

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



ASSAM

SLNO 9263/21

28AA 373923

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 06/04/2021.

BETWEEN

GOLAGHAT COMMERCE COLLEGE having its address at Jyoti Nagar, Golaghat town, Golaghat, Assam, India, hereinafter referred to as "GCC" represented by Principal Shri Utpal Sarma (hereinafter referred to as "First Party" which expression shall mean and include its executors, administrators and permitted assigns).

AND

SUNDERLAL SUSHIL KUMAR, a sole proprietorship business establishment dealing with clothes, having its shop at Mona Bazar, Golaghat, Assam, India, represented by Mahesh Kumar Baheti (hereinafter referred to as "Second Party" which expression shall mean and include its heirs, executors, administrators and permitted assigns).

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Mahesh Kumar Baheti

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WHEREAS Golaghat commerce College (or "GCC" in short) is a higher educational institution, runs various Higher Secondary, Under graduate, Post Graduate and Certificate courses and "GCC"'s Principal Shri Utpal Sarma is sole authorised person who administers the institution is the representative of this MOU and fully authorised to execute this "MOU" on behalf of "GCC".

WHEREAS "SUNDERLAL SUSHIL KUMAR" is a sole proprietary business establishment dealing with garments having GSTIN number: 18ADCPB0078N1ZK and Mahesh Kumar Baheti, the Proprietor of SUNDERLAL SUSHIL KUMAR is the sole authorised person who administers the business, is the representative of this MOU and fully authorised to execute this "MOU" on behalf of "SUNDERLAL SUSHIL KUMAR".

WHEREAS "GCC" intended to open a selling point for the sale of uniform for college students with the joint collaboration of "GCC"'s Internal Quality Assurance Cell in short "IQAC" which is under the administration of the Principal of GCC, within its campus in a Pucca room on the first floor of "Milijuli Chora" i.e., teacher's common room for the benefit of its college community and as

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such the first party placed a proposal to the second party to supply the same and the second party accepted the proposal of the First Party.

NOW THEREFORE IN CONSIDERATION OF the above the parties hereto are desirous of recording the terms and conditions of their agreement in writing,

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. That the Second Party / SUNDERLAL SUSHIL KUMAR shall sell clothes as an uniform at the rate of 25% less than that of the market price of the goods prevailed at the time of the sale.
2. This MOU takes effect upon signature by the authorised representative of each party and will remain in effect until one year from the date of signing this MOU. The period of this Memorandum can be extended on mutual consent of both the parties.
3. That the parties further understand that any party may cancel this agreement at any time for reasonable cause, upon thirty day written notice. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement or its authorised principal representative.
4. This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this agreement.
5. That the parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
6. That the Second party will supply the goods to GCC as and when it is required by the First Party.
7. That the first party will make the payment of the goods supplied by the second party out of the sale proceeds.
8. That both the parties shall maintain proper books of account.
9. That the second party will supply the goods within 15 days from the demand order placed by the First Party.
10. That any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the parties hereto failing which the parties shall refer it to the mutually appointed arbitrator.

Sunderlal Sushil Kumar
Sunderlal Sushil Kumar

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SCHEDULE OF THE ROOM USED AS SELLING POINT:

A Pucca room measuring 10 feet x 10 feet, on the first floor of Milijuli Chora i.e., teacher's common room standing at the campus of Golaghat Commerce College.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED, SEAL AND DELIVERED by the within named



[Signature]
06/04/2021

Shri Utpal Sarma
Principal

Golaghat Commerce College

[Signature]
Mahesh Kumar Baheti

In the presence of:

1.
Name: *Mayank Baheti*
R/O: *Son*
P.O: *Golaghat*
District: *20*

*Drafted by
Beema Baruah
Advocate
Golaghat.*

SIGNED, SEAL AND DELIVERED by the within named

[Signature]
Mahesh Kumar Baheti

Mahesh Kumar Baheti
Proprietor

SUNDERLAL SUSHIL KUMAR

2.
Name: *Juni Suaroh*
R/O: *Ikana Road, Ward No. 7*
P.O: *Golaghat.*
District: *Golaghat.*

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