

Letter of Intent

Between

Universite Lille - Sciences et Technologies

(France)

And

North-Eastern Hill University, Shillong

(India)

In order to develop scientific co-operation in the field of Research and Higher Education,

The "Universite Lille 1 - Sciences et Technologies" represented by its President Philippe ROLLET

And

The "North-Eastern Hill University, Shillong" represented by its Vice-Chancellor have decided to foster co-operation over the coming year by:

- Exchanging all useful information concerning the two institutions as to their respective research activities and educational programmes,
- Finding external, institutional or departmental finance to finalise joint activities leading to research and student mobility. Signing this letter of intent implies no financial binding on either parties. *
- Developing research projects in the field of Science.
- If the project of cooperation looks promising at the end of one year the Universities may sign a more detailed MOU to carry on the work.

A final report will be written at the end of one year to be evaluated in order to decide on the following steps to this co-operation.

Villeneuve d'Ascq, the Shillong, the

Philippe ROLLET
President of University Lille 1 - Sciences et
Technologies

Registrar
North-Eastern Hill University, Shillong

AGREEMENT FOR SUPPLY AT LOW TENSION

This Agreement made this _____ Day of _____ 2011 between the North Eastern Hill University, Shillong (hereinafter called the (1st Party) which term shall mean and include its successors and assigns of the one part and the _____ hereinafter called (2nd Party) which term shall also include, its Successors and assigns of the other part.

WHEREAS the 2nd party shall install its Campus at BIJINI Campus 1st Party at LAITUMKHAH of, Shillong - 793003, District East Khasi Hills, Meghalaya and the purpose for smooth working of the _____ as per the Memorandum of Understanding dated _____ (enclosed).

WHEREAS the 2nd Party, for the purpose of supply of electricity for running their _____ approached 1st Party for supply of electricity from the nearest supply point of the 1st Party and for that purpose, the 2nd Party obtained requisite permission from the Meghalaya Energy Corporation Limited Shillong in favour of 1st Party on certain terms and conditions stipulated therein.

WHEREAS the 1st Party is willing to supply electricity to the 2nd Party from their nearest supply point to enable the 2nd Party to run and operate the _____ within the Bijini Complex Of I" party on the following terms and conditions.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

1. That the 2nd Party shall make all arrangements at their own cost for drawal of electricity from the nearest supply point of the 1st Party and the 1st party shall supply the requisite quantity under the category of bulk supply.
- 2, That the 2nd Party shall pay to the 1st party _____ as per sanction and approval given by the Meghalaya Energy Corporation Limited vide their letter _____ (copy annexed).
- 3, That the 2nd Party shall take from the 1st Party the supply of electricity for a load not exceeding _____ KVA for exclusive use for the purpose of running their _____ at _____ i the premises situated at BIJINI Campus of 1st Party at BIJINI Complex, Laitumkrah, Shillong - 3, District East Khasi Hills, Meghalaya.

That the contract demand agreed between the 2nd party and the 1st party will be for the 2 (Two) year at _____ and shall be payable monthly by the 2nd Party to the 1st Party on production of bill by the 1st Party.

That the 2nd Party shall comply with the requirements of the Indian Electricity Act, 1910, the Indian Electricity Rules, 1956, the Electricity (Supply) Act, 1948, the Schedule for Tariff, terms and conditions of supply prescribed by the 1st Party from time to time and shall agree not to dispute the same at any time in any manner what so ever.

That this Agreement shall come into force from the date of signing this Agreement, the 1st Party intimates in writing to the 2nd party that the 1st Party is ready to give the supply and on expiry of the thirty days period from the date of communication as aforesaid and the 2nd Party, in the event does not take the supply on being offered, the 2nd Party shall be liable to pay to the 1st party, the minimum charges as may be applicable and decided by the 1st party and all the terms and conditions of this Agreement shall be binding on both the Parties from the date of signing and executing this Agreement.

7. That the 2nd Party hereby undertakes to avail the supply of electricity under the Agreement for a minimum period of 2(Two) years from the date of Agreement.
- 8, That the 1st Party reserves their right to terminate this Tenancy at any time if the 2nd Party violates any conditions and stop the supply of electricity by giving seven days notice in writing.
- 9, That in case, the 2nd Party fails to pay the 1st Party any sum due for payment on the date (a) fixed for payment thereof, the 1st Party may charge an Interest/surcharge at 10% per year maximum as deem fit and the 2nd Party shall not, under any circumstances, withhold or dispute any bill or bills without making payment within due date.
- 10, That the 2nd Party agrees that refund/recovery arising out of any disputed bill shall be made from the bill only after the settlement of disputes.
- 11, That the 1st Party reserves their right to vary, modify or alter from time to time, the terms and conditions or supply under this Agreement with the change of Tariff rate and Rules and Regulations and further, the 1st Party also reserves their right to enhance the rate of electricity supply with the enhancement of rate by the Supplier i.e. the Meghalaya Energy Corporation Limited, Shillong.
- 12, That the 2nd Party agrees to pay charges every month as prescribed in the Tariff and terms and conditions of supply even if no electricity is consumed for any reason whatsoever and also if the charges for the electricity actually consumed are less than the minimum charges. The minimum charges shall also be payable by 2nd Party if electricity is not consumed because the supply has been disconnected by the 1st Party due to non-payment of electricity charges, pilferage or other malpractice or any other valid reason for discontinuance/interruptions of supply.
- 13, That the 2nd Party agrees to pay additional charges as may be levied by the 1st Party in case the 2nd Party is found indulging in theft of energy or any malpractice in respect of the use of electrical energy and also agrees the reservation of 2nd Party to disconnect the supply of electricity in addition to levy of the additional charges, for such period as may be decided by the 1st Party.

14. That 1stParty will have access in the premises of the 2nd Party and the 2nd Party will not cause any hindrance.
15. That the 2nd party will pay the 1st Party for all the maintenance cost against the defect of Energy meter etc. to be installed together with panel Board in the__by the Party on production of bill by the 1st Party.
16. That either Party shall be at liberty to termination of this Agreement by giving 30(Thirty)days notice in writing, after expiry of one year.

Witnesses:

North Eastern Hill University, Shillong.

Minutes of the Meeting of the Committee for Coordinate Leasing out of the Bijni Campus held on 16.5.2011 at 1:00 pm the Seminar Hall , Bijni Campus, Laitumukrah, Shillong.

Members Present:

- | | |
|---|-------------|
| 1. Pro- Vice- Chancellor, NEHU, Shillong | - Chairman. |
| 2. Registrar | - Member |
| 3. University Consultant, NEHU, Shillong | - Member |
| 4. Deputy Registrar, Estate, NEHU, Shillong | - Member |
| 5. Shri. W.R. Lyngdoh, Asstt. Engineer CDD, In-Charge Maintenance Cell, NEHU Shillong | - Invitee |
| 6. Shri. S. Chakroborty, Asstt Engineer (civil) CDD, NEHU, Shillong | - Invitee |
| 7. Shri. M. Bhattacharjee, Jr. Engineer (civil) NEHU; Shillong | - Invitee |
| 8. Shri. M:S. Cidiki, Jr. Engineer (Civil) NEHU, Shillong | - Invitee |
| 9. Asstt. Registrar, Estate, NEHU, Shillong | -Convener |

The following officials of the Agencies which Interested in hiring the buildings in Bijni Campus on rental were also present in the meeting:

- | | | | |
|----------------------------|---|-----------|----------|
| 1. Shri. P. Hangsing, | RPFC, | EPI, | Shillong |
| 2. Shri. A. K. Sharma Roy, | AO, | EPI O, | Shillong |
| 3. Shri. K.M. Deb, | University for Technology and Management, | Shillong. | |
| 4. Shri. H.W.T. Syiem, | University for Technology and Management, | Shillong. | |
| 5. Smti. W.A.M. Booth, | Director, | NIFT, | Shillong |
| 6. Shri. E. Kharwanlang, | OSD. | NIFT | Shillong |
| 7. Smti. K. Sengupta, | RGIIM, | Shillong | |
| 8. Shri. R.C. Sexena, | CAO, | RGIIM. | Shillong |

At the outset the Chairman welcomed all the members and called the meeting to order. He also gave brief account on the existing facilities and the conditions of the buildings at tho Bijni Complex (After thread bare discussion the following resolutions were taken

- (I) Rent assessed *according to* the Meghalaya Urban Areas Rent Control Act 1971.
- (a). Assam Type Building @ Rs-.170 per sq meter per month.
- (b) RCC type of buildings @ Rs 410 per sq meter per month.

This was agreed by all concerned

(2) The Buildings were tentatively allotted as follows:

<u>BUILDING</u>	<u>ALLOTTEE</u>
(a) <u>Building No. 1</u> [Computer Centre, RSIC (SAIF)]	Employees Provident Fund Commissioner
(b) <u>Building No. 4</u> [Girls Hostels]	Rajiv Gandhi IIM.
(c) <u>Building No. 5</u> [Academic Staff College Hostel]	National Institute of Fashion Technology (NIFT)
(d) <u>Building No. 9 (B)</u> [Office Chamber of COE etc.]	University of Technology Si Management

(3) **Water Supply:-**

The University shall continue to provide water through NEHU tanker. The present system shall continue subject to a maximum of Two Tanker load per day. The University shall charge the tenants water According to consumption per head basis. However, any additional requirement of water shall have to be arranged by the tenants themselves. Meanwhile, all effect shall be made by the University to restore original Municipality water supply connection. The University has also applied for second water connection which shall take some more time to be installed.

3. Electricity:

Separate energy meters shall be installed in different buildings so that the tenants will be charged as per the actual consumption of electricity.

However, the University has an agreement with the **MESEB (Meghalaya State Electricity Board)** on contract demand load of electricity which has to be shared by the tenants on equitable basis

4. Status of the Buildings:

- (i) **SAIF:-** The Head of the Department had informed that their departmental Condemnation Committee has condemned the heavy equipments. The University condemnation Committee will expedite steps to condemn the same so as to enable SAIF to start the process of dismantling heavy condemned equipments. But the process shall take *some more time*.
- (ii). **SRC :** Tentatively the SRC shall be relocated in the Bamboo Cottages at Permanent Campus , for which modalities shall be finalized by the University and the SRC.
- (iii). **Sports, Publication Cell:** The University shall relocate the Sports and the Publication Cell in the NEHU Permanent Campus.
- (iv). **The Distance Education and the IGNOU** Centre shall be relocated in Building No. 6, 7 & 8.
- (v) • The Building No. 2 that is University Seminar Hall shall continue to remain with NEHU.
- (vi) The Academic Staff College Hostel shall be shifted to NEHU Permanent Campus as and when the construction for the same is complete. CDD shall taken all necessary steps to speed up the pace of construction.
- (vii) The University shall inform the Local Durbar about proposed renting out of its premises to other Educational Institutions. The tenants shall also seek permission from the Local Durbar for running of the Hostels/ Guest Houses etc.
- (viii) The present system of providing security by the University is to continue in the Bijni Complex. But expenses on this has to be shared by the tenants on equitable basis. However, additional requirement of security, if any, shall have to be arranged by the tenants by themselves.
- (ix) It was also decided that the Basket Ball Court in the Bijni Complex should not be used as a parking place and it should be kept free for Sports and other activities. Therefore, available parking space in Bijni Complex is to be shared by all the agencies .

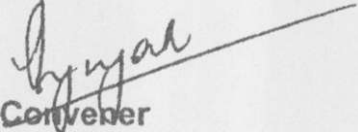
(x). **Action Plan:**

The Campus Development Department shall prepare the Plan and estimate for repair and facelift of all these buildings. But the work has to be awarded by the agencies themselves and they will engage their own contractors, and also supervise them. The expenses on renovation shall be adjusted against the rent.

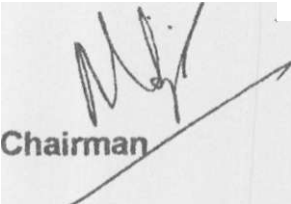
(xi). Estate Section shall take necessary action through the University Condemnation Committee to dispose all the condemned items lying in the Stores in the Bijni Complex and occupying huge space . The whole process might take 3/4 weeks time to be completed. The CDD shall be requested to facilitate shifting of Publication to the USIC Complex at the earliest by completing the renovation and modification of the USIC. The CDD was also requested to complete the Academic Staff College Hostel Building at the earliest.

(x) The Sports Department may be shifted to the basement of the University Health Clinic at Permanent Campus for which the CDD shall make necessary, partitions at the earliest.

Finally, the meeting ended with a **Vote of Thanks** from the Chair. After the meeting all the allottees visited the Buildings site for an on the spot assessment along with NEHU Officials.



Convener



Chairman

(two) Years commencing on and from _____ YIELDING AND PAYING unto the FIRST PARTY therefore during the said term of the monthly rent of Rs. _____ (in words) on demands and within the tenth day of each succeeding month of the expiry of each current month of which the rent is payable. The Lease may be extendable for further terms with the consent of both the Parties to the Agreement, on such terms and conditions as may be mutually agreed upon.

2. That the SECOND PARTY shall, during the said term be responsible to keep and maintain the cleanliness of the demised property and its surroundings and also keep it in good repair and condition at his own cost.
3. That for provision of electricity for the demised property a separate Contract Agreement is being drawn up in consultation with the SECOND PARTY.
4. that the SECOND PARTY shall deposit a Security Deposit equal to the amount of three months rent with the FIRST PARTY before occupation of the building premises refundable on the expiry of the lease after deduction and adjustment of balance rent, damage and liability, if any, caused to the building premises.
5. That the SECOND PARTY shall not permit the said premises, including wood works, floor or any fixtures or fittings including the doors, windows and fittings contained therein to be damaged or depreciated in any manner (natural wear and tear excepted) and will regularly and punctually pay all the rates and other sums of money which may from time to time during the said term become payable.
6. That the SECOND PARTY will repair, restore and make good at its own cost and expenses any damage or injury the said premises may sustain when such damage or injury is caused by the SECOND PARTY or any person or persons for whom the SECOND PARTY is responsible.
7. The FIRST PARTY shall execute during the said term of the lease annual repairs and all major structural repairs of the said property with prior permission of the FIRST PARTY at his own cost and expenses for good upkeep and maintenance of the demised property.
8. The FIRST PARTY shall further undertake to execute major repairs at his own cost or shall authorize the SECOND PARTY to undertake the repairs after having

approved expressly and in writing of the estimate for such repair, prepared by the SECOND PARTY under the supervision of the FIRST PARTY. The expenditure on this account as may be specified in the estimate incurred by the SECOND PARTY shall be adjustable against the monthly house rent payable to the FIRST PARTY in equal monthly instalments.

9. That the SECOND PARTY shall not transfer, assign or sublet or part with the possession of the demise property or any portion thereof and no trees shall be felled which are within the compound.
10. That the SECOND PARTY shall at the end of the term or of an earlier determination of this lease will peaceably surrender possession and yield up into the FIRST PARTY the demised property either in the same condition as they had * been at the time of taking occupancy of the same (reasonable wear and tear _{m t} thereof and damages caused by tempest, lire or caused by any act of omission or negligence of the SECOND PARTY, his servants, agents and workers, earthquakes, flood, civil disturbances or act of God only excepted).
11. That the SE~~C~~OND PARTY shall not make any addition to or alteration in the demised property or any part thereof except such as the FIRST PARTY shall have previously approved of in writing.
12. That the SECOND PARTY will not at any time during the period of lease term carry out, or permit to be carried on in the demised property or any part thereof, any offensive, obnoxious, noisy or dangerous activity, nor do or cause to be done in the demised property or any part thereof any act, matter or thing that may prove to be a nuisance to the neighbourhood or the FIRST PARTY nor use the same or allow the same to be used for any illegal or immoral purpose but will use the demised property solely for their offices and classrooms.
13. That the SECOND PARTY shall permit the FIRST PARTY or his/her agents from time to time and at all times during the term during reasonable hours in the daytime with or without workmen to enter the demised premises or any part thereof to view the state of repair and condition thereof and of all defects and want of reparation then and there found and which the SECOND PARTY shall be liable to repair or make good under the covenant herein before contained to give

or leave for the SECOND PARTY at or on the demised property or any part thereof notice in writing or make good the same within the space of one month after the receipt of such notice or sooner, if necessary and possible and within such time the SECOND PARTY will at his own cost and to the satisfaction of the FIRST PARTY repair and make good such defects or wants of reparation accordingly.

14. That the SECOND PARTY shall be responsible for demised premises and its property in so far as security aspects are concerned.
15. That the SECOND PARTY at the time of vacation, shall demolish the alteration/addition or part thereof made on the building premises and restored the premises to its original position at his own cost, unless otherwise it is permitted by the FIRST PARTY in writing that the demise property with any addition/alteration made shall not be disturbed and shall belong to the FIRST PARTY on termination of the Lease.
16. That the SECOND PARTY shall ensure that students do not loiter in the Campus during odd hours, create nuisance to the neighbourhood or keep any illicit substance within the hostel Campus.
17. All disputes and differences between the parties hereto and determination of any liability or the construction or interpretation of any of the terms and conditions contained in this lease shall be referred to the Vice-Chancellor, NEHU, and his decision shall be final and binding upon both the Parties.
18. The SECOND PARTY hereby agrees to give notice that it shall quit, vacate and deliver up the said demised property on the expiry of the term to the FIRST PARTY at least one month prior to the expiry of the term agreed unless otherwise the lease is extended.

Provided both will have the option to terminate the lease on two months prior notice from either side without assigning any reason.

In witness whereof, the Parties set their hands this day, month and year above written in presence of the following witnesses.

Signature of Second Party.

Signature of First Party

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

SCHEDULE PROPERTY ON LEASE

BOUNDARY

East		Feet.
North		Feet.
West	_____	Feet.
South		Feet