



महाराष्ट्र MAHARASHTRA

2020

AZ 383914



Sub Treasury Officer
(Navi Mumbai)

महाराष्ट्र ए. खानापूर, पालाना क्र. ७, सार्वजनिक
विभागीय ठिकाण : आय. के. विभाग सार्वजनिक, सार्वजनिक, वि. सार्वजनिक
विक्री क्र : 2005 दिनांक : 08/09/2021
क्रमांक रु : 5001. वृद्धावस्था पालना क्रमांक रु 5000/-
श्री. वृद्धावस्था पालना सार्वजनिक श्री. वि.
राष्ट्रपति श्रद्धा
हस्त विभागीय वस्तु जाणव श्री. कोलकाता
प्रतिभाषण क्रमांक रु सार्वजनिक
प्रतिभाषणसाठीचे कारण : -

पदांक विभाग पालना-सार्वजनिक मंत्री:

प्रतिभाषण श्री. खानापूर
पदांक विभाग

7 SEP 2021

DEED AGREEMENT

This Agreement is executed on this 12th day of September, 2021 at
Sawantwadi,



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Registrar
University of Mumbai
Fort, Mumbai-400 032.

BETWEEN -

**Sawantwadi Municipal Council, Sawantwadi,
Through Jayant Jawadekar, Chief Officer
Sawantwadi, Tal. - Sawantwadi.
Dist. Sindhudurg.**

(Hereinafter referred to as the **SMC** which expression, unless repugnant to the context to the contrary, shall mean and include its legal representatives, officers, servants, administrators, executors assigns and successors)

AND

**Streamcast Education Services Pvt. Ltd.,
Through Harshwardhan Sabale, Director
having its operating office at 244 SVP Nagar, Andheri West, Mumbai,
Maharashtra 400053.**

(Hereinafter referred to as **Streamcast** which expression, unless repugnant to the context to the contrary, shall mean and include its legal representatives, officers, servants, administrators, executors assigns and successors)

AND

**University of Mumbai,
Through Prof. Baliram Namdev Gaikwad, Registrar
having its office at Fort, Mumbai 400103**

(Hereinafter referred to as the **University of Mumbai** which expression, unless repugnant to the context to the contrary, shall mean and include its legal representatives, officers, servants, administrators, executors assigns and successors)

AS UNDER -

Whereas SMC has established the Human Resource Development Centre namely Shivramraje Bhonsale Art Gallery as per



the sanctioned development plan of Sawantwadi and is the owner thereof, which is more particularly described in Schedule-A to this Deed (hereinafter referred to as "**HRD Centre**");

Whereas SMC had allotted HRD Centre to Streamcast vide Management Agreement dated November 27, 2018 for a period of 3 (three) years commencing from February 1, 2019 till January 31, 2022 ("**Streamcast Management Agreement**") for the purpose of carrying on its business of digital education, imparting, promoting & providing services pertaining to education, training, consultancy, research in primary, higher and professional education in every discipline, both technical and nontechnical, a copy of which is provided at Schedule-B;

Whereas Streamcast has, under the requirements of the aforementioned Streamcast Management Agreement, invested an amount of over Rs. 3 (three) crores in the HRD Centre on, inter alia, civil work improvements, structural improvements, implementation of a free public Wi-Fi mesh and various proprietary hardware and software to make the HRD Centre a world class online digital education streaming facility;

Whereas University of Mumbai is in the need of adequate space for the purpose of running its activities of Sindhudurg Sub-Campus under the Maharashtra Public Universities Act, 2016 (hereinafter referred to as the "**Desired Activities**") at Sawantwadi and at the present moment, in the process of acquiring/constructing an appropriate Centre for the same which would require some period;

Whereas under Section 1.2 Term B of the Streamcast Management Agreement, the said Streamcast Management Agreement can be automatically renewed for a further period of 6 (six) years ("**Renewal Term**") if a business plan for the same is presented to SMC;



Whereas upon due consideration of request from University of Mumbai, Streamcast has provided the requirement of the University of Mumbai for running the Desired Activities to SMC as the proposed business plan for providing the said Renewal Term;

Whereas SMC has agreed to grant the Renewal Term at its meeting held on August 27, 2021, subject to a tripartite agreement for the same being executed between SMC, University of Mumbai and Streamcast and have agreed to provide the HRD Centre exclusively to the University of Mumbai for the purpose of carrying out their desired activities of Sub-Campus;

Whereas University of Mumbai and Streamcast have agreed to enter into a separate agreement for usage of the technology and other infrastructure implemented by Streamcast at the HRD Centre;

Therefore the SMC, Streamcast and University of Mumbai have executed this Deed for the purpose of recording the agreed terms and conditions amongst them in this regard as follows:-

TERMS AND CONDITIONS

1. The SMC and Streamcast have agreed to allow the University of Mumbai to carry out the desired activities in the HRD Centre. The SMC and Streamcast will hand over actual and physical possession of the HRD Centre to the University Mumbai on 13.09.2021, for which separate possession receipt shall be executed.

2. The SMC has agreed not to charge, levy, demand from the University of Mumbai any rent or compensation or license fee or consideration or returns or share etc., for a period of 3 years from the date of execution of this Deed. The SMC has agreed to extend the period of this Deed for a further period of 3 years without charging any rent or compensation or license fee or consideration or returns or share etc. from the University of Mumbai, upon such request being



received from the University of Mumbai within 3 months of the end of 3 years period.

3. For the agreed period of 3 years and extended period, if any, the University of Mumbai shall be entitled to use, utilize and enjoy the HRD Centre, for the purpose of desired activities without any interruption, disturbance or interference from the SMC and/or Streamcast except as provided under the separate technology usage agreement to be signed between University of Mumbai and Streamcast, to allow personnel of Streamcast to provide and operate the technology as required by University of Mumbai.

4. The University of Mumbai is permitted to project and advertise in relation to their desired activities at the HRD Centre by all appropriate routine manners. A signboard of the University of Mumbai shall be placed on the conspicuous place of the HRD Centre and the current signboard of Streamcast carrying the words "Edmission" shall be changed to the signage of the University of Mumbai with the added words "Powered by Edmission" in a smaller size and font as compared to the signage of University of Mumbai.

5. Streamcast alone shall be liable and responsible to pay for operational expenses such as the use of electricity, water, telephone, internet/wi-fi, maintenance that may be used by the University of Mumbai for running their desired activities as per the terms of the Streamcast Management Agreement as well as the costs of its personnel required to operate the HRD Centre and keep it running as a world class education facility

6. The University of Mumbai alone shall and neither SMC nor Streamcast shall in any manner whatsoever be liable and responsible to pay for salaries and other financial benefits of the staff and workers that may be employed by University of Mumbai for running their Desired Activities. In no case whatsoever in nature, shall any staff



member or worker of the University of Mumbai be entitled to claim any salary, pension, gratuity and other financial benefit including employment of and from either SMC or Streamcast.

7. The University of Mumbai shall be entitled to bring, fix, install, any required furniture, fixtures, machineries, equipment, goods and articles for the purpose of better user and enjoyment of the HRD Centre and for the purpose of effectively carrying out the desired activities. However, after the period of 3 years or extended period is over or upon earlier determination of this Deed, the University of Mumbai shall forthwith remove, uninstall all furniture, fixtures, machineries, equipment, goods and articles and handover the vacant and peaceful possession of the HRD Centre to SMC and/or Streamcast, in its original state.

8. The University of Mumbai shall obtain the necessary licenses, approvals, sanctions, NOCs etc. for the purpose of carrying out desired activities in HRD Centre. The SMC and Streamcast shall extend all possible cooperation in this regard.

9. The University of Mumbai shall be liable to abide by and comply with all the applicable Laws, Rules, Regulations and Guidelines issued from time to time by the Central/State/Local Government and neither SMC nor Streamcast shall be liable for any breach or noncompliance of the same by the University of Mumbai.

10. The University of Mumbai shall not cause, directly or indirectly, any nuisance or disturbance or un-cleanliness in and around the HRD Centre. Similarly, the SMC and / or Streamcast shall not cause, directly or indirectly, any nuisance or disturbance or un-cleanliness in and around the HRD Centre. The SMC and Streamcast shall cooperate with the University of Mumbai to carry out their desired activities of Sindhudurg Sub-Campus.



11. The University of Mumbai shall indemnify, defend and hold harmless SMC and Streamcast, their respective officers, directors, employees, agents, affiliates and representatives, from and against any and all reasonable claims arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or wilful misconduct of the University of Mumbai, or anyone acting on their behalf, or under their instructions, in connection with this agreement and the obligations thereunder of the University of Mumbai.

12. Any dispute and/or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of the Arbitration will be Sawantwadi, Maharashtra. The Tribunal shall consist of sole arbitrator. The language of arbitration will be in English. The Courts in District Sindhudurg, Maharashtra will have exclusive jurisdiction.

13. All notices and other communications required or permitted under this agreement shall be in writing and shall be served on the respective parties as per the details mentioned in the title of this Deed.

14. This agreement contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written between the parties with respect to the subject matter of this agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertaking with respect to the subject matter of this agreement that are not contained in this agreement. The parties shall be at liberty to execute further and additional agreement/s between them as and when occasion arises.




All the parties have executed this agreement voluntarily and out of free consent and without any force, fear, fraud, coercion, and undue influence and after obtaining respective legal advice. As such this Agreement shall be binding on all the parties.

Parties

Signatures

1. Sawantwadi Municipal Council Sawantwadi,
through Jayant Jawadekar, Chief Officer


13.09.2024

2. Streamcast Education Services Pvt. Ltd.,
through Harshawardhan Sabale, Director



Witnessed by
Megha Nearya
AGWPD3631N



3. University of Mumbai, through Prof. Baliram
Namdev Gaikwad, Registrar

Witnessed by
Shripad Veling
ACTPRV6519N

