

BIPF SCHOOL PROJECT AGREEMENT

THIS BIPF SCHOOL PROJECT AGREEMENT is entered into on this 08th day of October, 2018 at Bhubaneswar.

BY AND BETWEEN

Bansidhar & Ila Panda Foundation, a Charitable Trust, registered with District Sub-Registrar, Khordha, having its registered office at IMFA Building, Bomikhal, P.O. - Rasulgarh, Bhubaneswar - 751010, District - Khordha, Odisha, represented by its authorized representative Mr. T.C. Hota (hereinafter referred to as the "**Trust**", which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the **First Part**;

AND

Bansila Shikshyam Sanstha, a not for profit company registered under Section 8 of Companies Act 2013, having its Registered Office at IMFA Building, Bomikhal, P.O. - Rasulgarh, Bhubaneswar - 751010, District - Khordha, Odisha, represented by its authorized representative Mr. A. K. Nayak (hereinafter referred to as "**BSS**", which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the **Second Part**;
TRUST and BSS are hereinafter collectively referred to as the "**Parties**" and individually as, the "**Party**".

WHEREAS:

- A. TRUST is a registered charitable organisation and has been engaged in operations of various educational institutions including vocational training centers;
- B. TRUST owns a piece of land, the Demised Land, at Banipada, Choudwar, in the district of Cuttack as per annexure and has constructed a building consisting of 4250.533 Sq. Mts. Further the Trust has invested in other infrastructure such as ground for sports, lighting, furniture and fixtures hereinafter referred as **Total Assets**.
- C. TRUST now desires to engage BSS in the management and operation of an elementary, middle and higher secondary school (hereinafter referred to as "**The BIPF School**");
- D. Pursuant to mutual discussions between TRUST and BSS, TRUST has agreed to engage BSS to provide services and operational facilities on the terms and conditions as set forth in this Agreement.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

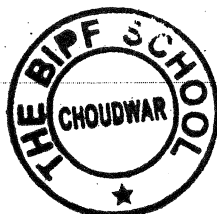
1. Definitions and Interpretations:

1.1. Definitions:

- A. "**Agreement**" shall mean this BIPF_School Project Agreement and include any or all exhibits, annexures, schedules, appendices attached hereto and any amendments hereto made in accordance with the provisions hereof;
- B. "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, guideline, judgment, order, decree, by-law, order or judgment or any directive, policy, requirement, or other governmental restriction of any governmental authority or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law or any of the foregoing, by any governmental authority having jurisdiction over the matter in question;
- C. "**Constitutional Documents**" shall have the meaning as ascribed to it in Clause 6.2.1.
- D. "**Demised Land**" shall have the meaning as ascribed to it in the Recitals hereinabove;

For Bansila Shikshyam Sanstha
A. K. Nayak
Authorized Signatory

For BANSIDHAR & ILA PANDA FOUNDATION
T.C. Hota
Authorized Signatory



T.C. Hota

