

167

Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2023

Certificate No. E0S2023A1261
GRN No. 98229101



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

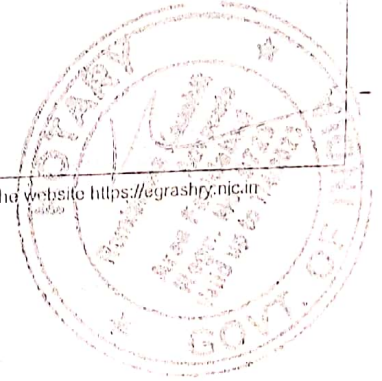
Name: Hallparty Platforms Private limited
H.No/Floor : 572 Sector/Ward : 19 LandMark : Na
City/Village : Faridabad District : Faridabad State : Haryana
Phone: 95*****95



Buyer / Second Party Detail

Name : Aditi Mahavidyalaya
H.No/Floor : X Sector/Ward : X LandMark : Delhi auchandi road
City/Village: Bawana District : Delhi State : Delhi
Phone : 95*****95

Purpose : CO BRAND AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

CO-BRAND AGREEMENT

BETWEEN

HALLPARTY PLATFORMS PRIVATE LIMITED

AND

ADITI MAHAVIDYALAYA

Kamla Sharma
Principal
Aditi Mahavidyalaya
Block Redington / University of Delhi
Bawana, Delhi-110039/Bawana, Delhi-110039

166

INSTITUTIONAL PARTNERSHIP CO-BRAND AGREEMENT

This Institutional Partnership Co-brand Agreement ("Agreement") is entered on the 19th day of January, 2023 and shall be effective with effect from the 19th day of January, 2023 ("Effective Date"):

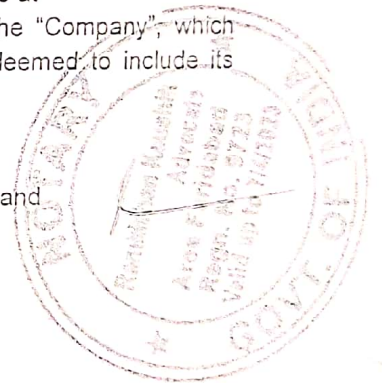
BETWEEN

Aditi Mahavidyalaya, is an esteemed educational institute established in 1994 in India, with a registered address at Delhi Auchandi Road, Bawana, New Delhi, India, (hereinafter referred to as "Institute").

AND

Hallparty Platforms Private Limited, a private limited company incorporated in India under the Companies Act, 2013, (CIN: U72501HR2021PTC099596) having its registered office at 572, Sector 19, Faridabad, Haryana, Pin - 121002 (hereinafter referred to as the "Company"; which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors, Affiliates, and assigns).

[Institution and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties"]



WHEREAS,

- A. The Company is inter alia, engaged in the business of developing, owning, operating, providing, and maintaining technology on digital platforms, educational platforms, payment solutions, consumer solutions, mobility solutions, security solutions, and other technology solutions which enable customers to access various financial and consumer services and products offered by third-party service providers in India or such other business as the Company may carry out from time to time;
- B. The Institute is an esteemed reputed educational institute in India offering some of the best educational services with the best educational, pedagogical, and operational practices;
- C. The Company inter-alia has represented to the satisfaction of the Institute, its capability to deliver Services including those rendered as a result of third-party partnerships, as desired by the Service Recipient;



Manita Bhanu
 Associate Professor, School of
 Education, Aditi Mahavidyalaya
 Delhi Road/Jamuna/University of Delhi
 New Delhi - 110007
 11/1

1.7 'Customer' shall include all Persons introduced to the Company by the Institute for the issuance of any educational, financial, or any other products, as may be applicable, pursuant to this Agreement;

1.8 "Financial Products" shall mean individual and the exhaustive collection of services and products pertaining to banking, including but not limited to storing of money, payments, transactions, lending, insurance, or any other financial product or service provided by the Company to the institute which may or may not be rendered through a partnership with a third party;

1.9 'Intellectual Property Rights' means and includes all copyrights, designs, inventions, patents, service marks, trademarks (in each case, whether registered or arising at common law or its overseas equivalent) or applications for any of these, formulations, trade/brand names, business names, logos, discoveries, trade secrets, know-how, source code, object code, technical information, commercial and financial data and all other intellectual property rights (whether or not registered);

1.10 'RBI' means the Reserve Bank of India;

1.11 In this Agreement, unless the contrary intention appears:

1.11.1 'agreement'/'document'/'undertaking'/'deed'/'indenture'/'writing' includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto;

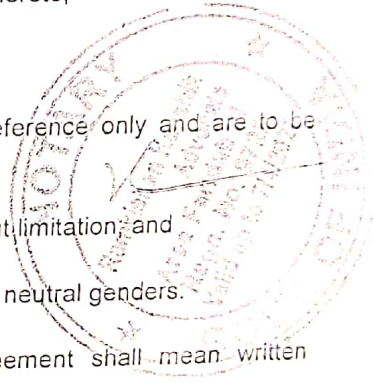
1.11.2 the singular includes the plural (and vice versa);

1.11.3 the headings in this Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting this Agreement;

1.11.4 reference to the words 'include' or 'including' shall be construed without limitation; and

1.11.5 reference to a gender shall include references to the female, male and neutral genders.

1.11.6 Any consent/approval by Company as required under this Agreement shall mean written consent/approval.



2. APPOINTMENT

2.1 The Institute hereby appoints the Company to provide all the services as detailed in the agreed Memorandum of Understanding and other mutual agreements) ("Services"). The Company confirms and undertakes that it shall perform all acts, deeds under this Agreement in a diligent and efficient manner and agrees to employ reasonable care and best efforts to meet the Institute's specifications and standards, as applicable.

3. DUTIES AND OBLIGATIONS OF THE COMPANY

3.1 The Company shall take all the following measures to protect the interests of the Institute and end Customers.



Manita Kaur
Director
MALLPARTY PLACEMENTS PVT. LTD.
101, Sector 17, Gurgaon, Haryana

163

3.2 The Company shall ensure that each of its sub-contractors and third-party partners complies with all statutory and/ or business guidelines prescribed by the Company for providing services and for the protection of the interests of the Institute and end Customers.

3.3 The Company shall ensure that its sub-contractors and third-party partners undertake activities in compliance with RBI guidelines and terms and conditions of this Agreement and in case of a complaint received from the end consumers of Services or by the Institute, then the Company shall engage in preventive measures, suo moto, take required action against such sub-contractors or partners and the Company shall keep the Institute informed of the action taken against the relevant agents from time to time.

3.4 The Company shall disclose all important terms and conditions on its website, mobile application, brochure, pamphlet, or chart and make them available at the premises of the Institute.

3.5 The Company shall put in place a formal, publicly disclosed customer grievance redressal framework, including designating a nodal officer to handle the customer complaints/grievances, the escalation matrix, and turn-around times for complaint resolution. The complaint facility, if made available on the website/mobile, shall be clearly and easily accessible.

3.6 The Company shall create sufficient awareness and educate customers in the secure use of the Products, including the need for keeping passwords confidential, procedures to be followed in case of loss or theft of card or authentication data, or if any fraud/abuse is detected, etc.

3.7 The Company shall clearly outline the amount and process of determining customer liability in case of unauthorized/fraudulent transactions involving Products, including the Department of Banking-Regulation, RBI's circular DBR.No.Leg.BC.78/09.07.005/2017-18 dated July 6, 2017 on Customer Protection – Limiting Liability of Customers in Unauthorized Electronic Banking Transactions.

3.8 The Company shall cooperate in good faith to correct any practice, which is found to be deficient during the audit by the RBI or any third-party partner within a reasonable time after receipt of the audit findings.

3.9 The rights specified in this Clause shall also be available to and exercisable by RBI. The Company recognizes the right of the RBI to inspect/cause an inspection to be made and its books and accounts by one or more of its officers or employees or other persons.

3.10 The Company agrees to employ reasonable care and diligence and best efforts to meet Institute's deadlines, specifications, and standards, as applicable.

3.11 The Company shall nominate a competent supervisor having appropriate experience and/or qualification who shall be available for any communication, engagement, or complaint redressal for the Institute at times when the services are being provided by the Company under this Agreement.

3.12 Unless otherwise expressed, the Company representative shall meet with the Institute personnel to discuss and review the progress status of the provision of the Services on a regular basis or as and when required by the Institute.



Manita Khan
Associate Professor/Principal
BBA, Institute of Banking & Finance
Dr. Bhanu Prasad University of Delhi
New Delhi, India-110007
10

4. RIGHTS GRANTED TO THE COMPANY

4.1 The institute grants the right to the Company and its designated partners to use its logo, name, and trademarks to be used for collaterals on the Banking Cards, Student Cards, Hardware installations, and screens on apps, websites, and other software products and marketing materials, notices, documents, brochures, booths, stalls upon approval (verbal or written) from designated members of the administrative body of the Institute.

4.2 The institute grants the right to the Company to rightfully and responsibly communicate, engage, market to, and redress complaints from the customers as per applicable laws for providing the designated services as per the agreement and to continue providing further services to these customers and their referrals until they deem useful, including beyond their individual terms of engagement with the institute. The Institute also grants this right to be extended to third-party partners including but not limited to those deemed to be Banks, Non-Banking Financial Companies, or Financial Companies or Institutions strictly to provide financial and banking or other services to the Customers.

4.3 The Institute grants the right to the Company to rightfully peruse the customer data provided by the Insitute or by the Customers themselves either explicitly by consenting to or through the process of using the Company's products or services to provide the best services to the Customers. Also, the Company reserves the right to share the customer data or access with third-party partners including but not limited to those deemed to be Banks, Non-Banking Financial Companies, or Financial Companies or Institutions strictly to provide financial and banking or other services to the Customers.

5. MISCELLANEOUS

5.1 This Agreement will bind the successors and permitted assigns of the Parties and each Party shall ensure the benefit of other Party's successors and assigns.

5.2 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed; in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

5.3 No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.4 The Parties shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate, or reasonably requested to carry out or evidence the transactions contemplated hereby.

5.5 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality, or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality, or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by the Applicable Law.



Manita Khosla
Deputy-Principal
श्री श्री महाविद्यालय / Aditi Mahavidyalaya
Bach. Bahadurgarh / University of Delhi
Campus, Road-110039/Bawana, Delhi-110039
48

161

5.6 Each Party hereby agrees that this agreement may be signed electronically and will have the same legal enforceability, validity, and admissibility as of the manual signatures. OR, If this Agreement is signed manually in counterparts, each counterpart shall be deemed to be an original.

6. ARBITRATION

6.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts at Haryana in connection with any dispute arising out of or in connection with this Agreement.

6.2 In the event of a dispute, difference, or claim between the parties hereto, arising out of this Agreement or in any way relating hereto, or any term, condition, or provision herein mentioned or the construction or interpretation hereof or otherwise in relation hereto, the parties shall first endeavor to settle such difference, dispute, claim or question by mutual discussion, failing which the same shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time or its re-enactment (the "Arbitration Act"). The Dispute shall be resolved by an arbitral tribunal ("Tribunal") composed of three arbitrators, one of whom shall be appointed by each Party within 30 days from the date on which reference of any Dispute is raised. The third arbitrator shall be selected by the mutual agreement of the first two arbitrators within 30 days after the last of the first two arbitrators has been appointed. The arbitration shall be conducted in the English language. The arbitration proceedings shall be conducted in Haryana, and the award of the Tribunal should be reasoned.

7. COMMUNICATION

7.1 Any notice or communication under or in connection with this Agreement shall be in English language and will be given or sent by mail, courier or by personal delivery at the respective addresses of the parties set out as below:

Company Address - 572, Sector 19, Faridabad, Haryana, Pin - 121002

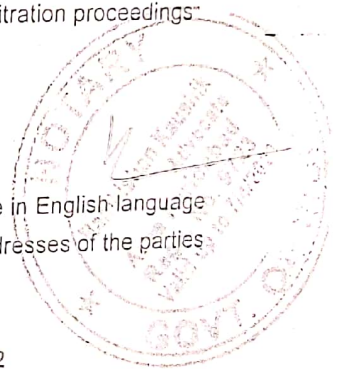
Institute Address - Aditi Mahavidyalaya, Delhi Auchandi Road, Bawana, New Delhi, India

7.2 From time to time, the company and the Institute may jointly add or amend the aforementioned addresses, such addition or amendment shall be in writing.

8. WHISTLE BLOWER POLICY

8.1 The Institute should highlight to the Company any wrongdoings/concerns observed while dealing with the Company, upon observing any such discrepancy.

10. FORCE MAJEURE AND EVENTS BEYOND CONTROL



Signature: Manoj Sharma
Principal
Aditi Mahavidyalaya
Auchandi Road, Bawana, New Delhi-110030

and
iversity
, Con.

10.1 If the performance by any Party, of any of its obligations hereunder, is in any way prevented, interrupted, or hindered due to a fire, earthquake, flood, epidemic, strike, lockout, labor controversy, riot, civil disturbance, war, civil commotion, the act of God, the act of terrorism, court order, labor dispute, which is beyond the control of such Party ("Force Majeure Event"), the due date of performance of the affected Party's obligation under this Agreement shall be extended until the effect of such a Force Majeure Event has ceased. Provided that the Party so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to a normal level as quickly as possible whenever such causes are removed. The affected Party, which has been prevented from performing the obligation, shall notify the other Party of the Force Majeure Event forthwith. The affected Party shall not be liable for any breach or non-observance of this Agreement on account of a Force Majeure Event.

10.2 The Company provides its services in conjugation with multiple third-party partnerships that are subject to delay, discontinuities, termination, pricing fluctuations, supply fluctuations, change of laws, and change of regulations. In case of any hindrance to providing services due to any events beyond control affecting key partnerships, the Institute absolves the Company of temporary delays or effects on performance standards. Provided that the Company so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to a normal level as quickly as possible whenever such causes are removed. The Company if affected shall notify the other Party of any such events forthwith.

IN WITNESS WHEREOF, the Institution and the Company have caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Manita Sharm

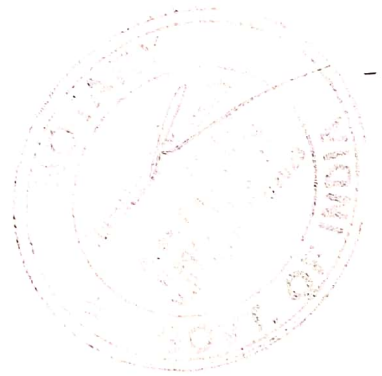
Aditi Mahavidyalaya
(The College)
Designation: Principal

HALLPARTY PLATFORMS PVT. LTD.

ML

Director

Hallparty Platforms Private Limited
(The Company)
Represented By: <Signatory>
Designation: <Position>



मैंने इस दस्तावेज़ पर अंकित
संकेतों को अपने हाथों से अंकित किया है
जिसका अर्थ है कि मैं इस दस्तावेज़ को
सही ढंग से समझता हूँ।

Manita Sharm
Principal / Professor
Aditi Mahavidyalaya
University of Delhi
Delhi-110039

31 JAN 2023