



महाराष्ट्र MAHARASHTRA

● 2017 ●

AF 868480

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क. ८००००९४
13 JUN 2017
सकल जाणकारी

**Memorandum of Understanding
For Business Graphics Program**

श्री. हेमंत सायंत

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made

at Mumbai on 4th July, 2017

Between

Abhijit Nag Consulting (ANC),

&

Kohinoor Business School (KBS)

- (1) Abhijit Nag Consulting, in short ANC, is a Sole Proprietary concern of Shri Abhijit Ananta Nag, based presently at Mumbai, having addresses as below:
 - (a) A-407, Premier Residences, Premier Road, Kurla (West), Mumbai-400 070; and
 - (b) B-16, Surajban Apartments, Ganesh khind Road, Aundh, Pune- 411 007.

- (2) ANC is engaged in corporate training & consulting to different corporates for the last 15 years. Abhijit Ananta Nag, being a mechanical engineer from I.I.T. Kharagpur, an industrial engineer from Indian Institution of Industrial Engineering, NITIE Campus, Mumbai, a Masters in Management Science & a Cost & Management Accountant, has more than 25 years of corporate experience in the leading companies. Among the different management innovations, Business Graphics is one which is unique and intended to have extended applications in corporates. Business Graphics, in short BG, is conceptualized & developed by Shri Abhijit Ananta Nag, using a number of new and unique concepts. BG is registered with Trade Mark Registry in Class 41, under No. 2479404 dated .15.02.2013.

- (3) Kohinoor Business School, in short KBS, is a constituent of Kohinoor Education Trust, having the address as below:
 - (a) Kohinoor Business School, Kohinoor City, Kurla (West), Mumbai-400 070; and

- (b) KBS provides management education in Mumbai & offers PGDM AICTE approved course & Mumbai University affiliated MMS (Masters in Management Studies) course.
- (4) It is for the purpose of BG-Training among the corporates in Mumbai, this MOU is signed on this day between ANC & KBS.
- (5) The BG Training will be provided by ANC on structured 15 modules to managers from corporates. These modules are innovated & developed by Shri Abhijit Ananta Nag.
- (6) ANC will provide marketing data base containing potential candidates and companies.
- (7) ANC will provide necessary marketing training to the marketing staff without any monetary charge.
- (8) KBS is to host the marketing and logistics support for the BG-Training programmes in Mumbai and will promote the same amongst corporates.
- (9) ANC & KBS will open a current account with The Shamrao Vithhal Co-op. Bank , Kurla (W), Mumbai-400 070 in the joint name of ANC & KBS to be operated jointly. All cheques/demand drafts payable by the participating managers, or, on their behalf by their respective sponsoring companies will be deposited in this account and transferred to FD (Fixed Deposit). No payment will be made out of this account till the respective course batch is successfully completed. On successful completion of each

batch the amount of fees collected for the respective batch along with the interest accrued thereon will be divided in the ratio stated in clause no. 11.

- (10) All the cheques/demand drafts payable by the participating managers, or, on their behalf by their respective sponsoring companies will be drawn in favour of ANC & KBS.
- (12) In the beginning, only one batch of 40 participating managers will be taken for the 3-month BG-Training programme, having 2 days (Saturdays & Sundays) of training per week. If the demand becomes more, 3 batches can be taken up simultaneously per week, each batch being trained for 2 days per week and the batch size can be increased to 50 nos.
- (13) **RELATIONSHIP BETWEEN THE PARTIES:** It is explicitly agreed by and between the parties that this arrangement between the parties is in respect of this Programme only. Both the parties have entered into this MOU on a principal-to-principal basis and nothing contained herein is or shall be deemed to be construed as a partnership between the parties and shall not be construed as partnership between the parties, nor shall it be deemed to constitute Joint Venture or an Association of persons.
- (14) **Termination Clause:** Either party can terminate this MOU by giving One month notice of its intention in advance to other Party, without assigning

any reason thereto However, it is agreed by both the parties to complete any ongoing batch so as to ensure successful completion of any ongoing batch which is running and in no case any of the participating students will suffer due to termination of this MOU.

(15) Arbitration Clause.: In the unlikely event of a dispute between the two parties, the same shall first be referred to mediation and thereafter to arbitration by a sole arbitrator selected /agreed mutually. The arbitration shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The Language of the Arbitration shall be English. Place of Arbitration shall be Mumbai.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For Kohinoor Business School

Signature: _____

Name: **Monica Eyles**

Title: Sr. Manager Admin & HR

Date: 4th day of July, 2017

For M/s. Abhijit Nag Consulting

Signature: _____

Name: **Abhijit Nag Consulting**

Title: Sole Proprietor

Date: 4th day of July, 2017