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: HCDG COLLEGE NITAL PUKHURI

Article 5 Agrooment or Momorandum of an agreement

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: NICM SIVASAGAR

: HCDG COLLEGE NITAL PUKHURI

: HCDG COLLEGE NITAI PUKHURI

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(One Hundred only)





Please write or type below this line

BEFORE THE NOTARY PUBLIC AT SIVASAGAR: ASSAM

DEED OF AGREEMENT

THIS DEED OF AGREEMENT IS MADE ON THIS 13th DAY OF FEBRUARY 2024 AT SIVASAGAR, DIST. SIVASAGAR, ASSAM,

Executed before ma

=BETWEEN=

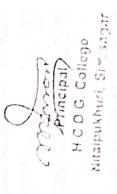
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NATIONAL INSTITUTE OF COMPUTER & MANAGEMENT (NICM), With its Branch office at HCB Road, Opposite Central Market Complex, P/o, P/s & Dist. Sivasagar, Assam, represented by its Branch Director, MD. SORIFUDDIN AHMED, S/o Late Sofiquddin Ahmed, R/o West Jamuna Road, Ward No.2, Sivasagar Town, Under Nagarmohal Mouza, P/o, P/s & Dist. Sivasagar-785640, Assam Hereinafter Under Nagarmohal Mouza, P/o, P/s & Dist. Sivasagar-785640, Assam Hereinafter Called the 1st Party, (Which expression shall always means and includes its representatives, administrators, executors and assigns etc.) OF THE ONE PART.

(2)

"AND"

HEM CHANDRA DEV GOSWAMI COLLEGE, Situated at Nitaipukhuri, P/o Nitaipukhuri, Dist. Sivasagar, Assam, represented by its principal DR. BIRINCHI KUMAR BORAH, Hereinafter Called the 2nd Party, (Which expression shall always means and includes its representatives, administrators, executors and assigns etc) OF THE OTHER PART.

WHEREAS the 1st party is the owner/franchise of NICM and provides computer education and fashion designing course in Sivasagar district since long back and have good reputation in computer education and fashion designing field.

AND WHEREAS the 2nd party is educational institution having goodwill and reputation in the field of education since long back.

AND WHEREAS 2nd party approach the 1st party and asked the 1st party to open their branch in their college premises to give computer education course and fashion designing course to their students at cheapest monthly fees and the 1st party have agree with the proposal of the 2nd party and agreed to open their branch in the college premises.

AND WHEREAS both the parties amicably agreed to abide by the following terms and conditions to avoid dispute and misunderstanding in near future.

NOW IN PURSUANCE OF THE ABOVE BOTH THR PARTIES HAVE MUTUALLY AGREES AS UNDER.

- 1) That the 1st party hereby agree to open their branch at the college premises of the 2nd party for providing computer education course and fashion designing course to the students of college of the 2nd party.
- 2) That the 2nd party shall provide one room to conduct class to approve course where 1st party shall carry their computer education class and fashion designing class and 2^{ndt} party have not charge any monthly rent for the said class room.

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- 3) That this agreement shall commence on and from 13-02-2024 for a initial period of 05 (Five) years and after completion of this reserved period if 2nd party desire to continue then a fresh agreement will executed between the parties on fresh terms and conditions.
- 4) That the 2nd party hereby undertake and promise to provide free of cost electricity supply, power backup facility, office assistant for collection of fees and admission etc.
- 5) That the 2nd party hereby undertake and promise to provide free of cost computers and necessary accessories to be required for the purpose of opening the branch and all the computers and accessories are always kept in the safe custody of the 2nd party and for any kind of theft or damage 1st party shall not held liable.
- 6) That maintenance and repairing charge of computers which will require during existence of this agreement shall paid and borne by the 2nd party.
- 7) That 1st party hereby undertake and promise to engage/provide highly skilled computer faculty to give computer education and fashion designer for conduct fashion designing class to the students of the 2nd party.
- 8) That examination which will held after completion of duration of course will conducted under sole supervision of the 1st party.
- 9) That required admission Forms, money receipt book and certificate / diploma are provided by the 1st party.
- 10) That all advertisement cost such as Flex banner and signboards are to be borne by the 1st party.
- 11) That the 1st party hereby undertake and promise to organize skill development awareness program with an interval of 3-6 months.
- That the 1st party hereby undertakes and promises to provide special computer course for maximum 1-year diploma course and minimum 03 months certificate course at reasonable and affordable discount rate for students and course and rates must be on mutual understanding of both the particular.
 - successful students from their end.
 - 14) That it is amicably settled between the parties that out of total fees collection 60% of the total goes in favour of 1st party and remaining 40% goes in favour of College development fund account.



15) That in the event of termination of this agreement prior to reserved period in that event either party shall serve 06 months prior notice to other.

IN WITNESSES, HEREOF BOTH THE ABOVE PARTIES ARE SIGNED THIS DEED OF AGREEMENT ON THE DAY MONTH AND YEAR 1ST ABOVE WRITTEN AT SIVASAGAR.

WITNESSES:

1. MRS. SURIA BEGUM DO-Late Anuwar Aw West Jamuna Roads. Sivas organ, 9954457146.

2. G. chenit C/o R. chenit HOG Collem, ai ti puni 9957 911579

Drafted by-

(Utpal Roy)Advocate.

Branch Director NICM, Sivasagar) 02, Assam

1st Party.

Party.
Principal

H.C.D G. College

Nitalpukhuri, Simisag

Executed before me

Kernshi Kefini Advocate E. Marany Austic Sirasayan Darand

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NOTARY PUBLIC