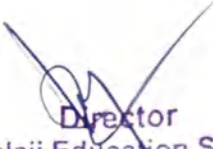




## DVV 5.2.1

### Queries:

1. HEI is requested to kindly note that the link are provided for supporting document are not working. Please relook and provide correct valid link.
2. Kindly note that, there is data mismatch in metric ID 5.2.1.2 which is not equal to 2.6.3.1 for all academic year. Please relook and provide correct revised data.
3. Kindly provide list of students placed along with placement details as per template year wise with clearly scanned image for the last five year.
4. Kindly provide supporting documents relating to placement cell such as brochures, tie-ups etc., can be uploaded. Please relook and provide correct revised data.
5. Kindly upload supporting data for students who have joined for higher education in prescribed format for the assessment period with clearly scanned image.
6. Please provide the required details in the column 'Name of student who has been placed' in the data template, as the blank column should not be considered.
7. Kindly provide list of the number of outgoing student year wise for the last five years for the metric ID 5.2.1.2 and which should be equal to 2.6.3.1 .

  
**Director**  
**Sai Balaji Education Society's**  
**Sai Balaji International Institute**  
**of Management Sciences**  
**Pune**





### DVV-1:

1. HEI is requested to kindly note that the link are provided for supporting document are not working. Please relook and provide correct valid link.

#### Justification:

Link for supporting documents has been checked and given as below:

*Press control + click to open the link.*

<https://sbiims.edu.in/pdf/NAAC/Cycle2/521.pdf>

### DVV-2:


2. Kindly note that, there is data mismatch in metric ID 5.2.1.2 which is not equal to 2.6.3.1 for all academic year. Please relook and provide correct revised data.

#### Justification:

Data for Metric 5.2.1.2 which is not equal to 2.6.3.1 for all academic year has been checked and correct data is given as below,

Revised corrected data is given as below, detailed document is also uploaded.

Year	2022-23	2021-22	2020-21	2019-20	2018-19
Metric 5.2.1.2	116	121	99	61	43
Metric 2.6.3.1	186	126	104	63	43

  
Director  
Sai Balaji Education Society's  
Sai Balaji International Institute  
of Management Sciences  
Pune





SAIBALAJI EDUCATIONAL SOCIETY  
SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES **SBIIMS**  
SBIIMS PUNE

Affiliated to Savitribai Phule Pune University  
Approved by AICTE, Ministry of HRD, Govt. of India

**DVV-3:**

3. Kindly provide list of students placed along with placement details as per template year wise with clearly scanned image for the last five year.

**Justification:**

List of the students placed along with placement details as per template year wise with clearly scanned image for the last five year is scanned, scanned and uploaded herewith.

Link for the document is given below:

***Press control + click to open the link.***

<https://sbiims.edu.in/pdf/NAAC/Cycle2/521.pdf>

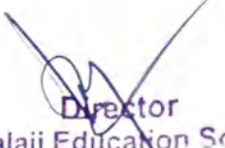
**DVV-4:**

4. Kindly provide supporting documents relating to placement cell such as brochures, tie-ups etc., can be uploaded. Please relook and provide correct revised data.

**Justification:**

MOU for placement has been done with following companies. The copies of the said are enclosed here with.

- (1) Indigo Paints
- (2) VTP Realty
- (3) Bharat Vikas Group (BVG)

  
Director  
Sai Balaji Education Society's  
Sai Balaji International Institute  
of Management Sciences  
Pune





**INDIGO**

Be surprised!

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**SaiBalaji Education Society, Pune  
(IIMS/IIMHRD-W/SBIIMS)  
Sr.No54 Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033**

**and**

**Indigo Paints Limited,  
Street 5, Pallod Farms II,  
Baner, Pune – 411 045, Maharashtra**

**FOR**

**Indigo Paints Limited,  
Street 5, Pallod Farms II,  
Baner, Pune – 411 045, Maharashtra**



**INDIGO**

Be surprised!

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this day, Wednesday, 22<sup>nd</sup> June 2022 by and between

**SaiBalaji Education Society Pune** India,  
THE FIRST PARTY represented herein by its Name of Competent Authority /Representative

and

THE SECOND PARTY represented herein by its **Indigo Paints Limited/Representative**

### PURPOSE OF MOU

**In particular, this MOU is intended to**

Enhance entrepreneurial mind sets among the students of Entrepreneurship Development certificate course under Community College Centre, SaiBalaji Education Society Pune ( IIMS/IIMHRD-W/SBIIMS), India.

1. Organize various workshops on Entrepreneurship Development
2. Conduct practical trainings on Entrepreneurship Development
3. Generate self-employment opportunities
4. Assist the students in establishing various start-ups
5. Organize SIP program for students
6. Arrange the placement of trained students



**INDIGO**

Be surprised!

NOW THEREFORE, INCONSIDERATION OF THE MUTUAL PROMISES SET FOR THIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**Clause 1**

**CO-OPERATION**

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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the First Party.

**Clause 2**

**SCOPE OF THE MOU**

SaiBalaji Education Society has IIMS, IIMHRD-w, SBIIMS are there Post Graduate Management Institutes in its ambit. Hence, the core of this management of under is prevalent to all the three above mentioned institutes.

Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.

The Second Party will give valuable inputs to the First Party in teaching/training methodology so that the students fit into the industrial scenario meaningfully.

The interaction between SaiBalaji Education Society Pune and Indigo Paints Limited give an insight into the latest developments /requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.

The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.

The Second Party will extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.





**INDIGO**

Be surprised!  
Clauses

**VALIDITY**

The validity of the agreement is on year from the date of agreement.

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.

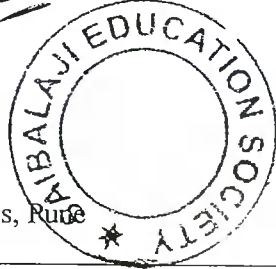
Any dispute will be settled in the Pune Court only where the SaiBalaji Education Society Pune, Maharashtra is situated.

**AGREED:**

For **SaiBalaji Education Society Pune**

Authorized Signatory

Prof. Manish R. Mundada  
Founder President  
SaiBalaji Group of Institutes, Pune



For **Indigo Paints Limited**

Authorized Signatory

Ms. Divyanshika  
Head- Human Resources  
Indigo Paints Limited, Pune



Name of University/Institute	Name of Industry
Address:- SaiBalaji Education Society Pune	Address: Indigo Paints Limited, Street 5, Pallod Farms II, Baner, Pune – 411 045, Maharashtra
Contact Details:- 9975455555	ContactDetails: Divyanshika, 7875218752
E-mail:- m.mundada@iimspune.edu.in	E-mails: hr@indigopaints.com
Web:- <a href="http://www.saibalaji.org">www.saibalaji.org</a>	Web: <a href="https://indigopaints.com/">https://indigopaints.com/</a>

Witness I:

Witness 2:

**MEMORANDUM OF UNDERSTANDING (MOU)**



**BETWEEN**

**SaiBalaji Education Society, Pune  
(IIMS/IIMHRD-W/SBIIMS)  
Sr.No54 Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033**

**and**

**VTP Group  
(VTP Realty)  
VTP House, Behind Shakti Sports, Pune Nagar Road,  
Vadgaonsheri, Pune 411014**

**FOR**

**VTP Group**

**VTP REALTY**

VTP House, 3rd Floor, Near Phoenix Mall, Nagar Road,  
Pune - 411 014, Maharashtra, India.

+91 20 6685 0000

[www.vtprealty.in](http://www.vtprealty.in)



## MEMORANDUM OF UNDERSTANDING



This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this day i.e. dated \_\_/\_\_/\_\_-Two Thousand and Twenty Twos by and between

**SaiBalaji Education Society Pune**  
**India, THEFIRST PARTY** represented herein by its **Name of Competent Authority / Representative**

**and**

**VTP Group, THE SECOND PARTY** represented herein by its **Name of Competent Authority / Representative**

### **PURPOSE OF MOU**

**In particular, this MOU is intended to**

1. Enhance entrepreneurial mindsets among the students of Entrepreneurship Development certificate course under Community College Centre, SaiBalaji Education Society Pune ( IIMS/IIMHRD-W/SBIIMS), India.
2. Organize various workshops on Entrepreneurship Development
3. Conduct practical trainings on Entrepreneurship Development
4. Generate self-employment opportunities
5. Assist the students in establishing various start-ups
6. Organize SIP program for students
7. Arrange the placement of trained students

VTP REALTY

VTP House, 3rd Floor, Near Phoenix Mall, Nagar Road,  
Pune - 411 014, Maharashtra, India.

+91 20 6685 0000

[www.vtprealty.in](http://www.vtprealty.in)

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**



### **Clause 1**

#### **CO-OPERATION**

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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the First Party.

### **Clause 2**

#### **SCOPE OF THE MOU**

SaiBalaji Education Society has IIMS, IIMHRD-w, SBIIMS are there Post Graduate Management Institutes in its ambit. Hence, the core of this management of under is prevalent to all the three above mentioned institutes.

Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.

The Second Party will give valuable inputs to the First Party in teaching/ training methodology so that the students fit into the industrial scenario meaningfully.

The interaction between SaiBalaji Education Society Pune and <(Industry Name)> give an insight into the latest developments /requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.

The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.

The Second Party will extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.

Clause 3  
VALIDITY



The validity of the agreement is one year from the date of agreement.

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.

Any dispute will be settled in the Pune Court only where the Sai Balaji Education Society Pune, Maharashtra is situated.

**AGREED:**

For SaiBalaji Education Society Pune

Authorized Signatory



For VTP Group

Authorized Signatory

Harsha Palande

Head - HR

Name of University/Institute	VTP Realty (part of VTP Group)
Address:- SaiBalaji Education Society Pune	Address:- VTP House, Pune Nagar Road, Vadgaonsheri, Pune
Contact Details:-	Contact Details:
E-mail:-	E-mails: harsha.palande@vtpgroup.com
Web:- www.saibalaji.org	Web:

Witness 1:

Witness 1:

Witness 2:

Witness 2:

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") is entered into on 2nd January 2023 between:

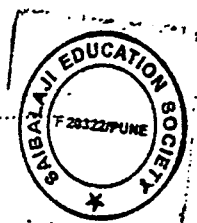
**Party 1:**

**BVG India Limited** (CIN: U74999PN2002PLC016834) having its Registered Office at BVG House, Premier Plaza, Old Pune Mumbai Road, Chinchwad, Pune – 411019, and Corporate Office at Midas Tower, 4th floor, Rajiv Gandhi Infotech Park, Phase 1, Hinjawadi, Pune 411057 (hereinafter called the "BVG") (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators, successors, and assigns), of the First Part.

and

**Party 2:**

*Sai Balaji Group of Institute  
(IIMS, SBES, IIMHRD)*



Hereinafter referred to as "College"

**BACKGROUND:**

**WHEREAS**, BVG is a registered organization and India's largest integrated facility management services Company, engaged in the business of providing services including waste management, landscaping, gardening, technical services, Electrical Projects, and other industrial services, as well as providing and maintaining Ambulatory Services and Emergency Medical Transport Services. BVG also envisions engaging fresh college pass-out students as apprentices in various projects.

**WHEREAS**, ..... Training and Placement Cell facilitates industry connections, organizes career development programs, and ensures students are well-prepared for internships and placements, fostering a smooth transition from academia to the professional realm.

**WHEREAS**, BVG intends to conduct a recruitment drive for the selection of students from College for employment & apprenticeship opportunities within BVG & its group companies as well as for its clients spread across the country and abroad.

**TERMS OF THE MoU:**

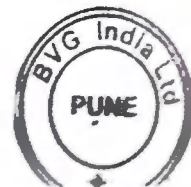
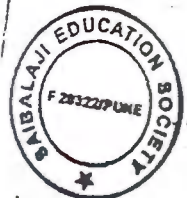
**1. Student Selection:**

- 1.1. The selection of students for employment by BVG shall be the sole right of BVG.
- 1.2. The selection process and criteria shall be defined by BVG, and the College agrees to abide by these guidelines.
- 1.3. BVG reserves the right to deny offer letters based on the unavailability of positions due to any circumstances.

**2. Recruitment Process:**

- 2.1. Necessary logistic arrangements for conducting the recruitment drive shall be made by College.
- 2.2. The initial screening of candidates, as per BVG guidelines, is the responsibility of the College.
- 2.3. College shall provide the necessary infrastructure for the smooth conduct of the end-to-end recruitment process defined by BVG.

**3. Candidate Communication:**



3.1 College shall maintain transparency with candidates through continuous communication.

3.2. College will act as a bridge between candidates and BVG, facilitating swift and proper communication and management.

#### 4. Candidate Placement:

4.1. BVG may request selected candidates to join any location within BVG's operating region.

4.2. In case of any misdeed or personal/professional issues, the separation of selected/recruited candidates shall be the sole authority of BVG.

#### 5. General Provisions:

5.1. This MoU shall commence on the effective date and continue until one year, unless terminated earlier by mutual agreement.

5.2. Any amendments to this MoU shall be in writing and signed by both parties.


**IN WITNESS WHEREOF**, the Parties hereto have executed this MoU as of the Effective Date first above written.

For BVG India Ltd:

  
Ravindra Ghate  
HoD Apprenticeships



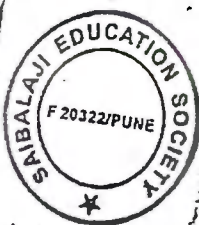
For Sai Balaji Group of  
Institute

  
Mr. Girish Kumar Nayak

Training & Placement Officer

2nd January 2023

Pune







#### DVV-5

5. Kindly upload supporting data for students who have joined for higher education in prescribed format for the assessment period with clearly scanned image.

#### Justification:

There NIL data for the students who have joined higher education. Prescribed format for the assessment period with clearly scanned image is given here with.

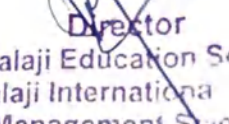
#### DVV-7:

7. Kindly provide list of the number of outgoing student year wise for the last five years for the metric ID 5.2.1.2 and which should be equal to 2.6.3.1 .

#### Justification:

Data of the number of outgoing student year wise for the last five years for the Metric 5.2.1.2 and which should be equal to 2.6.3.1 has been checked and correct data is given as below.

Year	2022-23	2021-22	2020-21	2019-20	2018-19
Metric 5.2.1.2	116	121	99	61	43
Metric 2.6.3.1	186	126	104	63	43

  
Director  
Sai Balaji Education Society's  
Sai Balaji International Institute  
of Management Sciences  
Pune





महाराष्ट्र MAHARASHTRA

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BN 894384

क्र. नं. ६८३३ दि. २०१६/२२ मु.शु.रकम ५००-

दस्तावेज प्रकार

MOU

इस दस्तावेज नोंदणी करणार आहेत का ? होय / नाही

विक्रयकर्त्याचे दर्शन

मुद्रांक विकत घेणाऱ्याचे नांव

Sri. Belaji Education Society

पत्ता

Nere Dattavadi Pune.

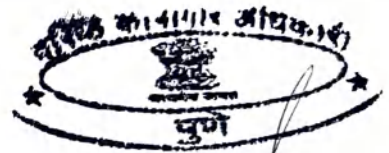
दस्तावेज तयार करणाऱ्याचे नांव

हस्ताक्षर नांव व पत्ता

Uim Nade

मुद्रांक विकत घेणाऱ्याची सही

सौ. अंजली दिपक दिवेकर  
परवाना क्र. २२०११६४  
, सिंचनक्रमांव, पुणे.



11 5 JUN 2022

प्रथम मुद्रांक लिपीक  
नेमणार पुणे करिता

Memorandum of Understanding

(This Memorandum of Understanding ("MoU") executed on 21<sup>st</sup> June, 2022 at Pune





महाराष्ट्र MAHARASHTRA

2022

11AA 919459

पं. नं. प्रतिलिपि प्रमाणपत्रासाठी  
 अनु. क्र. ९९२३ दि. २१/६/२०२२ मूल्य १००/-  
 मुद्रांक विकत घेणाऱ्याची नाव Sai. Balaji Education Society  
 पत्ता Nere, Dattawadi, Pune  
 बंधूचे नाव अविनाश शिंदे  
 मुद्रांक विकत घेणाऱ्याची सह मातंगी वसंत मोडगशी  
 भारतीय गैर न्यायिक प्रमाणपत्रासाठी  
 प्रमाणपत्राची अचूक प्रत घ्यावी

वरिष्ठ कोषागार अधिकारी  
 पुणे  
 17 JUN 2022  
 प्रथम मुद्रांक लिपीक  
 कोषागार पुणे करिता

## Memorandum of Understanding

This Memorandum of Understanding ("MoU") executed on 20 June, 2022 at Pune between

**YES Bank Limited**, a company incorporated and registered, under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at YES Bank House, Off Western Express Highway, Santacruz (East), Mumbai – 400055 (herein after referred to as "**YES Bank**" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the One Part;

**And**

SaiBalaji Education Society, an institution incorporated and registered under Indian Society Act 1860 and having, its registered office situated at Sr.No 54 Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033 (hereinafter referred to as the "**the Institute**" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the Other Part.

YES Bank and the Institute shall be hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**"

### WHEREAS

- A. YES Bank is a high quality, technology driven, state-of-the-art private sector Indian bank catering to "Emerging India", with strong focus on knowledge based approach to banking.
- B. The Institute is an Educational Society
- C. The Parties have agreed to collaborate with each other for the Purpose more specifically described in clause 1 of this MoU.
- D. Pursuant to the above and in order to record the mutually agreed terms and conditions by and between the Parties in relation to the aforesaid Purpose, the Parties have agreed to execute this MoU.

### NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

#### 1. PURPOSE OF THE MOU

- A. This MoU is being entered into between the Parties as the Institute desires to provide a platform to YES Bank, its employees and/or authorized representatives (i) for conducting and organizing various training sessions, workshops, seminars, placement interviews and other activities more particularly described in Annexure "A" hereto; (ii) to participate in various recruitment drives, seminars, training programmes, newsletters and workshops conducted by or on behalf of the Institute and (iii) for any other purpose as may be identified by the Parties in writing on mutual consensus ("**Purpose**").
- B. It is agreed between the Parties that it shall be the sole discretion of YES Bank to conduct, organize and undertake the activities as mentioned above.
- C. From time to time, YES Bank and the Institute may jointly elect to amend, modify and/or replace Annexure "A", thereby amending/ modifying/ replacing the Purpose of this MoU, provided always that any such amendment or modification or replacement shall be in writing and signed by Parties.

#### 2. ROLE AND RESPONSIBILITIES OF THE PARTIES

The role and responsibilities of the Parties, if any, are mentioned in Annexure "A" hereto.

Annexure – A shall form an integral part of this MoU (including any amendment, modification or replacement thereto).



## REPRESENTATIONS AND WARRANTIES

The Institute represents and warrants to YES Bank that as of the date of this MoU

- a) It has all requisite capacity, power and authority to execute, deliver and perform this MoU and the terms and conditions contained herein
- b) This MoU has been validly executed and delivered and constitutes a legal, valid and binding obligation of the Institute.
- c) The execution, delivery and performance of this MoU does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to the Institute.
- d) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this MoU or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- e) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this MoU.
- f) The above representations and warranties shall be continuing and be deemed to be repeated as long as this MoU is in force.

## 4. RELATED DOCUMENTS

This MoU shall govern arrangement between the Parties for carrying out the Purpose.

## 5. GENERAL CLAUSES

### a) Force Majeure/ Acts of God:

These activities are to be carried out under this MoU is subject to there being no force majeure situation. Force majeure shall be deemed to include circumstances beyond the control and power of the contracting Parties, such as acts of God, civil commotion, riots, war, extremist action, governmental/regulatory/ statutory restrictions/actions, pandemic, epidemic, flood, earthquake, drought, labour dispute.

### b) Use of Marks/ Intellectual Property

The Institute recognizes the importance of intellectual property rights of YES Bank and protecting the materials used for or resulting from the joint activities conducted under the framework established by this MoU. During the term of this MoU, the Institute agrees and acknowledges that:

- i. unless expressly agreed herein, it shall not acquire any rights whatsoever in the trade names, trademarks, service marks or other similar proprietary designations/ intellectual property, owned, or used by YES Bank and/or as communicated by YES Bank to Institute (collectively "Mark/s") as a result of its use with the prior written consent of YES Bank or by virtue of this MoU;
- ii. It will not, directly or indirectly, attempt to acquire or challenge the title of YES Bank to the Mark/s, or any other intellectual property owned by YES Bank, or of service mark or other intellectual property pertaining thereto;
- iii. It will not use the Mark/s of the YES Bank in any manner which will defame or hurt the reputation and goodwill of YES Bank or in any derogatory manner.
- iv. It will not use the Mark/s or logos or names of YES Bank for any reason whatsoever without the prior written approval of YES Bank;
- v. The Institute, its employees and the audience shall not have the right to photo/video graph or record in any other mode or manner whatsoever the proceedings of any lecture, seminar, workshop, training and/or any activities undertaken/organized by YES Bank, its employees or authorized representatives and the Institute will inform its employees, all participants and audience of this restriction and enforce compliance with the same strictly.

### c) Confidentiality

- 1) The Institute agrees that it shall not, at any time or under any circumstances, without the prior

written consent of YES Bank, directly or indirectly communicate or disclose to any person any confidential information of YES Bank, its employees and representatives or the existence and terms of this MoU (other than to Bank employees and representatives on a strict need to know basis for the purpose of this MoU) only. However, such obligation shall not apply in the following eventualities:

- i) Information already in the possession of the Institute
  - ii) Information which is or has become generally available to the public
  - iii) Information that is independently developed by the Institute
  - iv) Information disclosed to Institute by a third party who is not subject to any confidentiality restriction
  - v) Information that is required to be disclosed by law or under a court order or by the applicable regulations or by any regulatory/statutory authority provided that the Institute will promptly inform YES Bank of the same unless legally restricted
- 2) The Institute also agrees and undertakes that it shall, inform YES Bank prior to releasing any press statements, new report or other publicity in print, media or otherwise regarding the MoU or the transactions contemplated by this MoU.
- 3) The Institute agrees and binds itself to the fact that all or any of the information, which is property of YES Bank or is disclosed by YES Bank in pursuance of this MoU, shall be treated as confidential and the Institute shall not disclose the said information without the prior approval of YES Bank in writing.
- 4) The provisions of this Clause herein above pertaining to the said confidential information shall survive the termination of this MoU for a period of 1 year from the date of such termination.

**d) Fees/Consideration**

The mutual benefit derived by the respective Parties constitutes sufficient consideration for them to enter into this MoU.

**e) Amendments and Waivers:**

No amendment to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU. No waiver of any breach of any provision of this MoU shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

**f) Term and Termination**

- i) This MoU shall be valid for a period of one year from the date of execution of this MoU unless otherwise earlier terminated in accordance with the provisions herein after contained. The Parties may mutually decide to renew the term of this MoU, provided any such renewal shall be in writing and signed by the Parties.
- ii) This MoU shall be effective as on the date of execution and shall continue in full force unless terminated or expired without renewal.
- iii) The Bank may terminate this MoU by giving notice period as mentioned below :-
  - by giving 30 days' notice in writing to the Institute without assigning any reason whatsoever; or
  - on breach by the Institute of the provisions of this MoU, by giving 30 days written notice to the Institute to remedy the breach if it remediable; or
  - with immediate effect on the Institute going into liquidation/ bankruptcy/ winding up or similar such events.

**g) Indemnity**

The Institute agrees to indemnify and keep indemnified individually, fully and promptly, YES Bank and/or its employees from and against all costs, claims, demands, liabilities, expenses, direct damages



or losses arising out of or in connection with the Institute's misrepresentation or breach of the terms of this MoU

**h) Dispute Resolution**

In case of differences arising out of this MoU, the Parties agree to find an amicable and mutually acceptable solution. Should the Parties fail to do so, all disputes arising in connection with this MoU shall be referred to arbitration and the arbitration shall be conducted by a sole arbitrator appointed jointly by the Parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time, and the venue shall be at Mumbai and the language shall be in English.

**i) Exclusivity**

It is expressly agreed that the services hereby agreed to be provided/ availed by the respective Parties shall be on a non-exclusive basis.

**j) Severability**

If any provision of this MoU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this MoU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this MoU shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

**k) Statutory Compliances**

The Parties agree that all activities and operations conducted pursuant to this MoU shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law.

**l) Notices**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if provided in English language and delivered personally or if transmitted by fax or other form of recorded communication to such Party:

**In the case of notice to YES Bank, at:**

Attention: Mr. Vikash Modi, HR Head – Retail Banking, YES BANK Ltd, YES Bank House, Off Western Express Highway, Santacruz (East), Mumbai – 400055

**In the case of notice to the Institute at:**

SaiBalaji Education Society, Sr.No 54, Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033

The notice shall be deemed to be effective upon the actual date of delivery supported by the requisite proof of delivery.

**m) Assignment**

The Institute may not assign or otherwise transfer this MoU, in whole or in part, without the prior written consent of the YES Bank. Any such purported assignment in violation of the preceding sentence will be void and of no effect. This MoU will be binding upon the Parties' respective successors and permitted assigns.

**n) Independent Parties:**

This MOU is on a "principal to principal" basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture.

employment or relationship of principal and agent between the Parties hereto or between their respective representatives and employees or between one Party and the representatives and employees of the other Party or to provide either of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

**o) Counterparts:**

This MoU may be executed in any number of counterparts, each of which is an original but together shall constitute a single instrument.

**p) Governing Law and Jurisdiction**

This MoU shall be governed by laws of India and subject to Arbitration Clause above, the courts of Mumbai shall have the exclusive jurisdiction to try any dispute arising under this MoU.

AnnexureA

PART A

Scope of Work

Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.

YES Bank will give valuable inputs to the SaiBalaji Education Society in teaching / training methodology, so that the students fit into the Banking scenario meaningfully.

YES Bank at its sole discretion will train the students of the SaiBalaji Education Society on the emerging Banking technologies in order to bridge the gap in skill and make them ready for Banking industry.

**IN WITNESS WHEREOF** the Parties to this Memorandum of Understanding have affixed their signature on the day and year herein above written

**SIGNED, SEALED AND DELIVERED**  
for and on behalf of YES BANK LIMITED by:

Name: Vikash Modi  
Designation: HR Head – Retail Banking  
Date: 20/06/2022  
Place: Mumbai



*Vikash Modi*

**SIGNED, SEALED AND DELIVERED**  
for and on behalf of SaiBalaji Education Society by:

Name: Prof. Manish R. Mundada  
Designation: Founder President  
Date: \_\_\_ June 2022  
Place: Pune



*Manish R. Mundada*