

## **AGREEMENT**

THIS AGREEMENT made and entered into at Mumbai on this \_\_\_\_\_ day of May, 2011 BETWEEN M/S. REALLIFE ATO SYSTEM PVT. LTD., a Private Limited Company registered under the Companies Act, 1956 through its Director MR. RAJESH KUMAR, an adult, Indian Inhabitant of Mumbai, having registered address at 4<sup>th</sup> floor, Reliance Bldg., 269, Dr. D.N.Road, Fort, Mumbai 400 001, Maharashtra, hereinafter called and referred to as the "BUSINESS UNIT" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its administrators, executors, legal heirs or assigns etc.) of the ONE PART;

### **AND**

MR. \_\_\_\_\_ or M/s \_\_\_\_\_ THROUGH ITS Partner or Director Mr. \_\_\_\_\_, having its shop at \_\_\_\_\_ herein after called and referred to as the " SERVICE CONTRACTOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its administrators, executors, legal heirs or assigns etc) of the OTHER PART.

WHEREAS Party of the first part is a private limited company and engaged in the business of advertisement and marketing activities in whole of Maharashtra and other part of the country.

AND WHEREAS the Party of the first part has introduced ad-on business system which is called and referred to as the "BUSINESS UNIT".

AND WHEREAS as per the policy of the Business Unit the party of the first part has invited tenders, applications from shop owners in the Mumbai city and its suburbs who are having their shops facing the roads and/or internal roads in the main market and/ or business areas of the Metropolis to get installed a Ad-ON...KIOSK` systems in their respective shops for a lump sum monthly consideration of each and every month a sum of Rs.10,000/- (Rupees Ten Thousand only ) against the installation of the said system in their respective shops for a period one from the date of installation of the said system.

AND WHEREAS the company has plans as the service conductor will have to pay Rs. 1,00,000/- (Rupees One Lac only) as the deposit amount and Rs. 31,000/- for the delivery, up gradation, Maintenance & installation for 36 month charges totaling Rs. 1,31,000/- to the party of the first part for the use of the said business units.

AND WEREAS the party of the second part approach and requested to the party of the first part to allow them to install the said business unit in his/her/their shop.

AND WHEREAS Party of the second part has also expressed his/her/their desire to deposit the aforesaid sum of Rs.1,31,000/- by cash/Cheque/demand/draft/bank guarantee to and in favour of the party of the first part.

AND WHEREAS the party of the first part accepted the proposal of the party of the second part and agreed to do so on the terms and conditions mutually agreed upon by them which they have decided to reduce into writing as under:

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That the party of the first part through its Business Unit shall provide to the AD-ON... KIOSK to the party of the second part and the Business Unit shall install the said machine in the shop of the party of the second part and the party of the first part shall guarantee an income of the service contractor is guaranteed for Rs. 10,000/- per month by the company from first month to 36 month and it is also agreed between the parties that the sign board, Standy for display service , hand bill for local advertisement, executive for marketing, AD-ON machine operating machine training for 10 to 15 days, AD-ON machine maintenance for 36 months incase the period of the agreement is enhanced by the company, internet connection and internet monthly bill, will all be provided and paid by the company.

3. That "Business Unit" shall install the AD-ON Machine within 10-15 working days after making the payments as agreed upon by the parties.

4. That AD-ON machine will be as per the specification described in the REALLIFE AD-ON KIOSK website and the data base shall be accessed from the Business Unit's server for different services describe in the website which will be modified as per future conditions. The design of the machine is subjected to change as per latest requirements.

5. THAT AD-ON machine will generate the bills of the services which are available in the Business Unit server data base which is all the time connected to all the AD-ON Machine data base services will be accessed by the central server and periodically it will issue the service records to each AD-ON Machine.

6. That Data base services bills will be printed by AD-ON Machines after assessment by "Business Unit" (These bills includes the commission amount to the "service contractor") Service charges on these bills will depend on the local area of AD-ON Machine premises. Advertisement bills will be calculated by the central server separately.

7. That the Business Unit shall be responsible for the maintenance of the AD-ON Machine up to the satisfaction of the service contractor for first 36 months.

8. That after 36 months of Machine installation, Service Contractor will arrange for maintenance services preferably from authorized local dealer. Business Unit shall provide the Hardware items at the purchase rate to service contractor (if required)

9. That Business Unit shall provide account each AD-ON Machine hence recharging of the account can be done by the "service contractor" periodically.

10. That "Service Contractor" can add his own data base after consulting with the "Business Unit".
11. That "Service Contractor" shall make arrangement for Electricity bill, Payments and his premises maintenance with his own arrangement.
12. That "Service Contractor" is expected to co-ordinate with other AD-ON Machine including marketing of the AD-ON Machine and services.
13. That "Business Unit" has agreed to give minimum 15% commission to the "service contractors" on advertisement booked by them.
14. That "Business Unit" has agreed to give minimum 15% commission to the "service contractors" on sale of their "REALLIFE" Product such as garments, gifts, articles, etc.
15. That whatever income generated by the KIOSK is totally income of the service contractor. (Company will not share of this income)
16. That AD-ON Machine shall be returned to the "Business Unit" within 6 months, if the "Service Contractor" is not satisfied with the same and amount mentioned in the above schemes will be refunded within six months after an end of the contract. Less the 25% Depreciation charges every year.
17. These terms and conditions are applicable to the above the parties as long as there is no settlement between two parties for discontinuation. The service contractor has to clear the all government permission and a taxes applicable has to procure by the "Service Contractor".
18. That if AD-ON Machine is not in operation for 3 months (for no reasons) "Business Unit" is authorized to take back AD-ON machine From "Service Contractor" and calculated Deposit amount shall be given back to him.
19. That the Business Unit shall abide by terms and conditions impleading in this agreement and the company undertakes not to do anything or act which can adversely affect the interest of service contractor.
20. That the Business Unit shall pay the compensation or commission as agreed upon between the parties in time in each and every month without fail and also the company shall co-operate the service contractor in its full swing for the betterment of the business relations between parties.
21. That the Business Unit (company) in case of termination of agreement shall refund the deposits To the service contractor without interest after deduction if any.
22. That either party can give one month notice to other party for the termination of agreement And any dispute arisen between the parties shall be subject to Mumbai Jurisdiction only.
23. That this agreement shall be binding upon both the parties. IN WITNESS WHEREOF the parties hereto set their respective hands and seals on this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY )  
The with in named "BUSINESS UNIT" )  
M/s. Reallife ATO Systems Pvt. Ltd. )  
Represented by its Proprietor/ Partner/ )  
Director In the presence of ..... )

SIGNED, SEALED AND DELIVERED BY )  
The with in named "Service Contractor" )  
Mr./ M/s. \_\_\_\_\_ )  
Represented by its Proprietor/ Partner/ )  
Director In the presence of ..... )

**RECEIPT**

RECEIVED of and from within named Service Contractor the sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) as and by way of deposit amount and delivery and installation  
charges as per this agreement.

WE SAY RECEIVED RS. \_\_\_\_\_

(For Business Unit of  
M/S. REALLIFE ATO SYSTEMS PVT.LTD.  
AUTHORISED SIGNATORY/DIRECTOR)

WITNESSES:

1.

2.