

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 10th day of September, two thousand and nine anno domini,

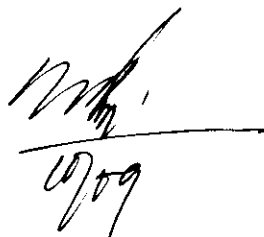
Between

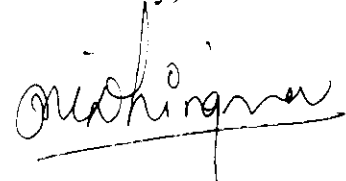
the Governor of Manipur, represented for and on his behalf by the Secretary(Planning) to the Government of Manipur (hereinafter referred to as “the State Government” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the ONE PART

And

SURYA VINAYAK WELLNESS LTD, a company incorporated in India on 30-07-2008 under the Companies Act, 1956 with its Registration Number being U930900L2008PLC181554 having its registered office at E-3, Mangolpuri, Ind. Area, Phae-II, ND-34, represented for and on its behalf by Manav Dhingra, Head-Academic Operations (hereinafter referred to as “the SVWL” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS the SVWL, with all modern facilities functioning at Noida (U.P.) since 2008, is an acknowledged institution in beauty, hair and spa industry and is currently focusing on producing highly trained and skilled professionals equipped with latest knowledge and professional skills, which is paramount to confidently deliver world-class services to the clients in today’s rapidly growing wellness industry;


29/09



AND WHEREAS with the above background, the SVWL has presented their proposal to the Government of Manipur in the Planning Department, vide their letter No.SVIL/EM/MP/009 dated 26-12-2008 (read with e-mail dated 20-05-2009) to impart vocational training on beauty care and spa therapy and place the apprentices;


AND WHEREAS the State Government is interested to assist educated young persons from the State of Manipur to acquire skills which will enable them to find gainful employment with reputed companies;

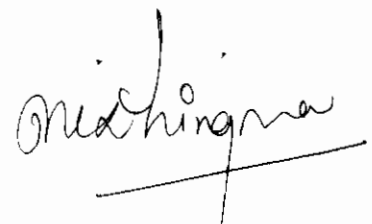
NOW THIS MEMORANDUM WITNESSES AND it is hereby agreed by and between the parties hereto as follows:

The SVWL agrees to accept young educated persons from Manipur State, who have passed class-X, Class-XII or graduation, on the recommendation of the State Government for the following courses and agrees to place all those who complete the training programme in their company.

The SVWL will charge the fees indicated against the courses below:

<i>Sl. No.</i>	<i>Name of the Course</i>	<i>Duration</i>	<i>Committed fees to be charged (in Rs.)</i>
1.	Hair Styling	6 months+15 days	1,10,000/- per student
2.	Skin and Beauty	6 months+15 days	1,10,000/- per student
3.	Spa Therapies	6 months+15 days	1,10,000/- per student
4.	Nail Art	6 months+15 days	1,10,000/- per student
5.	Make-up	6 months+15 days	1,10,000/- per student


10/09 2



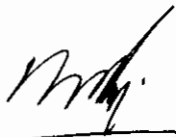
The SVWL has indicated the break-up of the **above consolidated fee** as follows:

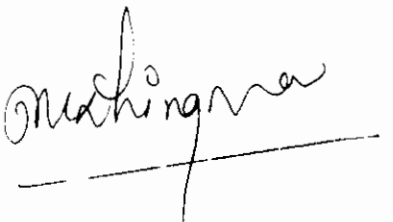
i.	Accommodation and Fooding for 6 months which is inclusive of:	
	Breakfast , Lunch, Dinner, One time tea and Snacks and air cooled Accommodation @ 5000/-pm which is a total of	Rs. 30,000/- per person (for six months+15 days)
ii.	Consumable Cost with tool kit @	Rs. 16,000/- per person
iii.	Course Material & Stationary	Rs. 3,000/- per person
iv.	Transport Cost @	Rs. 1,000/- per person
v.	Tuition Fees @	Rs. 60,000/- per person (all courses)
Grand Total:		Rs. 1,10,000/-

The above said courses shall be conducted at C-44, Industrial Area, Noida, U.P.-201301 on regular basis for duration of six months and fifteen days.

1.0 ADMISSION PROCEDURES

- (a) The SVWL shall furnish details of eligibility conditions for each course and request the State Government to invite applications by advertising in local papers, radio and TV channels in Manipur.
- (b) Both the parties will jointly screen the applications before the pre-admission interviews to be conducted by the Academic Team of the SVWL. The SVWL will also open a 24x7 Facilitation Centre at Imphal, Manipur with assistance from the State Government. The SVWL shall bear all expenses in connection with the pre-admission interviews.
- (c) Registrations for the course applied for shall be completed at least two weeks before the course commences.


2009 3



1.1 **Academic Programmes – Courses of Study**

The course materials shall be provided by and the classes for the above-said courses shall be conducted by the SVWL.

1.2 **Tuition Fees**

The State Government may fix appropriate charge for the application forms for admission to the courses of study.


The tuition fee limited Rs.60,000/- (Rupees sixty-thousand only) per student will be collected by the SVWL from the State Government by way of Bank Draft/Electronic transfer in favour of “Surya Vinayak Wellness Ltd.”. The other charges to be paid by the selected candidates including accommodation, fooding, course material & stationary and transport cost.


1.3 **Examination**

Dates and schedule of examinations for the courses shall be announced by the SVWL at the beginning of each semester. The centres of examination and valuation of answer scripts and centres for practicals shall be at C-44, Sector-62, Industrial Area, Noida-U.P.- 201 031.

2.0 **ROLE & RESPONSIBILITIES OF THE SVWL**

2.1 The SVWL shall provide entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualified staff. Also facilities for boarding and lodging of students, counselling and guidance on courses will be provided by the SVWL.

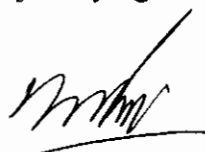

20/09/14

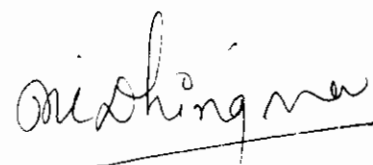

—

- 2.2 The track record of attendance and the internal evaluation (as a part of the examination work like classroom tests, assignments, seminars, etc.) will be done by the SVWL and monthly reports will be submitted to the State Government.
- 2.3 The SVWL guarantees employment to all successful candidates after the completion of certification from HABIA. The SVWL also guarantees a minimum salary of Rs.8,000/- per month. In case the successful candidates are not provided employment within 30 days of completion of the training programme, the SVWL undertakes to provide interim remuneration @ Rs.6,000/- per month to each such candidate and till employment is provided commensurate with the qualifications of the candidate. However, this shall not apply if the candidate is unwilling to take-up employment and/or the candidate has less than 90% attendance.
- 2.4 The SVWL shall not allow any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class-mates either verbally or physically, damaging property, theft, racism, ragging, hatred or sexual harassment. Offenders will be dismissed from the academy immediately and the tuition fee contributed by the applicants shall be forfeited. The contribution made by the State Government shall not be forfeited and shall be refunded by the SVWL to the State Government. Both the parties may jointly decide on selecting alternative candidates for utilizing the vacancy arising out of such dismissals.

3.0 **ROLE & RESPONSIBILITIES OF THE STATE GOVERNMENT**

- 3.1 The State Government will assist the SVWL by inviting applications from eligible candidates and screening of the applications received for the course based on the format jointly agreed to with the SVWL.


5
10/09



3.2 The State Government will monitor the quality of the programmes being conducted by the SVWL through officers duly authorised for the purpose.

3.3 The State Government will review the progress of the courses in each semester.

4.0 **JOINT RESPONSIBILITIES**

4.1 The advertisement will be released by the State Government after mutual approval by both the parties. The expenditure incurred in this regard shall be met by the State Government.

4.2 The annual intake of students shall be decided by both the parties jointly at the commencement of every academic year in consultation with each other.

4.3 Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.

5.0 **MISCELLANEOUS**

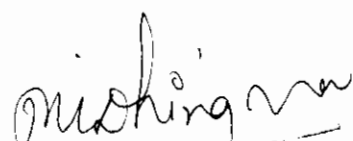
5.1 The first batch shall start from a mutually agreed date and may comprise up to 100 students from Manipur.

5.2 The collaboration is envisaged to provide admission for the academic year 2009 onwards. The State Government will arrange for Press Release and advertisements to invite applications for admission for the academic year 2009 within 15 days of the format being agreed to between the two parties.

5.3 The Memorandum of Understanding shall be valid for a period of one year from the date of signing and may be renewed for further periods through mutual consent.

5.4 The State Government shall have the option to terminate this Memorandum of Understanding after giving notice of three months in advance of the date of termination and completing the formalities mutually agreed to.


10/09

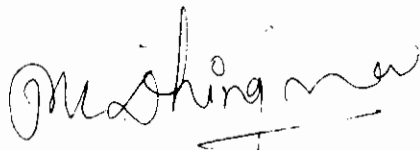

Mishra

6.1 In case of any dispute between the two parties, they will nominate a representative each to a Committee to be chaired by the Chief Secretary, Government of Manipur for resolving the dispute.

6.2 If the Committee chaired by the Chief Secretary, Government of Manipur is unable to resolve the matter, and the parties may approach the judicial Courts, the jurisdiction shall be of the Courts of Manipur and the Gauhati High Court, Imphal Bench at Imphal.

In witness whereof the parties hereto have set and signed with seals this Memorandum of Understanding on the 10th day of September, 2009 first above written.

For and on behalf of the
Surya Vinayak Wellness Ltd.



(Manav Dhingra)

Head-Academic Operations

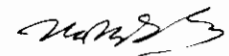
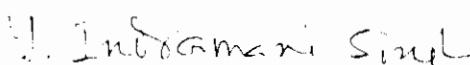
For and on behalf of the
Governor of Manipur,



(D.S. Poonia) 10-09-2009

Chief Secretary & Secretary(Planning),
Government of Manipur

Witnesses :

1. 
(Dr. Th. Muniho Singh)
2. 
A. Indramani Singh