

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DX 113884

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००२२
- 3 JUN 2025
सक्षम अधिकारी

श्री. विनायक जाधव

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on this 10th day of ~~July~~ June, 2025 ("Effective Date"), by and between:

Smart Institute Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 5A, 35 Court Chambers, New Marine Lines, Mumbai -400020 (hereinafter referred to as the "Smart Institute", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

JMF's VANDE MATARAM DEGREE COLLEGE OF ARTS, COMMERCE & SCIENCE, an educational institution duly established and existing under the laws of India, having its college at JMF Sanskriti Vihar, Dr Nemade Galli, Jai Hind Colony, Juni, Dombivli West, Maharashtra 421202 (hereinafter referred to as the "College", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Collectively referred to as the "Parties" and individually as a "Party".

JAHNVIS MULTI FOUNDATION Reg. No. MH/1147/02-AF/11441 THANE DOMBIVLI (W)-421 202

SMART INSTITUTE PVT. LTD. MUMBAI

जोडपत्र - २ Annexure - II

AGREEMENT

दस्ताचा प्रकार 40	
कॉपी हवी आहेत का ? दस्त नोंदणी करणेचा आहे...	YES/NO

SMART INSTITUTE PVT. LTD.
54 COURT CHAMBERS, 35 NEW MARINE LINES,
MUMBAI 400020

दुसऱ्या पक्षकाराचे नाव	JMF'S
हस्ते अगर ज्याचे नाव व पत्ता	Vande mataram Degree Colle of Arts, Commerce and Science
मुद्रांक शुल्क रुपयांमध्ये	
दुय्यम निबंधक यांचे नाव, क्रमांक/तिमांक	
मुद्रांक विक्रेत्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८०००२२ रुपेश [illegible] महाडीक
मुद्रांक विक्रेते नाव/पत्ता : असोसिएशन ऑफ वेस्टर्न इंडिया
गॅरेज नं.२८, पी डब्ल्यू कॅन्टीन खाली, डॉ. काने मार्ग,
हायकोर्ट प्रिमायसेस, फोर्ट, मुंबई-४०० ०३२.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

- 9 JUN 2025

- 9 JUN 2025

1. OBJECTIVE

The purpose of this MoU is to record the understanding between the Parties in relation to the conduct of academic programs in **Banking, Financial Services & Insurance (BFSI)** and **Digital Marketing** and any other courses as mutually agreed by both the parties at the College campus, including the respective roles, responsibilities, and obligations of the Parties.

2. SCOPE OF COLLABORATION

2.1 The Parties agree to jointly offer BFSI and Digital Marketing programs for students within the College premises under the terms and conditions set forth herein.

3. OBLIGATIONS OF THE COLLEGE

The College agrees to:

3.1 Provide access to requisite infrastructure, including but not limited to classrooms, computer labs, internet connectivity, and other allied facilities necessary for the conduct of the courses.

3.2 Extend administrative and logistical support for the smooth functioning of the programs.

3.3 Assist in student acquisition and lead generation through:

a) Promotion of the courses on its official website.
b) Inclusion in ongoing marketing campaigns (if any), events, and student outreach activities.
c) Facilitating the organization of seminars, workshops, and career counselling sessions.

3.4 Provide necessary infrastructure support and space for service delivery to students during the term of the program.

3.5 Provide Degree and Certification to the students who are enrolled with the Mumbai University courses run by the College. College will also allow Smart Institute Pvt Ltd to teach the students in their other locations, but are enrolled with the college for Degree or Diploma courses affiliated to Mumbai University.

4. OBLIGATIONS OF SMART INSTITUTE

Smart Institute agrees to:

4.1 Undertake and bear the cost of all marketing, branding, and promotional activities for the purpose of student acquisition and course visibility.

4.2 Develop and provide the complete curriculum and content for the programs, aligned with industry standards and academic excellence.

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4.3 Appoint qualified faculty, counsellors, and academic coordinators as may be necessary for the delivery of the programs.

4.4 Administer all aspects related to course delivery, student training, evaluations, placements and student services during the program duration.

4.5 Issue, upon successful completion of the course, a joint certificate to students in association with the College, in addition to any certificate awarded by the University, if applicable.

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5. FINANCIAL TERMS

5.1 In consideration of the infrastructure and support provided, the College shall be entitled to receive **20% (twenty percent)** of the **gross course fee collection** till the agreement is in force.

5.2 **Fee Collection and Reimbursement:**

a) All course fees shall be collected directly by the **Smart Institute Pvt Ltd** from students in an escrow account in name of Smart Institute Pvt Ltd- Dombivli.

b) The Smart Institute Pvt Ltd shall be obligated to **reimburse JMF's VANDE MATARAM DEGREE COLLEGE OF ARTS, COMMERCE & SCIENCE an amount equivalent to 20% of the gross fees collected**, on a Monthly **basis**, without any delay, dispute, or deduction whatsoever.

c) Any financial adjustments, reconciliations, or deductions (such as expenses, penalties, service issues, or other claims) if required, shall be discussed and executed **separately**, and **shall not** be adjusted against or deducted from the **JMF's VANDE MATARAM DEGREE COLLEGE OF ARTS, COMMERCE & SCIENCE** entitled share under any circumstances.

d) The Smart Institute Pvt Ltd acknowledges and agrees that **JMF's VANDE MATARAM DEGREE COLLEGE OF ARTS, COMMERCE & SCIENCE** share is to be treated as a fixed (as per point 5.1)and undisputed obligation, enforceable on a timely and periodic basis.

5.4 External University Fees:

Any fees payable to an external University, academic board, or certification body for or on behalf of enrolled students shall not be considered part of the course fees for the purpose of revenue sharing under this MoU. Such amounts shall be collected separately directly by Smart Institute, as the case may be) and shall be remitted to the University. The College shall have no claim or entitlement to any share of this fee component.

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6. TERM AND TERMINATION

6.1 This MoU shall remain in force for a term of **three (3) years** from the Effective Date, unless terminated earlier in accordance with Clause 6.3.

6.2 The MoU shall be subject to a **lock-in period of one (1) year,** during which neither Party shall terminate this MoU unilaterally without just cause.

6.3 Either Party may terminate this MoU prior to the expiry of the Term by giving **ninety (90) days' prior written notice**, subject to mutual discussion and settlement of dues.

6.4 Upon expiry or termination of this MoU: All ongoing obligations towards enrolled students shall continue until completion as mutually agreed.

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7. INTELLECTUAL PROPERTY

All course content, curriculum, and materials developed and provided by Smart Institute shall remain the exclusive intellectual property of Smart Institute. The College shall have no right to reproduce, share, or disseminate such materials outside the scope of this MoU without prior written consent.

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8. CONFIDENTIALITY

Both Parties agree to maintain strict confidentiality of all information exchanged under this MoU and not to disclose the same to any third party without the prior written consent of the disclosing Party, unless required by law.

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9. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or in connection with this MoU shall be resolved amicably through consultation between the Parties. Failing such resolution, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English and the venue shall be Mumbai.

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10. GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of India. The courts at [Insert Jurisdiction] shall have exclusive jurisdiction over matters arising out of or in connection with this MoU.

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11. ENTIRE UNDERSTANDING

This MoU represents the entire understanding between the Parties and supersedes all prior discussions, representations, and agreements, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day, month, and year first above written.

SMART INSTITUTE PVT. LTD. MUMBAI

For Smart Institute Pvt. Ltd.

Authorized Signatory: _____

Name: Dr Akhil Shahani

Designation: Director

Date: 10th June 2025

SMART INSTITUTE PVT. LTD. MUMBAI

For JMF's VANDE MATARAM DEGREE COLLEGE OF ARTS, COMMERCE & SCIENCE

Authorized Signatory: _____

Name:

Designation:

Date: 10/06/2025

Dr. Rajkumar M. Kolhe
Founder President
JAHNVIS MULTI FOUNDATION
Dombivli (West), Thane.

JAHNVIS MULTI FOUNDATION Reg. No. MH/1147/02-AF/1141 THANE DOMBIVLI (W)-421 202