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JAWED HABIB HAIR AND BEAUTY ACADEMY

Article 5 General Agreement

Not Applicable

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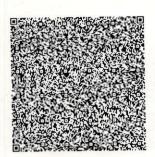
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JAWED HABIB HAIR AND BEAUTY ACADEMY

**MANAS** 

JAWED HABIB HAIR AND BEAUTY ACADEMY

(One Hundred only)



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

Director

Maulana Azad National Academy for Skills.

An autonomous Organization of National Minorities Development & Finance Corporation, Ministry of Minority Affairs

Maulana Azad Bhawan, Chelmsford Road, Opposite New Delhi Railway Station, New Delhi.

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# Memorandum of Understanding (MoU) Between Maulana Azad National Academy for Skills (MANAS) &

Jawed Habib Hair & Beauty Limited

This Memorandum of Understanding is executed at New Delhi on 30 day of March, 2016 (herein after called MoU), between

MAULANA AZAD NATIONAL ACADEMY FOR SKILLS (MANAS), under aegis of Ministry of Minority Affairs, New Delhi, represented by Sh. Subhash Chander, Director, MANAS hereinafter called the First Party, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the First Party (authorized to sign the MoU's as per delegation).

And

M/s Jawed Habib Hair & Beauty Limited, represented by Sh. Venkata Raveendra Ravi, CFO which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Second Party. Jawed Habib Hair & Beauty Limited registered at 1st Floor, Nimbus Centre, Oberoi Complex, Off New Link Road, SAB TV Lane, Andheri (W). Mumbai -400053, India, under Companies Act, 1956 as amended with effect from April 03, 2006, hereinafter referred to as "Jawed Habib Hair & Beauty Limited or JHHBL or Project Implementing Agency (PIA)" (which expression shall unless repugnant to the context or meaning thereof includes its successor and assignees).

- ${f 1.}$  All the parties mentioned above shall be jointly referred to as "Parties" under this MoU.
- 2. Purpose of MoU There are large number of leading experts in different trades/skill sets, who belong to Minority Communities. They are icons for youths all over the country particularly for minority communities, in their respective fields. They are well known public figures, who are recognized by their name, face and their associated trades/skill sets. They are inspirational figures, who motivate young population to excel in the chosen field of trade/expertise. Most of them have already acquired fame, fortune and social status, which compares with the best in the country and outside and may not be so interested in getting monetary benefits only anymore. Most of them are, more than eager to repay their respective communities by using their expertise and stature in their respective fields, for the benefit of marginalized sections of their communities and also for the society at large, by supporting the cause of skill development/up-gradation in their own areas of expertise. This is based upon the feedback received from the interaction with

ohn chus 3 my 2016 Director Maulana Azad National Academy for Skills,

An autonomous Organization of
National Minorities Development & Firance Corporation,
Ministry of Minority Affairs

(For MANAS) Ministry of Minority Affairs
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several leading personalities and icons in different skill sets, mainly, in **Beauty & Wellness Sector, Textile & Fashion Designing, Media & Entertainment** 

- 2.1. This MoU establishes a framework for execution of "Entrepreneurship & Skill Development Programme (E&SDP)" under the MANAS Guidelines, (as may be amended from time to time), of the Ministry of Minority Affairs, Government of India. It sets out the role and responsibilities of each of the parties for achievement of common objectives of E&SDP of MANAS.
- 2.2. All parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit, and with highest professional ethics.

#### Whereas

In order to implement the "Entrepreneurship & Skill Development Programme (E&SDP)" MANAS under Innovative Entrepreneurship & Skill Development Programme of MANAS – through leading National/International Experts in Different Skill Sets, agrees to provide financial assistance by way of extending the cost of providing E&SDP training to be released in installments for implementation of the "Entrepreneurship & Skill Development Programme (E&SDP)" in Delhi – NCR, Uttar Pradesh and Bihar at an overall training cost per candidate would be Rs. 14,000/-(Rupees Fourteen Thousand Only). This training cost covers all direct/ indirect costs related to the training programme mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT/ Soft Skills, related with self-employment trades, certification, placement, post placement tracking etc. are amongst the other specified taxes as may be applicable. JHHBL has been designated as Project Implementation Agency subject to the terms and conditions hereunder:

- A. The E&SDP of MANAS would be organized in the state of Delhi-NCR, UTTAR PRADESH, and BIHAR by JHHBL for the 6,000 beneficiaries belonging to minority communities (Muslims, Christians, Sikhs, Buddhists, Parsis and Jains).
- B. JHHBL, as a part of its commitment towards Entrepreneurship & Skill Development of persons belonging to Minority communities, has agreed to implement "Entrepreneurship & Skill Development Programme (E&SDP)" of MANAS at the total cost of Rs.8,40,00,000/-(Rs. Eight Crore Forty Lakhs Only) for 6,000 (Six Thousand Candidates Only) covering all direct/indirect costs related to the training programme mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT/ Soft Skills, related with self-employment trades, certification, placement, post placement tracking etc. are amongst the other specified taxes as may be applicable.

SUBHASH CHANDER 3 7 mm 6
Director
Maulana Azad National Academy for Skills,

(For M Angaubhomous Organization of National Minorities Development & Finance Corporation, Ministry of Minority Affairs

Maulana Azad Bhawan, Chelmsford Road, Opposite New Delhi Railway Station, New Delhi.

R. Paraudu,
(For JHHBL)

- C. The funds for the implementation of the program shall be released by the MANAS, based on the milestones defined in the Online Application Forms of MANAS/ guidelines/process flow/ Sanction order, which is an integral part of the MOU, and has to be followed in totality..
- D. The project shall be known as "Entrepreneurship & Skill Development Programme (E&SDP).
- E. Now, therefore, parties in order to pursue the common objectives, have agreed to impart **Entrepreneurship & Skill Development Programme (E&SDP) trainings in selected following trades** primarily leading to livelihoods primarily for self-employment for the candidates belonging to minorities in selected States of Delhi-NCR, UTTAR PRADESH and BIHAR as sanctioned by MANAS;
  - a. Assistant Beautician & Hair Dresser
  - b. Any other course from beauty & wellness sector in which at least 75% selfemployment/ wage-employment can be generated and as may be mutually agreed by MANAS and JHHBL.
- F. The parties have mutually agreed to pool their resources together for the benefit of persons belonging to Minorities to equip the trainees for placing all of them in self-employment ventures / employment on the basis of the requirements of the local market conditions, with primary focus on self-employment component. The parties mutually agree to terms and conditions recorded hereunder.

#### ARTICLE - I

## 1. OBLIGATIONS OF THE PARTIES

- **1.1 JHHBL,** agrees to implement the programme, and shall:-
- a. Ensure the compliance of all the terms & conditions as stipulated under the Sanction Order issued by MANAS, which is an integral part of this MOU. A copy of the same is enclosed as annexure I. The detailed & precise guidelines/ process flow for implementation of the E&SDP, are further defined in the annexure II, "Standard Operating Procedures", enclosed herewith. The guidelines / process flow have to be followed carefully in letter and spirit, as it provides the main operational framework, binding on all the PIAs.
- b. Ensure at all times to manage, maintain, plan and carry out the operations in accordance with the sound, technical and financial practices and under the supervision of experienced and competent staff in adequate number, and with active participation of beneficiaries. JHHBL shall furnish details of project implementation structure (Personnel & Systems) to be put in place by them to MANAS immediately on signing of the MOU.
- c. Identify the number of beneficiaries to be trained in the Delhi-NCR, UTTAR PRADESH, and BIHAR as per the norms prescribed for the beneficiary coverage under MANAS guidelines/process flow issued by MANAS, from among the list of candidates available with respective RUDSETI / Banks /KVIC / DRDA/EDIs / DICs etc. or authorized agencies in this regard or collected by survey or any other sources, or as agreed upon here under.

SUBHASH CHANDER 3 7 1671

(For JHHBL)

R. V. Rowenson.

Director

Yaulana Azari National Academy for Skills,

National Minorities Development & Firance Corporation,

Ministry of Minority Affairs

Maulana Azad Bhawan, Chelmsford Road, Opposite New Delhi Railway Station, New Delhi.

- d. Furnish to MANAS any and all such information and reports including physical & financial progress reports (statement of A/c) on the use of the Grant funds as well as on the implementation of the Programme, as per the prescribed time schedule, or as and when sought, as mentioned in MANAS Sanction order dated 29th March, 2015, which as mentioned above is also an integral part of the MOU.
- e. If its own accord, promptly, inform MANAS of any and all modifications of the Articles of Association and of other regulations applicable to it, within 30 days from such changes of any and all changes in its management and of any and all circumstances that are likely to preclude or seriously jeopardize the accomplishment of the purpose of this Agreement.
- Submit to MANAS physical and financial periodic progress reports and upon completion of the project but not later than one (1) month from the closing of the accounting year, its status reports, all financial statements and the pertinent utilization certificates of the funds released.
- Enable and allow MANAS and / or their representatives at any time to inspect any and all books and records pertinent to the grant funds and its utilization as well as any and all audit and accountant's reports of its own department and external auditors and shall furnish to MANAS any and all such information as MANAS may require from time to time. Allow and facilitate inspection of JHHBL, financial Statements and records and visit of the sites of the programme implementation by representatives of MANAS, on request of the latter, at any time, to verify the proper use of financial contribution.
- h. Maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant.
- Open and maintain a Separate Bank Account of the project for implementing the Programme. All the funds related to this project would be transferred in this bank account
- JHHBL will maintain separate books of accounts for this project for the purpose of auditing.
- k. Get the expenditure incurred from the grant audited by the External or Statutory Auditors of JHHBL in accordance with the appropriate and consistently applied auditing principles in India. Such Auditors will furnish to MANAS at the end of each financial year a certificate to the effect that the accounts have been audited and the grant has been spent on the objects for which it was meant, save as otherwise provided in this agreement. Any unspent balance and accrued interest there from should be reported to MANAS & utilized only for the project.
- Submit detailed report of the work undertaken and completed under the project to MANAS at regular intervals, along with details of the training programmes, trainees and their placements, as the case may be.
- m. Furnish to MANAS such other information as may be required from time to time.
- Third party assessment will be conducted after completion of the training programme and provide the beneficiaries with a Certificate, on completion of their training, preferably authenticated jointly by Sector Skill Council / NCVT or any other concerned apex association / body of the industry or any other agency specified by MANAS jointly with it.
- o. Provide the trainees for placing all of them in self-employment ventures / employment on the basis of the requirements of the local market conditions with primary focus on selfemployment and place the data on the their own website as well as MANAS website in the format mutually agreed upon by the JHHBL and MANAS and also devise a mechanism to track at least for one year from the date of placement of the beneficiaries and maintain the relevant data base for a minimum period of two years on its website.

(For MANASHASH CHANDER 3) 37276 Maulana Azad National Academy for Skills,

An autonomous Organization of National Minorities Development & Finance Corporation,

Ministry of Minority Affairs

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- p. JHHBL, should submit the physical & financial progress report of the project in the prescribed format.
- 1.2 MANAS agrees to undertake the followings:
- a. On the request/proposal for release of funds sought by JHHBL on the basis of the milestones/ pre-requisites defined by MANAS and successful submission of Online Application Form No - III, which is an integral part of this MOU, and PIAs are expected to follow it completely in letter and spirit. MANAS would consider release of funds after due verification and certification of funds requisition letter and / or utilization certificates along with other necessary documents as described in the obligations part of the JHHBL and Online Application Form No - III & Sanction Order issued on 29th March, 2016 enclosed as annexure - I. PIA is also required to submit the progress report on monthly
- b. Design monitoring and sampling model / procedures / format / template for assessment which will be designed, developed and shared between the parties and will form an integral part of this Agreement.
- c. Verify the financial documents & details of accomplishing the physical targets submitted by IHHBL.
- d. Undertake a random assessment of the Self Employment &placement performance based on the completion reports and also to keep a track for at least one year of the beneficiaries provided placement.
- e. MANAS will constitute a Project Monitoring Committee to monitor the project from time to
- The Project Monitoring Committee will review the progress of the project periodically and if the committee observes the performance/programme is not satisfactory, based on the status report submitted after field inspection, it may at once seek refund of unspent balance of the grant and interest earned in the Account from JHHBL. MANAS may also take action against the PIA by stoppage of further disbursement, forfeiture, and recovery with interest, blacklisting, and any other logical action as per the law.

### **ARTICLE - II**

#### 2. DETAILS OF THE PROGRAMME

2.1 The programme envisages implementation of Entrepreneurship & Skill Development Programme (E&SDP) through Madrasas for persons belonging to Minorities having the annual family income up to Rs. 6,00,000 in the identified States Viz. Delhi - NCR, Bihar and Uttar Pradesh. "JHHBL" will be responsible for identification of potential activities, the beneficiaries, the facilitators / trainers who will be imparting training and monitoring the programme, etc. "IHHBL" will conduct the training programmes as specified in the proposal in various courses developed by them.

#### 2.2 Key Activities of the "JHHBL":-

The PIA would undertake all the activities for organizing the E&SDP in an efficient manner including conducting survey of activities and business activities undertaken by Minorities in

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(For JHHBL)

the area. The detailed guidelines are as given in the annexure – II, which is an integral part of the MOU. The PIA would be required to conduct Market Assessment study, Curriculum and training, Identification of trainers and faculty, Training of trainers, Establishment & management of Centers, Identification of potential beneficiaries for training, Aptitude assessment, Intensive training, Personality and skill development, On self-help groups for securing credit, the job training / apprenticeship, Placement, promote self-employment ventures for the trainees, in all possible manners, Establishing and empowering the Tracking cell / alumni associations and Facilitate the sustainability model.

## 2.3 FINANCIAL OUTLAY

The total amount for implementing the project under the scheme **Rs.8,40,00,000/-(Rs. Eight Crore Forty Lakhs Only)** for training 6000/-candidates, which is funded by MANAS. The funds will be released in 4 installments respectively as specified below.

The following schedule would be followed for the releasing of Installments by MANAS with the approval of competent authority, on due compliance of the "MANAS Online Application Forms", by PIA at each stage:

S.No.	Ratio	Milestone Events
1.	30%	<b>First instalment</b> - 30% payment will be released after signing of MOU, submission of trainees' list and completion of all pre-training formalities of MANAS including inspection of infrastructure of PIA and submission of Performance Bank Guarantee 10% of the total Project cost, which should be valid for minimum 15 months from the date of signing of MoU
2.	30%	Second instalment – 30% payment will be released on the basis of –  I. Utilization of 60% of the 1st instalment supported by an audited utilization certificate and weekly off site (i.e. online) and monthly on-site inspection of PIA accounts by the Technical Support Agency. This checking is to ensure that weekly and monthly targets are being met.  II. Recommendation of mid-terms field inspection report.  III. Submission of year-wise audit reports for the preceding years of the project as soon as due.  IV. Due compliance of the MANAS Online Application Form - 4
3.	30%	Third instalment – 30% payment will be released after completion of the training, joint Certification of the successful trainings and achieving all targets, placement & submission of project closure documents(utilization certificate of project cost, placement status report and project completion report etc.) Details of employment, self-employment/wage-employment in prescribed format and due compliance of the MANAS Online Application Form – 5 to 6.
4.	10%	Fourth Instalment – 10% payment will be released after satisfactory completion of the hand holding period of 1 year and due compliance of the MANAS Online

SUBHASH CHANDERS 7 37276

Director
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(For MANA Sylonomous Organization of
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(For JHHBL)

Application Form - 7
<b>10% Performance Bank Guarantee</b> - will be released after one (1) year of placement of trainees in their respective self-employment business venture / job employment.

The cost structure includes the following inputs:

a. Market analysis and need identification studies for delivering appropriate training, selfemployment and placement assistance.

b. Workforce market identification studies, road shows for identification and selection of eligible beneficiaries for appropriate skill development, with primary focus on promoting self-employment ventures.

c. Capacity building training programmes for faculty/ programme staff/ industry mentors, etc.

d. Delivering training to the target group beneficiaries with focus on enterprises being owned/operated/managed by minority communities in selected trade/vocations.

e. Monitoring industry /institute interface in both self-employment and tracking of beneficiaries.

f. Administrative and operational expenses of the training programme during the project period.

g. Establishing an MIS to facilitate exchange of information among all the parties and maintaining the website of the project.

The PIA will open a separate bank account for the funds released under the project and any interest accrued on the amount deposited in bank for this project will be used for project works only subject to the total sanctioned cost not been exceeded. No cost escalation will be permitted for the project. Any escalation in cost would be borne by the "JHHBL". The project implementation period is up to 24 months from the date of signing of the MoU.

## 2.4 PROGRAMME MONITORING

The MANAS will coordinate & monitor the implementation of the project on a periodic basis as whenever its guidance is felt required, for the proper implementation of programme. The parties will hold regular review meetings, to ensure smooth implementation of the programme. The JHHBL is to update all the information regarding the project on MANAS website and furnishes the information through online on training and placement of trainees and immediately inform its address to MANAS.

The PIA would be required to upload the daily attendance of the trainees / trainers in the system file format generated by the Biometric Attendance Machines. The PIA would cover the training programme by CCTV and provide the live CCTV footage to be placed on the MANAs website. The detailed guidelines are given in the Annexure - II "Standard Operating Procedures" enclosed.

## 2.5 CHANGES IN PROGRAMME DESIGN

After signing of MOU no changes in the programme design shall be allowed. However in case of exigency in the interest of the programme MANAS may allow changes in the Programme design

ASH CHANDER (For MANAS) zad National Academy for Skills, An autonomous Organization of
National Minorities Development & Firance Corporation,
Ministry of Minority Affairs

with prior approval only. The PIA shall inform MANAS thereof explaining the need for such changes immediately, stating the reasons, the planned measures and the consequences of the changes. Execution of such measures may commence only on the basis of revised planning, and upon MANAS's approval. JHHBL shall furnish to MANAS the implementation schedule for the entire project deliverables. The plan of action and the time lines therein, would form an integral part of this agreement.

#### ARTICLE - III

## 3. PROCEDURE FOR DISBURSEMENT

- 3.1 The Payment of the grant amount will be released in the name of JHHBL as per the schedule and pre-requisite defined in the Online Application Form III - VII.
- 3.2 MANAS shall disburse the grant to JHHBL to a separate bank account to be maintained for the project and any interest accrued on the amount deposited in the bank will be used for project works only.
- **3.3** MANAS reserve the right to suspend/stop disbursements in case of:
- a. Breach by JHHBL in complying with the terms and conditions of this agreement, including those outlined in Annexures-I, II &Online Application Forms - I - VII. The non-utilization of amount for the purpose for which it has been granted and / or diverting the amount for any other purpose or project other than the project requirement with compliance to article-II clause-2.3.
- b. Extraordinary circumstances arising which in the opinion of the MANAS are likely to preclude or seriously jeopardize the implementation, the operation, or the purpose and the decisions taken by MANAS is final.
- 3.4 If any of the situations specified in Articles 3.3 (a) or (b) has occurred and has not been rectified / remedied to the satisfaction of MANAS within the period prescribed by MANAS, which shall, however, be at least 30 days, MANAS may take following actions -
- a. In the case specified in Articles 3.3 (a) demand the immediate repayment of all disbursed amount to the extent of non-fulfillment/achievement in complying with terms and conditions of this MoU which may depend on facts and circumstances as the case may be:
- **b.** In the case specified in Article 3.3 (b) demand the immediate repayment of such amounts as **JHHBL** is unable to prove to have been used for the stipulated purpose.
- c. In the event IHHBL does not fulfill the targets for training and placement after receipt of funds from MANAS, JHHBL shall refund the grant-in-aid received from NMDFC along with interest at the prescribed rate proportionate to the extent targets have not been fulfilled. The first part shall recover the same as per law.

## ARTICLE - IV

4. PROGRAMME IMPLEMENTATION

SUBHASH CHANDER Maulana Azad National Academy for Skills, (For MANUS) evelopment & Fir ance Corporation,

Ministry of Minority Affairs

Meulana Azad Bhawan, Chelmsford Road, Opposite New Lethi Railway Station, New Dethi

(For JHHBL)

- **4.1 JHHBL** shall be the Programme implementing Agency. The implementation of the special programme of E&SDP shall be done by PIA as per the agreed terms and conditions.
- 4.2 JHHBL shall provide self-employment/ wage employment support to maximum number of beneficiaries trained by them. Only those candidates, who refuse to take up self-employment avenues after completion of training, may be given placement support by the PIA.
- 4.3 The time table, cost and financing schedule required for the proper conduct and implementation of the programme shall be prepared by JHHBL as per the norms of respective Sector Skill Council/NCVT and submitted to MANAS. Such schedule is to show, the deadlines and amounts, the intended chronological interrelation of the individual programme measures and the resulting financial requirements.
- 4.4 If any modifications are found necessary, MANAS shall be consulted, upon whose approval those measures are implemented.
- 4.5 There would be a Project Management Unit (PMU) for reviewing the progress made and to strengthen the programme.
- 4.6 The PMU will meet as & when convened by the Convener cum member to review the progress in implementation. The Member will prepare the minutes of these meetings and advise the concerned for appropriate actions.
- **4.7 JHHBL** shall document the project progress /implementation using suitable audio, visual, print aids giving the status of the beneficiaries before and after the project. It would maintain record of interventions initiated and the project achievements.
- **4.8 JHHBL** shall submit progress reports to MANAS regarding physical and financial progress under the project every week.
- **4.9 JHHBL** on utilization of specific funds and achievement of physical target shall send fund requisition letter to the MANAS with the requisite documents after due verification /certification.
  - a. Fund utilization certificates in the format prescribed.
  - Audit report consisting of balance sheet, income –expenditure statement and payment & Receipt statement.
  - c. Physical performance report in the format prescribed herein.
  - d. Any other formats that may be prescribed under Letter of Intent issued by MANAS or in the MoU.
  - e. MANAS shall consider the request of the PIA as per the payment terms & conditions as specified in clause no.  $2.3\,$

#### ARTICLE - V

### 5. CONFIDENTIALITY

- 5.1 All parties acknowledge the confidentiality of information that may be exchanged among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:
  - (i) Part of the public domain at the time of disclosure or.
  - (ii) Requiretobedisclosedinaccordancewiththeapplicablelawsofthecountry.

#### **ARTICLE - VI**

6. Arbitration and Application Laws -

SUBHASH CHANDER 3 7 3757576

Maulana Azad National Academy for Skills,
An autonomous Organization of
(For MANAS)

National Minorities Development & Firance Corporation,
Ministry of Minority Affairs

Maulana Azad Bhawan, Chelmsford Road, Opposite New Lelhi Railway Station, New Delhi.

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- 6.1 The parties hereby agree that any controversy, claim or dispute arising in connection with this MoU, and which cannot be resolved amicably shall be referred to the Steering Committee of MANAS, whose decision shall be final and binding on all parties.
- 6.2 In case an aggrieved party seeks judicial remedy, and where the MANAS is the First Deponent, the petition shall be filed in jurisdiction of Delhi High Court.

#### **ARTICLE - VII**

## 7. Force Majeure -

7.1 No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightening, flood, earthquake or such similar disasters), or any other reason which lies outside the control of the Parties.

#### ARTICLE - VIII

## 8. Validity of the MoU -

8.1 This Mou shall come into force on 30th March, 2016 and shall be valid for the 24 Months from the date of signing of MoU or completion of the project (training, assessment, certification of 6,000 candidates and post placement tracking for a minimum of 12 months from the date of placement (wage/self-employment).

#### ARTICLE - IX

## 9. DISPUTE RESOLUTION

- 9.1 The PIA should not indulge into any activity which leads to dispute / litigation involving MANAS. If such activity is conducted by the PIA, MANAS will not be responsible for it and will be free to take appropriate action against the PIA.
- 9.2 In case of any disagreement or dispute between the parties, attempt shall be made to resolve the dispute through consultations between the parties at New Delhi. After exhausting all such attempts, decision of Chairman, MANAS will be final.
- 9.3 The decision regarding breach of any clause under this agreement by the Second Party shall be discussed and arrived at after mutual consent and in case any breach has been committed by the Second Party of any of the terms and conditions of this Agreement/ sanction letter/ guidelines, such decisions taken by the First Party shall be conclusive, final and binding on the Second Party and they shall not question the same in any court, tribunal,
- 9.4 Any disputes arising of this agreement which cannot be amicably settled shall be referred to the sole Arbitrator to be appointed by the Chairman MANAS and the Arbitration would be governed with the provisions of the Indian Arbitration & Conciliation Act 1996. The place of Arbitration shall be New Delhi.

SUBHASH CHANDER 3937272

Director

Director

Avairana Azad National Academy for Skills,

Valional Minorities Development & Figure Corporation, Ministry of Minority Affairs

A test Shawan, Chalmsford Road, Opposite New Delhi Railway Station, New Delhi.

- **9.5** That the Delhi Courts will have the sole and exclusive Jurisdiction to decide the issue of any dispute between the parties hereto.
- **9.6** Any notice required to be given under this agreement shall be served on the party at their respective addresses given below by hand delivery or by registered post.
- 1. **Maulana Azad National Academy for Skills (MANAS),** New Delhi, 1st Floor, Core I, Scope Minar, Laxmi Nagar, New Delhi 110092.
- M/s Jawed Habib Hair & Beauty Academy, (JHHBL), HO Address. 1st Floor, Nimbus Centre, Oberoi Complex, Off New Link Road, SAB TV Lane, Andheri (W). Mumbai - 400053, India

In witness where off the parties hereto have caused this agreement and a triplicate thereof on their respective behalf by their duly authorized officials on the date and place herein above mentioned

Signed, sealed and delivered within MANAS
By the hands of it's duly authorized representative.  SUBHASH CHANDER  Director  An autonomous Organization of  In the presence of the following widthers of Minority Affairs  Maulana Azad Bhawan, Chelmsford Road, Opposite New Leihi Raibray Station, New Delhi  1.  2.
Signed, sealed and delivered within JHHBL

By the hands of it's duly authorized representative.

In the presence of

1.

2.

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