

# Memorandum of Understanding

Between



Bangalore Metro Rail Corporation,  
BMTCL Complex, KH Road, Shantivanagar,  
Bangalore 560 027

And



Karnataka Khadi Gramodyog Samyukta Sangh  
Bengeri, Hubli- 580 023, Karnataka

5<sup>th</sup> October 2011

**Memorandum of Understanding between BMRCL, Bangalore and Karnataka Khadi Gramodyog Samyukta Sangh Bengeri, Hubli- 580 023, Karnataka for setting up "National Flag Kiosk" at Mahatma Gandhi Road Metro Rail Station**

This Memorandum of Understanding is between:

- (i) Bangalore Metro Rail Corporation Limited (BMRCL), a company jointly owned by Government of India and Government of Karnataka having its registered office at 3<sup>rd</sup> Floor, BMTC Complex, KH Road, Shantinagar, Bangalore 560027,

and

- (ii) Karnataka Khadi Gramodyog Samyukta Sangh Bengeri, Hubli- 580 023, Karnataka acting through its Secretary, Shri V.T. Huded,

and

- (iii) Whereas, BMRCL has constructed Metro Rail Station at the BMRCL has constructed Metro Rail Station at the Mahatma Gandhi Road and has appropriately named the station as "Mahatma Gandhi Road Station" to commemorate the father of the nation.

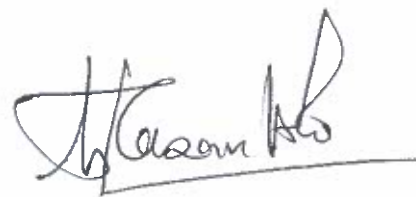
and

- (iv) **Karnataka Khadi Gramodyog Samyukta Sangh** has been set up in order to boost the **khadi** and other traditional village industry in the country and the only authorized manufactures of the National Flag in the country, still preserves a very 'pre-independence' aura; something that makes one re-live that politically charged atmosphere of the pre-independence era and feel some of that old patriotism when one walk into the store and set their eyes on the Khadi flags and Gandhi's very own 'charkha'.

and

- (v) Whereas, Karnataka Khadi Gramodyog Samyukta Sangh had requested BMRCL some space within the MG Road Station to set up "National Flag Kiosk" to sell and display National Flag of different sizes,

and



**U.A. VASANTH RAO**  
General Manager (Finance)  
Bangalore Metro Rail Corporation  
3rd Floor, BMTC Complex, K.H. Road  
Santhinagar, Bangalore - 560027

(vi) Whereas, when commuters set their eyes on the Khadi flags and Gandhi's very own 'charkha' to the commuters which bring to life the very 'pre-independence' aura and patriotism

and

(vii) Whereas, BMRCL recognizing the well intension of the Secretary, of Karnataka Khadi Gramodyog Samyukta Sangh to set up "**National Flag Kiosk**" has agreed to offer space free of any rent to set up the said Kiosk within the station premises,

and

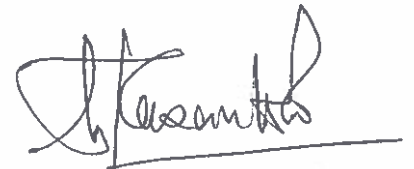
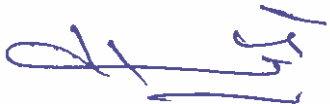
(viii) Whereas, in this context BMRCL and Karnataka Khadi Gramodyog Samyukta Sangh deem it necessary and expedient to record their understandings, obligations and covenants in the form of this memorandum of understanding, now hereby it is agreed as follows:-

#### 1. Setting up of "**National Flag Kiosk**"

Karnataka Khadi Gramodyog Samyukta Sangh (herein after called KKGSS) shall be permitted to construct, operate and maintain the National Flag Kiosk in accordance with the plan approved by BMRCL for the construction in the designated space. Copy of the approved plan shall always remain with KKGSS. After the construction is completed, an as built plan will be submitted. After the as built plan is submitted, and approved by BMRCL, the KKGSS can commence their commercial operation. The KKGSS shall sell National Flag to commuters without any distinctions of creed, caste, race or nationality.

#### 2. BMRCL Obligations:

- (i) BMRCL has identified space more fully described in the schedule to this MOU, for the construction of the "**National Flag Kiosk**".
- (ii) BMRCL shall permit the KKGSS to affix their logo as permitted in the approved plan only.
- (iii) The schedule space is located in a prominent location visible to the commuters. However, if need be, a signage, informing commuters of the location of the National Flag Kiosk can also be considered.



**U.A. VASANTH RAO**  
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### 3. KKGSS's obligations:

- (i) The KKGSS shall provide and install at their cost the Kiosk in accordance of the plan approved by BMRCL and there should be no deviation form the approved plan. As built plan will also be submitted after the construction.
- (ii) The Kiosk shall be constructed in all respect within 8 weeks from the date of signing the MoU. All construction activity shall be carried out after the closure of train service.
- (iii) While the space is provided rent free, the cost of electricity shall be borne by the KKGSS and shall be paid within the due date regularly.
- (iv) For the purpose of energy consumption, BMRCL will permit a separate energy meter at the cost of the KKGSS and shall be paid within the due date regularly.
- (v) Property Tax for the space let, if applicable shall be paid by the KKGSS.
- (vi) The KKGSS shall employ their staff to sell the National Flag. The staff employed by them shall be courteous and friendly with the commuters.
- (vii) The KKGSS shall notify in writing to the General Manager (Operations) Reach I the names of the persons who are deputed to work at the Kiosk The said staff have to be provided with uniform by the KKGSS and shall also have their identify card with them at all times.
- (viii) The KKGSS shall arrange to regularly clean and maintain the Center.
- (ix) No edible or brewages shall be sold, stored or distributed.

### 4. Ownership of the equipment:

- (i) The ownership of the space shall always remain with the BMRCL. There is no tenancy right given under this MOU. The MOU is only to permit the KKGSS to carry on the activity of selling National Flag and at the end of the termination of this MOU, the KKGSS shall vacate the premises, unless the period is extended by mutual consent.
- (ii) Upon termination of this MOU, either by efflux of time or for any other reason, the constructed portion of the Kiosk shall not be dismantled but shall be deemed transferred to BMRCL free of any charges. The KKGSS has the right to remove and take back all moveable items like furniture and bookcase etc. from the premises.
- (iii) The KKGSS shall with prior permission of the General Manager (Operations) have the right to remove any movable items and replace with any suitable items at any time without inconveniencing the BMRCL authorities or the commuters.



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- (iv) The KKGSS assumes full responsibility for the security of their kiosk and for any loss, destruction, or damage, theft, arson, riots etc and hence shall obtain sufficient insurance cover. BMRCL shall not be responsible for any loss whatsoever incurred by the KKGSS and by signing this MOU shall have deemed to indemnify BMRCL against any loss whatsoever.
- (v) The Kiosk shall function as per the notified timings of the KKGSS and during such timings the KKGSS shall ensure that the staffs are present at the Kiosk. If the Kiosk is closed continuously for 7 days without any intimation or is found non-functional or frequent complaints from commuters or carrying out activities that are not permitted, BMRCL reserves the right to issue notice for termination of the MOU.
- (vi) The KKGSS shall be responsible for and shall pay all central and State taxes and duty and city corporation license fees and other taxes, license or fee that may be imposed.
- (vii) If the location for the National Flag Kiosk installed is found not suitable subsequently, BMRCL reserves right to shift the Kiosk to a different location within the station premises and the KKGSS shall have not objections for the same. However the cost of construction at the different location shall be borne by BMRCL.

**5. Use of the designated space;**

The KKGSS shall use the space allotted only exclusively for the sale of National Flag and not for any other activity.

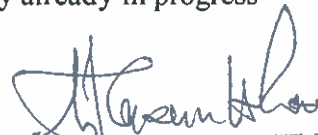
**6. Duration of the MOU:**

This Memorandum of Understanding is signed for an initial period of three [3] years and may be renewed by mutual agreement between the Parties. The terms and conditions for the extended period may vary from the present terms and conditions of this MOU.

BMRCL reserves right to modify the terms of this MoU after duly intimating KKGSS.

**7. Termination clause**

Each Party shall have the right to terminate the Memorandum of Understanding by giving 3 [three] months' written notice in writing to the other Party at any time. If either Party terminates the Memorandum of Understanding, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress



**U.A. VASANTH RAO**  
General Manager (Finance)  
Bangalore Metro Rail Corporation  
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**8. Entire Agreement:**

This MOU shall contain the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter thereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this MOU.

**9. Contact points**

The Contact for communications shall be between the General Manager (Operations) Reach I BMRCL and Secretary of KKGSS. Any notice given under this MOU to either of the parties may be effected by: (i) email or, (ii) facsimile.

**10. Amendment**

This Memorandum represents the entire understanding of both parties with respect to this arrangement. Any modification of this Memorandum must be in writing and signed by both the parties.

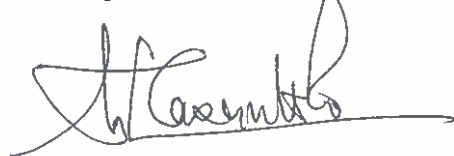
"IN WITNESS WHEREOF the undersigned, Sri.U.A.Vasanth Rao, General Manager (Finance), Bangalore Metro Rail Corporation and Sri.V.T.Huded, Secretary of KKGSS have signed the present Memorandum of Understanding in English in two originals, at Bangalore this 5<sup>th</sup> day of October 2011.

*For Karnataka Khadi Gramodyog  
Samyukta Sangh Bengeri, Hubli-23*



(V.T.Huded)

*For Bangalore Metro Rail Corporation*



(U.A.Vasanth Rao)

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