



This Memorandum of Understanding (herein referred to as the "Agreement") entered into this day 17<sup>th</sup> Jan, 2013 between **Lambency Chrysalis Academy, an Institution imparting and offering educational courses located at , C-44, Sec.62, Institutional Area, NOIDA (NCR ) -201301**, represented by its Head-Academy Mr. Manav Dhingra (hereinafter referred to as the "PARTY OF THE FIRST PART" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) and the **Governor of Meghalaya represented by Director of Commerce & Industries, Government of Meghalaya** (hereinafter referred to as "PARTY OF THE SECOND PART" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Part.

AND WHEREAS, the party of the First Part to this agreement is an Institution in Beauty, Hair, Make Up, Nail Art and Spa Therapy with all modern facilities functioning at Noida (U.P.).

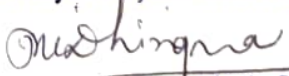
AND WHEREAS the Party of the First Part is currently focusing to produce highly trained and skilled professionals confident to deliver world-class services to clients in today's rapidly growing wellness industry.

AND WHEREAS the Party of the Second Part has the financial means and the desire to support 50 aspiring students from Meghalaya to join the institute for vocational training for employment purposes.

AND WHEREAS the Party of the First Part presented their proposal for vocational training of youths on Hair and Beauty Care and Spa Therapy with placement before the Directorate Of Commerce & Industries, Government of Meghalaya. On approval of the proposal both the parties now, have agreed to enter in writing the areas of consensus, under a Memorandum of Understanding for the conduct of business.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

For Surya Vinayak Wellness Ltd.

  
Auth. Sign.

NOW, THEREFORE, this Agreement witnessed as under:

### **I. AIMS AND OBJECTIVES OF THE PROJECT**

1. To provide quality vocational training in Beauty, Hair, Make Up, Nail Art and Spa Therapy to 50 unemployed youth of the State to equip them to compete in the national and international job market
2. To open job opportunities for the school and college drop-outs
3. To provide internationally accredited certificate and make the trained youth suitable for employment.
4. To provide job placements to the successful students in India and abroad

### **II. MANAGEMENT**

The Management of the day-to-day affairs of the institute shall be as per the Memorandum and /or Articles of Association of the Lambency Chrysalis Academy and its bye-laws.

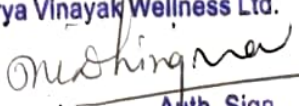
### **III.ACADEMIC PROGRAMMES – COURSES OF STUDY**

1. The classes for the above said courses shall be conducted by the First Party at C-44, Institutional Area, Noida, U.P.-201301 on regular basis for 5 to 6 hours in a day, five days in a week for a duration of six months only.
2. Dates and schedule of examinations for the courses shall be announced by the First Party. The centers of examination and valuation of answer scripts and centers for practical's shall be C-44, Sector -62, Institutional Area, Noida-U.P.-201031.
3. The First Party shall declare results of the students on completion of the course and issue the requisite certificates to the candidates under intimation to the Second Party.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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For Surya Vinayak Wellness Ltd.

  
Auth. Sign.

#### IV. ADMISSION PROCEDURES

1. A pre-admission interview shall be conducted by the Academic Team consisting of representatives of the First Party and Second Party to evaluate suitability of the candidates after the print advertisement in the local papers inviting applications from interested candidates for the course. For the purpose of conducting interview the Second Party shall facilitate location of infrastructure and logistics.
2. Filled-up applications from the prospective candidates will be received by the First Party. On completion of the selection as per eligibility norms, the list of eligible candidates shall be forwarded by the First Party to Second Party for approval.

#### V. PROJECT COST

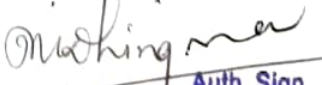
The cost of the course shall be as given below:

	<b>Name of the Course</b>	<b>Tuition fee to be charged</b>
i.	HAIR STYLING	1, 00,000/- per student
ii.	SKIN AND BEAUTY	1, 00,000/- per student
iii.	SPA THERAPIES	1, 00,000/- per student
iv	NAIL ART	1,00,000/- per student

The fee is inclusive of charges for training programs, personal tool kit, products and equipments needed in theoretical and practical instruction, accommodation and fooding.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

For Surya Vinayak Wellness Ltd.

  
Auth. Sign.



The project entered in between the Lambency Chrysallis Academy and the Government of Meghalaya is envisaged to cover 50 students. However, the 1<sup>st</sup> phase of the project will cover 50 students for which the total course fee will be Rs.50.00 lakhs (Rupees Fifty lakhs ) only @ Rs.1,00,000/- (Rupees One lakh) only per person. The Second Party agrees to grant Rs. 50.00 lakhs to the party of the Second Part as 100% of the course fees.

Joint verification by the First Party and the Second Party shall be undertaken to see the progress of the 1<sup>st</sup> batch of 50 students after which the second phase of the project shall be undertaken.

#### **VI. PROCEDURE FOR PAYMENT**

1. The fee shall be released by the Second Party to the First Party in the form of cheques / DD / Bank Transfer drawn in favor of "Surya Vinayak Wellness Ltd.".
2. The Second Party shall pay to the First Party the course/boarding/lodging fees for the number of students selected and admitted for the course in each batch.
3. **The Second Party shall pay to the First Party Rs.50,0000/- ( Fifty Lac Only) the applicable fee in the start of financial Year 2012-13 by June,2012.**

#### **SPECIAL CLAUSE (IF REQUIRED)**

LCA agrees to accept entire payment after the verification of Placement records

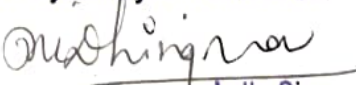
#### **VII. ROLES & RESPONSIBILITIES OF FIRST PARTY.**

1. The advertisement inviting candidates for the course shall be conceptualized and published and paid for by the First Party.
2. The First Party shall receive applications against the advertisement for admission to the said course.
3. The First Party shall screen & shortlist candidates along with officials of Government of Meghalaya

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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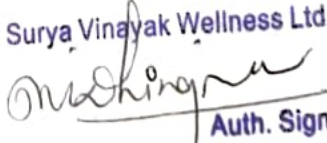
For Surya Vinayak Wellness Ltd.

  
Auth. Sign.

4. The First Party shall commence the course on receipt of 90% of the course fee .
5. The First Party shall provide the entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualifies staff. Facilities for boarding and lodging of students, counseling and guidance on courses will also be provided by the First Party
6. The track records of Attendance and the Internal Evaluation shall be done by the First Party and shall be submitted to the Second Party periodically.
7. The First Party guarantees employment and placement with a minimum salary of Rs. 10000/- (Rupees Ten thousand) only PM plus complimentary Food & Accommodation to all successful candidates after the completion of International certification from HABIA.
8. The First Party shall furnish the placement record with work place addresses and details of remuneration to the Second Party.
9. The First Party shall not tolerate any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class mates either verbally or physically, damaging the property, theft, racism, ragging, hatred or sexual harassment. The First Party shall have the right to dismiss offenders from the academy immediately and the tuition fee shall not be refunded or adjusted under any circumstances. In such cases replacement shall be made by the Second Party with deserving candidates at no extra cost.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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For Surya Vinayak Wellness Ltd.  
  
Auth. Sign.

10. In case the First Party fails to fulfill any of its obligations towards providing training and certification to the successful students and job placement on successful completion of the course, the First Party shall be liable to pay back corresponding amount paid by Government of Meghalaya and the students within a period of six months from the date of such a default. In case the First Party fails to do so, recovery of the Governments money and those of the students will be done from the First Party as per law.

**VIII. ROLE & RESPONSIBILITIES OF THE SECOND PARTY.**

1. The Second Party shall ensure timely release of the payment to the First Party
2. The Second Party shall monitor the quality of the programmes through persons appointed by it for the purpose.

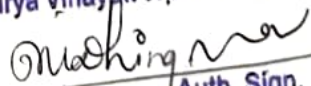
**IX. JOINT RESPONSIBILITIES**

1. The advertisements shall be released by the Second Party after mutual approval by both the parties.
2. Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.
3. Both the parties shall be responsible for monitoring the progress of the students.
4. Both parties shall ensure that all students who have successfully completed the course find placement six months after completion of the training course at Lambency Chrysalis Academy.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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For Surya Vinayak Wellness Ltd.

  
Auth. Sign.

#### **X. TERMINATION**

The parties hereto shall have the right to terminate this Agreement by giving 2 month's notice to the other party in any of the following cases:

1. If the terms and conditions of this Agreement are not complied with
- Or
2. If parties hereto mutually decides to terminate the Agreement.

#### **XI. ARBITRATION**

If any dispute and/or difference whatsoever between the parties arises relating to the financial assistance or effect of this Agreement or the validity or the breach thereof the same shall be settled through amicable mutual settlement.

However in the eventuality of failing to settle amicable mutual settlement arising out of it shall be referred to the Jurisdiction of Civil Court at Shillong or the Sitting Bench Of Guwahati High Court.

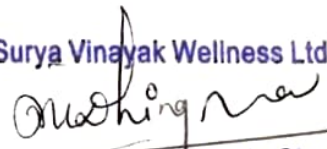
#### **XII. FORCE MAJEURE**

Neither party to this Agreement shall be considered responsible for any breach or failure of this Agreement or any terms hereof arising from the imposition or restrictions or onerous regulations by any Government Agency or Local Authority or any Act, or Civil or Military Authority or other cause beyond their control.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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For Surya Vinayak Wellness Ltd.

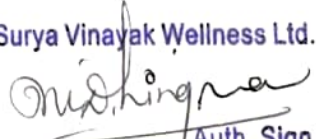
  
Auth. Sign.

### **XIII. MISCELLANEOUS**

1. The first batch shall start in July,2012 comprising of 50 students.
2. The collaboration is envisaged to provide admission for the academic year 2012 onwards.
3. All payments to the First Party by the Second Party under the MOU shall be made in Indian currency.
4. All the terms and conditions of this MOU are subject to the approval of the concerned Departments of Govt. of Meghalaya and the provisions of the Rules and Regulations of the State Government.
5. This MOU shall be valid for a period of one year from this date and can be renewed on mutual consent.
6. Any change in the location of the registered office of the Centre shall be done only with the prior mutual concurrence of the parties.
7. Any notice to be given hereunder by either party to the other shall be in writing and delivered personally, or sent by registered post.
  - (i) If to Party of the First Part;  
Head-Academic Operations, Lambency Chrysalis Academy, C-44, Institutional Area, Noida, U.P.- 201301
  - (ii) If to the Party of the Second Part:  
Commissioner & Secretary to the Government of Meghalaya, Commerce & Industries Department, Meghalaya, Shillong.

  
Director  
Commerce & Industries  
Meghalaya, Shillong

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For Surya Vinayak Wellness Ltd.  
  
Auth. Sign.



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XIV. UNDERTAKING



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RUPEES

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The party of the First Part represents to Party of the Second Part that it has all power and authority to enter into this Agreement and to perform its obligations mentioned; that this Agreement has been executed and delivered by a duly authorized representative of the Party of the First Part enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and the result in the breach of any contract or any provision of any

## INDIA NON JUDICIAL

Agreement or instrument to which it is a party or by which it is bound.

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The Party of the Second Part represents to Party of the First Part that it has all power and authority to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been executed and delivered by a duly authorized representative of the Party of the Second Part enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and the result in the breach of any contract or any provision of any Agreement or instrument to which it is a party or by which it is bound.

In witness whereof the Parties hereto have here unto affixed their respective signatures in the presence of witnesses on the day and year above written.

*[Signature]*  
For and on behalf of Government of Meghalaya

For *[Signature]* Wellness Ltd.  
Auth. Sign.

For Lambency Chrysalis Academy

Manav Dhingra

Director  
& Industries  
Meghalaya, Shillong  
Witness No.1 *[Signature]* (W. WARSHONG)  
Assistant Dir. or of Cottag. (Jul 1993)  
Directorate of Commerce & Industries  
Meghalaya, Shillong.

Witness No.2  
*[Signature]*  
(F. SUTANT)  
Upper Lachumiera,  
Shillong.