



GOVERNMENT OF KERALA

Abstract

General Education Department - No Objection Certificate for CBSE)/ICSE Affiliation to Schools - Orders issued.

GENERAL EDUCATION (N) DEPARTMENT

G.O.(MS)No.255/2011/G.Edn.

Thiruvananthapuram, Dated 28.12.2011

- Read:
1. G.O.(MS)No.18/88/G.Edn. dated 12.01.1988.
 2. Order dated 18.7.2011 of the Hon'ble Supreme Court of India in SLP No.11666-11667/2009
 3. G.O.(MS)No.202/11/G.Edn. dated 07.10.2011.
 4. Letter No:NS2 (2) 82451/11/DPI dated 30.11.2011 & NS(2) 82452/11/DPI dated 30.11.2011 from the Director of Public Instructions, Thiruvananthapuram.
 5. Letter No.NS(2) 80986/11/DPI dated 15.12.2011 from the Director of Public Instructions, Thiruvananthapuram.

ORDER

Government have issued new guidelines for the issuance of NOC to CBSE/ICSE Schools as per G.O. read as third paper above. Based on the proposal recommended and forwarded by the Director of Public Instructions as per his letters read above Government are pleased to issue NOC to the following schools that are found eligible as per the guidelines in the Government Order read as 3rd paper above.

1. Mary Matha Public School, Kadaplamattom, Kottayam
2. Little Flower English Medium School, Chelavoor, Kozhikode,
3. Ahalia Public School, Kozhippara, Palakkad.

The NOC is issued subject to the execution of agreement with Government in the prescribed format.

By Order of the Governor,
M.S.AABRAHAM,
Deputy Secretary to Government.

To

Mary Matha Public School, Kadaplamattom, Kottayam
Little Flower English Medium School, Chelavoor, Kozhikode,
✓ Ahalia Public School, Kozhippara, Palakkad
Director of Public Instructions, Thiruvananthapuram,
The Deputy Director of Education, Pala/Kozhikode/Palakkad (through the DPI, Tvpm)
The District Education Officer, Pala, Kozhikode/Palakkad (through the DPI, Tvpm)
The Advocate General, Ernakulam.(with covering letter)
The Standing Counsel, New Delhi. (with covering letter)
The Secretary, CBSE/ICSE, New Delhi (with covering letter)
Stock File/Office Copy.

Forwarded/By Order


Section Officer.

भारतीय गैर न्यायिक

एक सौ रुपये

₹. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

കേരളം केरल KERALA

M 498380

AGREEMENT

THIS AGREEMENT is made on the 3rd day of January, 2012 at Thiruvananthapuram between the Governor of Kerala (hereinafter referred to as the "Government" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by Secretary to Government, Ministry of Education, Kerala State of the FIRST PART and Ahalia International Foundation, Kozhipara P.O., Palakkad District, Pin-678 557 (hereinafter referred to as the Educational Agency which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by A.G. AJITH PRASAD, Trustee of the OTHER PART.

WHEREAS the Educational Agency has established a School by name, Ahalia Public School, hereinafter referred to as the School in the year 2006.



Narayan

AND WHEREAS the School has requested NOC/sanction from the Government for getting CBSE/ICSE affiliation.

AND WHEREAS the Educational Agency hereby agrees that it would conduct the School only in accordance with the guidelines prescribed by Government in GO (MS) No.202/11/G.Edn dated 07.10.2011 and such conditions as may be prescribed by the Government of Kerala from time to time.

AND WHEREAS the Government have decided to issue sanction to the Educational Agency to conduct CBSE/ICSE syllabus in the School vide GO(name of the GO sanctioning approval) the details of which are annexed hereto which shall form part of this Agreement as if incorporated herein.

AND WHEREAS in consideration of the aforesaid decision of the Government, the Educational Agency specifically agrees to run the School in accordance with the terms and conditions hereinafter set below:-

1. The Educational Agency agrees to submit the documents to prove that the School has adequate infrastructural facilities, human and physical to conduct the School as per the approved syllabus as required by the Government.
2. The Educational Agency agrees to abide by the condition that the medium of instruction of the School shall be English and Malayalam shall be compulsorily taught as a paper with a prescribed text book and proper academic evaluation as instructed by State Government from time to time.
3. The Educational Agency agrees that the rate of tuition and other fees charged shall be commensurate with the facilities provided and a yearly return of the fee charged (all fees) shall be filed before the District Educational Officer concerned and in the School website.



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4. The Educational Agency agrees to appoint only qualified and eligible staff and agrees to pay the salary and allowances and other benefits to the employees of the School. Employees in the CBSE/ICSE School shall be offered the same pay scales as in Government Schools for equivalent categories. The pay shall start at the minimum of the scale and employees shall be eligible for DA and increments as is allowed in Government Schools from time to time.
5. The Educational Agency agrees to follow the Pupil-Teacher Ratio of 30:1 in all classes and to enroll the teacher thus required in CPF Schemes.
6. The Educational Agency agrees that the admission to the School shall be open to all without any discrimination on the ground of religion, caste or race, place of birth of any of them and that the School shall strictly comply with RTE ct and Rules and shall provide admission to students belonging to category to be notified by Government to 25% of seats. The fees payable by such students shall be fixed by Government from time to time.
7. The Educational Agency agrees to enable the Government and its representatives to inspect, verify and monitor the Scholl and its records at any time the Government so decides and the School shall furnish all information as may be required for by the Government.
8. In the event of breach of any of the conditions mentioned above by the Educational Agency, the School run by the Agency will be closed down with effect from the beginning of the next academic year.
9. The Educational Agency agrees to obtain and submit before the Government the duly attested copy of the letter of affiliation from the respective Boards within days of receipt of the same.



Chandrasekhar

Ranjana

10. In the event of breach of any of the condition mentioned above by the Educational Agency, the Government is authorised to adjudicate the question of compensation which the Educational Agency is liable to pay to the Government, if any, and upon such adjudicate the Educational Agency shall pay to Government the amount so fixed, failing which the amount of compensation adjudicated shall be recoverable under the provision of the Kerala Revenue Recovery Act, 1968, as if they were public revenue due on land.

11. In the event of the breach of any of the conditions mentioned above by the Educational Agency, the Government shall also be entitled to withdraw the NOC without format notice to the Educational Agency.

IN WITNESS, WHEREOF the parties hereunto have set their hands to these presents on the 3rd day of January 2012 first above mentioned.

Signed by..... *[Signature]*
 ABRAHAM M. S.
 Deputy Secretary
 Gen. Education Dept.
 Govt. Secretariat, Thiruvananthapuram

PARTY ON THE FIRST PART

In the presence of the witness:

1. *Prithi*
 PRITHI. G. Sr. Grade Asst, Gp. Edn EO Dept *Prithi*
2. Reji Rejinder, Selection Grade Assistant *Prithi* PAL

Signed by: *[Signature]* ASITHAPRASAD - A.G. P.O. KOZHIVAYAR
 (TRUSTEE)

PARTY ON THE SECOND PART:

In the presence of the witness:

1. ABU RASHED: T. THAKKADANCH) RAJENDRAN, (PO) MALAPPURAM (D.I) *[Signature]*
2. ANAND L., T.C. 28/2024, Sreekandeeswaram, TVPM *[Signature]*

[Signature]



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