



0/c

**Deccan Education Society's
Brihan Maharashtra College of Commerce, Pune-4.**

CASH / BANK

Voucher No. :

Chq. No. : Dt.:

Bank / A/c No. :

Date :

Account Head _____

Particulars	Amount (Rs.)	Ps.
Amount paid to McGraw Hill Education (India) Private Ltd. towards, Bill No. DAP57495 Dated 21/08/2019	12,4048=00	
Purchase of E-books (17 nos) for library.		
	124048=00	

RECEIVED from the Principal, Brihan Maharashtra College of Commerce, Pune-4.

Rupees (in words): One lak twenty four thousand fourty eight.

As Specified above

Passed for Payment

S. V. Waghmare
Dr. S. V. Waghmare
Prof In-charge - LIBRARY
B. M. College of Commerce
Pune - 411 004.

Principal / Vice-Principal

Dept. Incharge

Signature of the Receiver
Name : _____

Registrar / Office Superintendent / Accountant

Life Member Accountant

Pearson

TAX INVOICE

B.M. College of Commerce
Pune - 411 004.

24 AUG 2019

Inward No. 20208

CIN : UB03027N2010PTC111532

TAN : CHEM17842G

Tax Invoice No.

DAP57495

DATE

21/08/19

BILLING ACCOUNT NO.

D200491

CUSTOMER GSTN NO.

Z7AAATD3141PIZL

SHIPPING ADDRESS

D.E. SOCIETY'S BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, PUNE
845 SHIVAJI NAGAR
PUNE
MAHARASHTRA
INDIA
TEL: 020-67656275

411004 (ST-27)

BILLING ADDRESS

D.E. SOCIETY'S BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, PUNE
845 SHIVAJI NAGAR
PUNE
MAHARASHTRA
INDIA
TEL: 020-67656275

PAGE NUMBER	EXPIRY DATE	TERMS	WHS	CUST NO	PROCESS NUMBER	TRACKING / PICKSLIP NUMBER	OUR REFERENCE						
1 of 2	0/00/00	30 DAYS	10DH	D200491	26091176	71622460	26091176						
CUSTOMER ORDER NO	ISBN	TITLE / AUTHOR	ED TOS	HSN CODE	QTY ORDERED	QTY SHIPPED	QTY B/O	LIST PRICE	Disc %	GST Code	GST %	TOTAL GST AMOUNT	EXTENDED NET VALUE EX GST
PO-237/19-20	9789352605422	FINANCIAL INSTITUTIONS AND MARKETS EB	6	9973	1	1	1	8340.00	15.00	IGST	5.00	354.45	7089.00
	935260542X	BHOLE INVESTMENT ANALYSIS EXP	EL 3	9973	1	1	1	5700.00	15.00	IGST	5.00	242.25	4845.00
	9780071323512	CHANDRA, PRASANNA INVESTMENT BANKING-EB	EL 2	9973	1	1	1	9540.00	15.00	IGST	5.00	405.45	8109.00
	0071323511	GIRI MARKETING EXP	EL	9973	1	1	1	8976.00	15.00	IGST	18.0	1373.33	7629.60
	9781259058721	GREMAL CONSUMER BEHAVIOUR:TRC EB	EL 1	9973	1	1	1	7500.00	15.00	IGST	5.00	318.75	6375.00
	1259058727	KAPOOR FINANCIAL SERVICES EB	EL 9	9973	1	1	1	8100.00	15.00	IGST	5.00	344.25	6885.00
	9789351347958	KHAN Investment Analysis & Portfol EB	EL 4	9973	1	1	1	8100.00	15.00	IGST	5.00	344.25	6885.00
	9339221990	Prasanna Chandra CASES IN FINANCIAL MGMT EB	EL 3	9973	1	1	1	10740.00	15.00	IGST	5.00	456.45	9129.00
	9789353164041	PANDEY BUSINESS TAXATION - EB	EL 3	9973	1	1	1	5988.00	15.00	IGST	5.00	254.49	5089.80
	933921823X	PATHAK INTERNAT MARKT -TEX & CASES EB	EL 2	9973	1	1	1	6900.00	15.00	IGST	5.00	293.25	5865.00
	9781259050725	PAUL HOW TO READ A PROFIT EXP	EL 1	9973	1	1	1	1800.00	15.00	IGST	5.00	76.50	1530.00
	1259050726	RAMACHANDRAN FINANCIAL ACCOUNTING FOR MANAGEMENT EB	EL 4	9973	1	1	1	8100.00	15.00	IGST	5.00	344.25	6885.00
	9789385965715	RAMACHANDRAN HOW TO READ A BALANCE SHEET EXP	EL 1	9973	1	1	1	1800.00	15.00	IGST	5.00	76.50	1530.00
	9385965719	RAMACHANDRAN, AND KAKANI CORPORATE FINANCE EXP	EL	9973	1	1	1	15972.00	15.00	IGST	18.0	2443.72	13576.20
	9780071323383	ROSS	EL	9973	1	1	1						
	0071323384												
	9789351345176												
	9351345173												

CONTINUED

PAGE NUMBER	EXPIRY DATE	TERMS	WHS	CUST NO	PROCESS NUMBER	TRACKING / PICKSLIP NUMBER	OUR REFERENCE
2 of 2	0/00/00	30 DAYS	10DH	D200491	26091176	71622460	26091176

CUSTOMER ORDER NO	ISBN	TITLE / AUTHOR	ED TOS	HSN CODE	QTY ORDER	QTY SHIPPED	QTY BIO	LIST PRICE	DISC %	GST Code	GST%	TOTAL GST AMOUNT	EXTENDED NET VALUE EX GST
9780071323499	007132349X	FINANCIAL PLANNING EXP	1	9973	1	1		5760.00	15.00	IGST	5.00	244.80	4896.00
	9789332900042	SINHA DERIVATIVES EXP		9973	1	1		13155.78	15.00	IGST	18.0	2012.83	1182.41
	9332900043	SUNDARAM CASES IN CORPORATE FINANCE EB		EL I	1	1		7800.00	15.00	IGST	5.00	331.50	6630.00
	9781259081262	VISHWANATH		EL									
	1259081265			EL									

TAX INVOICE

(Signature)

McGraw Hill Education (India) Private Limited
Corporate Office: B-4, Sector-63, Noida-201 301 (I.P.)

SPECIAL INSTRUCTIONS		QTY	17	SUB TOTAL (EXCL. GST)	114131.01
GST BREAK UP				*GST AMOUNT	9917.02
CGST	SGST	IGST	Total (INR)	TOTAL (INR)	124048.03
		9917.02	9917.02		

Place Of Supply	State Code
MAHARASHTRA	27

TERMS:
 1. No Returns accepted without Return Authorization.
 2. Claims for non-receipt/damaged goods are to be made within seven days from the receipt of goods.
 3. Income Tax Permanent Account No. AAGCM8263J
 4. Membership Code of FPBAL MTU26
 5. All disputes are subject to Delhi jurisdiction only
 6. Interest @ 18% will be charged if the payment is not made on due date
 7. Printed Books are Exempted under GST.

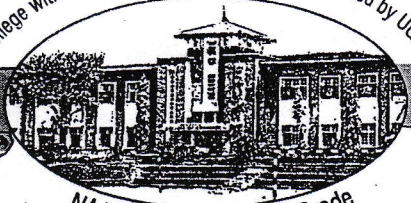
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Registered Office: 444/1, Sri Ekambara Naicker Industrial Estate, Alapakkam, Porur, Chennai-600116, Tamil Nadu, India

This is a computer generated document which requires no signature.

Thank you for your order

Accounting	14	96168.00
Gross total	14	96168.00



PURCHASE ORDER

237/2019-20

Date: 9/8/2019

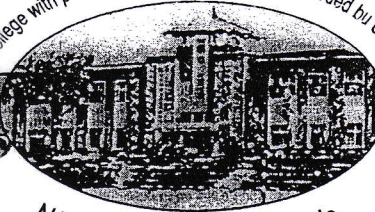
To,
The Regional Manager-Higher Education,
McGraw Hill Education (India) Pvt. Ltd.
Western India.

Subject: Purchase order for E-Books.

Product Name : Express Library
Product Description – E-book Library
Product Offering – 17 E-Books for perpetual Access
10 E-books for 3 Years
Subscription period – Perpetual and 3 year

(A). Subject Clusters	Title count	Perpetual Price
Business Management	1	6900.00
Marketing	1	7500.00
Finance	7	60720.00
Financial statements	2	3600.00
Investment & stock	2	11460.00
Accounting	1	5988.00
Gross total	14	96168.00
Less Disc 15%		14425.20
Net total		81742.80
Add: GST 5%		4087.14
Total inclusive of GST		85829.94

(P.T.O)



NAAC Re-accredited 'A' Grade

BRIHAN MAHARASHTRA COLLEGE OF COMMERCE

845, Shivajinagar, Pune 411004. Maharashtra - India.

Affiliated to Savitribai Phule Pune University - Senior College (I.D.No. Pu/Pn/C/010[1943]) - Junior College No. 11-11-007

(B). Subject Clusters	Title count	Perpetual Price
Marketing	1	8976.00
Accounting	1	15972.00
Finance	1	13155.80
Gross total	3	38103.80
Less Disc 15%		5715.57
Net total		32388.23
Add: GST 18%		5829.88
Total inclusive of GST		38218.11

(C). Subject Clusters	Title count	3 year Price
Computer Science / MIS	7	20025.00
Computing / MIS	3	6772.50
Gross Total	10	26797.50
Less: Discount (15%)		4019.60
Net Total		22777.90
Add: GST (5%)		1138.90
Total inclusive of GST		23916.80

Grand Total (Inclusive GST)-A+B+C	27	1,47,964.85
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1,47,964.85

S. Sahu

Terms and Conditions

1. Payment after satisfactory delivery, activation and reports.
2. Provide training to faculties and students.
3. Other terms and conditions as per quotation.
4. Payment terms-31 days from order date.

Thanking you,

[Signature]
Dr. S. V. Waghmare
 Prof In-charge - LIBRARY
 B. M. College of Commerce
 Pune - 411 004.

[Signature]
 (Dr. C. N. Rawal)
 Principal WH.
PRINCIPAL
 B. M. College of Commerce
 (Autonomous)
 Pune - 411 004.

Received
Abhijeet
Abhijeet Deshmukh

OIC



Deccan Education Society's
Brihan Maharashtra College of Commerce, Pune-4.

CASH / BANK

Voucher No. :

Chq. No. : Dt.:

Bank / A/c No. :

Date :

Account Head _____

Particulars	Amount (Rs.)	Ps.
Amount paid to McGraw Hill Education (India) Private Ltd. towards Bill No. DAPS 7496 Dated 21/8/2019	23,916	= 00
Purchase of E-Books (10 nos) for library		
	23,916	= 00

RECEIVED from the Principal, Brihan Maharashtra College of Commerce, Pune-4.

Rupees (in words): Twenty three thousand Nine hundred sixteen only.

As Specified above

Passed for Payment

S. V. Waghmare
Dr. S. V. Waghmare
Prof In-charge - LIBRARY
B. M. College of Commerce
Pune - 411 004.

Principal / Vice-Principal

Dept. Incharge

Signature of the Receiver

Name : _____

Registrar / Office Superintendent / Accountant

Life Member Accountant

TAX INVOICE

CIN : UB0302TN2010PTC114532
TAN : CHEM17842G

McGraw Hill Education (India) Private Limited
(Formerly known as McGraw Hill Educational Services India Private Limited)
B-4, Sector 63, Dist. Gurgaon, Haryana, India
Tel: +91120 4383400, Fax: +91120 4383401 To 4383403
Customer Service - Tel: +91120 4383514 to 4383519
Email: Jacob.Koshy@mheeducation.com, URL: www.mheeducation.com
Uttar Pradesh GST Registration No.: 09AAGGCM826311ZY

BILLING ADDRESS

D.E. SOCIETY'S BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, PUNE
845
SHIVAJI NAGAR
PUNE
MAHARASHTRA
INDIA
TEL: 020-67656275

SHIPPING ADDRESS

D.E. SOCIETY'S BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, PUNE
845
SHIVAJI NAGAR
PUNE
MAHARASHTRA
INDIA
TEL: 020-67656275

Tax Invoice No.	
DAP57496	
DATE	21/08/19
BILLING ACCOUNT NO.	D200491
CUSTOMER GSTIN NO.	Z7AAATD3141P1ZL

PAGE NUMBER	EXPIRY DATE	TERMS	WHS	CUST NO	PROCESS NUMBER	TRACKING / PICKSLIP NUMBER	OUR REFERENCE						
1 of 2	0/00/00	30 DAYS	10DH	D200491	26088197	71622496	26088197						
CUSTOMER ORDER NO	ISBN	TITLE / AUTHOR	ED TOS	HSN CODE	QTY ORDERED	QTY SHIPPED	QTY B/O	LIST PRICE	DISC %	GST Code	GST%	TOTAL GST AMOUNT	EXTENDED NET VALUE EX GST
PO-237/19-20	9781259084751	FIND OF COMP/PROG-AU (EB)	2	9973	1	1	1	5400.00	68.12	IGST	5.00	86.08	1721.52
	1259084752	BALAGURUSAMY	EL	9973	1	1	1	7800.00	68.12	IGST	5.00	124.33	2486.64
	9789332900912	Web Technologies EB	3	9973	1	1	1	7140.00	68.12	IGST	5.00	113.81	2276.23
	9332900914	Godbole, Achyut	EL	9973	1	1	1	7680.00	68.12	IGST	5.00	122.42	2448.38
	9789332900929	Crypto and Network Security EB	3	9973	1	1	1	6240.00	68.12	IGST	5.00	99.47	1989.31
	9332900922	Kahate, Atul	EL	9973	1	1	1	9900.00	68.16	IGST	5.00	157.61	3152.16
	9789383286782	Artificial Intelligence EB	1	9973	1	1	1	4980.00	68.12	IGST	5.00	79.38	1587.62
	9383286784	Khemani	EL	9973	1	1	1	7080.00	68.12	IGST	5.00	112.86	2257.10
	9789387067585	PROGRAMMING WITH PYTHON EB	1	9973	1	1	1	7500.00	68.12	IGST	5.00	119.55	2391.00
	9387067580	KAMTHANE	EL	9973	1	1	1	7740.00	68.12	IGST	5.00	123.38	2467.51
	9781259081316	SOFTWARE TESTING EB	1	9973	1	1	1						
	1259081311	LIMAYE	EL	9973	1	1	1						
	9789352604548	BIG DATA EB	1	9973	1	1	1						
	9352604547	MAHESHWARI, ANIL	EL	9973	1	1	1						
	9781259083044	DATA STRUCTURES EB	1	9973	1	1	1						
	1259083047	PAI	EL	9973	1	1	1						
	9781259083556	PROGRAMMING WITH C++ EB	3	9973	1	1	1						
	1259083551	RAVICHANDRAN	EL	9973	1	1	1						
	9780071337519	MOBILE COMPUTING EXP	1	9973	1	1	1						

CONTINUED

INVOICE


Tax Invoice No. DAP57496 DATE: 21/08/19 BILLING ACCOUNT NO.: D200491

PAGE NUMBER	EXPIRY DATE	TERMS	WHS	CUST NO	PROCESS NUMBER	TRACKING / PICKSLIP NUMBER	OUR REFERENCE						
2 of 2	0/00/00	30 DAYS	10DH	D200491	26088197	71622496	26088197						
CUSTOMER ORDER NO	ISBN	TITLE / AUTHOR	ED TOS	HSN CODE	QTY ORDER	QTY SHIPPED	QTY B/O	LIST PRICE	DISC %	GST Code	GST%	TOTAL GST AMOUNT	EXTENDED NET VALUE EX GST
0071337512	TALUKDER, ASHOK	EL											

TAX INVOICE

SPECIAL INSTRUCTIONS		SUB TOTAL (EXCL. GST)		22777.47
GST BREAK UP		*GST AMOUNT		1138.89
CGST		TOTAL (INR)		23916.36
SGST				
IGST				
Total (INR)				

Place Of Supply	State Code
MAHARASHTRA	27


 Corporate Office: B-4, Sector-03, Noida-201301 (I.P.)
 McGraw-Hill Education (India) Private Limited

- TERMS:
- No Returns accepted without Return Authorization.
 - Claims for non-receipt/damaged goods are to be made within seven days from the receipt of goods
 - Income Tax Permanent Account No. AAGCM8263J
 - Membership Code of FPBAI MT026
 - All disputes are subject to Delhi jurisdiction only
 - Interest @ 18% will be charged if the payment is not made on due date
 - Printed Books are Exempted under GST.

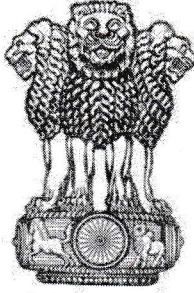
MODE OF SHIPMENT	ELECTRONIC
FORWARDER	
TOTAL NO. OF PIECES	0
TOTAL WEIGHT (KG)	.00

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Registered Office: 444/1, Sri Ekambara Naricker Industrial Estate, Alapakkam, Porur, Chennai-600116, Tamil Nadu, India

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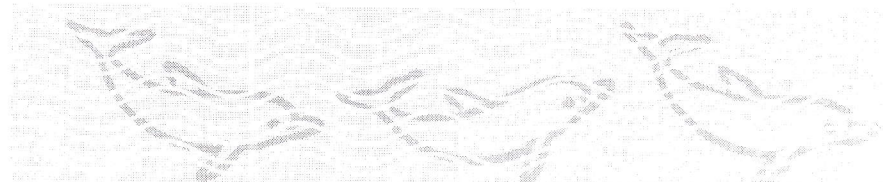
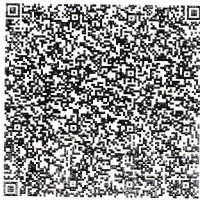
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL.62690850340775R
Certificate Issued Date	: 01-Oct-2019 08:33 AM
Account Reference	: IMPACC (IV)/ dl771203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL7712033391998777941R
Purchased by	: McGraw Hill Education India Pvt Ltd
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: McGraw Hill Education India Pvt Ltd
Second Party	: BRIHAN MAHARASHTRA COLLEGE OF COMMERCE
Stamp Duty Paid By	: McGraw Hill Education India Pvt Ltd
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



.....Please write or type below this line.....

McGraw Hill (INDIA) EXPRESS LIBRARY

INSTITUTIONAL LEVEL PERPETUAL ACCESS LICENSE AGREEMENT

This Agreement entered into as of the 1st day of October 2019 (the "Effective Date") is made by and between **McGraw Hill Education (India) Private Limited**, a company incorporated under the Companies Act, 1956, having its Registered office at 444/1, Sri Ekambara Naickr Industrial



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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.

Estate, Alapakkam, Porur, Chennai -600 116, Tamil Nadu, India and having its Corporate Office at B-4, Sector-63, District Gautam Budh Nagar, NOIDA, UP 201301 (hereinafter called the "MHE" which expression shall, unless it be repugnant to the subject or context thereof mean and include its successors, and permitted assigns).

AND

Brihan Maharashtra College of Commerce, having principal office at 845, Shivajinagar, Pune, Maharashtra 411004 (hereinafter called the "Licensee" which expression shall, unless it be repugnant to the subject or context thereof mean and include its successors and permitted assigns). The "MHE" and "Licensee" are collectively referred to as "Parties" and individually as a "Party".

WHEREAS, MHE has made certain publications and other materials available online through an McGraw Hill India Express Library content provider platform (defined below);

WHEREAS, Licensee desires to purchase access to the Express Library Platform (as defined herein) and certain publications available through the Platform in accordance with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions: As used in this Agreement, the following terms have the designated meanings:

"Authorized User(s)" refers to the individuals authorized by the Licensee to access the Platform, and who fall into one or more of the categories set forth below.

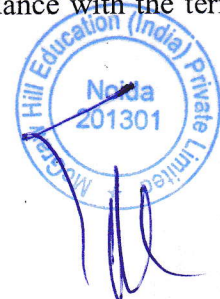
a. Academic

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b. Corporate

Authorized Users are current members of the Licensee's staff (whether on a permanent, temporary, or contract basis) who are permitted to access the Secure Network from within the Licensee's premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) through the Licensee's Secure Network.

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4. Fees

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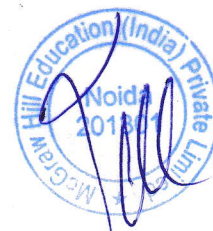
b. The Licensee is responsible for any charges associated with accessing the Platform and the MHE Materials or for otherwise implementing this Agreement, including, but not limited to, charges for any computer equipment, telephone or Internet connections and access.

5. Responsibilities of MHE

MHE will use commercially reasonable efforts to provide online access to the MHE Materials to Authorized Users through the Platform (other than downtime for maintenance, changes made to the MHE Materials and for reasons beyond the control of MHE) in accordance with this Agreement unless MHE chooses to discontinue access through the Platform, in which event the provisions of Section 2 of Appendix A shall apply.

6. Responsibilities of Licensee

a. Licensee will use its best efforts to inform Authorized Users of the terms and conditions of use governing access to the MHE Materials and the Platform, and to emphasize to such Authorized Users the need to comply with these terms and conditions.



b. Licensee will (i) ensure that access to the MHE Materials is possible only through the Licensee's Secure Network and from valid IP addresses or other secure authentication methods described in this Agreement; (ii) use its best efforts, consistent with best industry practices, to prevent access to and improper use of the MHE Materials and the Platform by unauthorized persons; and (iii) terminate any unauthorized access of which Licensee has actual notice or knowledge and notify MHE of the same.

c. Licensee will promptly notify MHE of any copyright infringement or unauthorized usage of the MHE Materials or the Platform which comes to the Licensee's attention, and cooperate fully with MHE in the investigation of such infringement or unauthorized use and/or in any action which MHE takes to enforce its copyright and other intellectual property rights, at MHE's sole cost and expense. Notwithstanding the above, the Licensee shall not be responsible for such unauthorized use which is without the express or implied consent of the Licensee, provided that the Licensee has complied with the terms and conditions set forth in this Section 6 and uses its best efforts to ensure that such activity ceases.

7. Term and Termination

a. The term ("Term") of this License shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue for the period as set out in Appendix A.

b. MHE shall have the right to request that the Licensee terminates, and upon such request Licensee shall terminate, access to the MHE Materials and/or the Platform by an Authorized User who breaches the terms and conditions of use set forth in Section 3 or who otherwise infringes MHE's copyright or other intellectual property rights in the MHE Materials or the Platform.

c. MHE may terminate this Agreement if Licensee materially breaches its obligations under this Agreement and fails to cure such material breach within fifteen (15) days of written notice thereof, including any of Licensee's payment obligations hereunder.

d. Unless this Agreement is terminated due to a material breach by Licensee under Section 7(c), if MHE decides to discontinue Licensee's access to the MHE Materials through the Platform, Licensee shall be provided with access to a copy of the MHE Materials in the manner described in the Appendix A, subject to the terms and conditions of use set forth therein.

e. Notwithstanding anything to the contrary set forth herein, Sections 3, 6, 7, 8, 10, 11, and 14 shall survive any termination of this Agreement.

8. Licensee Indemnification

Licensee, at its own cost and expense, agrees to defend, indemnify and hold harmless MHE, its affiliates, employees and licensors from and against all damages, liabilities, costs, judgments, charges and expenses, including reasonable attorneys' fees, which MHE, its affiliates, employees and licensors may incur as a result of: (i) Licensee's or its Authorized Users' violation of this Agreement; (ii) material entered into the MHE Materials by Licensee or its Authorized Users with the use of the Licensee's screen name or password; or (iii) otherwise due to or arising out of Licensee's use of the MHE Materials or the Platform. MHE reserves the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing.



9. MHE Indemnification

a. MHE, at its own cost and expense, shall defend, indemnify and hold harmless Licensee from and against all losses, damages, liabilities, costs, judgments, charges and expenses, including reasonable attorney's fees, directly incurred by Licensee relating to any third party claim or litigation against Licensee alleging that MHE Materials (as furnished by MHE) infringe on any copyright, trademark or patent right of any third party, provided however that Licensee's and its Authorized Users' use is in compliance with the provisions of this Agreement.

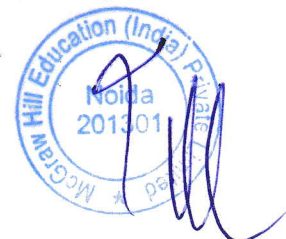
b. MHE's indemnification obligations in Section 9(a) above shall be subject to (i) MHE being notified promptly of any claim or litigation that is subject to such indemnification obligation, and (ii) MHE, at its election, being allowed to control the defense and/or settlement of any such claim or litigation and approve any settlement. Licensee shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with MHE in the defense of such claim or litigation.

10. Proprietary Rights

All proprietary rights in the MHE Materials and the Platform, including all products and software contained therein are and shall remain the property of MHE and its third-party licensors. Licensee expressly acknowledges that the MHE Materials are compiled, prepared, revised, selected and arranged by MHE and its third-party licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and that the MHE Materials and the Platform constitute valuable intellectual property of MHE and its third-party licensors. Licensee agrees to protect the copyrights, trade secrets, and other proprietary rights of MHE and its third-party licensors in the MHE Materials and the Platform, including, but not limited to, any contractual, statutory, and common law rights and to limit the use of and access to the MHE Materials and the Platform only to those uses and accesses expressly permitted hereunder. It is understood that access to the MHE Materials permitted hereunder will at all times be subject to the license terms herein, nothing in this Agreement transfers any of ownership in the MHE Materials to Licensee

11. Disclaimer of Warranties and Limitation on Liability

The MHE Materials, the Platform and all materials contained therein are provided on an "as is" basis. Neither MHE nor its third party licensors make any guarantees or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or use as to any such site or the information therein or any warranties as to the accuracy, completeness, currentness, or results to be obtained from accessing and using any of the MHE Materials, or any material which can be accessed (via a direct or indirect hyperlink or otherwise) through any such site. Any warranties of any kind, whether express or implied, are disclaimed. Any material or data obtained through use of any of the MHE Materials sites is at your own discretion and risk and Licensee understands that it will be solely responsible for any resulting damage to its computer system or loss of data.



In no event will MHE or its third party licensors, be liable for any indirect, special or consequential damages, including but not limited to, lost time, lost money, lost profits or good will, whether in contract, tort, strict liability or otherwise, and whether or not such damages are foreseen or unforeseen with respect to any use of any of the MHE Materials or the Platform. Without limiting the foregoing, in no event shall the aggregate liability of MHE and its third party licensors in any and all categories, whether arising from agreement, warranty, negligence, or otherwise, exceed one-fifth (1/5) of the fee paid by Licensee for the MHE Materials.

12. Force Majeure.

Neither Party shall be liable to the other for the failure to fulfill their obligations hereunder due to reasons beyond their control, including, by way of example, governmental restrictions, strikes, war, invasions, civil riot, and breakdown of market distribution facilities or shortages of labor or material. If the event of force majeure continues for periods in excess of 30 days, the unaffected party may terminate the Agreement without claiming any compensation or damages on account of such termination.

13. Notice/Communication.

(i) Any notice or other communication required to be sent under this Agreement shall be sent by email, fax, courier or post to the address mentioned hereinbefore and marked to the attention of the following:

A. If to MHE

Attention : Mr. Rahul Kalia

Email: Rahul.kalia@mheducation.com

Phone: 9870396992

Add: B-4, Sector 63, Gautam Budh Nagar, Noida-201301(U.P)

B. If to Licensee

Attention: Mr. Salve S.R.

Email: bmcclibrary12@gmail.com

Phone: 020-67656275

Fax: NA



(ii) Licensee also acknowledges and undertakes that in case of any change of name of person to whom such notice or communication will be sent by MHE; such change must be communicated to MHE within two weeks' time starting from such change as mentioned above. The Licensee also undertakes to provide branch wise detailed information of such persons who would be dealing directly or indirectly with MHE.

14. Dispute Resolution.

(i) Arbitration

The parties agree that any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in terms of Arbitration & Conciliation Act, 1996 (as amended) by a Sole Arbitrator who shall be appointed by the Managing Director of MHE. The Licensee shall have no objection with regard to such appointment. The seat of arbitration shall be at Delhi. The arbitration proceeding should be in English Language. Notwithstanding the foregoing, MHE may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration.

(ii) Jurisdiction

Subject to the arbitration clause contained in 14 (i) above, Courts at Delhi will have exclusive jurisdiction.

15. Applicable Law.

This Agreement will be interpreted, enforced and construed in accordance with and governed by the laws of India, regardless of the place of its execution or performance and without regard to rules regarding the conflict of laws.

16. Severability.

In the event that any of the provisions of this Agreement are held to be unenforceable by a Court, Tribunal or Arbitrator, the remaining portions of the Agreement will remain in full force and effect.

17. Miscellaneous.

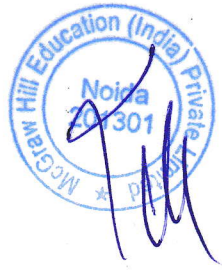
This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements, arrangements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Witnessed by:

As to Licensee:

For the Licensee:



Name and Designation

Brihan Maharashtra
College of Commerce

Place: Pune

As to
McGraw Hill Education (India) Pvt Ltd
Name and Designation



Ebi John Amos
Business Head (Higher Education)

Place: Noida
Date:

Name and Designation

Dr. C.N. Rawal
Principal

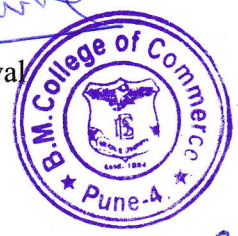
Place: Pune

For the
McGraw Hill Education (India) Pvt Ltd
Name and Designation



Lalit Singh
Managing Director

Place: Noida
Date:



S. R. Salve
Assistant Librarian
B. M. College of Commerce
Pune - 411 004.



Appendix A

MHE MATERIALS, SPECIFICATIONS AND PRICING

The following are the MHE Materials, Term, Payment Term, Fees and other specifics for this Agreement.

1. MHE Materials

The MHE Materials are McGraw-Hill’s Express Library collection as described in Appendix B

2. Term

The Term of this License shall commence on the Effective Date and continue for an initial term of one year (“Initial Term”) and shall renew for one-year terms (each a “Renewal Term”) thereafter as long as Licensee pays the applicable annual Platform Renewal Fee (defined below), unless terminated earlier as provided herein or unless MHE discontinues access to the Platform as set out below.

3. Continuing Access License

In connection with the continued access to the MHE Materials, and provided this Agreement is not terminated by MHE as provided herein, MHE grants to Licensee a non-exclusive, non-transferable right and continuing license to allow its Authorized Users to access and use the MHE Materials solely in accordance with the terms and conditions set forth in this paragraph and Sections 3 and 6 of the Agreement.

4. Licensee’s Facilities and Locations

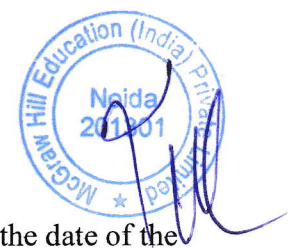
Brihan Maharashtra College of Commerce – Pune, Maharashtra

5. License Fee, Platform Renewal Fee and Payment Dates:

- (i) The total License Fee is **Rs.1,24,048.05** for **17 E-book titles**.

(Name of collection/Clusters/Sub-Clusters/Titles) payable within 30 days from the date of the activation of access of the MHE Materials.

- a. Notwithstanding the foregoing, should Licensee fail to make any of the installment payment above by the applicable dates above, the remaining installments of the License Fee will escalate and immediately be payable by Licensee. If any part of the License Fee is not paid by Licensee, Licensee will lose any access rights to the MHE Materials.



- (ii) If MHE is not able to provide access to the platform at any point of time as per the terms set out by in this agreement then MHE on its discretion shall have the right to stop/deactivate or discontinue providing access of the purchased material and shall transfer the soft copy of the purchased content (raw files) of the MHE material to the Licensee , upon a formal written request from the licensee.

- (iii) The annual Platform Renewal Fee is Rs 10,000, as per the agreement set out above.

- (iv) MHE, at its sole discretion decides to waive off the payment of platform fee for a period of 3 (years) from the date of purchase of the Express Library content.

- (v) If the License decides not to pay the Platform fee after the completion of initial access term as set out by in this agreement, MHE on its discretion shall have the right to stop/deactivate or discontinue providing access of the purchased material and shall transfer the soft copy of the purchased content (raw files) of the MHE material to the Licensee , upon a formal written request from the licensee.

- (vi) Post the Platform Fee waiver period as stated above, if & when the Institute purchases content for an amount exceeding INR 10,000, MHE shall waive off the Platform Fee for that particular year.

6. Access Validation Method(s)

Ip Address - 49.248.221.170



Appendix B

McGraw Hill Express Library

[To be provided by MHE]

Sl. No	Collection	No. of Titles
1.	Assorted titles from Express Library Cluster	17

It is understood that the titles in any such express Library are subject to change by MHE at any time.

