



महाराष्ट्र MAHARASHTRA

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पु.शु.रक्कम..... Saol-  
 दस्ताचा प्रकार..... Agreement  
 दस्त नोंदणी करणार आहेत का ? होय/नाही  
 मिळवतीचे वर्णन.....  
 मुद्रांक विकत घेणान्याचे नांव...Kaveri College of Arts, science & Commerce  
 पत्ता.....S.N.9.36...Ganesh nagar, Borivane pune-38  
 दुसऱ्या पक्षकाराचे नांव...I.C.A. Edu Skills Pvt Ltd  
 हस्ते व्यक्तीचे नाव व पत्ता...P. S. Ambore, Kothrud Pune-38

वरिष्ठ कोषागार अधिकारी  
 पुणे  
 18 AUG 2017  
 प्रथम मुद्रांक तैयारीक  
 कोषागार पुणे करिता

मुद्रांक कोषागारीच्या मुद्रांक खरेदी केला त्याची त्याच कारणांमुळे मुद्रांक खरेदी करण्याबाबत नोंद घ्यावी व नोंद घ्यावी व नोंद घ्यावी

मितीन एन. अक्षी (भा.प्र.क्र.नं. 2209048)  
 शांति केंद्र  
 कर्वेरोड पुणे-411 004-04863874  
**KAVERI**  
 GROUP OF INSTITUTES

पत्राधिकारी  
 मुद्रांक विकत घेणारा



**AGREEMENT**

**THIS AGREEMENT has been entered on this 21<sup>st</sup> August, 2017.**

**BETWEEN**

*[Handwritten signature in green ink]*

*[Handwritten signature in black ink]*

**"Kannada Sangha Pune's Kaveri College of Arts, Science and Commerce, Pune"** having its office situated at 36, Ganesh Nagar, Near CDSS, Erandwane, Pune - 411038 represented by its **Principal, Dr. S.B. Kharosekar** hereinafter referred to as **"COLLEGE"** (which term shall wherever the context so requires, mean and include its successors and assigns) of the **"FIRST PARTY"**

**AND**

**"M/S. QUBIC,"** an authorized franchise of **ICA EDU SKILLS PVT. LTD.,** having its Registered Office situated at C1, First Floor, Madhavhari Apartment, near Shital Hotel, Karve Statue, Kothrud, Pune - 411 039, represented by its **Centre Director, Mr. Vishal Agnihotri,** hereinafter referred to as **"ICA"** (which term shall, wherever the context so requires, mean and include its successors and assigns) of the **"SECOND PARTY"**

**WHEREAS, FIRST PARTY** is a college approved by the Government of Maharashtra and affiliated to Savitribai Phule Pune University offering under-graduate and post-graduate courses in the Faculties of Arts, Science and Commerce.

**WHEREAS, SECOND PARTY** is franchise of brand **"ICA"** and is in the business of providing training or education in accountancy and information technology, through the use of computer based systems.

**AND WHEREAS** the College has shown interest to have the college tie-up with Second Party to enable the college to impart training in the courses of ICA for its students at and from the college premises;

**AND WHEREAS** ICA has agreed to impart Training of the courses in full or modular at the college premises itself without however making ICA 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 -**

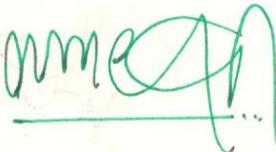
**1. DEFINITIONS:**

- 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.

**2. RESPONSIBILITY:**

**FIRST PARTY:**

- 2.1. The College shall provide the basic infrastructure like classrooms and computers to conduct the course.
- 2.2. The College shall look after the maintenance of classrooms and computers.
- 2.3. The College shall be expected to render full support and co-operation during the functioning of the entire courses at the College premises.
- 2.4. The College will collect the total fees from the student and remit 60% of the total fees i.e the share of the second party within 7 days from the collection of fees from the student and the balance 40% of the share shall be retained by the first party i.e. the college.
- 2.5. The College and Second PARTY will jointly maintain the attendance of students.



## **SECOND PARTY:**

- 2.6. The Batches will be conducted by the second PARTY.
- 2.7. The SECOND PARTY will provide the books and co-branded certificates to the students.
- 2.8. It will conduct the Examinations of the students at ICA Kothrud centre

## **3. ACADEMIC COMMITTEE**

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

## **4. ACADEMIC EXECUTION:**

- 4.1. The course modules '**Tally.ERP 9, Direct Tax and Banking, Cost Management & Auditing**' contents as enclosed in the brochure attached.
- 4.2. The whole Project would be considered viable only when there is at least one batch consisting of minimum of 25 students per batch. The preferable timings could be within college working hours.
- 4.3 The College would carry on the internal marketing of the courses to their students, encouraging them to enroll for these courses. Second PARTY would support College for such activities by holding seminars regarding the courses of ICA in their classrooms.
- 4.4 The course module fees for "**Tally.ERP 9, Direct Tax and Banking, Cost Management & Auditing**" shall be Rs. 2,000/-+ GST per course module and as may be applicable.
- 4.5 In case of any change, modifications or alterations to the above terms the same shall be subject to written approval from ICA.
- 4.6 Batches will commence after 7 days from the receipts of fees.

## **5. FEES SHARING:**

- 5.1 The First Party will get **40%** of the total gross collection from the students, excluding taxes, if applicable.
- 5.2. The Second Party will get **60%** of the total gross collection from the students excluding taxes, if applicable.
- 5.3. The First Party would collect the fees from the students and would remit the share of Second Party within 7 days from the receipt of the fees.

## **6. MANPOWER:**

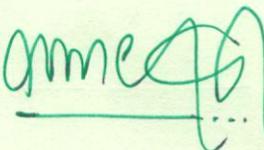
- 6.1. The Managerial and Non-Teaching staff required for the Centre shall be provided by the College.

## **7. SECURITY:**

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

## **8. VALIDITY:**

- 8.1. This agreement shall come into force from the date of signing and will be valid for **3 (Three)** years from there onwards.



8.2. Negotiations as to any extension of this agreement of another 3 years 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 ICA. The Agreement shall stand NULL & VOID thereupon.

#### 9. TERMINATION:

9.1. Except or otherwise provided, this agreement can be terminated by a 3 months prior written notice by either party during the tenure of contract.

9.1.1. Upon the breach of one or more of its obligations hereunder, provided that this Agreement shall not be terminated if the defaulting Party has cured the default within thirty (30) day after the notice has been given.

9.1.2. Upon either Party transferring the whole or any important PARTY of its business or.

9.1.3. Upon either Party merging with or becoming controlled directly or indirectly by any company or entity not agreeable with the other.

#### 10. ARBITRATION:

10.1 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 provisions of Arbitration & Conciliation Act, 1996.

#### 11. JURISDICTION

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

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

FOR KAVERI COLLEGE OF ARTS, SCIENCE  
AND COMMERECE

Dr. S.B. Kharosekar

Principal

**PRINCIPAL**

Kannada Sangha Pune's

Kaveri College of Arts, Science & Commerce

Witness:

1. Suchismita Mohanty

2. Vinod Mahale

FOR M/S. ICA EDU SKILLS PVT. LTD.

Mr. Vishal Agnihotri

Centre Director

