

भारतीय गैर न्यायिक

पचास  
रुपये

₹.50

भारत

FIFTY  
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

C 410840

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made at Ranchi on 2nd day of July 2015

Between

The Jharkhand Silk, textile & Handicraft Development Corporation Ltd. - a Jharkhand Govt. Undertaking registered under the Companies Act 1956, and having its Head Office at D.I.C. Campus, Ratu Road, Ranchi and is represented by the Managing Director or his successors, and for the purpose of brevity herein after referred as the JHARCRAFT (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns and successors – in-interest) of the FIRST PARTY

AND

M/S. STAMBH, having its office at- Pilkhi More, Sisai, Dist. Gumla, and is represented by Secretary- Awani Bhushan, hereinafter referred, (Which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its permitted assigns and successors-in-interest) of the SECOND PARTY.

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*Jipri Salay*  
ASSISTANT GENERAL MANAGER  
(LEGAL AFF/RE)  
JHARKHAND SILK, TEXTILE & HANDICRAFT  
DEVELOPMENT CORPORATION LTD.  
RANCHI

*J. Bhushan*  
सचिव  
स्टम्ब, सिसई  
गुम्ला (झारखण्ड)

WHEREAS the JHARCRAFT (1<sup>st</sup> Party) and STAMBH (2<sup>nd</sup> Party) have mutually agreed for displaying and selling of the products produced/manufactured by the 2<sup>nd</sup> PARTY in the JHARCRAFT- SHOWROOMS for the promotion of the sales of their products on the stipulated terms and conditions of both the parties.

*Whereas JHARCRAFT is a nodal agency for marketing products of the Self Help Group's in twenty four districts of the state. JHARCRAFT promotes self-dependence, self-development, and skill up-gradation of the poor weavers and artisans and contribute to National Institute of Fashion Technology and National Institute of Design who in turn provide a strong backbone to the weavers and artisans associated to majority of entrepreneurship, women empowerment and creation of opportunity for the under privileged section of the society. JHARCRAFT has a design unit comprising of designer from institute like NIFT and NID who provide a strong backbone to the weavers and artisans associated to JHARCRAFT.*

*WHEREAS the second party as a result of extensive research, hard work, practical business experience, has developed and carrying on the business in the state of Jharkhand as well as throughout the nation.*

*That the second party shall put up all its credentials before the first party for proper verification.*

*The second party has developed products and services to be used in the business.*

NOW THIS MOU WITNESSETH AS FOLLOWS:

- 1) The 1<sup>st</sup> Party shall provide marketing space to the second party for exhibit and sale of the products produced by the 2<sup>nd</sup> party in the Jharcraft Outlets throughout the Nation.
- 2) The 1<sup>st</sup> party shall provide a space for the display and sale of the products of the second party at JHARCRAFT Showrooms
- 3) The 2<sup>nd</sup> Party shall supply, and exhibit for sell, their products, on Consignment basis through Jharcraft Emporiums, initially for the value of not exceeding Rs.2.00 lakh.

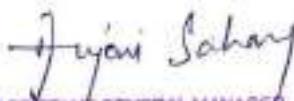
  
Dipan Sabary  
ASSISTANT GENERAL MANAGER  
(LEGAL AFFAIRS)  
JHARKHAND SSIK, TEXTILE & HANDICRAFT  
DEVELOPMENT CORPORATION LTD.  
RANCHI

  
सुधिर  
सिंह सिसोदिया  
गुबला (झारखण्ड)

- 4) Replenishment of goods should be done on monthly basis as per the feedback and Sale response. Where as, the goods for any special/ bulk order received may be requested for supply/ Delivery by the 1<sup>st</sup> Party.
- 5) All products of the consignment stock should be affixed with stickers/ tags as per the designs approved by 1<sup>st</sup> Party, indicating the important details related to products and the name of the supplier. All products would bear branding of the 1<sup>st</sup> Party.
- 6) 1<sup>st</sup> Party shall add certain % of margin, as decided by the costing committee at Jharcraft, to the supply rate of the products offered by 2<sup>nd</sup> Party, which would decide the MRP of the product to be sold at the Jharcraft Emporiums.
- 7) The payment shall be made by 1<sup>st</sup> Party once in a month to the extent of the sale affected by the end of the month. The Transfer Amount shall be on price offered at the time of supply of products by 2<sup>nd</sup> party. If discount has been offered amount will be transferred by 1<sup>st</sup> party by discounting the amount on the quoted price by 2<sup>nd</sup> party.
- 8) The Lead-time for exhibit and sale of products would be 6 months. If the product is not sold within the specified period, a discount price may be offered to the customers on mutual agreement of 1<sup>st</sup> and 2<sup>nd</sup> party. A lead-time of 3 months would be allowed for the products to be sold at a discounted rate by the 1<sup>st</sup> Party. If the product is still not disposed off, The same shall be returned by the 1<sup>st</sup> Party. The *transportation of the finished products shall be borne by 2<sup>nd</sup> party.*
- 9) The amount of discount, if any, shall be equally borne by both the parties in equal percentage, as per the ratio of their contribution to the MRP of the product.
- 10) In case of damaged products supplied/ Products damaged in-transit/products not sold, The Products would be returned to the 2<sup>nd</sup> party for replacement and transportation cost would be borne by 2<sup>nd</sup> party.

Any notice required to be given by the party here to the other under this agreement or in law, shall be sent by registered post or the trains transmission at the address herein mentioned.

- 11) Wherever necessary the 2nd party shall train and educate the staff of the 1<sup>st</sup> Party to sell the products. 2<sup>nd</sup> Party must provide all relevant details

  
Jayati Sahay

ASSISTANT GENERAL MANAGER  
(LEGAL AFFAIRS)  
JHARKRIM - K. TEXTILE & HANDICRAFT  
DEVELOPMENT CORPORATION LTD.  
RANCHI

  
सुनिता सिंह  
संस्था, सिसई  
गुवाहाटी (जारखाण्ड)

related to raw materials, Techniques used, Ingredients etc. for better knowledge of the sales staff for enhancing their convincing power towards the end customers.

#### INDEMNITY:

The Second party shall indemnify the first party against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, [penalties] and legal and other [reasonable] professional costs and expenses) suffered or incurred by the first party arising out of or in connection with the second party breach or negligent performance or non-performance of this agreement.

#### CONFIDENTIALITY:

No party shall in the confidential information for any purpose other than to perform its alights under this agreement.

#### TERMINATION AND CONSEQUENCES OF TERMINATION:

This agreement shall remain in operation for a period of five years from the date of commencement except for the clause as set for the below.

#### TERMINATION BY FIRST PARTY:

The 1<sup>st</sup> party reserves the right to terminate this agreement after giving a notice of 60 days of notice in writing to the second party when the agreement is operational.

#### TERMINATION BY SECOND PARTY:

The second party reserves the right to terminate this agreement after giving a notice of 60 days in writing by assigning appropriate reasons to the franchisor when the agreement is operational.

The first party shall, upon such Termination not sell the said goods lying in its stocks and shall return to the second party the same immediately.

#### ENTIRE AGREEMENT:

For the purpose of interpretation and of obligations, this agreement, has to be read as whole, in its entirely and no part of its is severalty, in any case whatsoever.

NO PARTNERSHIP OR AGENCY:

Nothing in the agreement is intended to, or shall be deemed to, establish Any partnership or joint venture between any of the parties nor constitutes any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

GOVERNING LAW AND JURISDICTION.

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the Law in India. The parties irrevocably agree that the courts of Ranchi, Jharkhand shall have [non]-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

*Arijit Saha*

MD JHARCRAFT / Successor  
ASS(1<sup>st</sup> Party) GENERAL MANAGER  
(LEGAL AFFAIRS)  
JHARKHAND COTTON TEXTILE & MANUFACTURER  
DEVELOPMENT AUTHORITY

Witness 1: *Archana Shephali Kongari* (Signature)

Name:

*Archana Shephali Kongari*

*STAMBH*  
स्तम्भ  
(2<sup>nd</sup> Party) सिसई  
गुमला (आरखाण्ड)

Witness 2: *Sanjay Kumar* (Signature)

Name: *SANJAY KUMAR*