

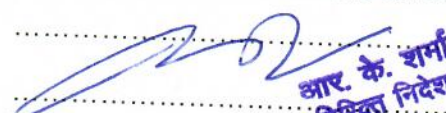



राजस्थान RAJASTHAN

Agreement

P 465298

1. DETAILS AND ACCEPTANCE

<p>RISL, Jaipur</p> <p>Address for notices</p> <p>Acceptance</p> <p>Signature</p> <p>Name</p> <p>Title</p>	<p>Date of Execution: <u>21-05</u>, 2021</p> <p>RajCOMP Info Services Limited, Government of Rajasthan, Jaipur (RISL)</p> <p>New IT Building, Yojana Bhawan, Tilak Marg, C Scheme, Jaipur</p> <p>RISL agrees to the conditions of this agreement.</p> <p></p> <p>आर. के. शर्मा अतिरिक्त निदेशक</p> <p>For & on behalf of Chairman and Managing Director, RISL, Jaipur</p>
<p>Utkarsh Classes & Edutech Pvt. Ltd.</p> <p>Address for notices:</p> <p>Acceptance</p> <p>Signature</p> <p>Name</p> <p>Title</p>	<p>Utkarsh Classes & Edutech Pvt. Ltd., Jodhpur, Rajasthan</p> <p>Nehal Tower, City Shopping Centre, Krishi Mandi Road, Saraswati Nagar, Jodhpur, Raj-342005</p> <p>Utkarsh Classes agrees to the conditions of this Agreement.</p> <p>For Utkarsh Classes & Edutech Pvt. Ltd.</p> <p></p> <p>Director / Auth. Signatory</p> <p>Nirmal Gehlot</p> <p>Founder & CEO</p>

This Agreement is signed on the 27th day of May 2021 between RajCOMP Info Services Limited, Jaipur a company incorporated under the provisions of Company Act, 1956 & having its registered office at New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Utkarsh Classes & Edutech Pvt. Ltd., Jodhpur.

2. DEFINITIONS

Item	Definition
B2C Service	Service offered/sold by private business to the public
E-Commerce Services	E-Learning courses of Utkarsh Classes
DeGS	Society formed under instructions of DoIT&C at district level with District Collector as Chairman for implementing e-Governance projects in the district i.e. e-Mitra Society
DoIT&C	Department of Information Technology & Communication, Government of Rajasthan
GST	Goods & Service Tax
LSP	Local Service providers appointed by RISL under the e-Mitra Project
Kiosk holder	Internet kiosk holder appointed by LSP and certified by DeGS/RISL under the e-Mitra Project.
Payment Aggregators	Service Providers such as BILLDESK, PAYU etc. that are integrated with e-Mitra / Rajasthan Payment Platform for payment gateway services.
RISL	RajCOMP Info Services Ltd.
RPP	Rajasthan Payment Platform - RISL has developed the Rajasthan Payment Platform (RPP) - a common platform to be utilized by all Government Departments / Institutions / Corporations / Universities etc. for facilitating its users/citizens for making payment against services offered on their website/application.
UPI	Unified Payments Interface.
Utkarsh Classes/ Utkarsh	Utkarsh Classes & Edutech Private Limited

3. PREAMBLE

- 3.1 Department of IT & Communication (DoIT&C), through RajCOMP Info Services Ltd. (RISL), in collaboration with District e-Mitra Societies (DeGS), is running e-Mitra project. E-Mitra project is an integrated IT enabled platform for delivery of various services and information to rural and urban masses under single roof by setting up of kiosks at various locations in all districts across Rajasthan with the objective of ushering in e-Governance in the State.
- 3.2 e-Mitra Project is being implemented on a 3-tier model. The first level is that of DoIT&C/RISL. At the second level, there are LSPs selected through open tendering process by RISL & at the third level are the kiosk holders selected by LSP with whom they have signed MoU / Agreement.
- 3.3 RajCOMP Info Services Limited (RISL) is the executive agency under the e-Mitra project on behalf of the Government of Rajasthan.
- 3.4 District e-Governance Societies (DeGS) are Societies formed in all districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra in the respective districts. The DeGS is responsible for the day to day monitoring and management of the project at district level.


आर. के. शर्मा
 कतिपित्त निदेशक

For Utkarsh Classes & Edutech Pvt. Ltd.

 Director / Auth. Signatory

- 3.5 The mechanism of service delivery consists of a Back Office and a Front Office. The Back Office contains infrastructure and application required to enable the system while Front Office hooks on to the back office and provide interface between citizen and government. Front Office management is carried out through Local Service Providers.

4. SERVICES

4.1 Utkarsh Classes & Edutech Pvt. Ltd., Jodhpur has taken the initiative to provide its e-Learning courses through the e-Mitra platform. Utkarsh Classes is a leading EdTech company, presently providing 150+ online learning courses for various central & state government recruitment exams, all-India competitive exams like IIT-JEE & NEET and for school education. Utkarsh's mission is to provide quality & affordable education to each & every household in the country. At present, over 15 million students are learning from Utkarsh through its mobile application, YouTube channels and other social media platforms. The majority of these students come from a rural background. Utkarsh is providing its e-commerce services to such students at a very affordable price. The process of service delivery is below:

4.1.1

The kiosk holder will have to follow the steps mentioned below for selling the desired online course of Utkarsh Classes to any student. E-Mitra kiosk will login into e-Mitra portal using his / her credentials and select Utkarsh Classes Courses under the services.

1. The student will re-verify & revalidate the details filled by kiosk on the -Mitra portal and confirm the kiosk holder for final submission to purchase the desired online course. Kiosk holder will submit the request after confirmation from applicant.
2. Once the request is submitted by kiosk after confirmation from the student, no changes or corrections can be made at the end of kiosk.
3. Kiosk will give him the unique transaction id (mentioned on the receipt generated through e-Mitra portal) and collect the listed price of the course from the student for the subscription of the online course. (price inclusive of GST)
4. Necessary rate chart must be displayed by Kiosks for such purpose

4.1.2 Deposition of fees at e-Mitra kiosk-

Student will pay the price for the selected course at the kiosk.

1. Kiosk will give him the unique transaction id (mentioned on the receipt generated through e-Mitra portal) and collect the course fees, reflected on the portal, from the student.
2. The kiosk will only collect the fees reflected on the portal from the student and will not collect any other amount from the student for providing e-Mitra services.
3. The below rates will be charged as e-Mitra service charges from the Utkarsh Classes for availing service of making payment. These charges are included in the listed price of the course.

S. No.	Name of the Service	e-Mitra Service Charges*	Remarks
1.	Collection of fees for online learning course of Utkarsh Classes at e-Mitra kiosk.	10% of the course price for fee ranging from Rs 100 to Rs 1000 For courses with prices above Rs 1000, Rs 100 for course price of Rs 1000 plus Rs 10 on every thousand rupees increase in course price value	The service charge are exclusive of GST.

4.2 This agreement will not restrict the rights of any or all the parties to request for changes in the relationship during the tenure of this agreement, which is agreeable to all the parties.

4.3 Both parties also agree to modify the scope of work, terms & conditions and arrangement with mutual consent.

5. GENERAL CONDITIONS

5.1 ROLE AND RESPONSIBILITIES OF RISL

- 5.1.1 RISL will coordinate, facilitate and spread awareness for the services/online learning courses of Utkarsh Classes.
- 5.1.2 RISL shall ensure the availability of latest and updated details of e-Mitra kiosks functioning in Rajasthan on e-Mitra portal.
- 5.1.3 Kiosk holder will generate receipt for payment for subscription of the desired online course and payment of fee on e-Mitra portal and give the same to the student.
- 5.1.4 RISL shall be responsible for the smooth & unhampered functioning of e-Mitra portal during the period of this agreement.
- 5.1.5 RISL shall not be liable to Utkarsh Classes for any type of loss or damage arising out of use of Utkarsh's e-commerce portal integrated with e-Mitra.
- 5.1.6 Online reports regarding transactions / payments will be available to Utkarsh Classes on reportsemitraapp@rajasthan.gov.in.
- 5.1.7 In case of deficiency in the services, RISL shall be liable for all kinds of loss or damage, if any, arising out of use of e-Mitra portal during the period of this agreement.


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For Utkarsh Classes & Edutech Pvt. Ltd.


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5.2 For subscription of any online course and making payment of fee at kiosk:

The student shall be charged fee as per the fee details provided by Utkarsh Classes, which includes the service charges mentioned at clause 6.1, as applicable.

1. RISL shall retain their specified share of the transaction/service charges as per clause 6.1 and transfer the rest fee amount as prescribed by Utkarsh Classes & Edutech's to the Utkarsh's bank account as mentioned below within T+7 RISL working days, where T is the transaction date.
2. The detail of aforesaid Utkarsh's bank account for transferring actual fees amount is as under: -

Account No.	24970200000566
Bank Name	BANK OF BARODA
Branch Name	CHANDPOLE ,JODHPUR
Beneficiary Name	Utkarsh Classes & Edutech Pvt Ltd
IFSCCode	BARB0JODCHA

5.3 It is obligatory on the part of LSP to ensure the smooth and efficient working and also to control the activities of kiosk holders. If at any stage the kiosk holder of the LSP indulges in any fraudulent activity like (but not restricted to) collection of excess charges etc., then the RISL shall be liable for taking instant legal action against the kiosk holder/LSP, if found guilty.

5.4 Role and Responsibilities of Utkarsh Classes & Edutech Pvt. Ltd., Jodhpur

5.4.1 Manpower Resources: - Utkarsh Classes shall nominate a nodal officer for the purpose of interaction with RISL and DeGS/LSP/e-Mitra, so that there will be a single point of contact. Similarly, RISL shall also nominate a nodal officer for the purpose of interaction with Utkarsh Classes for above services.

Nodal Officer from e-Mitra:

Name: Sh. R K Sharma
Designation: Additional Director- OIC e-Mitra, DoIT&C
Mobile Number: 9413387309
Email-id: rksharma@rajasthan.gov.in


आर. के. शर्मा
अतिरिक्त निदेशक

Nodal Officer from Utkarsh Classes & Edutech Pvt. Ltd., Jodhpur:

Name: Sh. Saurabh Jain
Designation: IT-Project Manager

For Utkarsh Classes & Edutech Pvt. Ltd.

Director / Auth. Signatory

Mobile Number: +91-9509718791

Email Id: projectmanager@utkarsh.com

- 5.4.2 Details of various fees to be charged from the student will be provided by Utkarsh Classes
- 5.4.3 Utkarsh Classes will make necessary arrangements in its portal to take care of last date of delivery of above services.
- 5.4.4 Access to relevant information: - Utkarsh Classes shall make available relevant static information and copies of Rules / Circulars in soft or hard copies from time to time to RISL. Utkarsh Classes shall be responsible for ensuring that the public gets only the latest information on delivery of above services.
- 5.4.5 For any refund related queries, the policies of Utkarsh Classes for refund related issues will be final. Utkarsh Classes will initiate the request for refund to RISL, refund for which, will be processed by RISL. Utkarsh classes will provide the cancellation API to cancel such transactions.

6. Service Charges

6.1 RISL service charges:

S. No.	Name of the Service	e-Mitra Service Charges*	Remarks
1.	Collection of fees for online learning course of Utkarsh Classes at e-Mitra kiosk.	10% of the course price for fee ranging from Rs 100 to Rs 1000 For courses with prices above Rs 1000, Rs 100 for course price of Rs 1000 plus Rs 10 on every thousand rupees increase in course price value	These charges are exclusive of GST and will be paid by Utkarsh Classes.

6.2 No additional charges will be taken from the applicant beyond prescribed rate.

6.3 No charges under this agreement and as also towards any other incidental expenses, stationery, etc. shall be borne by Utkarsh Classes and entrustment of the work to RISL under this agreement shall constitute full and adequate consideration for all the parties of this agreement and also for all concerned.

7. Indemnity

7.1 Utkarsh Classes shall not be responsible for any claim/damage awarded for the deficiency in service attributable to any act of omission/fraud/theft/missing etc. committed by the staff of kiosks holders set up by LSP either willfully or by negligence or whatsoever.


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8. Publicity

- 8.1 Utkarsh Classes and RISL would also ensure necessary publicity on Utkarsh Classes portal /e-Mitra portal and the kiosks running in the State.

9. ARBITRATION


- 9.1 Any dispute arising between the parties under or in connection with this agreement, shall be referred under the Arbitration & Conciliation Act, 1996 to sole Arbitrator Special Secretary, IT&C, Govt. of Rajasthan; and its decision shall be treated as final and binding upon the parties hereto.

10. Duration

This agreement shall be effective till rescinded by both the parties with mutual consent.

WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

Signed for
Ltd.
RISL


आर. के. शर्मा
निदेशक
On behalf of CMD, RISL

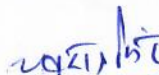

Signed for Utkarsh Classes & Edutech Pvt.

JODHPUR Utkarsh Classes & Edutech Pvt. Ltd.



Director / Auth. Signatory

Nirmal Gehlot
Founder & CEO, Utkarsh Classes

In the presence of witness

1. 
डॉ० युवराज सिंह गुर्जर
सिस्टम एनालिस्ट (संयुक्त निदेशक)
सूचना प्रौद्योगिकी एवं संचार विभाग
2. 
पुष्पा प्रसाद गुप्ता
सिस्टम-कम-प्रोग्रामर
(एम निदेशक)

In the presence of witness

- 
1. KAPIL, Saarsagar, Jodhpur

2. NILESH Bhati, Mandore Jodhpur