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महाराष्ट्र MAHARASHTRA

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SR 708951

05 MAR 2018



Memorandum of Understanding

01/03/18

This Memorandum of Understanding (MOU) is made at Mumbai on this 23<sup>rd</sup> 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 Board of Industry Academia Partnerships is a Trademark registered under Krishna Educare having its registered office at 78 Sagarkunj, Laxmibal Jagmohandas Marg, Malabar Hill, Mumbai- 400 006 and hereinafter called the "BIAP" (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



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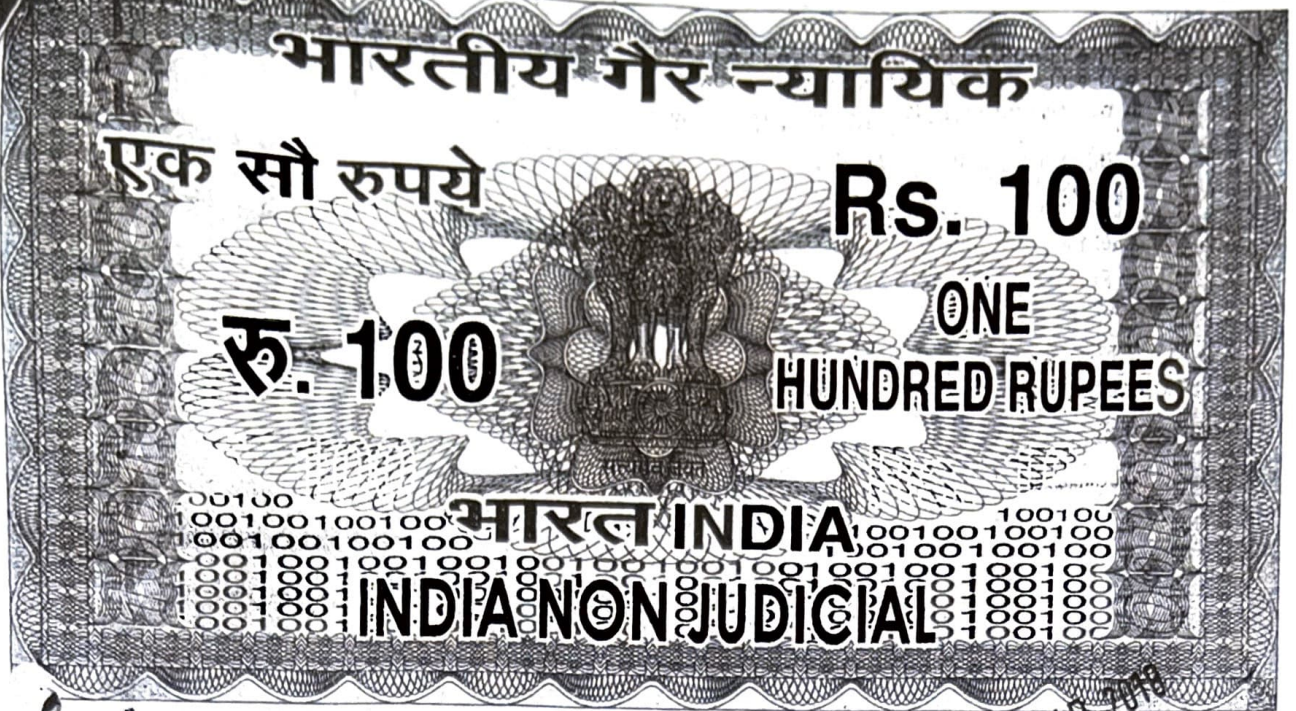
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TRUE COPY

Principal,  
Lala Lajpatrai College,  
of Commerce & Economic,  
Lala Lajpatrai Marg,  
Mumbai-400 034





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**WHEREAS:-**

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



TRUE COPY

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 course is being conducted in collaboration with BIAP.
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 BIAP and Trustee of LLMT for suitable actions.

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

BIAP 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 BIAP 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 BIAP to LLMT and will be pre approved by BIAP.
- iii. BIAP 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 BIAP at their own costs:-**

- i. Delivery of Program Mutual Fund and short term certificate programs.
- ii. Providing study material on line or off line
- iii. Detailed Workbooks with exam oriented questions for Mutual Fund
- iv. Online Mock Exams log in ids and passwords /Practical Assignment work for Mutual Fund.
- v. Sufficient Training to counselors for converting enquiries to enrollments
- vi. Coordination between Institute, students & BIAP for registration for Mutual Fund.
- 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. BIAP will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by BIAP at LLMT premises.  
b. BIAP will be allowed to have a kiosk at LLMT premises.



Handwritten signatures in blue ink.

Handwritten signature in blue ink above the words "TRUE COPY" in blue capital letters.

**PRINCIPAL,**  
Lala Lajpat Rai College,  
of Commerce & Economic  
Lala Lajpat Rai Mar  
Mumbai-400 02



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 BIAP in Proportion of 30% to LLMT and 70 % to BIAP" (Post GST)**

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 BIAP shall be allowed to and will be responsible to complete the courses which are going on during that period and the BIAP 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 BIAP.
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 BIAP 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 BIAP 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 BIAP jointly.

**Other Responsibilities:**

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

*Nim*  
**PRINCIPAL,**

**Lata Lajpat Rai College,  
of Commerce & Economics  
Lata Lajpat Rai Marg,  
Mumbai-400 032**





**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 Lajpatral Memorial Trust

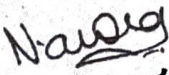
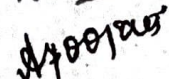
By the hand of Trustee

Dr. Sunil Gupta



The "PARTY OF THE FIRST PART"

In presence of

- 1. Neelam Arora 
- 2. Anu Poojari 

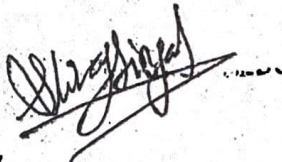
**SIGNED, SEALED AND DELIVERED**

By the within named

BIAP



By the hand of the Founder

MR. Viraj Singal



The "PARTY OF THE SECOND PART"

In the presence of

- 1. HARSHAT SHEWAKRAMANI 
- 2. Ujjwal Bahal 



**TRUE COPY**

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