



INDIA NON JUDICIAL



LTE_MIMT_BESE_21082025

Government of Uttar Pradesh

IN-UP99956086988532X

e-Stamp

Signature:

ACC Name - Vikas Chauhan ACC Code - UP14003304

ACC Add - Noida - Mobile - 9540079101

License No. - 17012014, Tehsil & District - G.B. Nagar

Certificate No. : IN-UP99956086988532X
Certificate Issued Date : 20-Aug-2025 05:35 PM
Account Reference : NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400330497488295333089X
Purchased by : LARSEN AND TOUBRO LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : LARSEN AND TOUBRO LIMITED
Second Party : MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
Stamp Duty Paid By : LARSEN AND TOUBRO LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



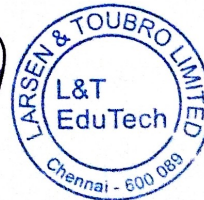
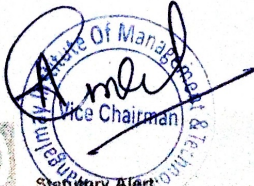
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LTE_MIMT_BESE_21082025

AGREEMENT

This Agreement is entered into at Greater Noida on the 27th day of August 2025.

Between



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Larsen & Toubro Limited, a company within the meaning of Section 2 (20) of the Companies Act, 2013, having a registered office located at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400001, India and its business vertical **L&T EduTech** having its office at TCTC 1st floor, Mount Poonamallee Road, Manapakkam, Chennai 600089, India hereinafter referred to as "L&T EduTech" or First Party, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PARTY.

And

Mangalmay Institute of Management and Technology, duly established and existing under the laws of India, having its registered office at Plot No. 7, Knowledge Park II, Greater Noida, Uttar Pradesh -201310, India hereinafter referred to as "MIMT" or "Second Party" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the SECOND PARTY.

L&T EduTech and MIMT are hereinafter referred to as such or collectively as "the Parties" and individually as "Party".

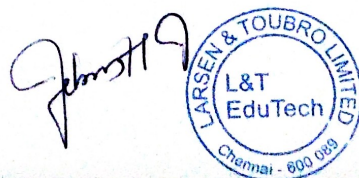
WHEREAS

1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a business unit from L&T, which aims to bridge the gap between industry and academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various engineering & technology sectors. Keeping the focus on Industry Oriented Learning, L&T has launched a series of industry-led application-oriented courses under its product portfolio - L&T College Connect.
3. MIMT has already been established as Mangalmay Institute of Management and Technology, a higher education institution in Greater Noida, Uttar Pradesh.
4. L&T EduTech will provide its "Discrete Certification Program" to the students of MIMT.
5. MIMT has accepted L&T EduTech's offer and agrees to enrol its students for the Discrete Certification Program.
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope of the Agreement

- 1.1. MIMT agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T EduTech.
- 1.2. MIMT and L&T EduTech have agreed to provide the Discrete Certification Program to the students of MIMT.
- 1.3. MIMT shall enrol students into the L&T EduTech's Discrete Certification Program as set out in this Agreement.
- 1.4. L&T EduTech shall deliver the program as set out in Annexure - 1.
- 1.5. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.



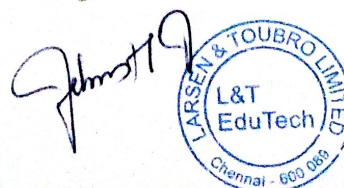
2. Product Table

S. No	Program	Minimum no. of Licenses	Delivery Model	Month of Roll out	Fee per course per license Excluding GST
1	Discrete Certification Program for MBA Students (Financial Data Analytics)	300	Physical	Sept '25	Rs. 4,500 + GST

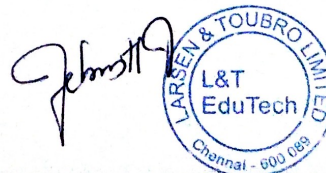
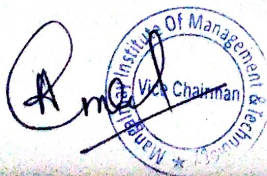
- The minimum enrolment numbers of learners, the fee per learner are as set out in this Agreement. Any additional learners required shall be offered at per learner rate as indicated in the table above. The minimum batch strength shall be 75 learners for the above-mentioned programs.
- L&T EduTech shall launch program/license/s on the respective start date mentioned in the table above in its portal. MIMT shall invite the students to enrol into program/licenses with immediate effect.
- Launch of Program /licenses would mean commencement of services rendered by L&T EduTech
- The license fee is exclusive of applicable taxes at time of signing of agreement. The same shall be payable by the MIMT as per the statutory norms and at the rates prevailing from time to time. MIMT to file the TDS return with in the due date for any withholding tax deducted while making the payment to L&T and provide with the TDS certificate within the stipulated period as per the statutory norms.

3. Terms and Conditions

- L&T EduTech agrees to offer the above-mentioned program ("Discrete Certification Program") to MIMT on the terms and conditions set forth herein.
- L&T EduTech shall deliver the program in offline model as mentioned in the Annexure-1.
- L&T EduTech shall raise an invoice on MIMT equivalent to 100% of the value of the licenses for a minimum of 300 learners per semester, 15 days prior to the program rollout, based on the product details specified in the table above. MIMT shall make the payment within 10 days from the date of receipt of the invoice from L&T EduTech. In the event that any payment remains unpaid for a period exceeding thirty (30) days from the due date as specified in the invoice, an interest charge of 1.5% per month shall be levied on the outstanding amount, calculated from the date the payment became due until the date of actual payment. The payment can be made by cheque, NEFT, or any other mode as agreed to by L&T EduTech. Roll out of the courses shall commence only after receipt of the payment
- All the Intellectual Property rights in program/content shall remain solely with L&T EduTech and MIMT shall utilise the same strictly for the purposes of offering program to their students/employees. MIMT agrees and undertakes that it shall not make any claim in the Intellectual Property rights or ownership over program/content.
- Usage of Logo/Co-Branding: MIMT shall not be permitted to use the brand name/logo of L&T EduTech in any manner without the express written consent of L&T EduTech.
- Any proposal for co-branding of program shall be mutually discussed between L&T EduTech and MIMT and dealt with under a separate written agreement.



7. MIMT shall maintain a complete list of students enrolled in the Program. MIMT shall maintain the student contact information which shall be available for inspection by L&T EduTech as and when required.
8. MIMT shall intimate the students regarding the sharing of information with L&T EduTech.
9. MIMT shall, on a best-efforts basis, ensure that its students/employees do not use, copy, duplicate, disseminate, or do any other act which results in the infringement of L&T EduTech's Intellectual Property rights in program. To this end, MIMT shall make aware its students/employees of L&T EduTech's rights to and ownership over program/content.
10. MIMT shall agree and acknowledges that any information given by L&T EduTech in relation to the Program pursuant to this T&C is confidential in nature and agrees to maintain the confidentiality of the same. MIMT shall not disclose the confidential information, in whole or part, to any third parties without the prior written consent of L&T EduTech.
11. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of **one (1) year** unless terminated earlier. This Agreement may be terminated by either of the Parties by giving one (1) month written notice to the other Party.
12. Any modifications to the requirements of MIMT shall be submitted in writing by MIMT to L&T EduTech. L&T EduTech shall review and confirm as to whether such modifications are feasible. L&T EduTech shall not be obligated to accept any changes/requirements of MIMT. Any customizations shall be chargeable extra and the same shall be mutually agreed between MIMT and L&T EduTech.
13. L&T EduTech further reserves the right to change the content and/or cease to offer program without any prior notice to MIMT. Provided that if L&T EduTech ceases to offer the Program for which payment has already been made by MIMT, L&T EduTech shall refund the amount paid by MIMT in respect of the discontinued program.
14. The Program is provided on an "as is" basis with all faults and without any warranty of any kind. L&T EduTech hereby disclaims all warranties and conditions with regard to program, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness, performance, completeness, suitability, and non-infringement. it shall be customer's own responsibility to ensure that program provided by L&T EduTech meet your specific requirements.
15. L&T EduTech reserves the right to terminate and cease to offer program in the event of any inability of L&T EduTech to offer the program due to any change in applicable law or for any other reason.
16. Further, in the event MIMT breaches any material terms contained herein, including breach of the clause 4 and 5, L&T EduTech reserves the right to terminate this T&C and cease to offer program. Provided that MIMT fails to rectify the breach within a period of [7] days ("Cure Period") from the receipt of notice sent by L&T EduTech identifying such breach.
17. MIMT shall agree to defend, indemnify, and hold harmless L&T EduTech, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses.
(including but not limited to attorney's fees) arising from:
 - i. the Customer's use of and access of program.
 - ii. the Customer's violation of any term of these Terms.
 - iii. the Customer's violation of any third party right, including without limitation, any copyright, property, or privacy right; or
 - iv. any claim that the Customer's use of program has caused damage to a third party.



18. Any dispute arising between the Parties regarding the terms of this T&C shall be amicably resolved between the Parties. If the Parties fail to resolve the dispute within 30 days from the date of occurrence of the dispute, the Parties shall refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendments or modifications thereof. The Parties shall mutually appoint a sole arbitrator. The venue of arbitration shall be Chennai, and the language shall be English.
19. This T&C is governed by the laws of India. Without prejudice to Clause 18 above, the courts in Chennai shall have exclusive jurisdiction over all the matters that arise under this T&C.
20. This T&C, together with any attachments hereto, is intended to be the complete, final, and exclusive statement of the terms of the agreement between the Parties relating to the subject matter hereof and states the rights, duties and obligations of the Parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions, purchase order or other terms and understandings by or between the Parties.

MIMT PAN Number: AAATM6648Q

MIMT GST Number: NA

MIMT TAN Number: -

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

**For Mangalmay Institute of
Management and Technology**

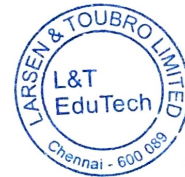


Dr. Aayush Mangal
Vice Chairman
**Mangalmay Institute of Management
and Technology**

For Larsen & Toubro Limited



Mrs. M F Febin
Head- L&T EduTech



Witnesses:

1.



2.



Witnesses:

1.



2.



Annexure - 1

Delivery Model

For each course offered as part of the program, the following are the key milestones:

1. The program would commence with an orientation session for students to understand the learning outcomes – (provided at start of the programme)
2. Onboarding of the students – (provided at start of the programme)
3. Conducting Instructor interventions as applicable to the delivery model of the course – provided based on mutually agreed schedule
4. Conducting assessments as required for the pedagogy of the course – provided based on mutually agreed schedule

The proposed delivery model for the courses opted as a part of this agreement are as follows.

S. No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	0.5 hrs
2	Course Orientation - Virtual Live	✓	0.5 hrs
4	In Person Expert Sessions*	✓	20 hrs per batch (6 hrs per day)
5	Virtual Instructor Led Expert Sessions	✓	10 hrs per batch (5 Sessions X 2 hrs each)
6	Final assessment - Virtual Live	✓	2 hrs
7	E – Certification for Eligible Students	✓	

*The course shall be conducted in consecutive days

- The food accommodation for the trainers during in person training shall be borne by MIMT.

Assessment Model

S No.	Parameter type	Assessment Details
1	Assessment Type	MCQ
2	Conducting location	Online
3	Assessment evaluation support by L&T EduTech	Yes
4	L&T Edutech Support Required for the Lab Exam	No
5	Percentage Weightage for Courses*	L&T EduTech (%) – 100% MIMT (%) -

*If there is bifurcation in the weightage, kindly provide the standard weightage template for the assessments as mentioned in the delivery model.

