens in rural, urban and remote areas of the country;
- B. And whereas in order to render its services through CSCSPV the VLE requires a minimum infrastructure that is comprised and Inclusive of Laptop, printers etc.
- C. CSCSPV have an arrangement to facilitate and provide Laptop & Printers to those VLE's who are interested in taking the Laptops & Printers (hereinafter referred to as "Equipment's") under this arrangement. those _____ .
- D. The VLE has requested to take the equipment's from the CSCSPV under this facilitation arrangement, the CSCSPV has agreed to facilitate and

arrange the equipment's for VLE as per agreed terms and conditions mentioned hereunder.

- E. The parties agree to enter into this arrangement cum agreement on the following terms and conditions witness and set hereunder.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE

- a. The CSC SPV have arranged the equipment's as annexed in annexure A of this agreement for use of VLE in order to facilitate its business and deliver its services at its CSC Centre .
- b. The VLE shall use the equipment's for the tenure of this agreement at agreed rental per month.
- c. After the end of tenure of this agreement the ownership of equipment's shall be transferred in name of VLE or its nominee.

2. COVENANTS OF VLE

- a. VLE here by confirm and acknowledge the receipt of "Equipment's" that they have received the equipment's in running and good condition.
- b. VLE hereby agree that he shall operate , maintain and upkeep the Equipment's at its Own cost.
- c. VLE shall hereby confirm and agrees that they shall keep the equipment's in good working order and repair condition acquired or taken in possession under this arrangement.

CONSIDERATION /RENTALS under this agreement (d) & (e):-

- d. In consideration of the said acquisition / possession of equipment VLE hereby agree to pay an Initial amount of security of Rs 5,000/- (Rs Five Thousand Only) inclusive of all taxes to CSC SPV as token of acceptance and intention of take the equipment's on rental basis.
- e. Apart from Security mentioned in clause 2 (d) supra of this agreement the VLE here by agree to pay rent of Rs 1,645/- (Rs. One thousand Six Hundred Forty-Five Only) per month inclusive of all taxes for the period of 18 months from the date of this Agreement to CSC SPV.
- f. VLE Shall use the Equipment for Business and lawful purpose only
- g. VLE hereby agree that they must not do or omit to do any act or thing that would result in warranties being given being invalidated or become unenforceable.
- h. VLE hereby agrees that they shall not sale, lease out, transfer, assign, mortgage, charge, sublet, keep security of equipment's to or with any person and also shall not make representation to any person

regarding ownership of the equipment till the tenure of this agreement and until full payment of security and rentals has been paid to CSCSPV as agreed under clause 2(d) and 2(e) mentioned supra of this agreement or unless prior approved by CSCSPV in writing.

- i. If VLE doesn't pay the rentals as agreed for the tenure to CSCSPV, CSCSPV shall take back the equipment's and take repossession of the equipment's.
- j. Further in case the VLE doesn't pay the full consideration and return back the equipment before the tenure of this agreement the amount paid as security and rental shall be forfeited by the CSCSPV.
- k. VLE agrees that they shall pay the monthly rentals to the CSCSPV by Postdated Cheque's, or by Directly transfer to CSCSPV Bank account through NEFT / RTGS or authorize CSCSPV to Debit the monthly rentals or any outstanding against this agreement from the Wallet maintained with the CSCSPV.
- l. Further VLE authorize CSCSPV to adjust outstanding demand due to unpaid rentals or any outstanding payable to CSCSPV against this agreement from any amount of Commission or Credit payable or outstanding in books of accounts of CSCSPV or its subsidiary or its associates and VLE shall have no objection in adjusting the amount against the unpaid rentals or outstanding demand as mentioned above.
- m. VLE may elect to purchase and become the owner of the equipment at Rs 1/- (Rupees One Only) i.e. nominal value after the completion of tenure of this agreement on the last date of tenure of this agreement.
- n. VLE shall not be able to purchase unless they have paid full rentals as in clause 2(e) including the Security as in Clause 2(d) of this agreement.

3. COVENANTS OF CSC SPV

- a. CSCSPV shall handover the possession of Equipment's on good and running condition.
- b. CSC have rights and authorized to let the equipment's on monthly rentals.
- c. CSCSPV hereby agrees that the equipment facilitated and arranged on rentals to VLE under this agreement are on Warranty for the tenure of 18 months from the Date of this agreement.
- d. CSCSPV shall transfer the ownership to VLE at Re. 1/- (Rupees One Only) i.e. nominal value after the completion of tenure of this agreement on the last date of tenure of this agreement and in favour of VLE or its nominee after the VLE shall have paid full rentals as in clause 2(e) including the Security as in Clause 2(d) of this agreement to CSCSPV.

- e. CSCSPV shall adjust outstanding demand of unpaid rentals or any outstanding payable to CSCSPV against this agreement from any amount of Commission or Credit payable or outstanding in books of accounts of CSCSPV or its subsidiary or its associates and VLE shall have no objection in adjusting the amount against the unpaid rentals or outstanding demand as mentioned above.
- f. In case of consideration agreed i.e. nonpayment of rentals and return of goods to CSCSPV the CSCSPV have full rights and shall forfeit the advance security received and rentals receipt up to date.

4. **TERM**

- a. This Agreement shall come into effect from the date of signing of this Agreement (**Effective date**). This Agreement shall be valid for a period of 24 months only from the effective date.

5. **COMPLIANCE WITH LAWS**

Each party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Agreement. If at any time during the term of this Agreement, a party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

6. **CONFIDENTIALITY**

Each party shall use any information which it receives from the other Party during the course of discussions or Project, only for the purposes for which it has been provided, and shall prevent third parties from gaining access to it and treat it in the same way as its own business secrets. This confidentiality obligation shall not apply to information which is generally known, which can be shown to have been independently developed by the recipient, or which has been acquired from a third party without nondisclosure obligation to the disclosing Party. This obligation shall likewise not apply to the extent a Party is

required by statutory regulations or governmental orders to reveal any of the information it has obtained.

This Section will survive the expiration or termination of this Agreement for any reason.

7. LIMITATION OF LIABILITY

VLE is agree to indemnify the Second Party, against all action, demands, proceedings, prosecutions, attachments, and the like suffered by the Second Party arising out of willful default and / or gross negligence by the defaulting VLE of his/her obligations to pay for the amount of Sale under this Agreement.

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressly disclaimed.

8. TERMINATION

Either party shall have a right, and in addition to any other remedies to which it may be entitled, to terminate this Agreement, upon written notice to other party if any of the following events occur:

- (a) After the tenure of this Agreement i.e. 12 months from date of this Agreement
- (b) 60 days' Notice in writing to the Other Party
- (c) In case on Nonpayment of rentals for consecutive or unpaid rentals as per terms of this agreement becomes due and payable and unpaid by VLE for 04 (Four) Months.
- (d) If any unlawful or illegal act is done by VLE

If VLE become Involvement or become unsound mind.

9. Indemnity

The VLE shall indemnify the CSC SPV for all cost, damages, expenses including interest, penalties etc. levied on CSC SPV due to: -

- a. Due to Breach of Terms and condition of this agreement
- b. Due to any illegal act or unlawful activity carried on by VLE
- c. Unpaid Rentals by VLE
- d. Any act incidental and ancillary to the above acts.

10. Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with Jurisdiction as below.

11. Jurisdiction

This agreement has been entered into the State of New Delhi and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the Courts, of New Delhi. No other jurisdiction shall be applicable.

IN WITNESS WHEREOF, the parties-hereto have executed this Agreement as of the date first above written.

CSC e Governance Services India VLEs Limited

Signature

Name: _____

Designation: _____

Date: _____

Signature

Name: _____

Designation: _____

Date _____

ANNEXURE – "A"

Financial Details

Laptop: Make /S. No.: HP 245 G6 Notebook PC

Cost of the Printer: Make S. No. HP LaserJet M12a Printer

Structure of Repayments:

1. Initial payment by VLE for the Laptop and Printer is Rs. 5,000/- (Rupees Five Thousand Only) through his/her wallet.
2. Amount of 12 months postdated Cheques' of rentals to CSCSPV by _____ VLE @ Rs. 1,645/- (Rupees One Thousand Six Hundred Forty-Five Only) per month.