



महाराष्ट्र MAHARASHTRA

2017

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महाराष्ट्र न्यायिक कार्यालय, मुंबई
 प. नं. वि. क्र. ८०००००९
 24 MAR 2017
 सक्षम अधिकारी 3

AMENDMENT AND EXTENSION AGREEMENT

श्री. रा. कृ. पोटले

THIS AMENDMENT AND EXTENSION AGREEMENT ("Extension Agreement") is made and executed at Mumbai, Maharashtra, on this 31st day of March 2017. Two Thousand And Seventeen.

BETWEEN

(a) **CHILDLINE INDIA FOUNDATION**, a society, registered as such under the Societies Registration Act, 1860, having registration number 717 / 1999, vide Registration Certificate dated 28-05-1999, and also being registered under the Bombay Public Trust Act, 1950, under registration number F - 21743 (Bom), of 10-01-2000, and having its head office at 406, Surner Kendra, Pandurang Budhkar Marg, Worli, Mumbai 400 018, Maharashtra State, hereinafter referred to as "CIF";

AND

(b) **HOLY CROSS COLLEGE**, presently carrying on the activity of child protection & child rights activities, and having its registered office or principal place of activity at Holy Cross Provincialate, 138-A Anna Nagar, Madurai -20, Tamil Nadu and presently controlled and managed by Dr. Sr. M. R. Basil Rose, and who serves the said organisation in the capacity of "Principal", which organisation shall be hereinafter referred to as the "PARTNER ORGANISATION".



31 MAR 2017

फक्त प्रतिज्ञापत्रसाठी / Only for Affidavit
नोडपत्र - 9 Annexure-1

CHILDLINE INDIA FOUNDATION
406, Sumer Kendra, 4th Floor,
Pandurang Budhkar Marg,
Worli, Mumbai - 400018.
Ph: 022-24901098, 24911098
FAX: 022-24903509

मुद्रांक विक्री नोंदवही अनु. क्रमांक _____ दिनांक _____
मुद्रांक विकत घेणा-वाचे नाव रतिवाजी पत्ता _____

VP
मुद्रांक विकत घेणा-याची सही
परवाना क्रमांक : ८०००००९
मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. अरुणा अरुण वाशिर्डे
१४/बी, खोतासी बाडी, गेटेज विल्डींग, लळमजला, सी.पी.रोड,
गिरगाव, मुंबई - ४०० ००४.
शासकीय कार्यालयामार्फत / न्याय शासनाचे प्रतिज्ञापत्र सादर करण्यासाठी मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ११/०९/२००४ नुसार)
ज्या कारणासाठी याची मुद्रांक खरेदी केला त्याची खान कारणासाठी मुद्रांक खरेदी
केल्यापासून ६ महिन्यांत सापेक्षे बंधनकारक आहे.

परवानाधारक मुद्रांक विकत घेतले

008933

31 MAR 2017

[In this Extension Agreement, CIF and PARTNER ORGANISATION are collectively referred to as the "Parties" and individually as a "Party".]

WHEREAS:

1. CIF and the PARTNER ORGANISATION had entered into an agreement for CHILDLINE services on the 14th day of February 2011 ("**Original Agreement**").
2. Subsequently the Original Agreement dated 14th day of February 2011 has been renewed for a extended period of 3 years from with effect from 14th day of February 2014.
3. Further the Original Agreement dated 14th day of February 2011 has been renewed for second time for another extended period of 3 years with effect from 14th day of February 2017.
4. The Parties had agreed and undertaken, pursuant to Article 10.1 (a) of the Original Agreement, that CIF, at its sole discretion may extend the Term of the Original Agreement. Pursuant to this right, CIF has agreed to extend the term of the Original Agreement, subject to the terms and conditions set out hereinafter.

Handwritten signature



NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Terms and conditions capitalized herein and not defined herein shall have the same meaning as set out under the Original Agreement.
2. Pursuant to Article 10.1 of the Original Agreement, CIF has decided to extend the Term by an additional period of 3 (Three) years ("**Extended Term**") and the PARTNER ORGANISATION has agreed to the same. This is the Second Renewal of the Original Agreement dated 14th day of February 2011 will become effective from 14th day of February 2017, and the Parties have agreed that the same terms and conditions as laid down in the Original Agreement will continue to apply and bind the Parties during the Extended Term. The Extended Term hereunder shall be deemed to constitute a part of the "Term" as defined under the Original Agreement and any references to the word "Term" under the Original Agreement will include references to the Extended Term set out herein.

3. The Parties hereby agree that Article 5.1 (a) of the Original Agreement shall stand amended and shall read as follows:

"(a) A minimum commitment of 3 (Three) years by each organisation to fulfil its role in CHILDLINE 1098. This commitment shall be renewed on the renewal of this Agreement in terms of the provisions of this Agreement. This Agreement shall be subject to the termination provisions mentioned herein."

4. The following insertion shall be made to Annexure III of the Original Agreement:

Under "Job Description" of Volunteers of Collaborative Organisation, the following shall be added, after the item "*Attend to the CHILDLINE phones in the absence of staff*":

- *Provide support in all CHILDLINE related activities.*

5. This Extension Agreement binds and benefits both Parties, and notwithstanding anything stated in Clause 14.10 of the Original Agreement, this Extension Agreement along with the attached Original Agreement, is the entire agreement between the Parties in relation to subject matters set out there under and hereunder.
6. The Parties hereby agree that this Extension Agreement shall form an integral part of the Original Agreement and shall be read in conjunction with the Original Agreement. All references in the Original Agreement to "this Agreement" or "the Agreement" shall include the reference to this Extension Agreement, wherever the context so requires. Further, reference to the Original Agreement in any other documents shall also include reference to the Original Agreement as amended by this Extension Agreement.



7. Except to the extent set out under this Agreement, the terms and conditions of the Original Agreement including provisions of Articles 10, 11, 12, 13 and 14 of the Original Agreement *mutatis mutandis* applies to this Extension Agreement. Without prejudice to the generality of the foregoing, it is clarified that, Article 11.3 of the Original Agreement shall equally apply to this Extension Agreement and shall be deemed to be incorporated into this Extension Agreement by reference.
8. Save and except for those specifically modified and amended by this Extension Agreement, all other terms and conditions of the Original Agreement shall remain unaltered and in full force and effect. In the event of conflict between the terms of this Extension Agreement and the provisions of the Original Agreement, the provisions of this Extension Agreement shall prevail in relation to the matters set out herein.
9. This Extension Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

IN WITNESS WHEREOF, CIF and the PARTNER ORGANISATION have set and subscribed their hands and seals to these presents, the day and year first hereinabove written, mentioned in the Title Recital above.

SIGNED, SEALED AND DELIVERED for and on behalf of the **CHILDLINE India Foundation:**

Signature:

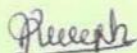


Name: Chitrakala Acharya
Designation: Head – Services



WITNESSES:

Name : Treesa Joseph
Address : 3/2 Joaquim Complex, Pratap Nagar, Bhandup West, Mumbai - 400 078

Signature : 

Name : Vikas Kaginkar
Address : Shiv Kanchi CHS, A/101, Sunder Nagar, Bolinj, Virar (W) – 401303.

Signature : 

SIGNED, SEALED AND DELIVERED for and on behalf of the HOLY CROSS COLLEGE:

Signature: *Sr Basil*



Office Seal

Name: Dr. Sr. M. R. Basil Rose

Designation: Principal

WITNESSES:

Name : Dr. Sr. Mary Johnsy
Address : Holy Cross College (Autonomous), Nagercoil - 4, Kanniyakumari District.

Signature : *M. Johnsy*

Name : Dr. Sr. Anne Perpet Sophy
Address : Holy Cross College (Autonomous), Nagercoil - 4, Kanniyakumari District.

Signature : *Sr. Anne Perpet Sophy*