

CERTIFICATE OF LANDFile No. **VI/01/2024**Date: **16.07.2024**

Certified that the land measuring 17,920 Sq. meters of Plot No-44,50 & 51 is recorded in Khata No-2 (Rakhit) of Village-Tensa under Koira Tehsil, As per the Record of Rights remarks column, it is under the possession of Hindustan Steel Limited (Presently SAIL) since the last settlement 1975.

Sl. No.	Particulars	Details
1	Plot No. (s) / Survey No. (s) / Khasra No. (s) / Khata No.(s) / Khatauni No.(s)	Plot No-44,50 & 51
2	Name of street / village, Sub Division, District and State	Vill- Tensa, Sub-division- Bonai Dist-Sundargarh, State-Odisha

It is certified that the said entire land comprise of a single contiguous plot of land. It is further certified that DAV Public School, Tensa (Name of the School with name of street, village, sub-division and district) run by name of DAVCMC, New Delhi (Society / Trust / Company under Section 8 of companies Act, 2023) is located on the said plot of land.

THE SCHEDULED OF LAND ABOVE REFERRED TO

All that piece and parcel of land measuring 17,920 Sq meters (area of land in square meters) situated in Plot No-44, 50 & 51 [Plot No. (s) / Survey No.(s) / Khasra No. (s)] at Village-Tensa, Sub-division-Bonai, Dist-Sundargarh (name of street / village, sub division, district and state) and bounded as follows:

North : Plot No-49**East** : Plot No-52 and 54**West** : Plot No-72**South** : Plot No-70 and 54

Ald
16/07/24
I/c Tehsildar
KOIRA

(Stamp and Signature of the land authority)

(Name of Officer) *Ashish Kumar Rout*(Name of District) *Sundargarh*

स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड
STEEL AUTHORITY OF INDIA LIMITED
राउरकेला इस्पात कारखाना
ROURKELA STEEL PLANT
बरसुआ लौह खादान - टेलडिही लौह खादान
BARSUA IRON MINES - TALDHI IRON MINES
P.O. TENSA - 770042
E-mail : gmofficebim@gmail.com




Ref.No.-BIM/HR/DAV/6121

Date : 17.07.2024

TO WHOM SOEVER IT MAY CONCERN

It is certified that the owner Hindustan Steel Limited (presently SAIL) has leased the land mentioned vide certificate of land dated 16.07.2024 issued by Tehsildar, Koira to **DAV PUBLIC SCHOOL, TENSA** (name of lessee) vide MOU dated **16.01.2007** for a period of **30yrs** and the land is still in possession of the lessee.


17/7/2024

N.C.Panda
General Manager(HR)
BIM-KIM-TIM, RSP, SAIL

N. C. PANDA
General Manager (HR)
BIM-KIM-TIM-, SAIL-RSP

OM

Fax No. 91-11-3540558 (Admn.)
Fax No. 91-11-7532520 (P.S.)
Fax No. 91-11-3540557

Phones: 3515951,3539357, 3524304
7521284, 3515953,3519815
Gram : DAVMANCOM
Public Schools Fax No: 91-11-3524212

**D.A.V COLLEGE MANAGING COMMITTEE
CHITRA GUPTA ROAD, NEW DELHI-110 055**

Ref. No.....

Dated.....

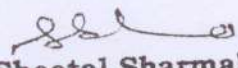
An extract from the proceedings of Sub-Committee meeting held on 6.8.2004 in the office of the DAV College Managing Committee, Chitra Gupta Road, New Delhi, to review the terms & conditions of 7 acres of land offered by Ranchi Goushala Nyas, Gokuldharm, Harmu Road, Ranchi(JH) for setting up a DAV Public School at Goushala Complex, Kanke, Jharkhand and to consider the proposals of opening of D.A.V. Public/Model Schools

Resolution No. 3.2

DAV Public School at Barsua Iron Mines, P.O. Tensa, distt. Sundargarh (Orissa)

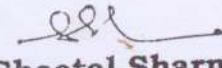
Considered the proposal of Shri H.K.Mohanty, Regional Director, Orissa Zone, requesting for approval the proposal received from the Manager (P & A) of Steel Authority of India, Raw Materials Division, Barsua Iron Mines, P.O. Tensa, Distt. Sundargarh (Orissa) for setting up a school in Tensa for the wards of the employees of Steel Authority of India and residents of nearby areas. (This place is about 100 kms from Rourkela).

It was resolved to recommend to the PSGB and DAVCMC for approval the recommendations of Shri H.K.Mohanty, Regional Director and Manager (P & A) of Steel Authority of India for setting up a school at Tensa for the wards of the employees of Steel Authority of India and residents of nearby areas on the terms and condition as given in the standard Agreement with 100% deficit meeting clause


(Mrs. Sheetal Sharma)
Director (P.S.-I) & Co-ordinator

Copy to :-

- (i) Mrs. Sheetal Sharma, Director (P.S.-I) & Co-ordinator, DAVCMC, New Delhi
- (ii) Dealing Assistant
- (iii) Concerned file.


(Mrs. Sheetal Sharma)

File No.: 91-11-23540558 (Admn.)
Fax No.: 91-11-27532520 (P.S.-I)
Fax No.: 91-11-23540557 (P.S.-III)
Fax No.: 91-11-23524212 (P.S. Admn.)



Phone No.: 23515951, 23539357, 27521204
23524304, 23515953, 23519816
Gram : DAV MAN COM

D.A.V. COLLEGE MANAGING COMMITTEE

CHITRA GUPTA ROAD, NEW DELHI - 110055.

Ref. No. _____

Speed Post

Dated : _____

PS/Barsua/Tensa/G-7/ 1050

D.A.V. COLLEGE MANAGING COMMITTEE
No. 1050
Date 26/2/07

10.02.2007.

Sh. H.K. Mohanty,
Regional Director,
DAV Institutions (Orissa Zone),
Sector-VI, CDA,
Cuttack-753014 (Orissa).

Sub: Opening of a new school namely DAV Public School, Barsua, Iron Mines-SAIL, P.O. Tensa, Distt. Sundargarh (Orissa) -- signed MOU regarding

Dear Sir,

This has reference to your letter No. New Proposal/DAV/Barsua/Agreement/07/1215 dated 31.1.2007 on the subject cited above. In this context, I am to enclose one copy of signed agreement for further necessary action at your end.

However, attention is invited at Clause No. 2 (2.1) (iii to vi) (Formation of LMC). As per CBSE norms, the following changes are required in this clause through a "letter of comfort".

Clause No.2 (2.1) (iii to vi)

- (iii) Educationists to be nominated by the DAV CMC
- (iv) Teachers
- (v) Parents
- (vi) CBSB Nominee

-2
-2
-2
-2

Encl:- as above

Yours faithfully,
M.L. Khanna
(M.L. Khanna)
General Secretary

No 1284 → 28/02/07

To DGM /C
RMD, SAIL

Barsua Iron mines - Along with the Agreement in original with a request to sign the letter of comfort as per enclosed transmission to DGM Hq, New Delhi
H.K. Mohanty
28.02.07

भारतीय शैर व्यापिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

ଓଡ଼ିଶା ଆନ୍ଦିଶା ORISSA

MEMORANDUM OF UNDERSTANDING BETWEEN D.A.V. COLLEGE TRUST AND MANAGEMENT SOCIETY, CHITRA GUPTA ROAD, NEW DELHI AND RAW MATERIALS DIVISION, STEEL AUTHORITY OF INDIA LIMITED, BARSUA IRON MINES, DIST: SUNDARGARH, ORISSA. 02/11/2007 798253

This agreement made this 16th day of January 2007 between the Steel Authority of India Limited, Raw Materials Division, Barsua Iron Mines, Tensa, District: Sundargarh, Orissa called the Enterprise (which expression unless excluded or is repugnant to the context, shall include its successors and assigns) of the one part and the D.A.V. College Trust and Management Society, a society registered under the Societies Registration Act, 1860 and having its registered office at "New Delhi, hereinafter, referred to as the "Society" (which expression unless excluded, or is repugnant to the context, shall include its successors and assigns) of the other part.

Whereas the Enterprise has a project at Tensa, District Sundargarh, Orissa and is keen to provide certain amenities to its employees; one of the amenities being the provision of educational facilities for the wards and dependants of its employees and for community development.

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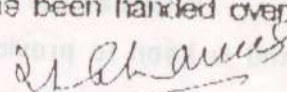
And whereas the Enterprise has approached the Society, for selling a co-educational Public School at the project site at Tensa for the benefit of children of the employees of the project and, hand over its management to the DAV Society. The Enterprise has approached the Society which has been successfully running and managing schools and colleges throughout India for managing the school as stated above.

And whereas in pursuance to the wishes of the authorities of the Enterprise, the Society has agreed to establish, administer and run the school in the township of Tensa, Dist: Sundargarh, Orissa, the project site.

And whereas it was further mutually agreed to reduce to writing the terms and conditions mutually agreed to, hence, this Memorandum of Understanding by Sri R. Chatterjee, DGM(I/C), Barsua Iron Mines for and on behalf of the Enterprise and Sri M.L. Khanna, General Secretary, DAV College Managing Committee, for and on behalf of the DAV Society is made so as to serve as a record of reference hereafter.

Now these present witnessths:

1. General:

- 1.1 That, under the terms and conditions, hereinafter set forth, the Society hereby agrees to establish a composite Co-educational Public School in English Medium from LKG leading to XII on Public School lines in a phased manner. The school shall be affiliated by the D.A.V. College Managing Committee(DAV CMC) or the Society with the Central Board of Secondary Education, Delhi.
- 1.2 That for getting the school affiliated with the Central Board of Secondary Education, Delhi, the Enterprise shall provide a certificate to the effect that the school has been sponsored and is fully financed by the Enterprise but its management and administration has been handed over to the DAV College Managing Committee, New Delhi. 
- 1.3 That teaching of English, Oriya, Hindi and Sanskrit will be given equal importance. The school will follow syllabi of Central Board of Secondary Education, Delhi or any other pattern adopted by the Board from time to time.

- 1.4 That the name of the school shall always have the words " D.A.V." prefixed or suffixed with the name of the school proposed by the Enterprise, sponsoring the school.
- 1.5 That the school shall be directly governed and controlled by the D.A.V. College Managing Committee, New Delhi.
- 1.6 That the terms of the agreement shall initially be for a period of 30(Thirty) years, renewable thereafter for such periods as may be mutually agreed upon.

2. Local Managing Committee:

- 2.1 That D.A.V. 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. The LMC shall conform to the Affiliation Bye-laws of the CBSE
- i) Representatives of the Enterprise including the Chairman who would be the Chief Executive/Head of the Enterprise/Project. :3
 - ii) Representatives of the D.A.V. College Managing Committee to be nominated by the D.A.V.C.M.C. :3
 - iii) Educationists to be nominated by the D.A.V.C.M.C. Rs:21
 - iv) Teachers Rs:21
 - v) Parents Rs:21
 - vi) C.B.S.E. Nominee Rs:21
 - vii) Principal of the school as Member Secretary of the L.M.C. :1

2.2 That the Vice-Chairman shall be one of the representatives of the DAV College Managing Committee nominated on the L.M.C.

2.3 That the school LMC shall function as per the policies laid down by the DAV College Managing Committee and shall work for and on behalf of the DAV College Managing Committee to ensure the smooth functioning of the school

3. Appointments:

3.1 That DAV College Managing Committee shall appoint the Principal of the school whose selection shall be done at the Society's Headquarter in Delhi. The other members of the staff will be selected by an Adhoc Selection Committee, which will be constituted by the DAV College Managing Committee, New Delhi on which there will be two representatives of the Enterprise.

[Signature]

[Signature]

3.2.1 That the selection of the staff will preferably be done at the place where...

3.2.2 That the provisions of last para shall be applicable to all staff employees and...

3.2.3 That *staff of the School* shall be provided accommodation by the Enterprise, on the same terms and conditions as is provided to the employees of the same status of the Enterprise. The rent chargeable shall not exceed ^{10%} 5% of their basic pay. The staff and their families will be entitled to free medical treatment as may be available to the employees of the Enterprise in the hospital(s) of the Enterprise.

3.2.4 The Enterprise shall provide a staff Car/ Van on the request of Principal and when required.

3.3 The Enterprise shall ensure that the share of the management toward Provident Fund, Gratuity, Leave Encashment, EDLI and other benefits remitted by the school to the DAV College Managing Committee, regular each month and are incorporated in the Annual Budget.

3.4 That the staff of the school shall be the employees of the DAV and they will be governed by the service rules of the DAV College Managing Committee. In case of termination of any employee, the school shall be compensated by the Enterprise towards the payment, if any, which may have to be made to the employee, as per the rules of the DAV College Managing Committee. If at any time the school is closed at the instance of the Enterprise, it shall be the responsibility of Enterprise to compensate the Society. In case the school is closed at the instance of the Society, the Society shall compensate the staff according to its own rules and Enterprise shall have no liability on this account.

4. Admission:

4.1 That the admission of the students to the school shall be on merit based on test and interview. Preference in admission shall be given to the wards of the employees of the Enterprise and the School staff. The wards of the school staff will be given full fee concession (to the maximum of two children) studying in the school.

4.2 That the School will charge fees from the wards of the employees of the Enterprise according to the yardstick fixed by the Enterprise but for outsiders, the DAV College Managing Committee would be free to charge the fee as may be prescribed by it in consultation with the LMC.

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5.1 That the Enterprise shall provide at least 2 acres of land for one senior secondary school and shall also provide properly constructed building on a nominal lease of Re.1/- per annum for running the school on lease basis. The building shall be according to the norms laid down by the Central Board of Secondary Education, Delhi and the D.A.V. College Managing Committee.

5.2 That the Enterprise shall provide all the amenities like water, electricity, furniture, science apparatus and equipment, library books, sports material, etc. to the school for smooth functioning of the school.

6. Recurring Expenditure:

6.1 That the Enterprise shall be required to meet the total deficit on running the school after deducting the income of the School realised as fee or any other earning from the students.

6.2 That the school shall pay to the DAV College Managing Committee each month 7% of the (Basic Pay + Dearness Pay + D.A.) of the school staff to cover its administrative and service charges. It will also make its contribution to the DAV College Managing Committee for Regional Director's Fund and Arya Vidya Sabha & Arya Pradeshik Pratinidhi Sabha at the rate to be determined by the DAV College Managing Committee from time to time, which shall be incorporated in the Annual Budget.

6.3 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 Enterprise will meet the deficit of the school in accordance with the approved budget.

7. Accounts and Audit:

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

a) The School Account: to be operated jointly by the Head of the school along with the Regional Director/Manager and/or one of the representatives of the Enterprise nominated by the Chairman of the Local Managing Committee (L.M.C.)

b) 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.

[Signature]

[Signature]

- 7.2 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.
- 7.3 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 Accountants shall be placed before the L.M.C. for their information and necessary action.
- 7.4 That the travelling and other out-of-pocket expenses of the representatives of the DAV College Managing Committee on the L.M.C. or other officials required to attend the meetings, interview boards etc. on official assignments will be met from the school fund.
- 8. 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.
- 9. That the disputes, if any, shall be subject to arbitration if mutual consultations between the Enterprise and the Society fail to resolve the issue. The arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time.
- 10. That the jurisdiction in the event of disputes arising out of the terms of the agreement shall be in Orissa.

In witness thereof the Parties have set their respective hands hereon the 16th day of January 2007 as above written.

General Secretary
 DAV College Managing Committee
 New Delhi-6

Signature M.L. Khanna

Name : M.L. Khanna
 Designation: General Secretary
 DAV College Managing Committee
 New Delhi
 (For and on behalf of the Society)

Signature R.

Name: R. Chatterjee
 Designation: DGM I/C
 Raw Materials Division, SAIL
 Barsua Iron Mines, Orissa
 (For and on behalf the Enterprise)

Witnesses:
Chimansuk Mohanty
 CHIMANSUK MOHANTY
 REGIONAL DIRECTOR
 DAV INSTITUTIONS
 ORISSA ZONE

Witnesses:
Mouli
 (Soubi Prasad Samantarasai)
 KEMM, SAIL, RMD
 Barsua Iron Mines