



## MEMORANDUM OF UNDERSTANDING (MOU)

Between

**FORTUNE ENTERPRISES**  
Begumpet, Hyderabad-500016

and

**Malla Reddy College of Engineering (MRCE)**  
Maisammaguda, Dhulapally, Secunderabad – 500100, Telangana, India

THIS AGREEMENT OF BUSINESS is made and Executed on this day Date of 15/03/2021 at Hyderabad by and between:

“**FORTUNE ENTERPRISES**” having its registered office at **GF-14, 6-3-869, Greenlands, Begumpet, Hyderabad, Telangana – 500016**, represented by Proprietor **Niranjan Kumar Chimakurthi**, hereinafter referred to as **First Party** (which term/expression shall, unless the context or subject otherwise requires, include its representatives, nominees, agents, administrators, attorneys, assignees and successors) on one part

AND

**Malla Reddy College of Engineering (MRCE)**,  
Maisammaguda, Dhulapally, Secunderabad – 500100, Telangana, India

Which expression shall mean and include its/his/her agents, assignees, attorneys legal heirs, representatives), on the other part of Training and running an educational consultancy for Admissions students for higher studies in foreign countries. The basic intention of the First Party is to serve the students, aspiring for Overseas Education, by providing necessary guidance with regard to appropriate course selection, admissions, visa processing etc.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

This Agreement shall be for a minimum period of \_\_\_\_\_ year, commencing from \_\_\_\_\_ to \_\_\_\_\_ and on the expiry of this agreement as mentioned above if the College desires to continue, then he should enter into a fresh agreement, subject to the terms and conditions as may be agreeable to Fortune Enterprises.

That the second party has agreed, this agreement will lapse if there is no Business activity by the second party to refer overseas students through first party within the first 6 months from the date of this agreement.

The Second Party shall advice the students that all fees must be remitted directly to the concerned university and shall not receive any funds from the students, university and on behalf of the first party. The recruitment services are given free of cost to the candidates/students and the Second Party are not allowed to collect any service charges from candidates.

That the College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) before making any application for recruiting students in foreign universities through Fortune Enterprises shall provide all necessary information to students such as facilities, equipment, completion of course, duration, teaching methods, details of any arrangements with other providers for recognition or completion of the course, course fees, refund conditions, other expenses, accommodation availability, basic cost of living, requirements to get visa. Etc.

Fortune Enterprises shall provide guidance in respect of all courses, terms and conditions of universities to the Second Party.

- 1. The First Party agrees to send students to the best universities of Second Party in all subjects.**
- 2. Students of MRCE will be given TOP priority compared to other colleges**
- 3. Fortune Enterprises chooses the best fit university to get maximum benefit and Scholarship to students.**
- 4. Fortune Enterprises recommends special discounts to MRCE Students.**
- 5. Fortune Enterprises will be exclusive Consultant for Overseas Education.**
- 6. Students will be given career counseling in college itself.**
- 7. The students will be given wide variety of choices. Fortune Enterprises will give special privileges to students from MRCE.**
- 8. The students will be directly meeting the admissions director when he visits Hyderabad.**

9. Fortune Enterprises will support Students with all Advisory services. The SOP's will be prepared by Fortune Enterprises on student's request.
10. Fortune Enterprises applies for student admissions to all possible countries depending upon student's choice.
11. The second party shall allow first party to establish the list of universities in college website.
12. The second party agrees to allow the first party to conduct seminars whenever there is a necessity.
13. The second party agrees to allow the first party to place an info desk in the premises of the second party.
14. The second party agrees to share the data base of existing 3<sup>rd</sup> and final year students of all the courses.
15. The second party agrees to promote the first party to conduct exclusive on-campus training sessions on courses offered by the first party for a mutually agreed minimum number of students.
16. The second party shall allow the first party to organize workshops when university representatives visit.
17. The first party shall arrange a student counsellor for in-house counselling once in a week.

In case of any problem we need to sort out the problem as and when it occurs and resolve without affecting further business.

Nothing herein contained shall constitute as conferring on the Business Associate any right, title or interest whatsoever to any trade mark, patent, label etc., supplied by Fortune Enterprises.

The College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) shall sign all the papers and documents for effecting a valid Business and such other documents, records, etc as may be required by the Government, quasi government or any authority as per law.

It is the sole responsibility of the Second Party to pay and clear the Taxes, income tax, service tax; VAT if any; electricity charges, maintenance charges or any charges or tax levied by the Government and shall appoint their own security for their premises.

The College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) shall indemnify Fortune Enterprises against any claims, losses and other liabilities, that may arise consequent to any violation of the above statutory rules/conditions of Government and also save them

harmless from any claims and expenses, arising thereby either directly or indirectly through its business activity for any vicarious and tortuous liability.

The College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) shall abide by and follow such instructions and directions that (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) issue from time to time regarding the procedures to be adopted pertaining to transactions under this agreement.

The College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) shall not make any false promises/assurance, abetting in the submission of fraudulent documents for visa purposes, making any false representations or offer any guarantees, discounting of any fees, engage in false or misleading advertising, inaccurate information, misleading or deceiving the students, parents, person/s, institutions, etc. It is a sole responsibility of the second Party to inspect and verify the records of the prospective student to recruit them to foreign universities through first Party. The Second Party Covenants that the second Party shall be solely responsible for any claim, litigation in any manner arising out of any misrepresentation by the second party and the first party shall not be responsible in any manner for any claim arising there from. Penalties shall be imposed for generating fake resumes/students and fake tie-ups.

It is the Sole responsibility of the College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) who sourced the resume/candidate/ students to ensure that he/she is genuine and also keep constant touch throughout the recruitment/admission process and also after the recruitment/admission for future reference. Associate is required to monitor the candidate sourced by him/her throughout the recruitment process.

Fortune Enterprises has every right to suspend all types of activities, as and when the College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) indulges in unwanted activities/transactions.

This Agreement may be terminated by Fortune Enterprises forthwith in the event of Death or unsoundness of mind of Business Associate, if he is an individual.

Incapable of complying this agreement by the College(MALLA REDDY COLLEGE OF ENGINEERING (MRCE)), or non-compliance on the part of the Second Party with any of the provisions of this agreement and also non-compliance of any provisions of Government/ Governmental agencies orders including the laws and enactments, rules and regulations issued from time to time, and the decision of the Second Party as to whether such non-compliance has been committed or not, shall be final and binding and shall not be open to question.

If the College (MALLA REDDY COLLEGE OF ENGINEERING (MRCE)) being adjudged insolvent in case of individual, or going into liquidation in case of a company, or dissolution of partnership in case of partnership firm.

In the event of breach or failure to fulfill all or any of the terms and conditions herein contained by the Second Party for any other reason whatsoever, then Fortune Enterprises shall have the right, without prejudice, to such other remedies available to them.

For any suits, claims, disputes, arising out of this agreement, the court at Hyderabad alone has jurisdiction.

IN WITNESS WHERE OF the parties to the above agreement subscribe their respective hands on the day and date mentioned above before the following witness

**For FORTUNE ENTERPRISES**  
*C. Niranjan Kumar*  
Proprietor 15/3/21

*Dr. M. Sreedhar Reddy*  
15/3/21

**Mr. Niranjan Kumar Chimakurthi**  
Proprietor  
FORTUNE ENTERPRISES, Hyderabad

**Dr. M. Sreedhar Reddy**  
Principal  
(MRCE), Hyderabad



*Principal*  
**MALLA REDDY COLLEGE OF ENGG.**  
Maisammaguda, Dhulepally Post,  
Kompally, Secunderabad-500100, T.S.

Witness signature and address:

- 1.
- 2.

Date: \_\_\_\_\_

Place: Hyderabad.