

January 11, 2018



WBS
20/01/18

To
The Principal,
DSPM's Athalye-Sapre-Pitre Arts,
Commerce and Science College,
Devrukh, Taluka: Sangameshwar,
District: Ratnagiri, 415 804

**Subject: Customised Training Programme encompassing Spoken English and Confidence Building
for selected students of your college**

Dear Dr. Tendolkar,

Refer our MoUs dated April 24, 2017 for conducting CPBFI (Certificate Programme in Banking, Finance and Insurance) and December 15, 2017 for conducting the Spoken English and Confidence Building Programme for students of your college.

I am pleased to inform you that the management of Bajaj Finserv Limited has decided to support the above-mentioned Training Programme from CSR Funds of the company. For the proposed batch starting on January 12, 2018 with 60 students, our company shall provide a fee subsidy at the rate of Rs. 3,500 per student. The total fee subsidy payable, including all applicable taxes and duties, shall not exceed Rs. 2,10,000 (Rupees two lakh ten thousand only).

The subsidy shall be payable on submission of list of students, who have paid their share of fees. We have noted the undertaking from your side to maintain at least 90% attendance during the said programme.

Kindly confirm acceptance of this letter by returning a copy of this letter duly signed from your side.

For Bajaj Finserv Limited

V. Rajagopalan
President (Legal and Taxation)

Pune, January 11, 2018



Bajaj Finserv Limited

Corporate Office: 6th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road,
Viman Nagar, Pune - 411 014, Maharashtra, India
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

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www.bajajfinserv.in
Corporate ID No: L65923PN2007PLC130075

Memorandum of Understanding

This Memorandum of Understanding is made on 15th December, 2017 by and between

Bajaj Finserv Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Bajaj Auto Complex, Mumbai Pune Road, Pune, 411035 (hereinafter referred to as "BFS" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative, Mr. V. Rajagopalan, President (Legal and Taxation)

And

Global Talent Track Private Limited a company incorporated under the Companies Act, 1956, having its Registered office at 401, 4th Floor, Zero One Building, Mundhwa, Pune-411036 (hereinafter referred to as "GTT/Training Partner" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative, Manjiri Joshi, President

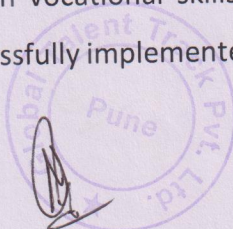
And

DSPM's Athalye-Sapre-Pitre Arts, Commerce and Science college, Devrukh, a college recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having address at: At Post Devrukh, Tal. Sangmeshwar, Dist. Ratnagiri, Pin 415 804 (hereinafter referred to as "PARTNER COLLEGE" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

Through its Principal, Mr Narendra Tendolkar

WHEREAS:

1. BFS is the holding company for financial services businesses of the Bajaj Group.
2. GTT is a company which has been set up in the year 2008 by some of the best minds from the industry, academia and technology domains with a vision of "Empowering YouthWorldwide" and a mission to "Skill 2 Million by 2022". GTT is established to train the candidates on vocational skills that will help them to get ready for the industry. GTT has successfully implemented its employability programme across India.



3. PARTNER COLLEGE, Established in 1972 by Devrukh Shikshan Prasarak Mandal, Devrukh, Taluka Sangmeshwar, is affiliated to Mumbai University, is a recipient of 'Mumbai University Best College Award' for the year 2009-10, and has obtained 'A' grade in the third cycle of National Assessment and Accreditation Council (NAAC) evaluation conducted in March 2016.
4. BFS is willing to enter into a Memorandum of Understanding with GTT and the PARTNER COLLEGE to train students of the PARTNER COLLEGE, under "High Impact transformation programme encompassing spoken English and confidence building" offered by GTT.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The Objective of this MOU is to train the selected students of the PARTNER COLLEGE in "High Impact transformation training programme encompassing spoken English and confidence building."

2. Period of MOU:

This MOU shall be effective from January 1, 2018 and shall remain valid for a period of six months i.e. up to June 30, 2018, after which the same may be renewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

3. Scope of MOU:

To train the selected students of PARTNER COLLEGE in Corporate Level Spoken English Programme, spread over 5 months from January, 2018 to May, 2018. The batch for the training shall be conducted at Devrukh (near Ratnagiri).



4. Roles/ Responsibilities of PARTNER COLLEGE:

- a. To provide the list of students for the proposed training.
- b. To make available classroom and other infrastructure as may be required by GTT for smooth conduct of training.
- c. To ensure 90% attendance of the students.
- d. To pay the Fees for running the programme to GTT as per terms of this MoU.
- e. The PARTNER COLLEGE shall not use the logos of GTT in any marketing and other publicity material without obtaining prior permission from GTT

5. Roles/ Responsibilities of GTT:

- a. To train the students of PARTNER COLLEGE as per the requirements of BFS.
- b. To train the candidates in Corporate Level Spoken English for 18 days (Total 128 hours) spread over 5 months from January, 2018 to May, 2018 in Parts I & II.
- c. To train minimum 40-60 candidates and ensure that at least 80% of the students meet the expected confidence level in English, mutually agreed by BFS and GTT before the commencement of the programme. GTT shall conduct a post training assessment with a defined passing score of 50%. GTT to ensure that at least 80% of the students shall pass the said assessment.
- d. GTT shall not use the logos of BFS or the PARTNER COLLEGE in any marketing and other publicity material without obtaining prior permission from BFS or PARTNER COLLEGE as the case may be.

6. Roles/ Responsibilities of BFS:

- a. To define the scope and deliverables of the programme in partnership with GTT.
- b. To coordinate activities of GTT and PARTNER COLLEGE to ensure that the programme is conducted as per pre-defined curriculum and schedule and the objectives of the programme as defined in this MoU are met.
- c. BFS shall not use the logos of GTT or the PARTNER COLLEGE in any marketing and other publicity material without obtaining prior permission from GTT or PARTNER COLLEGE as the case may be.



7. Commercials & Payment Terms:

The total fees for running this programme shall be Rs.1,70,000 (Rupees One lakh seventy thousand only) plus applicable taxes. The travel and accommodation charges are not included in the above fees and shall be reimbursed at actuals on submission of invoices. The fees, including applicable taxes, travel and accommodation charges, for the programme shall be borne entirely by the PARTNER COLLEGE. GTT shall raise tax invoices in the name of the PARTNER COLLEGE and the PARTNER COLLEGE shall pay the fees directly to GTT.

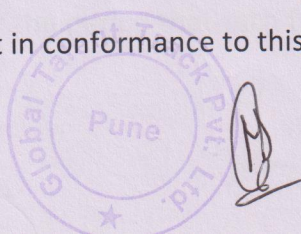
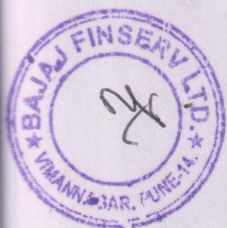
GTT shall be solely responsible for payment of GST or any other taxes that may be applicable, in respect of the above fees and FINSERV or the PARTNER COLLEGE shall not have any liability towards the same. GTT agrees that FINSERV or the PARTNER COLLEGE shall not have any liability including monetary or otherwise, in the event of any action is taken against GTT by any tax authorities. GTT agrees to fully compensate FINSERV or the PARTNER INSTITUTE, as the case may be, in case any action is taken against FINSERV or the PARTNER INSTITUTE by any such tax authority in respect of conduct of the programme by GTT under this MoU.

Payment Terms:

PARTNER COLLEGE shall pay an advance of 50% of the Contract value (i.e. Rs.85,000 plus applicable taxes) at the start of the training programme and balance 50% (i.e. Rs.85,000 plus applicable taxes) shall be payable at the completion of the programme.

8. Entirety & Amendment:

This Agreement contains the entire understanding between the Parties in relation to the Project. If during the operation of Agreement, circumstances arise which may call for alteration / modification to this Agreement, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes shall be formalized in writing as an 'Addendum' to this Agreement. Any changes/amendments to this Agreement not in conformance to this section shall be deemed to be void-ab-initio.



9. Confidentiality:

- a. Each party shall maintain confidentiality of any information that it receives from the other party. Publication of any material that is jointly developed by the two parties shall be considered as confidential and shall not be shared in any public forum or with any other third party, without prior consent/ approval of the other in writing, obtained from the authorized signatory.
- b. GTT shall not disclose any confidential information, identified as "Classified" in writing, pertaining to the operations of Bajaj Finserv or its consultants, Associates, subsidiaries that it may receive or obtain because of entering into this arrangement.

10. Intellectual Proprietary Rights:

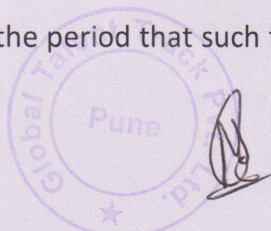
All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this Agreement and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this Agreement shall return such information to the requesting Party.

11. Termination:

This MOU can be terminated by either party by giving a written notice of 90 days to the other parties. However, the obligations of the parties which have already arisen prior to the termination of this Memorandum of Understanding shall continue to survive.

12. Force Majeure:

A party shall not be held liable for any failure of or delay, in the performance of this Agreement, for the period that such failure or delay, that is due to causes beyond its



reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties hereto and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this Agreement shall be settled through mutual consultation and agreement, by the Parties to this Agreement. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

For Bajaj Finserv Limited

For Global Talent Track Limited

For DSPM's Athalye-Sapre-Pitre
Arts, Commerce and Science
college

V. Rajagopalan
(Authorised Signatory)
Name: V. Rajagopalan
Designation: President (Legal & Taxation)
Place:
Date:

Manjiri Joshi
(Authorised Signatory)
Name: Manjiri Joshi
Designation: President
Place: Pune
Date: 17/1/18

Dr. N. Tendolkar
(Authorised Signatory)
Name: Dr. N. Tendolkar
Designation: Principal
Place: Deosuln.
Date: 20/01/2018

