

## Seven Hills Residential School, Sambalpur

## Agreement

| 1. | 1. This agreement is made onBETWEEN Mr                                      |                                |
|----|---|--------------------------------|
|    | (Herein after called as GUARANTOR which expression shall, unless excluded I |                                |
|    | thereof, be deemed to include his/her heirs, executors, administrators and  | legal representatives) of the  |
|    | one part and BOARD OF DIRECTORS OF SEVEN HILLS EDUCATIONAL                  | AND HEALTHCARE SOCIETY,        |
|    | SAMBALPUR, (here in called as DIRECTORS which expression shall unless e     | excluded by the context or the |
|    | meaning thereof, shall be deemed to be represented by the PRINCIPAL C       | OF SEVEN HILLS RESIDENTIAL     |
|    | SCHOOL, SAMBALPUR - 768006) of the other part.                              |                                |

- 3. NOW THIS AGREEMENT BETWEEN THE PARTIES WITNESSES AS FOLLOWS:
- a) That in consideration of the student being admitted by the Directors to Seven Hills Residential School, Sambalpur for the purpose of the aforesaid education at the request of the guarantors, the guarantor, covenants with the Directors that the student will attend Seven Hills Residential School, Sambalpur regularly and will observe and comply with all the rules and regulations thereof for the prescribed period, and that he/she the Guarantor, shall pay to the Directors regularly and promptly and whenever called upon to do so, all the fees and other costs, as prescribed. Any lapse in the above requirements can lead to the student's removal from the school without notice at the discretion of the Principal, whose decision on such matters are final.
- b) That the guarantors hereby agree to be and shall at all times herein after be, responsible for all charges, fees, costs and other charges raised from time to time and further, the guarantor undertakes to discharge all the dues promptly and not cause any hindrance in the studies of their ward.
- c) That the said student has been admitted on the understanding that his/her first term is probationary and that he/she will be required to leave the school at the end of the first term/first year, if the Principal is of the opinion that his/her capability and attainment do not reach the standard as requisite for admission.
- d) It is hereby agreed that the Principal of Seven Hills Residential School, Sambalpur has the sole discretion to place the student in different classes and the guarantor shall not have the right to question the same.
- e) That the Principal can, at any time, in the interest of the school, have the student removed, if in the Principal's sole discretion, the student has failed to accept the discipline of the school and his/her 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/her class and when detention in the same class would make the student too old for his/her class.
- f) The guarantor hereby agrees that no fees either partial or full will be refunded in the event of the student being required to leave the school during the course of the academic year for any reason, other than on medical grounds, which shall be acceptable to the Principal.
- g) That the Directors will not be liable for any damages/charges on account of any medical conditions, allergies and injuries, fatal or otherwise, which may be sustained by the student, at any time during his/her stay in school, while taking part in studies, sports and extra-curricular, or any other form of activity of

the school, within or outside the school premises, and all expenses that may be incurred in the treatment of such injuries will be borne by the parent/guardian as provided in the rules of Seven Hills Residential School, Sambalpur.

- h) That the Directors will not be liable for any damages/charges on account of any loss or damage to the personal property of any enrolled student, regardless of where or how the loss or damage occurs.
- i) The Guarantor hereby agrees to indemnify the Governor for any loss or damage caused to the school or its property or its people by the ward, as determined by the Principal.
- j) The Guarantor agrees to settle the dues and outstanding bills if any at the end of the academic year or at the time of the ward leaving the school and it is further agreed that the Governor has the right of the lien over the testimonials and other certificates till the dues/outstanding bills are paid by the Guarantor.
- k) The Directors have right to withhold the transfer certificate and any other certificates until the dues/bills are cleared.
- I) 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 Directors of Seven Hills Residential School, Sambalpur whose decision shall be final and subject to the jurisdiction of Odisha High Court, Cuttack.
- n) IN WITNESS WHEREFORE the guarantor Mr. ......has set his/her hands and the Principal, Seven Hills Residential School, Sambalpur by the order and direction of Board of Directors has set his hand on the day and the year mentioned hereunder.

| Signed and delivered by Gurantor | Signed and delivered by                            |
|----------------------------------|--|
|                                  |  |
| At                               | For and on behalf of the Board of Directors, Seven |
| On                               | Hills Residential School, Sambalpur – 768006       |
| In the presence of               | On   |
|                                  | In the presence of                                 |
|                                  |  |
| Resident of                      |  |
|                                  |  |
|                                  | Resident of  |
|                                  |  |
|                                  |  |

(Signature of witness)

(Signature of Witness)