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E-Stamps - Non Judicial

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CERTIFICATE OF STAMP DUTY

Your Estamp Application ID :220622003098

E-STAMP DETAILS

E-Stamp Code	01010522062022002994
E-Stamp Type	NON-JUDICIAL
Issue Date and Time	22/06/2022 12:20:30
User ID/Issuer	LAXMI GURNANI/SP010541709201500064
SP/SRO/DRO/HO	HALL NO.-02. BASEMENT, DISTRICT COURT, ARERA HILLS, HUZUR BHOPAL
Place	BHOPAL
Brief Description of Document	MOU
E-Stamp Amount	500
Government Stamp Duty	500
Municipal Duty(Nagar Nigam/Nagar Palika/Nagar Panchayat)	0
Janpad Duty	0
Upkar	0
Exempted Amount	0

DEED DETAILS

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	If not otherwise provided for
Instrument Description	If not otherwise provided for- Five hundred rupees.
Purpose	MOU

FIRST PARTY DETAILS

Organization Name	MPSARAS
Country	INDIA
State	Madhya Pradesh
District	BHOPAL
Address	Satpuda Bhawan
Authorized Person's Name	MPSARAS Department
Number of Persons	1

SECOND PARTY DETAILS

Organization Name	Surya Foundation
Country	INDIA
State	Madhya Pradesh
District	BHOPAL
Address	B3/330.Paschim Vihar,New Delhi
Authorized Person's Name	Kaustubh Narsinh Karmarkar
Number of Persons	1

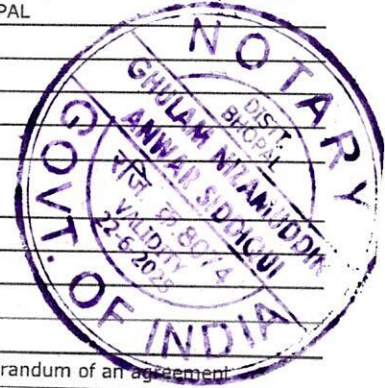
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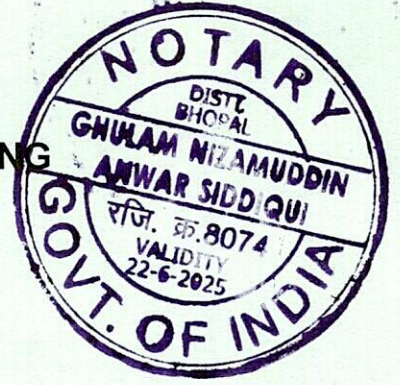
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MEMORANDUM OF UNDERSTANDING

MPSARAS
&
Surya Foundation



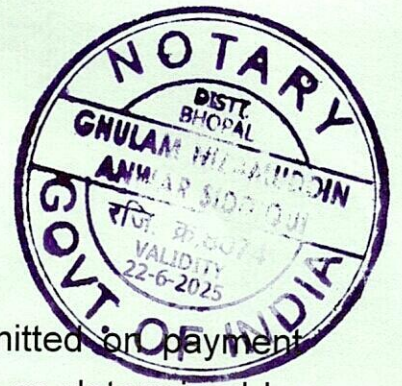
This MOU entered into on this day 22 June 2022 between **MPSARAS (Madhya Pradesh Special & Residential Academic Society)** having, its Registered Office at Bhopal. herein referred to as First Party (which expression shall include its executors, administrators, successors and assigns) and the **Surya Foundation**, B3/330, Paschim Vihar, New Delhi – 110063 hereinafter called the **SECOND PARTY** (which expression shall include its executors, administrators, successors and its assigns), regarding setting up and managing of a Residential School named **Kanya Shiksha Parisar, Sehore**, as per the decision taken in the Cabinet meeting dated 12.04.2022 at the project site of Tribal Affairs Department at Sehore District.

First Party is desirous of improving the existing **Kanya Shiksha Parisar at Sehore** which is being run principally for the benefit of the children of tribal families of Madhya Pradesh.

And, whereas the **Second Party** has assured **First Party** that it is in a position to manage such a School, free of any royalty or franchise cost, predominantly for the benefit of the tribal children of Madhya Pradesh, the parties have to here mutually agreed to set up the school as follows:

A PARAMETERS & OBJECTIVES

1. The School will run from class 6th to 12th for imparting free quality education, curricular and co-curricular activities, and residential facilities to selected meritorious ST students so that they are equipped to qualify for mainstream higher education opportunities.
2. The total strength of class 6th to 12th students in the School shall not exceed 640 girl students. For class 6-10th there will be 02 sections of capacity of maximum 40 students in each section. For class 11th & 12th there will be 03 streams of Humanities, Commerce and Science of capacity of maximum 40 students in each section. In total of 640 girl students 480 tribal students shall be funded by the MPSARAS

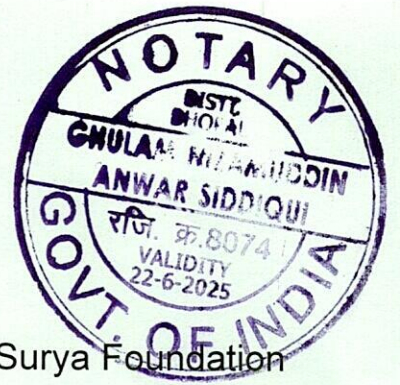


whereas 160 day-scholars students shall be admitted on payment basis, such students will have to pay the charges as determined by the school management.

3. It is mandatory to maintain the Student-Teacher ratio of 20:1 as per other Kanya Shiksha Parisars run by the MPSARAS/State Government, however if any additional teacher is required (on an above of the sanctioned manpower setup) to maintain the ratio of 20:1 then in such cases additional manpower cost shall be paid from the fees received from the 160 paid students or from own financial recourses by the **Second party**.
4. The school will be affiliated to CBSE.
5. The medium of instruction will be Hindi. However, it may be gradually changed to English in future, looking to the demand from students.
6. The 480 ST Students from class 6th to 12th shall be admitted as per the selection process mentioned in Admission guideline for other **Kanya Shiksha Parisars** run by the MPSARAS/State Government issued by the First Party from time to time, however this condition may or may not apply to the day scholar who are admitted on payment basis as mentioned in para 2 above, but the eligibility criteria of the admission of day scholars will be same as mentioned in Admission guideline for the other **Kanya Shiksha Parisars** run by the MPSARAS/State Government.
7. Cost of providing infrastructure i.e. academic buildings, auditorium, hostel buildings, Mess buildings, Sports complex, play grounds, staff quarters and their maintenance etc. will be borne by the **First Party** as per the norms for other Kanya Shiksha Parisars run by the MPSARAS/State Government.
8. **Kanya Shiksha Parisar, Sehore** will independently and autonomously be managed by Surya Foundation and will be hereafter called "**Kanya Shiksha Parisar, Sehore run by Surya Foundation.**"

B. SCHOOL MANAGING COMMITTEE

1. Surya Foundation will constitute a School Managing Committee, hereinafter referred as SMC, for initial setting up and managing the



day-to-day affairs of the school. The chairman of the Surya Foundation or his nominees shall be the chairman of the SMC. One of the nominated member shall be the vice chairman of the SMC. The SMC will consist of Five members as follows:-

- i. 3 members nominated by the **Second Party**,
 - ii. 2 members nominated by the **First Party**, or their nominees
2. Quorum of the any SMC meeting will be three members and at least one member should be present from the First Party. Voting rights of the members shall be transferrable to any nominated members.
 3. The meeting of SMC will be held at least in every Quarter.

C. FINANCIAL

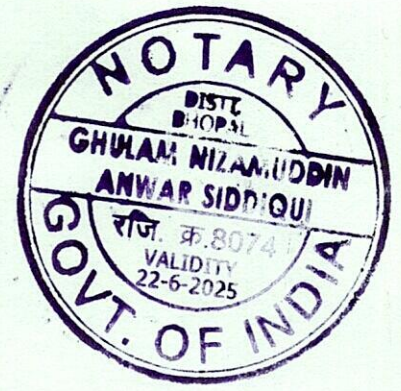
1. **First Party** will fund the entire cost of construction, equipping and day-to-day running of the "**Kanya Shiksha Parisar, Sehore run by Surya Foundation.**" as per the norms for other Kanya Shiksha Parisars run by the MPSARAS/State Government.

Second Party will not charge any royalty of franchise cost for its expertise or use of **Second Party** logo or name for the duration of this MOU.

2. The **First Party** will provide the recurring cost up-to the maximum total 480 ST girl students; as per the prevailing norms for other Kanya Shiksha Parisars run by the MPSARAS/State Government. The Calculation of entitlement per student & for 480 ST students as per prevailing norms are given in below table:-

Sr.	Entitlement	Per Student	Total Annual Cost Limit
1	Student	23,640	11,347,200
2	School	4,179	20,05,920
3	Establishment	36,759	17,644,320
Total		64,578	30,997,440
Per Student Per Year Expenditure Cost Rs. 64,578/-			

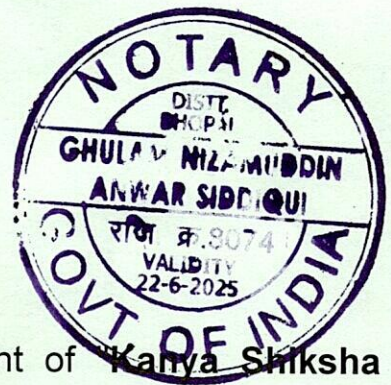
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3. The First Party will be empowered to release the fund to the Second party in 04 Quarterly installments (preferably in advance before starting of each quarter) as per prevailing above & time to time updated norms and entitlements.
4. Determination of the fees for 160 paid day-scholars shall be done by the School management Committee and the fund incurred from these 160 paid day-scholars shall be utilized for betterment of the educational facilities in the "**Kanya Shiksha Parisar, Sehore run by Surya Foundation.**"
5. For the purpose of receiving and disbursement of funds, an account in the name of "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" shall be opened.
6. Annual accounts of the school shall be audited by independent Auditor, appointed by Surya Foundation and audited report will be furnished to the **First Party** within 6 months of the close of the financial year.
7. Audit of Annual Account of the **Kanya Shiksha Parisar, Sehore** for the Financial Year shall also be conducted by the CAG or its subordinate officers by the **First Party**.
8. An internal auditor shall be appointed by **Second Party** to provide quarterly financial report of the school. The report of this internal auditor will be submitted to the SMC.
9. The **Second Party** will have to follow the prevailing store & purchase rule of Government of Madhya Pradesh in the expenditure of finance received from the **first party**.

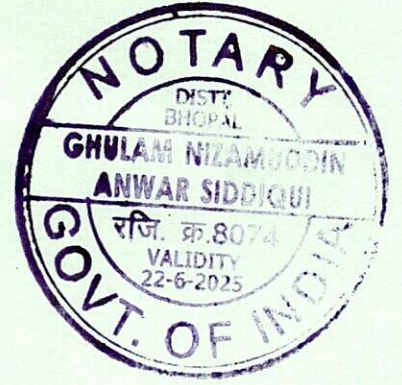
D. OBLIGATION AND DUTIES OF SECOND PARTY

1. To ensure a standard of education to meet the 'Objectives' as afore stated.
2. To manage the "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" for the duration of the MOU through the appointed SMC and its appointees. To select and appoint a Principal who will be



made responsible for the overall management of "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" through the appointed employees.

3. To frame "rules and regulations for the management of the school" with the provision that they may be changed, if required.
4. To frame "Terms & Conditions for admission of the paid day-scholars" and to frame rules of conduct for all students of the school.
5. To appoint a selection committee that will select and appoint qualified and experienced teachers and other staff to run "**Kanya Shiksha Parisar, Sehore run by Surya Foundation.**"
6. To decide about selection and admission of paid day-scholars in a transparent manner and based on merit.
7. To commence the school by **15 June 2022** admitting a maximum of 80 students (40 in each section) in standard 6th for the academic year 2022-23 along with the promoted students of the last year of classes 6th to 11th.
8. To ensure that the private teachers and staff shall be appointed as per the prescribed eligibility norms of the State Government; along with their remuneration, the benefit of EPF, ESI, GST etc. shall also be given as per rules.
9. To maintain the assets of "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" in good condition within the Entitlement given by the First Party.
10. The available infrastructure and other materials of the school will be allowed to be used by Second Party "as is where is" basis. Second Party should have no material alteration of a permanent nature to the structure/superstructure of the infrastructure without prior approval of first party. According to the above Section C Point 2 the entitlement fixed in the institutional head will be utilized for the maintenance etc. of the school infrastructure by **Second Party**. If more than this amount is required, the additional amount will be arranged by **Second Party**.



E. OBLIGATION AND DUTIES OF FIRST PARTY

1. To release the recurring cost to "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" as per above point C 2 & C 3.
2. In the interest of the students, necessary capital expenditure for any changes or new constructions to be made in the school premises shall be arranged by the **First Party** to the extent of similar other Kanya Shiksha Parisar (of 480 ST students) run by the department subject to the availability of necessary budget as prescribed.
3. The **First Party** will provide the buildings i.e. academic, auditorium, hostel, Mess, Sports complex, play grounds and staff quarters including furniture, equipments and provide other infrastructure facilities etc. "**as is where is**" to "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**".
4. To provide adequately furnished accommodation and residential facilities for 480 students, Principal of the school, teaching & admin staff as per the prevailing norms for other Kanya Shiksha Parisars run by the MPSARAS/State Government.
5. To assist Surya Foundation to obtain affiliation or recognition of the school by CBSE.
6. To ensure that the students enrolled in the "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" receive all other benefits as per the prevailing norms for other Kanya Shiksha Parisars run by the MPSARAS/State Government.

F. GENERAL

1. Girl children of the teachers & staff members may be admitted in the school as day-scholar. The First party shall not bear their expenses of such students.
2. If the **Second Party** raises some public donation, by way of cash or kind, the same will be treated as additionally to the amount committed by the **First Party** and the **Second Party** will be free to decide the end use of such funds/assets for the benefit of the school.



3. The teaching and non-teaching staff will be the employees of **Second Party** and in no condition the **First Party** will be responsible for their employment & any other issue.
4. Addition, Deletion or Revision to this MOU shall be possible through negotiation between the Chairmen of **Second Party** or his nominees and the Chairperson of Executive Committee (MPSARAS) **First Party**, such addition deletion or revision duly accepted by both parties shall be recorded as an addendum to this MOU.
5. This MOU records understanding and obligation of **First Party** and **Second Party** towards fulfilling the 'Objectives' of the project, issues relating to disciplines of management and finances, curricular, co-curricular and residential needs of students and teachers within a denoted time frame. However, if any of the parties hereto, any time wishes to terminate this MOU, it shall do so on giving at least six months prior notices or as mutually agreed 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, First Party shall not be responsible for the services of the staff employed at "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**".
6. **Second Party** shall have the option to terminate this MOU with three months notice period in the event First Party is not able to fulfill its obligations. But the termination shall proceed at the end of academic year.
7. Upon termination of this MOU in terms of Clauses 5 & 6 as above, **First Party** will take over the affairs of the "**Kanya Shiksha Parisar, Sehore run by Surya Foundation**" and Second party will not be responsible whatsoever thereafter.
8. That all question relating to the interpretation and meaning of this MOU and all other disputes and differences arising between the Parties hereto either during the substance or upon termination shall be referred to the joint arbitration of (1) Chairman of Second Party (2) Chairperson of EC of the First Party, whose decision shall be final, conclusion and the binding on the parties to this MOU. Failing which such disputes shall be



14. In witness thereof, the parties to this MOU have hereunder signed on the day, month and year above mentioned in presence of witness.

For **COMMISSIONER TRIBAL AFFAIRS MP CUM SECRETARY
MPSARAS (Madhya Pradesh Special & Residential Academic Society)**

For **COMMISSIONER TRIBAL AFFAIRS MP
CUM SECRETARY MPSARAS**

SANJEEV SINGH
Commissioner
Tribal Affairs
Madhya Pradesh

For **Surya Foundation**

Witness : Kuldeep Bairagi

Date : 22.06.2022

Day : Wednesday

Place : Bhopal

Witness : Vasumitra Pandey

IDENTIFIED BY ME
Name Dheeraj Chohan
Address Bhopal
Signature

ATTESTED

22.6.2022
GHULAM NIZAMUDDIN
ANWAR SIDDIQUI
NOTARY/ADVOCATE, BHOPAL (M.P.)