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A/C NO

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Current

MAA MAJHI GHARIANI TRUST

Achintya Radhakrishna Mohanty

SECRETARY

MAA MAJHI GHARIANI TRU

Please sign above

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DAV MANAGEMENT COUNCIL, NEW DELHI

MEMORANDUM OF UNDERSTANDING

This agreement (MOU) made on 29th day of month November 2024.

BETWEEN

DAYANAND ANGLO VEDIC MANAGEMENT COUNCIL, under DAV Management Trust, Regd. No.- 6241, PAN No.- AAETD3160C having its administrative office at K-11, Old Govind pura, Delhi 110051 hereinafter referred to as the "COUNCIL" (which expression includes its trustees/members) for the one part.

AND

MAA MAJHI GHARIANI TRUST, Regd. No.-41082201630, PAN No.- AAHTM7918E having its registered office at Plot No- N4/241, IRC Village, Bhubaneswar, Odisha 751015 herein after referred to as the "TRUST" (which expression includes its successors and assigns) of the other part.

Whereas the COUNCIL is an independent and autonomous executive body of DAV PUBLIC SCHOOLS (D. Anglo Vedic) and it has not attached and communicated with other DAV group.

Whereas the "TRUST" is desirous to open and operate a school in the name of DAV PUBLIC SCHOOL under the "COUNCIL" at Madhipur, Konark, Puri, Odisha Pin-752111 after getting completely clarification of all the terms and conditions of MOU with all documents of the Council by the reading well and verification in sound mind. So, the TRUST has submitted required documents with attested MOU copy, which is approved by the trust for provisional affiliation, next the school campus, building and the classrooms are verified through the inspection and it has approved by the "COUNCIL".

- i) Now the "TRUST" will sign of MOU and next receive provisional affiliation for 5 years and start their academic school building with educational enterer work, wall painting, playing items, furniture, playground, green garden and well infrastructure (own/rent) as per CBSE guidelines and complete before 31st day of month Dec 2024 then start marketing with admission, teaching and non-teaching staff appointment process from 1st Jan 2025. Next you will get support from the Council in academic matter as per its guidelines.
- ii) Whereas the "TRUST" in order to provide the educational facilities in the township of Konark, Puri, Odisha 752111 in session 2025-26 go to enter into agreement for life time with the "COUNCIL" for opening and running school but it can change in future for correction/addition new terms of the COUNCIL.

Punyotaya Baliyarasingh Mohapatra

NOW therefore this deed (9 pages) by way of general agreement is executed between both the parties on terms and conditions settled between them as detailed below:-

1. That, after grant of provisional/ permanent affiliation, the "TRUST" shall operate only one school in the name and style of D.A.V PUBLIC SCHOOL from Nursery to Class V and utilize the logo and trademark of the Council for the school.


President
Dayanand Anglo Vedic Management Trust



Acharya Roshakrishna Mohapatra
SECRETARY
MAA MAJHI GHARIANI TRUST
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2. That, in event of large number of students taking admission, the "TRUST" shall have the power to construct as many additional classrooms as necessary up to STD- VIII as per rules of state/central Govt. intimating about the same to the Council.
3. That, the school shall follow the syllabus and curriculum of NCERT books and syllabus on special subject prepared by the DAV Management Council, New Delhi.
4. That, the "TRUST" will pay administration fee Rs.1000/- +18% Tax (One thousand rupees only) annually for each student positively to the account of the Council/Trust by online mode in the time of admission/re-admission through SMC.
5. That, in case the "TRUST" defaults to pay the requisite fees to the Council within the aforesaid stipulated time then it shall be penalized to pay the amount of Rs. 2000/- + 18% Tax (two thousand rupees only) per student within a period of 15 days from that date. If this rule is not implemented strictly by the Trust, the affiliation (provisional/permanent) will be terminated by the COUNCIL.
6. That, the TRUST must fulfill all the conditions for getting U-DISE code/ opening permission/ recognition/ No objection certificate (NOC) of the state Govt. and will take CBSE affiliation before opening class IX in own responsibility.
7. That, the school shall have a School Managing Committee (hereinafter called as SMC). The maximum two members will be selected by the Trust/ Governing Body (hereinafter called as GB also) and intimate about the same to the Council.
8. That, the "TRUST" will conduct marketing, transporting, teaching materials, maintenance, staff payment & house rent etc. through SMC and take every responsibility of this school in accordance with state/ central Govt. guidelines.
9. That, the "TRUST" shall conduct the employees (teaching and non-teaching staff) for running school by SMC after appointment by the Council in contractual basis with proper interview and documentation.
10. That, all staff's salaries will not be paid less than minimum pay scale as per the state/central Govt. guidelines and will be stopped by us if found any irregularity with disorders.
11. That, non-teaching staff will be terminated by the SMC, if found their negligence and disorder but the teaching staff and school authorities (principal, vice-principal and any in-charge person) will be terminated by only the COUNCIL, if they are found being involved in any financial irregularity, dereliction of duty or engaged in any illegal works with sufficient prove.
12. That, the TRUST & SMC members, school authorities and all employees shall abide by the rules and regulations of the COUNCIL and the necessary changes that would be made them from time to time.
13. That, the "TRUST" through the SMC shall submit annually the audit report, student's achievement/ development report and student's strength and paid slip to the Council.
14. That, the "COUNCIL" shall audit, supervise and inspect the working of this institution and can transfer any authorities/teaching staff to another school of the same group.
15. That, during supervision and inspection if the "COUNCIL" or his authorized representatives find any deviation of rules and regulations created by employees of the school, the "TRUST" shall terminate them from service through SMC.



President

Dayanand Aglo Vedic Management Trust



Achintya Radhakrishna Mohapatra

SECRETARY
MAA MAJHI GHARIANI TRUST

Punyatoya Baliyatarasingh Mohapatra

29. That, the "TRUST" will manage every issue of the school and this affiliation is renewable year by year on payment of renewal fees before expiry date till getting permanent affiliation (service tax as applicable on every transaction).
30. That, the "TRUST" shall submit an affidavit before the executive magistrate to the effect that, the school shall be established in self-financial mode and TRUST shall not claim any financial or additional financial aid from DAV Management Council/Trust at any point of time. An under taking to the effect that, till such time the TRUST fulfills all the conditions of the COUNCIL/CBSE/state Govt. and does not get the opening permission from state govt., the TRUST shall not admit students.
31. That, the "TRUST" will pose private land in name of the School/Trust and build the attractive educational building and playground for CBSE affiliation before starting STD-IX as per CBSE guidelines of Govt. of India.
32. That, the students of same group will be admitted in the every class on the first priority and incase the students of disabled/BPL/weaker category can be admitted at free of cost/ special discount, if permitted by the "COUNCIL".
33. That, all the payment should be made in shape of cheque, demand draft, through online transaction only in favor of Dayanand Anglo Vedic Management Council/Trust.
34. That, "TRUST" can't open in the seminar name of DAV PUBLIC SCHOOL without permission of COUNCIL and can't transfer the students to other school and can't make bad behavior/ publicity to the Council.

Terms and Conditions for the school:

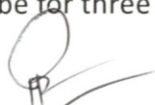
1. GENERAL:

The school in township of Konark, Puri, Odisha 752111 shall be run and administrated by this rules and regulations of the "COUNCIL". This MOU is proposed for period of till end of the school on this terms and conditions as may be mutually agreed upon.

- 1.1 The medium of institution will be English with Hindi and Local Language as compulsory subjects up to class VIII, pattern of syllabus will be on the basis of CBSE, New Delhi.
- 1.2 The number of classes and section to be added or reduced in every year to the school will be decided by the School Managing Committee (SMC) and intimated to Council every year.
- 1.3 The "COUNCIL" shall approve to appointment of the school authorities and teaching staff accordingly based on intimation by the SMC but the SMC will intimate the council after getting permission from the TRUST.
- 1.4 The name of the school shall be DAV PUBLIC SCHOOL, KONARK and Postal Address Plot No-272, (Khata No- 16) Mauja/At- Madhipur, (Ward No-10) Po/Ps-Konark, Dist- Puri, Odisha 752111.
- 1.5 The School is presently not affiliated to CBSE and the "TRUST" will take responsibility of all the matter of school with CBSE affiliation and also state government recognition/ NOC.

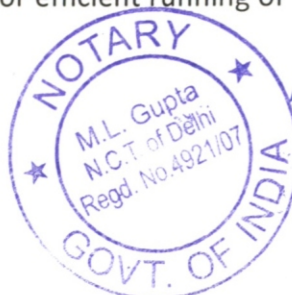
2. SCHOOL MANAGING COMMITTEE:

DAV Management Council, New Delhi 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.



President

Dayanand Anglo Vedic Management Trust



Achintya Radha Krishna Mohanty

SECRETARY
MAA MAJHI GHARIANI TRUST

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Punditji - Balibharasingh Mohapatra

- a) Chairman: To be nominated by the "TRUST"
- b) Vice-chairman: To be nominated by the "COUNCIL".
- c) 1 Member (Representative): To be nominated by the "TRUST".
- d) 1 Member (Adviser): To be nominated by the "COUNCIL".
- e) 2 Members (Representative of teaching staff of the School; First priority of Vice-principal/in-charge person/senior teacher): To be nominated by the Principal.
- f) 1 Member: School Principal.
- g) 2 Members: (Representatives of the school parents): To be nominated by the Principal.

(Members will be added by the Council in future, if need and the members will be terminated his/her membership at any time by the "COUNCIL", if irregularity, disobey any notice with rules and regulations of the council, terms and conditions of MOU and involvement in any antisocial activities and scam of money.

- a. That, the minimum quorum for the meeting is 2/3^d majority of total members including minimum 1 member from each side but either Chairman or Vice-chairman must preside the meeting.
- b. That, the SMC shall function as per the policy lay down by the "COUNCIL" and shall work on behalf of the COUNCIL to ensure the smooth functioning of the school.
- c. That, the SMC shall meet as and when necessary but for a minimum of 2 times in an academic year.
- d. That, 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:

- a. That, the "COUNCIL" shall appoint the principal, vice-principal, in-charge person and all teaching staff of the school whose selection shall be done through State Selection Board which will be constituted by the Council but the selective teaching staff will be provided by the SMC.
- b. That, other staff member will be selected by the SMC. Selection will be made as per procedure prescribed by the Council at the place where the school is located.
- c. That, the members of the school staff shall be paid their salaries, allowances and other benefits as per contract of service approved by both of the Council and Trust.
- d. That, the principal of the school shall be provided free residential accommodation by the "TRUST", while the teachers and other staff subject to availability on the same terms and conditions as is provided to the employees of the "TRUST" of the same status. The rent chargeable shall not exceed 10% of the basic pay an individual member of the staff.
- e. That, the "TRUST" shall provide staff car/van to be kept under the charges of the principal of the school to be used for official purpose.



President

Dayanand Agio Vedic Management Trust



Acharya Radhakrishna Mehrotra

SECRETARY
MAA MAJHI GHARIANI TRUST
Page 5 of 8

Punyatoya Ballabarsingh Mohapatra

- f. That, the "TRUST" 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 Council regularly each month and are incorporated in the Annual Budget.
- g. That, the staff of the school shall be employees of the "COUNCIL" and then will be governed by the service rules of the Council.
- h. That, in case of closer of the school, the amount of compensation to the staff shall be met out fund of the school and if the funds of the school are not found sufficient the excess amount shall be paid by the TRUST on behest of which is school is closed.

4. LAND BUILDING AND CAPITAL EXPENDITURE:

- a. That, the "TRUST" shall take at least 2 acres of land for pre-primary, primary, secondary, sr. secondary school and shall also need properly constructed unique and hazard free school building for running the school. The land and building shall be according to the norms laid down by the CBSE and the COUNCIL.
- b. That, the land and school building constructed/ to be constructed or expended there on shall always be ownership of the "TRUST" but initially the Trust can run the school in leased/rented basis till class-VIII, if allowed the state/central government.
- c. That, the "TRUST" shall take all the amenities like water, electricity, furniture, fire safety, science apparatus and equipment, library books, sports materials and playing items etc.

5. RECURRING EXPENDITURE:

- a. That, the "TRUST" 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 "COUNCIL" shall not liable for the deficit of the school if any.
- b. That, the "TRUST" shall pay positively administrative charges Rs.1000/- +18% Tax per student annually in time of admission through SMC to the Council by online mode.
- c. That, the principal of the school shall prepare the annual budget of the school and get it approved by the SMC before sending it for approval to the "TRUST" then "COUNCIL".
- d. That, the "TRUST" shall pay to the 'Teacher Salary Account' under the Council each month their salary of the school staff (including GP/DA/ESI/EPF etc.as per the contract of service) in stipulated time. The Council will pay their salaries in the first week/particular day of the every month.
- e. That, the "TRUST" shall pay to the COUNCIL all the expenditure of the website, ERP school management software, school text books, copies, dairy, bag, belt, questions paper, uniform, teachers' meeting, visitors of the Council and inspection charge which shall be incorporated in the annual budget. All the teaching materials will be provided by the COUNCIL (by paid).

पुस्तकालय, विद्यार्थी कक्षा, शौचालय, महिला कक्षा



President

Dayanand Agle Vedic Management Trust



Acharya Raelhakrishna Mahandya

SECRETARY
MAA MAJHI GHARIANI TRUST
Page 6 of 8

6. ACCOUNTS AND AUDIT:

That, all the funds of the school shall be deposited in nationalized banks recommended of the "COUNCIL" at the project site. The school shall maintain the following accounts in the banks as under:

- i) SCHOOL COLLECTION ACCOUNT (Under the SMC):- To be operated by the principal of the school jointly with the chairman of the SMC. All collection amounts of the school will be deposited in this account and the amount will be transferred to other two accounts (b & c) as per annual budget within stipulated time.
- ii) PUPILS FUND AND STATUTORY CONTRIBUTORY ACCOUNT (Under the SMC):- To be operated by the principal of the school jointly with representative of the SMC in accordance with rules of the COUNCIL. This fund would be utilized exclusively for the benefit of the students, employees of the school and pension scheme.
- iii) STAFF SALARY ACCOUNT (Under the COUNCIL):- To be operated by the employee(s)/ representative(s) of the Council. The salaries of the school staff shall have transferred to this account from the School collection account as per annual budget till the first week of the every month.
 - a. That, after make zero deficit of the school, except of annual budget the "TRUST" can transfer to the trust account the annual rest amount for the prior expenditure in time of opening the school/other activities.
 - b. That, ESI, inspection charges and/or any other statutory contribution announce by the government from time to time, 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.
 - c. That, the accounts of the school shall be audited by the internal auditor and the chartered accountant appointed by the "COUNCIL". The report of chartered accountant shall be placed before the SMC for their information and necessary action.
 - d. That, the traveling and other out of pocket expenses of the employees/ representatives of the "COUNCIL" or the SMC or other official required to attend the meeting, interview by the Council and annual audit on official assignments will be met from the school funds.

7. ADMISSION:

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 members of the Trust/SMC and the school staff.

- a. That, the admission under RTE as per existing rules of government shall be applicable but the Council administration charges (Rs.1000/-+18% Tax) will be taken yearly from the all students.
- b. That, the school shall prescribe the text books from class Nursery to class VIII prepared by COUNCIL. Other/ Arya samaj literature and journals as provided by the Council will have to be subscribed by the school.



President
Dayanand Agyo Vedic Management Trust



Acharya Radhakrishna Mohanty

SECRETARY
MAA MAJHI GHARIANI TRUST

Punyatoya Baliyaras Singh Mohapatra

- c. That, the school will charges fee from the wards of the employees/members of the TRUST/SCHOOL/SMC/COUNCIL according to the yardsticks fixed by the trust but from the outsiders SMC would be free to charge the fee as many be prescribed by it.
8. That either party, if it is not satisfied with the progress of the school or there are other responsible grounds, shall give a notice of at least two academics years for termination of the MOU.
- i) In case of termination of agreement on the behest of the Trust, the "TRUST" will bear all the liabilities of the school staff by way of compensation and also employees of the Council.
 - ii) That, in case the MOU is terminated at the initiative of either party; the school shall not have "DAV" attached to its name.
 - iii) That once the MOU is terminated, the new DAV PUBLIC SCHOOL will be opened in that area by the Council and all the students with staff will be transferred to the new school by the "TRUST".
 - iv) That the dispute(s), if any shall be subject to arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time.
 - v) 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.


 On behalf of the "COUNCIL"
 Datanand Aro Vedic Management Trust
 with seal

Manoranjan Sahu
 State Head
 Bhubaneswar, Odisha

Achintya Radha Krishna Mohanty
 On behalf of the "TRUST"
 with seal
SECRETARY
MAA MAJHI GHARIANI TRUST

Punyatoya Bali Jaisingh Mohapatra

1. Witness with seal:

2. Witness with seal:



ATTESTED

NOTARY PUBLIC
 (DELHI) INDIA

29 NOV 2024



सत्यमेव जयते
भारत सरकार



ଭାରତ ସରକାର
Government of India

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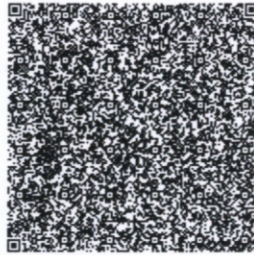
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To
ଅଚିନ୍ତ୍ୟ ରାଧାକୃଷ୍ଣ ମହାନ୍ତି
ACHINTYA RADHAKRUSHNA MOHANTY
BIRATUNGA
Biritunga
Birtung
Puri Odisha - 752116
6372762032

Issue Date: 29/01/2021

Signature valid

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VID : 9176 9392 0572 9396

ମୋ ଆଧାର, ମୋ ପରିଚୟ



ଭାରତ ସରକାର
Government of India



Download Date: 09/02/2021



ଅଚିନ୍ତ୍ୟ ରାଧାକୃଷ୍ଣ ମହାନ୍ତି
ACHINTYA RADHAKRUSHNA MOHANTY
ଜନ୍ମ ତାରିଖ /DOB: 29/08/1974
ପୁରୁଷ/ MALE

Issue Date: 29/01/2021

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Achintya Radha Krishna Mohanty

SECRETARY
MAA MAJHI GHARIANI TRUST



Government of India



ସୂଚନା

- ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ ।
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- ଏହା ଇଲେକଟ୍ରୋନିକ ପ୍ରକାଶିତ ଦ୍ୱାରା ଉତ୍ପନ୍ନ କରାଯାଇଥିବା ଚିଠି ଅଟେ ।

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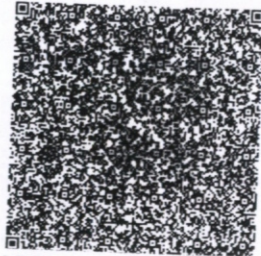


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