

Authority :- Sainik Schools Soicety Rule Book Appendix 'C'

Agreement to be executed by Parents/Guardians of students selected for admission in SainikSchool.

Khara Kheri Distt Fatehabad (Haryana)

(on a Non - Judicial stamp paper of Rs.10/-)

1. This agreement is made on this day of(month & year) between of (hereinafter called the Guarantor which expression shall, unless excluded by the context or the meaning thereof, deemed to include his heirs, executors, administrators & Legal representative), of the one part and the Board of Governors Sainik Schools Society (hereinafter called the Governors, which expression shall unless excluded by the context or the meaning thereof, be deemed to include the Principal of Sainik School Khara Kheri of the other part.

2. Whereas School No.....S/o (hereinafter called the student) is son/ward of the guarantor and has at the request of the guarantor been selected for admission to Sainik School Khara Kheri interalia on the terms and conditions herein after appearing for the purpose of receiving education with a view to make the Regular Armed Forces as his profession in life if considered by the appropriate authority to be suitable and if there is any vacancy and if he be selected.

3. Now it is hereby agreed by and between the parties hereto as follows :-

4. That in consideration of the student being admitted by the Governors to the Sainik School for the purpose of the aforesaid education at the request of the guarantor, he the guarantor covenants with the Governors that the student will attend the Sainik School regularly and will observe and comply with all the rules and regulations thereof for the prescribed period or until he is declared fit for admission to any institution as may from time to time be prescribed by the Governor for training for entry to the Regular Armed Forces and that he, the Guarantor shall pay to Governors regularly and promptly and whenever called upon to do so all the fees as prescribed if he is not in receipt of any scholarship or part thereof.

5. That if for any reason, not beyond the control of either the student or the guarantor the student fails to pursue his studies at the said school before appearing for selection for entry to any institution as may from time to time be prescribed by the Governors for training for entry to the regular Armed forces or fails to appear for the entry to or in the event of his not succeeding in the said selection fails to reappear for selection till such time as his age permits him to do so according to the rules and regulations for the time being in force or having been successful at the said selection does not proceed to one of the said institutions to which he may be directed to proceed for being trained for entry into the regular Armed Forces, or having joined the said institution fails to complete training thereafter entry into the Regular Armed Forces or fails to join Regular Armed Forces after completing the training at the said institution then and in any such case the guarantor shall forthwith pay to the Governors in cash the sum the student has received from the school and/or the State Government/Central Government the value of the scholarship he has received for the period the student was at the said school.

6. That if after admission any of the following viz proof of 'Domicile Certificate', certificate of age, School Leaving Certificate, Medical Certificate and Statement of Income supplied by the guarantor is found to be false in any way or not in order, the guarantor shall forthwith pay to the Governors in cash the student has received from the school and/or the State Govt./Central Govt./U.T. the value of the scholarship he has received for the period the student was at the said school.

7. That if after admission the student is found to be medically unfit in any way at the time

which might, according to the opinion of the appropriate medical authorities render him unfit for his future entry to the Regular Armed Forces, the student will be withdrawn at once, but it would be open to the guarantor to retain him in the school on payment of the full fee prescribed by the Governors from date the student is found medically unfit.

8. In any case if the student is withdrawn the school fee will not be refunded.

9. That the Governors will not be liable for any damages / charges on account of injuries, fatal or otherwise which may be sustained by the student at any time during his stay in the school while taking part in sports, NCC extracurricular or any other form of activities of the school, within or outside the school premises including educational tours, excursion, treks undertaken through any mode of travel. All expenses that may be incurred in treatment of such injuries will be borne by the parents/guardians as provided in the rules of the said school.

10. That the Principal can in the interest of the school have the student removed if, in the Principal's opinion, the student has failed to accept the discipline of the school and his continued presence is detrimental to the interest of the other students and/or the student fails to come up to the academic standard of his class and when detention in the same class would make the student over age for entry into National Defence Academy.

11. In the event of any question, dispute or difference arising under this agreement (except as to any matters the decision of which is specially provided for in this agreement) the same shall be referred to the sole arbitration of an officer appointed by the Board of Governors, Sainik Schools whose decision shall be final. It will be no objection that the arbitrator is a Government Servant and that he had to deal with matters to which the contract. In the event of arbitrator retiring or being unable to act for any reason it shall be lawful for the Governors to nominate another arbitrator.

12. Subject as aforesaid, the Arbitration Act, 1940 and the rules framed there - under any statutory modifications there to, shall apply to the arbitration proceeding under this clause. In the event of any dispute of difference arising between the parties the same shall be subject to the jurisdiction of courts at Fatehabad only.

13. In witness whereof has set his hand and _____ the Principal, Sainik School Khara Kheri by the order and direction of the Board of Governors has set hand the day and the year first above written .

Signed by
Parents
In the presence of
(See note (b) below)

Signed by
for and on behalf of the
Sainik School Society

(Signature of Gazetted Officer)

Notes:-

1. The agreement form is to be duly stamped; the necessary stamp paper is to be purchased by the guarantor from the local Revenue Officer.
2. The signature of the guarantor is to be witnessed by any Government servant of gazetted status.
3. The space provided for the date in the 1st para of the agreement form should not be filled in by the guarantor. This will be filled on the date on which the agreement will be signed by the Principal Sainik School, Khara Kheri.