



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP87036828799733T  
Certificate Issued Date : 17-Jun-2021 03:21 PM  
Account Reference : NEWIMPACC (SV)/ up14008804/ GREATER NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1400880461938899704989T  
Purchased by : BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY  
Second Party : RETAILERS ASSOCIATION OF INDIA  
Stamp Duty Paid By : BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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*Signature*

AGREEMENT

*Signature*

This AGREEMENT is executed on the **June 01, 2021** between **RETAILERS ASSOCIATION OF INDIA**, a not for profit organization, being the unified voice of Indian retailers aims at uplifting the standards of overall retailing in the country . Registered under section 8 of the Companies Act 2013, Having its registered office at 111/112 Ascot Centre, Sahar Road, Sahar, Andheri

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shoestamp.com](http://www.shoestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(East), Mumbai 400 099, represented herein by **Mr. Gautam Jain, Director, Finance and Advocacy** (hereinafter referred to as "RAI" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART.

AND

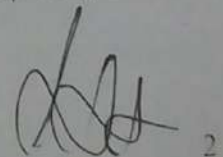
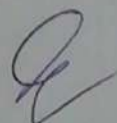
**Birla Institute of Management Technology**, having its campus and office at 5, Knowledge Park II, Greater Noida, U.P. (hereinafter referred to as the "Bimtech" through its Registrar/ Director which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Each of the parties hereto is referred to individually as "**Party**" and collectively as "**Parties**."

**WHEREAS** Retailers Association of India (RAI) is the unified voice of Indian retailers. RAI is working with all their stakeholders for creating the correct environment for the growth of the modern retail industry in India.

**WHEREAS** BIMTECH is a premier B School in India and is providing education and training in the field of Retail Management. The post graduate program in Retail Management i.e. PG Diploma in Retail Management is approved by All India Council for Technical Education (AICTE, Ministry of Human Resource Development, Government of India).

**Whereas** RAI agrees to work with BIMTECH for an annual tie-up as per term and condition mentioned herein under.



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NOW IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. DELIVERABLES OF RAI

The deliverables of RAI to BIMTECH under this Agreement shall be as under:

A. RAI will provide BIMTECH for the following:

I. Academic Membership valid till June 01, 2022. BIMTECH shall be entitled to all the benefits and privileges available to "Member" of RAI. As academic member BIMTECH is entitled for following

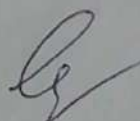
- a. Using RAI logo
- b. 1 complimentary pass each for RAI flagship events Retail Leadership Summit & Retechcon
- c. Attend workshop conducted by RAI at member's rate

II. As Annual Tie – up, RAI agrees to offer stall space 4sq mtrs and visibility to BIMTECH in its annual HR Conclave – Manning Modern Retail (MMR). BIMTECH logo will be included in event related promotion material including HTML, E- mailers and advertisements etc. RAI shall extend 2 complimentary pass to BIMTECH.

III. RAI will allow a minimum of -5- students from Bimtech to attend RAI Master class held virtually

IV. RAI to help connect students of BIMTECH with RAI member organizations for students' summer internship/ short term projects/ assistance for final placement etc. RAI to focus on generating fresh leads from industry to visit the campus for placement support

V. RAI shall assist BIMTECH in organizing events, by approaching its vast member database to be a part of these events. RAI to arrange

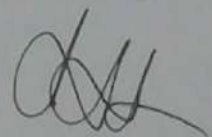
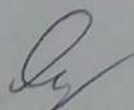


speakers /Panelist and audience based on their availability for Event conducted/ organized by BIMTECH. (refer to annexure attached)

- VI. RAI shall identify and connect industry experts to BIMTECH for guest sessions including a session by an IT professional from retail service providers

## II. TERM AND TERMINATION

- i. This agreement shall be in force for a period of (1) One year from **June 1, 2021**, unless terminated by giving 45 days' notice in advance by either Party or giving 45 days of consideration amount on pro rata basis of the amount already paid by BIMTECH to RAI at the time of execution of this agreement, in lieu of notice period, without assigning any reason. The Agreement may be extended further subject to mutual written consent.
- ii. Either party may terminate this Agreement by given prior notice of 15 days in case the other Party is found to be in material or persistent breach (where breach is capable of being remedied and has not been remedied) of the terms hereof. If the Agreement is terminated due to the breach of RAI and it has not be cured that prorated amount shall be refunded to Bimtech.
- iii. Termination of this Agreement shall not affect any student's internship/ training etc. which may be in progress (at the time of termination) or student's placement process which may have been initiated (prior to or on the date of effective termination) under this Agreement.



### III. CONSIDERATION

BIMTECH shall pay Rs.2, 00,000.00 (INR Two Lakhs only) plus 18 % GST to RAI at the time of signing the agreement under the scope of this Agreement as consideration. Payment by Bimtech shall be made against a proper invoice submitted by RAI.

### IV. FORCE MAJEURE

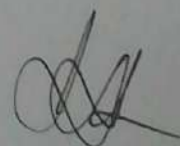
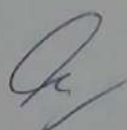
Neither party shall be liable for any failure to perform any of its obligations under this Agreement if the provision of its obligations herein is, hindered, and or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other Party / Parties of the occurrence of a Force Majeure Event and shall consult together to find mutually acceptable solution. For the purposes of this clause "Force Majeure" includes any event due to any cause beyond reasonable control of the concerned party including but not limited to, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, Pandemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, act of Gods, actions of the Government/Judicial/Local Authority.

### V. GOVERNING LAW AND COURT JURISDICTION

This Agreement shall be governed by the laws of India and the courts at Central District, Delhi shall have exclusive jurisdiction in respect of all disputes/differences arising hereof.

### VI. DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement amicably through negotiations. In case dispute remain unresolved, any of the party can invoke jurisdiction of Central District, Delhi courts for redressal of its grievances.

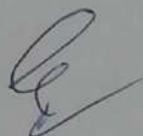


## VII. INDEMNITY

Each party agrees to indemnify and hold harmless the other Party against any risks, costs, losses, claims, charges, taxes, due or other amounts that the other party may be Subjected to as a consequence of breach/non-compliance of terms of this Agreement and/or applicable law by the non-affected party and/or willful misconduct and negligence of non-affected party.

## VIII. GENERAL

- i. The right of either party under this Agreement shall not be transferable or assignable either in whole or in part.
- ii. Either party agrees that it shall not, without written consent of other party, use other Party's name, the logo or any of its marks or intellectual property rights in connection with its business or in any advertising or promotional materials or activities, in a website, in a press release or in any other communications, or services, materials or products provided to third parties, except to the limited extent agreed hereinabove.
- iii. RAI shall nominate an official as its contact person/authorized representative for BIMTECH. Similarly, BIMTECH shall nominate an official as its contact person for RAI.
- iv. RAI and each of its agents, employees and subcontractors working or involved in providing the services to the Bimtech in accordance with the terms of this Agreement hereby undertake to comply with the Bimtech applicable Code of Conduct and Ethics for suppliers, a copy of which is attached as Annexure A to this Agreement.





Event Schedule for the year 2021

Sr. No.	Event	Proposed Dates (to be filled by Bimtech)	RAI support for the events
1.	Academic Advisory, Greater Noida (Course Revision)		Invite 10 industry experts
2.	Individual Seminar on topic related to retail		Invite 5 panelist
3.	Retail Summit		Invite 5 panelist
4.	Individual Seminar on IT		Invite 2 panelist

