

# INDIA NON JUDICIAL

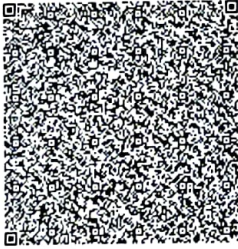
## Government of National Capital Territory of Delhi



सत्यमेव जयते

### e-Stamp

Certificate No. : IN-DL18245131021155P  
Certificate Issued Date : 14-Aug-2017 01:33 PM  
Account Reference : IMPACC (IV)/ dl859403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL85940337824261671653P  
Purchased by : CENTRAL BOARD OF SECONDARY EDUCATION  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CENTRAL BOARD OF SECONDARY EDUCATION  
Second Party : DIVYANSHU YADAV FOUNDATION  
Stamp Duty Paid By : CENTRAL BOARD OF SECONDARY EDUCATION  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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For Divyanshu Yadav Foundation

  
Chairman

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2. The onus of checking the legitimacy is on the users of the certificate.
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**THIS AGREEMENT** (the "Agreement") is made at New Delhi on the 14<sup>th</sup> day of August 2017 between the **Central Board of Secondary Education (CBSE)**, New Delhi, an Autonomous Organization under the Ministry of Human Resources Development, Government of India (hereinafter called the "Board") as the **First Party**. WHEREAS, the "FIRST PARTY" endeavors to provide stress free, child centric and holistic education to all children without compromising on quality to achieve international benchmarks in school education consistent with the National Education Policy and objectives.

And

**Divyanshu Yadav Foundation**, A56/12A, DLF City, Phase I, Gurgaon – 122002, Haryana, which operates and manages the **Babu Ram Global School** (hereinafter called the "School") located Ganaur – Kheri Gujjar Road, 1.5 Kms from Ganaur Railway Station, Khizarpur Ahir, Teh: Ganaur, Distt: Sonapat, Haryana – 131101, as the **Second Party**. WHEREAS, the "Second Party" declares that providing a quality education for the students is their primary aim of the school by following best teaching pedagogy, inculcating high values, extending support to teachers and engaging all stakeholders for overall personality development of the child to nurture them as responsible citizen.

WHEREAS, both the parties decided to enter into this agreement to bring in uniformity in their understanding with ultimate aim to improve the quality of education in Board's affiliated schools.

#### **ARTICLE I – TERM**

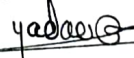
The term of this Agreement shall be 01.04.2017 to 31.03.2020 (Period of Affiliation).

#### **ARTICLE II – PREAMBLE**

Education plays a pivotal role in the overall personality development of an individual. The schools are the most critical institution for transaction of education in formative years of the child. It is here that the ingenuity of child is fostered, the enquiry skills are encouraged, knowledge sharing is made plural, the innate capabilities are identified and groomed and the character of child is developed. The objective is to develop our young minds into a responsible citizen. The quality of teaching, understanding and assimilation of values and nationalism in an enabling learning ambience is essential part in our education value chain to realize the aspiration of the parents and concerns of the society.

To improve the quality of school education, immediate impetus on effective pedagogy incorporating an array of teaching strategies is the need of the hour. To sustain it, appropriate human resources in form of erudite, well trained teachers and suitable infrastructure are equally important. This agreement is in consideration of responsibility and accountability set upon schools affiliated with the CBSE to propagate the national objectives to improve the quality of education.

For Divyanshu Yadav Foundation

  
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### ARTICLE III – MUTUAL COVENANTS

1. The Affiliation is granted for a period of 03 years w.e.f. **01.04.2017** to **31.03.2020** with affiliation code number **531204**.
2. The school undertakes to abide by all the Rules and Regulations of Affiliation Bye-Laws, Examination Bye-Laws and Notification / Circular / Direction / Advisory issued by the CBSE and any other State Act / Rules in force 'in its entirety'. The school shall ensure that:
  - a) **School Managing Committee (SMC)**: The school shall constitute School Management Committee (SMC) in accordance with the **Rule 20 of Affiliation Bye-Laws**.
  - b) **Admission of Students**: The school shall take admission in accordance with the provisions of Affiliation Bye-Laws and Examination Bye-Laws. The School shall not take any donation / contribution / capitation fee / building fund etc in any other manner voluntarily / compulsorily for taking admission in the school.
  - c) **Fee**: The fee shall be commensurate with facilities provided by the School as per **Rule 11 of Affiliation Bye-Laws** under the 'Heads' prescribed by the Board / State / U.T. Act. The fee shall be fixed by the SMC in consultation with duly elected Parent Teacher Association (PTA) and shall be placed on the School's website for information of parents.
  - d) **Curriculum**: The school shall follow the syllabus on the basis of curriculum prescribed by NCERT / CBSE as per National Curriculum Framework. The schools shall prescribe to NCERT / CBSE Books **but may also use books of publisher other than NCERT as advised by CBSE from time to time (Rule 15.1 (d) of the Affiliation Bye-Laws)**.
  - e) **Uniform System of Assessment, Examination and Report Card**: The School must follow Uniform System of Assessment, Examination and Report Card for classes VI-IX from Academic year 2017-18 onwards as per the Board's Circular No. Acad-14/2017 dated 21/03/2017.
  - f) **Pedagogy and Training**: The School would strive to adopt the best teaching practices and evolve "Knowledge Sharing" mechanism. Every teacher must undergo minimum one week of training (**Rule 3.3 (i) (vi) of Affiliation Byelaws**) in a year including those **organized by CBSE through its Centre of Excellence (CoE)** to familiarize with new methodologies of teaching.

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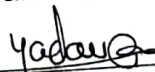
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Besides, School's shall nominate their newly recruited Principal for the Induction Training program conducted by CBSE.

- g) **Service Conditions for Teachers and Staff:** The School shall ensure that all teachers and staff are appointed as per the prescribed qualifications and experience in accordance with **Rule 10**, read with **Rule 53 of Affiliation Byelaws**. The School shall ensure that the teachers are engaged in requisite hours of class room teaching per week and are not involved in non-academic activities as per CBSE Circular \_\_\_\_\_
- h) **Service Rules for Employees:** The School shall frame service rules for its employees with respect to appointment, probation, confirmation, promotion & MACP, annual performance appraisal, leave, training and other entitlements as prescribed in Chapter 7 of Affiliation Bye-Laws.
- i) **Salary & Allowances:** The School shall pay salary and allowances (**Rule 3.5 (v) of Affiliation Bye Laws**) to the teachers and staff not less than the corresponding categories of employees in the State Government schools or as per the pay scales prescribed by the Government of India. The schools outside India should pay salaries not lower than those of the employees in government schools in that country. The schools shall pay salaries on the last working day of the month only through ECS / Bank Transfer.
- j) **Financial Resources and Non-Commercialization:** The School shall have sufficient financial resources to guarantee its continued existence. No part of income from the school shall be diverted to any individual or to the Trust / Society / Company. The school should not spend its financial resources for obtaining or running of franchisee of any brand / name / logo / motto of any other trust. The excess / surplus funds may be further utilized for promoting the Scholastic, Co-Scholastics activities and physical facilities in the same school. The school shall not indulge in commercialization of any form.
- k) **Accounts and Audit:** The School shall maintain separate account in the name of the school (Separate from the society / trust / company). The accounts duly audited and certified by a registered Chartered Accountant shall be sent to the CBSE by 30<sup>th</sup> June of every year. The accounts of the school shall be open for audit by the CBSE as and when it is deemed necessary.


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- l) **Physical Facilities:** The School shall maintain the requisite physical facilities as per the **Rule 8 of the Affiliation Bye-Laws** and shall endeavor to enhance the same.
- m) **Health and Safety of Students:** The School shall have a medical center in the campus with qualified medical practitioner and sufficient paramedic staff proportionate to the strength of school. An ambulance may be stationed in the school premises during school hours. The school shall arrange the medical check-up of the students at least once a year and keep a proper record of the same. The school shall strictly adhere to Rule 8.5 of the Affiliation Byelaws and guidelines prescribed vide Circular No. 28/2004 dated 26/07/2004.... (2017). The protection of children from corporal punishment, bullying, ragging and sexual offences (Protection of Children from Sexual Offence Act, 2012) shall be the absolute responsibility of the School. The schools shall renew and posses valid safety certificates i.e. fire, building, health and hygiene, water etc. and shall follow SOPs laid down by the CBSE vide Circular..... dated 19/12/2014.
- n) **Access to school's facility and teachers' services:** The School shall provide its existing infrastructures to the CBSE for conduct of examination, evaluation, training and other programs and shall relieve their qualified teachers for development of question, evaluation of answer books as and when desired by the CBSE under **Rule 13.4 of Affiliation Bye-laws.**
- o) **Sponsoring of Candidates:** The School shall not sponsor any candidate for CBSE Examination who is / are not the bonafide student(s) on regular roll of the school.
- p) **Dual Affiliation / Running of Coaching Classes:** The School shall not have affiliation with any other CBSE to sponsor its candidates for examination. The school shall not run any institution / coaching classes in the same premises.
- q) **Uploading of information through online Affiliated School Information System (OASIS):** The School shall submit and annually updated information about the school through OASIS link on the CBSE's website by 30<sup>th</sup> of September and the same information shall be displayed in the school's website also.
- r) **Maintenance of Records:** The School shall maintain all category, class and types of records as prescribed under Affiliation and Examination Bye-Laws of

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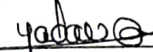
  
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the CBSE and shall be open for inspection / verification at any time by the CBSE.

3. The trust / society / company shall not transfer or sell the school to other society / trust / company through agreement / sale deed either implicitly or explicitly.
4. There shall be "Grievance Redressal Cell" in each School having representation of both SMC and PTA members with Head of School as its convener. All school related grievances of the stakeholders shall be settled at the school level through such mechanism.
5. School shall conduct PTA every two year under supervision of 'External Observer'. The PTA shall meet on quarterly basis.
6. The School shall comply with the provisions of the Right of Children to Free and Compulsory Act, 2009 (RTE Act 2009) and instructions issued there under by the CBSE or any Competent Authority under the said Act.
7. The School shall indemnify the CBSE against any losses / expenditure incurred by the CBSE while responding to any claim or legal proceedings arising out of the violation of any of the rules by the School.
8. The School shall allow and extend all possible assistance to the CBSE in case of surprise inspection of the School by an officer(s) or any person authorized by the CBSE.
9. The Head of School along with SMC shall be responsible for the functioning of the school and all important decisions must have concurrence or prior meeting with PTA members.
10. It is agreed between the parties that, in case of any violation of Affiliation Bye-Laws / breach of this agreement, the CBSE reserves the right to take appropriate action including disaffiliation of the School without assigning any reason.
11. Each party has read this entire Agreement, fully understands the contents hereof, has had the opportunity to obtain independent advise as to its legal effect, and is under no duress or obligation of any kind to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and hereby agree to abide by this agreement.
12. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
13. Each party to this Agreement agrees that any dispute or controversy arising between any of the parties to this Agreement out of the relationships created pursuant to this Agreement including any dispute or controversy regarding the formation and terms of this Agreement, regardless of kind or character, must be

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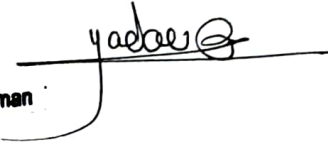
resolved through arbitration. Each party to this Agreement agrees to submit such dispute or controversy to arbitration before the **Chairman, Central Board of Secondary Education, New Delhi**, and further agrees to be bound by the determination of any arbitrator appointed by the **Chairman, Central Board of Secondary Education, New Delhi** to adjudicate the dispute.

The legal jurisdiction for the suits shall be the Union Territory of Delhi only.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

For Divyanshu Yadav Foundation

Chairman



Signed by: 1) Secretary,  
(Central Board of Secondary Education)

2) Rakesh K. Yadav (Chairman)  
(Divyanshu Yadav Foundation)

1. For and on behalf of **[Central Board of Secondary Education]** Secretary,  
Central Board of Secondary Education.
2. For and on behalf of **[Divyanshu Yadav Foundation]** Mr. Rakesh Kumar Yadav  
(Chairman of Divyanshu Yadav Foundation)