

महाताष्ट्र पंचरेन विकास महागंडळ, शंकात



. राजेश यापारी भारतेशा अध्यक्षांत्रोणा भोरप्रश्वेष्ट

सावादक

## मंठा रोड,लोणार (सरोवर) जि.बुलडाणा

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25/06/2018

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 25<sup>th</sup> DAY of June – Two Thousand and Eighteen (25/06/2018), by and between

LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR, THE FIRST PARTY represented herein by its Dr. Prakash K. Banmeru (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head/ Director Shri. Rajesh Mapari, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (I) LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

may be required to give effect to the actions contemplated in terms of this MOU.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R & D Services in the fields of Tourism & Hospitality and related fields.
- F) MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR, the Second Party is promoted by Maharashtra Tourism Development Corporation (MTDC), Government of Maharashtra, Express Tower, 9<sup>th</sup> Floor, Nariman Point, Mumbai. 400021.

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G) Related information: The Second Party has well established Resort who serving the Hospitality for number of tourists. It has its own well trained qualified staff and attracts number of tourists from all over the world.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### CLAUSE 1

#### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU.

The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2**

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#### SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Tourism and Hospitality.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 80% of the students.
  - The Second Party will itself absorb at least 25% of the trained students.

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- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3**

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### CLAUSE 4

#### VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

#### CLAUSE 5

#### RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Buldhana.

#### AGREED:

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For LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR

For MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR

(Dr. P.K Banmeru)

Authorized Signatory Principal Late Ku, Durga K, Banmeru Science College, Lonar Dist Buldana

Name of Institution: LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR	Name of Industry: MAHARASHTRA TOURISM DEVELOPMENT CORPORATION (MTDC), LONAR
Address: Loni Road, Lonar, Dist. Buldhana. 443302.	Address: Mantha Road, Lonar, Dist. Buldhana. 443302.
Contact Details: (07260) 221315	Contact Details: (7260) 221602/204888
E-mails: lkdkbscl@rediffmail.com	E-mails:
Web: www.lkdkbanmerucollege.ac.in	Web:

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(महाराष्ट्र शालकावा आंगेकृत उपक्रम)

नोंदणीकृत कार्यालय : एक्सप्रेस टॉवर्स, ९वा मजला, निरमन पॉईट, मुंबई - ४०० ०२९.

दूरध्वनी : ९१२२-२२०४ ४०४० - फॅक्स : २२०२ ४५२९

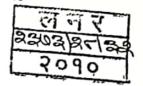
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क्र.मपविम/जयमा/प.नि.लोणार/२०१०

दियांक :

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चारेन्द्र व्यवस्थापक,
प्रादेशिक कार्यालय
म.प.वि.म.,



विषय : पर्यटक निवास लोणारकरीता करारपत्राची नोदणी करून घेण्यावाबत.

उपरोक्त संदर्भाधिन विषयास अनुसरन कार्यविष्यात येते की सोबत करारपत्राचा मसुदा जोडला आहे. तोच मसुदा जसाचा तसा त्यार करून तपासून नंतर रीजस्ट्रेशन करण्यात यावा. महामंडळाच्यायतीने करारपत्राचर स्याक्षरी करण्याचं अधिकार आपणांस प्रदान करण्यात येत आहेत. करारपत्राच्या प्रत्येक पानावर महामंडळाच्यार्था व भाडेपट्टेशरकाने स्वाक्षरी करणे आवश्यक अगल्याची नींद पेऊन त्याप्रमाणे पूर्तता करायी. करारपत्राची नींदणी झाल्याचर मुळ्यत प्रधान कार्यालयास पाठयून झेरॉक्स प्रत आपल्या कार्यालयास देवून त्यानुसार नाथा दिल्याचर तावा पावती स्थ नं. एकूण क्षेत्रफळ, सामानाची यादी, फिटींग - फिक्चरसड येऊन प्रधान कार्यालयास अवगत कराये.

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करारानुसार येळेयेळी यसूली /पानी, लाईट कर इ. भरणा येळेवर होत असल्याची खात्री अहवाल प्रधान कार्यालयास मादर करादा.

CHARLANDE VA

महाध्ययस्थायक म.च.चि.स.,स्वर्ड

भावन : करारपंत्राचा मसुदा

प्रत : श्री.राजंश श्रीराम मापारी यांनी वांरक व्यवस्थापक, प्राप्ता औरंगावाद यांचेशी संपर्क साधून करारपत्राची नांदणी करून धण्या नीता

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SELENCE College, LONAR

Dist. Briddhana-442202

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Late Ku. Durga K. Banmer
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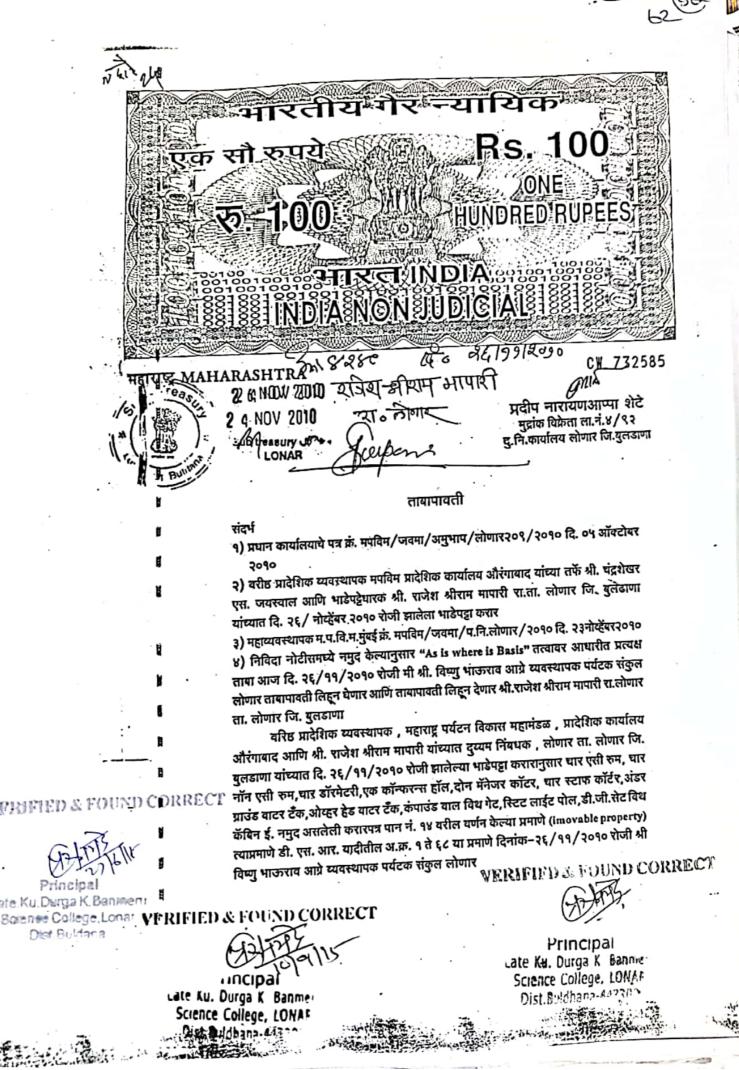


- आपणांस १० वर्षाच्या एकूण मोबदला रक्कमेच्या मासिक मोबदला रकमेच्या ६ पट रक्कम रु.३,६१,६८०/- (रुपये तीन लाख एकसष्ट हजार सहाशे ऐंशी फक्त) (एकूण मोबदला रु.७२,३३,६०० ई १२० महिने = रु.६०,२८०/- x ६ महिने = रु.३,६१,६८०/- "सुरक्षा अनामत स्कन्म" महामंडळाकडे बिनव्याणी करारसंपेपयैत ठेवायची आहे. देकारदाराने सुरक्षा अनामत रक्कमेचा भरणा धनाकर्त्राद्वारे प्रधान कार्यालय, सुंबई येथे करारनामा करण्यापूर्वी भरावयाचा आहे.
- आपणांस एंकूण १० वर्षांच्या मोबदला रकमेच्या सरासरी एवढी रक्कम रू. ७,२३,३६०/- (रू. सात लाख तेवीस हजार तीनशे साठ फक्त) या रकमेचे ''बैंक हमीपत्र'' राष्ट्रीयकृत अयया अनुस्वीत बैंकेचे (Nationalised Bank of Scheduled Bank) निविदासंचासोबत पुरिवण्यात आलेल्या नमुन्याप्रमाणे करामनामा करण्यापूर्वी सादर करावयाचे आहे. तसेच बँक हमीपत्राचा कालावधी ५ (पाच) वर्षांचा असणे आवश्यक आहे.
- आगाऊ मृप्तीसक मोबदला रक्कम रू.५०,०००/- व सुरक्षा अनामत रक्कम रू.३,६१,६८०/- तसेव रक्कम रू.७,२३,३६०/- एवढया रकमेचे बैंक हमीपत्र प्रधान कार्यालय म.प.वि.म., मुंबई येथे आगाऊ भरण्यात यावे.
- मासिक मोबदला रक्कम दर महिन्याच्या ५ (पाच) तारखेच्या आत जमा न केल्यास त्यावर १८% दराने व्याज आकारले जाईल. पुढील भाडेपट्टयाची मासिक रक्कम प्रादेशिक कार्यालय, औरंगावाद या ठिकाणी भरण्यात यावी.
- ξ. करारपत्र, निविदासंचासोबत जोडलेल्या नमुन्याप्रमाणे करारपत्राचा मसुदा तयार करून प्रधान कार्यालयाकडून मंजूर झाल्यावर करारपत्रावरील लागणारी योग्य ती स्टेप डयुटी व नोंदणी शुल्काचा भरणा आपण करून ते योग्य त्यां प्राधिकरण अधिकाऱ्यासमोर नोंदणी करून घ्यावे. याबावतची सर्व कार्यवाही १५ दिवसात पूर्ण करणे आवश्यक आहे. महामंडळाचे प्रादेशिक कार्यालय, औरंगावाद येथे यांच्याती संपर्क साधून लवकरात लवकर करारपत्र पूर्ण करावे. वरील १ ते ६ बार्बीची विहित मुदतीत पूर्तता न केल्यास रद्र करण्यात येईल, नंतर कुठलेही गाऱ्हाने /तक्रार विचारात घेतली जाणार नाही. त्याचप्रमाणे देकार सादर करतांना जमा केलेली अनामत रक्कम जप्त करण्यात येईल याची कृपया नोंद घ्यावी.

आपला देकार हे पत्र मिळाल्यापसून ७ (सात) दिवसाच्या आत कळवावा, ही विनंती.

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महाव्यवस्थापक ा.प.वि.म., मुंबई





प्रदीप नारायणआप्पा शेटे मुद्रांक थिक्रेता ला.नं.४/९२ दु.नि.कार्यालय लोणार जि.युलडाणा

दिनांक-२६/११/२०१० रोजी श्री विष्णु भाऊराव आग्ने व्यवस्थापक पर्यटक संकुल लोणार येथील पर्यटक संकुलाचा पंचासमक्ष ताबा दिला आहे.

(श्री. विष्णु भाऊराव आग्रे)

व्यवस्थापक

लोणार पर्यटक संकुल लोणार , दिनांक :- २६/११/२०१०

स्थळ- पर्यटक संकुल मंठा रोड लोणार

साक्षिदार:-

- २) संतोष श्रीराम सायतकर रा.लोणार
- ३) शे. रकुफ शे. महेबुव रा.लोणार
- ४) रमजान रन्नु परसुवाले रा.लोणार

(श्री. राजेश श्रीराम मापारी)

भाडेपट्टा धारक

रा.पो. लोणार ता. लोणार जि. बुलडाणा

१) गजानन जगदीश खरात रा लोणार

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Late Ma. Durga K Banmeru
Science College, LONAR
Dist, Riddham

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Science College, LONAP

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Science College,Lona:

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