

**Key points [FAQ] about iNstaFit EverClean®  
Readymade Septic Tank's (Toilet) Franchisee in India.**

**Q 01 – What is iNstaFit EverClean® Readymade Septic Tank (Latrine) and how it is useful for house owners or where it shall be used?**

The iNstaFit EverClean® Readymade Septic Tank is a new design of “on site human excreta disposal system” that does not require re cleaning at intervals. Every home owner needs this new type of Septic Tank (Latrine) as it takes very little time and space for installation.

**Q 02 - Why people should buy iNstaFit EverClean® Readymade Septic Tank (Latrine)?**

As this Septic Tank is based on recent research and development and have following advance features over conventional or old one:-

- A] - Does not require re cleaning at intervals.
- B] - Takes very little space or no extra space at all.
- C] - Takes very little time to install.
- D] - Not costly if compared with old or conventional designs.
- E] - Waste water after filtration may be reused if needed.
- F] - Re installation at another location is possible if required.
- G] - Does no pollute under ground water table.
- H] - Capacity of system may be increased with little efforts.
- K] - As major components are readymade, instant fitting at site is possible.

**Q 03 – What is the scope of this business opportunity?**

New houses are being constructed with new designs and latest technology every day and in every part of India and these houses need, off course a latest Septic Tank. The second point is, major part of Indian cities have not been connected to municipal sewer system and people are dependent on conventional individual Septic Tanks and those tanks need periodic cleaning at intervals and create problems. These iNstaFit EverClean® Readymade Septic Tanks are appropriate replacement of conventional septic tanks and better choice for new or old houses. Even municipalities may adopt this design and advice house owners to get installed this septic tank in between their toilet sheets and sewer lines, just to reduce the water consumption and cost of effluent treatment plants {EFT} or sewer treatment plants [STP].

**Q 04 - Are these Septic Tanks useful for residential property or commercial ones?**

We have different designs for different users. We have designs for houses and at the same time for hotels, schools, hostels, small colony to big townships.

**Q 05 – How may I get information about EverClean® Readymade Septic Tank?**

You need to visit our official website at <http://www.ReadymadeSepticTank.com> or <http://www.BindalTech.org> or <http://www.SepticTank.in> thoroughly or you may directly write or meet to Er P K Gupta (founder director and inventor) at Dehradun – India for further assistance.

**Q 06 – If I decide to start the business, what shall be the profit margins?**

The profit margins are pretty good and if you work properly, regularly and enthusiastically, you may earn Rs 300000/- (03 lacs) to Rs 600000/- (06 lacs) or more per year approx.

**Q 07 – What is the cost of iNstaFit EverClean® Readymade Septic Tank compare to other conventional tank already being used by home owners?**

The iNstaFit EverClean® Readymade Septic Tanks are not costly if compared with conventional Septic Tanks.

**Q 08 – How much I have to invest to start the iNstaFit EverClean® Septic Tank Franchisee?**

The complete details of agreement and financial matters have been posted at our official website at <http://www.BindalTech.org> and [www.toilet.bindaltech.org](http://www.toilet.bindaltech.org) and you need to click EverClean link and than Tech Agreement licence to get all technical and commercial details or scroll down and read this page up to last.

**Q 09 – What are other expenses towards equipments and training etc?**

The iNstaFit EverClean® Readymade Septic Tank system is so simple to install, there is no need of any special equipment or training etc.

**Q 10 – Are there any hidden cost to operate the franchisee?**

No, there is no any hidden cost if you follow our system of marketing to find the customer, but remember you need approx Rs 1000/- to Rs 2000/- per month for local travelling or petrol expenses etc.

**Q 11 – What about advertisement policy?**

There is no need of advertisement of any short in any media, if you follow our system of marketing to find customers but you are free to advertise it in any media at your own cost by using standard words provided by us.

**Q 12 – What protection against infringement does the franchiser offer?**

We have trademark protection in force and fresh patent have been filed.

**For any other assistance call Er P K Gupta (CEO), Dehradun – India at 09897227026 or visit us at <http://www.BindalTech.org>.**

**Read further for Technology Licensing Agreement -----**

# Technology licensing agreement

<http://www.bindaltech.org>

This agreement made on this -----the day of -----2010 / 2011 at Dehradun -  
Uttarakhand (India)

BETWEEN

**iNstaFit EverClean® Readymade Septic Tank Co.** founded and headed by Er P K Gupta son of Mr S P Gupta, resident of 107 - Kanwali, Near Bharat Petroleum, Dehradun - Uttarakhand (India), PIN 248001 hereinafter referred to as INNOVATOR and collectively PARTIES (the expression unless repugnant to the context shall include his agents, collaborators, representatives, nominees, administrators, executors, successors and assignee)

AND

Mr / Ms ....., son / daughter  
of .....resident  
of.....

.....  
And district..... hereinafter referred to  
as TECHNOPRENEUR, collectively the PARTIES (the expression unless repugnant to the  
context shall include his agents, collaborators, representatives, nominees, administrators,  
executors, successors and assignee)

WHEREAS the INNOVATOR has invented a new **Multi Cavity Auxiliary Chamber** of  
Septic Tank (Latrine) and is in possession of the know-how of a design called 'iNstaFit  
EverClean® Readymade Septic Tank System fitted with Multi Cavity Auxiliary Chamber'.

WHEREAS the TECHNOPRENEUR is desirous and has resources for manufacturing,  
marketing and installing '**iNstaFit EverClean® Readymade Septic Tank System  
incorporating the said Multi Cavity Auxiliary Chamber**'.

AND WHEREAS the TECHNOPRENEUR and INNOVATOR are desirous of entering into  
an agreement to enable the TECHNOPRENEUR to manufacture, market and install '**iNstaFit  
EverClean® Readymade Septic Tank System incorporates the said Multi Cavity  
Auxiliary Chamber**'.

WHEREAS the INNOVATOR of the 'Multi Cavity Auxiliary Chamber of Septic Tank' is  
willing to part with the trade secrets and relevant information to enable the  
TECHNOPRENEUR to manufacture, market and install '**iNstaFit EverClean® Readymade  
Septic Tank System incorporating the said Multi Cavity Auxiliary Chamber**', where in  
all necessary steps shall be taken by TECHNOPRENEUR for the protection of the trade  
secrets, confidential information and intellectual property rights (IPRs) of INNOVATOR.

NOW THEREFORE, in consideration of the financial situation and other mutual covenants  
and agreements herein contained, the parties hereby mutually covenant and agree as follows:

1. The TECHNOPRENEUR will be given access to all relevant confidential and technical information like required drawings, design data, all development and manufacturing details and other necessary relevant information of installation by innovator to enable the party to manufacture, install and incorporate the 'New Multi Cavity Auxiliary Chamber' with a iNstaFit EverClean® Readymade Septic Tank.
2. The TECHNOPRENEUR may involve (if required) the innovator during the process of installation of iNstaFit EverClean® Readymade Septic Tank incorporating the 'New Multi Cavity Auxiliary chamber'. During the course of this, innovator may be invited on time-to-time basis to the Technopreneur territory for involvement in the installation and product development for which TECHNOPRENEUR will take up the travel, food and stay expenses of first class and allowances @ Rs 2000/- per day.
3. The TECHNOPRENEUR agrees herein under to hold all the confidential and technical information and trade secrets in regard to the 'New Multi Cavity Auxiliary Chamber of Septic Tank System' in confident and use the same for the manufacturing, marketing and installing of 'iNstaFit EverClean® Readymade Septic Tank incorporating the New Multi Cavity Auxiliary Chamber' exclusively within the district..... of..... state of India.
4. Confidential information shall include the following but not limited to "CONFIDENTIAL INFORMATION" means all confidential business, financial, marketing or technical information of INNOVATOR or TECHNOPRENEUR, including the technical information disclosed in contemplation of this Agreement prior to the effective date of this Agreement, whether disclosed in oral, written graphic, machine recognizable, AutoCAD drawings blue prints (including computer programs or data bases), model, or sample form, or any derivation thereof. However, CONFIDENTIAL INFORMATION does not include information: (i) of which the receiving party ("TECHNOPRENEUR") was rightfully in possession prior to disclosure (ii) that was independently developed by employees or agents of TECHNOPRENEUR without regard or reference to the CONFIDENTIAL INFORMATION; (iii) that TECHNOPRENEUR rightfully receives from a third party not owing a duty of confidentiality to the innovator (iv) that is or becomes publicly available without fault of TECHNOPRENEUR; or (v) whose disclosure is required by order of a court or governmental authority, provided that TECHNOPRENEUR shall have been given timely written notice of such requirement and that Innovator shall cooperate with TECHNOPRENEUR to limit the scope and effect of such order.
5. The Parties hereby agree that the TECHNOPRENEUR shall have no right to transfer the confidential information or trade secrets or technological know how, of the Multi Cavity Auxiliary Chamber of Septic Tank System, to any third party under any circumstances without the prior written consent of the INNOVATOR.
6. That the TECHNOPRENEUR shall make payment to INNOVATOR in following way as technology licensing fee:
  - a. Payment of Rs. 50000/- (fifty thousand rupees) on the date of this agreement.
  - b. Payment of Rs. 100000/- (one lac rupees) on handing over of relevant drawings and other information related to Multi Cavity Auxiliary Chamber of Septic Tank.

- c. The TECHNOPRENEUR will, from the sale of said iNstaFit EverClean® Readymade Septic Tank incorporating the Multi Cavity Auxiliary Chamber, share 15% royalty on total turn over. The royalty shall be paid on quarterly bases and The TECHNOPRENEUR shall maintain an escrow account to accredit the total sale or turn over which shall be open any time for inspection and audit by INNOVATOR.
  - d. As these payments paid by TECHNOPRENEUR are for trade secretes, business methodology, exchange of confidential information and septic tank design disclosure, hence non refundable.
7. That the TECHNOPRENEUR shall maintain proper records as per the formats given by INNOVATOR and accounts of the total turn over or sale of the 'iNstaFit EverClean® Readymade Septic Tank system incorporating the Multi Cavity Auxiliary Chamber' and allow inspection & audit thereof to the INNOVATOR whenever needed.
8. The said agreement may be terminated by the breach of the terms and conditions of this agreement by either party herein above. If any of the payments remains overdue for max period of one month, the INNOVATOR shall have the right to terminate this agreement. The INNOVATOR shall reserve the right to terminate the said agreement with out any notice in advance in the following cases:-
  - A - If TECHNOPRENEUR being declared bankrupt.
  - B - If TECHNOPRENEUR is not able to show his precise turn over or sales record.
  - C - If TECHNOPRENEUR is not following terms and conditions of this agreement.
  - D - If TECHNOPRENEUR has not made any over due payment in time.
  - E- If TECHNOPRENEUR is not following the business module of INNOVATOR.
  - F - If TECHNOPRENEUR is not installing min. 99 numbers of Septic Tanks / year.
  - G - If TECHNOPRENEUR starts another business of same trade.
  - H - If TECHNOPRENEUR installs septic tank out side his territory.
  - J - If TECHNOPRENEUR recruits his own agents or franchisees out side his territory.
9. That on termination of the agreement by the parties, either, all right on the present iNstaFit EverClean® Readymade Septic Tank fitted with Multi Cavity Auxiliary Chamber and any of its variants developed afterwards will be reverted to the INNOVATOR and the TECHNOPRENEUR shall cease to use the confidential information and trade secrets therein, further TECHNOPRENEUR shall completely cease manufacturing, marketing and installation of the said 'iNstaFit EverClean® Readymade Septic Tank incorporating the Multi Cavity Auxiliary Chamber'.
10. That all notices to be given or served by either party on the other shall be sent by registered post acknowledgement due at the respective address as has been mentioned herein above of the concerned or at such duly notified address by either party by a similar notice.
11. That this agreement shall represent the first agreement between the parties hereto regarding the subject matter hereto and shall on and with effect from the date hereof supersede and replace any/all the terms of agreement/arrangements hitherto before entered into in his behalf between the parties hereto.

12. The TECHNOPRENEUR agrees to protect the intellectual property rights of the INNOVATOR and agrees to take adequate measures in terms of passing off or violation of intellectual property rights with respect to the said iNstaFit EverClean® Readymade Septic Tank incorporating Multi Cavity Auxiliary Chamber by any third party and the same shall be intimated with solid proofs to the INNOVATOR with out any delay.
13. The Parties hereby agree that the TECHNOPRENEUR shall take utmost efforts and arrangements to market and install minimum 99 numbers of the said 'iNstaFit EverClean® Readymade Septic Tank incorporating the Multi Cavity Auxiliary Chamber' in the territory exclusively licensed to it.
14. That this agreement shall be deemed to have made at Dehradun - Uttrakhand (India), and the money payable hereunder or pursuant thereto shall be paid in Indian National Currency i.e. Indian Rupees.
15. Any dispute or differences arising out of this Agreement or the interpretation thereof, and an attempt to resolve amicably between the parties shall be deemed to have failed as soon as one of the parties to the dispute so notifies the others in writing. Once the dispute is acknowledged in writing the dispute at the inception shall be heard by arbitration under the provision of Arbitration and Conciliation Act, 1996 of India and all the provisions of that Act so far as applicable or of any act of the legislature for the time-being in force and passed any modification thereof or any substitution thereof shall apply to every reference hereunder and under the jurisdiction of Dehradun court only.
16. That the TECHNOPRENEUR will ensure the production, marketing and installation of the 'iNstaFit EverClean® Readymade Septic Tank incorporating the Multi Cavity Auxiliary Chamber' will commence within 3 (three) months period from the date of execution of this agreement.
17. **The initial term of this agreement is for 3 years that may be further extended for any time period by mutual consent of both parties.** The Parties hereby agree that if the TECHNOPRENEUR is unable to produce, market and install the said device within 3 (three) month period the INNOVATOR reserves the right to terminate this agreement with out any written notice in advance.
18. THIS agreement will commence upon the date of the final signature and shall continue for 3 (three) years, until terminated as provided in termination clause. It will be reviewed and may be revised by the mutual consent of both parties by the issuance of a written amendment, signed and dated by both parties. Further this Agreement represents the full and final understanding between the parties hereto and merges and supersedes any and all other understanding, negotiations and agreements either written or oral with respect to the subject matter hereof. This Agreement may only be modified by written instrument signed by both the parties.

19. KEY OFFICIALS:-

ENTREPRENEUR	INNOVATOR	OTHERS

20. Each party will be liable for its own action and the actions of its employees. This liability includes loss, damage, and personal injury, including death, to each other property, employees' agents and contractors occurring in the performance of this agreement.
21. If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not effect or impair the validity or enforceability of the remaining provisions of this Agreement.
22. Unless otherwise specified, this Agreement shall be governed by the laws of India and the parties shall submit to the jurisdiction of the courts of that state and courts having jurisdiction on appeal there from.
23. TECHNOPRENEUR agree to install minimum 99 units (any users or mix) of iNstaFit EverClean® Readymade Septic Tank Systems fitted with Multi Cavity Auxiliary Chamber in one year time periods and Technopreneur also agree to take whole responsibility of quality of work executed by him.
24. All disputes if arises are subjects to Dehradun court jurisdiction only.

IN WITNESS WHEREOF, the authorized representatives of the parties have hereto set their hands upon the date, month and the year first above written.

SIGNED:-

\_\_\_\_\_ (signature)

Er P K Gupta  
[Founder Director and Inventor]  
<http://www.bindaltech.org>

\_\_\_\_\_ (signature)

(Technopreneur)  
Name & Address