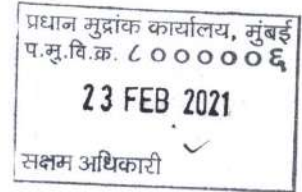




महाराष्ट्र MAHARASHTRA

© 2020 ©

BC 336277



श्री. दि. क. गवई

२२ फेब्रुवारी

MEMORANDUM OF UNDERSTANDING

This MOU made and entered into at Mumbai on 01-03-2021 executed by and between:

The University of Mumbai one of the earliest state universities in India and the oldest in Maharashtra. It has three campus across Mumbai (Kalina Campus, Thane Sub Campus and Fort Campus) It has its office at University of Mumbai, Fort, Mumbai-400 032 represented through Registrar hereinafter referred to as University (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its existing managing Counsel and/or the members included in their place) of the One Part.

1

[Handwritten signature]

AND

Premier Rhythmic Gymnastics Academy, an Institute registered under the Mumbai Public Trust 1950 bearing its registration no.E-29873 dated 26.09.2013. It is an Institute which is the very first Academy in India established with an aim to popularize the Rhythmic Gymnastics, the only Olympic recognized woman oriental game in the society. It has a very special goal to inculcate the fitness amongst the young girl as well as to promote the gymnast on school, college, district, state so also national level competitions. The said Academy has its registered address at Krishna Prasad, Dr.M.B.Raut Road, 67, Shivaji Park, Dadar, Mumbai-400 028 represented through its founder and/or chief coach Mrs. Varsha Upadhye

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its existing trustees) of the other part.

WHEREAS

- A The party of the first part has constructed the Hall at cultural Centre at its Kalina Campus for the purpose of for Cultural Activities (for the brevity sake hereinafter referred to as the said Hall) a sketch and/or details whereof are more particularly described in the first schedule hereinafter written.
- B The party of the other part with an intension to start its activity of the Rhythmic Gymnastics has approached the party of the first part vide its proposal dated 08-04-2019 allowing to use the said Hall since the same is found to be suitable (size, height, width etc.) for the purposes of its sporting activity on the terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH THAT

- 1 The said Hall shall be let out to the party of the other part for the 55 months (terms) starting from 13th April 2020 to 12th Nov. 2024 (both days inclusive)
- 2 Both the parties are at liberty to extend / renew the said MOU / agreement for further period _____ as may be mutually decided by and between them.
- 3 The party of the other part shall conduct ⁺ sporting activities from Monday to Sunday between 10 am to 6 pm.
- 4 For the said use party of the other part has agreed to pay monthly usage charges which is as follows.

(a)	13.04.2020	-	12.03.2021	=	Rs.15000/= p.m.
(b)	13.03.2021	-	12.02.2022	=	Rs.16500/= p.m.
(c)	13.02.2022	-	12.01.2023	=	Rs.18150/= p.m.
(d)	13.01.2023	-	12.12.2023	=	Rs.19765/= p.m.
(e)	13.12.2023	-	12.11.2024	=	Rs.21742/= p.m.

It is agreed by the party of the other part shall pay the said monthly charges on or before 10th day of each calendar month . It is made clear that the party of the other part shall regularly pay the electricity charges for the usage of actual electricity in the said premises lcepe out to them. Since there is on water connection to the said hall a required arrangement of water shall be made by the party of the other part as its costs. The party of other part shall regularly pay the water charges for the usage. Housekeeping and Pest control shall be sole responsibility of other party.

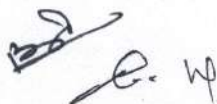
- 5 The party of the first part has agreed that during the allotted days and time, the said hall shall not be let out to any other person/s



and/or institute to carry on any activities save and except the party of the other part.

- 6 The party of the other part has also agreed to use the said hall only for conducting its sports activities such as training, organizing selection trials, conducting various competitions, sport seminars / courses, foreign coaching etc. It is agreed by and between the parties that the party of the other part shall install removable wall mounted mirror as well as wall bars for daily exercise. In addition to the same the party of the other part shall put a gymnastics mat in the said hall for the purpose of sports activities.
- 7 The party of the first part has agreed to clean the toilets as well as the said hall before handing over the same to the party of the other part. The party of the other part has also agreed to maintain the said toilets and the hall by cleaning the same periodically.
- 8 The party of the other part shall ensure to keep the said hall clean and undertakes the responsibility of its further wear and tear.
- 9 The said MOU / arrangement shall be cancelled & / or terminated in case of violation of any terms & conditions or in case the parties concerned decided to do so by will only by giving 1 months notice in writing.
- 10 In case of any dispute arises between the parties, the decision of the Hon'ble Vice Chancellor shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES HERETO SET & subscribed
their respective hands to this writing on the day & the year of its written.

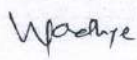


THE FIRST SCHEDULE ABOVE REFERRED TO AS

Registrar, University of Mumbai.

Dr. B. N. Gaikwad 

THE SECOND SCHEDULE ABOVE REFERRED.

 VARSHA UPADHYE.

For  MANISH UPADHYE

The Founder, Premier Rhythmic Gymnastics Academy



WITNESS

1  YOGINI GHARE

2

WITNESS

1  AKSHAY GADE

2



VARSHA MANISH UPADHYE'S

PREMIER RHYTHMIC GYMNASTICS ACADEMY

Regn. No. E - 29873, Mumbai

Vice President Mumbai City Gymnastics Association

International Judge & Coach (Federation of International Gymnastics - Rhythmic Gymnastics)

Worked as :

Technical Committee Member of Asian Gymnastics Union & Maharashtra Amateur Gymnastics Association
Convenor : Gymnastics Federation of India - Rhythmic Gymnastics

मुंबई विद्यापीठ

साभार पोच

आयएस/ आयसीडी/ २० ११/०२/२०

आवक विभाग

Date: 28/02/2020

To,
The Vice Chancellor,
University of Mumbai,
Mumbai

Sub : Request for renewal of the contract.

Respected Sir / madam,

From 13th May 2019, we started conducting advanced training at the Hall at Cultural Centre, university of Mumbai, Kalina campus. Because of this training our girls could achieve good ranking and some medals at various levels in competitions. The detailed report is attached herewith.

As per our contract, our tenure will get over on 13th April 2020. I would like to request you to renew our contract for next 5 years as per the clause 2 mentioned in the contract. I am ready to increase the rent by 10% every year and will adhere all the conditions mentioned in the contract.

Thanking you.

Yours faithfully,

Upadhye

Varsha M. Upadhye
International Judge & Coach

Encl : Report

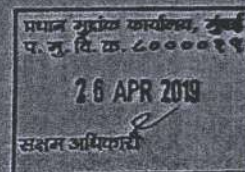
Res: Krishna Prasad, D.M.B. Road, 67, Shivaji Park, Dadar, Mumbai - 400 028.
E-mail: upadhyevarsha@yahoo.co.in Tel: 09826229010 / 022-24457110



महाराष्ट्र MAHARASHTRA

© 2018 ©

AP 404070



MEMORANDUM OF UNDERSTANDING

श्री. सी. टी. ओबेकर

This MOU made and entered into at Mumbai on 13th day of May 2019, executed by and between;

The University of Mumbai, one of the earliest state universities in India and the oldest in Maharashtra. It has three campus across Mumbai (Kahina Campus, Thane Sub Campus and Fort Campus) It has its office at University of Mumbai, Fort, Mumbai - 400 032 represented through Registrar hereinafter referred to as University (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its existing managing Council and/or the members included in their place) of the One Part.

AND

Premier Rhythmic Gymnastics Academy, an Institute registered under the Mumbai Public Trust 1950 bearing its registration no. E-29873 dated

26.09.2013. It is an Institute which is the very first Academy in India established with an aim to popularize the Rhythmic Gymnastics, the only Olympic recognized woman oriental game in the society. It has a very special goal to inculcate the fitness amongst the young girl as well as to promote the gymnast on school, college, district, state so also national level competitions. The said Academy has its registered address at Krishna Prasad, Dr. M. B. Raut Road, 67, Shivaji Park, Dadar, Mumbai - 400 028 represented through its founder and/or chief coach Mrs. Varsha Upadhye

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its existing trustees) of the other part.

WHEREAS:

- A The party of the first part has constructed the Hall at cultural Centre at its Kalina Campus for the purposes of for Cultural Activities (for the brevity sake hereinafter referred to as the said Hall) a sketch and/or details whereof are more particularly described in the first schedule hereinafter written.
- B The party of the other part with an intension to start its activity of the Rhythmic Gymnastics has approached the party of the first part vide its proposal dated 08-04-2019 allowing to use the said Hall since the same is found to be suitable (size, height, width etc.) for the purposes of its sporting activity on the terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSTH THAT

- 1 The said Hall shall be let out to the party of the other part initially for the 11 months, starting from 13th May 2019 to 12th April 2020 (both days inclusive)
- 2 Both the parties are at liberty to extend / renew the said MOU/ arrangement for further period of 5 yrs or as may be mutually decided by and between them.
- 3 The party of the other part shall conduct its sporting activities from Monday to Sunday between 10 am to 6 pm.

- 4 For the said use party of the other part has agreed to pay Rs. 15,000/- Monthly as and by way of usage charges to the party of the first part, which amount shall be paid by them on or before the 10th day of each calendar month. It is made clear that the party of the other part shall regularly pay the electricity charges for the usage of actual electricity in the said premises laid out to them.

Since there is no water connection to the said hall a required arrangement of water shall be made by the party of the other part at its costs. The party of other part shall regularly pay the water charges for the usage.

Housekeeping and Pest control shall be sole responsibility of other party.

- 5 The party of the first part has agreed that during the allotted days and time, the said hall shall not be let out to any other person/s and/or institute to carry on any activities save and except the party of the other part.
- 6 The party of the other part has also agreed to use the said hall only for conducting its sports activities such as training, organizing selection trials, conducting various competitions, sport seminars / courses, foreign coaching etc. It is agreed by and between the parties that the party of the other part shall install removable wall mounted mirror as well as wall bars for daily exercises. In addition to the same the party of the other part shall put a gymnastics mat in the said hall for the purposes of sports activities.
- 7 The party of the first part has agreed to clean the toilets as well as the said hall before handing over the same to the party of the other part. The party of the other part has also agreed to maintain the said toilets and the said hall by cleaning the same periodically.
- 8 The party of the other part shall ensure to keep the said hall clean and undertakes the responsibility of its further wear and tear.
- 9 The said MOU / arrangement shall be cancelled & / or terminated in case of violation of any terms & conditions or in case the parties concern decided to do so by will only by giving 1 month's notice in writing.

10 In case of any dispute arises between the parties, the decision of the Hon'ble Vice Chancellor shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES HERETO SET & subscribed their respective hands to this writing on the day & the year of its written.

THE FIRST SCHEDULE ABOVE REFERRED TO AS

Dr. Ajay Deshmukh,

Registrar, University of Mumbai

ajay
13/04/2019

THE SECOND SCHEDULE ABOVE REFERRED.

Mrs. Varsha Upadhye,

The Founder, Premier Rhythmic Gymnastics Academy

Upadhye



WITNESS

1. *[Signature]* - *Sunit Khadke*

2.

WITNESS

1. *[Signature]* - MANISH V UPADHYE

2.