

Sl. No. of the Agreement.....



**Agreement with
Village Level Entrepreneur for running
SAHAJ Common Services Center**

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Name of the District	
Kiosk (CSC) Code	
Name of the VLE	
Sex (Male / Female)	
Address of the VLE	
Village / Gram Panchayat Name	
Block Name	
District Name	
Zone Number	
Pin Code	
Contact Number (With Area Code)	

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

**Agreement with Village Level Entrepreneur for running Common Services Center under
National e-Governance Plan**

THIS AGREEMENT ("**Agreement**") made on this ____day of _____20____ at Kolkata

BETWEEN

SREI SAHAJ E-VILLAGE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at " VISWAKARMA ", 86C, Topsia Road (South), Kolkata 700 046, operational office at "Mirania Gardens" Plot No 43, 10/B, Topsia Road (E) Kolkata - 700046 and its corporate office at Room No. 12 and 13, 6A Kiran Shankar Roy Road, Kolkata 700001, (hereinafter referred to as the "**SAHAJ**" which expression shall unless excluded by, or repugnant to the context include its successors and assigns) of the ONE PART

AND

The **VILLAGE LEVEL ENTREPRENEUR** (hereinafter referred to as "**the VLE**") of the SECOND PART. "VLE" means the individual identified and retained by the SCA as a franchisee in any other legal and contractual capacity for the day-to-day management, operations and maintenance of the CSCs so as to provide services to the customers.

SAHAJ and VLE are sometimes individually referred to as a "Party" and collectively as "Parties."

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

APPOINTMENT OF VLE:

Shri/Smt./Ms.....is hereby appointed as VLE for SAHAJ E-Village Limited for setting up a SAHAJ Tathya Mitra Kendra invillage (Gram Panchayat) of.....Block ofDistrict ofState by SAHAJ subject to the terms & conditions contained hereinafter.

It is understood and agreed between the parties that this agreement is not an appointment as an "Employee" of SREI SAHAJ E-Village Limited" and the VLEs shall never claim himself/herself as an employee of SREI SAHAJ E-Village Limited.

WHEREAS

1. Government of West Bengal (hereinafter referred to as "GoWB) had invited proposals inter alia from Companies, Joint Ventures, Consortiums and Trusts to select Service Centre Agencies (SCA) for establishing Common Services Centers (CSC's) across the State of West Bengal through a transparent process in accordance with the requirements defined in the Request for Proposal (hereinafter referred to as "RFP") issued by the GoWB, for this purpose.

2. SREI Infrastructure Finance Limited inter alia, had quoted for the establishment of the "Tathya Mitra Centres" under the Common Services Center (CSC) Project of the Government of West Bengal under the National E-Governance Plan (NeGP) and the same has been accepted by the Government of West Bengal. SREI Infrastructure Finance Limited has

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nominated SREI SAHAJ E-Village Limited as the "Agency" to implement the project.

3. Whereas SAHAJ, as the Service Center Agency ("SCA"), shall have to develop, design, build, rollout, establish, manage, operate and maintain the SAHAJ Tathya Mitra Centres at 14 districts of West Bengal namely Darjeeling, Jalpaiguri, Cooch Behar, Uttar Dinajpur, Dakshin Dinajpur, Malda, Murshidabad, Nadia, 24 Parganas (South), Howrah, Hooghly, Bankura East Midnapur and Birbhum for the delivery of services to the customers in accordance with the provisions of the Master Service Agreement dated April 5th, 2007 ("MSA") , entered into by and between GoWB, West Bengal State Rural Development Agency ("SDA") and SAHAJ on Build, Own and Operate (BOO) basis.(hereinafter referred to as the "Project").

4. Whereas SAHAJ, as the Service Center Agency ("SCA"), shall have to develop, design, build, rollout, establish, manage, operate and maintain the SAHAJ Tathya Mitra Centres at four other districts of West Bengal as per the Master Service Agreement dated 28.07.2009 signed with the government of West Bengal in the following areas: Zone – IV (North 24 Paraganas & Paschim Medinipur) & Zone - V (Burdwan & Purulia) along with West Bengal State Rural Development Agency ("SDA") and SAHAJ on Build, Own and Operate (BOO) basis.(hereinafter referred to as the "Project"). The terms and conditions by and between the VLEs of Zone IV and Zone V who have migrated to SAHAJ from Reliance shall be irrespective of any terms and conditions they have had with Reliance. SAHAJ is not liable or responsible for the agreement of such VLEs with Reliance.

5. The Village Level Entrepreneur ("VLE") has represented to SAHAJ that VLE has the requisite skill, knowledge, experiences, expertise,

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infrastructure, willingness and capability to deliver and perform its roles/ obligations/ duties/ functions in terms of this Agreement.

6. Relying on the representation and at the request of the VLE, SAHAJ has selected, on the basis of an open invitation, the VLE for carrying out the Services for good and valuable consideration, on the terms and subject to the conditions contained in this Agreement.

7. Now the Parties have agreed to enter into this Agreement in order to incorporate, inter alia, the rights, duties, responsibilities and obligations.

NOW THEREFORE in consideration of the mutual premises herein contained and other good and valuable consideration, SAHAJ and VLE hereby agree as follows:

ARTICLE I
DEFINITION AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meaning as set out against them:

"Agreement" with its grammatical variations and cognate expressions means this agreement together with its Schedules and Annexure as from time to time amended, supplemented or replaced or otherwise modified and any document which amends, supplements, replaces or otherwise modifies or novates this Agreement, with the consent of both the parties, specifically in writing and signed by the authorised representatives of the Parties in accordance with the provisions contained in this behalf hereunder;

"Assets" means physical & movable assets, as defined elsewhere supplied by SREI SAHAJ E- Village Limited to the VLE on payment

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of Rs. 1,20,000 (Rupees One Lakh Twenty Thousand Only) or as may be decided by SAHAJ E-Village Limited for carrying this the business of SAHAJ Tathya Mitra Kendras. This may include assets to be supplied by SAHAJ over period of time. On any additional cost to be paid by the VLE as determined by SAHAJ subject to the approval and consent by the SDA. This paragraph has to be read in conformity with the document in Annexure "A" which defines the commercial terms and conditions with the VLEs of Zone IV and Zone V. Such terms and conditions shall be only over and above the asset facilities as provided herein in the prescribed format as mentioned in the annexure. However other terms and conditions as mentioned herein by way of this agreement shall be applicable to the said VLEs and be changeable from time to time as per the discretion of SAHAJ.

"Government Services or G2C services" means services that are offered by GoWB/GOI/or any of their departments and agencies, through the CSCs, as decided between the State Designated Agency (West Bengal State Rural Development Agency) and SREI SAHAJ E-Village Limited

"B2C Services" means Business to Consumer services, or all non-Government Services offered through the CSCs to the Citizens.

"B2B Services" means all Business-to-Business services offered through the CSCs;

"Common Services Center(s) or CSC(s)" means the ICT enabled access points to be established by the SCA as per the specifications and requirements set forth.

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These Common Services Center (CSCs) will become Hub or Community Centers for the delivering point for all e-governance and other services to the rural people.

Information services and products range from e-governance services, information services, utility services, payments, deposits, insurance other financial services and a host of e-information e-learning facilities and other products/services as may be decided by SAHAJ from time to time will be delivered through these CSCs. Each CSCs is positioned at ratio of one CSC for every six villages

A CSC in a village is completely operated by the Village Level Entrepreneur (VLE) and will be monitored by the Regional Control Centre (RCC) and Central Control centre (CCC). The idea is to develop a platform that can enable Government, private and social sector organizations to integrate their social and commercial goals for the benefit of rural populations in the remotest corners of the country through a combination of IT as well as non-IT services.

“Confidential Information” means all information including Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this MSA);

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“Customers” means all citizens and users who use the CSCs;

“Intellectual Property” means

(a) all inventions (whether patentable or un patentable and whether or not related to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof;

(b) all trademarks, service marks, logos, trade names and corporate names, together with all transactions, adaptations, deprivations and combinations thereof, including all goodwill associated therewith and all applications, registrations and renewals in connection therewith:

(c) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith;

(d) all mask works and all applications, registrations and renewals in connection therewith.

(e) all computer software (including data and rotated documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications:

(f) all other proprietary rights of whatsoever description whether or not protected and whether or not capable of protection, and

(g) all copies and tangible embodiments thereof regardless of form and medium.

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"Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by either Party or granted by third parties to a Party hereto prior to the execution of this MSA;

"VLE" means the individual identified and retained by the SCA as a franchisee or in any other legal and contractual capacity for the day-to-day management, operations and maintenance of the CSCs so as to provide services to the customers. It also includes person(s) hired or contracted or employed by him or purporting to act on his behalf, who would require to fulfill all the necessary requisite conditions as laid down by SAHAJ.

"Replacement VLE" means any third party that SAHAJ may appoint to replace the existing VLE upon expiry of the term or prior termination of this Agreement subject to non-compliance of the terms & conditions laid down by SREI SAHAJ E-Village Limited. The VLE shall comply with all the terms and conditions of SAHAJ which are subject to change from time to time.

"Service Level(s)" means the performance criteria, which will apply, to the services to be delivered through the CSCs;

"Services" means the content and services delivered and to be delivered to the customers by the VLE through the CSCs, set up, managed and operated by the VLE as proposed by SAHAJ E-Village Limited

"Users" means the citizens, businesses, GoWB including its departments, service providers, technology vendors, corporations

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and agencies and their employees, as the context admits or requires;

1.2 INTERPRETATION

All references in this Agreement to the statutory provisions shall be construed as meaning and including references to:

- a) Any statutory modification, consolidation or re-enactment (whether before or after this Agreement) for the time being in force;
- b) All statutory instruments or orders made pursuant to a statutory provision;
- c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

1.3 In this Agreement, unless the context otherwise requires:

- i) The singular includes the plural and vice versa;
- ii) Headings and the use of bold typeface shall be ignored in its construction;
- iii) A reference to a Section or Article or Schedule is, unless indicated to the contrary, a reference to a section/article in, or schedule to, this Agreement;
- iv) References to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- v) The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- vi) References to the word "includes" or "including" are to be construed without limitation;

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- vii) References to a Party or a Person shall include their respective successors, assignees or transferees (to the extent assignment or transfer is permitted under the relevant agreement);
- viii) All references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- ix) The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular section in which such word may be used;
- x) Words importing a particular gender shall include all genders;
- xi) All references to "person" include any individual, partnership firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association;
- xii) References to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- xiii) All references to "month" shall mean English calendar month.
- xiv) Unless otherwise specified, the currency of money shall be Indian Rupee;
- xv) Where there is any inconsistency between the recitals and any section of this Agreement, then for the purpose of construing such recital or section, the provision of such section will prevail;
- xvi) Any reference in this Agreement of any English Legal term for any action, remedy, method or form of judicial proceeding or legal document, court or any other legal concept or matter shall be deemed to include a reference to the corresponding or most similar legal term in any jurisdiction other than England to the extent that such jurisdiction is relevant to the transaction contemplated by this Agreement or the terms of this Agreement.

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Article II

Representations and Warranties

The VLE hereby undertakes, affirms, represents, warrants and agrees that:

1. The VLE is in good standing under the laws of the VLE's incorporation (in case the VLE is not a natural (Person) or in the jurisdiction in which the VLE is a resident and / or does business and that the VLE has full authority to enter into this Agreement and to perform all the obligations hereunder according to the terms hereof.

2. The VLE has obtained all regulatory approvals / licenses to perform the Services covered by this Agreement and shall keep the same valid through out the currency of this Agreement and shall bring to the notice of SAHAJ any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto; the VLE shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this Agreement.

3. The VLE shall take, and has appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data pertaining to SAHAJ, any other third party in relation to this Agreement or the Services and shall take appropriate precautions not to breach the privacy of SAHAJ, or any third party during the course of performance of its obligations herein.

4. The VLE has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof; and this Agreement has been duly authorized, has been duly and validly executed and delivered, and is legal, valid, and binding obligation of the

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VLE, enforceable in accordance with the terms hereof; and the persons executing this Agreement on behalf of the VLE are duly empowered and authorised to execute this Agreement and to perform all its obligations in accordance with the terms herein. The VLE will forthwith furnish satisfactory evidence of the above upon request.

5. No consent, approval, authorization, order, registration or qualification of, or with, any court or regulatory authority or other governmental body having jurisdiction over the VLE, the absence of which would adversely affect the legal and valid execution, delivery and performance of this Agreement or the documents and instruments contemplated hereby, is required.

6. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any central, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, or by which the VLE or any of the property of the VLE is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

7. The VLE shall provide such suitably qualified, experienced and competent personnel as may be required for the performance of the Services. If so requested by SAHAJ, the VLE shall provide evidence of the previous experience, qualifications and competence of any personnel engaged in the performance of the Services; the VLE shall ensure that it has properly

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trained personnel to handle the Customers and shall convey the correct terms and conditions of the products of SREI.

8. The VLE shall withdraw or not permit any of the VLE's personnel from providing the Services if,

- (i) The quality of service rendered by the personnel is not in accordance with the quality specifications stipulated by SAHAJ.
- (ii) It is not in the interest of SAHAJ that such personnel of the VLE continue to be involved in the provision of Services.

9. The VLE shall, subject to the terms of this Agreement, be responsible for the selection, hiring, assigning and supervising of the personnel and shall employ sufficient number of personnel to provide the Services in a prompt and efficient manner.

10. The VLE agrees that the personnel shall work under the supervision, control and direction of the VLE. The VLE shall be solely responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

11. All employees / personnel, executives engaged by the VLE shall be in sole employment of the VLE and the VLE shall be solely responsible for their salaries, wages, statutory payments, etc. Under no circumstances shall SREI SAHAJ be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the VLE.

12. The VLE shall be responsible for all negotiations with its personnel relating to salaries, benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. The VLE shall

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furnish such records and information as may be required by SAHAJ in relation to the above and at such periodicity as may be specified by SAHAJ.

13. The VLE warrants that there are no criminal proceedings instituted against the VLE. The VLE shall verify the antecedents of the personnel it desires to engage for provision of Services hereunder and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.

14. The VLE shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the Services and resultant disciplinary actions in case of breach of code of conduct by them during the course of their engagement for provision of Services.

15. The VLE shall not exercise any lien or right of set off or appropriation on any of the assets, properties, documents, instruments or material belonging to SAHAJ on whose behalf the VLE shall be appointed and in the custody of the VLE for any amount due or claimed to be due by the VLE from SAHAJ.

16. The VLE shall regularly provide updates to SAHAJ with respect to the provision of the Services and shall meet with the officials designated by SAHAJ to discuss and review the performance of the VLE at such intervals as may be agreed between the Parties.

17. The VLE shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant country/ jurisdiction of its operation in respect of its personnel (including but not limited to Minimum

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Wages Act, Provident Fund laws, Workmen's Compensation Act and such other laws of the Country/ jurisdiction) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

18. The VLE shall not violate any proprietary and intellectual property rights of any third party or SAHAJ Business partners or other SAHAJ Franchisors like himself, including without limitation, confidential relationships, patent, trade secrets, copyright, Marketing plans & Strategies etc. and any other proprietary rights.

19. The personnel of the VLE shall continue to be the personnel of the VLE and work under its directions and shall not become or claim any employment from SAHAJ / or any customer of SAHAJ on whose behalf the VLE is appointed by SAHAJ, by virtue of providing the Services, irrespective of the location of their work.

20. No officer of SAHAJ, director, employee or immediate family member thereof has received or will be induced to receive anything of value of any kind from the VLE or its personnel in connection with this Agreement; and that none of them has a business relationship of any kind with the VLE or its personnel.

21. The VLE shall take all necessary steps to comply with the provisions of applicable laws in relation to the transactions contemplated under this Agreement prescribed by any law or authority or association, all applicable laws, extent policies and guidelines specified by SAHAJ or any authorities, from time to time, and shall provide all information and records of the transactions to SAHAJ as and when required by SAHAJ.

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22. The VLE shall verify the identity and address of all its personnel including other verification where required by collecting documentary proof satisfactory to SAHAJ and shall furnish the same to SAHAJ as and when required by SAHAJ

23. SAHAJ shall be entitled to appoint another person as Replacement VLE to provide the Services in the event the performance of the Services by the VLE are interrupted for any reasons whatsoever. The VLE shall adhere to fair practice in performance of the Services.

24. The VLE shall segregate and keep separately all information, documents and records pertaining to the Services, SAHAJ, as also hold the same in trust for SAHAJ and its customers for the duration of the project.

25. SAHAJ shall be entitled to review and monitor the security practices and control processes of the VLE on a regular basis and require the VLE to disclose security breaches.

26. The VLE shall immediately notify SAHAJ of any breach of security and leakage of confidential customer related information. In such eventualities, the VLE shall be liable for all damages and costs arising thereof.

27. The VLE shall not resort to intimidation or harassment of any kind either verbal or physical against any person in the process of collection of any money in relation to payments made to it by the Customers, including acts intended to humiliate publicly or intrude the privacy of the family members, referees or friends of the Customers, make threatening and anonymous calls or make false and misleading representations. VLE shall bear all damages and costs in relation to all such actions and shall keep SAHAJ indemnified.

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28. The VLE authorizes SAHAJ to exchange, share or part with all the information and data relating to the customers sourced by the VLE and/or the transactions contemplated under this Agreement with other banks / financial institutions / credit bureaus / agencies / statutory bodies / Affiliates of SAHAJ as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold SAHAJ and other relevant persons liable for use of this information.

29. SAHAJ shall be entitled to conduct audits, on the VLE whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the VLE in conjunction with the Services performed for SAHAJ.

30. SAHAJ shall be entitled to access the records of the VLE in relation to the transactions contemplated in this Agreement as also access all the documents, records or transactions and other necessary information given to, stored or processed by the VLE within a reasonable time. The VLE shall provide unfettered access / shall ensure unfettered access to information by SAHAJ. The VLE agrees that in the event of failure by the VLE to provide the information as stated above within a reasonable period, the VLE shall make reimbursement to SAHAJ all amounts in respect of the supervisory fees which SAHAJ would have paid / is required to pay to any authority.

31. SAHAJ shall at all times during the tenure of this Agreement, be entitled to monitor and assess the performance of the Services by the VLE.

32. The rights available to SAHAJ under this Agreement may be exercised by SAHAJ either by itself or through such other person/s as it may nominate / designate / specify from time to time.

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SAHAJ'S RIGHT TO AMEND THE AGREEMENT.

Notwithstanding anything contained to the contrary, SAHAJ reserves the right to modify, change, amend, delete, etc. this Agreement from time to time in the interest of SAHAJ model of business, and such modification, change, amendment or deletion brought about by written communication to the SAHAJ VLE shall constitute part of this Agreement. Non-compliance of any clauses put down by SAHAJ shall give the right to SAHAJ the right to terminate this Agreement at its option. Non-termination shall not be deemed to be waiver of its right by SAHAJ.

Article III

Nature of Contract

3.1 *Area of operation of the VLE:* - The VLE shall perform all the functions hereby mandated and shall perform in the capacity of an Independent Contractor under the contract law all such functions, which shall render benefit to SAHAJ. SAHAJ **may** allot a code number to the VLE for identification.

3.2 *Contract for service:* - This Agreement is in the nature of a Contract for Service and there is no master servant or principal- Agent relationship between the Parties to this Agreement.

3.3 *No Partnership:* - Nothing herein contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them, and no Party shall hold himself out as an agent for any other Party, except with the prior written consent of the other Parties.

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3.4 Tenure: -

(a) This Agreement shall commence on _____ (the "**Effective Date**") and shall continue in effect for a period of **four year** from such date (the "**Initial Term**"), unless earlier terminated pursuant to this Agreement or unless extended for the Option Period (as hereinafter defined) or extended on a month-to-month basis in accordance with sub-section (c) hereunder.

(b) SAHAJ shall have the option to extend the term of this Agreement for successive one-year option periods (each an "**Option Period**"; together, the "**Option Periods**") following the expiration of the Initial Term, in accordance with and subject to this Clause (b), Three (3) months before the expiration of the Initial Term (with respect to the first Option Period) or the first Option Period (with respect to the second Option Period) (in either case, the "**Option Exercise Date**"), Company shall notify Supplier in accordance with the notice requirements set forth in Section 20 hereof, of its intent to exercise either such option. The Initial Term and the Option Periods, if any, together shall hereinafter be referred to as the "**Term**". In the event Company exercises either of the options, the Purchase Price during the Option Period(s) shall be as may be mutually agreed.

3.5 After expiration of the Initial Term, in the event the option to extend has not been exercised by Company, and in the event this Agreement is not extended by written agreement of the parties and is not otherwise terminated as provided herein, this Agreement shall continue in full force and effect on a month-to-month basis until terminated by Supplier on no less than thirty (30) days' notice or by Company on no less than five (5) days' notice.

Article IV

Duties and Obligations of VLE

1. The VLE shall have the obligations and shall perform its role in substance and in the manner as described below:

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2. All available G2C services shall be given to the Citizens and to ensure that no illegal activities such as showing/selling pornographic materials, which may include Book/Magazine/CDs etc. or any other vicarious activities which are not acceptable in the society or not being instructed by SAHAJ.
3. All dues of SAHAJ for the services rendered through the CSC is to be paid by the VLE in advance.
4. In case of loss of equipment / damage beyond warranty, the equipment have to be replaced by the VLE at his own cost and to ensure that CSC business continues uninterruptedly. SREI SAHAJ E-Village Limited will not provide equipment for these reasons at the same cost as supplied to the VLE for the first time.
5. VLE must complete the internal electrical wiring, painting and flooring work at the CSC locations within time stipulated by SAHAJ. Paint, Electric Fan and Flooring material will be supplied by SAHAJ to maintain uniformity at all its CSCs throughout the country.

PENALTY CLAUSE:

Penalty will be imposed on the VLE against the following activities: -

- A. If VLE provides B2B/B2C services which are opposed to public interest or public policy, not explicitly sanctioned by SAHAJ.
- B. No services / products can be sold through the CSC which have not been approved and sanctioned by SREI SAHAJ E-Village Limited.
- C. VLE in no way can sell the equipment provided to them by SREI SAHAJ E-Village Limited for the next 2 years from the date of this Agreement, even if he wishes to opt out of the scheme, as this equipment comes at much lower costs than the retail prices. As otherwise, it would attract penalty as will be laid down by SAHAJ.

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D. Non-operation of CSC – If a CSC is not being run by the selected VLE inspite of providing him all the equipment/support then a penalty of Rs. 100.00/per additional day of delay will be imposed upon the VLE from the date of handover of the CSC to the VLE.

E. A CSC will be kept open for minimum 9 Hours a day and at least 4 hours in Sunday failing which, a penalty of Rs. 100.00 per CSC per week would be imposed upon the VLE.

F. If there is any default on payment to State Government Dept. in time then a penalty of Rs. 500 per week will be imposed & recoverable upon & from the VLE.

G. In any event the amount of penalty to be imposed shall be as per the discretion of SAHAJ.

Article V

Conditions Precedents

5.1 The obligations of SAHAJ under this Agreement shall be subject to the satisfaction (in form and substance) or waiver by SREI of the following conditions besides the VLE performing all its obligations and undertakings under this Agreement and compliance by the VLE with the conditions herein: -

(a) **Constitutional Documents and Corporate authorities**

In case the VLE is not an individual, the VLE shall have to provide:

-

- (i) copies of the constitutional documents of the VLE;
- (ii) evidence of the corporate power, authority and required corporate action to enter into, to perform the respective obligations under, and to confer signing authority of the persons executing the Documents and Agreements; and

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(b) Fulfilment of Conditions Precedent

The VLE **shall have** provided evidence of the fulfilment of all the conditions precedent, as may be required under the **agreement with the SDA** and any other contracts and such other agreements as may be deemed essential by the by SREI.

(c) Statutory Approvals & other Approvals

The VLE shall have obtained all necessary statutory and other Government Approvals including all necessary environmental clearances and other clearances from the appropriate authorities and shall have fulfilled the conditions stipulated therein as required for the implementation of the Project and the same shall have been in full force and effect to the SAHAJ's satisfaction. The VLE shall have delivered to SAHAJ copies of such Government Approvals and evidence of fulfilment of such conditions.

(d) Execution of Documents

All documents, pertaining to this Agreement, shall have to be duly executed by the VLE, in the form and content acceptable to SAHAJ.

(e) Amendment to Memorandum and Articles

In case the VLE is a person other than an individual, the VLE shall have to amend its Constitutional Document, Memorandum of Association and Articles of Association (if applicable) as necessary to the satisfaction of SREI to give effect to the provisions contained in this Agreement.

Article VI

Covenants

6.1 The VLE shall set up a "SAHAJ Tathya Mitra" Kiosk at the specified location decided by SREI, pursuant to a non-refundable one time payment of Rs 1,20,000 (Rs. One Lakh Twenty Thousand Only) for setting up SAHAJ Kiosk and a Working Capital of Rs. 10000/-

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6.2 The VLE shall arrange for the space for establishment of “SAHAJ Tathya Mitra” Kiosk at its own cost.

6.3 VLE must complete the internal electrical wiring, painting and flooring work at the CSC locations within time stipulated by SAHAJ as per standard design and layout plans supplied by SAHAJ, using good quality materials. Paint, Electric Fan and Flooring material will be supplied by SAHAJ to maintain uniformity at all its CSCs throughout the State.

6.4 That SREI may provide the VLE with such infrastructure including brand name, Intellectual Property, Network, Goodwill, with Right to Use, as may be decided in its sole discretion for proposed “SAHAJ Tathya Mitra” Kiosk to be set up at the agreed place and the same shall be dedicated for “SAHAJ Tathya Mitra” Business only.

6.5 SAHAJ will provide maintenance of its infrastructure from time to time at its cost. The VLE shall, in case of any dysfunction in the infrastructure of the Common Service Centre, immediately report to SAHAJ in writing.

6.6 The VLE agrees and understands that all Hardware and Networking equipment like antenna, radio etc shall be the absolute property of SAHAJ and are part of said infrastructure.

6.7 That SAHAJ shall have all the right, title and interest over the infrastructures supplied to the VLE for “SAHAJ Tathya Mitra” Kiosk and its business, and are returnable forthwith in working conditions after the termination of this Agreement along with all other claims, payments etc as may be lying and pending against the VLE. Further, upon termination the VLE shall forthwith stop use of “SAHAJ Tathya Mitra” Intellectual Proprietary Rights, Trade marks etc., and return to SAHAJ all its Branding material.

6.8 SAHAJ shall have the absolute right to change, alter or modify the infrastructural requirement of “SAHAJ Tathya Mitra” Kiosk and such addition of infrastructure, if any, shall be provided by the VLE at his cost

6.9 SAHAJ shall have the right to determine, from time to time, the area of operation of the “SAHAJ Tathya Mitra” Kiosk which may be either

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exclusive or coextensive with other "SAHAJ Tathya Mitra" Kiosks and shall be final and binding on the VLE wherein the VLE shall sell the services and products to the people. Basket of services and products and their prices and revenue sharing therein shall be exclusively decided by SAHAJ and all are subject to change from time to time depending upon market forces and other technical & operational reasons.

6.10 The VLE shall enter into such contract, agreement etc or participate in such programmes, experiments, research etc. vis-à-vis "SAHAJ Tathya Mitra" Kiosk as may be required of VLE by SAHAJ or under any understanding, agreement, contract of SAHAJ with third party.

6.11 The VLE shall be obliged to keep and maintain such records of receipts, sales etc for the services and products as per the stipulations of SAHAJ as well as shall be responsible and liable for compliance of all laws applicable vis-à-vis "SAHAJ Tathya Mitra" Kiosk in the name of the VLE.

6.12 The VLE shall pay on a Daily basis or monthly basis as required all the monies to "SAHAJ Tathya Mitra" from the sale of services and products.

6.13 For commercial Services like DTP, Digital Photography SAHAJ will take no share from the VLE.

6.14 This agreement is exclusive from the point of view that the VLE or any relative thereof cannot enter into any dealing with a partner or competitor of SAHAJ.

6.15 There is no territorial exclusivity of any sort being offered to the VLEs by SAHAJ.

6.16 The VLE shall have to maintain a list/register of customers who will be using internet services via the CSC after verifying their identities

6.17 The payment/service schemes may change from time to time and the concerned/respective VLEs have to comply accordingly. Any change shall be recorded as per the discretion of the management of SAHAJ.

6.18 Revenue sharing models will be intimated by Sahaj to the VLE from time to time for individual services.

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6.19 The VLE shall be responsible for SREI SAHAJ E-Village Limited and shall be liable to pay SAHAJ in case of damage, theft, misuse, illegal use or replacement of infrastructure, due to such reasons, as may be determined by SAHAJ or the concerned authorities.

6.20 The VLE shall be responsible for creating market for services and products offered by SAHAJ in its area and shall make all efforts to increase the sales thereof. The VLE shall not carry on any business etc, directly or indirectly, in competition with "SAHAJ Tathya Mitra" Business nor shall align, associate or partner with SAHAJ's competitors.

6.21 The VLE shall use only legal version of the computer software in the computer and other hardware, which are installed and operational in the "SAHAJ Tathya Mitra" Kiosk and shall keep SAHAJ indemnified, whatsoever, in case of any software piracy etc by the VLE in relation to the business.

6.22 All displays, signage, advertisement, branding etc at the "SAHAJ Tathya Mitra" Kiosk shall be determined and decided by SAHAJ and shall be binding on the VLE. Any earnings from Advertisements located within the area of the CSC/KIOSK organized by SAHAJ and paid for by the Advertiser shall be shared between VLE & SAHAJ. ***Sharing models will be intimated by Sahaj to the VLE from time to time on a case to case basis.*** Under no circumstances can the VLE put in any Advertisements inside the KIOSK at its discretion and any default of this clause will disqualify the VLE to operate the KIOSK and will automatically lead to termination of the agreement.

Article VII

Termination

7.1 SAHAJ shall have the right to terminate this Agreement at any time, with or without cause, during the Term of this Agreement upon thirty (30) days' prior written notice (the "**Notice Period**"). Neither party shall incur any

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liability arising out of any termination as provided for in this sub-section, except for Services previously provided hereunder prior to such termination. Each party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

7.2 Any one or more of the following shall constitute an **"Event of Default"** hereunder:

- 7.2.1 Either party to this Agreement fails to perform or observe any material obligation set forth herein in any material respect which remains uncured after fourteen (14) days' written notice; or
- 7.2.2 Any representation or warranty contained herein is false or misleading in any material respect as of the date made or deemed to have been made; or
- 7.2.3 Either party shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) make a general assignment for the benefit of creditors, or (iv) fail generally to pay its debts as they become due, or (v) take any corporate action to authorize any of the foregoing; or

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- 7.2.4 An involuntary case or other proceeding shall be commenced by persons that are not bound or affected by this Agreement against a party seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order is entered by a court of competent jurisdiction affecting substantially all of the property or affairs of the other party against which proceedings have been commenced under bankruptcy, insolvency or other similar laws as now or hereafter in effect and such order shall remain undismissed and unstayed for a period of 60 days.

Article VIII

GOVERNING LAW AND JURISDICTION

8.1 Dispute Resolution:

In the event any dispute is unresolved it shall be referred to an arbitrator as per the discretion of SAHAJ. SAHAJ shall have the sole authority to appoint an arbitrator to resolve any dispute. The arbitration shall be conducted in English and the award shall be final and binding between the parties. In any event the jurisdiction of any extraneous proceeding shall be subject to the local courts at Kolkata.

Article IX

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

Miscellaneous

9.1 NO PARTNERSHIP:

Nothing herein contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them, and no Party shall hold himself out as an agent for any other Party, except with the prior written consent of the other Parties.

9.2 ENTIRE AGREEMENT:

This Agreement represents the entire agreement between the Parties and shall supersede any previous agreement or understanding between all or any of the Parties in relation to all or any such matter.

9.3 INDEPENDENT RIGHTS:

Each of the rights of SAHAJ under this Agreement are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of the Licensee, whether under this Agreement or otherwise.

9.4 CONFLICT WITH THE MEMORANDUM AND ARTICLES:

In the event of any conflict between the terms of this Agreement and the Memorandum and Articles of Association of any of the Parties to this Agreement, the provisions of this Agreement shall prevail, and the Parties shall ensure that the Memorandum and Articles shall be amended to such extent as may be required to secure the provisions of this Agreement.

9.5 COUNTERPARTS:

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

This Agreement may be executed in 2 (two) counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such documents or counterparts.

9.6 VARIATION:

No variation of this Agreement shall be binding on any Party unless, and to the extent that such variation is recorded in a written document executed by such Party, but where any such document exists and is so signed such Party shall not allege that such document is not binding by virtue of an absence of consideration.

9.7 SUCCESSORS AND ASSIGNS:

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of each other Party. The permitted heir successor or assign shall agree to abide by all the terms and conditions of this Agreement.

9.8 SEVERABILITY:

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision, shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

9.9 COSTS

All costs and expenses incurred by the Parties in connection with this Agreement shall be borne by The VLE.

9.10.1 The Parties agree and undertake that any and all information including but not limited to technical data, specifications, financial & business related details etc. ("**Confidential Information**") that may be disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), shall be maintained as strictly confidential by the Receiving Party and shall not be disclosed by the Receiving Party to any person, firm or corporation without the prior written consent of the Disclosing Party.

9.10.2 The provisions of this Article 9.10.1 shall not apply to the Confidential Information which:

- (i) at the time of the disclosure by the Receiving Party, is in the public domain provided that the Confidential Information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more items of the Confidential Information shall not be deemed to be generally available to the public by reason only of each of separate item being so available; or
- (ii) after such disclosure becomes generally available to the public other than by reasons of breach of Agreement; or
- (iii) was lawfully in the Receiving Party's possession prior to such disclosure, as evidenced by its written records; or
- (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than from the Disclosing Party, provided that such source is not to the Receiving Party's

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knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or

(v) is required to be disclosed by the Receiving Party to a court of competent jurisdiction or any appropriately empowered governmental agency. As soon as any such authority makes such a demand/order, then, in good faith, the Disclosing Party shall inform the Receiving Party by giving an immediate notice.

9.10.3 The provisions of this Article shall survive for one year since the expiry / termination of this Agreement.

9.11 NOTICES

Unless otherwise provided herein or agreed to in writing by the Parties, all notices, requests or other communications under this Agreement shall be in writing and shall be served or given to either Party by sending it by registered/speed post, courier, facsimile transmission or personally delivered to the other Party at its address specified below:

The Parties under this Agreement shall be at the following address: -

SREI SAHAJ E-VILLAGE LIMITED	VLE
Vishwakarma, 86C Topsia Road (E) Kolkata – 700 046	

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

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)

ANNEXURE - A

Scheme for migration of VLEs of CSCs rolled out in the Districts of Paschim Medinipur, Burdwan, Purulia and 24 Paraganas (N) by RCOM to SAHAJ

Sahaj will allow all VLEs formerly registered with RCOM access to their Portal by providing VLE IDs and Password at no extra cost, under the following Terms and Conditions:

- 1) Connectivity should be arranged by the VLE, on his own. If VLE wants to subscribe the connectivity provided by Sahaj through VSat, he/she can be provided with a VSat connectivity at a cost of Rs 40000/-. He however needs to purchase an 8 port switch and cables also which Sahaj can provide at a cost of Rs.1200/-. In case VLE subscribes to VSat connectivity he/she will also have to pay the monthly charges as under:

Portal + Internet @ Rs. 700/- per month (upto 600 MB download-upload limit)

Only Portal access @ Rs. 200/- per month

- 2) VLE has to deposit initial Working Capital to the tune of Rs. 5000/- to activate his/her SKash account to start the work. He/she can utilize upto Rs 4750/- in paying for services but an amount of Rs 250/- will be kept as a minimum balance.
- 3) The VLE should have a licensed copy of Operating System and should be able to produce the Invoice or other documents to prove that it is a Licenced version. In case the VLE does not have one, Sahaj can provide a licensed copy of Windows at a subsidized cost of Rs. 3100/- per computer, payable extra. Needless to remind that the CSC License of a VLE will be canceled if it is found that a pirated Operating System is being used.

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- 4) Bills for WBSEDCL can be collected by SAHAJ VLEs, after due authorization by WBSEDCL. For this the VLE has to apply through Sahaj along with a refundable, interest free security deposit of Rs. 4000/-. This money will be held as deposit for as long as the VLE collects WBSEDCL bills and will be returned to him (without interest) as and when he/she ceases to collect bills.
- 5) Monthly license charge for Sahaj CSCs payable by all VLEs is Rs. 500/- only.
- 6) The VLE must ensure that proper Earthing is available at his/her CSC. Earthing must measures below 2 volts (i.e. earth-neutral voltage leakage should be less than 2 VA) for VSAT connectivity. Needless to warn that computer and other similar electronic items may face problem if proper earthing is not provided.
- 7) VLEs not having VSat connectivity have to take VSat connectivity if they want to start Banking & Insurance services as these services can only be enabled with the VSAT CUG connectivity.
- 8) Servicing of the equipment is sole responsibility of the VLE. However VLE can take Software support from Sahaj for which Rs. 250/- per visit is to be charged. No charge will be levied if the VLE brings the laptop to Sahaj RCC.
- 9) VLE need to sign the agreement with Sahaj and no deviation will be accepted.

Please Note:

This is a business scheme under NEGP & all VLEs have to abide by the general rules & regulation of this project and SREI Sahaj E-Village Limited. Srei Sahaj reserves the rights to change/ modify any terms & conditions without prior notification. Extra security deposit/ guarantee may require for enabling any future services.

For SREI Sahaj E-village Limited	Village Level Entrepreneur (VLE)