



उत्तर प्रदेश UTTAR PRADESH

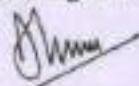
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Agreement between DAV College Trust and Management Society,
Chitragupta Road, Paharganj, New Delhi- 140055
&
Obra Thermal Power Station, Obra, Sonbhadra, Uttar Pradesh


This agreement made this 10th day of the month May, 2018 between the DAV college Trust and Management Society, a society registered under the Societies Registration Act, 1860 and having its registered office at New Delhi herein after referred to as "The Society" (which expression unless excluded by or is repugnant to the context, shall include its successor and assigns of the one part and the Obra Thermal Power Station, Obra, Public Sector Enterprise called the "Enterprise" which expression unless excluded or is repugnant to the context shall include its successor and assigns of the other part.

The Enterprise has a project at Obra, District- Sonbhadra (U.P) and is keen to provide certain amenities to its employees; one of the amenities being the provision of Educational Facilities for the wards and dependents of its employees.

For achieving this objective the Enterprise is desirous of setting-up an English Medium School in the area of its township at Obra for the benefit of the Children of the Employees of its Projects and Others in the vicinity of the Enterprise. The Enterprise has approached the Society, which has been successfully running and managing Schools and the Colleges throughout India, for Establishing and running an English Medium Public School as stated above in its vicinity.


CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
OBRA—SONEBHADRA


PRINCIPAL
D.A.V. PUBLIC SCHOOL
OBRA THERMAL PROJECT
PG-OBRA, DIST-SONEBHADRA
PIN-231209


General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 055



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In pursuance of the wishes of the Authorities of the Enterprise the Society has agreed to establish, administer, and run the school at the Project site.

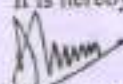
A Under the terms and conditions herein after set forth, the Society hereby agrees to establish a composite Co-educational Senior Secondary School in English Medium from Pre Primary Classes leading to Class XII on Public School Lines in a phased manner. The school shall be got affiliated by the DAV College Managing Committee of the Society, with the Central Board of Secondary Education, New Delhi.


B The School shall be an English Medium School, but teaching of Hindi and Sanskrit will also be given equal importance ~~Hindi Medium~~. The School will follow all India syllabus for the Secondary & Senior Secondary Classes as per 10+2 pattern of the Central Board of Secondary Education, New Delhi or any other pattern mutually agreed with Enterprise.

C The School shall be known as DAV Public School, Obra, District- Sonbhadra (U.P) and will be directly governed and controlled by the DAV College Managing Committee, New Delhi, on behalf of the Society. Day to day Management of the School shall however, vest with the Local Managing Committee (LMC) which shall be constituted by the DAV College Managing Committee for three years at a time to be reconstituted for like periods.

AND WHEREAS it was further mutually agreed to reduce to writing the terms and conditions mutually agreed to, hence, this Memorandum of understanding through Chief Engineer & Project Coordinator for and on behalf of the Enterprise and General Secretary, DAV College Trust and Managing Committee for and on behalf of the Society so as to serve as a record for reference hereafter.

It is hereby agreed to by the parties hereto as follows:


CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
OBRA SONBHADRA


General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 055

DAV PUBLIC SCHOOL
OBRA THERMAL PROJECT
SONBHADRA

भारतीय गैर न्यायिक

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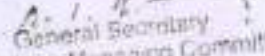
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MEMORANDUM OF AGREEMENT
FINAL DRAFT

1.0	General
1.1	That under the terms and conditions, hereinafter set forth the Society hereby agrees to establish a composite Co-educational Senior Secondary School in English Medium from Class LKG leading to Class XII on Public School lines in a phased manner. The school shall be got affiliated by the D.A.V. College Managing Committee (D.A.V. C.M.C.) or the Society, with the central Board of Secondary Education, Delhi.
1.2	That for getting the school affiliated with the Central Board of Secondary Education, New Delhi, the Enterprises shall provide a certificate to the effect that the school has been sponsored by the Enterprise but its management and administration has been handed over to the DAV College Managing Committee, New Delhi
1.3	That the school shall be directly managed, controlled and administered by DAV College Managing Committee, New Delhi, through a Local Managing Committee(LMC)
1.4	That the school shall be directly managed, controlled and administered by DAV College Managing Committee to ensure the smooth functioning of the school.
1.5	That the term of the agreement shall initially be for a period 30 (Thirty) years which shall be renewable thereafter for such period as may be mutually agreed upon
2.0	Local Managing Committee
2.1	That the D.A.V. College Managing Committee shall constitute a Local Managing (L.M.C.) consisting of the following members for efficient running of the school. The term of the Committee shall be three years


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General Secretary
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New Delhi-110 055.


PRINCIPAL
D.A.V. PUBLIC SCHOOL
OBRA THERMAL PROJECT
PG-OBRA, DIST. SONEBHADRA
U.P. PIN-231219

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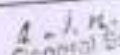
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	(a) Representative of the Enterprises including the Chairman who would be the Chief Executive/Head of the Enterprise/Project or person nominated by Managing Director- 3
	(b) Representative of the DAV College Managing Committee to be nominated by DAIVCMC- 3
	(c) Educationists to be nominated by the D.A.V.C.M.C-2
	(d) Teachers' Representative- 2
	(e) Parents' Representative- 2
	(f) C.B.S.E. Nominee- 2
	(g) Head of the school as Member Secretary of the LMC- 1
	(h) Govt. Nominee, if required.- 1
2.2	That the Vice-Chairman shall be one of the representatives of the DAV College Managing Committee nominated on the L.M.C.
2.3	That the school LMC shall function as per the policies laid down by the DAV College Managing Committee and shall work for and on behalf of the DAV College Managing Committee to ensure the smooth functioning of the school.
3.0	Appointments: DAV College Managing Committee shall appoint the Head of the school. The Other members of the staff will be selected by an ad-hoc Selection Committee, which will be constituted by the DAV College Managing Committee on which there will be one or two representatives of the Enterprise.
3.2	That the selection of the staff will preferably be done at the place where the school is located.


CHIEF GENERAL MANAGER
BARBHA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
BARBHA—SONEBHADRA


General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 055


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DAV PUBLIC SCHOOL
BARBHA THERMAL PROJECT
SONEBHADRA



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3.3	That the member of the staff shall be paid their salaries and allowances etc. as per norms of the D.A.V.C.M.C.
3.4	That the Head of the school shall be provided free residential accommodation by the Enterprise while the teachers and other staff subject to availability, shall be provided accommodation on the same terms and conditions as is provided to the employees of the same status of the Enterprise. As per rules electricity charges shall be applicable extra on metered supply basis to the Teachers and other staff of the School against the allotted accommodation. The rent chargeable shall not exceed 10% of the basic pay of an individual member of the staff. The staff and their families shall only be entitled for free medical treatment as may be available in Obra Project Hospital, Obra.
3.5	That the Enterprise shall provide a staff car/Van to be kept under the charge of the Head of the school to be used for official purpose.
3.6	That the school shall prescribe the Textbooks from Class LKG to Class VIII, prepared by DAV CMC, New Delhi. The other Arya Samaj literature & journals, as provided by the DAV CMC will have to be subscribed by the school.
3.7	That the Enterprises will ensure that the contribution of school's share to provident Fund, Gratuity, Leave Encashment and other benefits maintained by the management are remitted by the school to the DAV College Managing Committee regularly each month and are incorporated in the Annual Budget. Till affiliation or self sustainability which is earlier (through deficit grant)
	That the staff of the school shall be the employees of the Society for all intents and purposes and shall be appointed for that particular school. If at any time the school is closed at the Instance of the Enterprises, the services of the teachers/staff can be terminated on three months notice or pay in lieu of and compensate to them, as shall be paid as provided in clause 8.0 of the agreement subject to provisions made in clause 6.

[Handwritten Signature]

CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
OBRA—SONEBHADRA

[Handwritten Signature]
General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 055

[Handwritten Signature]
PRINCIPAL
D.A.V. PUBLIC SCHOOL
OBRA THERMAL PROJECT
OBRA, DISTT. SONEBHADRA
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4.0	Admission:
4.1	That the admission of students to the school will be on merit based on test and interview. Preference for admission will be given to the wards of the employees of the enterprise and the School staff. The wards of the school staff will be given full fee concession (to the maximum of two children) studying in the school, If the seats are available admission may also be given by the head of the school to the outsiders subject to the prior approval of the Chairman, LMC
4.2	That the School Local Managing Committee shall propose the fee schedule in such a manner that the school becomes financially viable so that there is no deficit and the same shall be got approved from the DAV College Managing Committee. However the school will charge fees from the wards of the employees of the Enterprise according to the yardstick fixed by the Enterprise.
5.0	Land, Building and Capital Expenditure:
5.1	That the Enterprise shall provide at least 2 acres of land for one senior secondary school and shall also provide properly constructed building on a nominal Rent of Rs 1 /- per annum for running the school. The building shall be according to the norms laid down by the Central Board of Secondary Education, New Delhi and the D.A.V. College Managing Committee.
5.2	That the Enterprise shall provide all the amenities like water, electricity, furniture, science apparatus and equipments, library books, sports materials etc. to the school for smooth functioning of the school but its maintenance, repair and replacement is responsibility of society. Water and electricity will be items for which supply will be chargeable from the society at the rate fixed by Enterprise from time to time.
6.0	Recurring Expenditure:
6.1	The school will be made self-supporting by way of charging fee etc. That the

CHIEF GENERAL MANAGER
 COBRA THERMAL POWER PROJECT
 U. P. R. V. U. N. Ltd.
 COBRA—SONEBHADRA

General Secretary
 DAV College Managing Committee,
 Chara Gupta Road,
 New Delhi-110 055

PRINCIPAL



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	Recurring expenditure of the school shall be met from the fee and funds etc. collected from the students, other revenue, donation etc. received by school, if any. The DAV Society shall not be liable for the deficit of the school, if any. Surplus money, if any, for this particular school shall be utilized only for the development of this school. However the enterprise shall bear only deficiency of expenditure for the first three (3) years or school comes in no loss situation whichever is earlier.
6.2	That the school shall pay to the DAV Collage Managing Committee each month 4% of the (Pay Band + Grade Pay) + D.A. of the school staff to cover its administrative charges. It will also make its contributions to the DAV Collage Managing Committee for Regional Director's Fund, Arya Vidya Sabha Contribution and Arya Pratinidhi Sabha Contribution. As per rules of the Society which shall be incorporated in the Annual Budget.
6.3	That the Principal of the school shall prepare the Annual Budget of the school and get it approved by the L.M.C. before sending it for approval to the DAV Collage Managing Committee.
7.0	Accounts and Audit:
	DAVCMC Account:- To be operated by any two of the office Bearers of the DAV Collage Managing Committee for an amount upto Rs.50,000/- (Rupees Fifty thousand only) and by any three office Bearers of the DAV Collage Managing Committee above Rs. 50,000/- (Rupees Fifty thousand).
b)	The School Account To be operated jointly by Head of the school and Manager/ Chairman of the Local Managing Committee CL.M.C.)
c)	The Pupil's Fund Account to be operated by head of the school jointly with the Manager/ Regional Director of the school in accordance with the rules of the DAVCMC. This fund would be utilized exclusively for the benefit of the school children

CHIEF GENERAL MANAGER
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 OBRA-SONEBHAORA

PRINCIPAL
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General Secretary
 DAV Collage Managing Committee,
 Chitra Gupta Road,



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d)	Internet Banking Account: The account shall be used exclusively for the purpose of depositing contribution towards the Employees Pension Scheme, ESI, Inspection Charges and /or any other statutory contributions announced by the Government from time to time. This account will be operated by the Head of the school. The balance in this account shall be maintained merely at the amount excess by one thousand than the amount required to be paid / contributed.
7.2	That the funds of the school shall not be used by the DAV College Managing Committee for any purpose other than that of the school.
7.3	That the accounts of the school shall be audited by Internal Auditors of the DAV College Managing Committee and by the Chartered Accountants to be appointed by the DAV College Managing Committee and if so desired, may also be audited by the auditors of the Enterprise. The report of the Chartered Accountant shall be placed before the L.M.C. for their information and necessary action.
7.4	That the travelling and other out-of-pocket expenses of the representatives of the DAV College Managing Committee on the L.M.C. or other officials required to attend the meeting, interview boards etc. on official assignment will be met from the school fund.
	That either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, may give a notice of atleast one/two years Academic Sessions for termination of the contract which will depend upon the date of serving of notice. However in case of termination of agreement before such period by the party (either DAV or Enterprise as the case may be) will bear all the liabilities of the staff by way of compensation for period closure subject to provisions made in clause 6.1..
9.0	That in case, at the initiative of either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, the contract is terminated, the school shall not have the name "DAV" attached to it.
10.0	In case any dispute or difference arises between the parties regarding any other

CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
OBRA—SONEBHADRA

Principal
DAV PUBLIC SCHOOL
OBRA THERMAL PROJECT
SONEBHADRA

General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 055



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	matter or thing arising directly under this Agreement, then and in such an event, the same shall be referred to the sole arbitration of an Arbitrator appointed by the mutual consent of both the parties and the award of such an arbitration shall be final & binding on both the parties to the said dispute within the meaning of the Arbitration and Conciliation Act 1996 or statutory modification or re-enactment thereof.
11.0	That the jurisdiction in the event of disputes arising out of the terms of the agreement shall be Delhi Courts only.
12	The Nigam employees children studying in DAV School, shall be admitted in any of the DAV School where our employee is posted on transfer
13	The difference between the salary of the teachers and staff and fees collection from the students shall be born by the Nigam for maximum three (03) years thereafter if the difference amount does not reduces to zero or the number of students in the school is not 300 then LMC will arrange the expenditure at their level.

[Signature]

CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U. P. R. V. U. N. Ltd.
OBRA—SONEBHADRA

[Signature]
General Secretary
DAV College Managing Committee,
Chitra Gupta Road,
New Delhi-110 035

[Signature]
PRINCIPAL
D.A.V. PUBLIC SCHOOL
OBRA THERMAL PROJECT
P.O.-OBRA, DIST. SONEBHADRA
U.P., PIN-231219



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In witness thereof the Parties have set their respective hands hereon the tenth day May month and the year 2018 above written.

Signature

[Signature]
10/05/18

Name- A.K. Singh
Designation- Chief Engineer & Project Coordinator,
Obra

CHIEF GENERAL MANAGER
OBRA THERMAL POWER PROJECT
U.P. P.U.N.
OBRA - SONEBHADRA

(For and Behalf on the Enterprises)

Signature

[Signature]

Name- R.S. Sharma
Designation- General Secretary,
Managing Committee, New Delhi

General Secretary
DAV College Managing Comm
Chitra Gupta Road,
New Delhi-110055

(For and Behalf on the Society)

Witnesses:

1. 12 June 10/05/18 (Signature)

Rajeev Kumar (Name and Address)
BE, (C), Obra Thermal Power Station
Obra - Sonabhadra (UP)

2. *[Signature]* (Signature)

ANURAG MISHRA
DAV CGM OFFICE (Name and Address)
OBRA THERMAL POWER STATION
OBRA SONEBHADRA (UP)

1. *[Signature]* (Signature)

Ransar Choudhary (Name and Address)
MD, DAV College, Chitra Gupta Road
(Jabberjee) New Delhi-110055

2. *[Signature]* (Signature)

MAHENDER KUMAR
DAV College Managing Committee
Chitra Gupta Road (Name and Address)
New Delhi

[Signature]
PRINCIPAL
D.A.V. PUBLIC SCHOOL
OBRA THERMAL PROJECT
PG-OBRA, DIST-SONEBHADRA
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