



महाराष्ट्र MAHARASHTRA



मुद्रांक विक्री नोंदवही अनु. क्रमांक 0 2018 0 13 जेष्ठपत्र ३ दिनांक AP 733530

दस्तावा प्रकार ..... Bend 26 MAR 2019

दस्त नोंदणी करणार आहे का ? :- होय/ नाही NO

मिळकतीचे थोडक्यात वर्णन ..... For FINPLAN INTERNATIONAL EDUCATION LLP

मुद्रांक विकत घेणा-याचे नांव ..... Harshpreet Kaur, G. B. M. Thane

हस्ते असल्यास त्यांचे नाव, पत्ता ..... सही ..... Partner

सही ..... Lala Lajpatrai Mem Trust

हस्ता-या पक्षकाराचे नाव ..... मुद्रांक शुल्क रक्कम ..... परवानाधारक मुद्रांक विक्रेत्याची सही (सौ. शिल्पा एस. नाईक) :

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता :- नाईक कमर्शियल सेंटर, शॉप नं. २, आनंद पॅलेस बिल्डींग, परवाना क्र.: १२०१०३३) भवानी चौक, टेंबी नाका, ठाणे (प).

जिल्हा कौषागार कार्यालय, ठाणे  
20 MAR 2019  
मुख्य लिपीक / लिपीक  
20/3/19

(ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच करणासाठी मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे.)

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made at Mumbai on this 26<sup>th</sup> day of March, 2019.

Between:

LALA LAJPATRAI MEMORIAL TRUST, registered under the provisions of Bombay Public Trust Act 1950 and the rules framed there under from time to



TRUE COPY

Principal  
Lala Lajpatrai Memorial College of Commerce & Economics  
Lala Lajpatrai Marg  
Mumbai-400 077

time bearing Registration No. E-1791 (Mumbai) registered in 1959 having its Registered office at Lala Lajpatrai Building, Mahalaxmi, Mumbai 400 034, by the hand of Dr. Kamal Gupta the Trustee hereinafter called the "LLMT" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the trustee/s of the said trust from time to time its successors and assigns) of the FIRST PART and FINPLAN INTERNATIONAL EDUCATION, a registered LLP having its registered office at,, VARDHAMAN INDUSTRIAL COMPLEX, SECOND FLOOR, GOKUL NAGAR, THANE-(WEST)-400601. (referred to as "FINPLAN" hereafter), which expression shall, unless repugnant to the context or meaning thereof shall include its successor(s), administrator(s) or permitted assigns), of the SECOND PART.

### WHEREAS:-

- a) LLMT desires to add further educational courses and activities for the students.
- b) FINPLAN is well versed in the field of Professional education programmes.
- c) The LLMT is desirous of conducting the following courses
  - 1) ACCA - Association of Chartered Certified Accountants.
  - 2) CAT - Certified Accounting Technician by ACCA.
  - 3) Data Analytics Programme in association with IBM.(Niidan Technologies)
- d) 4) EDP - Entrepreneurship Development Programme in association with EDII, jointly with FINPLAN.
- e) Negotiations and discussion accordingly took place by and between the parties hereto and, as a result of the said negotiations and discussion, LLMT has agreed to associate with FINPLAN whereby FINPLAN will be assisting LLMT in jointly conducting the agreed programmes. i.e. of
  - 1) ACCA - Association of Chartered Certified Accountants.
  - 2) CAT - Certified Accounting Technician by ACCA.
  - 3) Data Analytics Programme in association with IBM.
  - 4) EDP - Entrepreneurship Development Programme.
- f) The parties hereto have accordingly agreed to execute this Memorandum of Understanding recording the mutually agreed terms and conditions in the manner hereinafter appearing.

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*Nim*  
PRINCIPAL,  
Lala Lajpat Rai College,  
of Commerce & Economics  
Lala Lajpat Rai Marg,  
Mumbai-400 034



**NOW THIS MOU WITNESSED AND HEREBY AGREED BETWEEN THE PARTIES HERETO AS UNDER:**

The role of each party, activities, responsibility and financial aspects are given below:

1. LLMT will include the following information in suitable promotional material mentioning that the courses are being conducted in collaboration with FINPLAN
2. The activities and progress of the work will be reviewed periodically, on a monthly basis and as and when required by the Partners of FINPLAN and Trustee of LLMT for suitable action.

**PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:**

The FINPLAN and LLMT shall conduct educational courses in the trust premises.

**Responsibility of LLMT at their own costs:-**

- i. The LLMT shall make coordinated efforts to make the courses to be conducted by FINPLAN self-sustainable.
- ii. The LLMT will assist FINPLAN to make brochures, prospectus, flyers & Posters and advertisement formats but the cost, contents & designs for the same would be borne and provided by FINPLAN to LLMT and will be pre approved by FINPLAN.
- iii. FINPLAN will be allowed to put their program flyers on the notice board as well as posters.
- iv. After the tenure of this MOU, both the parties will have the right to review the association and, if agreed, the same can be renewed on mutually agreed terms.
- v. LLMT will provide
  - a) A classroom.
  - b) A suitable cabin for accommodation of two person viz. Table or Desk and Chair for giving the information of the programs to the students.
- vi. The lectures would be held as per the scheduled time table discussed mutually. FINPLAN will make sure that the lectures of FINPLAN programs do not disturb the time of the on-going college Lectures.

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Responsibility of FINPLAN at their own costs:-

- i. **Delivery of Programmes**
  - 1) ACCA – Association of Chartered Certified Accountants.
  - 2) CAT – Certified Accounting Technician by ACCA.
  - 3) Data Analytics Programme in association with IBM.
  - 4) EDP - Entrepreneurship Development Programme.
- ii. **Providing study material on line or off line ( If any, as per program )**
- iii. **Detailed Workbooks with exam oriented questions for FINPLAN Programmes.**
- iv. **Sufficient Training to counselors for converting enquiries to enrollments.**
- v. **Coordination between Institute, students and FINPLAN for registration of the programmes.**
- vi. **Conducting marketing seminars in order to create mass awareness as per the convenience of both the sides.**
- vii. **Reporting Standards**
  - FINPLAN will share the following reports with LLMT on timely basis :
  - FAMR – Faculty Attendance Management Report
  - SAMR – Student Attendance Management Report
  - ASFR – ACCA Student Fee Report
  - TLP – Teaching and Learning Plan

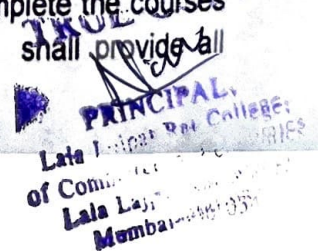
DURATION AND FINANCIAL AND OTHER TERMS:-

1. This Memorandum of Understanding will be valid for a period of 1 year from the date of commencement of the first batch subject to renewal on mutually agreed terms.
2. FINPLAN will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by FINPLAN at LLMT premises.
3. The accounts departments of both the parties will maintain their respective books of account.

**"All Fees including Registration and Examination fees etc., shall be collected by LLMT. The Fees so collected will be shared between LLMT and FINPLAN in Proportion of 20% to LLMT and 80 % to FINPLAN"**

LLMT shall pay FINPLAN their share within thirty days of receipt of their Bills.

4. Both the parties shall have the right to terminate this agreement by giving two months prior written notice to the other party. After receipt of or giving such notice of termination, LLMT shall stop enrolling new students. However, FINPLAN shall be allowed to and will be responsible to complete the courses which are going on during that period and the FINPLAN shall provide all cooperation and support to the LLMT in doing so.



5. The LLMT shall not use or claim any right on the curriculum used for the courses, its copyrights, other registered trademarks and intellectual property rights of FINPLAN.
6. In future both parties mutually decide to offer other programs jointly to its students of self financing and B.com section and other sections also.
7. The LLMT shall not sign up or work with any other Educational institute or any third party for a similar identical programme with that of the FINPLAN during the contract period.
8. On termination of this agreement, both the parties will stop scheduling any further programs at the campus of the LLMT and no students will be enrolled from that day for such programs/courses. However, it will be the joint responsibility of the LLMT and FINPLAN to ensure that the students enrolled by both parties prior to that date will receive the complete training program for which they are already enrolled. If any claims by students, vendors or any other party arise thereafter due to this project the same will be handled and settled by LLMT and FINPLAN Jointly.

**Other Responsibilities:**

- I. Certificates shall be issued by FINPLAN to successful students after completion of the program for FINPLAN.
- II. LLMT and FINPLAN will upload information regarding all programs of each other on each other's website.

**ARBITRATION**

The parties hereto have agreed that in the event of there being any disputes and/or disagreements by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any manner touching and/or arising out of these presents, the same shall be referred for arbitration as per the provisions of Arbitration and Conciliation Act, 1996 to a sole Arbitrator and the rules framed there under from time to time and the decision of the Arbitrator shall be final and binding upon the parties hereto.

**JURISDICTION**

The parties hereto agree that the competent courts in Mumbai only, shall alone have the jurisdiction to entertain and try any dispute or difference arising by and between the parties hereto.

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**EXPENSES**

All the costs, charges and expenses incidental to the execution of these presents and all other documents to be executed in pursuance hereof including the stamp duty and the registration charges payable if any shall be borne and paid by both the parties hereto in equal shares. The parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seal the day and year first hereinabove written.

**SIGNED, SEALED AND DELIVERED**

By the within named Registrar,

**Lala Lajpatrai Memorial Trust**

By the hand of Trustee



**Dr. Kamal Gupta**

The "PARTY OF THE FIRST PART"

In presence of

1. *Shimmons.* **MRS. DELPHINE SIMMONS**
2. *Kadam.* **MR. SUBHAKAR KADAM.**

**SIGNED, SEALED AND DELIVERED**

By the within named

**FINPLAN INTERNATIONAL EDUCATION LLP**

By the hand of its Authorised Signatory



**Mr. Kashish Khilnani**

The "PARTY OF THE SECOND PART"

In the presence of

1. *Vareli* **MR. VITHAL NAIK**
2. *K.A. Modi.* **MR. RITESH MODI**

**TRUE COPY**

  
**PRINCIPAL,**  
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