



महाराष्ट्र MAHARASHTRA

2022

BU 185029

अनु.क्र. 320483 दि. 21 DEC 2022 मु.शु.रकम. 500/-

दस्तावा प्रकार.....

दस्ता नोंदणी करणार भाहेत का? - होय/नाही.

मिळकतीचे वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता.....

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मुद्राचा विकत घेणाऱ्याचे नांव.....

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हस्ताक्षरकर्त्याचे नांव व पत्ता.....

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मुद्रांक विकत घेणाऱ्याची सही.....

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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this day of 25th November, 2022 by and between **ULTRAMAX INFONET TECHNOLOGIES PVT. LTD.**, Kataria Chember, 2nd Floor, ITI Road, Sanewadi, Aundh, Pune 411007. Represented herein by its Director Mr. Unmesh Raote THE FIRST PARTY represented herein by its Principal (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

*Unmesh Raote*

*[Signature]*

**TULJARAM CHATURCHAND COLLEGE**, address: TC College Road, Vivekanand Nagar, Baramati, Maharashtra - 413102, **THE SECOND PARTY**, (hereinafter referred to as "Second Party", a 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

A)	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.
B)	The Parties intent to cooperative and focus their efforts on cooperation within area of Skill Based Training, Education, Research and Placement.
C)	Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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 except confidential / trade 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 Second Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, by the First 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.

*Amichand*

*[Signature]*

## CLAUSE 2

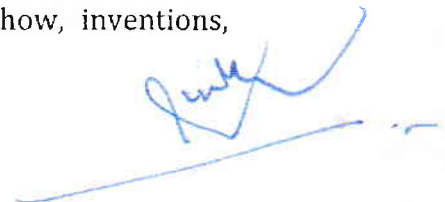
### SCOPE OF THE MoU

- 2.1 The budding Last Year professionals (Any Streams) 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 Industry ready program:  
The students will be imparted the respective training and who qualify the prescribed assessment will be issued certificate.  
Initially, students list and College Identity Card of the student need to be submitted to **ULTRAMAX INFONET TECHNOLOGIES PVT.LTD.** during course registration process.
- 2.3 Curriculum Design: First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.4 Skill Development Programs: The First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5. Faculty Development Programs: First Party to train the Faculties of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

## 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 for maximum period of 3 (three) years until it is expressly terminated by either Party on mutually agreed terms, during which period **ULTRAMAX INFONET TECHNOLOGIES PVT.LTD.**, Pune the First Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **ULTRAMAX INFONET TECHNOLOGIES PVT.LTD.**, Pune the First 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.

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 Pune.

*Amishkumar S*

*[Signature]*

In witness whereof the parties have agreed to the terms and the conditions given above and have signed and stamped their agreement for the same as given below:

ULTRAMAX INFONET TECHNOLOGIES PVT LTD.

TULJARAM CHATURCHAND COLLEGE

*Anup M. Khamkar*

*(D.B. Chandrashekhar) V. Murumkar*

(Mr. Anup M. Khamkar)

(D.B. Chandrashekhar) V. Murumkar

Principal

Tuljaram Chaturchand College  
Baramati

ULTRAMAX INFONETTULJARAM CHATURCHAND COLLEGE

Date: 22 Dec. 2022

Venue: Tuljaram chaturchand college, Baramati

Witness:

1. *(Signature)*

(Padmasree.R)

*(Signature)*

(Mr. U.D. Choudhari)

2. *(Signature)*

(Ashwini Chuchode)

*(Signature)*

(Mr. Krishna Kale)



**RESOLUTION**

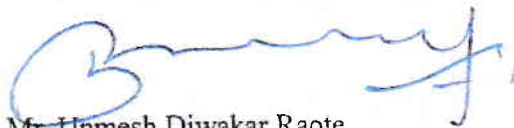
That we M/S. **ULTRAMAX INFONET TECHNOLOGIES PVT. LTD.** through its Managing Director **MR. UNMESH D. RAOTE**, having its office owner of M/S Ultramax Infonet Technologies Pvt. Ltd. 2<sup>nd</sup> Floor, Kataria Chember, ITI Road, Sanewadi, Aundh, Pune - 411007.

That we have decided Signed MoU (Memorandum of Understanding) with **TULJARAM CHATURCHAND COLLEGE**. Address: TC College Road, Vivekanand Nagar, Baramati, Maharashtra - 413102, So for the same we hereby appoint **MR. ANUP MADHUKAR KHAMKAR**, Designation: **Account Manager**, Age -38, Address: B-5, Kent Exclusive, Shivarkar Road, Wanawari, Pune - 411040.

As an Authorized person to sign all such documents related to the above mentioned property / office space also to execute, sign and MoU, Correction Deeds and other necessary documents as per low.

Thanking you

Authorized Signature



Mr. Unmesh Diwakar Raote  
Managing Director  
Ultramax Infonet Technologies Pvt. Ltd.

Seen  
22/12