



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई प. नं. वि. क्र. ८००००१६ - 6 JUN 2016 सक्षम अधिकारी 3

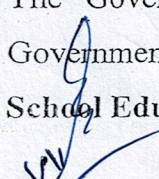
श्री. रा. कृ. पोटले

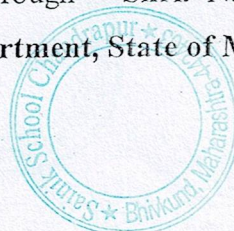
MEMORANDUM OF AGREEMENT

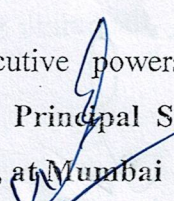
"This MEMORANDUM OF AGREEMENT is made at Mumbai on this 15 Day of June, Two Thousand and Sixteen BY and BETWEEN President of India, exercising executive powers of Government of India through Shri Subhash Chandra, Deputy Secretary & Honorary Secretary, Ministry of Defence, having its headquarters at New Delhi, Govt. of India, hereinafter referred to as "MoD" (Which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office assigns) of the FIRST PARTY.

AND

The Governor of the State of Maharashtra exercising executive powers of the Government of Maharashtra through – Shri. Nand Kumar, Principal Secretary, School Education & Sports Department, State of Maharashtra, at Mumbai


Adm. officer
Sainik School Chandrapur




(Nareish Kumar)
Squadron Leader
Principal
Sainik School Chandrapur

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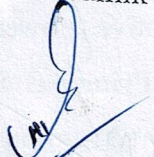
hereinafter referred to as "State Government" (Which term of expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PARTY.

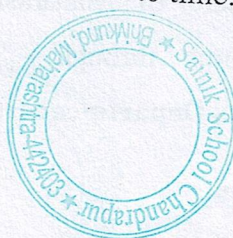
WHEREAS the State Government has a Sainik School located at Satara and is desirous of opening a new sainik school at Bhivkud, Tal.Ballarpur, District Chandrapur AND WHEREAS MoD has agreed to the said proposal of the State Government.

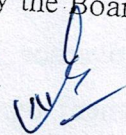
NOW THE PARTIES HERETO have agreed to the following terms and conditions ;

1. **Responsibilities of the State Government** -The State Government shall :

- (a) Provide the entire capital expenditure on land, buildings, furniture, transport and educational equipments as required by Sainik School at Chandrapur and a major portion of the running expenditure of the Sainik School, Chandrapur. Also provide for the complete maintenance of buildings, roads and installations and for major replacements. Release grants-in-aid sought for additional requirement of building and furniture, transport, laboratory equipment etc. The land provided for the Sainik School shall be handed over to the Sainik Schools Society.
- (b) Provide the following for constructing / functioning of the permanent schools as the case may be :
 - (i) All the buildings including -(a) Administrative Block (b) Educational Block (c) Dormitories and Mess Hall (d) Indoor Games Hall (e) Residential accommodation for all members of the academic / administrative staff as well as general employees (f) Extensive play grounds (g) Swimming Pool, Auditorium, Gymnasium and other sports amenities.
 - (ii) All the equipment including a School Bus, a Truck / Light Commercial Vehicle, a staff Car and a Jeep with trailer, on as required basis.
 - (iii) Maintenance of the School Campus and buildings including provisions of boundary wall / fencing and appropriate main gate.
- (c) Provide grants-in-aid for
 - (i) Grant of scholarships to all the boys belonging to the economically weaker sections of society on the basis of rates and income slabs decided by the Board of Governors of the Sainik School Society, MoD from time to time.


Adm. officer
Sainik School Chandrapur




(Naresh Kumar)
Squadron Leader
Principal
Sainik School Chandrapur

(ii) Meeting special requirements on actual need basis on the basis of recommendations of the concerned Local Board of Administration.

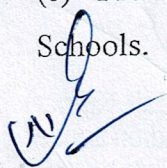
(d) Provide employer contribution towards New Pension Scheme (NPS) / Pension Liability and all other terminal benefit to all retiring employees.

2. The responsibilities of the State Government while opening a new Sainik School shall be as under :-

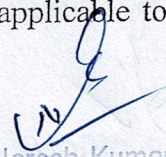
- a) A minimum of 38 acres of land for a Sainik School with a strength of 300 students OR a minimum of 49 acres for a Sainik School with a strength of 600 students.
- b) Provide within a period of 3 to 4 yrs proper permanent build-up accommodation at Bhivkud, Tq. Ballarpur, Dist. Chandrapur the location earmarked by the State Government.
- c) Provide Rs. 50 Crore for construction of building, furniture & education equipment required as per approval of the MoD. Accordingly, make budget provision during the current financial year and subsequent years and release the amount to the authority nominated by the Sainik School Society.
- d) Provide a project report to the MoD and ensure construction of all school installations including campus improvement within the time frame of 3 to 4 years.
- e) Provide complete running expenditure for the maintenance of school buildings, other infrastructure and campus land including all installations.
- f) Provide scholarships on merit-cum-means basis to the student studying in the Sainik School.
- g) Provide as required by the MoD all expenditure required for the future growth of the school in order that this institution shall grow as modern institution.
- h) Provide accommodation for Officers and staff before starting the school in temporary accommodation.
- i) Ensure CBSE affiliation to the new school.

3. Responsibilities of MOD - The MoD shall -

- (a) Provide Service Officers for the posts of Principal, Headmaster and Registrar.
- (b) Provide National Cadet Corps (NCOs) staff and Army Physical Training Corps as per existing norms applicable to all Sainik Schools.
- (c) Provide centre share of scholarship as per existing norms applicable to all Sainik Schools.


Adm. Officer
Sainik School Chandrapur




(Naresh Kumar)
Squadron Leader
Principal
Sainik School Chandrapur

(4)

(d) Provide supervision and control over the school through the Sainik Schools Society functioning through the Ministry of Defence.

4. The school shall be governed by the Sainik Schools Society Rules & Regulations 1997, as amended from time to time.

FORCE MAJEURE

5. Neither party will be held responsible for non-fulfillment of its respective obligations under this Agreement due to the occurrence of any of the force majeure events such as but not limited to acts of God, war, Flood, Earthquakes, Strikes not confined to the premises of the party claiming force majeure, Lockouts beyond its control, Epidemics, Riots, Civil commotions etc. Provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to this effect, to the other party within one month of such occurrence or cessation.

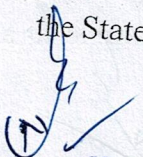
6. **Indemnity** - The State Government hereby agrees and undertakes jointly and severally to indemnify the MoD, its representatives, administrators and properties from and against any or all actions, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes etc. Similarly MoD shall be liable to indemnify the State Government on account of any valid losses arising out of and due to the fault of the MoD.

7. **Liabilities** - MoD shall not be liable for :

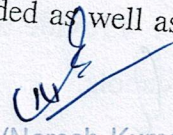
(a) Discharging any financial commitments made by the State Government.

(b) Any suit arising out of infringement of any laws by the State Government.

8. **Breach of agreement** - Any loss or losses to the parents or the pupils and the MoD arising out of or due to the breach of agreement by the State Government shall be compensated fully by the State Government. Similarly any suit arising out of or due to breach of agreement by the State Government shall be defended as well as paid for by the State Government solely.


Admin. officer
Sainik School Chandrapur




(Naresh Kumar)
Squadron Leader
Principal
Sainik School Chandrapur

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9. **Amendment to the agreement** - The obligation of the MoD and the State Government has been outlined in this Memorandum of Agreement. However, any amendment / modification shall may be carried out only by the mutual consent of the both parties to be recorded in writing.

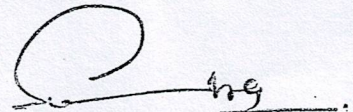
10. **Period of Validity** - This agreement shall be valid as long as the Sainik School at Chandrapur continues to function.

11. **Arbitration:** In the event of any dispute or difference whatsoever arising between the parties hereto which cannot be resolved amicably by mutual consultation or through the good offices empowered agencies of the Government and if such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") Government of India. The Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved and dissatisfied with such award may make a further reference for setting aside or revision of the award to Law Secretary. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary so authorized by the Law Secretary, whose decision shall be binding on the parties finally and conclusively. The parties shall equally share the costs of arbitration as intimated by the Arbitrator. The Arbitration Proceedings shall be held at New Delhi.

12. IN WITNESS WHEREOF the parties hereto have signed and sealed and delivered this Memorandum of Agreement on the day, month and year first above written in the presence of :-

Witness

Signed by

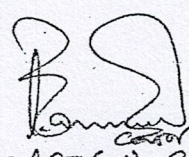


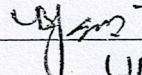
(SUBHASH CHANDRA)
Deputy Secretary (Trg.)
Ministry of Defence
New Delhi

Tele :

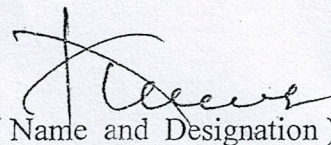
(Name and Designation)

For and on behalf of the President of India
(FIRST PARTY)

1. 
CAPTAIN G. RAMBABU

2. 
UPENDRA JOSHI

Signed by



(Name and Designation)

For and on behalf of Governor of the
State of Maharashtra
(SECOND PARTY)

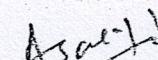
Principal Secretary


to the Government of Maharashtra

School Education & Sports Depart
Mantralaya Annex, Mumbai 400

(Naresh Kumar)
Squadron Leader
Principal
Sainik School Chandrapur

Witness

1. 
(Asar Saini)

2. 
(Sarjan Bhagat)

Adm. officer
Sainik School Chandrapur

