

Rsoos/171

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED 1ST MARCH, 2022.

The Addendum to the MOU dated 1st March, 2022 is entered into an this the 1st day of April, 2023.

This agreement is made and executed between **Rajasthani Sammelan Educational Trust's Ghanshyamdas Saraf College of Arts & Commerce**, an institution Affiliated to University of Mumbai, established and run by Rajasthani Sammelan, a charitable trust registered under the Bombay Public Trust Act, 1950 (Registration No. E-1670) through its nominee Mr. Ashok M. Saraf and Mr. Kailash Kejriwal, being the President and secretary of the Trust, having its office at Plot No. 23-A, 24 -28, S. V. Road, Malad (West), Mumbai 400 064, hereinafter collectively called **"GSCC"**.

And

Phasor Education Private Limited a company registered under the Companies Act 2013, engaged in the business of Coaching Institute and Study Centre in **"Mumbai"**, having its corporate office at C/O Manish L. Seth, 3B Utkarsh CHSL, M.A Road, Near Andheri West Rly Station Mumbai-400058 through its Director Mr. Abhas Jha. Hereinafter called **"PEPL"**

Whereas **PEPL** has approach **GSCC** for starting certain courses in the premises of Rajasthani Sammelan Educational Trust under the joint academic partnership of **GSCC** and **PEPL** whereas **GSCC** has agreed to their proposal on certain terms and conditions.

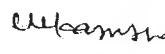
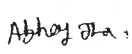


Now therefore for and in consideration of mutual covenants and obligation by the parties hereto, it is agreed as follows:

03. TITLE OF THE BUSINESS:

PEPL shall run courses stated herein as recognized program.

#	COURSE
1	JEE-NEET (INTIGRATED)
2	JEE-NEET (NON-INTIGRATED)
3	MH-CET (Board)
4	NDA
5	UPSC
6	RBI GRADE B
7	BANKING
8	SSC
9	RAILWAY
10	CLAT/MH-CET (law)
11	CAT /MH-CET
12	COMMERCE + FOUNDATION(11+12)

These above stated programs shall be carried out under the umbrella of **GSCC** and **PEPL** jointly. Both the names and logos will appear on all public information sharing, websites and presentation material.

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04. COURSE DURATION AND ELIGIBILITY FOR ENROLMENT:

The duration of the proposed courses are as follows:-

SR.NO	COURSE NAME	DURATION	ELIGIBILITY
1	JEE-NEET (INTIGRATED)	2 Years	12 th
2	JEE-NEET (NON-INTIGRATED)	2 Years	12 th
3	MH-CET (Board)	2 Years	12 th
4	NDA	2 Years	12 th
5	UPSC	3 Years	Degree
6	RBI GRADE B	3 Years	Degree
7	BANKING	3 Years	Degree
8	SSC	3 Years	Degree
9	RAILWAY	3 Years	Degree
10	CLAT/MH-CET (law)	3 Years	12 th & Degree
11	CAT /MH-CET	3 Years	12 th & Degree
12	COMMERCE + FOUNDATION(11+12)	2 Years	12 th & Degree

Duration of any other course not specifically mentioned in 03 above to be intimated to PEPL in advance.

07. DETAILSO F FEES:

- The fees and GST, wherever applicable, for the proposed courses shall be finalized by PEPL (Refer Annexure A).
- PEPL shall be responsible for collecting the fees for the courses mentioned in the clause.
- The share of GSCC and tax component of the entire course fee shall be remitted on a quarterly basis vide cheques or bank transfers
- Any amount due to GSCC for admissions that have already happened / fees already collected will be remitted by cheque to GSCC.
- The minimum commitment for the quarter need to be paid at the end of the quarter from the commencement of the agreement of the Agreement, which is 1st April. 2023.

08. SHARING OF THE REVENUE:

The revenue sharing of GSCC and of .PEPL is 25:75 plus GST for all its courses.

PEPL are liable to pay GSCC a sum of Rs.13,50,000/- (inclusive of GST), per annum as assured revenue or as per the actual revenue sharing agreed in this agreement whichever is higher. The minimum sum assured will be payable at the end of each quarter, which is Rs. 3,37,500/- (inclusive of GST).

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Abhay Dha .

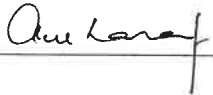
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to the writing on the day and year written hereinabove.


SIGNED AND DELIVERED by the within named Representatives of GSCC


1. Shri Ashok M. Saraf
Chairman, Rajasthani Sammelan

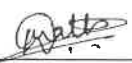

2. Shri. Kailash Kejriwal
Hon. Secretary, Rajasthani Sammelan



In the presence of:

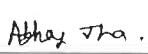
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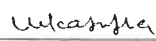

2. DIXHA NATH



SIGNED AND DELIVERED by the within named


1. Abhas Jha
Director, Phasor Education Pvt. Ltd.


2. Vikash Kumar Jha
Director, Phasor Education Pvt. Ltd.

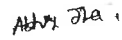


In the presence of:

1. Dr. Sandeep Kumar


2. _____









Annexure A :

PHASOR EDUCATION FEE STRUCTURE ACADEMIC YEAR 2023-24					
SR.NO	COURSE NAME	1 Year	2 Year	3 Year	ELIGIBILITY
1	JEE-NEET (INTIGRATED)	75000	150000		12 th
2	JEE-NEET (NON-INTIGRATED)	50000	100000		12 th
3	MH-CET (Board)	35000	75000		12 th
4	NDA	35000	75000		12 th
5	UPSC	60000	100000	120000	Degree
6	RBI GRADE B	15000	18000	20000	Degree
7	BANKING	12000	15000	18000	Degree
8	SSC	15000	18000	20000	Degree
9	RAILWAY	15000	18000	20000	Degree
10	CLAT/MH-CET (law)	15000	18000	20000	12 th & Degree
11	CAT /MH-CET	15000	18000	20000	12 th & Degree
12	COMMERCE + FOUNDATION(11+12)	12000	24000		12 th & Degree

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Abhay Jha .




Memorandum of Understanding

Between

Phasor Education Private Limited

And

**Rajasthani Sammelan's
Ghanshyamdas Saraf College of
Arts & Commerce**

1st March, 2022

This agreement is made and executed on 1st March between Rajasthani Sammelan Educational Trust's Ghanshyamdas Saraf College of Arts & Commerce, an institution Affiliated to University of Mumbai, established and run by Rajasthani Sammelan, a charitable trust registered under the Bombay Public Trust Act, 1950 (Registration No. E-1670) through its nominee Mr. Ashok M. Saraf and Mr. Kailash Kejriwal, being the President and secretary of the Trust, having its office at Plot No. 23-A, 24 -28, S.V.Road, Malad (West), Mumbai 400 064, hereinafter collectively called "GSCC".

And

Phasor Education Private Limited a company registered under the Companies Act 2013, engaged in the business of Coaching Institute and Study Centre in "Mumbai", having its corporate office at C/O Manish L. Seth, 3B Utkarsh CHSL, M.A Road, Near Andheri West Rly Station Mumbai-400058 through its Director Abhas Jha. Hereinafter called "PEPL"

Whereas PEPL has approach GSCC for starting certain courses in the premises of Rajasthani Sammelan Educational Trust under the joint academic partnership of GSCC and PEPL whereas GSCC has agreed to their proposal on certain terms and conditions.

Now therefore for and in consideration of mutual covenants and obligation by the parties hereto, it is agreed as follows:

01. TERMS OF THE AGREEMENT:

The arrangement shall be in force for a period of three academic year from 1st March 2022 and can be renewed further with mutual consent of both the parties to the agreement.

02. JURISDICTION:

The Jurisdiction of agreement shall be within the municipal limits of the city of Mumbai.

03. TITLE OF THE BUSINESS:

PEPL shall run courses stated herein as recognized program.

#	Course	Duration	Eligibility
1	NEET/JEE- AARAMBH	2 YEARS	10 TH PASS
2	NEET/JEE-ACHIEVER	1 YEAR	11 TH PASS
3	IAS /PCS – FOUNDATION	3/2/1 YEARS	12 TH PASS
4	NRA-CRT/ IBPS/GOV. COMPETITIVE EXAM	3/2/1 YEARS	12 TH PASS

These above stated programs shall be carried out under the umbrella of GSCC and PEPL jointly. *Both the names and logos will appear on all public information sharing, websites and presentation material.*

04. COURSE DURATION AND ELIGIBILITY FOR ENROLMENT:

The duration of the proposed courses are as follows:-

#	Course	Duration	Eligibility
1	NEET/JEE- AARAMBH	2 YEARS	10 TH PASS
2	NEET/JEE-ACHIEVER	1 YEAR	11 TH PASS
3	IAS /PCS – FOUNDATION	3/2/1 YEARS	12 TH PASS
4	NRA-CRT/ IBPS/GOV. COMPETITIVE EXAM	3/2/1 YEARS	12 TH PASS

Duration of any other course not specifically mentioned in 03 above to be intimated to PEPL in advance.

05. ADMISSION PROCEDURE:

PEPL shall follow its own admission procedure for admitting students to the proposed courses. **PEPL** shall print and use its own prospectus and forms for admission to the courses.

06. RESPONSIBILITIES OF THE PARTIES:

The responsibilities of the parties shall be as stated hereunder:

(i) GSCC:

- a) To ensure that expected infrastructure, equipments and facilities – including classrooms with a seating capacity of **40** students would be provided as per the requirement.
- b) To ensure that any change in the availability of facilities, infrastructure or equipments be informed to the representative of **PEPL** well in advance.
- c) To provide **PEPL** with any relevant document that may be required in the future for purposes of validation of our Academic partnership
- d) To maintain student records in ERP and issue I- cards to the students.
- e) To ensure that at the end of the Academic Partnership or association, it does not falsely represent or use the name or logo or emblem of **PEPL** or any of its subsidiary institutes, in any form.
- f) To ensure that every effort is made to make the partnership a success in terms of synergy and mutual growth.

(ii) PEPL

- a) To ensure that it supports the employees and associates of Rajasthani Sammelan or GSCC to manage the terms of the association / partnership in a seamless and effective manner.
- b) To ensure that any requirement of infrastructure, facilities or equipments be informed to the representative of GSCC well in advance.
- c) To ensure that all fees are collected in the form and manner mentioned below.
- d) To provide details of the students before the beginning of the session
- e) To provide staff class and student coordination.

07. DETAILSO F FEES:

- (a) The fees and GST, wherever applicable, for the proposed courses shall be finalized by **PEPL**.
- (b) **PEPL** shall be responsible for collecting the fees for the courses mentioned in the clause.
- (c) The share of **GSCC** and tax component of the entire course fee shall be remitted on a monthly basis vide cheques or bank transfers
- (d) Any amount due to GSCC for admissions that have already happened / fees already collected will be remitted by cheque to GSCC.
- (e) The minimum commitment for the quarter need to be paid at the end of the quarter from the commencement of the agreement of the Agreement, which is 1st March, 2022.

08. SHARING OF THE REVENUE:

The revenue sharing of GSCC and of .PEPL is **25:75** plus GST for all its courses.

PEPL are liable to pay GSCC a sum of **Rs.10,00,000/- (inclusive of GST)**, per annum as assured revenue or as per the actual revenue sharing agreed in this agreement whichever is higher. The minimum sum assured will be payable at the end of each quarter, which is **Rs. 2,50,000/- (inclusive of GST)**.

09. MARKETING:. **PEPL** will be responsible for the marketing and sales efforts and to reach the students targets with support from GSCC.

10. NON COMPETING CLAUSE:

PEPL shall not run any of its Courses mentioned in clause 03. at any other location in Malad. Except its current office and branches

11. CONFIDENTIALITY:

It is agreed that any information, details, documentation provided by the Rajasthani Sammelan Education Trust is confidential information. The said information shall remain the sole property of the Rajasthani Sammelan Education Trust.

12. SINGLE POINT OF CONTACT:

Both the Rajasthani Sammelan Education Trust and PEPL shall nominate a single person, who would be responsible for their respective organization. They shall ensure proper communication and reporting to their own management for the day to day activities.

Policy matters, however, shall be decided by the Governing Board of the Sammelan and the Board of Directors of KIIMS

13. OPERATING AND MANAGEMENT REVIEW:

Operating Review shall be performed at least once every month. The review panel will be decided on acceptance of the Memorandum of Understanding and the names shall be officially intimated by the partners to each other respectively. The review panel shall have three representatives each from the GSCC and PEPL.

The minutes of the meeting shall be maintained and provided by PEPL. The review meeting shall be held once every quarter.

14. TERMINATION:

This agreement is effective for one year from the date of signing unless terminated earlier in accordance with this section.

Either party may terminate the Agreement upon written notice to the other in the event that:

The other party defaults on any obligation established under or pursuant to this agreement and fails to remedy, the said default to the non-defaulting party's reasonable satisfaction within three months after written notification of the said default was made to the defaulting party.

A three months notice of termination if the party becomes insolvent or bankrupt, assign all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or asset, becomes subject to any legal proceeding relating to insolvency or for the projection of creditors rights or otherwise ceases to conduct business in the normal course, or

A three months notification shall be given if the control of the party existing as of the date set forth above changes in manner that, in other party's sole judgement, may adversely affect the rights or interest hereunder.

A three months notice for termination for convenience from either party without assigning any reasons whatsoever.

The parties to the agreement shall however ensure that the program underway is duly completed.

15. FORCE MAJEURE:

Neither Party shall be liable to other in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited by) acts of GOD, Civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, explosion, fires, earthquakes, floods, transportation, embargoes, epidemics, acts of government, its agencies or officers. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a longer period than one month, then the other party shall have the right to termination under this condition will be no liabilities and penalties.

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16. CHANGES IN TERMS AND CONDITIONS:

The parties herewith agree to sign any other papers, documents, Memorandum of Understanding in writing to effect any changes or variance of the above terms and conditions, mutually agreed and on such signing the terms and conditions shall become effective and part of this agreement with immediate effect.

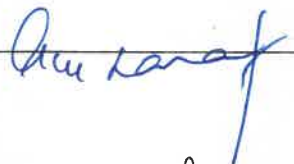
17. ARBITRATION:

All disputes arising out of or in connection with the present agreement shall be settled through mutual negotiations, failing which the dispute shall be settled under the Rules of the Arbitration and Conciliation Act, 1996. The place for Arbitration shall be Mumbai. The language of arbitration shall be English. The jurisdiction for any disputes with any third party shall be at Mumbai.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to the writing on the day and year written hereinabove.

SIGNED AND DELIVERED by the within named Representatives of GSCC

1. **Shri Ashok M. Saraf**
Chairman, Rajasthani Sammelan

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2. **Shri. Kailash Kejriwal**
Hon. Secretary, Rajasthani Sammelan



In the presence of:

1. Dixha Nath.



2. SANJAY MISHRA



SIGNED AND DELIVERED by the within named

1. **Abhas Jha**
(Director.)



2. **Vikash Kumar Jha**
(Director)



In the presence of:

1.  Dr. Sandeep Kumar



2. MANISH RAVIPATI



FEE STRUCTURE FOR JEE / NEET

COURSE DURATION 1YEAR

TOTAL FEE - 130000

Including GST)

No of installment- 5 (At the
interval of 1.5 month)

1st – 30000/

2nd -25000/

3rd- 25000/

4th – 25000/

5th- 25000 /

COURSE DURATION 2 YEAR

TOTAL FEE -210000 (Including GST)

No of installment- 7 (At the
interval of 2 month)

1st - 30000/

2nd -30000/

3rd - 30000/

4th -30000/

5th -30000/

6th -30000/

7th -30000/

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FEE STRUCTURE FOR UPSC & ALL CIVIL SERVICES

<u>PHYSICAL CLASSROOM For 1st Year Student</u> FEE - 145000 Rs No Of Installment - 6 1st Year - 75000 Rs, 2nd Year -35000Rs , 3rd Year - 35000 1st - 15000 Rs (Admission Amount + Registration) 2nd - 20000 Rs After 4 Months 3rd - 20000 Rs After 4 Months 4th - 20000 Rs Afer 4 Months 5th - 20000 Rs After 4 Months 6th - 20000 Rs After 4 months 7th - 20000 Rs After 4 Months (Validity -3 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal Monitering	<u>PHYSICAL CLASSROOM For 2nd Year Student</u> FEE - 120000 Rs No Of - installment 6 1st Year - 75000 Rs, 2nd Year - 45000 Rs 1st - 15000 Rs (Admission Amount + Registration) 2nd - 20000 Rs After 4 Month 3rd - 20000 Rs After 4 Months 4th - 20000 Rs After 4 Months 5th - 20000 Rs After 4 Months 6th - 20000 Rs After 4 Months (Validity -2 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal Monitering	<u>PHYSICAL CLASSROOM For 3rd Year Student</u> FEE - 80000 Rs No of Installment 4 1st- 20000 Rs (AdmissionAmount + Registration) 2nd -20000 Rs After 3 months 3rd - 20000 Rs After 3 months 4th - 20000 Rs After 3 Months (Validity -1.5 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal Monitering
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FEE STRUCTURE FOR BANKING / RAILWAYS

<u>PHYSICAL CLASS</u> <u>ROOM For 1st</u> <u>Year Student</u> FEE - 18000 Rs Three Installment (6000 per 4th month) (Validity -3 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal Monitoring	<u>PHYSICAL CLASS</u> <u>ROOM For 2nd Year</u> <u>Student</u> FEE - 15000 Rs Three Install -ment (5000 per 4th month) (Validity -2 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal	<u>PHYSICAL CLASS</u> <u>ROOM For 3rd Year</u> <u>Student</u> FEE - 12000 Rs Two Installment (6000 per 4th month) (Validity -1 years) Course Facility Physical Class Room + Printed Material + Doubt Session After Every Test + Personal Monitoring
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