

100Rs.




AGREEMENT

This agreement entered into this 31st day of May, 2008, between Koldam Hydro Power Project of NTPC, a company incorporated under the Companies Act, 1956 and having its Registered Office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 hereinafter referred to as "NTPC" (Which expression shall include its executors, administrators, successors and assigns) on the one part, and the DAV College Trust & Management Society, a Society registered under the Societies Registration Act, 1860 which has its Registered Office at Chitra Gupta Road, New Delhi, hereinafter called the "Society" (which expression shall include its executors, administrators, successors and assigns) through its General Secretary, Shri. R.S. Sharma on the other part, regarding setting up of an English Medium co-educational Public School at the Project site of Koldam Hydro Power Project at Jamthal NTPC Township, District Bilaspur, Himachal Pradesh.

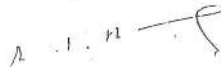
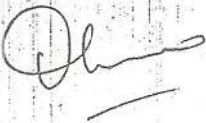
Whereas NTPC is desirous of setting up an English medium School on CBSE pattern in the residential area of the township at Jamthal for the benefit of the children of the employees who are working for the NTPC Project in the Project Site and approached the society for opening of an English Medium School.

And whereas it was mutually agreed to reduce to writing the terms and conditions mutually agreed to, hence, this memorandum of understanding through Sh. K.K. Sharma, Head of Project Koldam for and on behalf of NTPC and General Secretary, Shri. R.S. Sharma, DAV College Managing Committee for and on behalf of the Society, so as to serve as a record for reference hereafter.

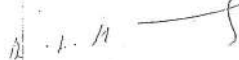
- 1.1 That for getting the School affiliated with the Central Board of Secondary Education, New Delhi, the NTPC shall provide a certificate to the effect that the school has been sponsored by the NTPC but its management and administration have been handed over to the DAV College Managing Committee, New Delhi.
- 1.2. That the name of school shall always have the words "D.A.V." prefixed or suffixed in the name of the school proposed by the NTPC, sponsoring the school.
- 1.3 That the school shall be directly governed and controlled by the D.A.V. College Managing Committee, New Delhi which is a functioning organ of the society.
2. Local Managing Committee:
- 2.1 That the DAV College Managing Committee shall constitute Local Managing committee (L.M.C.) consisting of the following members for efficient running of the school. The term of the committee shall be three years.
- | | | |
|----|---|----|
| a) | Representative of the D.A.V College Managing Committee including Chairman to be nominated by the DAVCMC. | -3 |
| b) | Representative of the NTPC including Vice-Chairman who would be the Head of the Power Station, NTPC. Koldam or his nominee. | -3 |
| c) | Educationalist to be nominated by DAVCMC. | -2 |
| d) | Teachers' Representative | -2 |
| e) | Parents' Representative | -2 |
| f) | C.B.S.E Nominees/Govt. Nominees - As per norms of State Govt. | |
| g) | Principal of the School or Member Secretary of the L.M.C. | -1 |
3. That the management of the Society shall open classes from LKG to I standard with effect from the Academic Session 2008-2009 at NTPC, Koldam and will be extended up to class V by adding one class in each academic year.
4. That the Society shall select and appoint qualified and experienced teachers and other staff to run the DAV Public School, Jamthal and the Principal will be appointed as an overall In charge of the school. One/two representatives of NTPC will also be associated as a member in all such selections. Further, the Society shall also ensure that the normal functioning of the school shall not suffer adversely for want of qualified and efficient teachers.



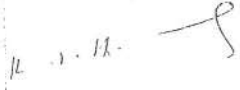
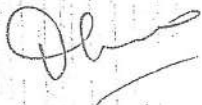

5. That NTPC will provide suitable school building consisting of class rooms and rooms for other facilities required to be provided in the school like Music Room; Craft Room, Indoor Games Room, Playground and any other area that the Managing Committee may deem fit for providing quality education with light, electricity, toilets and drinking water facilities for students and staff of the School up to Class V.
6. That NTPC will provide one unit of type-C quarter to serve as residence for the Principal. In addition, the other teachers and staff of the school posted at Jamthal will be provided with Type - B / A residential accommodation subject to availability. The accommodation shall be close to the school building to the extent possible and shall be provided with water, light, electricity, and sanitary fittings. The school will recover House Rent and the charges for electricity and water for residential buildings at rates applicable to NTPC employees and pay the same to NTPC.
7. That NTPC will meet all costs incurred by the Inspection Team detailed by the Society's Office towards TA and DA for carrying out inspection of the school at Jamthal in the interest of advancement and promotion of quality of education and for attending Managing Committee Meetings of DAV Public School, Jamthal.
8. That NTPC will provide all the staff members and the dependent family members of DAV Public School, Jamthal residing with them medical facilities (including medicine) available at NTPC TOWNSHIP HOSPITAL only. Reimbursement of any other treatment/consultation/purchase of medicine done elsewhere other than NTPC Township Hospital will not be admissible. NTPC will also extend all recreational facilities available in the township at par with those provided to NTPC Employees.
9. That DAV Public School, Jamthal will give priority to the children of the employees of NTPC in admission and can also cater to the needs of children of the employees of outside agencies who will be serving at NTPC Koldam and wards of outsiders only after accommodating wards of NTPC employees first. The wards of NTPC employees studying at DAV Public School, Jamthal on their transfer to a place where Society has a school will be allowed admission in the said school subject to vacancy being available.
10. Subject to the provisions above, the Principal of DAV Public School, Jamthal shall have full powers to decide about selection and admission of students based on merit and in accordance with principles laid down by the Managing Committee.



11. That the Management of the Society shall make all efforts to get the affiliation of the school with CBSE, and NTPC will extend its co-operation to achieve the same.
12. That the matters relating to disciplinary cases (and all other service matters) of the employees of DAV Public School, NTPC Jamthal, the Local Managing Committee of the school will have powers to deal with them subject to the approval of the DAV CMC.
13. The budget estimates will incorporate expenditure for remittances to be sent to DAV CMC each month for Provident Fund, Gratuity Pool Fund, and Leave Encashment Fund. It will also provide for remittance for Regional Director's Fund and Arya Vidya Sabha at the rates determined by the Society.
14. The Managing Committee shall be free to fix the fees for the wards of those who are not employed in NTPC subject to a minimum of the rates for respective classes fixed for the wards of NTPC employees. The fee structure shall be so designed that the recurring/revenue expenditure is fully met out of the tuition/annual fees. The Local Managing Committee will charge fees from the wards of NTPC employees according to the yardsticks set by NTPC representatives.
15. That NTPC will provide accommodation and furniture for library and give appropriate grant every year for building up and developing the library.
16. NTPC will also provide suitable facilities/equipments for development of games/sports and other extra-curricular activities and provide suitable grant per annum. In which case, the students will not be charged any library fee, laboratory fee or games fee. The need for and amount of grant will be reviewed based on the requirement of the library/laboratories/games and sports/other extra-curricular activities by the managing Committee from time to time.
17. That in case the number of students in any class is less than 40, NTPC shall compensate towards shortfall in the realization of fees equivalent to monthly fees for the number of students in respective class by which the total number of students in each class falls short of 40. The annual increase in fees of the students, on provisional basis, for the ensuing year will be linked and equivalent to the raise in DA announced by the Government of the current financial year. However, the Management of the school shall submit the statement of Income & Expenditure annually to the Managing Committee of the school. After a period of 5 (five) years the fee structure shall be reviewed.



18. That NTPC will provide furniture, audio-visual, play material and other Aids required for the upkeep of the standards of the school. NTPC at its discretion may inspect these items through its authorized representatives whenever it is felt necessary.
19. That in the accommodation provided by NTPC, the school management will carry out only activities which are connected with or incidental to the imparting of education to the children and connected activities and also to hold activities for advancement of quality education. However, the aforesaid school authorities will have to follow the rules and regulations of the township as may be enforced by NTPC management from time to time.
20. The school building, fixtures, fittings, library, laboratory materials and all such other assets which will be provided by NTPC in the initial stages or during the period of the agreement will be given on lease to the Society. In consideration thereof the NTPC will charge a lease rent of Rs.1/- per annum and all these assets shall stand transferred to NTPC on termination of the agreement.
21. That the terms of the agreement shall initially be for a period of 30 (thirty) years renewable thereafter for such period mutually agreed upon.
22. Recurring Expenditure
- 22.1 That the NTPC shall required to meet the total deficit, if any, on running the school after deducting the income of the school realized as fee etc from the student, however it will be reviewed after a period of 5 years.
- 22.2 That the school shall pay to the DAV College Managing Committee an amount equivalent to 8% of the total revenue budget of the school or Rs.1,00,000/- (Rs. One lakh only), whichever is higher, as administrative and service charges per annum, which will be reviewed after a period of 5 years.
- It will also make its contribution to the DAV College managing Committee or Regional Director's Fund and Arya Vidya Sabha & Arya Pradeshik Pratinidhi Contribution at the rate to be determined by the DAV College managing from time to time, which shall be incorporated in the Annual Budget.
- 22.3. 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 College Managing Committee. The NTPC will meet the deficit of the school in accordance with the approved budget.



23. Accounts and Audit.

23.1 That all the funds of the school shall be deposited in a Scheduled or Nationalized Bank at the Project Site. The School shall maintain three accounts in the bank as follows:

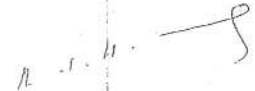
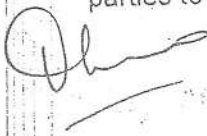
- a) DAV College Managing Committee Account: to be operated by the representatives of office bearers of the DAV College Managing Committee.
- b) The School Account: to be operated jointly by the Head of the school and one of the representatives of the NTPC nominated by the Chairman of the Local managing Committee (L.M.C.)
- c) The Pupil's Fund Account: to be operated by the Head of the school jointly with the manager/Regional Director of the school in accordance with the rules of the DAV CMC. This fund would be utilized exclusively for the benefit of the school children.

24. 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.

25. That the accounts of the School shall be audited by the Internal Auditors of the DAV College Managing Committee and by the Chartered Accountants to be appointed by the DAV College managing Committee. The report of the Chartered Accountant shall be placed before the L.M.C for their information and necessary action.

26. That the staff of the school shall be the employees of the Society and they will be governed by the service rules of the DAV College managing Committee. If at any time, the school is closed at the instance of the NTPC, the services of the teachers /staff can be terminated on three months notice or pay in lieu thereof and the NTPC shall compensate them. In case, the school is closed at the instance of the Society, the Society shall compensate the staff/teachers according to its own rules.

27. That all questions relating to the interpretation and meaning of this agreement and all other disputes and differences arising between the parties hereto either during the substance or upon termination shall be referred to the JOINT ARBITRATION OF (1) President of the Society and (2) head of project, NTPC-Koldam whose decision shall be final, conclusive and binding on the parties to this agreement.



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- 28. 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 at least two years (Two Academic Sessions) for termination of the contract.
- 29. That the jurisdiction in the event of disputes arising out of the terms of the Memorandum of Understanding shall be Delhi Courts only.

In witness thereof the Parties have set their respective hands hereon the 21st Day _____ month May and the year 2008 above written.

Signature [Signature]
 Name R. S. SHARMA
 Designation GENERAL SECRETARY
 (For and on Behalf of DAV College Management Committee, New Delhi)

Signature [Signature]
 Name K.K. Sharma
 Designation Head of Project, Koldam
 (For and on Behalf of NTPC)

General Secretary
 D.A.V College Managing Committee
 Chitra Gupta Road, New Delhi-55

Witnesses 1:

[Signature]
 (PRAVEEN GOLA)
 SR. MGR (HR), NTPC
 KOLDAM

Witnesses 2:

[Signature]
 (M. L. Sekhri)
 Secy
 D. A. V. College Mg. Committee
 Chitra Gupta Road
 New Delhi