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**DAV COLLEGE MANAGING COMMITTEE**  
**CHITRA GUPTA ROAD, NEW DELHI - 110055**

ADFL-TG-004-12086

1765

Dated : 2019

17.7.2019

The Principal  
DAV BDL Public School,  
BDL Township, Bhanoor,  
Distt. Medak (A.P.)- 502305.

**Subject :- Renewal/forwarding of previous agreement.**

Sir,

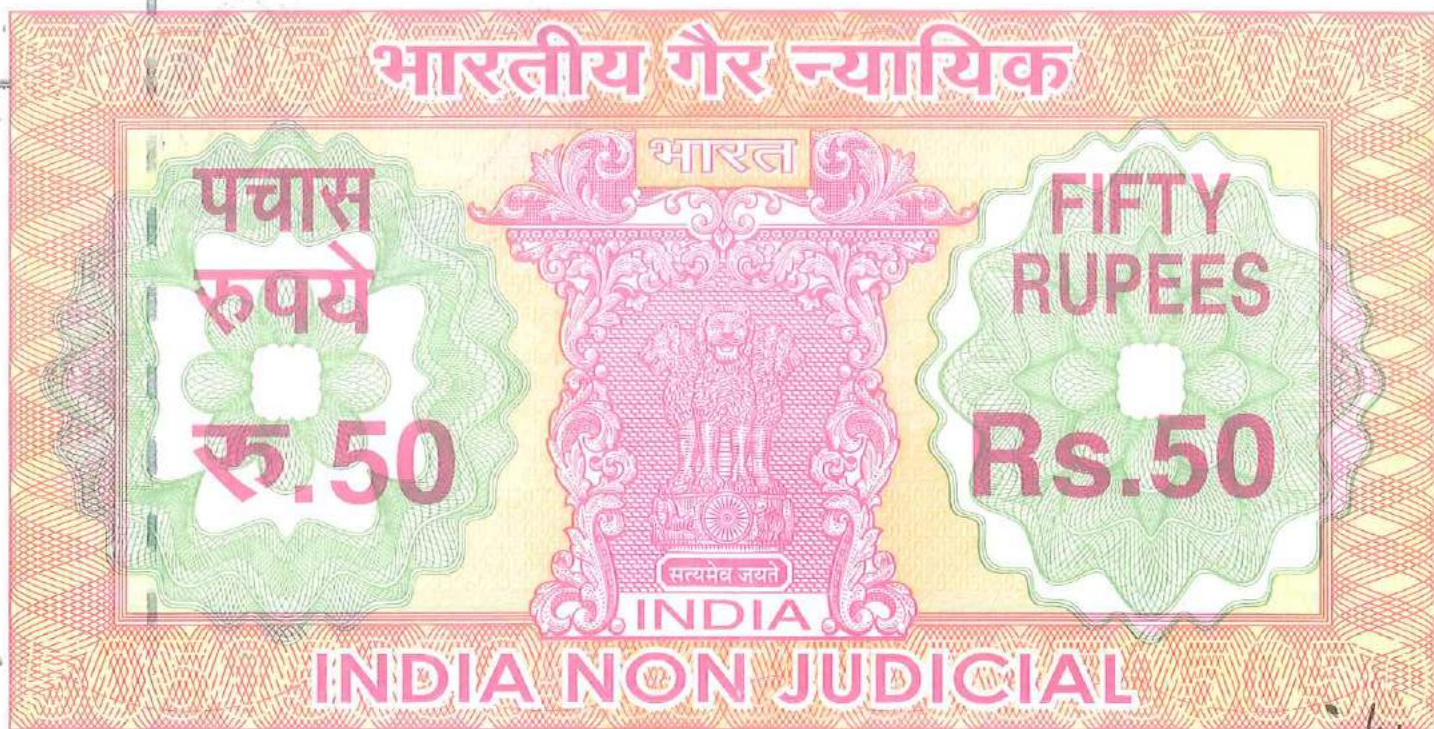
Please find enclosed herewith one original copy of the renewed MOU dt. 27.7.2019 for a further period of ten years w.e.f. 27.07.2019 duly signed by the General Secretary, DAV College Managing Committee for your perusal and record.

Yours truly,

( J.P. Shoor )  
Director (PS-I)

17/7/19

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తెలంగాణ తెలంగాణ TELANGANA

SI No. 5591 Date 28-6-19 Rs. 50

Name Ch. Vikram

S/o. W/o. Dr. Ch. Lakshana Swamy

R/o BDLTS Bhanur

For Whom Bharat Dynamics Ltd Bhanur

AGREEMENT

M 136347

M. NARSIMULU

LICENCED STAMP VENDOR

License No. 15-24-026/2007

Renewal No. 15-24-034/2019

H.No. 1-57 Singapur (V).

Shankarpally (M), R.R. Dist.

Cell: 9949205983,

This Agreement made on this 27 Day of Month 07, 2019 between Bharat Dynamics Limited, Bhanur ( A Government of India Undertaking under Ministry of Defence) registered under the Indian Companies Act, 1956 having it corporate office at Financial District, Hyderabad, Telangana hereinafter referred to as the "Company" (which expression includes its successors and assigns) of the one part and Dayanand Anglo Vedic Trust and Management Society, a Society register under the Societies Registration Act (Act No. XXI of 1860) and having is registered office at Chitrugupta Road, New Delhi hereinafter referred to as the "Society" (which expression includes its trustees for the time being, successors and assigns) of the other part.

- (i) Whereas company in order to provide the educational facilities in the township of Bharat Dynamics Limited at Bhanur, entered into an Agreement for 30 years with the Society in July, 1989 for running school in the township of BDL Bhanur.
- (ii) And whereas the agreement provide that it was open for company to review and renegotiate the terms and conditions with the society for running the school the company, has negotiated the terms and conditions with the society.

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## 2. School Managing Committee:-

- 2.1. That the DAV College Managing Committee shall constitute School Managing Committee (SMC) consisting of the following members for efficient running of the school. The term of the SMC shall be for three years.
- a) Chairman – to be nominated by the Company
  - b) Two representatives of the Company
  - c) Three representatives of DAV College Managing Committee.
  - d) Two CBSE Nominees nominated by the Principal.
  - e) Two representatives of Parents/Guardians to be nominated by the Principal.
  - f) Two representatives of Local Educationists/Academicians to be nominated by the DAV College Managing Committee.
  - g) Two representatives from teaching staff of the school to be nominated by the Principal.
  - h) Principal of the School Ex-Officio Secretary.

The Vice-Chairman shall be one of the representatives of the DAV College Managing Committee nominated by the SMC.

- 2.2. That the minimum quorum for the meeting is Seven Members including minimum two members from each side.
- 2.3. That the SMC shall function as per the policies laid down by the DAV College Managing committee and shall work on behalf of the DAVCMC to ensure the smooth functioning of the school.
- 2.4. That the School SMC shall meet as and when necessary but for a minimum of four times in an academic year.
- 2.5. Only with the express instruction of the SMC, the income generated from this school shall be used for the development of the school, infrastructure, training innovation, and scholarship and welfare activities of students.

## 3. Appointments:-

- 3.1. That the DAV College Managing Committee shall appoint the Head of the school whose selection shall be done at the Headquarter by the Society, Delhi.
- 3.2. Other staff member will be selected by the selection committee which will be constituted by the DAVCMC. Selection will be made as per procedure prescribed by the DAV CMC at the place where the school is located.
- 3.3. That the members of the school staff shall be paid their salaries and allowances etc as per rules and regulations of the DAV College Managing Committee.

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- 3.4. That the Head of the School shall be provided free residential accommodation by the Company, while the teachers and other staff subject to availability on the same terms and conditions as is provided to the employees of the Company of the same status. The rent chargeable shall not exceed 5% of the Basic Pay of an individual member of the staff.
- 3.5. That the Company shall provide Staff Car/Van to be kept under the charges of the Head of School to be used for official purpose.
- 3.6. That the Company will ensure that the contribution of School's share towards Provident Fund, Gratuity, Leave Encashment, EDLI and other benefits of the staff of the school are remitted by the school to the DAV College Managing Committee, New Delhi regularly each month and are incorporated in the Annual Budget.
- 3.7. That the staff of the school shall be employees of the DAVCMC and they will be governed by the service rules of the DAVCMC.
- 3.8. In case of closure of the school, the amount of compensation to the staff shall be met out of the fund of the school and if the funds of the school are not found sufficient the excess amount shall be paid by the Company on behest of which is School is closed.

**4. Land Building and Capital Expenditure:-**

- 4.1. That the company shall provide at least five acres of land for one Secondary and Sr. Secondary School and shall also provide properly constructed unique and hazard free school building for running the school. The building shall be according to the norms laid down by the CBSE and the DAVCMC. That the land and school building constructed/ to be constructed or expended thereon shall always be ownership of the Company. The Company shall charge monthly rent of Rs 1/- (Rupee One only) from the Society for the use of the building for the purpose of running the school.
- 4.2. That the Company shall provide all the amenities like water, electricity furniture, science apparatus and equipments, library books, sports materials etc. and maintenance of school building regularly for smooth functioning of the school.

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#### 5. Recurring Expenditure:-

- 5.1. That the Company shall be required to meet total deficit (100%) on running the school after deducting the income of the school realized as fees etc from the students. The Society shall not liable for the deficit of the school if any.
- 5.2. That the Company shall pay to the DAVCMC each month 7% of the Pay Band + GP+DA of the school staff to cover its administrative charges.
- 5.3. The company shall pay its contribution to DAVCMC towards Arya Vidya Sabha, Arya Pradeshik Pratinidhi Sabha and R.O. Fund as per rules of the Society which shall be incorporated in the annual budget.
- 5.4. That the Principal of the school shall prepare the annual budget of the school and get it approved by the School Managing Committee before sending it for approval to the DAVCMC.

#### 6. Accounts and Audit:

- 6.1. That all the funds of the school shall be deposited in the Scheduled or Nationalized Bank at the project site. The school shall maintain the following three accounts in the bank as under:
  - a) **School Account ( A Unit of Dayanand Anglo Vedic College Trust and Management Society):-** To be operated by the Head of the School jointly with Manager/Chairman, School Managing Committee.
  - b) **Pupils Fund Account:-** To be operated by the Heads of the school jointly with the Manager/Regional Officer of the School in accordance with rules of the DAVCMC. This fund would be utilized exclusively for the benefit of the school students.
  - c) **Statutory Contributory Account:-** It shall be an account with Internet Banking Facility and shall be used exclusively for the purpose of depositing contribution towards the employees' pension scheme, ESI, Inspection charges and / or any other Statutory Contribution announce by the Government from time to time. The Account will be operated by the Heads of school. The balance in this account shall be maintained merely at the amount excess by one thousand rupees than the amount required to be paid/contributed.

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- 6.2. That the accounts of the school shall be Audited by the Internal Auditor of the DAV CMC and by the Chartered Accountant appointed by the DAVCMC. The report of Chartered Accountant shall be placed before the School Managing Committee (SMC) for their information and necessary action.
- 6.3. That the traveling and other out of pocket expenses of the representatives of the DAVCMC or the SMC or other officials required to attend the meetings, interview boards etc on official assignments will be met from the school funds.

**7. Admissions:-**

- 7.1. The admission of the students to the school will be on merit based on test and interview. Preference will be given to the wards of the employees of the company and the school staff. The wards of the school shall be given full free concession to the maximum of two children studying in the school. If the seats are available, admission may also be given to the outsiders.
- 7.2. That the school will charges fee from the wards of the employee of the company according to the yardsticks fixed by them but from the outsiders School Managing Committee would be free to charge the fee as many be prescribed by it.
- 7.3. That the admission under RTE as per existing rules shall be applicable.
- 7.4. That the school shall prescribe the Text books from Class LKG to Class VIII, prepared by DAV CMC, New Delhi. The other Arya Samaj Literature and Journals as provided by the DAV CMC will have to be subscribed by the School.
8. That either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, shall give a notice of at least two years (two academic session) for termination of the MOU. In case of termination of agreement on the behest of the company before the prescribed period, the company will bear all the liabilities of the staff by way of compensation.

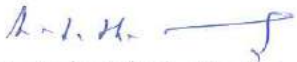
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9. That in case the MOU is terminated at the initiative of either party, the school shall not have "DAV" attached to its name.
10. That the dispute(s), if any shall be subject to arbitration if mutual consultations between the Society and Company fail to resolve the issue. The arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time.
11. That the jurisdiction in the event of disputes arising out of the terms of the MOU shall be Delhi Courts only.


In witness thereof the parties have set their respective hands here on the day month and year above written.

  
For and on behalf of  
DAV COLLEGE TRUST AND  
MANAGEMENT SOCIETY.  
General Secretary  
DAV College Managing Committee  
Chitra Gupta Road,  
New Delhi-110055  
Witness:

1.   
Director (PS-I)  
D.A.V. College Managing Committee  
Chitra Gupta Road, New Delhi-110055

2.   
(Dr. P. V. SETHI)  
Hon. Treasurer.

DAV College Managing Committee  
Chitra Gupta Road,  
New Delhi-110055

  
For and on behalf of 1/7/19  
BHARAT DYNAMICS LIMITED  
शिवानंद खानापेट/SHIVANAND KHANAPETH  
महा प्रबंधक (भा.इ.)/GENERAL MANAGER (BU)  
भारत डायनामिक्स लि. / BHARAT DYNAMICS LTD.  
भानूर, संगारेड्डी / BHANUR, SANGAREDDY-502305

Witness:

1.   
एम. राधा कृष्णन/M. RADHA KRISHNAN  
अपर महाप्रबंधक (वित्त)/ADDL.GEN.MANAGER (FIN)  
भारत डायनामिक्स लि. / BHARAT DYNAMICS LTD.  
भानूर, संगारेड्डी / BHANUR, SANGAREDDY-502305

2.   
सी.एच. विक्रम / CH. VIKRAM  
उप महा प्रबंधक (का. एवं प्रशा.)/Dy.Gen. Manager (P&A)  
भारत डायनामिक्स लि. / BHARAT DYNAMICS LTD.  
भानूर, संगारेड्डी / BHANUR, SANGAREDDY-502305