



AGREEMENT

THIS Agreement entered into this 27th day of May, One Thousand Nine Hundred and Ninety Four, between Nathpa Jhakri Power Corporation Limited, Bhai Vir Singh Sahitya Sadan, Bhai Vir Singh Marg, New Delhi - 110001, a Company incorporated under Companies Act, 1956 and having its registered office at HIMFED Building, Khalini, Shimla, hereinafter referred to as NJPC (which expression shall include its executors, administrators, successors and assigns) in the one part, and the Delhi Public School Society registered under the Societies Registration Act, 1860 which has its registered Office at DPS Society Office, F-Block, East of Kailash, New Delhi-110065 hereinafter called the Delhi Public School Society (which expression shall include its executors, administrators, successors and assigns) on the other part, regarding setting up of an English Medium School at the Township of Nathpa Jhakri Power Project, Jhakri, District Shimla, Himachal Pradesh, hereinafter called the Delhi Public School, Jhakri.

WHEREAS NJPC is desirous of setting up an English Medium School in the township of Nathpa Jhakri Power Project, Jhakri for the benefit of the Children of Employees working for the project.

AND WHEREAS the Delhi Public School Society has assured NJPC that it is in a position to set up and manage an English Medium School, for the benefit of the Children of the employees working for the Plant and the Parties hereto have mutually agreed to set up an English Medium School. Now, this agreement witnesseth as follows:-

1) WHEREAS It is considered necessary and desirable that the terms & conditions governing the relationship of the parties hereof in respect of the proposed project of opening and running the school should be clearly setout, understood and mutually agreed to between the Parties.

AND whereas with the above objectives, the Parties hereby agree as follows:

- a) That the School shall be called Delhi Public School, Jhakri and shall be under the control of Delhi Public School Society.



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- b) That the School shall be established, maintained and managed by a Board of Governors, in terms of the provisions of this Agreement.
- c) That the composition of the Board of Governors shall be that Chairman and Vice-Chairman of Delhi Public School Society would be the Chairman and Vice Chairman of the proposed Board of Governors of Delhi Public School, Jhakri. Chairman and Managing Director, NJPC would nominate an Officer of Nathpa Jhakri Power Project, Jhakri to be the Pro-vice Chairman who would exercise the powers of Chairman in his absence. In addition, the Chairman, Delhi Public School Society will nominate Three Members to the Board of Governors and in the same way, Chairman and Managing Director, NJPC would nominate Three other Members from NJPC employees. Thus, the Board of Governors would ultimately consist of total nine members i.e. five from Delhi Public School Society and 4 from NJPC.
- d) That the Board of Governors so constituted shall be responsible to the Delhi Public School Society for management, control and running of the School. That save as otherwise provided in the agreement, all rights and liabilities in respect of Delhi Public School Society shall vest with the Board of Governors of Delhi Public School, Jhakri.
2. That the Management of Delhi Public School shall impart instructions through English medium and prepare the Students for the All India Secondary and Senior Secondary School Examination. The Classes shall be initially opened upto Class VIII and gradually built up to Class XII.
3. That the Delhi Public School Society shall select and appoint good and qualified teachers and other staff to run the Delhi Public School, Jhakri. A representative of NJPC would also be associated in selection of qualified teachers. The Principal appointed by the Delhi Public School Society will be in over-all charge of Delhi Public School, Jhakri.



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4. That NJPC will provide the building for running the School. This School building shall have all the facilities like Class Rooms, Play ground etc. Water & Electricity shall be supplied free of charges. Maintenance and upkeep of the building shall also be done by Nathpa Jhakri Power Project. Further, Nathpa Jhakri Power Project will take up necessary expansion/modifications in the Building to cater to any additional requirements of Delhi Public School, Jhakri at a future date.

5. That the Nathpa Jhakri Power Project will provide suitable unfurnished residential accommodation to the Principal, Delhi Public School, Jhakri in the township of Nathpa Jhakri Power Project. The Teachers and other staff of Delhi Public School, Jhakri shall be provided with bachelor residential accommodation initially in the township of Nathpa Jhakri Power Project. The rent for the house as well as charges for Water & Electricity shall be at rates applicable to NJPC Employees. The Delhi Public School, Jhakri will recover the house rent and charges for Water & Electricity from the monthly salaries/wages of its employees and remit the same to Nathpa Jhakri Power Project.

6. That Nathpa Jhakri Power Project will provide medical facilities to the staff members of the Delhi Public School, Jhakri and their dependent family members on the same basis as admissible to NJPC employees in the Township hospital/dispensary.

7. That admission to the Delhi Public School, Jhakri will be open to all Children irrespective of caste, creed and community but preference will be given to the following:

- a) Children of the Employees of NJPC; and
- b) Children of the employees of Government/Public Sector Agencies working in Nathpa Jhakri Power Project.

8. Subject to the provisions contained in Para (7) above, the Principal of Delhi Public School, Jhakri, shall have full powers to decide about selection and admission of Students on the basis of merit and in accordance with the principles laid down by the Delhi Public School Society.

Chairman

Delhi Public School Society

SANJEEV SAINI

General Manager

Nathpa Jhakri Power Corporation Ltd

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9. That the Management of the Delhi Public School Society shall make all efforts to get the recognition of the School by CBSE and the Nathpa Jhakri Power Project will extend its cooperation to achieve the same.

10. That Delhi Public School Society shall maintain high quality and standard of education at Delhi Public School, Jhakri as obtaining in the most modern Schools in India.

11. That Nathpa Jhakri Power Project will provide accommodation and furniture for the Library and give suitable grant every year for building up and developing the Library. The need of various types of books for the Library will be reviewed by the Board of Governors from time to time based upon actual requirements.

12. That Nathpa Jhakri Power Project will provide Science demonstration laboratory and full-fledged Physics, Biology, Chemistry and Computer Laboratories as per CBSE syllabus. The recurring expenditure for running/maintenance of the laboratories shall be borne by the Delhi Public School, Jhakri and no grant/subsidy for this shall be provided by the Nathpa Jhakri Power Project.

13. That Nathpa Jhakri Power Project will provide suitable facilities/equipment for development of sports/games and other extra curricular activities. The recurring expenditure for running/maintenance of the Sports/Games and other extra curricular activities shall be borne by Delhi Public School, Jhakri and no grant/subsidy for this will be provided by the Nathpa Jhakri Power Project.

14. That Nathpa Jhakri Power Project shall provide furniture, Audio visuals, Play materials and other teaching aids required for keeping up the standards of the School.

15. That Nathpa Jhakri Power Project shall at its discretion inspect the School Building, furniture, laboratory, teaching aids and other materials to ensure that the same are put to proper and good use.

16. That Delhi Public School, Jhakri will have their own fees structure to cover all the expenditure of recurring nature to run, maintain and manage the School. The fee structure in respect of children of NJPC employees shall, however, have to be approved by Nathpa Jhakri Power Project before implementation. The rates of fees for the children of non-NJPC employees shall be higher than the rates fixed for the NJPC employees.

17. That keeping in view the high initial cost for establishing, running and maintaining the school as the classes are to be gradually built up, Nathpa Jhakri Power Project shall provide

Chairman

Delhi Public School Society

Chief Executive Officer

Nathpa Jhakri Power Project Ltd

NEW DELHI-110001

suitable grants to make up the short-fall in recurring expenditure of the Delhi Public School, Jhakri, for the first five years, only during which time the Delhi Public School, Jhakri shall endeavour to take necessary and suitable steps or measures to make the School self-sufficient. That the Delhi Public School, Jhakri, shall draw its annual budget keeping in view the budgetted recurring (revenue) expenditure and the fee realisation and submit the same to Nathpa Jhakri Power Project for approval.

18. a) That the Delhi Public School, Jhakri, will carry out only the activities which are considered incidental to imparting of education to the Children and advancement of quality education.

b) That the Delhi Public School, Jhakri will not work in any way prejudicial to the interest of Nathpa Jhakri Power Project.

19. That the Delhi Public School, Jhakri will have to follow all the rules and regulations of the Township as may be enforced by the Nathpa Jhakri Power Project Management from time to time.

20. That the School Building, Furniture, Fixtures, Fittings, Library, Laboratory materials, Sports materials etc., provided by the Nathpa Jhakri Power Project during the initial stage/during the period of this agreement will be given on rent to the Delhi Public School Society. In consideration thereof, the Nathpa Jhakri Power Project will charge a nominal rent of Rupee One per annum and all these assets will be transferred to Nathpa Jhakri Power Project on termination of the agreement.

21. That if any of the parties hereto at any time wish to terminate this agreement, it shall do so on giving at least one year's prior notice in writing to other party of such an intention. Provided that such termination shall be effective only at the close of the academic session following the expiry of one year notice period. Provided further that in the event of such a termination, the services of the staff employed by the School, shall subject to any agreement to the contrary between the two parties hereto be terminated in accordance with the terms on their appointment in Delhi Public School, Jhakri.

22. That Nathpa Jhakri Power Project shall make available the facility of One Car and One Bus to the Delhi Public School, Jhakri, for transportation of students and staff of the School. The Car and the Bus shall be maintained and run by Nathpa Jhakri Power Project.

23. That Nathpa Jhakri Power Project shall make an initial payment of Rs.1,00,000/- to Delhi Public School, Jhakri to start the School by way of adjustable advance. This shall be adjusted against the grant against the First Year's Budget deficit of Delhi Public School, Jhakri.

Chairman

Delhi Public School Society

SANJEEV SARKAR
Chief Personnel Manager

Nathpa Jhakri Power Corporation Ltd
NEW DELHI-110001.

24. That Delhi Public School Society would depute inspection team periodically for carrying out inspection of the Delhi Public School, Jhakri.

25. That Delhi Public School, Jhakri, would include in their budget, contribution for maintenance of Delhi Public Society's office and the TA & DA expenditure of the teams deputed to Delhi Public School, Jhakri, for inspection of the School as well as attending the Board of Governors meetings.

26. That Delhi Public School, Jhakri, shall be entitled to raise funds, by way of loans, donations and voluntary contributions through Nathpa Jhakri Power Project or otherwise to be used by the Board of Governors, at its discretion for the betterment and in the interest of the School.

27. That on the termination of this agreement and the School being closed and consequent dissolution of Delhi Public School, Jhakri, all movable and immovable properties of Nathpa Jhakri Power Project, held in trust by Delhi Public School, Jhakri, shall subject to normal wear and tear, be returned to Nathpa Jhakri Power Project alongwith all funds, donations and contributions received by Delhi Public School, Jhakri, through Nathpa Jhakri Power Project, after providing for payment of all liabilities of Delhi Public School, Jhakri, at the relevant time. All other assets of Delhi Public School, Jhakri, shall be disposed off by Delhi Public School, Jhakri, and Nathpa Jhakri Power Project shall have the first right to acquire the same at a reasonable price, but not exceeding the original cost.

28. That on termination of this agreement and in the event of the School being closed, Nathpa Jhakri Power Project shall not use the name of Delhi Public School in case it desires to run another school in the same premises.

29. 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 subsistence or upon termination shall be referred to the JOINT ARBITRATION OF PRESIDENT, DELHI PUBLIC SCHOOL SOCIETY and the CHAIRMAN CUM MANAGING DIRECTOR, NJPC, or his nominee whose decision shall be final, conclusive and binding on the parties to this agreement.

30. In witness thereto, the Parties to this agreement have

Chairman

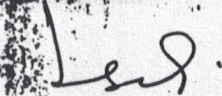
Delhi Public School Society

Sanjeev Saini
SANJEEV SAINI

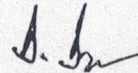
Chief Personnel Manager

Nathpa Jhakri Power Corporation Ltd
NEW DELHI-110001.

hereunder, signed on the day, month and year above mentioned in the presence of witnesses:


SANJEEV SAHI

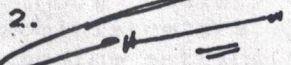
FOR AND ON BEHALF OF MATHPA
JHAKRI POWER CORPORATION Ltd
LIMITED
CHIEF PERSONNEL MANAGER



FOR AND ON BEHALF OF DELHI
PUBLIC SCHOOL SOCIETY,
NEW DELHI, THROUGH ITS
CHAIRMAN
Chairman
Delhi Public School Society

WITNESSES:

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