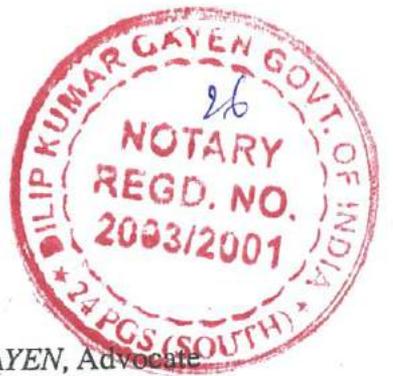


TRUE COPY

Notarial Certificate



TO ALL TO WHOM THESE PRESENTS SHALL COME I, DILIP KUMAR GAYEN, Advocate Alipore Court duly appointed by the Central Government and practising as a NOTARY in the district of 24 Parganas (S) of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "Paper Writings A" are presented before me by the executants (S).

Agreement (True Copy)
Between Satikanta Guha Foundation
(SGB) office at 318 Prantik Pathy
Kol-107 others.

hereinafter referred to as the "executant (s)" on this the *02nd* day of *December* two thousand *Fourteen*.

The "executant (s)" having admitted the execution of the "Paper Writing A" in respective hand (S), in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being satisfied as to the identity of the executant (s), and the said execution, I have authenticated verified and attested the execution of the "Paper Writings A" and testify that the said execution is in the respective hand (s) of the executant (s),

IN AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal on this the *02nd* day of *December* 20*14*.



Notarial Stamp

DILIP KUMAR GAYEN
Notary
Govt. of India
Alipore Judges & Criminal Court,
Kolkata - 700 027
Regd. No. 2003 / 2001
Dist. 24-Parganas (S)

Off. : Alipore Criminal Court
Bar Association
Kolkata - 700 027
Ph. : 033-2479 1068

Resi. : F/10 Ramkrishna Apartment
Fartabad, Garia Station Road,
Near Karmamandir Park
Kolkata - 700 084
Ph. : 98307 79755

[Signature]
DILIP KR. GAYEN
NOTARY
Alipore Criminal Court,
Kolkata-700 027
Reged. No.2003/2001

02 DEC 2014

(26) True Copy

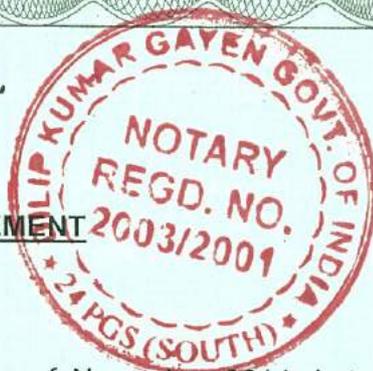


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 270307

TRUE COPY

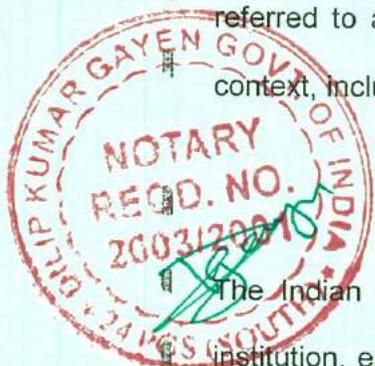
AGREEMENT



This agreement, made on this 19th day of November 2014, between Satikanta Guha Foundation, a society registered under the West Bengal Societies Registration Act, 1961, having its registered office at 318 Prantik Pally, Kolkata 700107, hereinafter referred to as **SGF** (which expression shall, unless excluded or is repugnant to the context, include its successors in office and assigns) on the **First Part**

And

The Indian Institute of Science Education and Research Kolkata, an autonomous institution, established by the Ministry of Human Resource Development, Government of India, and situate at Mohanpur, Dt. Nadia, West Bengal 741252, hereinafter referred to as **IISER** (which expression shall, unless excluded or is repugnant to the context, include its successors in office and assigns) of the **Second Part**



T. K. Guha

Chief Executive Officer
Satikanta Guha Foundation

[Signature]

কুরসাবিব/Registrar

भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under MHRD, Govt. of India)
मोहनपुर परिसर/Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/PO: Kushi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

T. K. Guha
Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014

TRUE COPY

(2)

WITNESSETH THAT

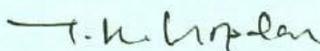
Whereas IISER Kolkata, established by the Ministry of Human Resource Development, Government of India, inter alia, for higher education in basic sciences, is desirous of having a school, comprising all classes from the pre-school to the secondary and higher secondary stages, viz. Nursery (3+ years) to Class XII (Higher Secondary), set up by an organization with adequate experience in school education within its campus at Mohanpur for the benefit of the children of the IISER Kolkata community (faculty and staff members) and the people of nearby localities such as Haringhata, Jaguli, Kalyani, Kanchrapara, Mohanpur, Naihati, Barasat, Chakdaha and beyond;

And whereas the IISER Kolkata through advertisements and letters invited proposals from reputable educational institutions and organizations for establishing and managing an English-medium school within its campus at Mohanpur, Dist. Nadia, West Bengal;

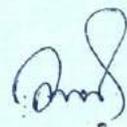
And whereas, amongst others, the SGF, which runs a school in the eastern region of India named Garden High School, responded to the invitation of IISER Kolkata, showing interest in establishing and managing a school on the IISER Kolkata campus at Mohanpur, Dt. Nadia, West Bengal and submitted a proposal;

And whereas IISER Kolkata after holding several rounds of discussions with the representatives of the SGF, and going through the detailed proposal and feasibility report submitted by them finally accepted the proposal of the SGF for establishing and managing a school on the IISER Kolkata campus at Mohanpur on the terms and conditions set out hereinafter:

1. That the name of the School shall be **GARDEN HIGH SCHOOL – IISER Kolkata Campus**, hereinafter referred to as the **School**.
2. **Aims and Objects**
 - (i) One of the main aims of the School within the IISER campus will be to help nucleate a vibrant and cosmopolitan residential campus by


Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014



कुलमंत्रय / Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education Under MHRD, Govt. of India)
मोहनपुर कैंपस / Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/ P.O.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

TRUE COPY

(3)

attracting faculties/officers and staff from all parts of the country, particularly young ones with children and simultaneously check the rate of attrition of existing faculties/officers and staff who are concerned about the education of their children.



- (ii) That the School will also aim at achieving and maintaining academic excellence, in pursuit of which it will maintain an academic standard in conformity with the guidelines of model schools envisaged by the Department of School Education and Language, MHRD. SGF will continuously strive to improve the academic standard of the School by recruiting the best teaching staff available, acquiring better teaching aids and offering better library and laboratory facilities.
- (iii) That in accordance with the RTE Act 2009, the School will not discriminate in any manner against any child belonging to a family disadvantaged due to social, cultural, economical, geographical, linguistic, gender or such other factor as may be specified by the appropriate Government by notification, in the matter of admission and shall impart quality education to the child concerned.

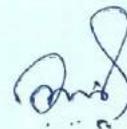


8. Land and building

- (i) That IISER shall give on lease to SGF a plot of land measuring approximately 3 (three) acres together with a newly built school building with a covered area of 4400 sq.m. approximately with all essential infrastructure, playgrounds etc. and trees thereon as described in the **Agreement of Lease**.
- (ii) That the lease of the said premises will be granted solely and exclusively for the purpose of running the School and the said premises cannot be used for any other purpose.
- (iii) The lease will be for a period of 33 (thirty-three) years with an option for renewal by mutual consent.


Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014



मुख्यसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under MHRD, Govt. of India)
मोहनपुर परिसर, Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/PO.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

TRUE COPY

(4)

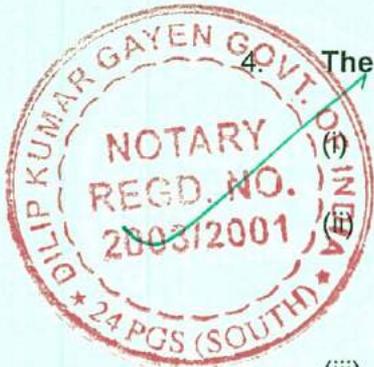
- (iv) That SGF will not transfer, mortgage or sub-let or make any structural extension or alteration to the said premises/building without the consent of IISER/Government of India or the competent authority concerned.
- (v) That IISER will be responsible for the maintenance of the building, making structural extensions and alterations to the said premises subject to its permissibility under the guidelines/rules/norms of IISER, and the appropriate authorities concerned.
- (vi) That this Agreement is being entered into for setting up and administering the School by SGF and shall neither directly or impliedly be deemed to be a partnership or joint venture, nor create any relationship other than that of a lessor and a lessee between IISER and SGF respectively.
- (vii) That the parties to this Agreement shall be entitled and subject only to those respective rights, obligations and limitations set out in herein, and neither party can create or supplement any other rights and/or obligations that may be enforceable against the other without entering into a fresh Agreement for that purpose.

The status and affiliation of the proposed school

That the School will be an 'un-aided non-government' school.

Affiliation to the Central Board of Secondary Education will be sought according to CBSE Rules and Regulations.

- (iii) That SGF will take all necessary steps in the matter of affiliation and IISER will extend all necessary assistance to SGF as and when required.
- (iv) SGF will not use the name of IISER in its advertisement/documents in any manner which may give the impression that the School is promoted/ funded/ administered by IISER without the written consent of IISER.

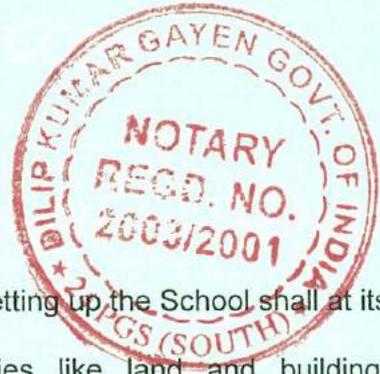


T. N. Guha
Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014

कुलसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under the Govt. of India)
मोहनपुर परिसर/Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/PO.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

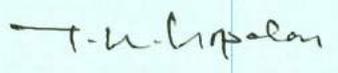
TRUE COPY
(5)



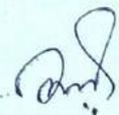
5. **Infrastructural facilities**

- (i) That IISER Kolkata at the initial stage of setting up the School shall at its own cost, provide infrastructural facilities like land and building, including classrooms, laboratories, library, playgrounds and sports facilities, offices, fire- fighting equipment, CCTV monitoring, parking spaces, storage, etc. along with essential furniture and fittings without claiming any reimbursement therefor. Any items other than furniture and fittings may be provided based on specific requests and at the sole discretion of IISER.
- (ii) That unless prevented by circumstances beyond its control, IISER will provide essential infrastructural facilities and services required for running the School such as:
- (a) Water
- (b) Electricity connection: IISER will provide the power and backup power to the School and the School will be provided with a separate meter to record its consumption and it will pay for the power consumed.
- (c) Security of the building and property of the School to the extent practicable and reasonable under the present private security management followed by IISER. SGF will ensure appropriate security measures inside the School premises.
- (d) Internet connectivity excluding any computer hardware and peripherals.
- (e) Any other facilities with or without reimbursement from SGF on written request of SGF subject to mutual agreement.
- (f) IISER will have no obligation to provide residential accommodation to all teaching and non-teaching staff of the School. Unfurnished residential quarters on rent may be provided




Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014

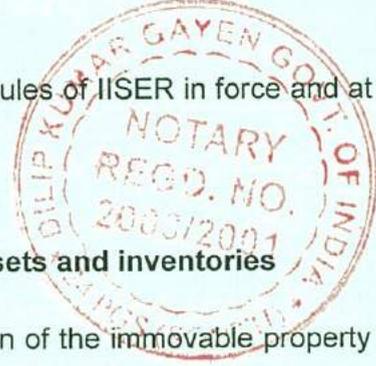


कुलसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under the Govt. of India)
मोहनपुर, रिसर्च, Mechapur Campus
पी.ओ.: कृषि विश्वविद्यालय/ P.O.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

TRUE COPY

(6)

subject to availability and as per rules of IISER in force and at the sole discretion of IISER.



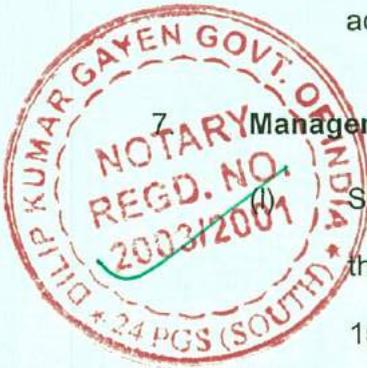
6. **Management of movable and immovable assets and inventories**

- (i) The handing over and taking possession of the immovable property like land, building, etc. will be made through documents duly signed by the parties and SGF will take all possible care and precaution to prevent any damage/loss/ unauthorized use of the immovable properties from the date of taking possession of the same. SGF may make separate arrangements inside the building to protect the safety and security of the assets, children and staff.
- (ii) SGF will have no ownership interests in the infrastructure, both movable and immovable, provided by IISER to run the School except those acquired or purchased by SGF. Settlement of differences regarding ownership of the infrastructure provided by IISER and that acquired by SGF will be determined on the basis of the Register of Assets.
- (iii) SGF will maintain the Register of Assets, including furniture and other accessories indicating their ownership and submit it for joint inspection.

Management and Administration of the School

Subject to the Rules, Guidelines and By-Laws of the affiliating Board, the School Managing Committee will be constituted with a maximum of 15 (fifteen) members, out of which at least 4 members will be nominated by IISER Kolkata.

- (ii) That as a policy IISER will not interfere with the functions and day-to-day running of the School. SGF shall be responsible for administering and managing the School through a Managing Committee as per the existing guidelines of CBSE or the concerned Affiliating body.
- (iii) The Managing Committee shall function among others to achieve the objectives of the School, and for that purpose the Committee will be at



T. N. Guha

Chief Executive Officer
Satikanta Guha Foundation

[Signature]

कुलसचिव/Registrar

भारतीय विज्ञान शिक्षा और अनुसंधान आयोग कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under Ministry of Govt. of India)
सी.ओ. : कृषि विश्वविद्यालय/PO.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

02 DEC 2017

(7)

TRUE COPY

liberty to frame its rules of business for running the administration of the School so far such rules are not repugnant to the instructions/guidelines of CBSE or any other competent Authority.

- (iv) Subject to CBSE Rules or the rules of the concerned Affiliating body, the approval of the Managing committee will be taken in the matters of:
- fixation/enhancement of admission fees/tuition fees/other fees payable by students
 - opening of additional classes/sections
(The total roll strength of students of the School is not to exceed 1350. Any further increase in the number is to be approved by IISER.)
 - recruitment/termination of the service of teachers
 - any other matter or matters which it deems relevant to maintaining the quality of education in the School.
- (v) SGF will have full autonomy in formulating the School curriculum, rules and procedures related to the administration of the School and frame Service Rules of the teaching and non-teaching staff in accordance with the guidelines of the CBSE or the affiliating body concerned.

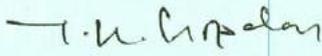
8. Admission of students

(i) That the SGF will be solely responsible for admission of the students in accordance with the RTE Act or guidelines laid down by the state government.

(ii) As far as possible, and subject to resources and availability of trained teachers and personnel, SGF will try to impart education to differently-abled children.

(iii) To ensure that the IISER Community benefits from this school on campus, the children of IISER Kolkata Personnel will be admitted on a priority basis as per norms at the school and will not be denied admission by the school authorities.




Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014


कुलसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Deptt. of Higher Education, Under MHRD, Govt. of India)
मोहनपुर परिसर/Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/PO.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

TRUE COPY

(8)

9. **Recruitment of teachers and training**

That the SGF will recruit all teaching and non-teaching staff of the School and will arrange for their training, and subject to the relevant rules of CBSE or the concerned affiliating body, IISER will depute some academics as experts in the relevant subjects to the Appointment Committee for the recruitment of teachers of those subjects.

10. **Financial administration of this school**

(i) That SGF will be responsible for the financial administration of the School and shall be at liberty to take such measures that it may consider appropriate and obligatory in this regard.

(ii) The Managing Committee of the School will ensure appropriate monitoring of the income and expenditure of the School through auditing by qualified Chartered Accountants. IISER Kolkata may at any point in time review these audited reports and shall retain a copy of the same for its records.

(iii) That SGF shall have autonomy in fixing salaries and allowances of the teaching and non-teaching staff of the School based on the statutory and non-statutory directives of CBSE/State government/any other competent authority in this regard.

(iv) That SGF will be responsible for the payment of salaries to the teaching and non-teaching staff of the School and payments of all statutory entitlements like Provident Fund, Gratuity, etc. within the stipulated time and will meet other statutory financial obligations as and when they arise.

(v) The SGF will make all possible attempts to be as inclusive as possible with regard to the financially and socially diverse community of the neighborhood in determining its fee structure for students. Fees charged from IISER Kolkata community children will be governed by the separate lease agreement between IISER Kolkata and SGF.



T. K. Guha

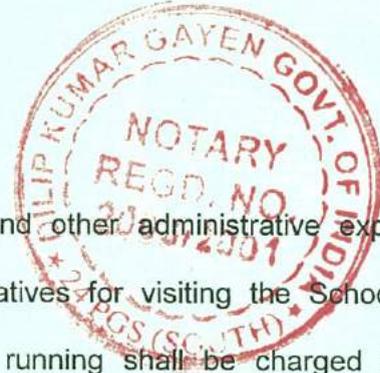
Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014

कुलसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Dept. of Higher Education, Under Govt. of India)
पी.ओ. : कृषि विश्वविद्यालय/PO: Krishi Viswavidyalaya
नदिया-741252/नदिया-741252, पश्चिम बंगाल/West Bengal

TRUE COPY

(9)



- (vi) The professional fees, travelling and other administrative expenses incurred by SGF for its representatives for visiting the School and supervising its administration and running shall be charged to the School.
- (vii) Save and except those not specified in the Agreement, SGF shall bear all expenditure incidental to the running of the School.

11. Responsibility of IISER in the matter of litigation

That IISER will not take any responsibility directly or indirectly and neither be a party to a suit/litigation for the omission and commission on the part of SGF concerning running the administration of the school nor shall reimburse cost of litigation.

12. Termination of Agreement

- (i) That after an initial lock-in period of 3 (three) years, this Agreement may be terminated by either side, with or without giving any reason, by giving at least two years' notice.
- (ii) Neither IISER nor SGF will have any responsibility and obligation or liability whatsoever to compensate the teaching and non-teaching staff of the School in case of termination of the Agreement or withdrawal of SGF from the running the School.



- (iii) That in the event of SGF exiting from the project, the name of the School shall be changed forthwith, and the word 'Garden' shall not be used in that new name in any way.

13. Dispute Settlement

That SGF and IISER will earnestly try to amicably settle any difference/dispute that may arise on the scope of the Agreement or any matter connected thereto through mutual discussion. However, if no settlement of the dispute can be reached through such discussions within a reasonable time, the dispute will be


Chief Executive Officer
Satikanta Guha Foundation

02 DEC 2014

कुलसचिव/Registrar
भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Dept. of Higher Education, Under MHRD, Govt. of India)
मोहनपुर परिसर/Mohanpur Campus
पी.ओ.: कृषि विश्वविद्यालय/ P.O.: Krishi Viswavidyalaya
नदिया-741252/Nadia-741252, पश्चिम बंगाल/West Bengal

TRUE COPY (10)



referred to arbitration and an Arbitrator to be chosen by mutual consent of the parties whose decision shall be binding upon the parties.

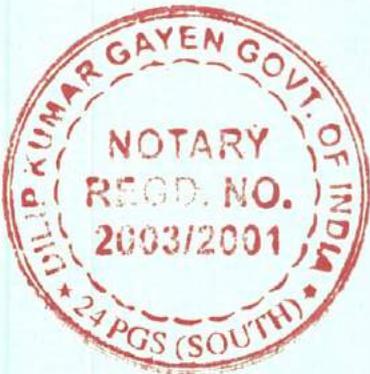
14. Jurisdiction

That this Agreement will be subject to the jurisdiction of Courts at Kolkata only.

In witness thereof the Parties herein above have set their respective hands and seals on the aforementioned date and month.

T. N. Guha

Chief Executive Officer
Satikanta Guha Foundation



Party of the First Part

[Signature]

Registrar

भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(South of Hooghly) MHRD, Govt. of India
मोहनपुर परिसर, आंचलिक परिसर, कोलकाता
पी.ओ.: कृषि विश्वविद्यालय, पी.ओ. कृषि विश्वविद्यालय
मोहनपुर-741252/मोहनपुर-741252, पश्चिम बंगाल/West Bengal

Party of the Second Part

Witnesses:

1. *Sanyam Das*
223 Raydanga School Rd.
Kolkata 700107

2. *Dibyendu Wandi*
Dr. Dibyendu Wandi
IISER Kolkata
Mohanpur 741252

IDENTIFIED BY ME

[Signature]
Advocate

JAHANARA KHATUN
Advocate
Alipore Criminal Court
Kolkata-27

Signature Attested
on Identification

DILIP KUMAR GAYEN, NOTARY
Alipore Criminal Court, Kol-27
Regd. No. 2003/2001, Govt. of India

02 DEC 2014

02 DEC 2014

TRUE COPY



02 DEC - 2014



02 DEC 2014

02 DEC 2014
THE.... DAY OF 20

TRUE COPY

**PAPER WRITING "A"
&
THE RELATIVE NOTORIAL
CERTIFICATE**

**DILIP KUMAR GAYEN
Advocate
ALIPORE CRIMINAL COURT**



02 DEC 2014

**NOTARY
GOVT. OF INDIA
REGD. NO. 2003/2001**

ADDRESSES

Resi :
F/10 RAMKRISHNA APPT.
FARTABAD
GARIA STATION ROAD
NEAR KARMAMANDIR PARK
KOLKATA - 700 084
PH. : 9830779755

Off :
ALIPORE CRIMINAL COURT
BAR ASSOCIATION
KOLKATA-700 027
Tel. : 033-24791068