

MEMORANDUM OF ASSOCIATION

of

The Delhi Public School Society
(Registered under Societies Registration Act of 1860)

(Reg. No. 361/S of 1948 - 1949)

Attested

[Signature]
Principal
Delhi Public School
NTPC Farakka (W.B.)
Nabarun, M.Sd.


Memorandum of Association
of
The Delhi Public School Society

The name of the Society shall be "The Delhi Public School Society".

Objects

1. The objects of the Society shall be
 - (i) to establish progressive schools or other educational institutions in Delhi or outside Delhi, open to all without any distinction of race or creed or caste or special status with a view.
 - (ii) to impart sound and liberal education to boys and girls during their impressionable years - a type of education that will lay stress on character building, team work, esprit decorps, physical development and will in development and will infuse in school children a spirit of adventure, fair play and justice.
 - (iii) to develop among its students a feeling of pride in Indian culture and to produce citizens who will be truly Indian and will rise above social, communal religious or provincial prejudices.
2. In furtherance of these objects, it shall
 - (a) construct, demolish or alter any buildings which may be necessary or convenient for its objects.
 - (b) provide hostels and residence, as may be needed, for such students and workers who belong to or work for it.
 - (c) sell, lease, mortgage, charge, surrender, let on hire, exchange, dispose of, or otherwise transfer for consideration or by way of gift all or any portion of its property, rights, assets, any liabilities to any other Society, person or persons.
 - (d) purchase, take on lease, or exchange, or accept as a gift or otherwise acquire or deal in any movable or immovable property or rights therein or privileges thereto attaching, which may be necessary or convenient for its objects.
 - (e) buy, sell, endorse, negotiate or transfer all Government or other securities and to collect and realise interest, bonus, dividend or profits on such securities.
 - (f) invest and deal with its funds and moneys in securities or property and to operate its accounts with any bank, bankers or shroffs etc. upon such terms and conditions and in such manner as may from time to time be determined or deemed expedient.
 - (g) lend or otherwise employ money belonging to it, to borrow or raise money with or without security by mortgaging or debenture or charging the whole or any part of its property, assets or rights and on such terms and conditions as may be determined from time to time.
 - (h) do all such other acts and things whether incidental to the powers aforesaid or not, as may be requisite in order to further its objects
 - (i) engage, invest or enter into any contractual obligations for the purpose of promotion of sound and liberal education.

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Nabaran, MSc.

- (j) take over, on such terms as may be determined, any existing school or college with its properties, movable or immovable and with or without its liabilities and to carry on the same as an educational institution or to amalgamate the same with any school established by the school Society and to amalgamate with any other Society having similar objects.
- (k) enter into any arrangement with Government for securing grants in aid of any school belonging to the Society.
- (l) provide on welfare and on humanitarian grounds all necessary facilities for the benefit of all the educational institutions of the Society.

3. The registered office of the Society will be located at Delhi Public School Society, F-Block, East of Kailash, New Delhi- 110065.

4. All the income earnings, moveable immovable properties of the Societies shall be solely utilised and applied towards the promotion of its aims and objects only set forth in the Memorandum of Association and no profit on thereof shall be paid or transferred directly or indirectly by way of dividends bonus profits or in any manner whatsoever to the present or past members of the Society or to any persons claiming through any or more of the present or past members. No members of Society shall have any personal claim on any moveable or immovable properties of the Society or make any profit, whatsoever by virtue of his membership.

5. Governing Body

The Working Committee of the Delhi Public School Society shall be its Governing Body. The names, address and occupations of the persons who are members of the Society as also of the Working committee of the Society and to whom the Society entrusts the management of its affairs in accordance with its rules and regulations are as follows :-

1. Dr. P. N. Kirpal
F-63, Sujan Singh Park,
New Delhi.

2. Justice A. N. Grover
132, Sundar Nagar,
New Delhi - 110003.

3. Mr. Indrajit Seth
3 Western Avenue,
New Delhi - 110065.

4. Shri B.R. Mallhotra
B-19, Sujan Singh Park,
New Delhi

Chairman

Vice-Chairman

Hony. Treasurer

Member Finance

Attested

[Signature]
Principal
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Nabarun, Msd.

5. Dr. H.L. Anand
3, Bhagwandas Road,
New Delhi.

Medical Member

6. Shri D.N. Endlaw,
A-9/35, Vasant Vihar,
New Delhi.

Member Engineer

7. Smt. S. Kabir
S-47, Panchsheela Park,
New Delhi.

Member Administration
& Hony. Secretary

8. Lt. Gen. J.S. Bawa
301 R.P.S. Sheikh Sarai,
Phase I, New Delhi - 110017.



Attested

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Principal
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NTPC Farakka (W.B.)
Nabaran, M.Sd.

CERTIFICATE OF REGISTRATION UNDER SOCIETIES REGISTRATION ACT XXI OF 1860 (PUNJAB AMENDMENT) ACT 1957 AS EXTENDED TO THE UNION TERRITORY OF DELHI.

No. S. 361 of 1948-1949

I hereby certify that in pursuance to Section 12-A of the S. R. Act of 1860 the name of the 'Delhi Public School' has been changed to 'Delhi Public School Society' and has this day been registered under the Societies Registration Act XXI of 1860 (Punjab Amendment) Act 1957, as extended to the Union Territory of Delhi.

GIVEN under my hand at Delhi this 19th day of March, one thousand nine hundred and sixty two.


Fee Rs. 50-00 paid.

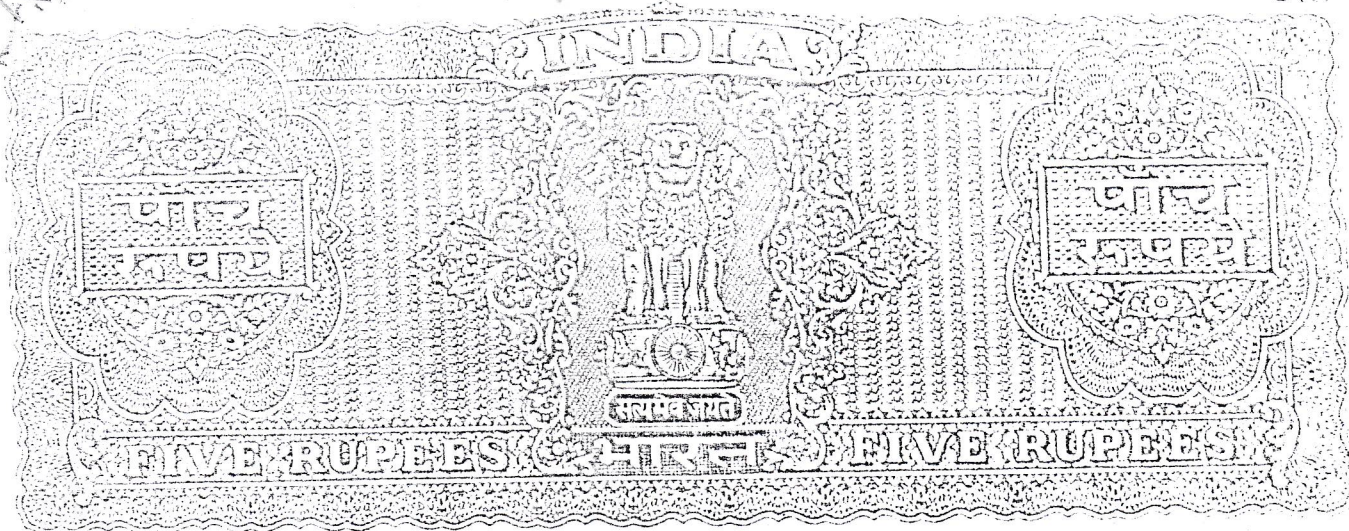
Sd. HARCHARAN SINGH
Registrar of Societies, Delhi

ATTESTED

Attested


Principal
Delhi Public School
NTPC Farakka (W.B.),
Nabaran, MSd.


Chairman
THE DELHI PUBLIC SCHOOL SOCIETY
F-Block, East of Kailash
NEW DELHI-110065



A G R E E M E N T

This agreement entered into this 9th of Oct., 1992, between Farakka Super Thermal Power Project at Farakka, Murshidabad, District (WB) of NTPC, a Company incorporated under Companies Act, 1956 and having its registered office at Core No. 7, Scope Complex, Lodi Road, New Delhi-110 003 (hereinafter referred to as NTPC (which expression shall include its executors, administrators, successors and assigns) on the one part, and the Delhi Public School Society registered under the Societies Registration Act, 1860 which has its Registered Office at F-Block East of Kailash, New Delhi-110 065 hereinafter called the Delhi Public School Society (which expression shall include its executors, administrators, successors and assigns) on the other part regarding taking over of an English Medium School at the Project site of Farakka Super Thermal Power Project at Farakka, Distt. Murshidabad (hereinafter called the Delhi Public School, Farakka).

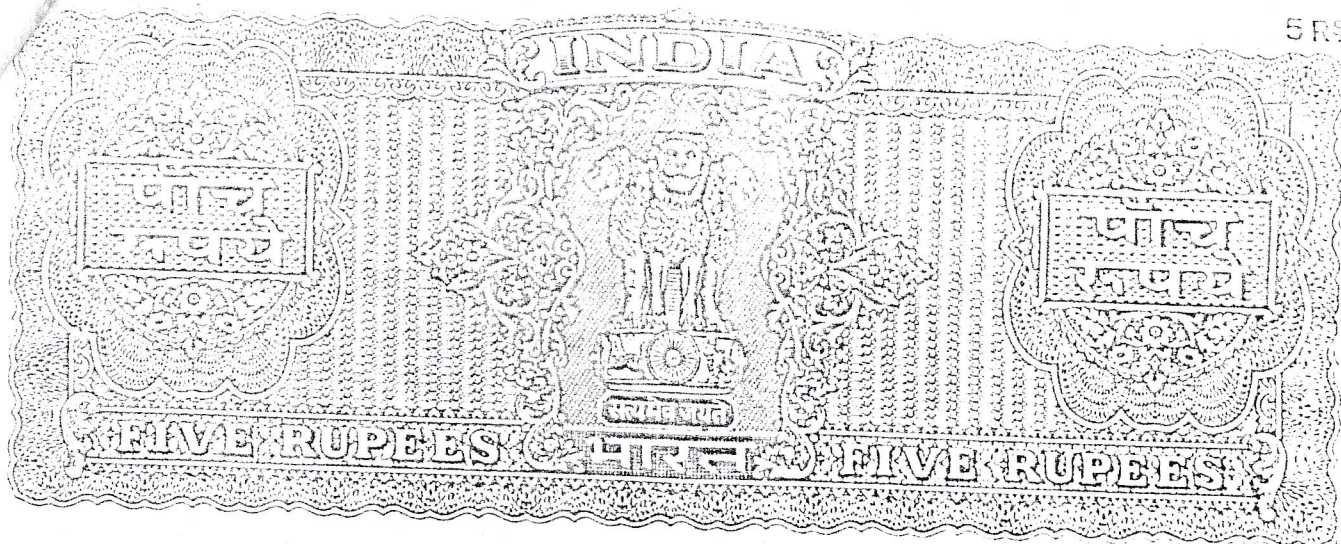
Whereas the company has set up an English Medium School in the residential area of the township at Farakka for the benefit of the children of the employees who are working for the NTPC Projects in the project sites and approached the Delhi Public School Society for the taking over the existing English medium School.

And whereas the Delhi Public School Society has assured NTPC at Farakka that it is in a position to take over and manage the English medium school for the benefit of the children of the employees who are working at the project sites and stay at the project sites and the parties hereto have mutually agreed to taking over of English medium school. Now this agreement witnesseth as follows:-

1. That the management of Delhi Public School, Farakka will be in the hands of the Delhi Public School Society. The Delhi Public School Society will constitute a local Managing Committee consisting of members for setting up and for managing the day-to-day affairs of the Delhi Public School, Farakka. The Chairman of the Delhi Public School Society will be the Chairman of the Managing Committee of the school consisting of 9(nine) members including Chairman. The General Manager, NTPC, Farakka will be the Vice-Chairman of the School, and will exercise the powers of Chairman of the Managing Committee, Being the resident head of the Committee in absence of the Chairman. In addition

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[Signature]
Principal
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NTPC Farakka (W.L.)
Nabarun, MSd.



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General Manager, NTPC, Farakka will nominate 3 (three) more members from NTPC to be the members of the said Managing Committee. The remaining 4 (four) members shall be nominated by Delhi Public School Society.

2. That the Management of the Delhi Public School Society shall take over the existing secondary school with the existing number of sections and subject to the facilities as ascertained between the parties to this agreement and as provided by NTPC, more sections will be opened in course of time.

3. That the Delhi Public School Society shall select and appoint qualified teachers and other staff to run the Delhi Public School, Farakka and the Principal will be appointed as an overall incharge of the Delhi Public School, Farakka. A representative of NTPC will also be associated as a member in all such selections.

4. 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 Game Room, Gymnasium/Auditorium Hall, Play Ground 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 Delhi Public School upto Class XII. However, for the present the NTPC will provide the existing accommodation of the Nabraun Point English Medium School and Necessary modifications/additions, as mutually agreed between DPS Society and NTPC, will be made in due course of time by NTPC.

5. That NTPC will provide one unit of type 'C' Quarters to serve as residence for the Principal and 2 units of type 'C' to serve as residence for teachers as soon as they start residing at the project site. In addition the other teachers and staff of the Delhi Public School Society posted at Farakka will be provided with 'B'/'A' type residential accommodation. The accommodation shall be close to the school building and shall be provided with water, light, electricity and sanitary fittings. Delhi Public School Society 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.

Attested

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Nabarun, MSd.

.....3/-

6. That NTPC will meet all costs incurred by the Inspection Team detailed by the Delhi Public School Society's office towards TA and DA for carrying out inspection of the school at Farakka in the interest of advancement and promotion of quality of education and for attending Managing Committee meetings of Delhi Public School, Farakka.

7. That NTPC will pay an amount towards its contributions for maintenance of Delhi Public School Society's office, which will be equal to the amount by which the available surplus of income over expenditure of the Delhi Public School, Farakka per annum falls short of Rs. 25,000/- (Rupees Twenty Five Thousand only).

8. That NTPC will provide all the staff members and the dependent family members of Delhi Public School, Farakka residing with them free medical facilities in the Township hospital and recreation facilities as per the NTPC employees' rules/ regulations.

9. That Delhi Public School, Farakka 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 for NTPC at site i.e. Farakka, only after accommodating wards of NTPC employees first. The wards of NTPC employees studying at DPS, Farakka on their transfer to a place where Delhi Public School Society has a school will be allowed admission in the mid school.

10. Subject to the provisions above, the Principal of DPS, FARAKKA shall have full powers to decide about selection and admission of students on the basis of merit and in accordance with principles laid down by the Managing Committee.

Management of the

11. That the Delhi Public School Society shall make all efforts to get the recognition of the school by CBSE/ICSE and the NTPC will extend its cooperation to achieve the same.

12. That the Delhi Public School Society shall maintain in the school at Farakka the quality and standard of education as obtaining in Delhi Public School at New Delhi.

13. That the Delhi Public School, Farakka shall charge a tuition fee, as decided by the Managing Committee with the consent of NTPC. The rate of fees for the wards of those who are not employed in NTPC will be double the rate fixed for the wards of NTPC employees.

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14. That NTPC will provide accommodation and furniture for library and give appropriate grant every year for building up and developing the library in which case the school management will not charge the library fee from the students. The need for and amount of subsidy will be reviewed based on the requirement of the library by the Managing Committee from time to time.
15. That NTPC will provide science demonstration laboratory and full fledged physics, biology, and chemistry laboratories as per CBSE/ICSE syllabus and will also provide suitable grant per annum for these said laboratories in which case the school management will not collect the laboratory fees from students. This subsidy will be reviewed from time to time as and when need arises, by the Managing Committee.
16. That NTPC will 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 the games fee. The subsidy will be reviewed from time to time as and when need arises by the Managing Committee.
- ✓ 17. That NTPC will compensate to the extent of shortfall in the realisation of fee (as per para No. 13 above) till such time the number of students in each section of class reaches upto 40. As and when a claim is made for subsidy, the management of the school shall submit a statement of income and expenditure.
18. That NTPC will provide furniture, audio visual, play material and other teaching aids required for the upkeep of the standards of the school. NTPC at its discretion may inspect these items through its authorised representative 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 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 Delhi Public School 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 if any of the parties hereto, at any time wish to terminate this agreement, it shall do so on giving atleast one year's prior notice in writing to the other party of such an intention, provided that such termination shall be effective only at the close of the academic session. 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 of their appointment in DPS, Farakka.

Attested
Prac.
Delhi Public Sch.
NTPC Farakka (W.B.)
Nabaran, MSd.

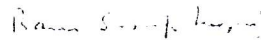
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.....5/-

22. 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 or i) President, JPS Society ii) Head of Project, NTPC - Farakka whose decision shall be final, conclusive and binding on the parties to this agreement.

23. In witness thereof, the parties to this agreement have hereunder signed on the day, month and year above mentioned in presence of witnesses:

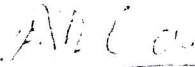
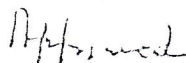
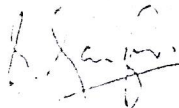


(MANTOSH MUKHOPADHYAY)
CHIEF PERSONNEL MANAGER
FARAKKA SUPER THERMAL POWER PROJECT
FOR AND ON BEHALF OF FARAKKA SUPER
THERMAL POWER PROJECT, NTPC



(R.S. LUGANI)
FOR AND ON BEHALF OF DELHI
PUBLIC SCHOOL SOCIETY
NEW DELHI THROUGH THEIR
SECRETARY

WITNESSES:



Attested

Principal
Delhi Public School
NTPC Farakka (W.B.)
Nabarun, MSd.