

STUDENT AGREEMENT

This agreement is made at Indore on 11 day of July 2024 between -

CCENTRIC LEARNING EDGE PRIVATE LIMITED is a company registered under The Companies Act, 2013, having CIN No. U80904UP2018PTC104128 and its corporate address at 172/B, Tower-A, 7th Floor, The Corenthum, Sector-62 Noida, Uttar Pradesh- 201039, IN. The said Company is being represented by Mr. Sachin Sangal who is the CMD of the Company, (Hereinafter referred to as “**FIRST PARTY**”).

AND

Mr. Anshuman Oscar Bharti Son of **Sh. Subhash Chandra**, Resident of Q.No.- 25/B, St-AVN/B, Sector- 1, Pin- 490001, Bhilai, Chhattisgarh, having Aadhaar No. 811128398590 and Contact No. 9131144884 having branch Electrical and Electronics Engineering (Hereinafter referred to as the “**SECOND PARTY**”).

AND

Mr. Subhash Chandra Son of Sh. Dukhu Ram, Resident of Q.No.- 25/B, St-AVN/B, Sector- 1, Pin- 490001, Bhilai, Chhattisgarh, having Aadhaar card no. 781617982498 and Contact No. 9399328642, (Hereinafter referred to as the “**THIRD PARTY**”).

WHEREAS the FIRST PARTY is in the service of Training students with the aim to develop their skills and provide exposure as well as physical training in the field of Manufacturing

Engineering Industries. The program is designed with the sole objective of enhancing the skill and knowledge of the students with practical working experience which makes them desirous to work around the globe.

WHEREAS, Further the FIRST PARTY is in collaboration with the Government of India undertaking named as Indo-German Tool Room, Indore and both organizations have entered into an agreement with an objective of providing industrial training.

WHEREAS The SECOND PARTY is the Trainee who seeks Exposure to Technical Knowledge as well as practical learning.

WHEREAS The THIRD PARTY is the Parent/Guardian of the SECOND PARTY and hereby also a Party to the present agreement.

NOW THE FOLLOWING IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS – For the purposes of this Agreement the following words shall have the meanings set forth against them: -

a. “Premises” shall mean accommodation area.

b. “Rules and regulation” mean all norms, conduct, rules and regulations, terms and conditions in the premises as well as in this agreement that has been stated hereon. **c.**

“Trainers” will include teachers, coordinators and any person who is appointed by the FIRST PARTY to teach the SECOND PARTY.

d. “Services” means academic teaching and practical training.

e. “Training centre” is hereby defined as the designated area where training sessions are conducted.

2. SERVICES – The FIRST PARTY will provide the training with the Practical experience, industrial working culture in the Manufacturing, Engineering Industries being practiced at present. Main aim is to make the Trainee skilled and functional in the globe for new opportunities.

2.1 Further, they shall also provide Accommodation services for the SECOND PARTY for the period of training.

3. PLACE OF TRAINING – The training shall be provided at a Indo-German Tool Room (IGTR) training center which is situated at Plot no.291-B, 302-A, Sector-E, Industrial Area, Sanwer Road, Indore(M.P) 452015

4. DURATION – The Training shall be for a period of nine weeks, Commencing from 15 July to 15 September.

5. TRAINING MODULE AND STRUCTURE: The training program shall be conducted

over a period of two months, encompassing a total of 400 hours. Within this timeframe, a minimum of 300 hours shall be dedicated to the development of technical skills pertinent to the SECOND PARTY's field of study or profession. The remaining 100 hours shall be allocated for the cultivation and enhancement of soft skills essential for professional success.

5.1 The details of the modules are mentioned in **Brochure** i.e., Annexure 1 herein which forms an integral part of this Agreement.

6. QUALIFYING EXAMINATION –

6.1. Upon completion of 400 hours of technical skills and soft skills sessions, the SECOND PARTY shall be required to participate in and successfully pass a qualifying examination to obtain certification as a skilled professional. The examination shall be administered by Ccentric Learning Edge Private Limited ("the Company"), and participation therein is mandatory for certification. This certification holds significance within industrial sectors.

6.2. The examination shall consist of objective-based questions and shall be conducted at a suitable center designated by the Company.

6.3. Successful completion of the qualifying examination is a prerequisite for eligibility to participate in the interview placement process, which shall be facilitated by Ccentric Learning Edge Private Limited.

6.4. In the event of the SECOND PARTY failing to successfully pass the qualifying

examination, said trainee shall be deemed ineligible to participate in the interview placement process. Any payments rendered for registration, accommodation, or any other associated fees prior to the qualifying examination shall not be subject to refund, and the FIRST PARTY shall bear no responsibility for such loss or for provision of placement services.

Particulars	Fee payable (In INR) (Excluding GST)	Total (Fee Payable +18% GST) (In INR)
At the time of Registration for Industrial Training	INR 20,000/-	INR 23,600/-
2nd Month accommodation charges, including meal/ Mess charges	INR 20,000/-	INR 23,600/-
At the time of the Offer Letter	INR 20,000/-	INR 23,600/-
At the time of First Salary	INR 20,000/-	INR 23,600/-
At the time of Second Salary	INR 20,000/-	INR 23,600/-
Total		INR 1,18,000/-

7. PAYMENT – The THIRD PARTY has to pay the industrial training fee of as follows:

7.1. PAYMENT TERMS:

7.1.1. At the time of registration, the THIRD PARTY shall be liable to pay a total fee of INR 23600 (Indian Rupees Twenty three thousand six hundred only), comprising charges for training, accommodation, and transportation services for the first month of training.

7.1.2. On the 1st day of the 2nd month of training, a fee amounting to INR 23,600 (Indian Rupees Twenty three thousand six hundred only) shall become due, covering expenses for training, accommodation, and transportation services for the second month. This payment obligation rests with the THIRD PARTY of the registered SECOND PARTY.

7.1.3. Upon receipt of the offer letter by the SECOND PARTY, a fee totalling INR 23600 (Indian Rupees Twenty three thousand six hundred only) shall become payable, representing the remaining training costs. This sum shall be the responsibility of the THIRD PARTY of the registered SECOND PARTY.

7.1.4 There will be no refund of any amount

7.2.MODE OF PAYMENT - The payment of fees shall be effectuated by the THIRD PARTY through a cheque/Demand Draft drawn in favor of 'Ccentric Learning Edge Private Limited' as per the terms mentioned in the 7.1 clause of this agreement.

7.3.EFFECT OF NON-PAYMENT –

7.3.1. Failure to pay fees at registration: If the THIRD PARTY is unable to pay

the fees upon registration, the FIRST PARTY reserves the right to withhold registration for the SECOND PARTY in this training.

7.3.2. Failure to pay on the 1st day of the 2nd month: Should the THIRD

PARTY fail to remit the amount due on the 1st day of the 2nd month of the training, the FIRST PARTY will allow a grace period until the 5th day of the 2nd month for payment. If payment is not received within this grace period, the THIRD PARTY must submit an application to the FIRST PARTY stating the intended date of full payment, not exceeding the 15th day of the 2nd month. This application must specify the due amount for the 2nd month and be signed by the THIRD PARTY. Partial payments will not be accepted.

7.3.3. Consequences of failure to pay: If the THIRD PARTY fails to make the specified payment on the stated date in the application, the FIRST PARTY reserves the right to expel the SECOND PARTY from the training, prohibiting further participation. In such cases, fees paid at the time of registration will not be refunded to the second/THIRD PARTY, and the FIRST PARTY will not be liable for any such refunds.

7.3.4. Failure to pay remaining amount at receipt of offer letter: If the THIRD PARTY fails to pay the remaining amount due at the date of receipt of the offer letter, the FIRST PARTY retains the right to cancel the offer letter for the SECOND PARTY. Fees paid at the time of registration and for the 2nd month of the training, along with any other incurred charges, will not be refunded to the second/THIRD PARTY. The FIRST PARTY will not be

responsible for refunding any fees and charges incurred by the second/THIRD PARTY.

8. PLACEMENT PACKAGE –

8.1. Upon completion of the two months training period and successful completion of the qualifying examination, the SECOND PARTY shall be obliged to participate in an interview process conducted either at the premises of the Selected Company or through a Campus Selection Process arranged by Ccentric Learning Edge Pvt Ltd.

8.2. The SECOND PARTY shall be accorded a maximum of two attempts to successfully navigate the interview process as facilitated by the FIRST PARTY.

8.3. Upon successful clearance of the interview, the SECOND PARTY shall be placed in a city or town within the territory of India, chosen from a list of three preferred locations provided by the SECOND PARTY initially for 3 weeks of Internship (Food & Accommodation provided by company). Post 3 weeks Offer letter will be shared by company.

8.4. The SECOND PARTY, upon placement, shall be entitled to a salary package ranging from INR 4.5 Lakhs to INR 7.5 Lakhs CTC per annum, subject to variation based on performance evaluations in the qualifying examinations, interview, and overall performance.

8.5. It is incumbent upon the SECOND PARTY to render their services to the designated company for a minimum duration of three years from the date of placement. **8.6.** In the event of the SECOND PARTY's failure to attain success in either the qualifying examination or the interview, the FIRST PARTY shall bear no liability for the SECOND

PARTY's subsequent placement or any resultant inactions.

9. ACCOMODATION – The accommodation for the duration of Two Months shall be provided by the FIRST PARTY at the Premises as mentioned. The accommodation shall consist of the following facilities:

9.1.Premises:

9.1.1. The premises shall consist of single rooms allocated on a 3-person sharing basis.

9.1.2. Each room shall be equipped with 3 beds, 3 mattresses, 3 tables, 3 chairs, 3 cupboards (bedsheets, pillow covers, and dohars are not provided).

9.1.3. Attached to each room shall be a washroom containing essential fixtures including tap, toilet pot, and washbasin.

9.1.4. Additionally, each room shall be furnished with 1 roof fan and 1 cooler.

9.1.5. Common areas of the premises shall be equipped with CCTV cameras, Wi Fi, RO, chiller, lift, and dining area facilities.

9.2.Food:

9.2.1. Vegetarian meals shall be provided in the mess four times a day, comprising Breakfast, Lunch, Evening Snacks, and Dinner.

9.3.Laundry:

9.3.1. The FIRST PARTY shall facilitate laundry services twice a week, totaling eight sessions per month.

9.3.2. This service shall cover laundering of clothes, bed sheets, pillow covers, dohars, and towels. The SECOND PARTY may submit a maximum of 50 items for laundering per session.

9.4. Transportation:

9.4.1. The FIRST PARTY shall arrange bus transportation services for the SECOND PARTY, commuting from the premises to the Indo-German Tool Room, Sanwer Road, Indore (M.P) Training Centre in the morning and returning in the evening.

Notes:

Second party shall bear the expenses for any required medical facilities.

The rules and regulations governing the accommodation premises shall be adhered to by the SECOND PARTY.

Prohibitions include consumption of alcohol, consumption of outside food, use of tobacco, and any form of violent behavior.

The SECOND PARTY shall be held liable for any damages caused within the premises, including but not limited to:

(a) Destruction or defacement of walls, ceilings, or floors.

- (b) Damage to furniture, such as chairs, tables, desks, and cupboards.
- (c) Vandalism of common areas.
- (d) Breakage or malfunction of electronic appliances.
- (e) Destruction of doors, windows, or locks.
- (f) Damage to plumbing fixtures.
- (g) Fire damage resulting from negligence or misconduct.
- (h) Destruction or burning of soft furnishings.
- (i) Any other damages arising from intentional or reckless behavior of the SECOND PARTY

10. TRAINING RIGHTS AND DUTIES OF THE FIRST PARTY - The FIRST PARTY

shall have the following rights:

- 10.1.** They reserve the right to identify the area of interest depending upon the performance of the SECOND PARTY during the sessions.
- 10.2.** They shall conduct the examinations as they deem fit and when they deem fit to evaluate as well as to uplift the SECOND PARTY.
- 10.3.** SECOND PARTY shall be provided with a certificate of this program as per qualifying the examination, mentioned in clause 6.
- 10.4.** They shall always act in favor of the SECOND PARTY's education and their benefit.

10.5. They shall provide the accommodation services as mentioned in this agreement

10.6. They shall be available at all times via electronic communication in case of need.

10.7. They reserve the right to legal remedy in case of breach of agreement.

11. DUTIES AND OBLIGATIONS OF THE SECOND PARTY– The SECOND PARTY

shall have the following duties and obligations:

11.1. He /She shall be in decorum at all times.

11.2. He /She shall abide by all rules and regulations stated in the agreement as well as posted in the premises at present or in the near future. Also, rules are attached with this agreement if any.

11.3. He /She shall work to the best of his ability in the Training.

11.4. He /She will attend classes and grab the opportunity provided to them. **11.5.**

He/ She shall be required to fulfil a 96% attendance requirement, which is mandatory as per this agreement.

11.6. He /She cannot leave the premises without any prior pass approved by the Principal of the Premises.

11.7. He /She shall be obligatory to keep the accommodation clean and in good condition.

11.8. He /She shall comply with all arrangements negotiated for their placement and to do his/her best to make the placement a success.

12. RESPONSIBILITY/OBLIGATIONS OF THE THIRD PARTY – The THIRD PARTY

shall be obligatory to the following:

- 12.1.** They shall be responsible for the act of the SECOND PARTY, as they are the parents/ Guardian of the party.
- 12.2.** They shall be responsible on behalf of the SECOND PARTY in every aspect of this agreement.
- 12.3.** They shall be responsible on behalf of the SECOND PARTY in case any breach arises.
- 12.4.** They shall be bound to indemnify the FIRST PARTY in case SECOND PARTY is Unable to do so.

13. FORCE MAJURE – For purposes of this clause, “Force Majeure” means an event beyond the control of the FIRST PARTY. Whereas there is no negligence by any other party to this agreement.

13.1. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects: **13.1.1.** Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including

- a.** Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
- b.** Explosion or chemical contamination (other than resulting from an act of war);
- c.** Epidemic such as plague.
- d.** Any event or circumstance of a nature analogous to any of the foregoing.

13.1.2. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:

- a.** Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
- b.** Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature.
- c.** Any event or circumstance of a nature analogous to any of the foregoing.

14. BREACH OF AGREEMENT –The failure of SECOND PARTY to comply with any of the provisions, Rights and duties, obligations, covenants or conditions of this agreement shall be a material breach of this Contract.

15.1In such event the breaching party shall compensate the breached party by paying the entire remaining fee.

15.2The remaining fee is for the losses suffered and shall be read as the same in this agreement.

15. INDEMNITY – Both the parties that is, FIRST PARTY and SECOND PARTY shall indemnify each other as mentioned herein.

15.1. The Indemnifying Party undertakes to indemnify and hold harmless the

Indemnified Party from and against all losses, claims or damages arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to:

15.1.1. The Indemnifying Party's breach or non-performance of any of the Indemnifying Party's undertakings, warranties, covenants, declarations, or obligations under this Agreement.

15.1.2. The Indemnifying Party's payments not made due to negligence of wilful conduct, will be compensated by the other parties.

16. LIMITATION OF LIABILITY – Except for liability arising from a party's gross negligence, wilful misconduct, indemnification obligations or a breach of confidentiality obligations:

In no event will either party be liable for any claim for any indirect, wilful, punitive, incidental, exemplary, special or consequential damages, for loss on any other party, who is not a part of this agreement, or loss or inaccuracy of data of any kind, whether based on contract, tort or any other legal theory, even if such party has been advised of the possibility of such damages.

17. APPLICABLE LAW – This agreement shall be governed by the Indian Contract Act, 1872 and any other laws applicable in India.

18. ARBITRATION – Any dispute, or claim arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

18.1. The arbitration shall be conducted by a panel of three arbitrators, with each party appointing one arbitrator, and the two party-appointed arbitrators subsequently appointing a principal arbitrator within 30 days. The seat, or legal place, of arbitration shall be Indore (M.P.), and the language of the arbitration shall be in English language.

18.2. Where a party fails to appoint an arbitrator in accordance with the third arbitrator with the within thirty days from the date of receipts of a request to do so from the other party or two appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, the appointment shall be made, upon a request of a party, by the Chief Justice of the High Court or any person or institution designated by him.

18.3. The arbitral tribunal shall have the authority to conduct the arbitration proceedings in any manner it deems appropriate, provided that the parties are treated with equality and given a fair opportunity to present their respective cases.

18.4. All the costs arising from the arbitration proceedings (including the arbitrator's fee and court reporter's fee), shall be equally split among the parties unless the arbitrator's award specifies otherwise.

18.5. The award of the arbitral tribunal shall be final and binding upon both parties

19. JURISDICTION - This Agreement is subject to exclusive jurisdiction of the Courts at Indore Jurisdiction to the exclusion of all other Courts and shall be governed by the laws of India.

20. ACCLAIMATION – The SECOND PARTY is the Trainee and the THIRD PARTY being his/ her guardian of the SECOND PARTY and hence being satisfied with the said opportunity of Industrial Training Program and Placement of the Trainee in the Manufacturing Engineering Industries sector, willingly enters into this Agreement as the Guarantor of the SECOND PARTY has understood he above-mentioned clause as stated.

IN THE WITNESS WHEREOF, this agreement is mutually acknowledged and signed by the Parties as follows”

FIRST PARTY SECOND PARTY Name – _____ Name –
_____ Designation Student/ Trainee

THIRD PARTY:

Name _____

Relationship: Father/ Guardian

Witness 1 – Witness 2 –

Name: _____ **Name:** _____ **Address:**

_____ **Address:** _____

_____ **Aadhar No.**

_____ **Aadhar No.** _____ **Mobile No.**

_____ **Mobile No.** _____