

AGREEMENT

**MVP SAMAJ'S K.T.H.M. COLLEGE, NASHIK (K.R.T.
ARTS. B.H. COMMERCE AND A.M. SCIENCE COLLEGE)
GANGAPUR ROAD NASHIK**

AND

ROJGAR AVM CAREER MARGDARSHAN KENDRA



महाराष्ट्र MAHARASHTRA

2022

26AA 439276

TREASURY OFFICE NASHIK

28 DEC 2022

STPHC ATO

Agreement

THIS AGREEMENT is made and executed at Nashik Date: 03/01/2023.

BETWEEN

MVP Samaj's K.T.H.M. College, Nashik (K.R.T. Arts, B.H, Commerce and A.M. Science College) having its office & campus at Gangapur Road, Shivaji Nagar, Nashik; a college run by Maratha Vidya Prasarak Samaj, Nashik (TAN-_____, GST NO._____) a registered Trust under Bombay Public Trust Act, 1950 & a Society registered under The Societies Registration act, 1860 having Central office at: Gangapur Road, Shivaji Nagar, Nashik, both are represented by the Principal Dr. V.B.Gaikwad hereinafter collectively referred to as "COLLEGE" (which term shall wherever the context so requires, mean and includes its successors and assigns) of the "FIRST PART"

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Principal
K.R.T. Arts, B.H.Commerce & A.M.
Science College, Nashik-422 002



For Rojgar AVM Career Margdarshan Kendra


Proprietor

वसप्रभून पत्र	
दस्ताचा प्रकार/ अनुच्छेद	
दस्त नोंदणी करणार आहात का?	-
नोंदणी होणार असल्यास दुसऱ्या निबंधकाच्या लिखाणे नाव मिळकतीचे वर्णन	-
मोबदला रक्कम	
मुद्रांक विकत घेणाराचे नाव	श्रेयस अतीष कुल शर्मा डिसूजा डॉलनी नाशिक.
दुसऱ्या पक्षकाराचे नाव	के. टी. एच. एम. कॉ. आर्टिस, कोल्हापूर, नाशिक
हस्ते असल्यास त्याचा नाव व पत्ता	परेश सुधा कुल शर्मा [51626619] मेरी नाशिक
मुद्रांक शुल्क रक्कम	१००
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	३८२०७ - ०२/०९/२०२३
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	संजय मुरलीधर मुद्रांक विक्रेता (परवाना क्र. ८३/२००१) गुरुकृपा, शिवाजी रोड, सीबीएस, नाशिक



Principal
422 BCS

AND

“ROJGAR AVM CAREER MARGDARSHAN KENDRA a firm registered under Ministry of Micro, Small and Medium Enterprises (MSME Registration No. UDYAM-MH-33-0201712) GST No. Not Applicable through its proprietor Mr. Shreyas Satish Kulkarni(PAN-BJPPK5392G), having Registered office at 201,Shriram Society,Pandit Naka, Gothehar, Shahapur Dist.Thane -421 601 and Opp. Dominoz Pizza,Dsouza Colony,College Road Nashik-422 005. hereinafter collectively referred to as RCMK (which term shall wherever the context so requires, means and include its owner, directors, representatives, successors-in-office and assigns) of the “SECOND PART”

Whereas, First Part is a college run by MVP Samaj and it is in a trade of imparting graduation/ post-graduation level education to its students.

AND Whereas, Second Part “RCMK” is in the profession of providing training and education in Accountancy, Information Technology, Vocational Courses & Soft Skills through the use of computer-based systems & android application(app). RCMK guides students for Job Vacancies & Self Employment.

AND WHEREAS both parties shown interest to have the college tie-up with each other, to conduct extra curriculum activity & to impart training of the RCMK courses for college students at the college premises;

AND WHEREAS RCMK agreed to impart Training of the courses in full & modular at the college premises itself, without however making college liable in any manner whatsoever;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS –

1. DEFINATIONS:

- 1.1. The term “**Commencement**” shall mean the date of signing of agreement.
- 1.2. The term “**Centre**” shall mean the Classrooms/Lab at College premises.
- 1.3. The term “**Month**” shall mean a calendar month and “**Year**” shall mean an academic year (i.e. from January, 2023 to April 2025) subject to completion of the course. For each batch, the course is not complete the above period will extend accordingly.



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Proprietor

2. RESPONSIBILITY:

FIRST PART:

- 2.1. The College shall provide the infrastructure like classrooms and computers.
- 2.2. The College shall provide students for each batch.
- 2.3. The College shall look after the maintenance of classrooms and computers.
- 2.4. The College shall be expected to render full support and co-operation During the Functioning of the entire courses at the College premises.
- 2.5. The College will collect the fees from the students and payment (80 % of total fees) will be made to "Rojgar Avm Career Margdarshan Kendra".
- 2.6. The college will pay 50% of fees to RCMK at commencement of courses & remaining 50% after completion of courses

Second PART:

- 2.6. RCMK will provide the Course Contents/Notes & Recorded Sessions through android application and certificates to the students.
- 2.7. RCMK will conduct the Examinations of the students.
- 2.8. If required it will train the Faculties of the First part.
- 2.9. It will be responsibility of RCMK to complete quality training for mention courses & try to provide placement assistance to students or information about nearby vacancies.

3. ACADEMIC COMMITTEE:

An academic committee shall be formed by Second Part to monitor the syllabus, progress of the course and fees structure as may be presently applicable including any increase there at.

4. ACADEMIC EXECUTION:

1. The courses: 1) "Office Automation" 30 Hours, 2) "Data Management (Advanced Excel)" 30 Hours, Course contents as enclosed in the Annexure attached.
2. RCMK will provide contents/notes for the same.
3. College would carry on the internal announcement of the courses to their students, encouraging them to enroll for other courses. Second part would support College for such activities by holding seminars regarding the courses of RCMK in their classrooms.
4. In case of any change, modifications or alterations to the above terms the same shall be subject to written approval from both the parties.

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5. FEES SHARING:

- 5.1 The total fees for the course is Rs. 370/- Plus GST (18%) i.e. Rs.436.60 and the sharing will be the First will get **20%** of the fees collected from the students for mobilization, infrastructure, manpower, coordinator honorarium etc.
- 5.2. The Second part will get **80%** of the total gross collection from the students.
- 5.3 The Fees will be collected by College and the college will pay 50% of fees to RCMK at commencement of courses & remaining 50% after completion of courses.
- 5.4 TDS will be deducted as per rules.

6. MANPOWER:

- 6.1. Completion of training, Examination & Certification is responsibility of RCMK. and The Managerial and Non-Teaching staff required for the Centre shall be provided by the College.

6.2 SECURITY:

College will have to bear the sole responsibility of the security of the computer and other things of the centre.

7. VALIDITY:

- 7.1. This agreement shall come into force from the date of signing and will be valid till until the completion of course.
- 7.2. Negotiations as to any extension of this agreement of another **month** to the terms of any such extension shall be taken up one (1) month prior to the expiry of this agreement subject to the approval of the Governing Body of the College and RCMK. The Agreement shall stand NULL & VOID thereupon.

8. TERMINATION:

Except or otherwise provided, this agreement can be terminated by a three months prior written notice by either party during the tenure of agreement. RCMK will be responsible to complete the training of the student, to conduct examination & provide notes, certificates to the students.


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9. ARBITRATION:

Any dispute or differences, which may arise out of this Agreement or in the institution there are, included any dispute relating to its validity or effect shall be settled under the Arbitration of Dr, V. B. Gaikwad or any other person appointed by MVP Samaj's K.T.H.M. College, Nashik (K.R.T. Arts. B.H. Commerce and A.M. Science College) Nashik under the provisions of Arbitration & Conciliation Act, 1996.

10. JURISDICTION

All Legal Matters will be heard and settled in the City of Nashik Jurisdiction only.

IN WITNESS WHERE OF the parties hereto have hereunto caused their respective Common Seal to be hereunto affixed the day, month and the year first above written.



[Handwritten signature]

FIRST PART
Principal

K.R.T. Arts, B.H. Commerce & A.M.
Science College, Nashik-422 002



For Rojgar AVM Career Margdarshan Kendra

[Handwritten signature]
Proprietor

SECOND PART

Witness:

1. Name: Dr. Smt Sujata S Patil
Address: K.T.H.M. College
Nashik.

[Handwritten signature]
31/1/2023

2. Name: Mr. Parvash S. Kulkarni.
Address: Flat no. 30, Vijayshrestha Apt,
Meri link Road,
Panchavati,
Nashik.

[Handwritten signature]