

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU), arrived at on this day of February, 2025, is between:

The **Andhra Pradesh Handicrafts Development Corporation Limited** (hereinafter referred to as 'APHDC Ltd.' in this MoU), a Government of Andhra Pradesh undertaking with headquarters at D.No.14-20-5, 1st Floor, Lepakshi Building, Gandhi Nagar, Vijayawada - 520003, incorporated in 1981, represented in this MoU by the Vice Chairman & Managing Director.

And

The **School of Planning and Architecture, Vijayawada** (hereinafter referred to as 'SPAV' in this MoU), a Centrally Funded Technical Institution for imparting planning and architecture education in addition to high-quality research in these areas, established by the Ministry of Education, Government of India, having its campus at Survey No.4/4, ITI Road, Vijayawada-520008, Andhra Pradesh, India, represented in this MoU by the Director, SPAV.

After detailed deliberations, it is mutually understood between APHDC Ltd. and SPAV that, SPAV will undertake/provide interior design with 3D layouts to display handicrafts and handlooms in Lepakshi Handicrafts Emporium, and also submit detailed BOQ including interiors, civil, water supply and sanitary, electrical, air-conditioning, networking, public addressing system, and firefighting system works for the specific renovation/repair works in Lepakshi Handicrafts Emporiums as desired.

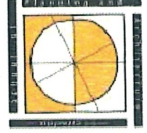
SPAV is currently the leading government planning and architecture institute and undertakes research, advisory, and advocacy assignments in India in the field of planning and design. This MoU shall ensure that APHDC Ltd. and SPAV collaborate on the works as mentioned above and listed in detail below.

### Overall Vision for the Collaboration

To create and envision emporiums as spaces that not only showcase Andhra Pradesh's exceptional handicrafts but also embody the architectural beauty and cultural richness of the state. We aim to establish a unified design language for our stores that highlights Andhra's heritage while aligning with modern retail standards. Each emporium should offer a captivating experience, with thoughtfully curated spaces that showcase the artistry and stories behind each craft.

V.C. & Managing Director  
A.P. Handicrafts Devpt. Corpn. Ltd.  
Vijayawada.

Prof. Dr. S. RAMESH  
निदेशक / DIRECTOR  
योजना तथा वास्तुकला विद्यालय, विजयवाड़ा  
राष्ट्रीय महत्व का एक संस्थान, शिक्षा मंत्रालय, भारत सरकार  
School of Planning and Architecture, Vijayawada.  
An Institute of National Importance,  
Ministry of Education, Government of India.



As both parties are desirous of entering into an MOU for mutual benefit and advantage, both parties hereto have identified the following areas of collaboration and agreed to cooperate fully:

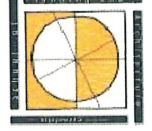
- i. **Conceptualization and Thematic Design:** Developing a cohesive design language that incorporates Andhra Pradesh's architectural motifs, a warm color palette, and material choices reflecting our cultural heritage. Adapting existing, ongoing and future projects to reflect the cohesive design language.
- ii. **Product Placement and Spatial Layouts:** Optimizing layouts to enhance product visibility and accessibility while integrating thematic zones that resonate with customers. Reorganization of existing emporiums with optimal spatial layout and minimal renovations where necessary.
- iii. **Documentation and Execution Support:** Preparation of BOQs, working drawings, and other technical documents. Site supervision support will also be required to ensure design fidelity and quality control.
- iv. **Branding and Prototyping:** Establishing guidelines for a consistent brand identity that can be applied to existing and future emporiums, covering interiors, exteriors, lighting, signage, and display systems.
- v. **Planning and Design:** Full-scale designs and layouts for new projects/emporiums, major renovation of existing emporiums where deemed necessary, and spatial reorganization and minor renovations of existing emporiums as per requirement.
- vi. **Souvenir Development:** Design and development of high quality souvenirs that reflect the culture of Andhra Pradesh.
- vi. Any other requirements as per the procedures and mutual agreement.

For taking forward constructively the objectives of the MoU, a working group is to be formulated with members from SPAV and APHDC Ltd., as decided mutually within 14 days of signing the MoU. Expenditure to be incurred for performing the objectives of MoU shall be on mutual agreement. The MoU may be amended/revised through consent of both parties on the aspects which can further strengthen the performance of the objectives of the MoU. The MoU may also be terminated through intimation by any party with prior notice and through the consent of both parties.

V.C. Managing Director  
A.P. Handicrafts Devpt. Corpn. Ltd.  
Vijayawada.

Prof. Dr. S. RAMESH  
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योजना तथा वास्तुकला विद्यालय, विजयवाड़ा  
राष्ट्रीय महत्व का एक संस्थान, शिक्षा मंत्रालय, भारत सरकार  
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This MOU is subject to the approval of the respective governing council of the parties hereto and subject to such changes as may be desired. This MoU is agreed upon for a period of 2 years from the date of signing, after which both parties may mutually decide to extend and/or revise the areas of cooperation, and the applicable jurisdiction being.

**The broad Remunerative Guidelines for SPAV from the APHDC end would be as follows:**

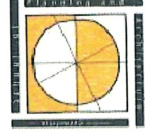
- a. For interior designs / renovations of Lepakshi Handicraft Emporiums, remuneration shall be capped at 2.5% of the total project cost (plus GST and other applicable taxes), excluding additional travel and accommodation expenses, in accordance with the Council of Architecture's guidelines.
- b. For new buildings design and consultancy services, SPAV is required to match the rates offered by the lowest qualified bidder and other terms and conditions.
- c. For projects involving minor interventions, in existing Lepakshi stores/buildings or the design of mementos and souvenirs, remuneration will be based on mutually agreed lump-sum payments (plus GST and other applicable taxes), decided on a case-by-case basis.

**Legal Jurisdiction and Arbitration Clause:**

- a. The place where this MoU is implemented / executed, it is mutually undertaken and agreed by and between the parties mentioned above, that this MoU shall be deemed to have been entered by the parties concerned at Vijayawada, hence the Territorial Court Jurisdiction shall be at Vijayawada. The Court at Vijayawada alone has a Jurisdiction to resolve if any dispute arises between the both the parties as per the MoU.
- b. Any notice or communication or letter addressed to the addresses of either party mentioned in this MoU is deemed to be sufficient notice for all purposes of this MoU.
- c. In case of any dispute or difference arising out of the terms of this MoU, the two parties should attempt to settle the dispute through mutual and amicable discussions. If the dispute is not settled through such discussions, the matter shall be referred<sup>1</sup> to the Arbitral Tribunal and the Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 (Act No. 26 of 1996) as amended from time to time, whose decision is final and binding on both parties.
- d. The parties hereby agree that no cause of action shall arise in their favour to approach the Hon'ble court, unless they have exhausted the remedy of arbitration.

V.C. & Managing Director  
A.P. Handicrafts Devpt. Corpn. Ltd.  
Vijayawada.

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### Termination:

This MoU can be terminated on happening of all or any of the following events;

- a) By mutual consent or
- b) By efflux of time or
- c) By a written notice of 30 days from One Party to another Party expressing its intention of termination of this MoU.
- d) In the event of termination: (i) all monetary obligations, if any, under this MoU shall be mutually settled within a period of one month / 30 days from the date of expiry/ termination of this MoU. (ii) However, termination of the MoU, would not absolve the Parties, their rights and obligations arising prior to the termination of the MoU or which may arise even after the termination of this MoU in respect of the transactions that took place prior to the termination.

In witness whereof, both parties have signed this agreement on 21<sup>st</sup> February, 2025.

**For School of Planning and Architecture, Vijayawada (SPAV)  
Under Ministry of Education, Govt of India**

**Prof. Dr. Ramesh Srikonda  
Director,  
School of Planning and Architecture  
Vijayawada**

Date and Seal:

**For Andhra Pradesh Handicrafts  
Development Corporation Limited,  
(A.P.Govt. Undertaking), Vijayawada**

**Vishwa M,  
VC & Managing Director  
Andhra Pradesh Handicrafts  
Development Corporation Ltd.,  
Vijayawada**

Date and Seal:

In Witness of:

1.

3.   
(P. Vasu)

2.

4.