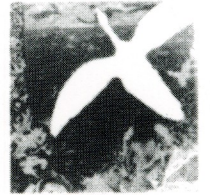


COUNTERSIGNED COPY



INDIA FOUNDATION FOR THE ARTS

I F A

Ms Pooja Sood
Chairperson
KHOJ International Artists Association
A 74-A, South Extension Part II
New Delhi – 110 049

March 14, 2005

2004-1-010
Grant Number

Dear Ms Sood,

I am pleased to inform you that India Foundation for the Arts (IFA) has approved a grant of Rs 6,66,000/- (Rupees Six Lakh and Sixty Six Thousand only) to enable you to hold a series of three annual residencies for young artists. This grant is being made in response to your proposal submitted under IFA's arts education programme and your letter of request dated March 10, 2005.

The following terms apply to your use of the grant funds:

DURATION

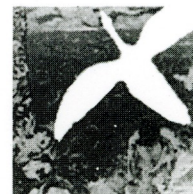
Grant funds will be available over a period of three years beginning March 15, 2005.

APPLICATION OF FUNDS

Grant funds may be expended only for non-profit purposes and in fulfillment of the objectives outlined in the project proposal.

Funds must not be used to carry on propaganda or otherwise attempt to influence legislation or the outcome of any public election; to conduct programmes to register voters; to undertake any activity for any purpose which is not exclusively charitable, scientific, literary or educational; or to make grants to other organisations or to individuals.

Grant funds must be physically segregated in a separate bank account established and maintained exclusively for charitable, scientific, literary or educational purposes. Receipts and expenditures of such funds should be shown separately in your accounting records. Your organisation must hold such accounting records, as well as copies of the reports submitted to IFA, for at least four years after grant funds have been fully expended and make them available to IFA for examination upon request.



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The total commitment of IFA is limited to the amount approved in this letter. Any expenses incurred on the project beyond the approved limit will be the responsibility of your organisation.

It is also understood that grant funds will be used substantially in accordance with the attached budget categories. No substantial variances will be made from the budget without IFA's prior approval in writing.

Any funds not expended or committed for the purposes of the grant, or within the term of the grant, will be returned to IFA.

PAYMENT TERMS

Grant funds will be released in periodic instalments, consistent with the needs of the project.

Payments will be made only after the receipt of (i) the countersigned copy of this grant letter, and (ii) a specific payment request indicating the requirements for the initial year of the project.

Subsequent payment(s) will be made after the submission of updated narrative and financial statement and a mutually satisfactory review of grant-related accomplishments.

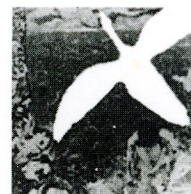
REPORTING OBLIGATIONS

Your reporting obligations to IFA cover a written narrative report on the progress of activities and a financial statement accounting for all funds released by IFA under the grant. You are also required to send us soft copies of these reports.

Narrative reporting

Narrative reports fall due on the last date of each financial year of your organisation after the commencement of the grant. Your narrative report should be submitted within 60 days after it falls due, and should describe the progress of activities during the reporting period. In addition to these interim reports, a comprehensive final report should be submitted at the end of the grant period, which should describe and assess grant-related activities, accomplishments, problems and lessons during the entire term of the grant.

The interim/final reports, signed by an appropriate officer of your organisation, should be in duplicate and should include two copies of any publication, audio, video or other product resulting from this grant. IFA shall have the right to make additional copies of any grant product.



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Financial reporting

Your financial statement should account only for funds granted by IFA and should be submitted along with your narrative report. These interim financial statements should reflect the actual expenditure under the various approved budget categories during the reporting period. In addition, a comprehensive financial statement reporting all expenditures during the entire grant term should be submitted at the conclusion of the grant.

The financial statement should conform as far as possible to the format suggested in the attached grant reporting and operating guidelines. A responsible officer of your organisation should sign the report certifying its accuracy.

COPYRIGHTS AND ACKNOWLEDGEMENTS

Copyright on materials resulting from the grant remains with the authors of such materials unless expressly transferred in writing to IFA.

IFA, however, retains the right to access these materials, to reproduce them in IFA's communications, and to make copies in the interest of wider dissemination.

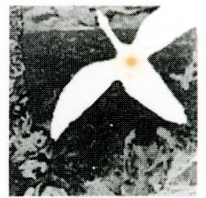
All activities and products in the public domain – such as exhibitions, stage productions, videos, audio tapes and publications – resulting from the grant should carry appropriate acknowledgement of IFA's support. In some cases, IFA may also require acknowledgement of specific donor contributions, if any, enabling IFA to make this grant. Grantees should consult IFA beforehand regarding the manner in which IFA's support should be acknowledged.

MONITORING

IFA will monitor grant progress as needed through site visits and examination of relevant records by its officers or consultants.

ABROGATION OF GRANT

If under some rare and unusual circumstances, IFA comes to the conclusion that grant funds are not being used for the purposes intended, or if the funds are diverted or misapplied to the prejudice of the fulfillment of the objectives of the grant, or if the funds are not fully and properly accounted for, or if there is grave delinquency in reporting to IFA as prescribed in the grant letter, IFA reserves the right to terminate the grant before the expiry of the term, suspend all grant payments and recover any funds improperly used



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contrary to grant purposes. A similar premature termination will be applied in cases where it becomes impossible to implement grant activities for reasons beyond control.

IFA shall not be responsible for any loss or prejudice to your organisation or any third person in consequence of any act or omission of or by the IFA, its Trustees, Executive Director or staff in connection with the grant being hereby made to your organisation including any premature termination of the grant and you agree to indemnify and hold harmless each of the IFA, its Trustees, Executive Director and staff in respect of any claim for such loss or prejudice.

If this letter and the attached budget correctly set forth your understanding of the terms of this grant, will you please indicate your organisation's agreement to such terms by countersigning the attached copy of this letter and returning it to IFA.

On behalf of IFA, may I extend every good wish for the success of this important endeavour.

Sincerely,

Anmol Vellani
Executive Director

Accepted and agreed

By: Pooja Sood

Title: CHAIRPERSON/DIRECTOR

Signature: Pooja Sood

KHOJ INTERNATIONAL ARTISTS' ASSOCIATION
(Name of the organisation)

Date: 31-MAR-2005

Financial year ending on: 31-MAR-2005

Payment cheque should be in favour of: KHOJ INTERNATIONAL ARTISTS' ASSOCIATION

Address: S-17 KHIRKEE VILLAGE EXTENSION, NEAR MALVIYA NGR
NEW DELHI - 110017



INDIA FOUNDATION FOR THE ARTS

I F A

2004-1-010
Grant Number

Budget

Travel and living costs	Rs 4,65,000
Documentation and catalogue	75,000
Administration and communications	60,000
'Open studio day' costs	60,000
Local travel and honorarium	<u>6,000</u>
Total	<u>Rs 6,66,000</u>

(Amount in words: Rupees Six Lakh and Sixty Six Thousand only)

Anmol Vellani
Executive Director
India Foundation for the Arts

Dated : 20-Apr-2005

To
Mr. C. Jnanshekar
Manager – Management Services
India Foundation for the Arts
Bangalore – 560080
Tel : 3310583

Dear Sir

Thank you for the Grant Notification letter , and the draft .
Please find enclosed the countersigned copy.

Thank you



Manoj

For : KHŌJ International Artists Association