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महाराष्ट्र MAHARASHTRA

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TA 489671

प्रधान मुद्रांक कार्यालय, मुंबई
 प. मु. वि. क्र. ८००००२०
 - 2 FEB 2018
 सक्षम अधिकारी

Memorandum of Understanding

श्री. अ. बा. किणी

This Memorandum of Understanding (MOU) is made at Mumbai on this 20th March, 2018.

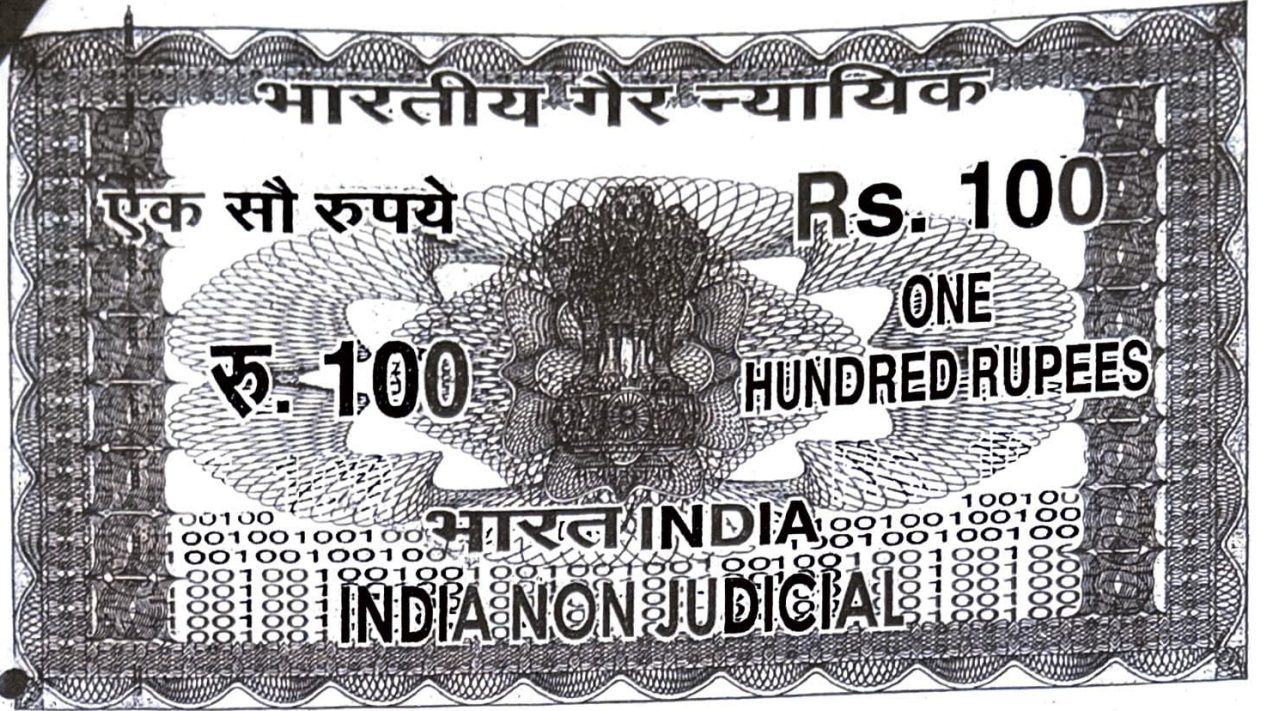
Between:

LALA LAJPATRAI MEMORIAL TRUST, registered under the provisions of Bombay Public Trust Act 1950 and the rules framed there under from time to 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. Sunil 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) and M/s Yeh China Education Private Limited having its registered office at 122, BLDG 3B, Kalpataru Esate, Majas Vlg, JV Link Road, Jogeshwari, Andheri (East), Maharashtra - 400 093 and hereinafter called the "YEHCHINA" (which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the other part



[Handwritten signature]
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TRUE COPY
 PRINCIPAL
 Lala Lajpat Rai College,
 of Commerce & Economics,
 Lala Lajpat Rai Marg,
 Mumbai-400 034



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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००२०

- 2 FEB 2018

सूक्ष्म अधिकारी

श्री. अ. बा. किर्णी

WHEREAS:-

- LLMT desires to add further educational courses and activities for the students.
- The YEHCHINA is well versed in the field of Chinese Language Classes.
- The LLMT is desirous of conducting of Chinese Language Classes Program and other programs jointly with the YEHCHINA.
- 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 YEHCHINA whereby YEHCHINA will be assisting LLMT in jointly conducting the agreed program. i.e. Chinese Language Classes.
- The parties hereto have accordingly agreed to execute this Memorandum of Understanding recording the mutually agreed terms and conditions in the manner hereinafter appearing.



Signature

TRUE COPY
Signature
PRINCIPAL,
Lala Lajpat Rai College,
of Commerce & Economic,
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 course is being conducted in collaboration with YEHCHINA
2. The activities and progress of the work will be reviewed periodically, on a monthly basis and as and when required by the Directors of YEHCHINA and Trustee of LLMT for suitable actions.

PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:

The YEHCHINA 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 the YEHCHINA self-sustainable.
- ii. The LLMT will make brochures, prospectus, flyers & Posters and advertisement formats but the contents & designs for the same would be provided by YEHCHINA to LLMT and will be pre approved by YEHCHINA .
- iii. YEHCHINA 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.

Responsibility of Yeh China at their own costs:-

- i. Delivery of Program Chinese Language Classes and short term certificate programs.
- ii. Providing study material on line or off line
- iii. Detailed Workbooks with exam oriented questions for Chinese Language Classes
- iv. Online Mock Exams log in ids and passwords /Practical Assignment work for Chinese Language Classes.
- v. Sufficient Training to counselors for converting enquiries to enrollments
- vi. Coordination between Institute, students & YEHCHINA for registration for Chinese Language Classes.
- vii. Conducting marketing seminars in order to create mass awareness as per the convenience of both the sides.

DURATION AND FINANCIAL AND OTHER TERMS:-

1. This Memorandum of Understanding will be valid for a period of 3 years from the date of commencement of the first batch.
2. a. YEHCHINA will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by YEHCHINA at LLMT premises.



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- b. YEHCHINA will be allowed to have a kiosk at LLMT premises.
3. The accounts departments of both the parties will maintain their respective books of account.
- "Fees shall be collected by LLMT. Fees collected will be shared between LLMT and YEHCHINA in Proportion of 30% to LLMT and 70 % to YEHCHINA "
4. Both the parties shall have the right to terminate this agreement by giving 2 months prior written notice to the other party. After receipt of or giving such notice of termination, LLMT shall stop enrolling new students. However, YEHCHINA shall be allowed to and will be responsible to complete the courses which are going on during that period and the YEHCHINA 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 YEHCHINA .
6. In future both parties mutually decide to offer other programs jointly to its students of self financing and B.com section.
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 YEHCHINA during the contract period and also on completion or termination of the contract for a minimum period of 3 years.
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 YEHCHINA 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 YEHCHINA jointly.

Other Responsibilities:

- I. Certificates shall be issued by YEHCHINA to successful students after completion of the program .
- II. In case of Short Term certificate program, certificates will be issued jointly by LLMT and YEHCHINA .
- III. LLMT and YEHCHINA 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.



TRUE COPY
Principal
Lala Lajpat Rai College
of Commerce & Economics
Lala Lajpat Rai Marg,
Mumbai-400 034

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.

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 Lalpatrai Memorial Trust

By the hand of Trustee

[Handwritten Signature]

Dr. Sunil Gupta

The "PARTY OF THE FIRST PART"

In presence of

- 1. Neelam Arora. *N. Arora*
- 2. Arun S. Poojari *A. Poojari*

SIGNED, SEALED AND DELIVERED

By the within named

Yeh China Education Private Limited

By the hand of its Authorised Signatory

Usha Sahas *[Signature]*

The "PARTY OF THE SECOND PART"

In the presence of

- 1.
- 2.



TRUE COPY
[Signature]
PRINCIPAL
Lala Lalpatrai College
of Commerce & Economic
Lala Lalpatrai Marg,
Mumbai-400 034