



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AK 567862

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BIRPARA COLLEGE, AFFILIATED UNDER UNIVERSITY OF NORTH  
BENGAL**

**AND**

**LALANI COMPUTER ACADEMY PVT. LTD**

**DEED OF AGREEMENT**

This Deed of Agreement came into existence on 17 August, 2023 between **Birpara College** represented by the Principal, Dr. Kaustav Chakrabarti, having its college registered address Birpara, Alipurduar, West Bengal 735204 (hereinafter called the First Party which term shall wherever the context so requires, mean and include its successors) of the **FIRST PART**

And

**LALANI COMPUTER ACADEMY PVT. LTD** represented by Mrs. B.K Lalani having its place of business at 1A, Khetra Das Lane (Beside 25, Ganesh Chandra Avenue) 2<sup>nd</sup> Floor Kolkata 700012. (hereinafter called the Second Party which term shall wherever the context so requires, mean and include its successors) of the **SECOND PART**.

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LALANI COMPUTER ACADEMY PVT. LTD.

DIRECTOR

Kaustav Chakrabarti

Banoli Kar

Kaushal Chaturvedi  
LALANI COMPUTER ACADEMY PVT. LTD.  
Ravi K  
DIRECTOR

**AND WHEREAS** The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) has acquired a reputation for running Vocational Training Centre. Of **LALANI COMPUTER ACADEMY PVT. LTD** (LCA) and goodwill for quality of its computer education among people since last 23+ years.

**AND WHEREAS** the SECOND PART (**LCA**) is an interested person to open a computer education training centre under the brand name of the **LALANI COMPUTER ACADEMY PVT. LTD (LCA)** and has approached the FIRST PART **Birpara College** to open LCA Training Centre inside the campus of the FIRST PART **Birpara College**.

**AND WHEREAS** the SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) has represented to the FIRST PART **Birpara College** that he has his own financial strength & capability to run the said business and the FIRST PART **Birpara College** has agreed to give the right to open the Training Centre in its campus on the terms and conditions recorded hereunder.

**AND WHEREAS** the parties have agreed to act in good faith towards each other and prevent any damage to the interests of the either party and continuously work to develop and improve the computer awareness to its students.

**AND WHEREAS** the parties on enquiries made by them are satisfied about the information obtained from each other and nothing has been suppressed or concealed by any of the parties and they have agreed to enter into the agreement for mutual benefit.

Now this present witnesseth and the parties hereby agree as follows:

**1. INFRASTRUCTURE**

- 1.1 The FIRST PART **Birpara College** will provide class rooms and rooms for Computer Lab to the SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) for conducting the courses.

- 1.2 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will look after the maintenance of the class room and will provide the necessary computer system for lab.
- 1.3 The FIRST PART **Birpara College** will provide Electricity, CCTV Camera, Chair and Power Backup facility in the College premises for conducting the Courses smoothly.

## 2. **ACADEMIC COMMITTEE**

- 2.1 The Academic Committee shall be formed by the SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) to:
1. Monitor the syllabus.
  2. Progress of the course.
  3. Fee Structure.

## 3. **ACADEMIC EXECUTION**

- 3.1 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will conduct any one or more than one Courses inside the College Campus as follows:

Course	Duration in Months
Advance Diploma in Financial Accounting (ADFA)	12 Months
Smart Office (S.O) With Advance Excel	06 Months

- 3.2 The whole project would be considered viable only when the SECOND PART gets 300 students.
- 3.3 The FIRST PART **Birpara College** will carry out the internal marketing of the courses to their students (both present and graduated students) and outsiders (i.e., those not belonging to encouraging them to enrol for those courses. The SECOND PART (**LALANI COMPUTER**

Kaustubh Chakrabarti

LALANI COMPUTER ACADEMY PVT. LTD.

Ranali Kar  
DIRECTOR

**ACADEMY PVT. LTD)** would support the College for such activities by holding Seminars.

3.4 The Course Fees of the following courses will be as follows

COURSE	FEES
Advance Diploma in Financial Accounting (ADFA)	6000/-
Smart Office (S.O) With Advance Excel	2100/-

3.5 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD)** would maintain all collection of fees and disbursements.

3.6 The FIRST PART **Birpara College** shall be expected to render full support and cooperation during the functioning of the entire courses at the department premises.

3.7 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD)** would maintain the Attendance of the Students.

3.8 The FIRST PART **Birpara College** will provide Students Database with detail information to the SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD).**

3.9 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD)** would provide the students with Certificates issued by the Head Office (**LALANI COMPUTER ACADEMY PVT. LTD)** after completing the Course successfully.

3.10 In case of any change, modification or alteration to the above terms, the same shall be subject to written mutual consent of both the Parties.

3.11 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD)** would provide detailed Course Schedule and Fees Structure to the FIRST PART **Birpara College.**

Kaushal Chandra Singh  
LALANI COMPUTER ACADEMY PVT. LTD.  
Ramesh  
DIRECTOR

3.11 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) would provide detailed Course Schedule and Fees Structure to the FIRST PART **Birpara College**.

3.12 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will provide Job Assistance for minimum 1 Years and above courses to the students who successfully completes the course with certification.

3.13 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will provide Job Assistance to the Students subject to the following terms and conditions:

1. The students must pass all Examinations.
2. The students need to have minimum 75% Attendance.
3. The students need to pass out 10+2 Exam.

The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will provide Job Assistance. Job Assistance adequate interviews will be provided to the successful students.

3.14 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) shall display the information/flex in front of the College Campus.

#### **4. MANPOWER**

4.1.1 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will provide the Teaching Staff required for the class.

4.1.2 The SECOND PART (**LALANI COMPUTER ACADEMY PVT. LTD**) will provide the Non-Teaching Staff and the Technical support.

#### **5. SECURITY**

The FIRST PART **Birpara College** will have to bear the sole responsibility of the security of the computers and other machineries of the Centre at its premises.

Kanwar Shakti  
LALANI COMPUTER ACADEMY PVT. LTD.  
Kanali Kan  
DIRECTOR

**6. VALIDITY**

6.1.1 This Agreement will come into force from the date of signing and will be valid for 5 (Five) Years thereon.

6.1.2 Negotiations regarding extension of this Agreement to any period shall be taken up one month prior to the expiry of this Agreement subject to the approval of the Governing body of the FIRST PART **Birpara College** and SECOND PART (LALANI COMPUTER ACADEMY PVT. LTD).

**7. TERMINATION**

7.1.1 Except or otherwise provided, this Agreement can be terminated by a 3 (Three) months prior written notice by either party during the tenure of this contract.

7.1.2 Upon the breach of one or more of its obligations hereunder, provided that this Agreement shall not be terminated, if the defaulting party has cured the default within 30 (Thirty) days after the notice has been given.

7.1.3 Upon either party transferring the whole or any important part of its business.

7.1.4 Upon either party merging with or becoming controlled directly or indirectly by any company or entity not agreeable with the other.

7.1.5 Any party will have the right to terminate this Agreement with a prior notice of 3 (Three) months at any stage during the period of this Agreement, if the project is not found viable due to shortage of Admissions or any other unseen reasons.

**8. ARBITRATION**

Any dispute or differences, which may arise out of this agreement or in the institution there are, included any dispute relating to its validity or effect shall be settled under the provisions of Arbitration and Conciliation Act, 1996.

**9. SHARE OF DIVIDEND**

The SECOND PART (LALANI COMPUTER ACADEMY PVT. LTD) will provide **15%** of the total collection of the course fees from the students to the FIRST PART **Birpara College**.

**10. JURISDICTION**

All legal matters will be heard and settled in the city of Kolkata jurisdiction only.

In witness whereof the parties hereto have hereunto caused their respective Common Seal to be hereunto affixed the day, month and year first above written.

**For Birpara College**

**For Lalani Computer Academy Pvt. Ltd**

*Kaustav Chakrabarti*

**Dr. Kaustav Chakrabarti**

Principal

PRINCIPAL  
BIRPARA COLLEGE  
BIRPARA, ALIPURDUAR

LALANI COMPUTER ACADEMY PVT. LTD.

*Barnali Kar*

DIRECTOR

**Barnali Kar Lalani**

Director

**Witness:**

**Witness:**

1. *Biswajit Saha*

1. *Hoare*

2. *Ranjit Ray*

2. *Raja Shaw*