

24-Dec-2018

Ownership Change Rules

01. Short Title and Commencement

These rules may be called as "Ownership Change of ITGK Rules, 2018". These Rules shall be effective from 1st day of Jan, 2019.

02. Definitions

- a) ITGK- Means Information Technology Gyan Kendra established through Service Providers and duly authorized by RKCL for run of its courses / programs.
- b) Competent Authority means "Managing Director"
- c) Ownership Change Approval Committee (OCAC) - Means a Committee Constituted by Managing Director to validate the ownership change request and provide its recommendation.
- d) Existing ITGK means (Transferor) ITGK, who wants to transfer his / her ITGK to another owner.
- e) New ITGK - Means any new ITGK (Transferee) who wants to take over existing ITGK under his / her own ownership.
- f) Assets- Means all the dues as recoverable from RKCL including Security Deposit , if any
- g) Liabilities- Means all the dues as payable to RKCL

03. Procedures of Ownership Change of an ITGK

- a) An existing ITGK shall submit an online request (on MYRKCL or any other platform as suggested by RKCL) along with following documents of **new ITGK**:
 - o Cancelled cheque
 - o Copy of PAN Card
 - o Board resolution (provide new ITGK is not an individual)
- b) On successful submission, an SMS shall be sent to existing ITGK, New ITGK and Service Provider intimating initiation of ownership change process.
- c) Existing ITGK shall pay the requisite ownership change fee to RKCL on the portal.
- d) All such requests will be passed on to OCAC who will meet once in 2 weeks (this frequency can change as per need and as determined by the committee) to review and verify all pending ownership change cases. The committee will provide its recommendation (provisional approval / reject) online. This will trigger an SMS to existing ITGK, new ITGK and Service Provider.
- e) Post application is provisionally approved by RKCL (OCAC), existing ITGK shall upload tripartite agreement (as per prescribed format given below) duly seal and signed by all three parties (existing ITGK, new ITGK and Service Provider) on the letterhead of new ITGK.
- f) OCAC shall take offline approval from Managing Director before final approval of Ownership change of an ITGK and in case of Non availability of Managing Director post facto approval may also be obtained.
- g) The OCAC then finally approve the ownership change application on the portal, which shall be effective from date of final approval by OCAC. This will trigger an SMS to existing ITGK, new ITGK and Service Provider.



- h) Once final approval is done, access of existing ITGK to all RKCL portals and services will be stopped with immediate effect and a message will be sent to new ITGK to generate the password of the portal.
- i) After generating new password, services will be available to new ITGK.
- j) RKCL may change the above process as per requirements from time to time.

04. Other Terms & Condition

- a) The existing ITGK (Transferor) / initiating ITGK will deposit Rs. 5000 fee (including GST) online while initiating ownership transfer online at MYRKCL. RKCL may change the fee for Ownership change from time to time, if required.
- b) The existing and New ITGK (both) shall agree that any pending dues including Security Deposit (if any) towards RKCL shall only be credited on latest bank A/c details available at the time of disbursement of ITGK share/Security by RKCL under said ITGK code
- c) Existing ITGK shall be fully responsible or liable of all his past acts, however any financial recovery arises after ownership change shall be recovered from New ITGK by RKCL.
- d) Any Statutory liabilities arises regarding Income Tax, Capital Gain Tax, Service Tax, GST, ESI, PF, TDS ,VAT etc. shall be paid by mutual consent by both the ITGK , RKCL shall not be liable for any such defaults or liabilities .
- e) The New ITGK shall be liable to get admission in remaining period of calendar year to achieve minimum prescribed admissions to make eligible ITGK for renewal or shall be liable to pay any penalty due to short admission. Existing ITGK shall disclose the remaining minimum admission count which needs to be done by new ITGK along with remaining period of next renewal.
- f) The existing ITGK shall inform new ITGK about complete history of ITGK since its inception e. g. past admissions, past penalties, past awards, past blocks etc.
- g) Only existing Bonafide ITGK is eligible for transfer the ITGK to new ITGK. If even after final approval of Ownership by RKCL, if any facts are found wrong or misleading, RKCL may cancel the ownership change without making any refund of ownership change fee. In addition RKCL may take action against the ITGK for providing incorrect / illegal information or misleading RKCL on facts and information.
- h) In case of ownership change from Individuals to any other category such as Company, Partnership, AOP, Society, Trust, OPC, HUF then the Bank Details & PAN Number shall only be allowed of New ITGK (organization). (The Bank Details & PAN Number of any Director, President, Trustee, Secretary, Karta, and Partner shall not be allowed). These rules shall also be applicable in case of ownership change is from one organization to another organization i.e. non proprietorship case.
- i) In case New ITGK is other than Individual a Board Resolution / Consent letter of another Partner is must to give effect of taking over the business of existing ITGK.
- j) The existing ITGK shall not use RKCL's name or ITGK code or run the RKCL courses / programs in any other name or location with same code after approval of ownership change by RKCL.
- k) The New ITGK shall provide pending services to all Learners who were registered by Existing ITGK. In no way / manner, existing Learner shall get impacted.
- l) The terms of existing agreement between existing ITGK and Service Providers shall be equally binding / applicable on New ITGK.
- m) The existing ITGK, new ITGK and Service Provider shall sign a tripartite agreement, as per draft provided by RKCL, to give effect to the ownership change.
- n) This process shall be done only through online mode on MYRKCL or any other utility as developed / provided by RKCL. No manual application shall be entertained by RKCL in this regard unless specified by RKCL.

Ashley

Agreement to be executive between existing ITGK, new ITGK & Service Provider

This agreement is executed today at -----on this -----day of -----among following

01. M/s -----having ITGK code -----and address -----
-----through its Proprietor/Partner/President/Karta/Managing Director/Other (specify)
hereafter called as **"Existing ITGK"** which expression shall mean and include its successors and
assignees)
02. M/s -----having ITGK code -----and address -----
-----through its Proprietor/Partner/Président/Karta/Managing Director/Other (specify)
hereafter called as **"New ITGK "** which expression shall mean and include its successors and assignees)
03. M/s -----Service provider of "Existing ITGK which expression shall mean and
include its successors and assignees)

Whereas

An agreement was executed between existing ITGK and Service provider to create and manage RKCL's Authorized Information Technology Gyan Kendras (ITGKs) in the state of Rajasthan, empowered by authorization given by RKCL from time to time in this regard.

WHEREAS existing ITGK has expressed its interest and desire to the Service Provider to run RKCL's authorized ITGK with the terms and conditions contained in agreement including EOI document under the guidance of the SP as per RKCL norms applicable from time to time.

Under existing agreement, the RKCL, ITGK and VMOU shall be responsible to conduct RS-CIT Course. RKCL has executed and may revise time to time if so required, an MoU with VMOU for necessary terms and condition for conducting the RS-CIT course through ITGK including examination, prescribing the curriculum, course delivery mechanism, internal assessment, Learning facilitation re-examination etc., and RKCL has also executed agreement with Service provider (SP) to create and manage ITGKs and sign agreement with ITGKs.

Each party shall fulfill its own responsibility towards providing services to the students for completing the course and retain its own part in course fee, however for course other than RS-CIT, RKCL may make necessary arrangement with Education Partners, Software providers, Course Material procurements, Content Providers or any other requisite arrangements as applicable.

Now the existing ITGK wishes to transfer ownership of its ITGK to new ITGK and further new ITGK has agreed to take over and run authorized ITGK of RKCL and adhere to the rules, policies and norms as designed and developed by RKCL from time to time and communicated through Service Provider, regarding all matters related to RS-CIT and any other programs /courses including its curriculum, academic delivery methodology, course fees including Internal Assessment/examination fees and re-examination fees, Learning facilitation fee Course material charges, faculty Examination Fees, time-tables/schedules of batches, Examination dates, evaluation and certification methodology and SLA norms.



The new ITGK has understood and accepts that all the terms and conditions of original agreement as executed by and between existing ITGK and Service providers shall be applicable as it is on new ITGK and is duly accepted by new ITGK and shall be equally binding on both new ITGK and its Service Provider.

Further the existing & new ITGK have fully understood and accept the followings:

- a) The existing ITGK (Transferor) / initiating ITGK will deposit Rs. 5000 fee (including GST) online while initiating ownership transfer online at MYRKCL.
- b) The existing and New ITGK (both) shall agree that any pending dues including Security Deposit (if any) towards RKCL shall only be credited on latest bank A/c details available at the time of disbursement of ITGK share/Security by RKCL under said ITGK code
- c) Existing ITGK shall be fully responsible or liable of all his past acts, however any financial recovery arises after ownership change shall be recovered from New ITGK by RKCL.
- d) Any Statutory liabilities arises regarding Income Tax, Capital Gain Tax, Service Tax, GST, ESI, PF, TDS ,VAT etc. shall be paid by mutual consent by both the ITGK , RKCL shall not be liable for any such defaults or liabilities .
- e) The New ITGK shall be liable to get admission in remaining period of calendar year to achieve minimum prescribed admissions to make eligible ITGK for renewal or shall be liable to pay any penalty due to short admission. Existing ITGK shall disclose the remaining minimum admission count which needs to be done by new ITGK along with remaining period of next renewal.
- f) The existing ITGK shall inform new ITGK about complete history of ITGK since its inception e. g. past admissions, past penalties, past awards, past blocks etc.
- g) Only existing Bonafide ITGK is eligible for transfer the ITGK to new ITGK. If even after final approval of Ownership by RKCL, if any facts are found wrong or misleading, RKCL may cancel the ownership change without making any refund of ownership change fee. In addition RKCL may take action against the ITGK for providing incorrect / illegal information or misleading RKCL on facts and information.
- h) In case of ownership change from Individuals to any other category such as Company, Partnership, AOP, Society, Trust, OPC, HUF then the Bank Details & PAN Number shall only be allowed of New ITGK (organization). (The Bank Details & PAN Number of any Director, President, Trustee, Secretary, Karta, and Partner shall not be allowed). These rules shall also be applicable in case of ownership change is from one organization to another organization i.e. non proprietorship case.
- i) In case New ITGK is other than Individual a Board Resolution / Consent letter of another Partner is must to give effect of taking over the business of existing ITGK.
- j) The existing ITGK shall not use RKCL's name or ITGK code or run the RKCL courses / programs in any other name or location with same code after approval of ownership change by RKCL.
- k) The New ITGK shall provide pending services to all Learners who were registered by Existing ITGK. In no way / manner, existing Learner shall get impacted.
- l) The terms of existing agreement between existing ITGK and Service Providers shall be equally binding / applicable on New ITGK.
- m) The existing ITGK, new ITGK and Service Provider shall sign a tripartite agreement, as per draft provided by RKCL, to give effect to the ownership change.
- n) This process shall be done only through online mode on MYRKCL or any other utility as developed / provided by RKCL. No manual application shall be entertained by RKCK in this regard unless specified by RKCL.
- o) The Service Provider has verified, validated and authenticated facts and details of both existing and new ITGKs and found it to be satisfactory, correct and genuine. RKCL may take action against the Service Provider for misleading RKCL on facts and information.
- p) RKCL may change the fee for Ownership change from time to time, if required.



q) In case of any dispute, the Decision of Managing Director RKCL shall be final.

In witness whereof the parties have caused this agreement to be executed by their owner / authorized signatories on this ____ day of -----, 201__

Signed By:	Signed By:	Signed By:
() Company/firm: Existing ITGK	() New ITGK	() Service Provider
<i>In the presence of:</i>	<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation:	() Designation:	() Designation:
() Designation:	() Designation:	() Designation:

Ashay