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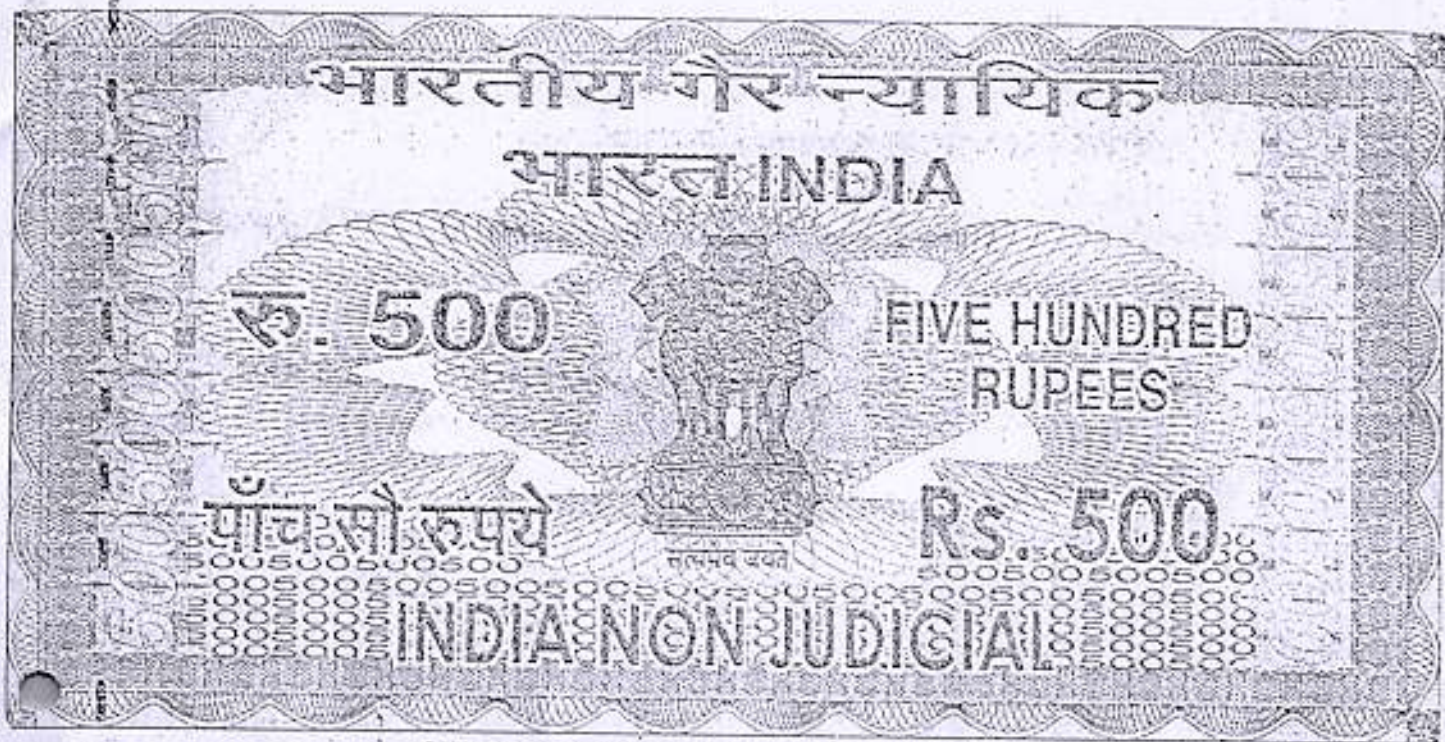
GLOBAL UNIVERSITY

Educating stars for tomorrow

Memorandum of Understanding- 2017-2018

RNB GLOBAL UNIVERSITY

RNB Global City, Ganganagar Road,
Bikaner, Rajasthan 334601



राजस्थान RAJASTHAN MEMORANDUM OF UNDERSTANDING

H 907694

This MEMORANDUM OF UNDERSTANDING (MoU) has been entered into on this 11th day of October 2017 at Bikaner, India

BY AND BETWEEN

M/s RNB INFRASTRUCTURE PRIVATE LIMITED, a Company duly incorporated and existing under the provisions of Companies Act, 1956 and having its Registered Office at RNB House, 1, Shivaji Enclave Main Road, Opp. Mother Dairy, Near Raja Garden, New Delhi hereinafter referred to as the 'COMPANY / PARTY OF THE FIRST PART/FIRST PARTY' which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its liquidators, administrators, successor(s) in business or their interest and permitted assigns.

AND

RNB GLOBAL UNIVERSITY, a university established by The RNB Global University Act, 2015 passed by Rajasthan Legislative Assembly and having its campus at RNB Global City, Ganganagar Road, Bikaner - 334601 hereinafter referred to as the 'UNIVERSITY/PARTY OF THE SECOND PART/SECOND PARTY' which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its liquidators, administrators, or their interest and permitted assigns.



Signed
TESTED
CENTRAL NOTARY
BIKANER (Raj.)



Bishan Kumar Singh

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10/11/71

10/10/12

संस्कृत-विभाग

१९७५ के अन्तर्गत
प्रमाणित किया गया है कि यह प्रमाणित है।
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अध्यक्ष संस्थान



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The COMPANY and the Party of the Second Part shall be hereinafter individually referred to as "the party" and collectively referred to as "the Parties".

Whereas

1. The Party of the First Part owns a Land Measuring 29.53 hectares at Khasra Number 245 (9.98 Hect), 253/1(4.44Hect), 253/2(4.45 Hect), 253/3 (4.89 Hect), 254/3 (4.88 Hect) , 254/1(0.45 Hect), 254/2(0.44 Hect), total of 7 khasra's at Village Khara, District Bikaner (hereinafter referred to as "SAID LAND") and which is near to the campus of the University;
2. The Party of the Second Part is desirous to offer courses in Agriculture and hence in requirement of the said land for academic purposes.
3. The Party of the First Part under its CSR Activities focuses on education and desirous to provide the said land free of cost for the use of Agricultural courses of the University free of cost as per the terms and conditions mutually agreed and reproduced in writing in this MoU.

Now, therefore, in consideration of the premises and mutual covenants, agreement hereinafter set forth, the parties intending to be legally bound, hereby agree and execute this Memorandum of Understanding (MoU) recording the said terms and conditions in the manner as under: -

INTERPRETATION CLAUSE:

Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time amended, modified or re-enacted, whether before or after the date of this MoU so far as such amendment, modification or re-enactment applied or is capable of applying to any transactions entered into prior to this MoU and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time amended, modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.

- 1.2 Words denoting the singular number only, shall also include the plural number and vice versa.

ATTESTED

CENTRAL NOTARY
BIKANER (Raj.)

Kishan Kumar Biji



1.3 Words denoting the masculine gender only, shall also include the feminine gender and vice versa.

1.4 Reference to person does not include body corporate or incorporated unless specifically mentioned.

1.5 Recitals to this MoU shall be and form an integral part of the present document.

1.6 The rights and obligations of the Parties contained in this MoU unless otherwise expressly provided, are subject to the obtaining of all requisite approvals from the relevant departments of the Government.

§ 2. That the Party of the First Part has agreed to provide the said land to the University free of cost for use of academic purposes for running of Agricultural Courses for period of fifteen years to be further extended on mutually agreed terms.

§ 3. That the Party of the Second Part has agreed to ensure that the said land would only be used for academic purposes or any allied activity.

§ 4. That the Party of the Second Part would be taking care for upkeeping as well as security of the said land till the time they use the same any expenses of whatsoever nature during the term of the MoU would be liability of the University. It is further agreed that any income arising out of academic activities or any incidental activities would also be of the University and the First Party would not have claim on such income whatsoever.

§ 5. That the Party of the Second Part have agreed that whenever in future the Party of First Part need the said land but not before the first fifteen years of this MoU they would vacate the same and handover peaceful possession to the First Party and would also relinquish all their rights on the property so created on the said land without any cost or claim whatsoever.

§ 6. That it has been agreed between the Parties that this is only an MoU for use of Land for academic purposes and it provides no rights to Party of the Second

Kishan Kumar B.



ATTESTED

CENTRAL NOTARY
BIKANER (Raj.)

Partwhatsoever on the said land except for use of the said land for academic purpose for the term of this MoU.

§ 7. ENTIRE AGREEMENT & MODIFICATIONS

This MoU referred to herein embodies all the terms and conditions agreed upon amongst the Parties hereto as to the subject matter of this MoU and supersedes and cancels in all respects all previous agreements and undertakings, amongst the Parties hereto with respect to the subject matter hereof whether such be written or oral.

This MoU shall not be altered, changed, supplemented or amended except by written instruments signed by the Parties hereto.

§ 8. NO WAIVER

No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power hereunder.



§ 9. JURISDICTION

For any suit or legal proceedings arising out of or touching this MoU, the courts in New Delhi, India shall be the competent courts having jurisdiction to entertain and try the same. The parties hereby agree to submit to the jurisdiction of the competent courts in New Delhi, India in all matters arising out of or touching this MoU.

§ 10. COMPLIANCE WITH LAW

Each Party shall comply with all Indian laws applicable to its performance of this MoU.

§ 11. ARBITRATION CLAUSE



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CENTRAL NOTARY
BIKANER (RNB)

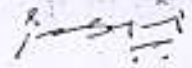
Lishan Kumar Biji

All matters, questions, disputes, differences, disagreements and / or claims of any kind between the Parties hereto arising out of and / or in conjunction with this MoU including its validity shall be amicably settled with the mutual consent of the parties hereto in accordance with the law in force. In case, the same is not possible then the dispute shall be referred to a single arbitrator appointed by the Party of the First Part and who shall carry on the arbitration proceedings in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended or modified as on the date of dispute. Further, the place of Arbitration shall be at New Delhi and language of such proceedings shall be English. The arbitral award shall be final and binding on the Parties.

IN WITNESSES whereof, the parties have signed this MoU at Bikaner on the date, month and year first above mentioned in the presence of each other and the following witnesses,

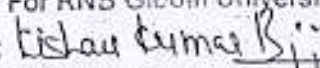


For and on behalf of RNB INFRASTRUCTURE PRIVATE, LIMITED.
For RNB INFRASTRUCTURE PVT. LTD.

Signature: 
Name: PRAMOD KUMAR BALA
Designation: DIRECTOR

2. For and on behalf of RNB GLOBAL UNIVERSITY

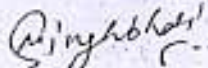
For RNB Global University

Signature: 
Name: KISHAN KUMAR BAJAJ
Designation: VICE CHAIRPERSON

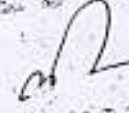
WITNESSES:

1. SANTOSH ASCPA - 809 Gandhi Chowk Nagona Sankar Aspin
2. PAWAN KUMAR OJHA - JNU COLONY BIKANER

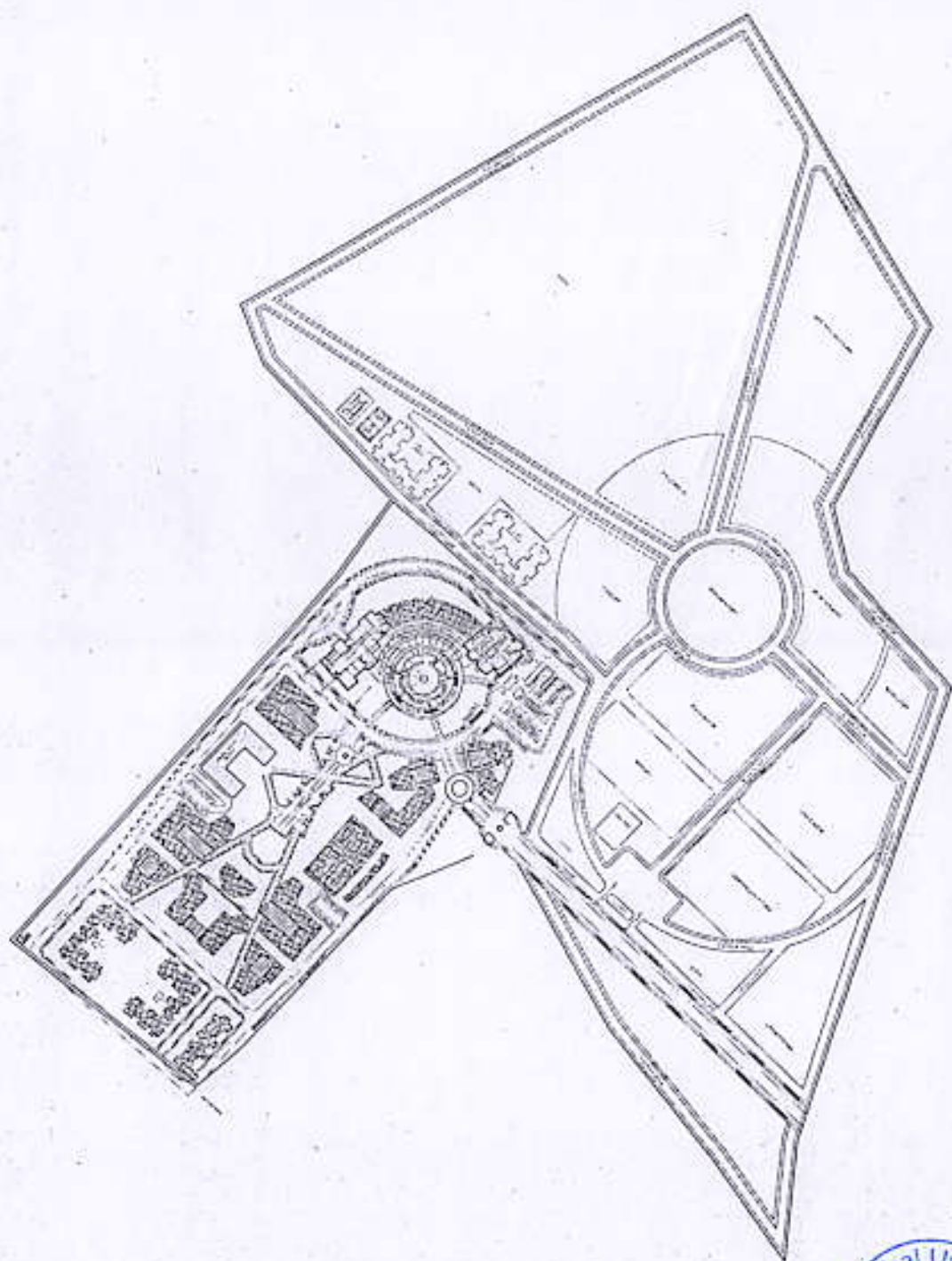
IDENTIFIED BY ME


Manish Singh Bhatti

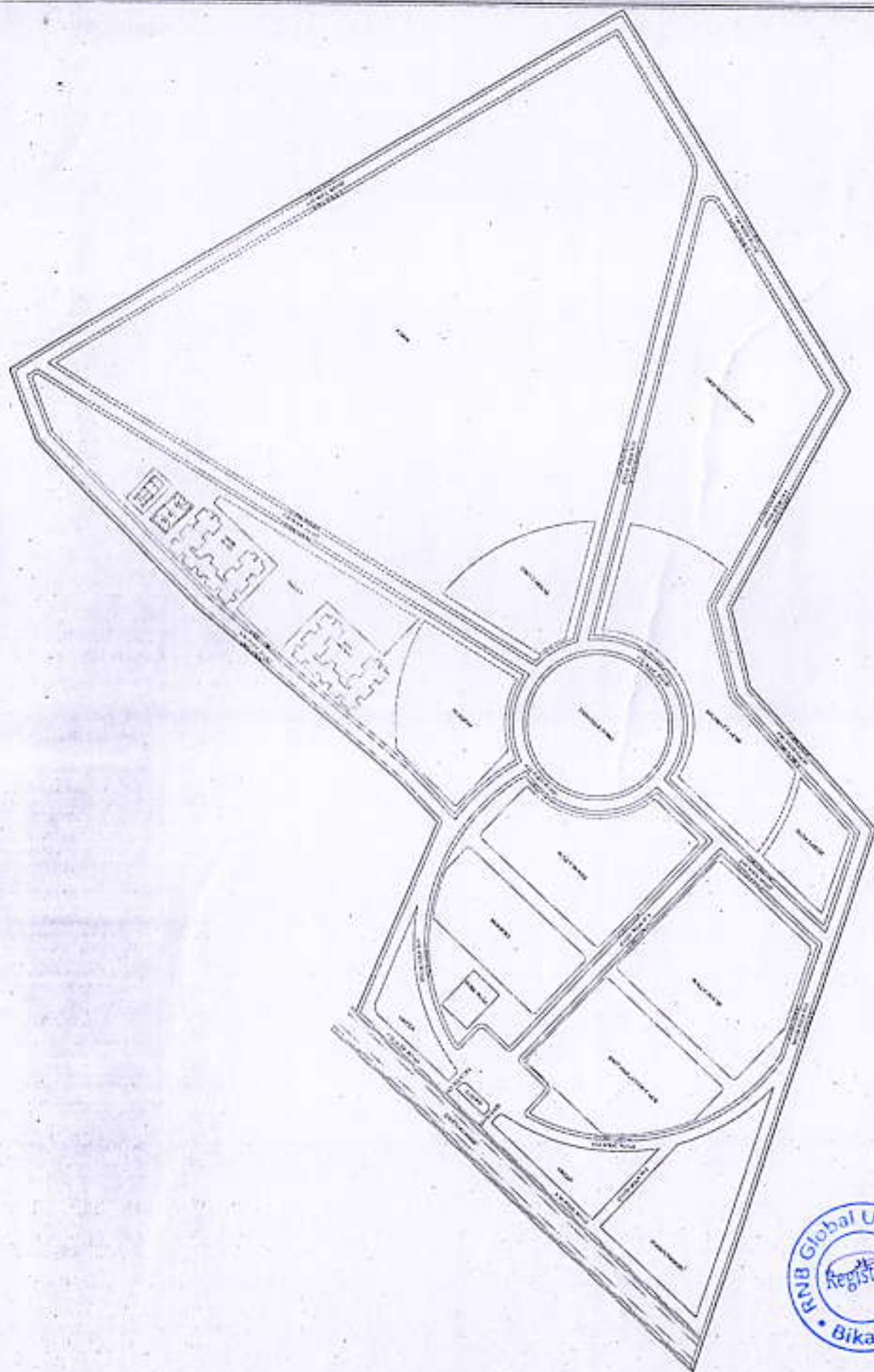
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CENTRAL NOTARY
BIKANER (Raj.)





Drawing Title		Client	Owner Signature	Architects
master plan		"Ram Raja" Foundation Society" 1, Shivaji Enclave, Main Road New Delhi - 110 027		KATARIA AND ASSOCIATES E-5, (8th floor), BALINAGAR, MAIN NAJAFGARH ROAD, NEW DELHI - 110 015 Telefax: 011-2545 7774 Mobile: 92120 47174, 98045 65044 E-Mail: katariaassociates@gmail.com
Date	North			
nov' 2017				
Scale	Dwg. No.	Project Name	Architects Signature	
	RNBSD-01	Proposed Plan for "RNB GLOBAL UNIVERSITY" Gram Khora Tehsil Bikaner, Rajasthan		



Drawing Title		Client	Owner Signature	Architects
master plan		"Rane Rajaj Foundation Society" 1, Shivaji Enclave, Main Road New Delhi - 110 027		KATARIA AND ASSOCIATES
Date	North	Project Name Proposed Plan for "RNB GLOBAL UNIVERSITY" Grim Khori Tehsil Bikaner, Rajasthan	Architects Signature	E-5, (2nd floor), BALINAGAR, MAIN NAJAFGARH ROAD, NEW DELHI - 110 015 Telefax: 011-2540 3774 Mobile: 92120 47174, 90585 90944 E-Mail: kaa.kaat@gmail.com
nov' 2017				
Scale	Dwg. No.			
	RNB/SD-01			



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL23017620720367P
Certificate Issued Date	: 28-Aug-2017 02:03 PM
Account Reference	: IMPACC (IV)/ dIB95203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL23017620720367P
Purchased by	: RNB GLOBAL UNIVERSITY
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RNB GLOBAL UNIVERSITY
Second Party	: Not Applicable
Stamp Duty Paid By	: RNB GLOBAL UNIVERSITY
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

Memorandum of Understanding - MOU

This Agreement along with all the annexures executed from time to time (hereinafter referred to as "Agreement", which expression shall include all annexures, and any amendments made thereto from time to time is made at Mumbai on this day of 28th Aug, 2017 by and between:



Statutory Alert:

1. The authenticity of this Stamp Certificate shall be verified at the website www.delhi.gov.in available on the website of the Government of National Capital Territory of Delhi.
2. The date of checking the logo/serial is on the date of the stamp.
3. In case of any discrepancy please inform the Customer Support.

ICICI Securities Limited, a company incorporated and registered under the provisions of Companies Act, 1956 and having its Registered Office at ICICI Centre, H.T. Parekh Marg, Churchgate, Mumbai- 400 020 (hereinafter referred to as "I-Sec" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part;

And

RNB Global University, Bikaner (University Name) with address RNB Global City, Ganganagar Road, Bikaner, Rajasthan 334601

(hereinafter referred to as "College/University" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

I-Sec and the College/ University Name are hereinafter collectively also referred to as the "Parties" and individually as the "Party".

WHEREAS:

- (i) I-Sec is a financial services firm operating in the business of equity broking, merchant banking and other financial products and is registered with Securities Exchange Board of India (SEBI) and has also taken the initiative to impart knowledge and trainings related to capital markets and related subjects through its initiative ICICIdirect Centre for Financial Learning (hereinafter referred to as "ICFL").
- (ii) The RNB Global University has been established by act no 20 of 2015 passed by the Rajasthan Vidhan Sabha and notified by state of Rajasthan on 27/04/2015. The degrees which will be awarded by RNB Global University would be recognized by University Grants Commission (UGC). [Please specify College / University Name and its details]
- (iii) I-Sec and College / University desire to open ICFL's Centre for Excellence in Finance for students of College/ University through which students will get the following benefits mentioned below.
 1. Access to specialized courses in finance delivered by expert faculty from across the country
 2. Interactive technology platform (V-class)



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3. Practitioner's Approach

4. Practical training through ICFL's Investment Lab

I-Sec and College/ University agree to open ICFL's Centre for Excellence in Finance for students of College / University for which College/ University shall provide platform to I-Sec to source interested candidates (hereinafter referred to as "the students" or "candidates") for the various programmes offered by ICFL on the terms and conditions set out in this Agreement. Under this Agreement I-Sec will provide centralized delivery of the program syllabus of all the programs either directly or in association with its academic partners and College/ University agrees to provide infrastructure and servicing to students for different programs offered by ICFL from time to time.

The College / University has represented that it has all the requisite licenses, sanctions, consents, permissions, no-objections, or accreditations required to be obtained from any Governmental Authority, resources, manpower, skills, knowledge, experience, expertise, infrastructure and capability and is desirous to deliver the activity/services as defined below, on the terms and conditions contained here in below:-

NOW THEREFORE in consideration of the mutual promises and Agreements herein contained, and intended to be legally bound, I-Sec and University / College in accordance with the terms of this Agreement and all the annexure hereby agree to open ICFL's Centre for Excellence in Finance for students of College/ University.

1. DEFINITIONS:

In this Agreement, the following words have the meanings set opposite them unless the context indicates otherwise:

- a. Services:- shall mean the activities as defined in the Annexure A
- b. Candidates: - shall mean and include students who are interested in the courses offered by ICFL and are enrolled with ICFL through the College / University.
- c. Programs:- Courses and programs offered by ICFL to students of College/ University
- d. Centralized Delivery:- shall mean delivery of a program training from an ICFL studio

2. Scope of Activities



- a. ICFL Scope of Activities: As defined in Annexure A
- b. College / University Scope of Activities: As defined in Annexure A

3. College / University Fee Share: Refer to Annexure B to this agreement.

4. Term and Termination of Agreement

The Agreement shall be valid for a period of three years from the date of signing of this Agreement. However, either party may terminate this MOU by giving a clear Ninety (90) calendar days' prior written notice. Provided that, the Parties shall continue discharging their obligations to complete any ongoing programme or activity under this MOU. On termination or expiry of this MOU, College / University shall cease to use name and logo of ICFL.

5. Disclaimers

All assistance is provided on a best effort basis only. I-Sec hereby excludes any warranty (express or implied), as to the quality, accuracy, completeness or fitness for a particular purpose of the assistance and / or information provided hereunder and will not be liable for any damages arising from the use of such information and / or assistance. Certain information and / or assistance are provided by third parties, for use of which I-Sec accepts no responsibility or liability.

6. Use of Name , Trademark and Logo

In the absence of prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in any materials, releases, advertising, or any other similar publications or communications.

7. Confidentiality

The College / University agrees that any information disclosed to College / University by I-Sec pursuant to this Agreement, in any form, shall be treated as Confidential during the term of this Agreement and will be used solely for the purpose of this Agreement.

I-Sec shall retain all right, title and interest in the courseware and to all of its trademarks, service marks, copyrights, patents, trade secrets and confidential information pertaining to the course material, and the strategy relating to the course. The College / University shall not gain any rights, title and/or



interest in and to the same by virtue of this Agreement. This would, imply that all discussions carried out during College / University Agreement with I-Sec in respect of the products on which College / University shall provide access to training to students would be treated as confidential.

The College / University agrees and undertakes to keep confidential at all times the Confidential Information provided to College / University, details of this arrangement and all materials, structures and other related documents pertaining to the product/student information shared by I-Sec in connection with this Agreement.

The Obligation under this clause shall survive any termination or expiration of the arrangements or obligations of I- Sec contained in the Agreement.

8. Indemnification

The College / University further agrees to indemnify, on an after tax basis, and hold harmless I-SEC and its employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents (each an 'Indemnified Person') to the full extent lawful from and against all actions, claims, damages, proceedings, investigations, liabilities or judgments (collectively claims) and any and all losses, damage, costs, charges, and expenses (collectively "losses" and including all costs, expenses and fees connected with investigating, preparing or defending any such claim) of whatever nature and in whatever jurisdiction, and which

(a) Refer to or arise from, directly or indirectly, the role of the College / University under this Agreement or

(b) Arise out of any untrue statement or alleged untrue statement of a material fact contained in the Information or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which they were made, or

(c) Results from the failure of the College / University : (i) to obtain any approvals, permissions, licenses or (ii) complete the services contemplated under this Agreement, owing to its willful misconduct, negligence or breach, or

(d) Breach of any terms and condition of this Agreement (including the terms listed in the Annexures as may be amended from time to time).

The benefit of this indemnity shall survive any termination or expiration of the arrangements or obligations of ICICI Securities contained in the Agreement. ICICI Securities shall not be liable for any losses/damages arising directly or indirectly under this Agreement to College / University or any third person.



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Notwithstanding anything contained in this agreement, College / University agrees that the I-Sec shall not have any liability towards the College / University or to any third party (in contract or tort or under statute or otherwise) for any economic loss or damage suffered by the College / University in any manner whatsoever. College / University confirms that it is solely responsible for its decision. In no case either party shall be liable for any indirect, consequential, special, punitive or incidental loss, damages or expenses caused to any party.

9. Governing Law and Submission to Jurisdiction

The provisions of this Agreement shall be governed by, and construed in accordance with Indian law. The Parties submit itself to the jurisdiction of the Courts in Mumbai, for resolution of any dispute arising out of this Agreement. In case of dispute between the parties arising from this Agreement, such dispute shall be referred to Arbitration under the (Indian) Arbitration and Conciliation Act, 1996 as amended till date. The place of arbitration will be Mumbai and the proceedings will be in English.

10. Miscellaneous

- a) The programmes offered by ICFL don't offer any placement, employment assurance, guarantee or assistance either with ICICI Securities or ICICI group companies or any other company
- b) No amendment or modification of the Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative
- c) None of the party to this Agreement may assign or transfer, in whole or in part, any of its rights, obligations or duties under the Agreement.
- d) The failure or delay of any party to enforce at any time any provision of the Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of the Agreement.
- e) Neither Party shall be liable to the other Party for any damage, delay or failure of performance resulting directly or indirectly from any circumstance beyond its reasonable control, including, but not limited to, war, riot, strikes and Acts of God.
- f) Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or



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by certified mail, postage prepaid, or recognized overnight delivery services on the address mentioned in the title clause.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

SIGNED AND DELIVERED by ICICI Securities Limited, (I-Sec) by the hand of its authorized signatory




Name: - Abhishake Mathur
Designation: - Senior Vice President

In the presence of:

SIGNED AND DELIVERED by (RNB Global University)


Name:- Ishmeet Gandhi
Designation:- Assistant Registrar



In the presence of:



Annexure A:

ICFL Scope of Activities

1. ICFL will provide branding collaterals for ICFL's Centre for Excellence in Finance. Placement of these collaterals can be mutually decided by College/University and ICFL
2. Share program schedule for all upcoming programs in the domain of Finance
3. Promote ICFL programmes in College / University premises through delivering seminars, personalized counseling sessions, providing marketing collaterals including program posters and other initiatives as mutually decided
4. Provide centralized delivery of the program syllabus of all the programs either directly or in association with academic partners. The medium of training delivery could be live virtual sessions delivered from studios located at ICFL locations and/or academic partner locations, eLearning, recorded sessions or classroom sessions depending on the kind of programme
5. Provide books and reading material to enrolled students for specified courses
6. Providing training support to identified College / University staff on products and processes through virtual medium on a continuous basis
7. ICFL may visit College/ University with prior communication during an ongoing session to have an interaction or take feedback from students enrolled in various programmes offered by ICFL

College / University Scope of Activities

1. Infrastructure Requirements
- > College / University Classroom or lab should be enabled with following:
1. Desktops
 - a. 20" Monitor
 - b. Intel i3 Processor or above
 - c. 2 GB RAM
 - d. Windows 7/8.1/10
 - e. Chrome Browser is important
 - f. Standard Web Camera (Logitech/Microsoft)



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