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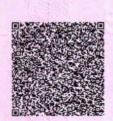
ADVOCATE PARAMANANDA KAKOTY

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ADVOCATE PARAMANANDA KAKOTY

(One Hundred only)

सत्सम्बर्धान्य



# MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this the 30th day of September, 2023 at Tezpur Assam



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#### -BETWEEN-

Darrang College, a pioneer institution of higher education imparting knowledge in northern Assam since 1945 situated at Mahabhairab P.O. & P.S. Tezpur Mouza Mahabhairab Dist Sonitpur, Assam represented by its present Principal Dr. Palashmoni Saikia (which expression shall, unless and otherwise repugnant to the context and the meaning made herein include its successors, executors, administrators, assigns, attorneys) herein after called as the FIRST PARTY

#### -AND-

Darrang College Alumni Association, an association registered under Societies Registration Act constituted in the year 1995 by the ex-students of Darrang College with its office situated at the college premises at Mahabhaibarab Tezpur, Mouza Mahabhairab P.O. & P.S. Tezpur Dist-Sonitpur, Assam represented by its present President Dr. Dharmendra Kumar Sarmah (which expression shall, unless and otherwise repugnant to the context and the meaning made herein include its successors, executors, administrators, assigns, attorneys) herein after called the SECOND PARTY



WHEREAS the SECOND PARTY expressed its desire to construct a gallery classroom using the fund generated by the SECOND PARTY from its members generally and from the Life Members and Donor Members particularly and to hand over the same to the FIRST PARTY as a token of love and as a symbol of thanks giving by the Ex-Darrangians to their beloved institution and the FIRST PARTY vide Governing Body Resolution No. G(B)/2022/3/3 dated 07.08.2022 allowed the same and provided land for said construction within the college campus and near the existing Commerce Building;

AND WHEREAS the SECOND PARTY accordingly started construction work on 30<sup>th</sup> October 2022 of the said modern class room with RCC Gallery with full funtiture, sound system and modern IT based digital learning equipments along with toilet, varandah etc having dimension of 70 feet X 50 feet i.e total 3500 sq ft with seating capacity of about 300 persons and construction work of said Modern Gallery Classroom is almost complete and said facility is almost ready for use of



the FIRST PARTY for classroom lectures, seminars, examinations and other such works;

AND WHEREAS the SECOND PARTY is now willing to hand over the said Modern Gallery Classroom to the FIRST PARTY and the FIRST PARTY is also ready to accept the same as a part of the assets of the college and use the same for the benefit of its students;

# NOW THIS MEMORANDUM OF AGREEMENT WITNESSES AS UNDER -

- 1. That the SECOND PARTY has handed over the Modern Gallery Classroom constructed by the SECOND PARTY to the FIRST PARTY today on the  $30^{\text{th}}$  of September of 2023 and the FIRST PARTY has accepted and taken over the same today.
- 2. That said Modern Gallery Classroom shall be a part of the assets of the FIRST PARTY and shall be used by the FIRST PARTY in its day to day academic and other related activities. However, the FIRST PARTY shall allow the SECOND PARTY to use the said Modern Gallery Classroom as and when the SECOND PARTY wishes to organize any programme of the Alumni Association of the college or any other related activities conducted by the SECOND PARTY with mutual consultation.
- 3. That the name of said Modern Gallery Classroom shall be "Alumni Gallery" and the FIRST PARTY shall never change the said name. A signboard visible clearly from at least 200 meters must be displayed at all the times at a conspicuous part of the "Alumni Gallery" on the exterior side of any wall. Moreover, the SECOND PARTY may affix permanently any billboard/sticker/marble plaque etc displaying its name, names of donor members etc and the FIRST PARTY shall never remove the same.
- 4. That the SECOND PARTY will give a finishing touch of its works even after the handing over of the Alumni Gallery and the remaining works of fittings and fixtures in the washroom, remaining exterior wall painting etc and any other



works in the nature of fine tuning will be completed by the SECOND PARTY within a reasonable time and the FIRST PARTY will allow the SECOND PARTY to complete the same.

That the regular maintenance of the Alumni Gallery shall be done by the FIRST PARTY from its own resources. Utmost care shall be taken by the FIRST PARTY to keep the facility neat and clean and to maintain a hygienic environment there.

IN WITNESS WHEREOF, we the parties hereto set our respective hands on this day and month herein above mentioned in presence of witnesses.

WITNESSES:

Haitis Signature and Seal of

2. Qun'SC

(Dr. Abani Kuman Shorma)

Ex-Priru'sal

Signature and Seal of SECOND PARTY

Drafted by:

Paramananda Kakoty, Advocate