



गोवा GOA

Serial No. 3395 Place of Vendor. Panaji Date 20/10/16  
Value of Stamp Paper 100  
Name of Purchaser Registrar, Goa University  
Residence \_\_\_\_\_ Name of Father \_\_\_\_\_  
Purpose \_\_\_\_\_ Transacting Parties : \_\_\_\_\_

637316

Sign of Stamp Vendor [Signature] Sign of Purchaser \_\_\_\_\_  
Mangala N. Karapurkar  
License No. AC/STP/VEN/747/90

### Memorandum of Understanding

THIS Memorandum of Understanding ("MoU") is made at Taleigao, Goa on this 18<sup>th</sup> day of the month November 2016.

BY AND BETWEEN

Goa University, represented by its Officiating Registrar Shri. M. Shreedhara, major in age, Indian National, having its office at Goa University, Taleigao Plateau, Goa hereinafter referred to as "UNIVERSITY" (which expression



shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the One Part;

AND

**Rotary Club of Panaji**, a non-profit making NGO, represented herein by Rtn. Nilesh Shah, its President for the year 2016-17 major in age, Indian National, having its Office at M/s Purshottam Bhagwan & Associates, Ormuz Road, Opp. Azad Maidan, Panaji Goa, hereinafter referred to as the “(RCP)” (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the Other Part;

**Whereas:**

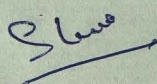
RCP being an NGO wishes to construct a clock tower as a landmark structure to beautify the surroundings near the library and to provide accurate time to the students, faculty and road users.

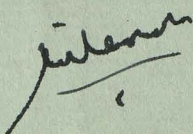
Goa University an educational institution imparting higher education to the students, accepts the proposal of RCP to construct a clock tower in the University campus.

That both the parties had signed the MoU dated 11.4.2016 with the similar terms and conditions, however the said original copy got misplaced and the same could not be traced inspite of severe efforts made by the other party. The said MoU was signed by the then Registrar Shri. Prof. V. P. Kamat on behalf of the Goa University and the President Shri. Rtn. Shashank Mahatme on behalf of the Rotary club of Panaji. Therefore this MoU, for the records purpose, is signed by the present signing authorities respectively on behalf of both the parties.

**Now therefore** it is agreed between the two parties to the following terms and conditions:

1. That the Rotary Club of Panaji would erect the structures for the Clock Tower for the common good of the students, faculty and common public visiting the Goa University. The RCP shall carry out all the work of the

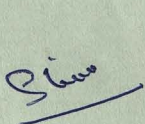
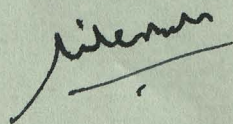






fabrication, plastering, painting, etc., incidental towards the completion of these structures in all respects.

2. That the sites/ location at which the structures are to be erected will be decided by the University and shall be as marked and outlined in the annexed plan. The Goa University confirms that all the locations indicated on the plan, are situated within their property and that no third party has a right over the said property.
3. That RCP accepts that the clock tower shall be the ownership of the Goa University and RCP shall continue to maintain the said clock tower.
4. That the RCP shall not carry out any business or commercial activity within the University campus of whatsoever nature involving the clock tower.
5. That the RCP shall be permitted to display the logo of Rotary Club and the name of the sponsoring establishment on the clock tower structure. However it shall not be permitted to display any commercial advertisements/ hoardings/ marketing boards etc on the electric poles or on the public sides/traffic circles passing through the University boundary/campus anytime during the validity of this MOU or any time thereafter. Putting up for display of such hoardings /boards are strictly prohibited.
6. That the RCP shall be fully responsible for all the maintenance work to be carried out in connection with the clock tower. The maintenance work includes the work of, repairing, painting, re-fabricating, plastering, cleaning, etc. The RCP shall see to it that at all times the time displayed on the clock tower is the accurate time matching the Indian standard time.
7. If at any stage Officials of the Goa University finds any damage to the clock tower, they shall immediately intimate to the RCP or any of their office bearers, so as to facilitate RCP to undertake maintenance/repair at the earliest possible and convenient time. The RCP shall on the information received from the University or Suo Motto take all the necessary steps within the shortest possible time towards the maintenance of the structures in all respects which require immediate attention and repair. The structures

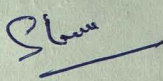
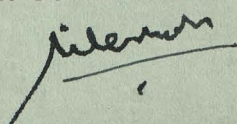


erected should not be rendered in such a manner that it causes or is likely to cause any harm or danger to the life or property of any person.

8. That both parties agree that this project is purely for a social cause and not for any business / monetary consideration/ transaction.
9. That the Goa University shall instruct their security personnel to monitor the safe keep to the extent possible, without holding University, its officials, staff or students responsible for any damages/ breakages etc to the said clock tower caused at any point of time.
10. That this MoU shall be valid for an initial period of five years from 11/04/2016, and shall remain in force unless it is terminated in accordance with the provisions of this MoU prior to the completion of five years. If the parties so desires, this MoU shall be deemed to be renewed for a further period of 5 (five) years subsequent to the completion of the first 5(five) years. The University reserves the right to extend the validity of the applicability of this MoU.
11. Without prejudice to any other provisions of this MoU, the University shall not be liable to the RCP for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with this MoU.
12. This Agreement shall only be amended in writing, signed by the parties.
13. That the University may terminate this MoU forthwith, if any of the following events occur at any time by giving in advance 60 days notice to the RCP:

If there is a material breach by RCP of any of the above mentioned terms and conditions contained in this MoU, either party may terminate the MoU for whatsoever reason by giving a written notice to other party of not less than 60 days by a registered AD post for which acknowledgment is received.

14. Any cause of action arising out of this MoU will be governed by and construed in accordance with the laws of India and shall be subjected to the jurisdiction of the Courts in Goa.

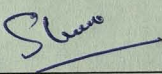


15. In the event that any dispute or difference arises out of or relating to this MoU between the Parties, the Parties may refer the dispute to arbitration. Such arbitration shall be conducted by an arbitrator to be mutually appointed by the Parties as per provisions of the Indian Arbitration and Conciliation Act, 1996 and shall be held in Goa. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

16. There shall be two originals of this MoU and both shall be treated as originals of each other.

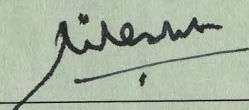
**IN WITNESS WHEREOF** this MoU has been entered into on the date and year first hereinabove written.

For **Goa University**

By:   
Name: Shri. M. Shreedhara  
Designation: The Officiating Registrar  
Date: 18.11.2016 403 206



For **Rotary club of Panaji**

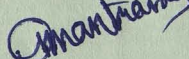
By:   
Name: Rtn. Nilesh Shah  
Designation: The President  
Date: 18.11.2016



**Witness:**

1. Name: GURUPRASAD V. MANTRAVADI

Address: SAIDHAM ALTO PORVORIM, GOA

Signature: 

2. Name: AMIT SRIVASTAVA

Address: 30, Surya Nany Society, Dona Paula

Signature: 