मा.पुलिस निरीक्षक ,पुलिस स्टेशन कोराडी , नागपुर

मा.पुलिस निरीक्षक ,पुलिस स्टेशन कामठी , नागपुर

रीपोर्टर : अँड. सतीश महादेवराव उके,

पार्वतीनगर , नागपूर -२७

विषय : बनवारीलाल पुरोहित , देवेंद्र फडणवीस , चंद्रशेखर बावनकुळे , महाराष्ट्र बिजली विभाग कि कंपनी महानिर्मिती के अधिकारी और भगवानदास पुरोहित विद्या मंदिर इनके पदाधिकारी इनके खिलाफ IPC कि दफा ४६५,४६७,४६८, ४७१, ४७४, ४२०,१२०-ब,३४ के तहत अपराध दाखील होणे हेतू रिपोर्ट

#### महोदय,

श्री बनवारीलाल पुरोहित इनके देवेंद्र फडंणवीस और चंद्रशेखर बावनकुळे इनसे काफी घनिष्ठ तालुकात थे. वह देवेंद्र फडणवीस इन्हे उनकी संस्था भगवानदास पुरोहित विद्या मंदिर के कई कार्यक्रम मे अतिथी के तौरपर बुलाते भी थे . मैने २०१४ मे देवेंद्र के खिलाफ चुनाव याचिका दाखील कि वह न्यायालय से निरस्त हो इसके लिये बनवारीलाल पुरोहित इन्होने काफी मदत भी फडणवीस को कि थी वह किसके साथ मुंबई गये थे इसका पता चलनेपर काफी राज सामने आयेंगे. देवेंद्र फडणवीस के मामले को लेकर , मेरे खिलाफ मा. उच्च न्यायालय मे २०१६ से चल रहे अवमान याचिकामे महाराष्ट्र राज्य का सहभाग के बारे मे भी बनवारीलाल पुरोहित के संबंध का काफी महतापूर्ण योगदान रहा ... अभी यही बहाणा करके नागपूर पुलिस / देवेंद्र के कार्यकाल मे नागपुर मे स्थापित देवेंद्र फडणवीस के निकटवर्ती कूछ चुनिंदा अधिकारी मेरे खिलाफ षड्यंत्र करते रहते है . मा. गृहमंत्री महोदय इन्हेभी गुमराह करते रहते है और जल्दहि देवेंद्र फिर से महाराष्ट्र के मुख्यमंत्री बनेंगे इस आसपर नागपूर मे टिके हुवे है, मुझे आशा है

२०२४ मे देवेंद्र फडणवीस भारत के प्रधानमंत्री बनेगे यह चाहत रखणे वालोमे से एक के तौरपर बनवारीलाल पुरोहित इन्हे नागपूर के लोग जानते है . फडनवीस को उपर्लीखीत मदत कि इस कारण बनवारीलाल पुरोहित इन्हे काफी फायदे मिले जो जगजाहीर है , उसमे से एक फायदा यह है कि फडणवीस सरकार के सन २०१४ से २०१९ के कार्यकाल मे देवेंद्र फडणवीस - बनवारीलाल पुरोहित व्यक्तिगत संबधो के चलते , पुरोहित इनकी भारतीय विधा भवन , भगवानदास पुरोहीत विधामंदिर , सिविल लाइन्स, नागपूर इस संस्था को १० एकड महानिर्मिती,कोराडी, नागपूर कि करोडो किमत कि जमीन दि गई है . यह जमीन कैवल व्यक्तिगत संबधो के चलते हि दि गई है .

प्रती,

देवेंद्र फडणवीस और चंद्रशेखर बावनकुळे इन्होने महाराष्ट्र सरकार के बिजली विभाग के अधिकारी, मंत्रालय के अधिकारी द्वारा १० एकड जमीन भारतीय विधा भवन , भगवानदास पुरोहीत विधामंदिर , सिविल लाइन्स, नागपूर इस संस्था को दि गई . इसका दस्तावेज सब- रजिस्ट्रार ऑफिस कामठी, नागपूर यहा दस्त क्र. ४४७२/२०१५ ता. ३.११.२०१५ कुल ३४ पन्नो का रेकॉर्ड मौजूद है . इस रेकॉर्ड मे देवेंद्र फडणवीस - बनवारीलाल पुरोहित व्यक्तिगत संबधो के चलते से कीस तरह जल्दबाजी कि गई और उसके लिये कीस तरह फर्जीवाडा किया गया और चंन्द्रशेखर बावनकुळे 'और अन्य इनके मार्गदर्शन मे किया गया , इसके सबूत दस्त क्र. ४४७२/२०१५ ता. ३.११.२०१५ कुल ३४ पन्नो के रेकॉर्ड मे मौजूद है.

- दस्त क्र. ४४७२/२०१५ ता. ३.११.२०१५ को पेज नं. ३३ के अनुसार दोपहर २.३६ बजे सारे कागजातोंके साथ सब- रजिस्ट्रार ऑफिस कामठी, नागपूर इनके सामने पेश किया गया . - दस्त क्र. ४४७२/२०१५ ता. ३.११.२०१५ को पेज नं. ३४ के अनुसार दोपहर २.४८ बजे रजीस्ट्रेशन कि सारी प्रक्रीयाये सब- रजिस्ट्रार ऑफिस कामठी, नागपूर इस जगह पुरी हो गई

- दस्त क्र. ४४७२/२०१५ ता. ३.११.२०१५ को पेज नं. २९ के अनुसार कब्जा रसीद यह ता. ३.११.२०१५ को दोपहर ३.०० बजे महाराष्ट्र सरकार के बिजली विभाग कि महानिर्मिती कंपनी के मुख्य अभीयंता श्री उमाकांत निखारे और भारतीय विधा भवन , भगवानदास पुरोहीत विधामंदिर , सिविल लाइन्स, नागपूर के संचालक के बीच गवाहदार श्री करडे और श्री अस्वले इनके सामने मौजा- खापरखेडा ,गट नं. ७८ यहा दि गई जमीन स्थळ: कोराडी /नागपूर यहा रसीद बनाई गई और कब्जा दिया गया.

यह ता. ३.११.२०१५ दोपहर ३.०० बजे का स्थल: कोराडी /नागपूर यहा बनाया गया कब्जापत्र का दस्त /कागज वहा से करीब १२ किलोमीटर दूर करीब २५ मिनट का रस्ते का सफर तय करके सब- रजिस्ट्रार ऑफिस कामठी, नागपूर यहा जाकर दस्त क्र. ४४७२/२०१५ मे उसी दिन ता. ३.११.२०१५ को दोपहर २.३६ बजे जुड गया (दोपहर ३.०० बजे बना कब्जापत्र)

ता. ३.११.२०१५ दोपहर ३.०० बजे स्थल: कोराडी /नागपूर यहा बना कब्जापत्र का दस्त /कागर्ज वहा से करीब १२ किलोमीटर दूर , २५ मिनट के रस्ते का सफर तय करके सब- रजिस्ट्रार ऑफिस कामठी, नागपूर यहा जाकर उसके पहले के वक्त दोपहर २.३६ बजे जुड नही सकता , इस तरह फर्जीवाडा हुवा है .

यह सिद्ध करता है कि जमीन आवंटन कि सारी कारवाई यह बनवारीलाल पुरोहित - देवेंद्र फडणवीस और चंद्रशेखर बावनकुळे इनके व्यक्तिगत संबधोंके चलते हवी है . इसमे महाराष्ट्र सरकार कि बिजली विभाग कि महानिर्मिती कंपनी कि जमीन फर्जी तरीके से दि गई है . इस काम मे फर्जी कागजात भी तैय्यार हुवे और उसका सब- रजिस्ट्रार ऑफिस कामठी, नागपूर यहा दस्त क्र. ४४७२/२०१५ मे ता. ३.११.२०१५ को इस्तेमाल हुवा और उसमे फर्जी लेख बनाया गया और इस्तेमाल किया है , यह तैय्यार किया किमती दस्तावेज आगे इस्तेमाल करणे के लिये इसमे शामिल लोगोंने अपने पास रखा है . यह हरकत बनवारीलाल पुरोहित - देवेंद्र फडणवीस और चंद्रशेखर बावनकुळे , महानिर्मिती के अधिकारी और , भगवानदास पुरोहित विद्या मंदिर इनके पदाधिकारी इन सभीने अपराधिक षड्यंत्र रचकर और 'सभीने शामिल हो कर कि है .

इसके बाद बनवारीलाल पुरोहित , देवेंद्र फडणवीस और चंद्रशेखर बावनकुळे महानिर्मिती के अधिकारी और , भगवानदास पुरोहित विद्या मंदिर इनके पदाधिकारी इन्होने इसी जगहपर बनवारीलाल पुरोहित संस्था के स्कूल का भूमिपूजन भी किया है .

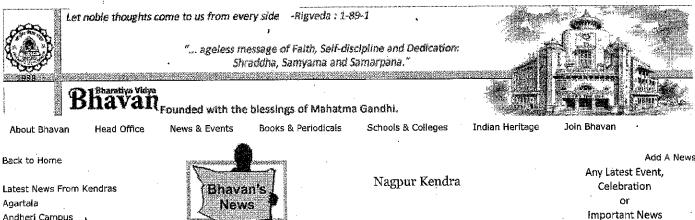
बनवारीलाल पुरोहित , देवेंद्र फडणवीस , चंद्रशेखर बावनकुळे , महानिर्मिती के अधिकारी और , भगवानदास पुरोहित विद्या मंदिर इनके पदाधिकारी इनके खिलाफ IPC कि दफा ४६५, ४६७, ४६८, ४७१, ४७४, ४२०,१२०-ब, ३४ के तहत अपराध दाखील होणे हेतू रिपोर्ट पेश है .

साथमे कुछ कागजात जुडे है .

नागपूर

ता. ७.०७.२०२०

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Sainikpuri

Spreading Bhavan's Image and Culture in the Rural Sector

Bhavan, Bharatiya Vidya Nagpur, is a fast-growing Centre with well established four schools which are at the forefront in the educational field. There is a great rush for admissions and there has been a persistent demand to open more schools in Nagpur.

A fifth school is being opened at Koradi, about 16 kms from which 10 acres of land has MAHAGENCO (Maharashtra

Chief Minister Shri Devendra Fadnavis performing the centre of Nagpur city for bhoomipujan of Bharatiya Vidya Bhavan's Koradi branch. Former MP Banwarilal Purohit, Energy Minister Chandrashekhar Bawankule, Ramtek member of been taken over on a 30-year Parliament Krupal Turnane, MLA Sunii Kedar, Nagpur ZP

lease which will benefit the President Nisha Sawarkar, Executive Committee member Rakesh Purchit and others look on.

State Power Generation Corporation Ltd.) and many other villages nearby who are in dire need of quality education for the children residing in the vicinity. The Bhoomipujan of this new school was performed by the Chief Minister of Maharashtra, Shri Devendra Fadnavis, who was accompanied by Shri Chandrashekhar Bawankule, Energy Minister and other dignitaries. The Member of Parliament and Member of Legislative Assembly of the area and many other dignitaries were present on this occasion including the Senior Officers of MAHAGENCO, Officials of Zilla Parishad and the Sarpanch of the village.

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- Unveiling Goddess Saraswati
- Folk Dance Competition
- Drama Festival
- Downpour of Awards
- Kalasrjan
- Havan Puja at Bhavan's Chinchbhuvan School
- Annual Day celebrations
- Bhoomi Pujan for Sanskritik Kendra
- Bhoomipulan of Bhavan's 6th School
- Principals' Conference
- School conducts 'Baldarbar
- Celebrations
- Folk Dance Competition
- Baladarbar 2017
- Bhavan's New Auditorium in Nagpur
- 'Guru Vandana' by Bhavan's Kalasrian
- Personality Shaping The Indian Vedic Perspective
- Baldarbar the Mega Childrens Drama Festival
- Abhivyakti-2016 displays a Kaleidoscope of Culture and Colour
- Communal Harmony Week 2015
- Annual Folk Dance Competition
- 'Baldarbar', Children's Drama Festival
- Inauguration of Bhavan's NTPC Vidya Mandir, Mouda
- Drama Festival Baldarbar
- Helping hands
- Admissions under RTE
- International Award
- Annual Day Celebrations
- Sports Quiz
- Platinum Jubilee
- Fourth School Opened
- Dance Academy Par Excellence
- Best Student 2011
- Bhavan students excel in sports

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#### LEASE DEED

This Deed of Lease is made at Nagpur on this 2<sup>nd</sup> day of November, 2015;

#### BETWEEN

#### MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED,

a company duly incorporated under the provisions of the Indian Companies Act 1956 having its Head Office at "Prakashgadh", Plot No. G-9, Bandra (East), Mumbai, acting through its Chief Engineer, Mahagenco, Koradi Shri Umakant Shriram Nikhare, son of Shri. Shriram Nikhare; aged about 55 years, Occupation : Service, R/o A Type, Vidyut Vihar Colony, Koradi. Tahsil : Kamptee, District : Nagpur THE LESSOR (PAN NO.AARPN5043M) (hereinafter referred to & called as PARTY NO.1/MAHAGENCO/MSPGCL which term shall mean & include, unless contrary to the reference or meaning thereof the said Lessor Maharashtra State Power Generation Company Limited, its Managing Director, Directors, Officers, their successors, liquidators, assignees, executors, official signatories, agents etc.) of the FIRST PART.



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াক। হলন BHARATIYA VIDYA BHAVAN, a society registered under the Societies Registration Act, 1860 and Bombay Public Trust Act, 1950, having its registered head office at Munshi Sadan, Kulpati K.M. Munshi Marg, Chowpati, Mumbai-400 007, acting through its authorised signatory Shri T.G.L. Iyer ,son of Shri Govindan Iyer, aged about 89 years, Occupation Service, working as Director, Nagpur Kendra of Bharatiya Vidya Bhavan, LESSEE (PAN NO.AAGPI3310P), hereinafter referred to as 'BHAVANS', which term shall, unless repugnant to the context or meaning thereof, always mean and include, the said Lessee Society, its Trustees, Beneficiaries, liquidators, nominees, administrators etc. of the OTHER PART

WHEREAS the Party No.1 MAHAGENCO is a company duly - incorporated and registered under the Companies Act. It is to state that Party No.1 was previously known as Maharashtra State Electricity Board, duly constituted under the provisions of the Electricity (Supply) Act, 1948. As per the Government Notification and transfer scheme approved and notified by the Government of Maharashtra the legal existence of Maharashtra State Electricity Board came to an end from 06.06.2005 in view of trifurcation. Simultaneously as per the State Government Ordinance the entire properties, rights and liabilities, depending upon the nature of the work, were taken over and passed in favour of the newly formed companies i.e. Maharashtra State Power Generation Company Limited, Maharashtra state Electricity Transmission Company Limited, and Miffanishtra Electricity Distribution Company Limited.

AND WHEREAS, Maharashtra State Power Scheration Company Limited is dealing with the work of generation of electrical energy and have its Thermal Power Station at various places including the Thermal Power Station at Koradi viz. Koradi Thermal Power Station. It is to state that for the

purpose of establishing the said Koradi Thermal Power Station as well as for other allied purposes and requirements of residential quarters and other activities, various lands were acquired by Maharashtra State Electricity Board/MSPGCL, including the lands at village Koradi and Mahadula, Tahsil : Kamptee, District : Nagpur, for Maharashtra State Electricity Board through the Collector, Nagpur District, Nagpur in the proceedings under the Land Acquisition Act which were tried and completed by the Land Acquisition Officer (General), Collectorate, Nagpur. The lands, which were acquired from village Koradi, Khaperkheda and Mahadula for M.S.E.B. includes the agricultural land bearing Khasra/ Survey No.77 & 78 of village Khaperkheda, P.H. No.14, Tahsil : Kamptee, District : Nagpur. It is stated that the land which were acquired was to be used for non-agricultural purpose i.e. for establishing Power Station and other allied activities as well as residential colonies and the land has been recorded as in the name of MSPGCL as per the records maintained by Revenue Department.

AND WHEREAS amongst large areas of land which were acquired for M.S.E.E. including the land referred above (which is described in detail in the schedule appended herewith) were given in possession of M.S.E.B. through land acquisition agencies in accordance with the Land Acquisition Act after the proceedings were completed and award was passed. It is to state that the land acquired for MSPGCL has not been completed stated and some portions

of the acquired lands are unutilized till now,

AND WHEREAS, BHAVANS is a society engreener viding quality education to the students, since 1938 and is presently running 4 (four) schools at Nagpur under the name and style 'Bharatiya Vidya Bhavan's Bhagwandas Purohit Vidya Mandir' and in order to ensure quality education, quality secondary education, and hence betterment and welfare of the

in the

children of its employees and neighborhood, Mahagenco has decided to associate itself with BHAVANS for constructing establishment of a quality educational institute at Koradi,

AND WHEREAS, in pursuance of meetings between the officials of MAHAGENCO and BHAVANS from time to time, as also in pursuance of Letter bearing Ref. No. DYCEC/CCC/Tech/257 issued by the Chief Engineer (Civil II) for MAHAGENCO, the parties have decided and accordingly entered into a Memorandum of Understanding for the fulfillment of aforesaid goals and with a view to discharge its Corporate Social Responsibility and Policy of MAHAGENCO and being satisfied of the credentials of BHAVANS and the quality of education being provided by it in its existing schools, Mahagenco has proposed and BHAVANS has agreed to establish a school at Koradi on the terms contained hereinafter.

# NOW THIS DEED OF LEASE IS MADE ON THE FOLLOWING TERMS & CONDITIONS :

 Mahagenco and Bhavans hereby agree to establish a school at Koradi, to be run under the name and style 'Bharatiya Vidya Bhavan's Bhagwandas Purohit Vidya Mandir' by Bhavans on the terms as contained in MoU and this Deed or as may be mutually amended from time to time. The said school shall be established in accordance with the terms and conditions agreed by the parties.

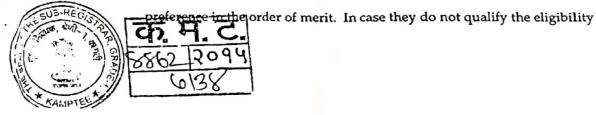
2) Mahagenco had agreed to provide and accondition of the land admeasuring 10 acres on lease, more particularly described in the Schedule of Property hereunder, for establishment of the proposed school to Bhavans on long term lease of 30 years, which will be extended for further period of 60 years against the lease rent as per prevailing

government rule/policy for which a separate lease deed shall be accordingly executed and registered as per the provisions of law.

- 3) Keeping in mind the very purpose behind establishment of the proposed school, it has been agreed by and between the parties hereto that while admitting students in the proposed school, following criteria will apply.
  - For available seats in Nursery Class, Kindergarten classes priority will be given to the wards/children of those employees of company namely MAHAGENCO, MAHATRANSCO, MAHADISCOM and its sister concern.
  - II) After completing admission process as per above mentioned priority to such each academic year, if there are any remaining seats to be filed for the said year for Nursery Class, Kindergarten classes of the school, those vacant seats shall be filed from the residents within 5 Km range of the vicinity.
  - III) After giving admission to all eligible children's of the above mentioned companies, remaining seats will be given to others as per Bhavan's prevailing rules.

**Explanation:**- For the purpose of this clause, residence of the vicinity within 5 Km radius shall have to produce a proof of address of residence or any PAP residing therein with address proof.

4) For Class I to X, admission shall be given on merit basis based on Entrance Test. However, in case of ward of the above mentioned companies, will have to score minimum 50% of marks in Entrance Test to be eligible for admission to the aspiring standard, and they will be given



norms, the student will be eligible for admission to one standard below the class to which he/she had applied for.

- 5) If upon giving priority of admission as described in above para (3 to 4), if there are any clear vacancies in total intake capacity then admission to pupils/wards/children beyond 5 Km radius be given on merit basis as per Bhavan's rules.
- 6) Insofar as exercise of rights, powers and authority vested in Bhavans by virtue of this Deed, the same may, subject to the understanding between Bhavans and its Nagpur Kendra, be exercised by the Kaudra Committee of Bharatiya Villya Bhavan, Nagpur Kendra.
- 7) Bhavans agrees to use the land described in the Schedule hereunder exclusively for setting up an educational institution and for carrying out associated activities upon the said land. Mahagenco shall render all the required assistance to ensure that the land leased out to Bhavans for establishing the proposed school is rendered eligible as per the norms of competent authorities, so as to enable Bhavans, to seek per the norms ion mean various authority as per statute.
- 8) Bhavans shall put necessary endeavours to ensure that the proposed school starts its operations from the academic session 2016-17 with Nursery, KG-I, KG-II and Class I to Class IV from the very first session. Rest of the classes i.e. Class V to Class X shall be commenced on 'One additional Class every year' basis.
- 9) For establishing the proposed school, Bhavans agrees and under takes to abide by the law of the land, as also the rules and regulations as may be binding upon the proposed school by virtue of its affiliation with Central Board of Secondary Education (CBSE) amongst any other set of laws,

rules, regulations bye laws as may be applicable or as may be made applicable in future by any competent authority.

- 10) The parties hereto agree and understand that the proposed school shall at\_all the times form subject matter of rules, regulations, service rules, bye laws or any other set of provisions as may be made applicable by *'Bharatiya Vidya Bhavan'* from time to time.
- 11) The parties hereto agree and understand that the Kendra Committee of Nagpur Kendra, Bharatiya Vidya Bhavan, shall vest with complete control and power to manage all the affairs of the school, including but not limited to the affairs as provided for in the clause below. For Management and running the School, School Management Committee will be formed which will include One Director of Mahagenco, along with one more member suggested by CMD of Mahagenco.
- 12) The parties hereto agree and understand that save as otherwise expressly provided herein, Mahagenco shall have no right whatsoever to interfere or intervene in any activity whatsoever in relation to the proposed school, including but not limited to activities in relation to
  - Planning & construction of the proposed school;
  - (ii) sanctioning of plans, interiors of the school;
  - (iii) administration and management of the proposed school;
  - (iv) recruitment process of staff, teachers, employees, etc.;
  - (v) admission of students;
  - (vi) fee structure,

This clause shall always be read and understood in its widest



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complete autonomy to Bhavans for running the proposed school with no interference of Mahagenco.

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- 13) It is agreed by and between the parties that the school managing committee of the school, irrespective of the nomenclature attributed to it, shall be formed as per the rules, regulations and provisions as may be provided for by CBSE and or Bhavans.
- 14) It is agreed by the parties hereto that the entire cost of planning, sanction, Construction, amenities, interiors, and management of the school shall be borne by Bhavans alone while Mahagenco shall be responsible for providing a construction worthy piece of land for establishing the proposed school.
- 15) It is specifically understood and agreed by the parties hereto that Bhavans alone shall be entitled to receive, use and utilize the monetary receipts in form of fees from students or any other form of monetary receipt from any activity that may be carried out within the premises leased out to Bhavans. Mahagenco shall be entitled to nothing but the annual lease rent for the land leased out to Bhavans, with its principal advantage/consideration for entering into this MoU and the Lease Deed being facility being provided to the children of its employees, to avail quality education in the proposed school as also the priority agreed to be given to the students of Mahagenco employees in the admission process.
- 16) It is further agreed that the members of School Managing Committee shall be nominated by the Kendra Committee of Nagpur Kendra of Bharativa Vidua Bhayan

Bharatiya Vidya Bhavan.



- 17) Bhavans assures and agrees that the fees to be charged from the students of the proposed school shall be similar to the fees then prevalent or being charged in other schools being run by Bhavans in the City of Nagpur.
- 18) As provided herein, 20% of the total intake capacity (i.e. Management Discretion Quota) in Nursery Class, shall be exclusively filled as per Bhavan's rules excluding admission under RTE. Out of such 20% of the total seats, Mahagenco shall have discretion to fill 10 seats i.e. for Nursery classes-4, seats, KG-1-3 seats & KG-II-3 seats.
- 19) Mahagenco, at all the times, shall ensure that none of its activities hinder or in any manner interrupt the smooth ingress and egress of staff, students, parents, members of the governing body and office bearers of Nagpur Kendra of Bharatiya Vidya Bhavar of the Atlantic the premises of the proposed school.
- 20) Bhavans shall keep Mahagenco indemnifie and the functioning and claim and or liability that may arise out of the functioning and management of the proposed school, including but not limited to claims/liabilities of students, staff/employees and or teachers, except for those claims and liabilities which are a direct or incidental consequence of duties and responsibilities attributed to Mahagenco.
- 21) Bhavans shall be completely responsible and liable for payment of bills pertaining to consumption of electricity, labour charges, wages, salaries of employees/teachers and other staff and water bills etc. and Bhavan shall indemnify Mahagenco in that regard.
- 22) The land given on lease is strictly given for the purpose of using the same for educational activities only and for no other purpose. Accordingly it is clearly understood and Party No.2 assures that the said



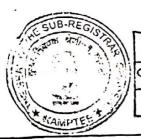
land shall be used only for the purpose of educational activities. It is agreed that Party No.2 would be entitled to and shall fence the said land by constructing a compound wall. The compound wall shall be constructed by identifying the said land and by having joint inspection and measurement thereof by the representatives of the parties hereto. Party No.2 shall also be entitled to erect such construction work on the said land as permitted by law. It would be the responsibility of Party No.2 to take such permissions and sanctions as required for the purpose of commencing, executing and completing the work of construction of vall as well as structure on the land described in the schedule which is given or lease. It is to state that Party No.2 is proposing the execute the construction over the land given on lease described in the schedule. The structure shall be constructed in accordance with the sanction by the sanctioning authority. It is also clearly understood that Party No.1 shall be responsible for quality of construction executed by Party No.2, which includes compound wall and Party No.2 hereby indemnifies Party No.1 from any kind of claim whatsoever arising out of any claims made with regard to the construction work.

- 23) The lease in respect of the land described in the schedule has been given for initial period of 30 years and the same would be extendable for further period of 60 years on the same terms and conditions, but subject to payment of such additional rent as per the prevailing rates/rent as per the rules of Government of Maharashtra.
- 24) It is agreed that Party No.2 shall pay a sum of Rs. 20,00,000/-(Rs. Twenty Lacs only) per year to Party No.1 as rent for the land given on lease. It is agreed that the tenancy year shall be governed by



2<sup>nd</sup> November, 2015 and shall end on 1<sup>st</sup> November, 2045 of the English calendar year. The rent shall be paid in advance on or before tenth day of November the every English calendar year. The rent mentioned above shall be exclusive of the taxes payable to the said property and it would be the sole responsibility of Party No.2 to pay taxes for the said portion of the land given on lease. The taxes shall be paid to concerned Revenue Authority or Gram Panchayat, as the case may be, or both.

- 25) In the matter of getting sanction and permissions requisite assistance shall be given by Party No.1 by issuing appropriate letters to that effect.
- 26) Party No.2 would be entitled to apply and obtain water connection as well as electricity connection for using the same in the tenanted area. Party No.1 assures to give required assistance by issuing No Objection Letter for obtaining electricity and / or water connection from the concerned department or public authority. However, it is made clear that the assistance shall be limited to issuing such No Objection Letter and nothing more than that. The electricity connection and water connection will be required to be applied and obtained at the own cost by party No.2.
  - 27) All the taxes and outgoings pertaining to the immovable property described in the Schedule shall be borne by Bhavans. Similarly, all the taxes pertaining to the educational activities being carried out upon the leased premises, shall also be borne by Bhavans.
  - 28) Mahagenco agrees to make its competent officers readily available for signing and execution of such documents, declarations, undertakings, applications, affidavits etc. as required. Mahagenco shall, if required by





executing such documents as may be necessary for obtaining requisite permissions, No Objection Certificates, clearances etc. for establishing the proposed school.

- 29) It is agreed that in case of breach committed by Party No.2 in respect of any of the terms and conditions of this Deed, the lease may be terminated by giving notice of six months to Party No.2, subject to arbitration as agreed in the clause 36 of this Lease Deed.
- 30) The parties hereto understand that the arrangement as contemplated herein, shall not in any manner be read or understood to be a partnership, joint venture or a business conduction agreement.

31) Bhavans shall have right to display its name, name of its Kendra or such material in such form as it may deem fit and proper at such suitable places in, upon or around the school premises, as may be deemed fit and proper by Bhavans.

- 32) Any delay or indulgence by the parties in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party shall not be construed as a waiver nor shall it in any manner prejudice the rights of the parties hereto.
- 33) The invalidity or unenforceability of any clause/term of this agreement shall not affect the validity of enforceability of any other provision/clause or term of this MoU and such clause/provision shall remain in full force and effect.
- 34) The powers and rights of the parties hereto, as contemplated herein shall be severable and non exercise of any of the rowers/rights herein shall not render such powers/rights a nugatory

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35) All letters, receipts, notices or communications issued by the parties and dispatched by Registered Post with Acknowledgement due or sent to the registered email id recorded and submitted by the parties to each other, shall be sufficient proof of receipt thereof by the other.

Postal Address of correspondence of both parties shall be same as mentioned in the title clauses above. Email id of both the parties is as under:

Bhavans: <u>bvbngp@gmail.com</u> Mahagenco: cegenkoradi@mahagenco.in

- 36) Any dispute or difference arising out of beneficial interpretation of any clauses of this Deed or any other dispute arising out of this Deed shall be referred to CMD of Mahagenco & Vice President of Bhavan, who will have exclusive power to take an appropriate decision and have binding force to its implementation and also equally binding upon the parties hereto. In case, the dispute could not get settled by mutual discussions between CMD of Mahagenco and Vice President of Bhavans, the same shall be referred for arbitration. It is agreed that Mahagence and Bhavans would be entitled to appoint their respective nominee arbitrators and the said arbitrators shall on mutual discussions appoint the presiding arbitrator. The provisions of Arbitration & Conciliation Act, 1996 shall be applicable in the matter. It is also agreed that the jurisdiction with regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be for the regard to the Resolution of Dispute shall be applicable.
- 37) Any kind of civil and criminal litigation in the second staff or third party in relation to activities carried out during existence of school, the entire responsibility of such litigation in between school and said party will be of Bhavan and

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गृह त त त त त त ते ते Mahagenco would have no concern to defend it, Bhavan will be solely responsible to the decision rendered by said litigation.

38) The property given on lease is of the following description:

# SCHEDULE OF PROPERTY

All that piece and parcel of land bearing Kh.No. 77 & 78, admeasuring 10.00 acres (4.00 H.R.) out of P.H. No. 14, Mouza: Khaperkheda, Village Khaperkheda, Tah. Kamptee, Dist. Nagpur, alongwith all the rights appurtenant thereto. The said piece of land is bound as under:

ON TO ITS EAST, BY: Mahagenco Land

ON TO ITS WEST, BY: Pole Factory

ON TO ITS NORTH, BY: Private Land

ON TO ITS SOUTH, BY: Road (Nanda- Khaperkheda By-Pass)

The said property given on lease is de-marketed by Red Boundary in the map attached herewith, which forms part and parcel of this Deed.



IN WITNESS WHEREOF the parties have signed and executed this Deed of Lease at Nagpur on the date, month & year first mentioned herein above in presence of :

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PARTY NO.1. For Mahagenco, (Mr. Umakant S. Nikhare, Chief Engineer,

Mahagenco, Koradi, Nagpur. Gainf Lincineer 3x660 MW, Koradi Project MSEGOL, Keradi

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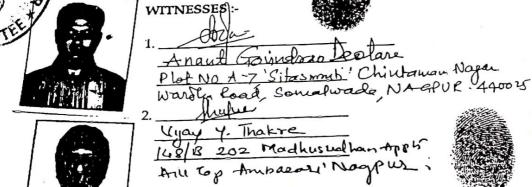




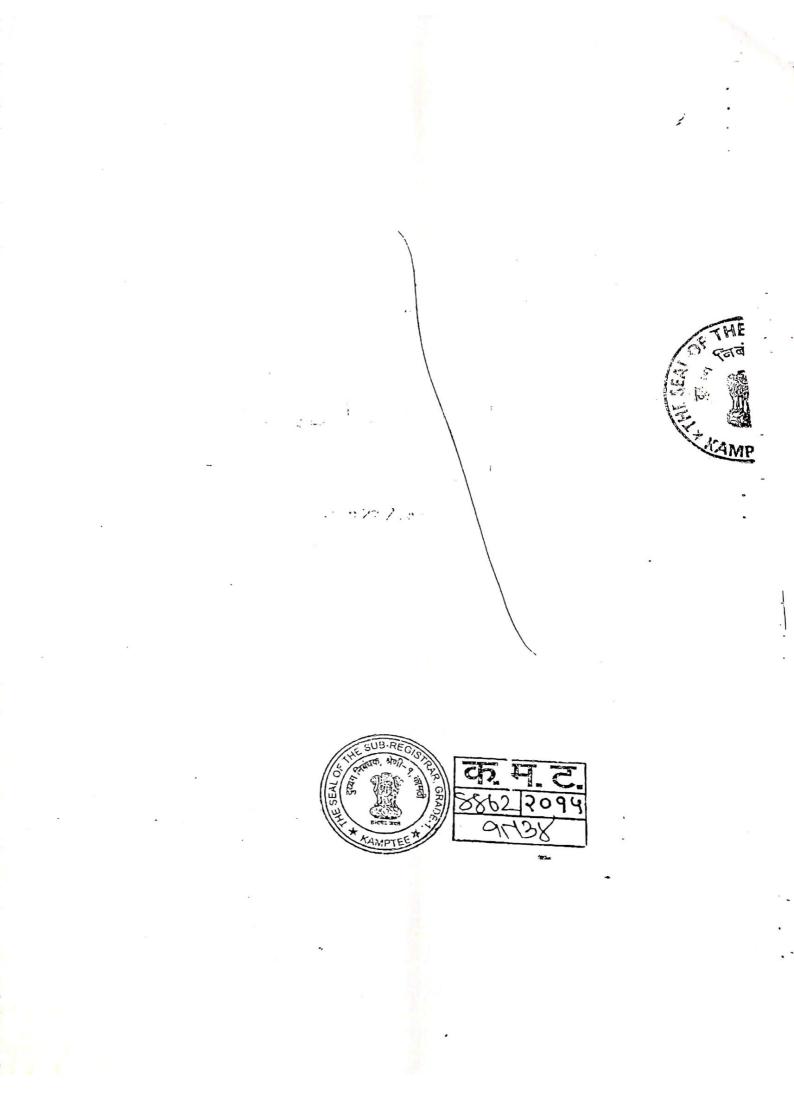
For Bhavans (Mr. T.G.L. Iyer, Director, Bharatiya Vidya Bhavan, Nagpur Kendra)

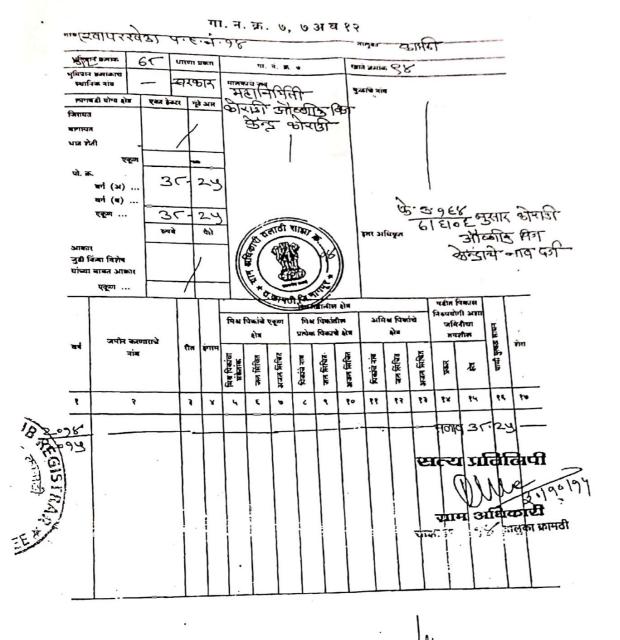
DIRECTOR NAGPUN

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MAHAGENCO Maharashtra State Power Generation Co Ltd.	
Office of :-Phones : 2672131,26474211(0)The Chief Engineer(Civil) Gen.III26477070(P)M.S.P.G.C.L. 2nd floor,Fax : 022-26582627Prakashgad Building, G-9,Email : cgmcivil3@gmail.comProf. Anant Kanekar Marg,cgmcivil3@mahagenco.inBandra(E) Mumbai. 400 051.cgmcivil3@mahagenco.in	
CE(C) /Gen III/BND/BVB//478 F12837 Date: 31 OCT 2015	
То,	
The Chief Engineer (O&M)	
TPS, Koradi, Dist- Nagpur	
Sub:   Koradi TPS – Execution of Lease Deed between Mahagenco & Bhartiya Vidya Bhavan (BVB) for establishment of a school.     -   Executive of lease deed therefore.	
Ref :   1. Board Resolution No. 2015 / 1849 dt .23.09.2015     2. T.O. Office Note No. CE(C)/Gen.III/BND/BVB/   dt. 29 <sup>th</sup> Oct 2015.	
With reference to above, It is to inform that Hon'ble Chairman & Managing Director in	1
consultation with Director (Operation) & Director (Finance) the has accorded approval for execution of	-
lease deed with Bhartiya Vidya Bhavan with annual lease rent of Rs. 20.00 lakhs per annum.	
It is therefore requested to executed lease deed with Bhartiya Vidya Bhavan as sated above.	
Encl : copy of approval Note	
Chief Engineer (C)-III	
Copy s.w.r.to :	
1. The Executive Director (O&M) / HR, Mumbal.	
Copy f.w.c.to :	
1. The Chief Engineer (C)-II, Koradi – for information .	
THE SUB-RECTO	
AC-1 E/E Bactup/LE-Alletter to CE(O&M) Nagpur. doct	
sreikhase 14-7	

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# No. CE (C)-III/BND/BVB/

OFFICE NOTE :

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<u>Sub</u> : Koradi TPS - Execution of Lease Deed between Mahagenco & Bhartiya Vidya Bhavan (BVB) for establishment of a school.

# - Fixation of lease rent thereof

Ref: 1) Board Resolution No. 2015 / 1849 dtd 23.9.2015

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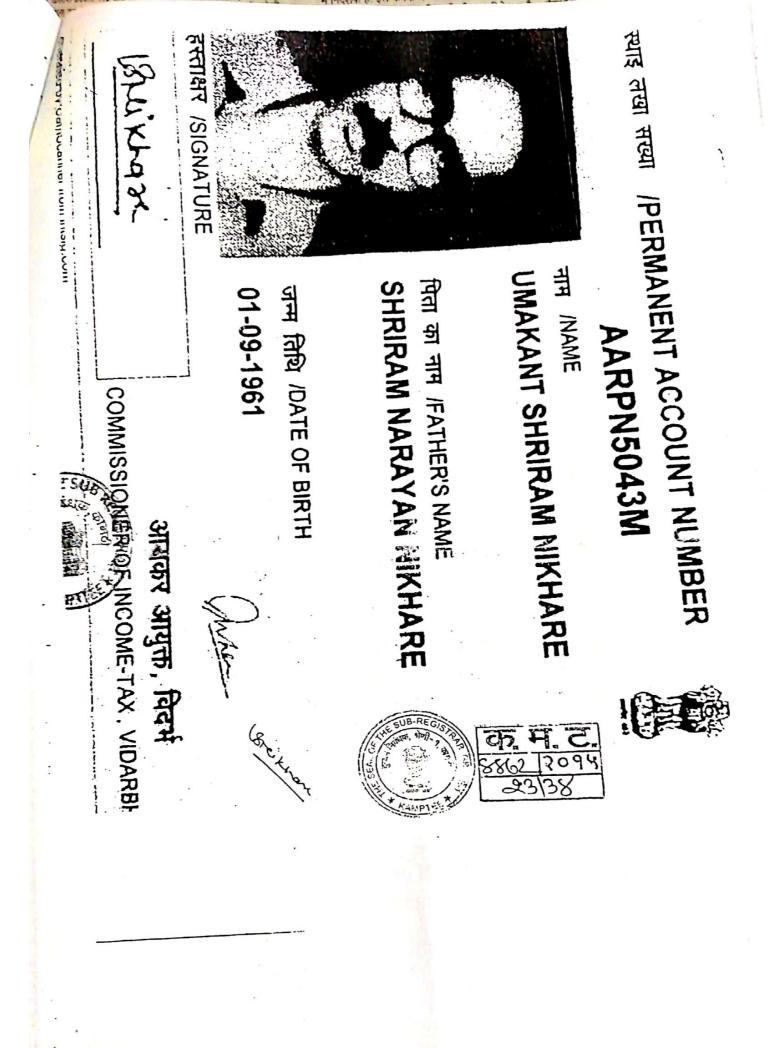
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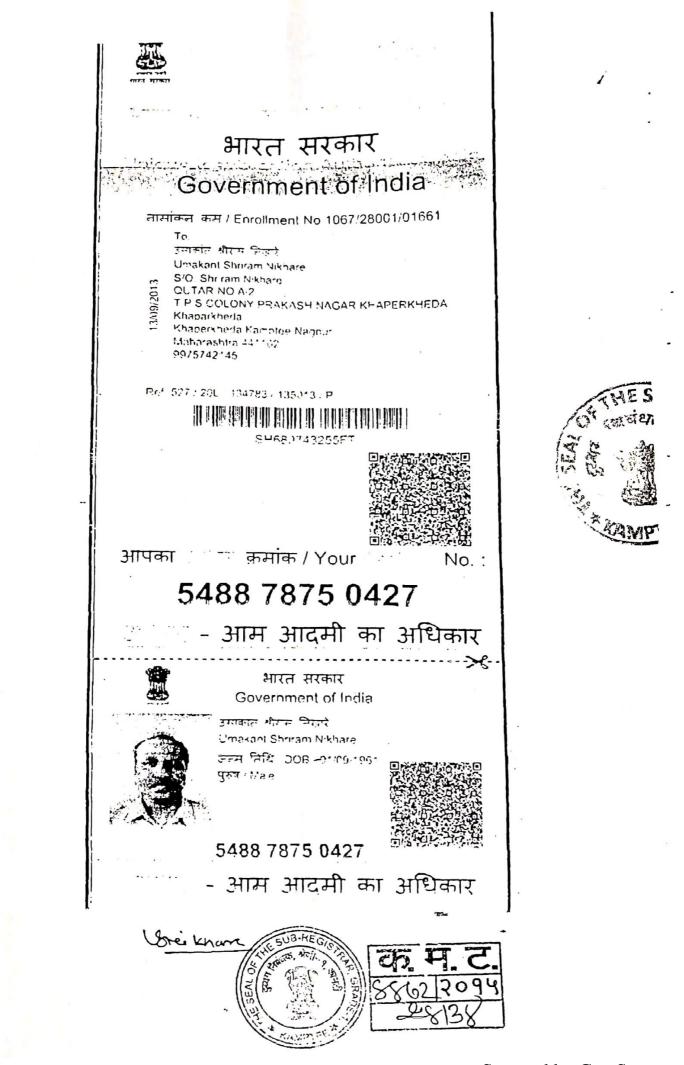
- 2) Government resolution No. LRF 1083/71134/CR. 3478/G-6 \ L-3 dated 8th Feb-1983
- 1. The proposal for MoU between Mahagenco & Bhartiya Vidya Bhavan for establishment of a school is approved by the Board vide Board Resolution referred above.
- 2. As per the clause No. (2) of MoU, Mahagenco shall provide land admeasuring 10 acres at Khaperkheda on long-term lease of 30 years which will be extended for further period of 60 years agaist lease rent as per prevailing Government rules /policy for which (-15) separate lease deed shall be accordingly executed.
- 3. As per Government resolution No. LRF 1083/71134/CR. 3478/G-6 dated 8<sup>th</sup> Feb-1983 \* if the land is to be granted on lease for construction of school or college building and hostels etc. as stated above, the lease shall be for 30 years and the lease rent shall be equal to 8 % of 25 % of the market value of the land at the time of grant".
- 4. As such the lease rent as per the Government Rules is calculated are as under -

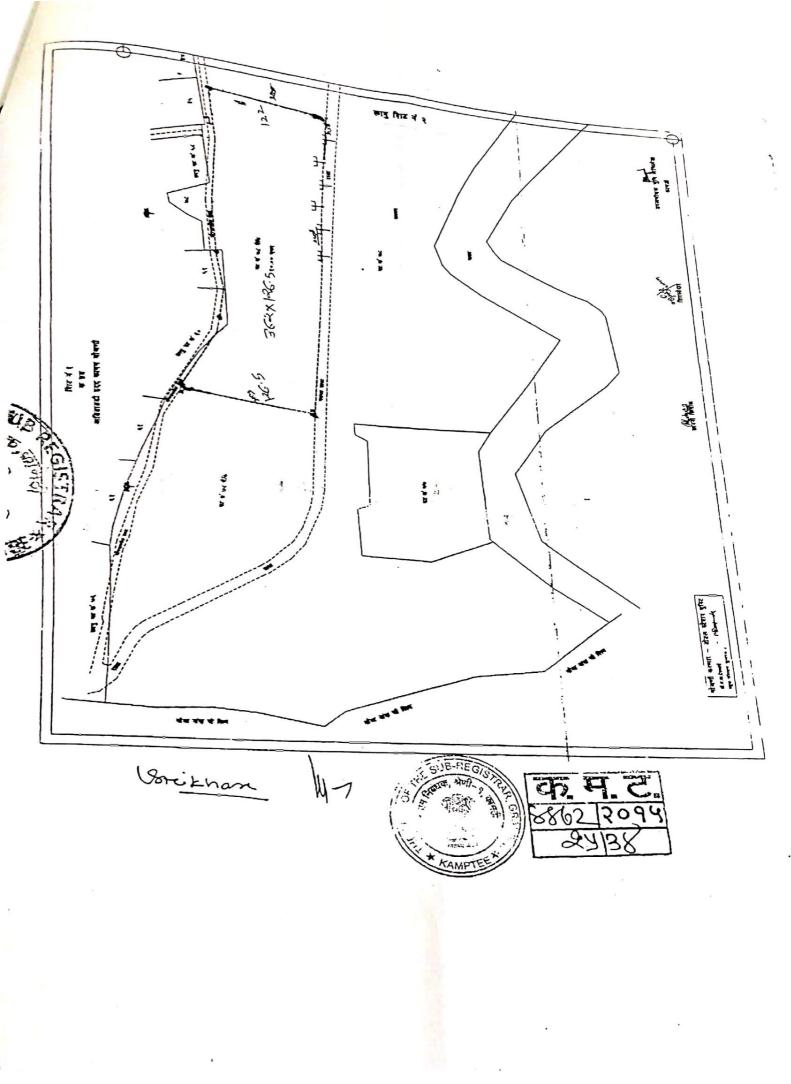
i.	Area of land	10 acres ( 40000 sqmtr )
ii.	Rate of land as per ready recknar	Rs. 2500/-sqmtr
iii.	Total Cost of land (40000 x 2500)	Rs. 10.00 cr.
iv.	25 % of Land cost	Rs.2.50 cr
v.	Annual Lease rent (8 % on Rs. 2.50 cr)	Rs.20.00 lakhs /annum

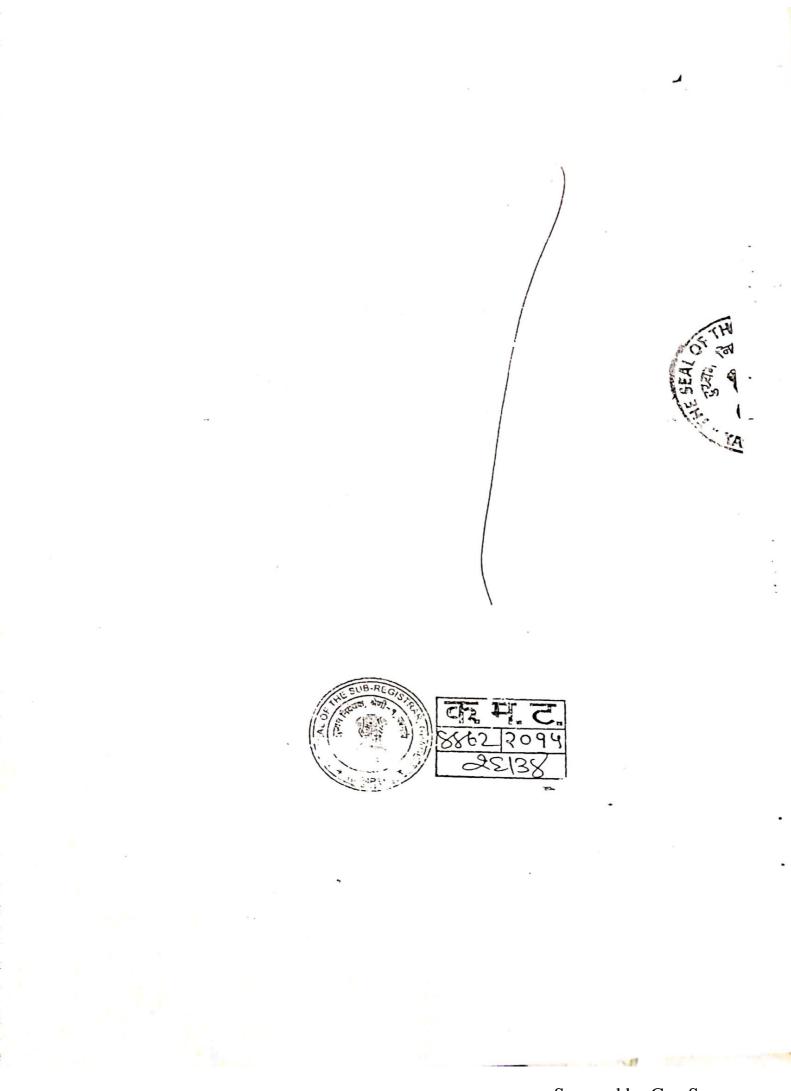
N3 Therefore it is proposed to accord approval for the execution of lease deed with lease amount of Rs. 20.00 lakhs per annum. Submitted for approval please. Chief Engineer ( -111 Is coentive Director ( IIR ) horavy Di 10001.1 3626 proposal way has deral for -pproval C. 31/20115 4 h considered could A out young could 1868 Director (Finance) 30.1015 Chairman & Managing Director (Wat agen 16 3' c111 CE

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Se. PERMANENT ACCOUNT NUMBER 國 -BHARATIYA VIDYA BHAVAN MININA A MAR NATE OF MICULIPUNATIO 21-04-1939 5-00 incar anymi (anger tax

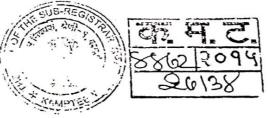
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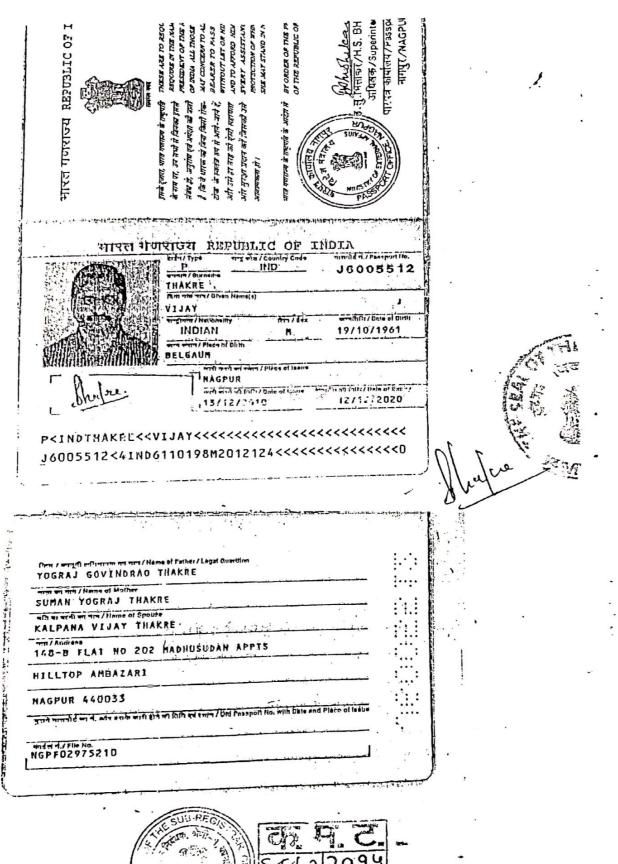
रथाई लेखा रांख्या /PERMANENT ACCOUNT NUMBER AAGPI3310P नाम /NAME LAKSHMINARAYANAN GOVINDAN IYER पिता का नाम /FATHER'S NAME **GOVINDAN IYER** जन्म तिथि /DATE OF BIRTH



13-10-1927 हरताक्षर /SIGNATURE

आयकर आयुक्त, नासिक COMMISSIONER OF INCOME-TAX HASIS





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#### MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED KORADI THERMAL POWER STATION, KORADI

(A Govt. of Maharashtra Undertaking) Office of the Chief Engineer (O&M), KTPS, Koradi Dist. Nagpur-411 111 Phone No. : 07109 - 262106, 262109, 262141 to 262146



: Urja Bhawan :-262127 , Stage I :-262847 , Stage II :-262864 Fax No. : cegenkoradi@mahagenco.in E-mail 1 U40100MH2005SGC153648

#### :: ताबा पावती ::

१. महानिर्मितरो, मुख्य कार्यालय, मुंबई यांचे पत्र छ. मुख्य अभियंता (स्यापत्य) / निर्मिती–३/ १२४७/ संदर्भ :

- १९०८२ दिनाक ०८.०९.२०१५. २. महानिर्मिती, मुख्य कार्यालय, मुंबई यांचे पत्र क. मुख्य अभियंता (स्थापत्य-३) /बीएनडी/१३३० दिनांक ३०.०९.२०१५.
- ३ महानिर्मिती व भारतिय विद्या भवन यांचे मध्ये झालेला दि. ०२११.२०१५ ला झालेला सामजस्य कगर.
- महानिर्मिती व भारतिय विद्या भवन यांचे मध्ये झालेला दि. ०३.११.२०१५ ला झालेला भाडेपट्टी करार.

ताबा देणार :

ताबा घेणार :

महाराष्ट् राज्य वीज निर्मिती कंपनी मर्यादित (महानिर्मिती), कोराडी औष्णिक विद्युत केंद्र, कोराडी, तह कामठी, जि. उद्र

तर्फे श्री उमाकांत एस. निखारे, मुख्य अभियंता (संवसु) भारतिय विद्या भवन, भगवानदास पुरोहीत विद्यामंदिर, सिव्हील लाईन्स, नागपूर् तर्फे श्री टी.जी.एल.अय्यर (संचालक).



उपरोक्त संदर्भिय विषयान्वये, मौजा खापरखेडा, तह. कामठी, जि. नागपूर येथील महाराष्ट् राज्य वीज निर्मिती कंपनी मर्यादित, कोराडी ओष्णिक विद्युत केंद्र, कोराडी यांची गट क. ७८, आराजी ३८.२५ हे.आर. पैकी ४.०० हे.आर. (१० एकर) ही जमीन भारतिय विद्या भवन, भगवानदास पुरोहीत विद्यामंदिर, सिब्हील लाईन्स, नागपूर. यांना ताबा देण्या बाबत दिनांक २ ११ २०१५ रोजो सामजस्य करार व दिनांक ३.११ २०१५ रोजो भाडेपट्टी करार झालेला आहे. त्या अन्वये विषयांकीत जमीनीचा मोजणी मामला कमांक २२४९ मध्ये नमुद केलेल्या सिमांकनाप्रमाणे आज दिनांक ०३.११.२०१५ रोजी दुपारी ०३.०० वाजता संदर्भिय सामंजस्य करार व भाडेपट्टी करारा मध्ये नमुद अटी व शर्तीस अधिन राहुन (महानिर्मितीच्या स्थायी व आखायी संपत्तीस बाधा न पोइचता) असलेली जमीन आहे त्या स्थितीत भारतिय विद्या भवन, भगवानदास पुरोहीत विद्यामंदिर, सिन्हील लाईनर, नागपूर. तर्फे श्री टी.जी.एल.अय्यर (संचालक) यांचे सुपुर्द करण्यात येत आहे.

ger-have गी उम्हलांत भूम निस्तरे.

श्री री.जी.एल.अय्यर (संचालक) भारतिय विद्या भतन.,

भुख्य अभियंता (संवसु). महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्यादित (महानिर्मिती), कोराडी भण्वानदास पुरोहीत विद्यामंदिर, सिर्व्होल लाईन्स, नागपूर, औष्णिक विद्युत केंद्र , कोराडी , तह . कामठी ,

जि. नागपर-४४१ १११

सा<u>सीदार :</u> १. श्री आर. आर. कराडे,

अधिक्षक अभियंता (स्थापत्य), महानिर्मिती, कोऔविकें, कोराडी २. श्री संजय आर. अस्वले, उप मुख्य औद्योगीक संबंध अधिकारी, महानिर्मिती, कोराडी

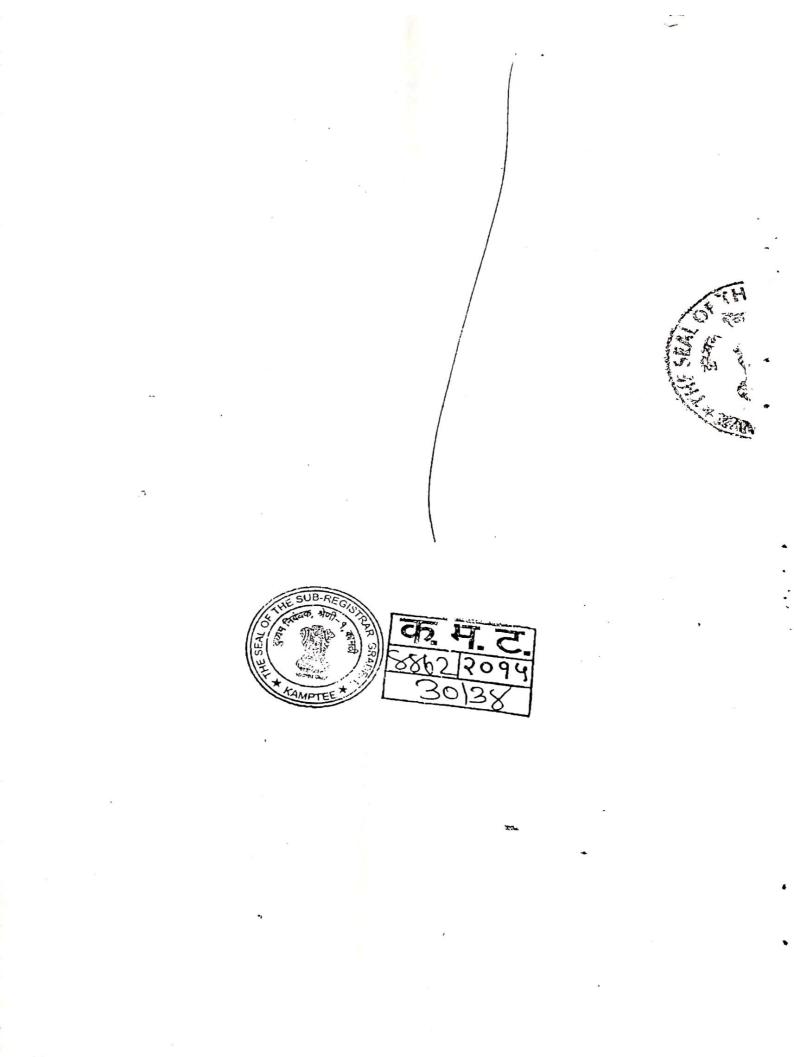
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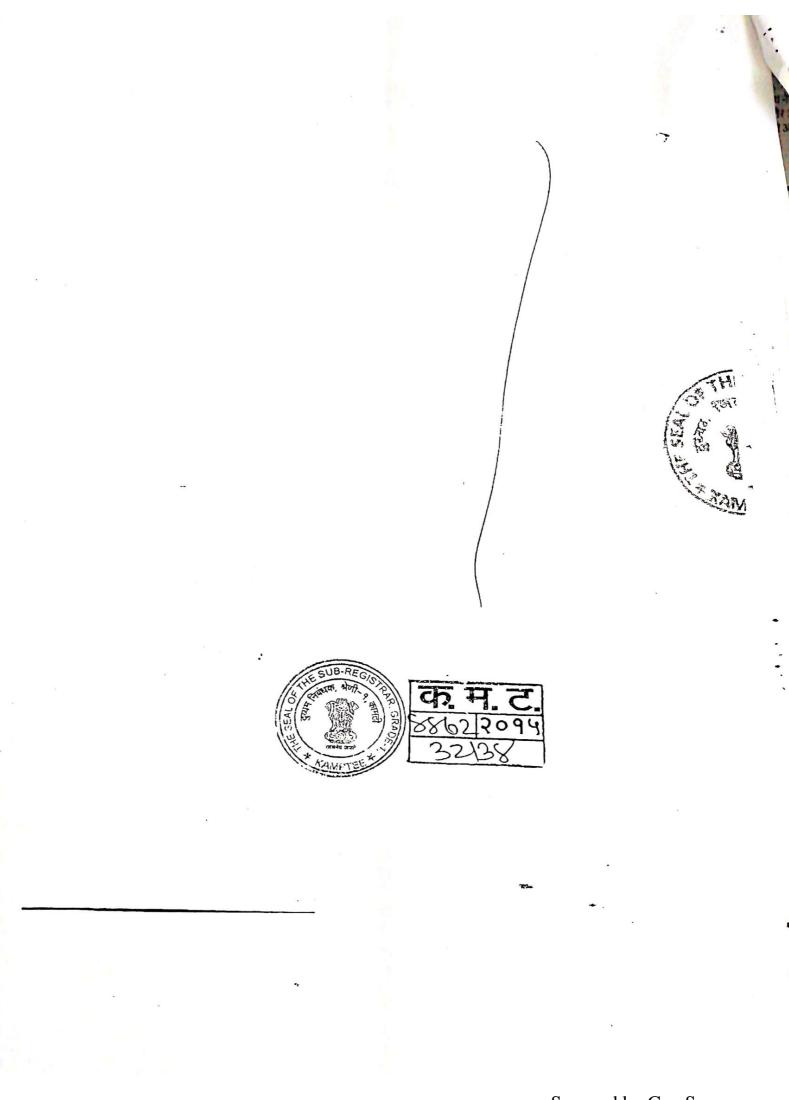
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Summary-2( दस्त गोषवारा भाग - २ )

दस्त गोपवारा भाग-1 4.47 IN X XIII A M MA मंगळवार,03 नोव्हेंबर 2015 2:48 म.ने. TH MHT 4472/2015 . . . दस्त क्रमांक: कमट /4472/2015 मोबदलाः च. 00/-बाजार मुल्य: रु. 2,48,40,000/-भरलेने मुद्रांक शुल्क: रु.7,45,200/-पावती दिनांक: 03/11/2015 पाबती:6219 दु. नि. सह. दु. नि. कम्ट यांचे कार्यालयात सादरकरणाराभे नाव: महावेनको कोराढी तर्के भीफ इंजीनियर त्री अ. क. 4472 बर दि.03-11-2015 उमाकांत श्रीराम निघारे... रोजी 2:36 म.न. वा. हजर केला. नॉबणी फी T. 30000 00 दस्त हाताळणी फी ₹. 680.00 Sri khare पृष्टांभी संख्या: 34 दस्त हजर करणाऱ्याची सही: UTT: 30680.00 22 34 105 कामवी दस्ताचा प्रकार: भाडेपट्टा मुद्रांक शुल्क: (तीन) कोणत्याही ग्रामपंचायतीच्या हहीतील क्षेत्रात किंवा उप-खंड (दोन) मध्ये नमूद न करण्यात आलेल्या अशा कोणत्याही क्षेत्रात. शिक्का कं. 1 03 / 11 / 2015 02 : 35 : 39 PM ची वेळ: (सादरीकरण) शिक्ता के. 2 03 / 11 / 2015 02 : 45 : 49 PM भी चेळ: (फी) Ultis 42 "सदर दरतावेज हा नॉंदणी कायवा १९०८ अंतर्गत असलेल्दा तरतुदीनुसारव नोंद्रणांसे पाखल केलेला आहे. \* बस्सालील रापुर्ग मजकूर िण्याददा राक्ती, राक्षीदार/ओळखवार यः रोवरा जोडलेल्या गाउपार्वधी सत्यता सपासलं। आहे."वरकाक्ष रहण्यता, वैधाता ल्देशोर बाबीसाठी दरस निष्णत्व र सम्माद्य हे स्वतः स्वमान्त्रार गल.' दरनवेजासोबत जोडलले कान्द्रपत्रे, कुलमुखरगर जारक गरी। इत्यादी बनावट आडकून आल्यास याची संपूर्ण ।-ाण्यादकाची राहील जयायदारा breikha लहग देणार

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SUS PRICES

্ নক যেদ হক	त जनवालन माराज्य जाराख ज थे। 99/94 मी नवफार केली मी वाचली मी वाचली मी वाचली मी राजवाल घेतली भी राजवाल घेतली अस्प्रेल वस्तुकुम नकजरा बजमती बाराजवाल घेतली बुर्धा नकार्यां केल्प्रां मारा - २ -
	<u>कान जोफनारा भाग-2</u> राग्य <u>२,५२,२२</u> राग्य <u>२,५२,२२</u>
	तः चमद्र/4472/2015 स्थार ,- आडेपड्रा
धनु क ।	पक्षकाराने नाग पत्काराना प्रकार राभनिव अंगठ्याचा ठमा नाव भवाजेनगे कोराडी तर्फे चीफ इंजीनियर ई। मालक उमाकात प्रताप निखारे, वय55 प्रचाः 0. 0. ए शार्डेय विद्युत बिहार कॉशनी कोराडी, मालसी:- 0. कॉराडी टाम, MAHARASHTRA, NAGPUR, जिन्द्र (
2	पन नवर ताइ भारतीय विद्या भवन नागपूर केंद्र तर्फे डावॉभ्सर भाइकरू थी टेर जी एस अरुटर वय:-89 पना. ३, ९, ७, भारतीय दिद्या भवन नागपूर, ७, गुरेशारू स्वाहति- ओर डिगेम MAHARASHTRA, NAGPUR, Nor-Government जी नवर
- 1 - 3 - 3	ananan yana a wata a tana ina kata kata kata kata kata kata kata ka
	ে বিশেষ হয়। সময় বিশেষ বিশ
	ে প্ৰাৰ হয়। নাধাযিত ওৰতমাৰা তথা
- द प	ा धर्माद न / 7. सांभलवाडा, नावपूर ल चांड.440028 म. भी. विजय थी, तराज शकरे 155 म. 148 ई. 202 मधुमुखन अपार्टमेंट, हिलराप अवासरी, नामपूर- ज्याधानी
	पहिले मंगरतो उपतकान्त्र
	4 ची वेळ:03 / 11 / 2015 02 : 48 : 22 ग्म व वेळ 03 / 11 2015 02 : 48 : 33 PM सोंदगी पुस्तक 1 मध्ये
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