

SHRIMANTA SHANKAR ACADEMY

Girijananda Chowdhury Building, Dr. J.C. Das Road

PANBAZAR, GUWAHATI - 781 001

E-mail : ssaguwahati@gmail.com

☎: 0361-2510760
0361-2637644
Fax : 0361-2639689

Date: 11/8/2010

To,
The Additional Chief Secretary
Government of Assam
Department of Higher (Technical) Education
Dispur, Guwahati: 06

DS, HE (Tech)

20/08

SUB: Submission of information on progress of Proposed Engineering College at Dekachuburi, Kundarbari, Tezpur under PPP mode between Shrimanta Shankar Academy and the Government of Assam under the aegis of Girijananda Chowdhury Institute of Management & Technology.

REF: Lease Agreement No: 2879 dated 30/12/2009

Sir,

With reference to the subject and lease agreement mentioned above we would like to state the following:-

- That the aforementioned lease agreement for the establishment of new engineering college at Dekarchuburi, Kundarbari, Tezpur under the PPP mode was executed on 30/12/2009 between the Government of Assam and us i.e Shrimanta Shankar Academy.
- As per clause no(b) of the Lease Agreement, we have paid a sum of Rs. 2 crores(Rupees 2 crores only) in the form of a Bank Guarantee Vide no 0441809BG0000382 dated 4.11.09 as an Earnest Money Deposit vide our letter No: SSA/GIMT-T/DTE/COR/09/02 dated 05.11.2009
- That is pursuant to the same various civil & developments works were taken up by us at the project site which was to a certain extent delayed due to the onset of the monsoon.
- That the said engineering college was proposed to be functional from the 2010-2011 academic session. Infact the All India Council for Technical Education (AICTE), New Delhi which is the Approval Body visited the site for inspection on 19.05.2010 verified all particulars at the site and passed on the details to the Scrutiny Committee at their Regional Head Office at Kolkata. We were called to Kolkata for a Scrutiny Committee Meeting on 18.06.2010

Cont.....

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However, upon deliberation the committee felt that we should commence the college only from the 2011-2012 academic sessions.

e) That in the meanwhile we also submitted an application to the Gauhati University for affiliation of the said college vide our letter No.SSA/GIMT-T/GU/10/07 dated: 13.06.2010. Infact, we even submitted the affiliation fees of Rs 5.00 lakhs (Rupees Five lakhs only) vide Demand Draft No.243611 dated-11.06.2010. The Gauhati University in turn has already agreed to carry out the inspection of the college site for the same.

In view of the above, we would like to inform you that we have already completed all civil works, development works of classrooms, laboratories, library, administrative buildings, workshop etc. for the said college and as per the instructions of AICTE we would be commencing the said college from the 2011-2012 academic session only. Further we will also be commencing the construction of 2 Nos. of minimum 50 seater hostels for both girls and boys at the college premises.

This is for your information.

Yours faithfully,



(Bijoyananda Chowdhury)

Secretary Shrimanta Sha. K. A. Academy
Panbazar, Guwahati

Copy to :-

1. The Director, Technical Education, Govt. of Assam, Kahilipara, Guwahati.

TEL NO:

FAX NO:

CABLE NO:

TELETYPE NO:

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P1/5

04/11/2009

STATE BANK OF INDIA
GUARANTY OF ALLIAN,
(AHEAD)
IAM

MR SIRS,

GUARANTEE NO: 0441809BG0000382
AMOUNT OF GUARANTEE: INR2,00,00,000.00
GUARANTEE COVER FROM: 04/11/2009 TO 03/05/2011
LAST DATE FOR LODGEMENT OF CLAIM: 03/05/2011

THIS GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA,
INSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE
AT MUMBAI AND AMONGST OTHER PLACES, A BRANCH AT
GUWAHATI
YOUR OFFICE, TECHNICAL EDUCATION
HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING
INR 2,00,00,000.00
ON BEHALF OF THE

THE REQUEST OF SHRIMANTA SHANKAR ACADEMY
THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 03/05/2011
IT CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS
GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 03/05/2011

REJECT AS AFORESAID

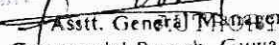
WITHOUT TAKING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICTED TO

THE GUARANTEE SHALL REMAIN IN FORCE UNTIL 03/05/2011. UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
SAID DATE ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RELIEVED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

For STATE BANK OF INDIA

For STATE BANK OF INDIA


Asstt. General Manager
Commercial Branch Guwahati


Asstt. General Manager
Commercial Branch Guwahati

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0441809BG0000382
Date: 04/11/2009

- B. The Lessee is required to give the Lessor a guarantee by a scheduled bank based in India in the sum of Rs. 2,00,000,00 only (Indian Rupees Two Crore only) as security for compliance with its obligations under the Lease Agreement during the Construction Period.
- C. The Guarantor has agreed to give the Lessor the abovementioned guarantee on the terms set out herein.

GUARANTEE

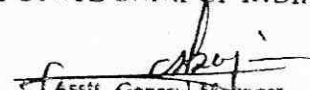
1. We, State Bank of India, Commercial Branch, (the "Guarantor") having registered under the laws of SBI Act, 1955 having head/registered office at Nariman Point, Mumbai and amongst other places, a branch at Bee Kay Tower Ganeshguri, Guwahati have agreed to give such guarantee as hereinafter mentioned, unconditionally guarantee to pay DTE upon first written demand and without any deduction any sum claimed by DTE up to a maximum of Rs.2,00,000,00 (Indian Rupees Two Crore only) (the "Guaranteed Sum") subject to the conditions set out below.
2. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from DTE, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to DTE.
3. The Guarantor waives any requirement that DTE demand any debt or payment from the Lessee before presenting it with a demand under this Guarantee.
2. DTE shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, in accordance with the Lease Agreement.
3. Such notification by DTE shall be conclusive and binding on the Guarantor.
4. Upon encashment and appropriation of the whole or any portion of the Guaranteed Sum by DTE in accordance with the Lease Agreement, the Lessee shall be obliged to ensure the replenishment of the existing Guarantee or provide fresh guarantee of the Guaranteed Sum through the Guarantor within the time provided in the Lease Agreement for the same.
6. No underlying dispute as between DTE and the Lessee nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to DTE by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guarantee.

For STATE BANK OF INDIA


Asstt. General Manager
Commercial Branch, Guwahati
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For STATE BANK OF INDIA


Asstt. General Manager
Commercial Branch, Guwahati

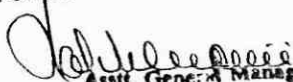
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7. This guarantee is valid and effective from its date. This guarantee and the Guarantor's obligations under it will terminate on the Commercial Operations Date of the Project as advised to the Guarantor in writing by DTE. However the Guarantee shall be released earlier by DTE to the Lessee, upon contribution of the Equity (excluding) Equity Support, if any by the Shareholders of the Lessee to the extent of 100% and upon the Lessee having expended on the Project and paid out an aggregate sum of not less than 20% of the Total Project cost as certified by the Statutory Auditors of the Lessee but provided the Lessee is not in breach of this Agreement or the Lease Agreement.
8. The Guarantor agrees that its obligation to pay any demand made by DTE before the termination of this Guarantee will continue until the amount demanded has been paid in full.
9. This Guarantee shall be valid and effective upto 03/05/2011 (Date of validity of the Bank Guarantee for Performance Security) for enabling DTE to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand, if the claim is lodged within the claim validity period and the obligation to pay is subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, Guarantor shall be obligated to pay compound interest at 2% above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided is no excuse for delayed payment or non-payment of the Guaranteed Sum.
10. No change in the constitution of the Lessee or of the Guarantor shall be a ground for release of the Guarantee and no variation in the Lease agreement made post selection of the bidder, or post making of the bid, shall constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
11. The Guarantor agrees that no change, addition to or other modifications to the terms of the Lease Agreement or to any documents which have or may be made between DTE and the Lessee will in any way release it from any liability under this Guarantee and that it waives any requirement for, notice of any such change, addition or modification.
12. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of DTE. DTE will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the

For STATE BANK OF INDIA


Asst. General Manager
Commercial Branch, Guwahati

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For STATE BANK OF INDIA


Asst. General Manager
Commercial Branch, Guwahati

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SIT-000-0382
Date 04/11/2009

Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.


13. All correspondence should be addressed and delivered to the office of DTE, i.e. Directorate of Technical Education, Govt. of Assam, Kahilipara, Guwahati-19 Assam.
14. This Guarantee binds the Guarantor, its successors and permitted assigns.
15. Notwithstanding anything mentioned above

- a) This guarantee shall be valid upto 02/05/2011.....
- b) Our liability against this guarantee is restricted to Rs. 2,00,000,00 (Rupees Two Crore only).
- c) Unless a claim in writing is lodged with us on or before 02/05/2011... all our liability under this guarantee shall stand discharged.

For STATE BANK OF INDIA


Asstt. General Manager
Commercial Branch, Guwahati
Lahlupuli
L-778

For STATE BANK OF INDIA


Asstt. General Manager
Commercial Branch, Guwahati
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LEASE AGREEMENT

30/12/09

This Agreement is made at Guwahati on this 30th day of December, 2009 (the Agreement')

Between

THE GOVERNOR OF THE STATE OF ASSAM through the Director, Department of Technical Education, represented by the Director of Technical Education, (hereinafter referred to as the "DTE" or "The Lessor" which expression shall, unless the context otherwise requires, include its successors and assigns) of the One Part;

AND

Shrimanta Shankar Academy, a Registered Society registered under the Societies Registration Act, 1986, having its registered office at G.N Chowdhury Building, Dr J C Das Road, Panbazaar, Guwahati - 01, represented by its Secretary, (hereinafter referred to as "The Lessee") which expression shall include, where the context so demands, its successors and assigns) of the Other Part;

"The Lessor" & "The Lessee" are individually referred to as "Party" and collectively as "Parties".

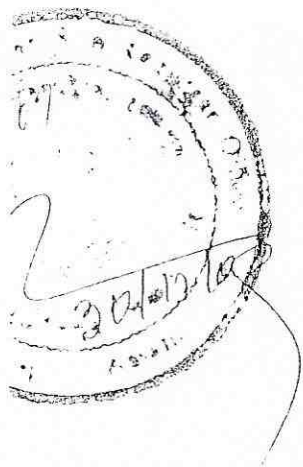
Secretary,

Shrimanta Shankar Academy,

Dr. J. C. Das Road,

GUWAHATI

36.11.09



SI No _____
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 Sign & Sign _____
 RIJU HOSSAIN
 Stamp Vendor
 Licence No. - KTS 62 200-07/423
 D. C. Court, Kamrup.

Presented for Registration of LIES
 on 30/12/09 at 199.00
 by Mr. Pradyut Kumar Goswami and others
 S.D. Dikroche DFE, Govt of Assam.
 Kāwāpāda Gūwahāti - 19.
 Dist. 30/12/09.
 St. Sub-Registrar, Tezpur

Bijayananda Choudhary

Law of Baria

Examination is Admitted by _____
 by the above of _____
 Sri Ram Chandra Bania Pradyut Kumar Goswami
 2nd Graduate Law Bania Dikroche, DFE, Govt.
 Kāwāpāda Gūwahāti - 19.
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The Department of Education is desirous of developing an Engineering College on the land parcel under its possession in Tezpur, Assam on a partnership basis with either a Registered Society / Trust / Central or State Govt Institutions / Government Aided Institutions, more particularly defined under Article 1.1 herein and hereinafter referred to as the 'Land' and marked as *Schedule "A"*.

DTE intends to lease out the identified land parcels to Shrimanta Shankar Academy for use as per the intended objective on a long term perpetual lease.

-) The Government had carried out a transparent bidding process in the month of October 08 and the Lessee had been selected through the said process.
- d) The Lessee, Shrimanta Shankar Academy with its registered office at Girijananda Choudhury Building, Dr J C Das Road, Panbazaar, Guwahati - 01 is a renowned Society involved in imparting quality education in both general and technical fields.
- (e) The Lessor has agreed to provide to the Lessee the Land free from all encumbrances, charges, mortgages, lien, court (litigation), attachments or any kind of charges.
- (f) The Lessee has paid the Lessor a sum of Rs. 2.0 crores (Rupees Two Crores only) as Earnest Money Deposit (EMD) vide Bank Guarantee no. 0441809BG0000382 dated 04.11.09. from State Bank of India, Commercial Branch, Guwahati in the prescribed format in favour of DTE, Assam. This EMD shall be maintained with DTE till the estimated date of completion of the project in entirety in all respects.
- (g) It has now been agreed to, by and between the Parties, hereto that the Lessor shall give and the Lessee shall take on lease the Land parcels delineated in red color boundary lines on the plan annexed hereto and marked as *Schedule "A"* on the terms and conditions and in the manner hereinafter provided.

NOW THIS Lease Agreement witnesseth and it is agreed by and between the Parties hereto as follows:

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Bijay Kumar Choudhury
Secretary
Shrimanta Shankar Academy
Dr J C Das Road, Panbazaar,
Guwahati - 01

ARTICLE - 1

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DEFINITIONS

- 1.1 'The Land Parcels' shall mean and include all the land and premises containing an area approximately 23 acres at Deka Chuburi and Kundabouri in Tezpur, Assam including the structures thereon along with the easement rights and marked as *Schedule "A"*.
- 1.2 'Project' shall mean development of an Engineering College under the aegis of "*Girijananda Chowdhury Institute of Management & Technology (GIMT) - Tezpur*" on the identified land parcel with all constructions required for the project and including but not limited to the furniture, fixtures and equipments, other related facilities installed or affixed and all additions, modifications, alterations and extensions thereto as may be affected by the Lessee from time to time, as per the approved norms of AICTE.
- 1.3 'Transfer' with its grammatical variations shall mean and include transfer of possession by way of 'Lease' of the Land for construction of the Engineering College.
- 1.4 'Force Majeure' shall have the meaning as set-out in Article 14.
- 1.5 "Date of Possession" means the date of handing over the possession of the Land by the Lessor to the Lessee. For all practical purposes, it would be the Date of this Lease Agreement, unless specified otherwise.
- 1.6 "Commencement of Operations of the Project" or "Commercial Opening Date (COD)" shall mean the date when the developed Engineering College and related facilities whether in full or part thereof are open for use by the "Lessee".
- 1.7 "Estimated Date of Completion (EDC)" shall mean the date on which the project is ready for use, i.e. 18 (Eighteen) months from the date of handing over of the possession of the land parcel to the Lessee
- 1.8 "Lease" shall have the meaning as set out in Article 2.
- 1.9 "Term" shall have the meaning set out in Article 5.

Signature
Secretary

Shrimanta Shankar Academy
 Dr. J. C. Das Road,
 GUWAHATI
 GUWAHATI

Pres. L. G. W. m.

ARTICLE - 2

GRANT OF LEASE

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ARTICLE - 3

DEVELOPMENT OF THE PROJECT

(DEVELOP, FINANCE, CONSTRUCT, OPERATE & MAINTAIN)

1. The Lessee shall develop the land parcel completed in accordance with the plans prepared by it and duly approved and sanctioned by the appropriate Development Authority and/or any other statutory Authority as may be required from time to time by the relevant statutes applicable to the context.
2. Be it mentioned here that while making the final drawing for setting up the Project the Lessee has to ensure adherence to the conditions of the local laws/ bye-laws as applicable.
- 3.3 The Lessor will give vacant uninterrupted & unobstructed possession of the land, free from all encumbrances, within 30 days of signing of this agreement to the Lessee.
- 3.4 Subject to Force Majeure, the Lessor fulfilling its obligations under this Agreement and the grant of all requisite approvals from the concerned authorities, the Lessee shall, as soon as possible and not later than 90 days of execution of this Agreement start development of the Project and shall take all necessary steps to commence operations within Eighteen (18) months of the handover of the land to the Lessee.
- 3.5 The Lessor shall authorize, grant or cause to grant the Lessee such permissions, consents, no objections etc. as may be required and as may be within its rightful authority to develop, operate and maintain the Project and similarly the Lessor has agreed to provide the Lessee to apply and obtain temporary and/or permanent connection of water, electricity and other infrastructure requirements at the risk and cost of the Lessee for initiation of the Project; provided the Lessee makes the required applications for the same and before the completion of the Project, the Lessee shall obtain all connections including electricity and water in their name.

Chandrayan
Secretary,
Sri Ramakrishna Shankar Academy,
Dr. J. C. Das Road,
GURGAON
HARYANA

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ARTICLE - 4CONSIDERATION SEAT COMMITMENT

The Lessee shall make available a fixed percentage of seats (both course and hostel facilities) to the Lessor as committed and submitted by the "Lessee" in response to the RFP document. The Commitment by the "Lessee" shall be available to "Lessor" during the entire Lease Period. Accordingly, the Lessor shall be entitled to 18 % of seats (both course and hostel facilities) i.e. 43 seats out of a total of 240 seats available in the institution for the first 05 (five) years. This seat sharing percentage will also be valid for a period of five years for any additional branches or increase in number of seats to be introduced in the institute within this stipulated time period. Similar facility shall also be available to the Lessor on all institutions set up by the Lessee on the vacant land parcel.

The aforementioned seat sharing percentage will be increased to 20% of the total seats available from the sixth year onwards.

The commitment in terms of percentage of seats both for education and hostel facilities shall commence from the date of opening of the College and not later than the 18 months from the date of handing over possession of the land parcel to the "Lessee" for development, which in turn will be governed by the academic session commencing annually during the month of August / September as per the AICTE norms.

ARTICLE - 5TERM OF LEASE

1 Unless terminated in accordance with the provisions of this Agreement, and in consideration of the observance of all the terms and conditions as set out in this Agreement by the Parties, the Lessor hereby unequivocally and irrevocably grants to the Lessee, the Lease in the Land parcel, free from all encumbrances, to hold and enjoy, without any interruption, the Land for a period in perpetuity ('Term') commencing from the date of handing over the possession of the Land to the Lessee.

1.2 The period of the lease agreement will be thirty (30) years w.e.f. the date of handing over of the land parcels by the Lessor to the Lessee with a provision for an extension of another thirty (30) years on mutually agreeable terms and conditions.

Bijay Kumar Choudhary
Secretary,

Suramanta Shankar Academy

Dr. J. C. Das Road,

GUWAHATI
GUWAHATI
GUWAHATI

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ARTICLE - 6OBIGATIONS OF THE LESSEE

The Lessee should design, finance, develop, operate and maintain the facilities developed as a part of the Project by itself throughout the lease period.

The lessee should begin the project immediately and not later than 90 days from the handover of the land to the Lessee.

The Lessee should achieve financial closure within 180 days of handover of the land to the Lessee.

Provide Lessor with amount of Rs Two Crore as EMD as laid out in this Agreement in the form of a Bank Guarantee.

- 5 Operate and maintain the Facilities at its cost in accordance with the Prudent Utility Practices and the terms and conditions of this Agreement.
- 6 Provide the "Lessor" with the commitment as provided in its submission with respect to the percentage of seats both for education and hostel facilities.
- 7 In order to fulfill its obligations under this Agreement and the Project Agreements, the Lessee may at its discretion appoint Construction Contractor(s) and the O&M Contractor (s) by entering into Construction Agreement(s) and O&M Agreement(s). The Lessee shall organize the supervision, monitoring and control of the construction, operation and Management of the Project by the Contractor (s) as may be necessary to ensure the proper performance of their respective obligations under the Construction Agreement(s), the O& M Agreement(s) and other relevant Project Agreements in accordance with the conditions of Clearances, Prudent Utility Practices and the terms and conditions of this Agreement.
- 5.8 Upon the termination of the Lease Agreement, as and when it happens, Lessee shall transfer the Project and Project Assets to the DTE, in accordance with the terms and conditions of this Agreement
- 6.9 Promptly intimate in writing notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Lessee or its employees, agents and Contractors.

Bijay Kumar Choudhary
Secretary,
Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI

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- 10 Be responsible for implementing the Environment and safety norms as desired by the applicable laws through out the Lease term. The Lessee shall take reasonable measures to prevent the destruction, scarring and defacement of the natural surroundings and environment at the Project Site.
- 11 Be and remain responsible for all acts of commission and omission during the lease tenure even after the return of the leased premises in the event of termination of the Lease.
- 12 Be and remain responsible for all taxes and other statutory or other dues incurred during the lease tenure, even after the return of leased premises.
- 13 Ensure compliance with all labour, statutory requirements, environment, and health and safety laws as applicable to the project.
- 14 Provide the "Lessor" with a minimum of two seats in the Governing Body responsible for running the affairs of the College and ancillary facilities so created. The "Lessor" shall furnish the "Lessee" with the names of the two Government representatives (and their replacements as and when the replacements are effected) at appropriate time or at a time as desired by the "Lessee".

ARTICLE - 7

USINESS

- 1 It is agreed and understood by the Lessee that the Land, as shown in the "Schedule A" has been leased exclusively for the Project purposes only, i.e. Establishment of an Engineering College and ancillary facilities and other technical/general institutions with prior approval from the DTE
- 2 The Lessee shall not do or carry out any illegal trade or activities in the project premises that are prohibited by law and are against the social ethics.

Signature
Secretary,
Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI
GUWAHATI

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ARTICLE - 8TRANSFER / ALIENATE

- 8.1 The Lessor shall not in any way transfer and sell alienate, encumber, mortgage or create any charge on the Land (leased premises) during the Term of the Lease.
- 8.2 The Lessee shall not have the right to mortgage, encumber and/or charge its leasehold rights in the Land and structures created and erected thereon together with fixtures and fittings and other movable assets/or the Project. The ownership rights on the land so leased out to the "Lessee" shall always remain vested with the "Lessor".
- 8.3 The Lessee shall have the right to assign their rights and obligations under the contract for running and/or managing the assets created on the land parcels to its holding trust/society or any associate trust/society of the holding trust/society or any subsidiary / special purpose vehicle (SPV) formed by the Lessee for this purpose.
- 8.4 The Lessee shall also have the right to outsource/sub contract any of the services of the Project facilities like maintenance, housekeeping, landscaping, pest control, etc during the term of the agreement without recourse or without the prior permission of the Lessor.

ARTICLE - 9EARNEST MONEY DEPOSIT

- 9.1 For due and faithful performance of its obligations under this Agreement, the Lessee shall provide DTE with a Demand Draft or a Bank Guarantee as EMD acceptable to DTE and encashable at Guwahati. To be deposited with DTE, the Demand Draft or a Bank Guarantee shall be for a sum of Rupees Two Crore. The failure of the Lessee to provide the same shall entitle DTE to terminate this Agreement in accordance with the provisions of Article 11. The Security Deposit shall be provided for securing the performance of obligations of the Lessee during the development period.
- 9.2 In the event that the Lessee fails to meet its obligation as outlined above in Clause 1 of this Article 8, the Lessor is entitled to without prejudice to its other rights and remedies hereunder or at Law, be entitled to call in, retain and appropriate the Security Deposit unless some specific clause has been waived/deferred in writing by the Lessor.
- 9.3 The EMD shall be returned to the Lessee within 90 days of meeting the time schedule as specified under this Agreement.

Chandra Shekhar Choudhary
Secretary,

Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI
GUWAHATI

(379)

ARTICLE - 10FUNCTIONS OF THE LESSOR

The Lessor agrees to provide the Land free of encumbrances to the Lessee for the Term of the Lease.

The Lessor shall grant, cause to grant or assist in granting, on a best effort basis the approvals and/or clearances that may be required to set up the Project facilities and for operating and maintaining the same provided the Lessee makes an application in the desired format for all such requirements.

ARTICLE - 11TERMINATION OF LEASE

The Lessor shall have the right to terminate the Lease in the event of default/breach of any of the terms and conditions of the Agreement by the Lessee. It is agreed by the Lessee that in the event of termination of this Lease for violation/breach of any terms and conditions of the Agreement, the Lessor shall be entitled to terminate this Lease and the provisions of Clause 11.4 shall become operative.

2 However, The Lessor shall give a prior notice of 90 (ninety) days to the Lessee to rectify the violation / breach and if the Lessee is unable to rectify the violation / breach within the 90 (ninety) days mentioned in the notice, a final termination notice of 30 (thirty) days time period will be granted by the Lessor before determining the Lease. On termination of the Lease, the provisions of Clause 11.4 shall become operative.

3 Either Party may terminate this Agreement by giving thirty (30) days notice to the other Party if the event of Force Majeure continues beyond a period of one year and at the end of the notice period, the Agreement shall stand terminated and the provisions of Clause 11.4 shall become operative.

4 On termination of the Lease, or in case the Lease is cancelled before the tenure or lease period, the Lessor shall and the Lessee shall have the right to be compensated to the extent of market value of the assets and structures created by the Lessee, after calculation deprecations as determined by a registered valuer to be appointed mutually or in case of disagreement to be appointed by the Governor of Assam.

Pratap Chandra Choudhary
Secretary,

Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI

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In case of the termination of the contract on account of a breach of contract conditions on the part of the Lessee with regard to the time schedule, the EMD gets forfeited

11.6 In case of termination of contract due to force majeure event as outlined in Article, the EMD shall be returned to the Lessee within 90 days of termination of such contract.

11.7 If the Lease Agreement is terminated for reasons of breach or default on account of the Lessee, the Lessor shall have the right to either appoint a new Lessee or operate the project premises on its own.

11.8 The event of default / breach by the Lessee does not necessarily include the non-receipt of mandatory approvals / affiliations / permissions by the concerned authorities viz. All India Council for Technical Education (AICTE), Gauhati University or any other competent licensing authority.

ARTICLE - 12

ARBITRATION

12.1 Every dispute, differences or questions which may at any time arise between the parties hereto or any person claiming under them relating to or arising out of or in respect of this agreement shall be referred to a sole Arbitrator to be appointed by the Lessor through its Commissioner.

12.2 The Arbitration proceedings, if any shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned decision or speaking award.

12.3 It is expressly stated that the Courts of Guwahati shall have the exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards. The language of arbitration shall be in English.

ARTICLE - 13

GOVERNING LAW

13.1 The laws of India shall govern this Agreement.

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Bijayendra Choudhary
Secretary,
Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI

ARTICLE - 14

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MAJEURE

one of the Parties shall be liable to the other Party or be deemed to be in breach of agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Agreement, if the delay to failure is due to any Force majeure.

"Force Majeure" is any event as set out below: Act of God, war, war like conditions, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning, explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or sabotage, major structural repair and/or destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

P. M. G. M.

P. M. G. M.

Secretary,

Shrimanta Shankar Academy

Dr. J. C. Das Road,

GUWAHATI

GUWAHATI

3 In order for a Party taking benefit of the provisions of Force Majeure in this Article, a Party claiming Force Majeure relief shall:

- (i) Give immediate notice to the other Party of the event said to constitute Force Majeure, and the obligations whose performance could be delayed, reduced, or prevented thereby, and as soon as practicable information about the circumstances of such event, in as much detail as is then reasonably available, and the steps and time believed necessary to mitigate and remedy the Force Majeure situation.
- (ii) Supplement and update the above Notices on a weekly basis during such claimed Force Majeure period;
- (iii) Give or procure access, at the request, expense, and risk of the other Party and at reasonable times for a reasonable number of the other Party's representatives, to examine the scene of the event which gave rise to the Force Majeure claim; and

(iv) Proceed with diligence and at its own expense to take such steps as would be taken in accordance with prudent utility practice to mitigate and remedy the failure as soon as possible.

4. Prior to resumption of normal performance, the Parties shall continue to perform their obligations pursuant to this Agreement, to the extent not prevented by such Force Majeure event. Within three (3) days starting on the day the Force Majeure Event ends, the Affected Party shall notify the other party in writings that the Force Majeure Event has ended and resume performance of its obligations under this contract.

4.5 Either Party may terminate this Agreement after giving the other Party a prior notice of thirty (30) days in writing in the event of an Event of Force Majeure continues for a period of one year.

ARTICLE - 15

AMENDMENT

15.1 This Agreement shall not be altered, modified or amended except in writing duly signed by or on behalf of the Parties.

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Pradyumn

T. B. Singh
Secretary,
Shrimanta Shankar Academy
Dr. J. C. Das Road,
GUWAHATI

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IN WITNESS WHEREOF the Lessor and Lessee, through their respective authorized officials subscribe their respective signatures and seals hereto on this _____ day of _____ 009:

Signed, sealed and delivered by:

The Authorised Signatory

For and on behalf of the Rajul K. G... (The Lessor)

Name:

Designation: The Director of Technical Education, Assam

Witness:

1. Ranch. Baria.
- 10 Kete Gobandhen Baria.
- Bangorbatia Tera.
2. Mahon ch Bonh
- 5/0 Kete Chukan ch Baria.
- Kun Jure baria.

Place: Guwahati

Signed, sealed and delivered by:

For and on behalf of the Srimanta Sankar Arundong (The Lessee)

Name : Bijoyananda Chowdhury

Designation : Secretary

Witness:

1. Ranch. Baria.
- 10 Kete Gobandhen Baria.
- Bangorbatia Tera.
2. Mahon ch Bonh
- 5/0 Kete Chukan ch Baria.
- Kun Jure baria.

Place: Guwahati

Bijoyananda Chowdhury
Secretary,
Bijoyananda Chowdhury Academy
101, 102, 103, Road,
Guwahati

Secretary,
Bijoyananda Chowdhury Academy
101, 102, 103, Road,
Guwahati

SCHEDULE - A

(Leased out area)

part & parcel of land measuring 71 Bighas, 0 Kathas and 19 Lechas described as below :

Sl No	VILLAGE	MOUZA	PATTA NO.	DAG NO.	AREA		
					B	K	L
1	Dekachuburi Kundabouri	Halleswar	127	81	4	2	9
2	Dekachuburi Kundabouri	Halleswar		82			
3	Dekachuburi Kundabouri	Halleswar		83	20	0	13
4	Dekachuburi Kundabouri	Halleswar		25	18	2	1
5	Saikiachuburi Teleria	Halleswar		731	19	2	3
6	Saikiachuburi Teleria	Halleswar		587	2	4	2
7	Saikiachuburi Teleria	Halleswar		733	1	3	10
8	Saikiachuburi Teleria	Halleswar		737	4	1	1
TOTAL AREA					71	0	19

NB: The map of the plot of land to be handed over to Shrimanta Shankar Academy by the Govt. of Assam through the Director, Department of Technical Education with the coordination of the District Administration upon execution of this deed of lease is attached herewith as Annexure I.

B. Supend Choudhary

Secretary,

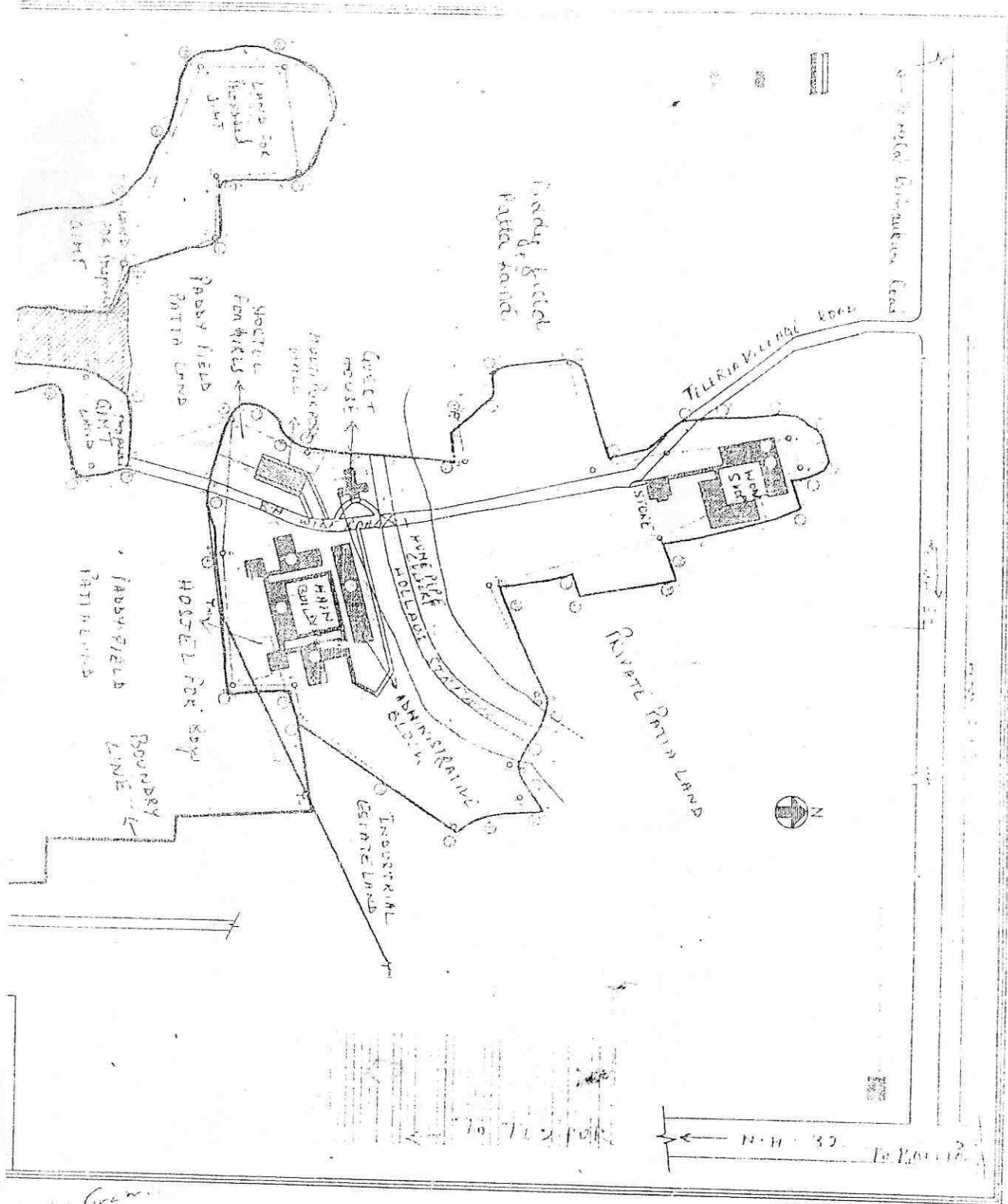
Shrimanta Shankar Academy

Dr. J. C. Das Road,

GUWAHATI

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Ad to Government

Bayanment (1961)

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Scale 1:1000

PhotoGraph and Finger Impression of Person involved in the Deed

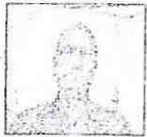
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Serial No. : 1

Book No. and Deed No. : VOL-4/2879/2009

Date of Impression : 12/30/2009

Document Type : LEASE



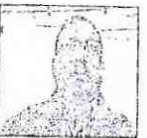
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2ndP.01



With.01



Iden.01

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Page 2 of 2



1stP.01.Idx



1stP.01.Ltl



1stP.01.Mdl



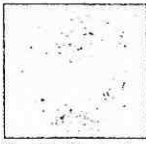
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1stP.01.Thm



2ndP.01.Idx



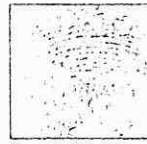
2ndP.01.Ltl



2ndP.01.Mdl



2ndP.01.Rng



2ndP.01.Thm



Iden.01.Idx



Iden.01.Ltl



Iden.01.Mdl



Iden.01.Rng



Iden.01.Thm

30/12/09