



सत्यमेव जयते

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 Unique Doc. Reference : SUBIN-DL74090325483994100728U  
 Purchased by : USHA INTERNATIONAL LIMITED  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : USHA INTERNATIONAL LIMITED  
 Second Party : Not Applicable  
 Stamp Duty Paid By : USHA INTERNATIONAL LIMITED  
 Stamp Duty Amount(Rs.) : 50  
 (Fifty only)



Please write or type below this line

AGREEMENT

This AGREEMENT is made on 2<sup>nd</sup> day of December 2022 ("Execution Date")

BY AND BETWEEN

Usha International Limited, a company incorporated in India under the Companies Act, 1913 validly existing under Companies Act, 2013 having its registered office at Surya Kiran Building, 19, Kasturba Gandhi Marg, New Delhi – 110 001 and Corporate Office at Plot No.15, Sector 32, Institutional Area, Gurgaon 122001 (hereinafter referred to as "UIL" which expression shall

Statutory Alert

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*[Signature]*  
 HEAD  
 Department of Social Work  
 Jammu & Kashmir

wherever the context so admits include their successors, receivers, administrators, and permitted assigns);

AND

Department of Social Work, University of Kashmir, a University registered under the Kashmir and Jammu Universities Act 1969 having its registered office Department of Social work - UNIVERSITY OF KASHMIR HAZRATBAL, having PAN AAALU0231D (hereinafter referred to as "DOSW-UOK") which expression shall where the context so admits includes its successors, receivers, administrators and permitted assigns);

UIL and DOSW-UOK thau ices shall hereinafter collectively be called "Parties" and where either one of these is referred, as UIL and DOSW-UOK respectively;

WHEREAS

- A. DOSW-UOK has represented to USHA that it places itself in the forefront of the struggle for development.
- B. UIL has represented to DOSW-UOK that it is desirous of monitoring the progress of USHA Classical Silai Schools (defined hereinbelow) and USHA Satellite Silai Schools (defined hereinbelow) (hereinafter collectively referred to as "Usha Silai Schools") with the aim of ensuring proper functioning and maintenance of the Usha Silai School.
- C. DOSW-UOK has represented to UIL that it is well known for its knowledge, skill set, expertise, experience and capacity to monitor the functioning of the Usha Silai School and is willing to make use of its strong community linkages for the purpose of monitoring the Usha Silai School.
- D. DOSW-UOK has offered UIL its services for providing monitoring and supportive supervision of the operational Usha Silai Schools with effect from 1<sup>st</sup> April 2022 till 31<sup>st</sup> March 2025 in the villages attached as Annexure A1 and Annexure B1 of the Agreement, respectively.
- E. The list of USHA Classical Silai Schools and USHA Satellite Silai Schools opened with effect from 1<sup>st</sup> April 2013 till the 31<sup>st</sup> March 2022, in the said villages is attached as Annexure A2 and Annexure B2 of the Agreement, respectively.
- F. Each Party agrees to do all acts including obtaining valid GSTIN, providing invoices or other documentation (such as e-waybill, transporter copy of invoice, etc.) in such form and manner as may be prescribed under the Goods and Service Tax ("GST") laws that may be necessary to enable or assist UIL to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under the Agreement or in respect of any services rendered under the Agreement. Each party shall reconcile their documents related to GST and try to resolve discrepancy, if any, arising on account of matching of input credits with outward supply information.

Now, therefore, the Parties agree hereinafter as follows:

1. DEFINITIONS:



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HEAD  
Department of Social Work  
University of Kashmir



- a) "Equipment" shall mean UIL's sewing machine and its service manual in the vernacular language, syllabus in the vernacular language, attendance register, signage, certificate(s) and the training material provided by UIL.
- b) "USHA Classical Silai School" shall mean a USHA Silai School in which the women are imparted basic sewing and stitching training covering assembling, handling and troubleshooting of the UIL's sewing machine, amongst other skills viz., drafting, pattern making and garment construction.
- c) "USHA Satellite Silai School" shall mean a USHA Silai School to be opened by Women Entrepreneur after receiving a certification from UIL for the completion of the a refresher training imparted by a UIL master trainer which shall give an orientation on the content of Silai School program, their role as a Silai School teacher and sustainability thereof.
- d) "USHA Silai School/s" shall mean a school for teaching girls and women in a village to sew. The said school shall be operated and maintained by a Woman Entrepreneur using UIL's sewing machine(s).
- e) "Usha Silai School Project" shall mean the setting up of USHA Silai Schools in villages all over India teaching, how to sew using USHA sewing machines.
- f) "Woman Entrepreneur" is the woman responsible for operation and maintenance of the Usha Silai Schools and is willing to teach other women of the village to sew. It is specifically agreed and understood that the Woman Entrepreneur is an independent person and nothing in the Agreement shall be construed to give rise to any employer-employee relationship between UIL, DOSW-UOK and her.

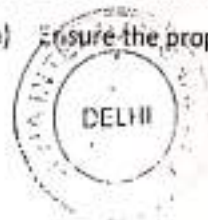
## 2. SCOPE OF SERVICES

- 2.1 Provide monitoring and supportive supervision of Usha Silai Schools in villages all over India to ensure smooth functioning of the Usha Silai Schools.
- 2.2 Usha Silai School Project is being implemented with the support of a partner NGO who play a very vital role in the launch of the Usha Silai Schools, their establishment, smooth running and making them sustainable. The Usha Silai Schools need intensive handholding support for the initial years which decreases with the maturity of the schools.
- 2.3 The Usha Silai Schools which opened with effect from financial year 2011-12 till the financial year 2018-19 being established, do not require intensive handholding support. However, DOSW-UOK shall submit a management information system (MIS) data once a year, in relation to the progress of Usha Silai Schools, without any consideration being payable by UIL to it.

## 3. ROLES OF PARTIES

- 3.1 DOSW-UOK shall perform the following activities:

- a) Ensure the proper functioning and maintenance of the Usha Silai Schools.



*Amir*  
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 HEAD  
 Dept of Social  
 University of Delhi


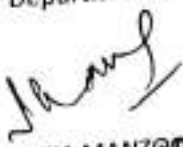
12.8

**Entire Agreement:** The Agreement, including all Exhibits, Attachments, and any Request for Goods issued hereunder, constitutes the entire agreement between the Parties in connection with the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled or superseded and shall not affect or modify any of the terms or obligations set forth in this Contract, except as the same may be made part of this Contract in accordance with its terms. No oral or written modification, amendment, rescission, waiver or other change of this Contract or any of its terms or provisions shall be validly or legally binding on the Parties, unless made in writing, and duly executed by or on behalf of both Parties, including without limitation, any purported modification, amendment, rescission, waiver or other changes of this Clause itself.

12.9

**Conflicting Terms:** In the event of a conflict or inconsistency between the terms and conditions of the Agreement and any other document, including DOSW-UOK's terms of sale, invoices, or preprinted terms on a Request for Goods, the Exhibits listed herein, or any additional terms contained in any of the foregoing documents, the terms and conditions of the Agreement shall prevail.

THE PARTIES HERETO HAVE CAUSED THE AGREEMENT TO BE DULY EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES THE DATE AND YEAR FIRST ABOVE WRITTEN:

<p>For Usha International Limited</p>  <p>(Vinod Mahajan) Authorized Signatory</p>	<p>For Department of Social Work-UOK</p>  <p>Dr. SHAZIA MANZOOR HEAD Authorized Signatory Department of Social Work University of Kashmir</p>
<p>Witness 1: <i>Owais Rashid</i> <i>S/o Haji Ab Rashid</i> <i>R/o B.K.D. Rainawari Srinagar</i></p>	<p>Witness 2: <i>Haji Ahmad Baba</i> <i>S/o Haji Narsi Baba</i> <i>R/o Buzhat Kanipora Budgam</i></p>

  
HEAD  
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