



महाराष्ट्र MAHARASHTRA

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YB 809885



This MEMORANDUM OF UNDERSTANDING made at Mumbai this 04th day of March of 2021 between **Nirmala Memorial Foundation College**, *of Commerce and Science* having its office at D.S. Road, Thakur Complex, Kandivali East, Mumbai 400 101., hereinafter referred to as " **Nirmala Memorial Foundation College**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part and **Kashida Fashion Institute (KFI)** having its office at 9/A, 2nd Floor Navrang Building, Parekh Lane, Kandivali West, Mumbai 400067 (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its management, teachers, staff, students, employees and its successors) of the other part:-

Shah
Shahda.

Shah

Shahda.

जोडपत्र २

मुद्रांक विद्यपी नोंदवही अनुक्रमांक दिनांक

दस्तावा प्रकार 3 MAR 2021

दस्तावा जोडणी करणारा आहे का ? :- होय/नाही

लिंककतीचे कोडकावाव वर्णन

मुद्रांक दिवस घेणाऱ्याचे नाव व पत्ता *Kachida Fashion Institute*

दस्तावा घेणाऱ्याचे नाव व पत्ता

हस्तावे असावयाचे कावे नांव/पत्ता

हस्तावे जारी

घरपत्ता, गा.प.सं.क. कोडकाव व जिल्हा (पत्तोप आर. पुणे)

मुद्रांक मिळविणे पत्ता - (आर्किव्ह-रूम, ज्योती पार्क, लीला रोड (पुर्), ठाणे.

पत्तापत्र (आपणक ३३, ३४, ३५)

मुद्रांक खरेदी करणाऱ्याच्या नावावर मुद्रांक घेणाऱ्याचे संश्लकारक आहे.

433721

- 3 MAR 2021



WHERE AS:-

a) KFI is a educational service provider engaged into services of providing designing related training and courses since last more than 8 years and is a well known service provider in the design training industry and have made goodwill for themselves in the said industry. It provides educational knowledge and teaching syllabus to institute for Fashion Designing Course. It also caters to tailor made needs of the educational institute.

b) Kashida Fashion Institute has approached the **Nirmala Memorial Foundation College** for permission to conduct specialized class for Fashion Designing for its students, provided the courses conducted by Kashida Fashion Institute will not be parallel or overlapping to those run by the **Nirmala Memorial Foundation College**;

c) The **Nirmala Memorial Foundation College** conveyed its willingness to permit Kashida Fashion Institute to manage and conduct such specialized classes in one of its classroom on certain understanding with Kashida Fashion Institute in the manner hereinafter contained:-

This MOU is for 5 Academic year starting from the academic 21-22. The following proposal is in the **Ratio 70:30.** Wherein 70% share of the total income is of Kashida Fashion Institute and 30% of share of the total income is of Nirmala Memorial Foundation College. GST or any other taxes if any will be collected over and above the fees charged and will be distributed on the respective shares of each party above.

Name of the firm: Kashida Fashion Institute

PAN: AHAPD6342B

Kashida Fashion Institute's responsibilities:

1. Arrangement of faculties and training students as per the course.
2. Will not terminate the agreement without completing a batch, if terminated proportionate fees collected will be refunded to students (GST or any other taxes paid to the authorities shall not be refunded).
3. Marketing strategy and cost will be provided by Kashida Fashion Institute.
4. The payment of salary to the faculties will be the responsibility of Kashida Fashion Institute.
5. Fees structure shall be decided mutually.
6. Setting of test papers, checking and timely examinations shall be carried out by Kashida Fashion Institute.
7. Admission process to be carried out by Kashida Fashion Institute.
8. Collection of fees to be done by Kashida Fashion Institute.
9. Printing and stationary cost to be borne by Kashida Fashion Institute.
10. Study material to be provided by Kashida Fashion Institute.
11. Machine cost to be borne by Kashida Fashion Institute.
12. Cutting Table cost to be borne by Kashida Fashion Institute.
13. Fashion Show to be organized by Kashida Fashion Institute.





14. The fees and GST will be collected by Kashida Fashion Institute under the name of **Nirmala Memorial Foundation College**.

15. Kashida Fashion Institute will raise GST or any other tax if applicable on 70% of its share to **Nirmala Memorial Foundation College**.

The Nirmala Memorial Foundation College's responsibilities :

1. To provide initially with 1 classroom with Storewell.
2. Recurring maintenance expenses of electricity, water, etc would be borne by **Nirmala Memorial Foundation College**.
3. Sharing of database with Kashida Fashion Institute for the purpose of marketing and knowledge sharing seminars to be conducted in college.
4. Venue in the college for conducting Fashion Show event, Exhibitions (The subsidized rent will be paid by Kashida Fashion Institute).
5. To provide space for admission process in initial months.
6. To provide with assistance of 1 peon.
7. Kashida Fashion Institute promotion in college. (ie. Putting up of 1 banner size 10*5 feet throughout the year facing main road)
8. Allowing Kashida Fashion Institute to Market itself in the college. (ie. Pitching in all the classroom about the course, distribution of promotional materials etc.)
9. Not to initiate similar fashion course or short term course with any other institution within the Exclusive period as mentioned above.
10. Ensuring support to Kashida Fashion Institute and encourage quality education driven by Kashida Fashion Institute.
11. The share of Kashida Fashion Institute will be paid to them before 10th of every month for the fees collected.
12. The name KASHIDA should not be used by the **Nirmala Memorial Foundation College** during the contract period or even after the termination of the contract without prior permission in writing from the proprietor of KASHIDA FASHION INSTITUTE (M/S TRUPTI N DAVDA)
13. Any discrepancies/disputes arising with the terms of the MOU would be subjected to Mutual Consent as far as possible, failing which help of a mutually acceptable arbitrator will be taken.
14. A notice period of 3 months would be given to either party so that necessary steps and precautions can be undertaken in case of termination.
15. Agreement/MOU subjected to jurisdiction of Mumbai only.



For **Nirmala Memorial Foundation College**
Ms. Swiddle D'Cunha
In charge Principal



For **Kashida Fashion Institute**
Mrs. Turpti Davda
Proprietor

