



**MEMORANDUM OF UNDERSTANDING (MOU)**

by and between

**Department of Industries & Commerce, Government of Rajasthan Acting through Mr. Umardeen Khan, District Collector & Magistrate, Jhunjhunu.**

And

**SHRI JAGDISH PRASAD JHABARMAL TIBREWALA UNIVERSITY having its Registered office at Village- Chudela, Tehsil- Mandawa, Dist. Jhunjhunu represented by Dr. Bal Kishna Tibrewala, President.**





## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is Signed at Hotel Bagar Inn, Bagar On Monday, January 10, 2022.

### BETWEEN

The Government of Rajasthan representing through its authorized signatory Mr. Umardeen Khan, District Collector & Magistrate, Jhunjhunu (hereinafter referred to as "State", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include successors, representatives and permitted assignees) of the **FIRST PARTY**;

### AND

SHRI JAGDISH PRASAD JHABARMAL TIBREWALA UNIVERSITY, having its registered office at, Village- Chudela, Tehsil- Mandawa, Dist. Jhunjhunu represented by Dr. Bal Kishna Tibrewala, President (hereinafter called "Investor", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors, executors, administrators, representatives and permitted assignees) of the **SECOND PARTY**; The State and the Investor shall hereinafter be collectively referred to as the "**The Parties**" and individually be referred to as "**The Party**".

### WHEREAS:

1. The Investor is inter alia in the development of of Medical City (Medical College, Agriculture College, AYUSH Courses). The investor has planned the investment of about **Rs. 70 crores**.
2. SHRI JAGDISH PRASAD JHABARMAL TIBREWALA UNIVERSITY has planned to develop on land area 90 Acre at , Village- Chudela, Tehsil- Mandawa, Dist. Jhunjhunu.
3. The investments in the Project which will accelerate the physical and social developments of the State and generating employment and other spin off benefits to its economy.
4. The State and the Investor have arrived at an understanding to facilitate the implementation of the Project in the State of Rajasthan.



**NOW, THEREFORE, THIS MOU WITNESSES, AND THE PARTIES HERE TO AGREE AS FOLLOWS:**

**ARTICLE 1- PROPOSALS OF THE INVESTOR**

1.1 Based on the understanding reached between the parties for the Project of the Investor to be set up in the State of Rajasthan, the Second Party:

- (a) agrees to implement the Project with the investment of about **Rs. 70 Crores.**;
- (b) Intends to implement the Project within a period of **2 Years** from the date of signing this MOU.
- (c) The Second Party expects to generate direct / indirect employment to **1000 Persons** through the project.

1.2 The Second Party while implementing the Project has undertaken or shall undertake to comply with all necessary / statutory requirements / clearances in respect of prevailing Laws, Regulations, and procedures governing establishment and operation of the Project form Government of India & the Government of Rajasthan.

**ARTICLE 2 - SUPPORT OFFERED BY STATE GOVERNEMENT**

- 2.1 The State will extend incentives permissible under various Policies of the State Government to the said Project.
- 2.2 The State Government will extend all assistance for getting statutory clearances and/or permissions required under existing Laws (as amended from time to time).
- 2.3 The State will facilitate the Project investor in getting support for necessary infrastructure facilities.
- 2.4 The State will facilitate smooth implementation of the 'Project' through 'One Stop Shop' / 'Single Window Clearance System' or from concerned Local Authority/Department.

**ARTICLE 3- GENERAL PROVISIONS**

3.1 The Investor assures the State that he/she shall make every reasonable effort to implement the project in the manner envisaged in this MOU. However, if due to unforeseen events and circumstances, whether within or outside India,



it is no longer prudent or advisable or permissible for the Investor to proceed with the establishment and / or operation of the Project, then the Investor in their sole discretion could discontinue the project. However, in the event of non-implementation of the Project or non-compliance of the undertaking given by the Investor, the corresponding support / commitment given by the Government indicated in the MOU shall be deemed to be withdrawn and subsequently processed as per norms.

3.2 This MOU cannot be amended except in writing and under signature of both Parties, such document making specific mention that its purpose to amend this Agreement.

#### **ARTICLE 4- TERMS AND TERMINATION**

This MOU shall be effective from date of its execution and shall remain valid for a period of 2 years or continue in force up-to completion of the project, whichever is earlier, unless a notice of termination is given by either party as per Article 5 hereunder. The Government of Rajasthan may, after considering the progress made for implementation of the project, extend the term of the MoU for such further period as may be mutually agreed upon between the parties.

#### **ARTICLE 5 - NOTICE**

Any notice required by this MOU shall be in writing, shall specifically refer to this Agreement and shall be sent either by hand, registered or first-class certified mail, global carrier service or courier, all post prepaid and return receipt requested, addressed to each Party at the following address, unless subsequently changed by written notice to the other Party.

For the State : **Government of Rajasthan through  
Mr. Umardeen Khan  
District Collector & Magistrate, Jhunjhunu**

For Investor : **SHRI JAGDISH PRASAD JHABARMAL TIBREWALA  
UNIVERSITY  
Dr. Bal Kishna Tibrewala  
Village- Chudela, Tehsil- Mandawa, Dist. Jhunjhunu**

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Any notices required under this Agreement shall be effective when delivered.

**ARTICLE 6- GOVERNING LAW AND RESOLUTION OF DISPUTE**


6.1 This MOU shall be construed, governed, and implemented in accordance with the laws applicable in India.


6.2 The Parties agree to use their best efforts to negotiate in good faith and settle amicably any dispute that may arise or relate to this MOU or a breach thereof. If such dispute, doubt, or question, arising out of or in respect of this MoU or the subject matter thereof, cannot be settled amicably through ordinary negotiations by the Parties, the same will be decided by Arbitration in terms of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Jaipur (Rajasthan).

**IN WITNESS WHEREOF** the parties hereto have put their hands at Hotel Bagar Inn, Bagar, Jhunjhunu on this day and date herein above mentioned.

**For and behalf of  
the Government of Rajasthan**

**For and on Behalf of  
SHRI JAGDISH PRASAD JHABARMAL  
TIBREWALA UNIVERSITY**

  
**(Umardeen Khan)  
District Collector &  
Magistrate, Jhunjhunu**

  
**(Dr. Bal Kishna Tibrewala)  
President  
SHRI JAGDISH PRASAD JHABARMAL  
TIBREWALA UNIVERSITY**