

**AGREEMENT FOR ENGAGEMENT OF FRANCHISEE FOR THE SERVICES
REQUIRED UNDER THIS AGREEMENT.**

This Agreement is made on the _____ day of _____ month _____ year

Between

Telangana State Technology Services Limited, a company registered under the Companies Act, 2013 and having its Registered Office at 1st Floor, C Block, BRKR Bhavan, Tank bund Road, Hyderabad –500 063, represented by its Managing Director hereinafter referred to as “**TSTS**” (which expression shall unless repugnant to the context and meaning shall deem to mean and include its successors and assigns) of the **FIRST PART**

And

_____, S/o of _____ carrying on business as a Sole Proprietor in the name and style of _____/a company incorporated and registered under the Companies Act 1956/ 2013/ a Registered Partnership Firm constituted between _____, having its place of business or Registered Office at _____, hereafter referred as “Franchisee”, of the **SECOND PART**.

WHEREAS

TSTS Limited (TSTS) is a Company owned by Government of Telangana and _____ (name and constitution). TSTS has the mandate from Government of Telangana (GoTS) for offering various information, interactive and payment services to the general public. TSTS intends to offer its services through its portal www.tsts.telangana.gov.in or any other website as it may so decide in future.

TSTS proposes to engage/appoint Franchisee who would offer its Services to citizens through designated centers.

The Franchisee agrees to accept the appointment on the terms and conditions contained herein below: -

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

“Services” means the various information, interactive and payment services offered by TS Online Limited from time to time through the website www.tsts.telangana.gov.in or any other website;

“Business” means the business of marketing the Services;

“Customer” means the person using the Service wherein a ‘person’ means an individual, a corporation, a partnership or any other Legal entity or organization or other body whatsoever;

“Premises” means the place where the FRANCHISEE proposes to conduct its Business in accordance with the terms and conditions as contained herein and as may be mutually agreed upon between FRANCHISEE and TSTS from time to time in writing;

“Collections” means the payments made by the Customer to the FRANCHISEE for utilizing the Services;

“Top-up” means Cash limit given to the FRANCHISEE on transfer of an amount to TSTS account to do transactions through TSTS portal.

“Website” means the website located at the URL address www.tsts.telangana.gov.in or any other website as may be decided by TSTS.

2. Engagement

2.1 TSTS hereby engages the FRANCHISEE for offering the Services and to do all such acts, deeds and things as described in this Agreement and as instructed from time to time at _____, Village-_____, Mandal-_____, District-_____, Telangana State and such other areas. TSTS may in its sole discretion permit from time to time in writing upon such terms and conditions.

TSTS does not commit itself or promise for provision of any definite volume of work or specific work for any specific period under this Agreement. The lists of services to be offered by FRANCHISEE's are subject to change at any time or from time to time.

- 2.2 The Service Charges payable to the FRANCHISEE's shall be decided mutually. The service charges payable to Franchisee is enclosed in **Annexure 4** of this agreement. This is subject to change from time to time based on mutual discussion.
- 2.3 The FRANCHISEE shall depict a sign board and citizen charter in the premises from which he will be rendering the services, that it is a Franchisee Centre of "Telangana State Technology Services". (A Telangana State Government Undertaking). The citizen charter will be as per ESD rules

3. OPERATIONAL PROCEDURE

The FRANCHISEE will work on a pre paid top up model. The top up shall only be through a bank transfer through a payment gateway. No cash mode is allowed. Franchisee shall follow the below mentioned process for offering the Services:

- a) The customer approaches the CENTRE for availing the Services. The FRANCHISEE offers the Services by utilizing the provisions in the Website. TSTS shall provide the necessary rights to the FRANCHISEE for accessing the website for offering the Services.
- b) FRANCHISEE needs to open a Current Account with Bank of his/her choice and get the Top-Up to transfer the funds to TSTS for top up. As and when any service is rendered by the FRANCHISEE the top up gets adjusted. (A detailed operational procedure is annexed with the agreement vide Annexure – 1)
- c) TSTS will provide the FRANCHISEE, separately from time to time with a detailed process flow for offering Services.

4. TERM

This Agreement shall come into effect on the ____day of _____month _____year and shall continue for a period of One year unless terminated earlier in accordance with the provisions hereof, The Parties may continue to implement the Scheme after expiry of the Agreement on mutually agreed terms and conditions by executing an amendment to this Agreement. As long as the Franchisee delivers service as per the terms and conditions, TSTS will consider extending the agreement.

5. RENEWAL

TSTS may at its discretion and option renew this Agreement for further period on such terms and conditions as the parties may mutually agree subject to the satisfactory performance of FRANCHISEE and strictly based on the fact that there are no dues or payables to TSTS Ltd as on the date of such renewal. The renewal shall take effect only if the renewal deed is executed by TSTS in writing. As long as the Franchisee delivers service as per the terms and conditions, TSTS will consider extending the agreement.

6. FRANCHISEE's REPRESENTATIONS AND WARRANTIES

The FRANCHISEE hereby represents, warrants and confirms to TSTS that the FRANCHISEE

- 6.1. Has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority and financial capacity to act as the FRANCHISEE under this Agreement and to carry out

and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions (including without limitation the obtaining of all Governmental, statutory, regulatory and other necessary approvals / consents in all applicable Jurisdictions) to authorise the execution, delivery and performance of this Agreement.

- 6.2. Have the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of TSTS.
- 6.3. Has not and will not violate, breach any covenants, stipulations or conditions of any agreement or deed entered into by the FRANCHISEE with or for the benefit of any third party/ies.
- 6.4. Has complied with all the laws, rules, regulations and authorisations issued by the Central, State and Local authorities and has taken all required permissions for performing under this Agreement.
- 6.5. Has complied with all rules, regulations, and procedures under applicable labour laws and enactments.
- 6.6. Shall be fully liable for and effectively indemnify TSTS against any claims brought against TSTS or any other loss, cost or expense that TSTS may suffer on account of any act or omission of the FRANCHISEE, including without limitation any failure by FRANCHISEE to perform any term of this Agreement or those that arise due to fraudulent act or omissions, criminal act or omissions, dishonest act or omission, malicious act or omissions and any other reason that is directly or indirectly attributable to FRANCHISEE's act, omission or contribution.
- 6.7. Shall accept and abide by any change in the terms and conditions of this Agreement which may, in the absolute discretion of TSTS, become necessary due to as per changing requirements of business from time to time or any change in law, rules or regulations. A prior intimation should be given to the Franchisee.
- 6.8. Shall diligently and faithfully carry out all its obligations and duties as FRANCHISEE and at all times protect and promote the interest of TSTS.

7. OBLIGATIONS OF THE FRANCHISEE

The FRANCHISEE agrees and undertakes that the FRANCHISEE shall:

- 7.1. Ensure that adequate infrastructure as per the specifications mentioned in Annexure-2 and financial resources are available to the FRANCHISEE by way of working capital and otherwise to ensure that the FRANCHISEE is able to fulfill all the obligations herein contained.
- 7.2. FRANCHISEE rights are not transferable and heritable as per the existing ESD rules 2011. In case there are any changes in the ESD rules the same shall apply.
- 7.3. FRANCHISEE shall ensure that G2C services are effectively and cordially provided to the citizens. The FRANCHISEE shall not refuse to deliver services as per demand of the citizens and availability of services.

- 7.4. In providing the B2C/B2B services, the FRANCHISEE shall ensure that:
 - a. services which are opposed to public interest or public policy shall not be provided by it.
 - b. such services shall not be provided in a manner that has an adverse impact on the provision of Government Services to citizens or on the operations, functioning, performance, infrastructure of the Centre.
- 7.5. FRANCHISEE shall ensure that any act of indiscipline/misdemeanor by its Operator is suitably handled by it. Besides FRANCHISEE shall be bound to comply with directions if any issued by TSTS or directions if any issued by the State Government in this matter.
- 7.6. FRANCHISEE shall purchase the stationery/ required receipts and other documents from the TSTS or from the supplier mentioned by TSTS and should take proper custody. TSTS shall make efforts to keep this cost as low as possible. These stationery items are not transferable to any other FRANCHISEES. If any such transfers found at later date, the FRANCHISEE is liable to pay the penal chargers as decided by TSTS.
- 7.7. TSTS will have a right to appoint another FRANCHISEE in the same locality in case if the Centre is not running for more than 7 consecutive days, in order to provide the services to the citizen.
- 7.8. Operate the Business strictly in accordance with the terms stipulated in this Agreement and instructions/guidelines/procedures/processes prescribed by TSTS from time to time and that shall be considered a part of this Agreement and to conform in all respects and all times to the instructions, procedures, processes, guidelines laid down from time to time by TSTS for the purpose of marketing the Services and improving and increasing the market potentiality of the Services. The FRANCHISEE shall not use any additional trade name or symbol nor do or permit anything to be done which is not in accordance with the directions of TSTS without the prior consent in writing of TSTS.
- 7.9. Strictly adhere to the turnaround time guidelines as prescribed by TSTS from time to time for various activities.
- 7.10. The FRANCHISEE is personally responsible for running of CENTRE. If need be, FRANCHISEE has to appoint experienced persons for the work, at his own costs. Also, training for better citizen interaction will also be given by FRANCHISEE at his own cost. All expenses for running of CENTRE shall be borne by FRANCHISEE. TSTS does not have any obligations of employment of the operators appointed by FRANCHISEE. However the Franchisee shall be responsible for the actions of those employed by him.
- 7.11. Ensure compliance with the provisions of this Agreement or instructions issued by TSTS from time to time. FRANCHISEE shall not accept part payments of any utility service Bills. FRANCHISEE shall not issue any manual receipts under any circumstances.
- 7.12. Immediately notify TSTS in writing if FRANCHISEE or any other person engaged by the FRANCHISEE has committed any act amounting to moral turpitude or has been arrested by the police or committed any act affecting the integrity of the person.
- 7.13. Ensure courteous service and maintain the customer service standard as laid down by TSTS.
- 7.14. The FRANCHISEE shall spread information about the CENTRE in the said village, and villages surrounding as well as in villages & Mandal in the District.
- 7.15. The FRANCHISEE shall be responsible to ensure that the CENTRE must be operational for at least 300 days in a year. The CENTRE should function for a minimum of 8 hours on

all days notified as working days by SDA. On all Sundays and public holidays, excluding the National Holidays, CENTRE shall function for a minimum of four hours.

- 7.16. Grievance and Query handling Mechanism: The FRANCHISEE shall maintain the following to receive and address complaints of citizens :
- Complaints and suggestion book
 - Telephone number of the call center and telephone number of suitable senior officer if any at the headquarter.

The FRANCHISEE shall maintain a book of complaints and suggestions and shall submit the suggestions and complaints every month to the TSTS.

- 7.17. Ensure that FRANCHISEE and its employees/executives/personnel shall at all times conduct themselves within the parameters of all applicable laws and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the FRANCHISEE and the person committing the offence shall be liable for all consequences thereof; and TSTS shall not be directly or indirectly or vicariously liable.
- 7.18. Obtain all license/permissions /authorisations as required under all the applicable laws and keep the same valid by renewing it from time to time as required under the said applicable laws.
- 7.19. Maintain all the registers and records required to be maintained under the various Laws and enactments.
- 7.20. Use only such letter heads, invoices, signs, display materials, visiting cards, promotional literature, equipment and other items in connection with the Business as shall be approved in writing by TSTS and to immediately desist from the use or display of any signs, materials or objects if TSTS directs. The FRANCHISEE / its personnel shall display identification cards issued if any/ approved by TSTS when visiting/ interacting with customers.
- 7.21. Maintain the interior and exterior of the Premises and all parts thereof to the satisfaction of TSTS and as per the Specifications mentioned in Annexure-A, given by SDA and TSTS from time to time and to ensure that any requirements of TSTS in this regard are fulfilled.
- 7.22. Operate the business during the term of this Agreement on such days and between such hours, as TSTS shall specify.
- 7.23. Permit TSTS and their representatives to enter the Premises as and when required for the purposes of ascertaining whether the provisions of this Agreement are being complied with or any other purpose.
- 7.24. Comply with procedures/ guidelines as specified by TSTS from time to time for submission of reports/ information to TSTS on the website notified to the FRANCHISEE or by such other means/ procedures as may be notified to the FRANCHISEE from time to time.
- 7.25. Keep updated about information/ rules/ guidelines as specified by TSTS from time to time.
- 7.26. FRANCHISEE agrees and acknowledges that TSTS is not committing itself or promising for provision of any work or specific work for any specific period under this Agreement and that the list of services to be offered by FRANCHISEE's are subject to change at any time or from time to time at the sole discretion of TSTS and that the Service Charges

payable to the FRANCHISEE's are subject to change from time to time at the sole discretion and authority of TSTS.

- 7.27. Without prejudice to any other liability or indemnification obligations of FRANCHISEE under this Agreement or under any law, and in addition to them, the FRANCHISEE shall be liable for any and all losses/ damages suffered or caused to be suffered or apprehended to be suffered by TSTS arising directly or indirectly from any dishonest, criminal or fraudulent act of any of the personnel engaged or employed by the FRANCHISEE.
- 7.28. On and from the date of execution of this Agreement, the FRANCHISEE shall maintain or cause to be maintained, insurance policies as are customarily and ordinarily available in India as are reasonably required to cover the liabilities under this Agreement, including but not limited loss that is due to fire, floods, earthquake, riots, civil commotion or acts of God or as may be required by the TSTS. This is however at the option of the Franchisee.
- 7.29. In case an Insurance is taken, the premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the FRANCHISEE.
- 7.30. FRANCHISEE has to visit TSTS portal every day mandatorily for his/her information on new services and other information related to CENTRE.
- 7.31. FRANCHISEE has to download the User manuals from the TSTS Portal and be aware of the services to be delivered to the Citizens.

8. OBLIGATIONS OF TSTS

- 8.1. TSTS shall provide the following on signing of agreement:
 - i.) Authorized Certificate
 - ii.) Enable facility to FRANCHISEE to provide citizen e-services through TSTS portal.
- 8.2. TSTS ensures transaction reliability, integrity and completeness.
- 8.3. TSTS shall ensure confidentiality of all data of FRANCHISEE.
- 8.4. TSTS shall provide online user manual for each of the Customer service enabled on the portal.
- 8.5. All problems, issues with regard to technical support shall be resolved through the technology partner and also provide regular information/ updates/guidelines/technical support as required by FRANCHISEE for providing the Services.
- 8.6. Any queries/grievances from customers with respect to Customers payment and collection amount after the system generation of the Online Receipt by FRANCHISEE shall be the absolute liability and responsibility of TSTS.

9. TRAINING & FACILITIES

Training to the FRANCHISEE and its personnel will provided by TSTS

TSTS shall at its sole option and discretion provide additional facilities to the FRANCHISEE depending upon several factors which include without limitation market potentiality of the area of operation of the CENTRE, strategic importance of the area for TSTS, requirement of the FRANCHISEE, needs of the customers of TSTS etc.

10. RESTRICTION ON THE FRANCHISEE

Unless otherwise agreed to by TSTS, the FRANCHISEE shall:

- 10.1 Not use the name or corporate logo of TSTS or any part thereof except as authorised by TSTS in writing.
- 10.2 Not do or omit to do any act or thing which may in the sole opinion of TSTS bring the name of TSTS or the Corporate logo of TSTS into disrepute or which may in the sole opinion of TSTS damage or conflict with the interests of TSTS.
- 10.3 Not use or publish any advertisements, signs, directory entries or other forms of publicity whether or not relating in whole or in part to the Business or display the same on or at the Premises unless the same shall have first been submitted to and approved by TSTS.
- 10.4 Not work in a manner which in the opinion of TSTS may be detrimental to the interest of TSTS and which may affect the Business.
- 10.5 Not receive money in any form either by way of commission or brokerage from any customer or borrower of TSTS or from any third party for sourcing business or allow his judgment to be based on any extraneous thing other than the qualitative facts.
- 10.6 Not acquire any rights, title or license to any intellectual property rights owned or licensed by TSTS even if the FRANCHISEE had sued them under permission from TSTS in relation to conducting the Business and further, all benefits and goodwill resulting from any such usage of trademarks or other intellectual property rights owned or licensed by TSTS by FRANCHISEE shall inure to the sole benefit of TSTS.
- 10.7 Not engage in any unfair or unethical trade practices or any other business practice prohibited by TSTS with respect to the Services agreed hereunder.

11. ADVERTISING

- 11.1 The FRANCHISEE can undertake with the consent of TSTS the responsibility of advertising in the area of his operation for the purpose of this Agreement.
- 11.2 TSTS may, at its sole discretion, make available to the FRANCHISEE advertising materials including posters, leaflets, displays, flyers, stickers, signs, cards and notices and the FRANCHISEE shall at its own expense prominently display, maintain and distribute the same as the case may be. However if any additional advertising material is required by the FRANCHISEE, TSTS shall supply the same at such price fixed by TSTS.
- 11.3 The FRANCHISEE shall, at the expense of FRANCHISEE, co-operate with TSTS and the other FRANCHISEES of TSTS in any special advertising or sales promotion or other special promotional activity and will engage in such other related activities as TSTS may direct.

12. Commercial Terms

- 12.1 Commission to be paid and the mode of payment is as indicated in the Annexure-3 or as may be modified in writing from time to time by TSTS.
- 12.2 FRANCHISEE has to procure a Class-II Digital Signature which is valid for one year and to be renewed every year by paying the prescribed amount.

- 12.3 FRANCHISEE has to procure eToken Key for each Counter. In case of any modifications due to Technical changes in the software of the Token Key, FRANCHISEE has to purchase a new version Token Key as prescribed by TSTS time to time. .
- 12.4 TSTS shall deduct/withhold taxes/other charges as per the applicable laws from the amounts due and payable to the FRANCHISEE wherever applicable.
- 12.5 The FRANCHISEE shall pay for all taxes (inclusive of future taxes implemented by the government) under the applicable laws arising from its operations/activities/ services/business under this agreement and/or in connection with the MSA.
- 12.6 Service taxes as applicable shall be levied to and be payable by the customers and it is inclusive in the transaction charges specified by TSTS.
- 12.7 TSTS shall, without prejudice to any other rights that it may have in this regard, have the right to suspend any payment that is to be made to the FRANCHISEE, without liability or interest, if the FRANCHISEE is, in the opinion of TSTS not performing its obligations under this Agreement properly until such time the FRANCHISEE remedies such non-performance to the satisfaction of TSTS and that the FRANCHISEE performs its obligations hereunder in a manner satisfactory to TSTS.
- 12.8 All payments shall be made to the FRANCHISEE after making the statutory tax deductions at source and any other applicable taxes, if any. TSTS shall also have the right to set off, deduct and recover from the fees or any other amount payable to the FRANCHISEE, any and all amounts which may be or become payable to TSTS or which the FRANCHISEE is liable to pay to TSTS under this Agreement on any other account whatsoever. The FRANCHISEE shall immediately reimburse any amount which has been accidentally paid to the FRANCHISEE, in the event of any delay in reimbursing the amount the FRANCHISEE shall be liable to pay interest @ 15% p.a. on the said amount from the date of demand of the payment till the date of full payment. For the purpose of this clause any portion of the month shall be treated as full month.
- 12.9 FRANCHISEE has to submit his/her PAN Card details for depositing the TDS deducted at source.
- 12.10 All payments to FRANCHISEE shall be made at the sole discretion of TSTS. And if TSTS decides that the FRANCHISEE will not be eligible to receive any fees after termination, it shall be binding on the FRANCHISEE.
- 12.11 Refundable Security Deposit and other AMC Chargers payable by FRANCHISEE will be as per TSTS Policy. The present Security Deposit and other AMC Chargers are enclosed in Annexure 5 of this agreement. This is inline with amounts charges by the existing SCAs.
- 12.12 TSTS will pay the service charges to FRANCHISEE once a month, after the reconciliation/ verification, which includes verification of the transaction as regards to reversal, duplicate and wrong transactions etc. and subject to receipt and realization of corresponding amounts. The amount will be either paid into the Bank account of the Franchisee or into the top up of the franchisee to be decided in due course.
- 12.13 FRANCHISEE needs to open a Current Account and get the Top-Up by transferring the funds to TSTS. And FRANCHISEE can make the payments against the request of customer.
- 12.14 The FRANCHISEE should collect amounts from the customers, towards user/ service charges, only to the extent authorised by TSTS, for the specified services. Strict legal

action will be initiated after an enquiry against those FRANCHISEE's who collect excess service charges from the customers / citizens and may lead to cancellation of the center. However TSTS shall provide an opportunity of being heard before taking action.

- 12.15 FRANCHISEE should mandatorily have the bank account in a bank having a provision of internet banking facility /RTGS/NEFT/Core Banking
- 12.16 FRANCHISEE shall comply with all statutory requirements / instructions issued by TSTS/ Government Departments / Bodies / Agencies from time to time and also shall comply with the labour laws etc., if required as and when applicable for smooth execution of the project.
- 12.17 FRANCHISEE shall not have any claim or right over the village or location after the expiry of the Agreement or on its termination and shall hand over the same to TSTS.
- 12.18 If FRANCHISEE does not renew the service contract after the completion date or if the FRANCHISEE stops working then the FRANCHISEE has to return all necessary Documents and obtain No Dues Certificate from TSTS Ltd and shall be deemed to be terminated.

13. PENALTIES

- 13.1. The FRANCHISEE shall be liable for penal charges (liquidated damages) for failure to achieve the service standards, default or other acts / omission under the terms of this Agreement. TSTS may at its sole option, debit or set off the amounts of liquidated damages due to it against the payment due to the FRANCHISEE and/or through invocation and forfeiture of the Security, in full or part, as the case may be, as claimed by TSTS by way of Notice which shall not be disputed by FRANCHISEE.
- 13.2. Further in the event that a payment default, if any occurs for 2 consecutive weeks, TSTS shall be entitled to forthwith stop the FRANCHISEE's access to the services of TSTS Portal, State Data Centre, State Portal, Meeseva Portal, SWAN, Government applications, Utility service provider as well as any other Support/Government support, whether physical or otherwise, and require the FRANCHISEE to stop providing the access of any services/Government services to the citizens through the CENTRE, and may even terminate this Agreement. TSTS may at its sole option, debit or set off the amounts of liquidated damages due to it against the payment due to the FRANCHISEE and/or through invocation and forfeiture of the Security Deposit, in full or part, as the case may be, as claimed by TSTS by way of Notice which shall not be disputed by FRANCHISEE.
- 13.3. In the event of any invocation of the Security Deposit by TSTS to realize the liquidated damages or other amounts due under this Agreement, FRANCHISEE shall be required to forthwith replenish Security, failing which the same shall constitute a material breach by FRANCHISEE, which shall entitle TSTS to terminate this Agreement. Failure to replenish up within 7 days will invite liquidated damages of Rs.100 per day and penal interest @ 18% for the delayed period for the amount of deficit in the Security. Failure to Replenish beyond 30 days will be material breach and may lead to termination of Agreement.

14. ACCOUNTS AND RECORDS

- 14.1. The FRANCHISEE shall maintain accurate accounts and records, statements of all its operations and expenses under this Agreement and submit a statement/report in the manner specified by TSTS.

- 14.2. The FRANCHISEE shall forthwith upon being required by TSTS allow TSTS or any of its authorised representatives to inspect, audit for the purpose of accounts, service and management and take copies of any records which are directly or indirectly connected with the obligations of the FRANCHISEE under this Agreement. The FRANCHISEE shall also co-operate in good faith with TSTS to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report of TSTS. However, upon discovery of any discrepancies or underpayment the FRANCHISEE shall reimburse TSTS for such discrepancies or overcharges including the expenditure incurred by TSTS Ltd. regarding the inspection.

15. TERMINATION

Without prejudice to any other remedies available under this Agreement or under the applicable law, TSTS may terminate this Agreement with or without cause by giving 30 days notice to the FRANCHISEE. The FRANCHISEE shall also have the right to terminate this Agreement by giving Two months notice. Either Party may terminate pursuant to Force Majeure. However FRANCHISEE shall perform its obligations without any fail during the notice period in strict adherence to the terms and conditions of this agreement.

16. EVENTS FOR TERMINATION FORTHWITH

On the occurrence of any of the events specified below TSTS shall be entitled (without prejudice to any other right or remedies which TSTS may have under these presents or otherwise in law), to terminate this Agreement forthwith at any time after the occurrence of such event.

- 16.1. If the FRANCHISEE fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions, provisions or stipulations of this Agreement on its part to be performed and if such breach is remediable, fails to remedy such breach required to be remedied.
- 16.2. If any of the representations or warranties made by the FRANCHISEE are found to be false or wrong.
- 16.3. If the FRANCHISEE does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of TSTS may or is likely to suffer.
- 16.4. If the FRANCHISEE by its act or omission gives to TSTS reasonable ground to consider that its rights may be prejudiced or jeopardised.
- 16.5. If at any time it is found that the FRANCHISEE is acting either directly or indirectly as a FRANCHISEE, Franchisee, agent or representative of any other entity engaged in similar line of business.
- 16.6. Deterioration in financial strength of the FRANCHISEE.
- 16.7. If the FRANCHISEE has subsequently become incompetent to contract.
- 16.8. If the FRANCHISEE or any third party has initiated bankruptcy or insolvency proceedings against the FRANCHISEE in a court of law or with any appropriate authority or the FRANCHISEE (if a company) is unable to pay its debts within the meaning of Section 434 of the Companies Act, 1956.

- 16.9. If the FRANCHISEE (if a company) is amalgamated with any other body corporate or any other body corporate is amalgamated with the FRANCHISEE without the prior permission of TSTS.
- 16.10. If the FRANCHISEE (if a company) is prevented by any competent regulatory agency from carrying on the business which is presently being carried on by it.
- 16.11. If an attachment or restraint has been levied on the FRANCHISEE's properties or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the FRANCHISEE and the FRANCHISEE does not take effective steps to the satisfaction of TSTS for the cancellation of such attachment, restraint or certificate proceedings.
- 16.12. A receiver or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the FRANCHISEE.
- 16.13. The FRANCHISEE (if a partnership firm/ company) has taken or suffered to be taken any action for its reorganisation, liquidation or dissolution.
- 16.14. Any other circumstances have occurred which, in the opinion of TSTS; make it improbable for the FRANCHISEE to fulfill its obligations under this Agreement.
- 16.15. Any key employee or agent or representative of the FRANCHISEE who is involved in performing FRANCHISEE's obligations under this Agreement has been arrested by the police or charged with an offence including but not limited to involving moral turpitude or gross criminal intent or dishonesty or fraud or cheating or misappropriation or any offence under Negotiable Instruments Act.
- 16.16. FRANCHISEE stops carrying on business for a period of 7 (seven) or more consecutive business days without advance notice to TSTS and TSTS's prior written consent.
- 16.17. Any conduct or practice by the FRANCHISEE, which in the reasonable opinion of TSTS, is injurious to the goodwill or reputation of TSTS or TSTS Services or Services agreed hereunder
- 16.18. FRANCHISEE or any manager, principal, director or officer of the FRANCHISEE engages in any activity contrary to any material law if, in the reasonable opinion of TSTS, such activity is likely to adversely affect the operation or business of the FRANCHISEE or tend to be harmful to the goodwill and reputation of TSTS or to the reputation of the its services
- 16.19. The submission by FRANCHISEE to TSTS of any false or fraudulent claims for reimbursement, refund, credit, rebate, allowance, discount, bonus or other payment by TSTS
- 16.20. Failure to furnish the requisite documents within the time frame / extension thereof as stipulated by these presents and as required by TSTS
- 16.21. Termination of this Agreement at the discretion of TSTS, upon termination or expiry of MSA (between TSTS and TSTS).

17. CONSEQUENCES OF TERMINATION

Upon the termination or expiration of this Agreement for any reason, the FRANCHISEE shall:

- 17.1. Immediately cease to operate as the FRANCHISEE and not thereafter hold itself out in any way as the FRANCHISEE and refrain from any action that would or may indicate any relationship between it and TSTS. Submit the necessary reports as required by TSTS regarding the transactions done till the date of termination.
- 17.2. Immediately cease to use in any manner whatsoever name of TSTS and the corporate logo and other marks of TSTS.
- 17.3. Return to TSTS forthwith or otherwise dispose of or destroy as TSTS shall direct all signs, advertising materials, stationery, invoices, forms, specifications, designs, records, data, samples, models, programs and drawings pertaining to or concerning the business of or bearing any of the corporate logos of TSTS. And if required by TSTS show the proof of destruction of the said material of TSTS, which is in the possession of FRANCHISEE.
- 17.4. Remove forthwith or permanently cover all signs or advertisements identifiable in any way with TSTS and in event of failure to do so promptly, to permit the authorised agents of TSTS to enter the Premises for such purpose.
- 17.5. Do all such acts and things and execute all such documents, as TSTS shall require, in particular but without limitation such notification of cessation of this Agreement.
- 17.6. The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the parties under any provision hereof and shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.
- 17.7. Immediately hand over to TSTS all details, data and information including but not limited to accounts pertaining to the transactions done till the date of termination.

18. PRINCIPAL TO PRINCIPAL

Notwithstanding anything contained in any law for the time being in force, the term FRANCHISEE shall have the connotation as implied in this Agreement and it is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee relation between TSTS and the FRANCHISEE and/or its Personnel. FRANCHISEE or its personnel or agents shall not claim or be eligible for any employment or retirement benefits of TSTS or its affiliates. The FRANCHISEE and/or its Personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of TSTS or in any manner bind TSTS or hold out or represent that the FRANCHISEE is representing or acting as agent of TSTS, except as provided and permitted in this Agreement. The activities of the FRANCHISEE and its Personnel shall not be construed to be TSTS's activities. Save and except as may be expressly permitted by TSTS, the FRANCHISEE and its Personnel shall not at any time use the name / logo of TSTS in any sales or marketing publication or advertisement, or in any other manner without prior written consent of TSTS.

19. NO WARRANTIES WITHOUT AUTHORITY

- 19.1. The FRANCHISEE shall not make any statement, representation or claim and shall give no warranty or guarantee to any person in respect of the Services agreed hereunder or on behalf of TSTS.

- 19.2. Any representations or warranties or guarantees by the FRANCHISEE to any personnel employed or engaged by the FRANCHISEE (whether or not under a contract for service) that they are being engaged or employed by TSTS shall be a breach of this Agreement and is entirely without the authority of TSTS.

20. CONFIDENTIALITY OF OPERATION

- 20.1. All details, documents, data, applications, software, systems, papers, statements, business/customer information, promotional strategies, marketing plans and TSTS's practices and trade secrets (hereinafter referred to as 'Confidential Information') which may be communicated to the FRANCHISEE and /or its employees shall be treated as absolutely confidential and the FRANCHISEE irrevocably agrees and undertakes and ensures that the FRANCHISEE and its employees, agents, authorized representatives shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of TSTS nor shall use or allowed to be used any information than as may be necessary for the due performance of the FRANCHISEE's obligation hereunder. The FRANCHISEE hereby specifically agrees to indemnify and keep TSTS indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the FRANCHISEE and/or its employees agents, authorized representatives and shall immediately reimburse and pay to TSTS on demand all damages, loss, cost, expenses or any charges including attorney's fees that TSTS may suffer, incur or pay in connection therewith.
- 20.2. The FRANCHISEE agrees:
- i) To take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/or alteration.
 - ii) Not to misuse or permit misuse directly or indirectly, or exploit the confidential information for economic or other benefit.
 - iii) Not to make or retain any copies or record of any confidential information submitted by TSTS other than as may be required for the performance of the FRANCHISEE's obligation under this Agreement.
 - iv) To notify TSTS promptly of any unauthorised or improper use or disclosure of the information.
 - v) To return all the information, which is in the custody of the FRANCHISEE at the end of the specific assignment.
- 20.3. All the indemnities shall survive the termination or expiry of this Agreement.
- 20.4. The FRANCHISEE hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this Agreement or disclose the information submitted by TSTS under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing of any of the FRANCHISEE's obligations under this Agreement.

21. EXCLUSIVITY

The FRANCHISEE shall provide service on an exclusive basis to TSTS. It should not do any other business except providing digital online services or Xerox services. Franchisee shall not during the term of this Agreement act either directly or indirectly as a FRANCHISEE or agent or representative of any company, firm or legal entity engaged in a similar line of business as that of TSTS unless otherwise agreed to by TSTS in writing.

TSTS may, however, without being required to inform or take consent of the FRANCHISEE, engage any other person or entity to perform functions same or similar to the one being

performed by FRANCHISEE under this Agreement and the FRANCHISEE shall, on request from TSTS, fully co-operate with such entity or person appointed by TSTS.

22. INDEMNITY BY THE FRANCHISEE

22.1. Without prejudice to any other indemnity obligations under this Agreement or in law that the FRANCHISEE is obliged to perform, The FRANCHISEE hereby agrees and undertakes to fully and effectively indemnify and keep indemnified TSTS before as well as after the expiry or termination of this Agreement against:

- i) all loss, misappropriations, misuse or damage of or to the documents or any other security instruments which are in possession of the FRANCHISEE or its personnel or within the control of the FRANCHISEE or its personnel.
 - ii) Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against TSTS and/or any customer directly or indirectly by reason of –
 - a) any wrongful, incorrect, dishonest, criminal, fraudulent, or negligent work, misfeasance, disregard of duties by the FRANCHISEE or its personnel; and / or
 - b) any theft, robbery, fraud or wrongful act or omission by the FRANCHISEE or its personnel; and/or
 - c) Any breach of any of the provisions of this Agreement by the FRANCHISEE or its personnel; and/or
 - d) Any loss or damage caused to TSTS or its customers for any default or mistake or error or commission any act which is not authorised or done in accordance with the procedures laid down by TSTS; and / or
 - e) Any loss or delay in handing over the amount paid by the customers to TSTS.
 - iii) For any act or omission of FRANCHISEE or employee or agent or representative of FRANCHISEE, punishable under Negotiable instruments act.
- 22.2. TSTS shall have no liability whatsoever for any injury to the FRANCHISEE or its personnel in the course of performance of the FRANCHISEE's obligations under this Agreement.
- 22.3. Notwithstanding anything stated anywhere in this Agreement, the FRANCHISEE shall be liable for any claims, losses, damages, costs, charges, expenses on account of incorrect calculations done by the FRANCHISEE or any of its personnel.
- 22.4. Notwithstanding anything contained in this Agreement or any other documents executed or to be executed between the parties, all indemnities shall survive expiry or termination of this Agreement and the FRANCHISEE shall continue to be liable under the indemnities.
- 22.5. The FRANCHISEE shall ensure that on termination of services of any personnel or in the event of discontinuance of service of any person engaged by the FRANCHISEE, the FRANCHISEE shall withdraw all the authorisations given to such personnel and ensure that on termination or discontinuance of service due caution is exercised to ensure that under no circumstances the ex-personnel represent FRANCHISEE. The FRANCHISEE agrees to indemnify TSTS against any loss or damage including attorney's fees suffered by TSTS for any act of the ex-personnel.

23. THIRD PARTY LIABILITY

The FRANCHISEE specifically agrees that for any act of the FRANCHISEE, no claim shall lie against TSTS from any third party and TSTS shall not be held liable in any circumstances for the acts of the FRANCHISEE, All claims of third parties shall be defended by the

FRANCHISEE and TSTS shall be kept indemnified against all claims, losses, damages, charges including attorney's fees etc.

24. ASSIGNMENTS AND SUB- CONTRACTING

The FRANCHISEE shall itself perform its obligation under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligation under this agreement except with prior written permission of TSTS. However, TSTS shall be entitled to assign/transfer its rights and benefits under this Agreement.

25. JURISDICTION

It is agreed by and between the parties that the Courts of Hyderabad shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Agreement. This agreement shall be governed by and construed in accordance with the applicable Laws of India.

26. LIMITATION OF LIABILITY OF TSTS

26.1. Notwithstanding any other term contained herein, the total liability of TSTS under this Agreement shall not exceed the actual amounts received from the FRANCHISEE in respect of the (claim in the respective claim period and the operating zone) which has given rise to the liability as of the date the liability arose. .

In no event shall be TSTS be liable to the FRANCHISEE for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of either the performance or non performance of any terms of this Agreement by TSTS, even if TSTS was advised about the possibility of the same.

27. NOTICE

Any notice under this Agreement shall be in writing and shall be addressed to the FRANCHISEE or to TSTS at the address mentioned hereinabove and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice shall be sent by registered post AD to the address of the FRANCHISEE or to TSTS at the address mentioned above.

In case of TSTS a copy of notice shall be sent to

Telangana State Technology Services Ltd.,
1 st Floor, BRKR Bhavan, C-Block, Tankbund Road,
Hyderabad – 500063, Telangana State, India.
Phone: (40) 2322 4935, 23226970; Fax: 23228057
Website: <http://www.tsts.telangana.gov.in>

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights existing prior to this Agreement or developed independent of this Agreement shall be and remain the exclusive property of the Party from whom such rights accrue. Nothing in this Agreement shall be construed as grant of any right, title or interest in the pre-existing intellectual property rights of one party to another.

The ownership of all tools, processes, utilities and methodology including any TSTS proprietary or licensed products or components thereof used in the provision of services under this Agreement along with all modifications, enhancements or customization, if any, made thereto and all new ideas, inventions, or developments conceived, developed

or made by TSTS or its consultants/employees while providing services here under the Agreement and all intellectual property rights therein shall remain the absolute property of TSTS.

28. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- i) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- ii) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- iii) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- iv) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- v) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.
- vi) Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.
- vii) If the Event of Force Majeure continues for more than twenty 20 days either party shall be entitled to forthwith terminate the contract at any time thereafter after giving the other party notice of the same. Neither party shall have any liability to the other party in respect of the termination of this contract as a result of an Event of Force Majeure.
- viii) However TSTS shall be entitled to receive payments, which FRANCHISEE has collected from the customers till that date for all transactions under this Agreement.

29. ENTIRE AGREEMENT:

Subject to any terms implied by law, this agreement constitutes the entire agreement between FRANCHISEE and TSTS in relation to the subject matter of this agreement, where the provisions of this agreement conflict with the standard terms and conditions of TSTS, such terms and conditions are hereby waived.

30. MODIFICATION:

Modification of this agreement shall be effective only when agreed in writing and duly signed on behalf of FRANCHISEE by FRANCHISEE's Representative and on behalf of TSTS by TSTS's Representative.

31. SEVERABILITY:

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

32. WAIVER:

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

33. NON-SOLICITATION:

Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other party in relation to the project or entice or attempt of entice either directly or indirectly any person employed by TSTS to leave the employment of TSTS, during the subsistence of this agreement and until a period of 24 months has expired after the termination or expiry of this agreement.

34. ARBITRATION:

In the event of any dispute, differences or controversy between the Parties to this agreement in connection with or arising out of this Agreement, the parties shall first endeavor to cooperate to resolve the dispute or controversy by mutual consultation and agreement. In the event that the dispute or event is not resolved by mutual consultation and agreement, the same shall be referred to the Arbitration according to the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Hyderabad. Language of the arbitration shall be English.

35. AUTHORITY:

Each signatory to this Agreement represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly complied with.

The parties to this Agreement have set their hands on the day mentioned here above.

SIGNED AND DELIVERED
by the within named party
i.e., under the hand of i.e. **TSTS.**

SIGNED AND DELIVERED
by the FRANCHISEE
under the hand of

Shri _____

Shri _____

Witness:

Witness:

1. (Name and signature)

1. (Name and signature)

2. (Name and signature)

2. (Name and signature)

- * In case of a Company the Board Resolution shall be obtained duly authorising the FRANCHISEE to enter into the Agreement and authorising any official to sign on behalf of the Company. In case of a partnership all the partners shall sign or any one duly authorised by all shall sign.
-

Annexure-1

Operational Procedure for TSTS Franchisee

1. Franchisee should keep their premises neat and clean.
2. Necessary documents should be maintained in the notice board.
3. Minimum system configuration should be maintained.
 - a) Latest processor
 - b) Min 2 GB Ram, Recommended 4GB
 - c) Laser Printer
 - d) Scanner
 - e) Color Printer for Ration card printing
 - f) Lamination machine
 - g) Windows XP Professional SP3 OS with Internet explorer 7 version(Only some features are working in higher versions)
 - h) High backup UPS preferable
 - i) Licensed Antivirus software should be maintained.
4. Remove temporary files and unnecessary softwares for better performance.
5. Header and Footer should be empty in page setup.
6. Standby Laser tonner should be maintained to avoid printing problems.
7. All the franchisees should have Team Viewer for remote assistance.
8. Take guidance from your District Executive for renewal of Agreement before 15 Days with proper attachments to avoid delay.
9. Meeseva, Ration card and Pre-Printed Stationery stock should be procured well in advance by placing indent through TSTS portal.
10. Before conformation in any service please check twice and confirm the same with customer/applicant to avoid wrong transactions.
 - To avoid reversals/refunds/corrections:
 - a) Check unique number, amount of the particular service for utility bill payments.
 - b) Check all the details as per the notification for Fee Payment services.

- c) While filling please confirm with applicant or with relevant certificate.
11. In case of transaction failure due to technical problems, check “**Transactions Report**” in operator login page whether the transaction is happened or not, then only do the same transaction.
 12. To Upload documents size should be less than 2MB for Meeseva Services.
 13. Give proper response to the citizens and guide the illiterate people for filling the application.
 14. If any customer behaves in rude manner, immediately inform to your District Executive. Do not argue with the customers.
 15. Maintain center timings to avoid complaints.
 16. Usage of Digital Certificate is only through Digital Key. Due to this you will get more advantages.
 17. Regularly browse the Message Board and follow accordingly.
 18. Check your daily balance details regularly in your admin login. Where you will find commissions, reversals, day wise transaction amount etc., for crystal clear account maintenance.
 19. Soon after getting the commission, please take a print copy of Franchisee commission Report. Which is used for IT Returns filing.
 20. In SDP Distribution limit the **Available Cash Limit for Distribution** should not be negative.
 21. For any help contact the call center no **040-45676699** only and introduce yourself by your name and Channel ID.
 22. We had automated computerized call center facility. Where at a time 7 calls can be handled and remaining calls will be in a queue. There is no avoiding of calls and each attended/not attended calls will be recorded.

Annexure-2

CENTRE to be placed as per the below Specifications and Guide Lines.

1) Look and Feel

a. Centre Premises

- A Centre with one Counter should be at least 150 SFT and 4 chairs should be available for Customers to sit
- A Centre with two Counters should be at least 200 SFT and 5 chairs should be available for Customers to sit
- A Centre with three Counters should be at least 300 SFT and 6 chairs should be available for Customers to sit
- Space should be earmarked only for TSTS Center activities. For any other activities in the center, additional space is to be provisioned.
- The room should have cement flooring, RCC roof and brick cement / stone cement walls without any water leakages from any side.
- The room should have good ventilation and light with good space outside for parking, display boards, etc

b. Centre Colour patterns

Internal

- The wall behind the counters should be painted with Bison emulsion shade – 2D0631 of Berger Paints Color (Dark color).
- All the other three walls should be painted with Bison emulsion shade – 2P0609 of Berger Paints color (Light Color).
- The ceiling to be painted with white color.

External (Front Elevation)

- The entire top portion of the entrance (where sign board will be erected) to be painted with Walmasta emulsion Shade – 2D0631 of Berger Paints color (Dark Color)
- The remaining walls (out side walls) to be painted with Walmasta emulsion shade – 2p0609 of Berger Paints color (Light Color).

c. Boards ([To download the softcopy of the Boards click here](#))

- **Citizen Charter board:** Board should be made of plywood and the services list along with rates and delivery time for each service should be printed on flexi and pasted on the board. Size of the board should be 5'L x 3'W.
- **Notice Board:** Should be in the size of 5'L x 3'W
- **Logo Board:** Should be in the size of 2'W x 1'5"L
- **Sign Board:** Centre should have a Sign Board of size 5'L x 2'5"W with iron frame.

d. Tables

- **Counter Table:** Table should be in brown color and should be made of pre-laminated particle board. Thickness of top 25mm and rest 18mm, duly hedge bound with 2mm PVC Tape, one draw, one shutter, particle board key board tray, table dimensions are 5'L X 2'6"W x 2'6"H.

- **Side table:** Table should be in brown color and should be made of pre-laminated particle board. Thickness of top 25mm and rest 18mm, duly hedge bound with 2mm PVC Tape, two shutters, provision for lock and key, table dimensions are 2'6"L X 1'6"W x 2'6"H
- **Operator chair:** Re-enforced pipe frame with PU molded seat & back; well rounded Polyurethane arms
- **Chair for the citizen:** Black epoxy powder coated metal chairs

2) IT Infrastructure:

Sl.No.	Item	Description
1	Computer	Minimum requirements: Intel Pentium Dual Core 3.0 Ghz / 512 MB RAM / 80 GB HDD/ Intel 945 MBB / DVD Combo / 15 " Color Monitor
2	Laserjet Printer	12 PPM / USB Connectivity
3	Scanner	Flatbed Scanner external USB scanner
4	Web Camera	External Web Camera
5	UPS with 4 Hours Backup	With 4 hrs backup
6	Digital Certificate and Token Key	Digital Signature Certificate and Token Key
7	Internet Connectivity	Brad band with minimum 512 KBPS speed

3) Other infrastructure:

A rubber stamp has to be prepared by all the operators in the following lines.

Operator Name
 Operator Code
 Location/Village/Town/City
 Name of the Mandal
 District

This stamp has to be stamped at the back of the document below the declaration and after the signature.

The signature should come just above the stamp.

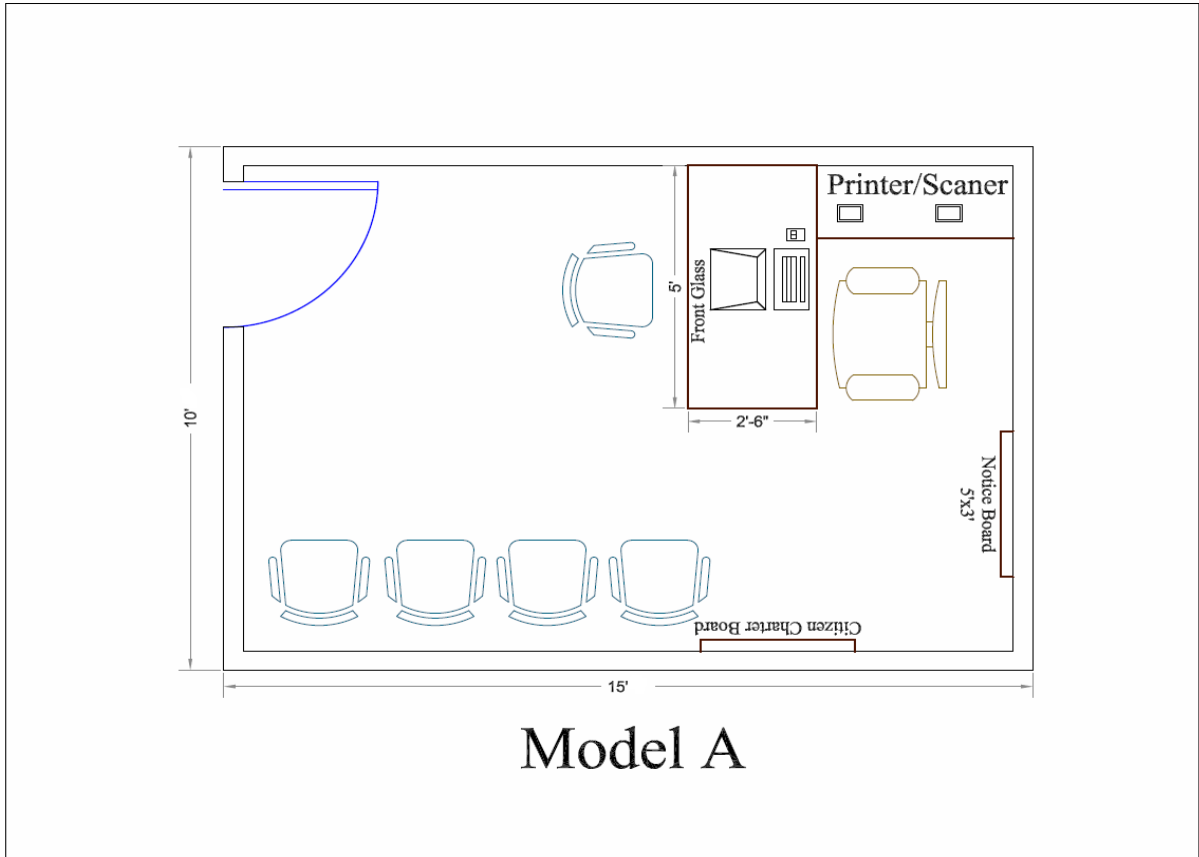
4) Photographs:

After paintings and fixing of boards, photographs of inner view and the front view have to be taken and send the softcopies of the photographs to TSTS.

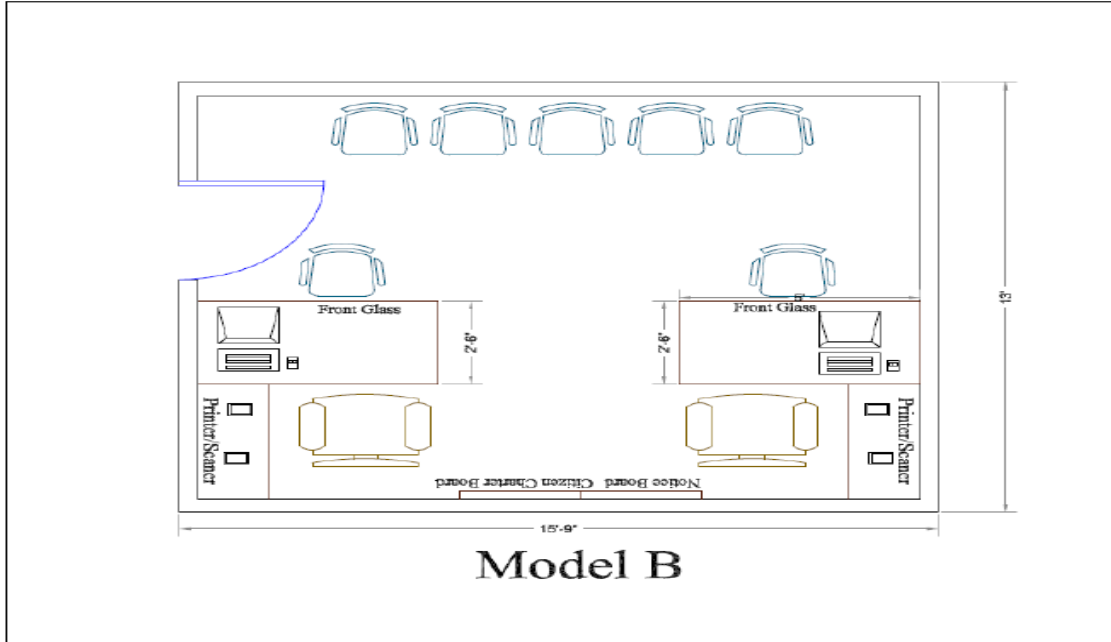
Note:

Franchisee's who doesn't follow all the specifications mentioned above, TSTS reserves the right to suspend the services and/or contract agreement.

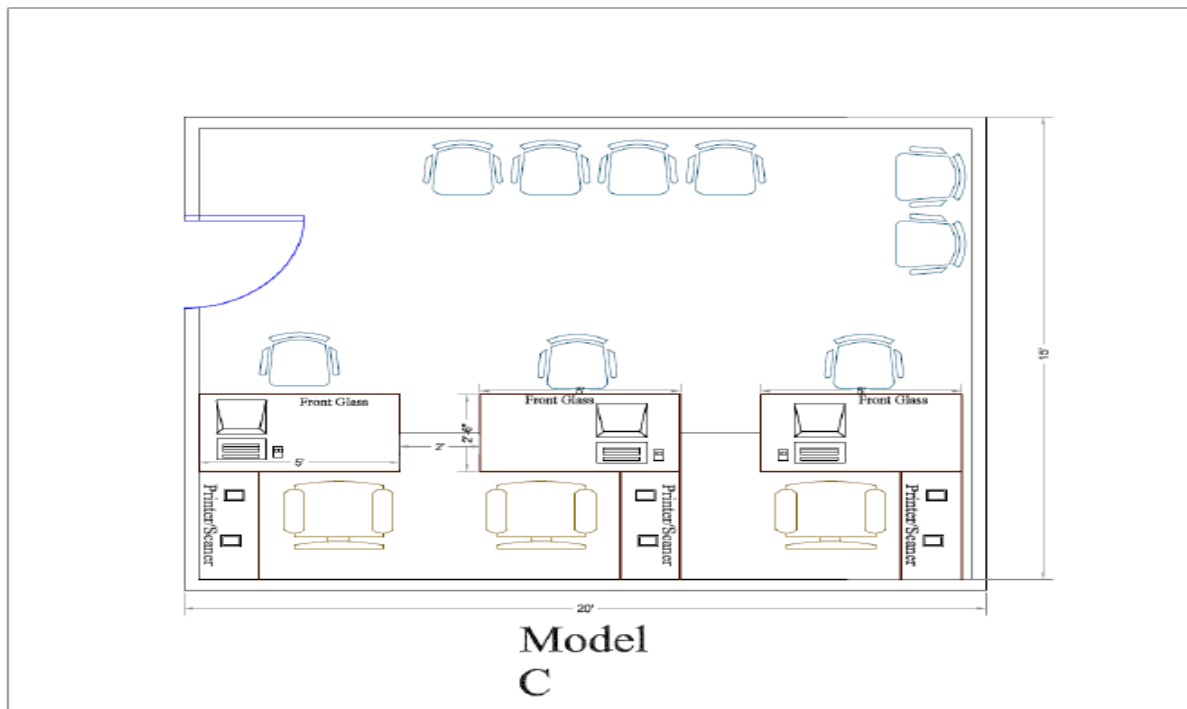
Single Counter TSTS Centre Physical Layout



Two Counter Kiosk Physical Layout



Three Counter Kiosk Physical Layout



Annexure-3

Responsibilities of Franchisee:

1. Following amounts to be paid to TSTS Ltd. based on area per year while entering into Agreement

Non refundable Annual Maintenance Charges	Refundable Interest Free Security Deposit
GHMC – Rs.10,000/-	Rs.20,000/-
Others – Rs.5,000/-	Rs.10,000/-

2. The service charges payable to Franchisee shall be as per Govt. Policy. The Service Charges payable to the Franchisee's are subject to change from time to time which will be intimated to the Franchisee's whenever there is a change in that regard. TSTS does not commit itself or promise for provision of any work or specific work for any specific period under this Agreement. The lists of services to be offered by Franchisee's are subject to change at any time or from time to time at the sole discretion of TSTS.
3. TSTS shall pay the service charges to Franchisee once a month, after the reconciliation/verification which includes verification of the transaction as regards to reversal, duplicate and wrong transactions etc. and subject to receipt and realization of corresponding amounts.
4. Auto Top-UP: Franchisee need to open a Bank account with Internet Banking Facility to transfer amount electronically to TSTS account for getting corresponding Top-UP to do transactions.
5. Strict legal action will be initiated against those Franchisee's who collect service charge from the customers / citizens over and above the amount specified in the receipt.
6. If Franchisee does not renew the service contract after the completion date or if the Franchisee stops working then the Franchisee has to return all necessary Documents and obtain No Dues Certificate from TSTS.

SIGNED AND DELIVERED
by the within named party
i.e., under the hand of TSTS.,

SIGNED AND DELIVERED
by the **FRANCHISEE**
under the hand of

Shri/Smt./Ms. _____

Shri/Smt./Ms. _____

Annexure 4
Service charges payable to Franchisee

Service	Amount	Franchisee
Meeseva Services (Cat. A and Cat. B)	Post deduction of taxes and Infra, Department, Statutory charges	70%
Central Portal Services	Post deduction of taxes	70%
Non Meeseva (TSOnline Services) ★	On par with TSONline franchisees	80%
Third party services	Post deduction of taxes	65%

Annexure 5
Details of Security Deposit and AMC

Annual Maintenance Charges	
for GHMC	Rs 10,000/-
others	Rs 5,000/-
Refundable Security Deposit	
for GHMC	Rs 20,000/-
Others	Rs.10,000/-