

APPENDIX 'D'

THIS AGREEMENT is made this _____ day of _____ 20____ between _____ of _____ (hereinafter called the Guarantor, which expression shall unless excluded by the context of the meaning thereof the deemed to include his heirs, executors, administrators, and legal representatives) 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 the Sainik School Nalanda of the other part.

WHEREAS Master _____ (hereinafter called the student) is the son/ward of Shri _____, the guarantor and has at the request of the guarantor been selected for admission to the Sainik School Nalanda inter alia, on the terms and conditions hereinafter appearing for the purpose of receiving education with a view to making the Regular Armed Forces, his profession in life, if considered by the appropriate authority to be suitable and if there is any vacancy and if he be selected.

NOW IT IS HEREBY AGREED BY AND between the parties hereto as follows:-

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 prescribed by the Governors, for training for entry to the Regular Armed Forces and that he, the guarantor shall pay to the Governors regularly and promptly and when ever called upon to do so all the fees as prescribed, if he is not in receipt of any scholarship.

That if for any reasons 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 said selection 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 declared 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 institutions fails to complete the training there at for the entry into the Regular Armed Forces or fails to join the Regular Armed Forces after completing the training at the said institution, then and if 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 scholarships he has received for the period the student was at the said school.

That if after admission any of the following viz, proof of domicile, certificate of age 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 sum the student has

received from the school and/or the State Government/Central Government (the value of the scholarships he has received) for the period the student was at the said school.

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 authority, 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 at the school on payment of the full fee prescribed by the Governors from the date student is found medically unfit.

That the Governors will not be liable for any damages/charges on account of injuries which any be sustained by the student at any time during his stay in the school while taking part in sports or other extra-curricular activities of the school or on account of any other reason directly or indirectly related to his stay as a student in the School. All expenses that may be incurred in treatment of such injuries will be borne by the parent/guardian as provided in rules of the said school.

And that if there is any dispute as to the effect or meaning of these presents or in any way touching or arising out of these presents, the same shall be referred to the sole arbitration of the Board of Governors, Sainik Schools, whose decision shall be final.

IN WITNESS WHERE OF _____
(guarantor) has set his hand and the Principal, Sainik School Nalanda by order and direction of the Board of Governors has set his hand the day and the year first above written.

Signature of the Parent

Signature of the Principal, Sainik School Nalanda

Signed by
in the presence of
(See note (b) below)

Signed by for and on behalf of the
Board of Governors, Sainik Schools
in the presence of

Witness _____
(Gazetted Officer)

Witness _____
(Gazetted Officer)

Note:-

1. The agreement form is to be fully stamped. The necessary stamped paper for Rs 100/- 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 in on the date on which the agreement will be signed by the Principal, Sainik School Nalanda.