

केन्द्रीय माध्यमिक शिक्षा बोर्ड

(मानव संमाधन विकास मंत्रालय, भारत सरकार के अधीन एक स्वायत्त सगटन)

CENTRAL BOARD OF SECONDARY EDUCATION

(Am Autonomous Organisation under the Ministry of Human Resource Development, Govt. of India)

Appendix X

CERTIFICATE OF LAND

File No.

Date:21/12/21

Certified that the land measuring 21043.70 (Area of land in Square meters) is owned by the NTRC Daxway. (Name of the School/Society/Trust/Company under Sections 8) fully described in the schedule mentioned hereinafter with the following details:

Sr.No.

Particulars

Details

- 1 Plot No. (s)/ Survey No. (s)/Khasra No. (s)/Khata 304,305,306,307,310,311,312,3 No.(s)/Khatauni No.(s)
- Name of street//village, sub Division, District and State

Darlipali, Lephripada, Sundargarh, Odisha

In terms of (give details of the document/deed i.e. Sale Deed/Conveyance Deed/Gift Deed/Lease Deed (with period in terms of no. of years)/Sub lease (with period in terms of no. of years) Allotment Letter etc.

Lease Deed

- 4 Registration details:
 - Duly registered on
 - Executed by
 - Serial No.
 - Book no.
 - Volume no. etc

21st Mar 2015 Sub-Registrar, Lephripada 1751500095

I. Vol-2

It is certified that the said entire land comprise of a single plot of land. It is further certified that Bal Bharoti Public School (Name of the School) is located on the above mentioned plot of land.

SHIVANI SHARMA
PRINCIPAL
Bal Bharati Public School
RTPC Darlinali, Odisha

AR WAND BHATTA
AR WAND BHATTA
Secretary manager
Secretary public Sodisha
Bal Bharati public, Odisha
NTPC, Darlipall,



"शिवा केन्द्र", २, सामुदायिक केन्द्र, प्रीत विहार, दिल्ली-110092 "SHIKSHA KENDRA" 2, COMMUNITY CENTRE, PREET VIHAR, DELHI-110092



केन्द्रीय माध्यमिक शिक्षा बोर्ड

(भानम मसाधन विकास प्रजानक कारत भारतार के आधीन एक स्थायस समावन)

CENTRAL BOARD OF SECONDARY EDUCATION

(Air Actionsmitus Organistation ander the Variety of Human Resource Development, Gort of India)

THE SCHEDULED OF LAND ABOVE REFERRED TO

All that piece and parcel of land measuring 21043 70 (Area of land in Square meters) is bounded as follows:

North

ROAD

East

ROAD

West

ROAD

South

ROAD

DM/ ADM/ SDM/ TEHSILDAR/ NAIB TEHSILDAR/ REGISTRAR/ SUB- REGISTRAR/ EQUIVALENT LAND AUTHORITY

TAHSILDAR LEPHRIPARStamp and Signature

and Signature)

SARIKA RANI DHAMEL (Name of Officer)

SUNDARGARH (Name of District)

ARVINO BHATIA
Secretary/manager
Bal Bharati public School
NTPC, Darlipali, Odlsha

PRINCIPAL

Bal Bharati Public School

NTPC Darlipali, Odisha



APPENDIX-VI

File No. VII. 01 / 2022

Date: 28.01.2022

Certified that the compounded land measuring 21,043.70 Sq meter including the playground and the open area in front is allowed to Bal Bharti Public School, NTPC Darlipali Odisha on the land admeasuring 29,946.70 sq meters situated in Khata No. Plot No. 304, 305, 306, 307, 310, 311, 312 & 313 at the village Darlipali, PO Darlipali PS Bhasma, Tehsil Lephripara Dist Sundargarh Odisha fully described in the schedule mentioned here me after is owned by NTPC in term of Registered Lease deed date 21st Mar 2015 executed by authorized representative of Governor of Odisha duly registered on 21st Mar 2015 at serial No. 1751500095 in the book No.1 Vol -2 Page No, to in the office of the Sub Register Lephripara, Dist: Sundargarh, Odisha.

It is certified that the land area measuring 21043.70 sq meter of school comprises of a single patch of land.

TAHSILDAR THE PHRIPARA THE SHIDAR, Tephnipara

ARVIND BHATIA

ARVIND BHATIA

Secretary | manager

Bal Bharati public School

Bal Bharati public Odisha

NTPC, Darlipali, Odisha

SHIVANISHARME PRINCIPAL PRINCIPAL PRINCIPAL Odlehe NTPC Darlipall, Odlehe



एन टा पा सा स्नि (भारत सरकार का उद्यम)

NTPC Limited (A Govt. of India Enterprise)

दर्लिपाली/Darlipali

Ref: DSTPP/HR

Date:19.02.2022

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that the land measuring 21043.70 Square Metre which is entirely owned by the NTPC Darlipali (Name of the School/Society/Trust/Company under Sections 8) and allotted to Bal Bharati Public School . Further certified that the said entire land comprise of a single plot.

Out of which 17802 Square Metre of land is inside the Bal Bharati Public School boundary premises. Rest of the land is the part of the above single plot surrounding the boundary wall is allotted for parking area for the school.

It is certified that the said entire land comprise of a single plot of land. It is further certified that Bal Bharati Public School is located on the above-mentioned plot of land.

(Alok Kumar Ranbir)

Additional General Manager (HR) आलोक कुमार रणबीर

To

The Principal, Bal Bharati Public School. NTPC Darlipali, .Dist: Sundargarh (Odisha)

PRINCIPAL

Bal Bharati Public School

HTPC किस्पिक्षीं सपर शेजेक्ट, पोस्ट : दर्लिपाली, जिला : सुन्दरगढ़-770025 (ओड़िशा), दूरभाष : 06622-262637 Darlipali Super Thermal Power Project, At/P.O: Darlipali, Dist: Sundargarh-770025 (Odisha), Tel: 06622-262637

Secretary/manager Bal Bharati public 5 3001 MTPC, Darling, Landing

पंजीकृत कार्यालय : एनटीपीसी भवन, स्कोप कॉम्पलैक्स, ७, इन्स्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110 003 दूरभाप/Tel: 011-24360100, फैक्स/Fax : 011-24361018, वेबसाईट/Website:www.ntpc.co.in Regd. Office: NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi- 110003

Corporate Identification No-L40101DL1975G01007966

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ଓଡ଼ିଶା ओडिशा ORISSA

:-Registration D. NO ----Do ... ment No. Book rea Dated 2197 day of

751500095 Registing Office 09AA 332447

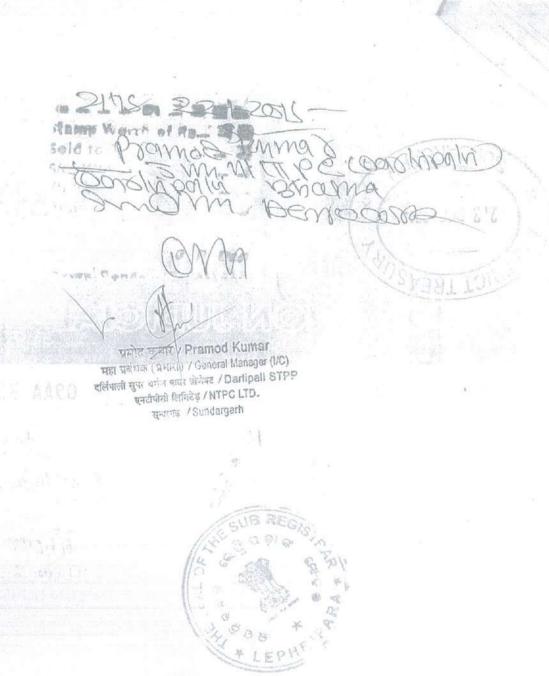
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प्रमोद कुमार / Pramod Kumar नहा प्रज्ञंचक (प्रभारी) / General Manager (MC)

THIS AGREEMENT is made this

.... Two thousand fifteen BETWEEN THE GOVERNOR



Registering Officer
Lephripara

OF THE STATE OF ODISHA represented by the Collector, Sundargarh (hereinafter called "The Governor" which expression where not repugnant to the context shall include his successor in office and assigns) of the ONE PART.

AND

NTPC Limited (A Government India Company incorporated under the Companies Act, 1956) having its Registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 represented through General Manager (I/C), Darlipali Super Thermal Power Project, Darlipali, Sundargarh (hereinafter called "Company" which expression where not repugnant to the context shall include his successor in office and assigns) of the OTHER PART. Preamed Kumare

WHEREAS NTPC Limited intended to acquire Ac.1184.57 (One Thousand One Hundred Eighty Four Acres and Fifty Seven decimals) of private land for establishment of Darlipali Super Thermal Power Project in village- Darlipali of Lephripara Tahasil of P.S - Bhasma of Sundargarh District and have applied to the Government of Odisha (hereinafter called "The State Government") for the acquisition under the provisions of the Land Acquisition Act 1 of 1894 (hereinafter referred to as "the said Act") of the land described in the Schedule hereunder written and delineated on the map hereunto annexed whereon NTPC Limited intended to establish Darlipali Super Thermal Power Project.

AND WHEREAS THE State Government being satisfied that the said acquisition is necessary for the construction of the said works and that such works are likely to prove useful to the public, agreed to acquire the said land for public purpose under the provisions of Part II of the said Act.

AND WHEREAS THE Governor proceeded to acquire the said premises and a declaration No. 8581 Dated 29.02.2012 of village Darlipali under Lephripara Tahasil, in the District of Sundargarh in respect of private land measuring Ac.1184.57 under Section 6(1) of the said Act, as the land was needed for the said purpose was duly published in the "Odisha Gazette" No. 381 dated 07.03.2012.

प्रमोद जुनार / Pramod Kumar महा प्रदेशक (प्रभारी) / General Manager (I/C)

अंभाली सुपर वर्षण पायर प्रोजेक्ट / Darlipali SYr P एनटीपीसी लिमिटेड़ / NTPC LTD. सन्दर्गक / Sundargarh

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Sundargarit



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid: A5(c)-44092036, User Charges-810, Total 44092846

Date: 21/03/2015

Signature of Registering officer Registering Officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar LEPHRIPARA between the hours of 10/30 AM and 2:30 PM on the 21/03/2015 by GOVERNOR OF ODISHA THROUGH COLLECTOR SUNDARGARH (GOVT), son/will of , of SUNDARGARH , by caste , profession and finger prints affixed.

Signature of Presenter / Date: 21/03/2015

Signature of Registering officer

Lephripara

AND WHEREAS THE Collector, Sundargarh having duly held inquiry made an award of compensation under Section 11 of the said Act; and duly took possession under Section 16 or 17(1) of the said Act, as the case may be of the premises which thereupon vested absolutely in the Government of Odisha free from all encumbrances.

AND WHEREAS NTPC Limited has substantially contributed towards compensation awarded u/s-11 of the land acquisition Act'1894 and deposited with the Collector, Sundargarh a sum of Rs.2,44,76,57,567.00 (Rupees Two Hundred Forty Four Crore Seventy Six Lakh Fifty Seven Thousand Five Hundred Sixty Seven only) towards the cost of land, structures & trees for disbursement to the land owners comprising (i) Land cost - Rs.1,30,95,19,200.00, (ii) Structure Cost -Rs.3,44,26,000.00, (iii) Tree cost - Rs.80,41,209.00, (iv) Well & Tank cost -Rs.77,52,896.00, (v) 30% Solatium cost - Rs.40,79,21,792.00, (vi) Addl. Compensation land value - Rs.27,19,47,861.00, (vii) 25 years of capitalized value of Govt. Revenue- Rs.1,26,818.00 and (viii) 20% establishment & contingence charges of Collector - Rs.40,79,21,791.00. The registration fee will be charged on the Cost of land; cost of trees; Cost of Structures; Cost of wells/Tanks etc.; Additional Compensation land value, 25times of the prevalent rent & cess (the rent is 1% of the land cost & cess is 75% of the rent). NTPC Limited admits its liability to pay any further sum or sums demanded under the provisions of the said Act.

AND WHEREAS the said premises are by virtue of the Land Acquisition Act vested in the State Government and NTPC Limited has requested the Governor to execute these presents for transferring the said premises to NTPC Limited for utilization of public purpose for indefinite period.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Governor, doth hereby grant, transfer, convey and assign unto NTPC Limited the surface rights over All THAT piece or parcel of land more particularly

Maripall STPP

प्नदीपोशी विभिन्न / NTPC LTD. सन्दरनंद / Sundargarh

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Endorsement under section 58

Execution is admitte	d by :	Signature	Date of Admission of Execution	
Name	Photo	Thumb Impression		EXECUTION
GOVERNOR OF ODISHA THROUGH COLLECTOR SUNDARGARH (GOVT)	Execution by DLR&S Board Of Revenue Cuttack Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 is proved by his seal & signature.	Appearance in this	office U/S 88 Act XVI	

21-Mar-2015 PRAMOD KUMAR 0477240019640

Identified by ANSHU PRAKASH SATAPATHY Son/Wife of BRAJA KISHORE SATAPATHY of AGM (TS) ,DSTPP, NTPC ,VILL-DARLIPALI PS-BHASMA DIST-SUNDARGARH by profession Cultivation

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ANSHU PRAKASH SATAPATHY		39721569	Anshu Prakash Satapathy youth	21-Mar-2015

Date: 21/03/2015



Signature of Registering officer Registering Officer Lephripara

delineated in the plan hereunto annexed and described in the Schedule hereunder written with its appurtenances (hereinafter referred as "the said premises") TO HOLD unto NTPC Limited absolutely for ever but subject to the conditions hereinafter contained and subject to payment of such fair and equitable rent as may be fixed by the Collector concerned and the said land shall only be used by NTPC Limited for the works and purposes set forth in the preamble hereof. The Governor reserves his rights to the mineral wealth lying under the said premises.

PROVIDED THAT THE RENT PAYABLE BY NTPC limited shall be liable to be enhanced at the END OF EVERY FIFTEEN YEARS or in the general revision settlement whichever is earlier up to such limit as the said Collector may think fair and equitable in the circumstances of the case. The rent revised in the settlement is not subject to revision by Collector.

- That NTPC Limited shall not, except with the previous sanction of the State Government, use the land for any purpose other than that for which it is acquired and the disposal of all such land shall be in accordance with the provision contained in the Act.
- 3. That in the event of any area containing homestead and/or agricultural or other lands being completely encircled on all sides due to any such acquisition made on behalf of NTPC Limited, NTPC Limited shall at its own cost provide one or more approach roads as may be necessary, for the ingress and agrees of the owners of such lands to the satisfaction of the Collector. Similarly, should any public road or any tank used for drinking purposes by the public be anywhere acquired for NTPC Limited, NTPC Limited shall provide at its own cost to the satisfaction of the Collector, an alternative road or an alternative source or sources of the adequate supply of drinking water, as the case may be.
- 4. That if at any time or times any part or parts of the said land shall be necessary to be possessed by the State Government for the purposes of general administration or for purposes connected with public health, safety or necessity (or which matter the State Government shall be the sold judge), NTPC Limited shall on being there unto required by the State Government transfer to the Governor such

चार पुजर / Pramod Kumar

ात सुपर वर्गल पायर प्रीनेक्ट / Darlipali STEP एनटीपीसी लिमिटेड़ / NTPC LTD. Page 4 of 60

Callector

part or parts of the said land as the State Government shall specify to be necessary for the purposes aforesaid and inconsideration of such transfer the State Government shall pay to the NTPC Limited a sum equal to the amount of compensation awarded under the provisions of the said Act and paid by NTPC Limited in respect of the land together with compensation for the buildings erected on such part or parts at a valuation to be determined by the Collector, Sundargarh District. An appeal from the decision of the said Collector shall lie to the Divisional Commissioner concerned and decision of the said Collector or where an appeal has been preferred against such decision, the decision of the said Commissioner determining such valuation as aforesaid shall be final, conclusive and binding on NTPC Limited.

- 5. (a) That if NTPC Limited utilises only a portion of the land for the purpose for which it was acquired and the State Government is satisfied that NTPC Limited can continue to utilise the portion of the land used by it even if the unutilised part thereof is resumed, the State Government may make an order with prior consultation with NTPC Limited declaring the transfer of the land with respect to the un-utilised portion thereof as null and void whereupon such unutilised portion shall revert to the State Government and direct that an amount not exceeding one fourth of such portion of the amount paid by NTPC Limited as cost of the acquisition as it relatable to the un-utilised portion shall be forfeited to the State Government as damages and that balance of that portion shall be refundable to NTPC Limited on and the order so made shall subject to the provisions of "sub-clause (b)" below be final and binding.
- (b) That where there is any dispute with regard to the amount relatable to the unutilised portions of the land such dispute shall be referred to the court within whose jurisdiction the land or any part thereof is situated and the decision of that court thereon shall be final.
- 6. That the public shall have such right of access to and use of the land and premises of NTPC Limited as may be necessary for the transaction of their business with NTPC Limited.

प्रयोद कुमार / Pramod Kumar गण प्रयोदक (प्रयासी) / General Manager (I/C)

ांपाली सुपर वर्नल पायर प्रोजेक्ट / Darlipali STFP

एनटोपीसी लिमिटेड़ / NTPC LTD. बन्दरगढ / Sundargarh Page 5 of 60

Collector

- 7. That in the case of breach by NTPC Limited of any of the terms and conditions of this agreement, the State Government may make an order declaring the transfer of the land to NTPC Limited as null and void whereupon the land shall revert to the State Government and directing that an amount not exceeding one fourth of the amount paid by NTPC Limited to the State Government as the cost of the acquisition shall be forfeited to the State Government as damages and the balance shall be refunded to NTPC Limited and the order so made shall be final and binding.
- 8. That in the case of a breach by NTPC Limited of any of the terms and conditions of this agreement the State Government shall not make an order under clause 5 or clause 7 hereof unless NTPC Limited has been given an opportunity of being heard in the matter.
- 9. That in the event of an order under clause 8, NTPC Limited shall be entitled to remove within six months from the date of such order all buildings and structures erected on the said land.
- 10. That if any dispute or difference arises touching or concerning the subject matter of this agreement or any covenant or clause or thing herein contained other than dispute or differences as to the valuation of the building determined or to the determined under the provisions of the clause 4 hereof the same shall be referred to the Chief Secretary to the State Government of Orissa whose decision shall be final, conclusive and binding on the parties hereto.

Village: Darlipali

SL NO	KHATA NO	PLOT NO	KISAM	AREA ACQUIRED (In Acre)
1	3	205	Ma. Sa.	0.42
	3	3384	Ma. Sa.	0.07
	3	3386	Ma. Sa.	0.34
2	7	2842	Ma. Sa.	0.17
	7	2844	Ma. Sa.	1.54
	7	2864	Goda-II	1.00
	7	2897	Ma. Sa.	0.20
	7	2898	Be. Sa.	0.30

प्रमोट कुझर / Framod Kumar महा प्रदेवन (प्रभारी) / General Manager (I/C) दर्शिपाली सुपर बर्मल पावर प्रोलेक्ट / Darlipali STFP एनटीपीसी लिमिटेड़ / NTPC LTD. सन्दरगढ़ / Sundargarh

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SL NO	KHATA NO	PLOT NO	KISAM	AREA ACQUIRED (In-Acre)
	187	482	Be. Sa.	0.75
	187	487	Be. Sa.	0.24
	187	488	Ma. Sa.	0.33
	187	2528	Ma. Sa.	0.25
	187	438/6011	Ba. Sa.	0.15
	187	462/6012	Ba. Sa.	0.12
	187	459/6144	Goda-II	0.26
77	188	478	Goda-II	0.46
78	193	5182	Ma. Sa.	0.88
10	193	5201	Ba. Sa.	1.35
79	194	310	Goda-II	0.26
10	194	429	Goda-II	0.29
	194	430	Goda-II	0.04
	194	432	Goda-II	0.16
	194	459	Goda-II	1.08
	194	467	Adi	0.06
	194	468	Be. Sa.	0.15
	194	472	Goda-II	1.04
	194	475	Ba. Sa.	0.46
	194	476	Ma. Sa.	0.25
	194	489	Goda-II	0.19
	194	2522	Ba. Sa.	0.23
	194	2523	Ma. Sa.	0.12
	194	2525	Ma. Sa.	1.03
00			Ma. Sa.	1.80
80	198	3101 3318	Be. Sa.	0.23
	198	3321	Be. Sa.	1.46
	198	3339	Be. Sa.	0.37
	198		Ma. Sa.	1.09
0.4	198	3399		0.64
81	199	223	Goda-II	1.02
	199	361	Ma. Sa.	0.42
82	202	2876	Ma. Sa.	0.42
	202	2883	Ma. Sa.	
	202	2884	Ma. Sa.	0.67
	202	2892	Ma. Sa.	0.12
	202	2955	Goda-II	0.11
	202	3137	Goda-II	0.29
	202	3824	Ba. Sa.	0.60

प्राचीति / Pramod Kumar प्राचीति (जन्मियी) / General Manager (I/C) प्राचीतिक प्रवेश पात्र प्रोचीक्ट / Darlipall STr P प्राचीतीकी लिमिटेड / NTPC LTD.

सुन्दरगढ़ / Sundargarh

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Collector\ Sundargarh

SL NO	KHATA NO	PLOT NO	KISAM	AREA ACQUIRED (In Acre)
	383	304	Goda-II	0.72
	383	305	Goda-II	1.22
	383	306	Ba. Sa.	0.45
	383	307	Goda-II	0.46
	383	312	Ma. Sa.	0.58
	383	313	Be. Sa.	0.83
	383	315	Ba. Sa.	0.21
	383	316	Be. Sa.	1.51
	383	317	Goda-II	0.08
	383	322	Be. Sa.	0.47
	383	323	Be. Sa.	0.33
	383	396	Be. Sa.	0.22
159	384	2872	Ma. Sa.	0.16
	384	2874	Ma. Sa.	0.05
	384	2882	Ma. Sa.	0.39
	384	2889	Ma. Sa.	0.03
	384	2893	Ma. Sa.	0.12
	384	2895	Ma. Sa.	0.79
	384	3033	Ma. Sa.	0.11
160	385	3307	Ba. Sa.	0.68
161	386	218	Goda-II	0.11
	386	2732	. Goda-II	0.15
	386	2733	Goda-II	0.69
	386	2745	Goda-II	0.08
	386	2814	Goda-II	0.22
	386	2820	Ma. Sa.	1.06
	386	2826	Ma. Sa.	0.04
	386	2827	Ma. Sa.	0.32
	386	2830	Be. Sa.	0.37
	386	2832	Ba. Sa.	0.24
	386	2848	Ma. Sa.	0.07
	386	2849	Ma. Sa.	0.11
	386	2854	Ma. Sa.	1.79
	386	2873	Ma. Sa.	0.22
	386	2879	Ma. Sa.	1.78
	386	2881	Ma. Sa.	0.40

रागोर प्रमान / Pramod Kumar राग प्रमान प्रकार (प्रमानी) / Ceneral Manager (I/C) वॉलेपली मुक्त थर्मन मायर ग्रोजेक्ट / Darlipall STr P एमटीपीसी लिमिटेड / NTPC LTD. सुन्दरगढ़ / Sundargarh



to the State Government for this land plus the present market value of the building and other structures erected thereon:

PROVIDED ALSO THAT, in case of any dispute as to the amount of compensation fixed by the Collector, the NTPC Ltd. shall be entitled to appeal to the Commissioner of the Division whose decision shall be final conclusive and binding on the parties.

The schedule of property above referred to:-

Village: Darlipali, Tahasil: Lephripara, Dist.: Sundargarh

SL No	KHATA NO	PLOT NO	AREA	KISAM
1	527(AJA)	175/P	0.15	- GODA2
2	527	176	0.14	MASA
3	527	177/P	1.50	GODA2
4	527	199	0.50	MASA
5	527	202	0.08	MASA
6	527	206	1.05	MASA
7	527	208	0.29	MASA
8	527	222	0.42	GODA2
9 -	527	230	0.20 -	GODA2
10	527	231	0.47	GODA2
11	527	232/P	0.45	BESA
12	527	240	0.05	GODA2
13	527	241/P	0.12	BASA
14	527	245	0.94	BESA
15	527 527	309/P	2.70	PATIT
16		311	0.70	GODA2
17	527	326	0.12	MASA
18	527	352	1.04	BESA
19	527	353	1.15	MASA
20	527	355	0.29	GODA2
21	527	356	0.12	GODA2
22	527	357	0.15	BESA
23	527.61		0.31	MASA
24	527	363	-1.51	GODA2
25	527	367	0.06	PATIT
	527	369	0.24	PATIT
26	527	374	0.19	BESÁ

प्रभोत कि Pramod Kumar महा प्रयोगक (प्रभीते) / Gonsral Manager (I/C) दर्शियाती सुपर बर्गल पोनत श्रोनेक्ट / Darlipali STIP

एनवीपीसी लिग्निटेड़ /NTPC LTD. सुन्दरगढ़ /Sundargarh Page 8 of 15

COLLECTOR



Внисски

AND RECORDS WEB PORTAL OF ODISHA



Schedule I Form No.39-A

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ମୌଜା : ଦର୍ଲିପାଲି

ତହସିଲ : ଲେଫ୍ରିପଡା

ଥାନା : ଭକ୍ଷା

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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AGREEMENT

This Agreement is executed on 6th day of May 2019 by and between NTPC Limited, a company incorporated under the Companies Act, 1956 and having its registered office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, Ne v Delhi and one of its units namely NTPC-Darlipali, Dist: Sundargash, Odisha represented by Mr. Wilson Abraham, AGM(HR), NTPC, Darlipali duly authorized (hereinafter referred to as 'NTPC-Darlipali' which expression shall

L.V. SEHGAL JOINT SECRETARY

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Wilson Abraham अन्य महाराज्यक (भागव नेतायन) Addi General Manager (H.R.) तत्त्रतीमा प्रकारिक प्रकृतिकार स्वर्थकारीका NTPC Ltd., Darlipali S.T.P.P



unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the first part;

AND

CHILD EDUCATION SOCIETY, a society registered under the Societies Registration Act, 1860, having its registered office at Bal Bharati Public School, Ganga Ram Hospital Marg, New Delhi, represented by MR. L. V. SEHGAL, JOINT SECRETARY, CHILD EDUCATION SOCIETY duly authorized by way of Resolution passed in Board of Management Meeting No. 01/2019-20 dt. 16.04.2019 hereinafter called the 'Society' which expression shall include its executors, administrators, successors and assigns) of the other part.

WHEREAS, NTPC-Darlipali is desirous of setting up an English Medium School on CBSE pattern at NTPC-Darlipali for the benefit of the wards of its employees CISF, ICH, Land Oustees and general public. Accordingly, NTPC-Darlipali has approached the Society for the opening of an English Medium School on CBSE pattern and the Society has assured NTPC-Darlipali that the Society is in a position to set up and manage such a school to be called as "Bal Bharati Public School, Darlipali" (hereinafter referred as 'School'). NTPC-Darlipali has constructed the school building (Construction of part building under progress over the NTPC-Darlipali land). The visit to the school building at NTPC-Darlipali has already been done by the society on 17-18 Dec. 2018. In the meantime a suitable alternate for accommodating school building will be ready by the session 2020-21. NTPC-Darlipali has reserved an area/land of 4.5 acres specifically for the opening of school.

NTPC-Darlipali, and the Society mutually agree to set up and run the School on the following terms and conditions:-

- That the management of the School will be in the hands of the Society. The Society will constitute a Managing Committee comprising of NINE (9) members for setting up and managing the day-to-day affairs of the school. The President of the Society or his nominee will be the Chairman of the Managing Committee. The Head of Project of NTPC-Darlipali or his nominee will be the Vice Chairman of the School, and will exercise the powers of the Chairman of the Committee in the absence of the Chairman.
 - a. In addition, Head of Project of NTPC-Darlipali will also nominate THREE (3) more members from NTPC-Darlipali, who shall be the members of the Managing Committee. Similarly, the Society shall appoint the remaining FOUR (4) members of the Managing Committee. The other members will be included as per CBSE/State Government Rules.

2/9

L.V. SEHGAL

JOINT SECRETARY
CHILD EDUCATION SOCIETY
C/O BAL BHARATI PUBLIC SCHOOL
GANGA RAM HOSPITAL MARG
NEW DELHI-110060

Wilson Abraham Wilson Abraham अपर महाप्रवेधक (मानव संसाधम) Addi General Manager (H.R.) एनटीपीसी लिमटेब/ट्लिपालि एस.टी.पी.पी NTPC Ltd., Darlipali S.T.P.P

- The Society shall open and start classes from LKG to Class V w.e.f. academic session 2019-20 and subsequently every year add classes from VI onwards preferably one class every year from the beginning session 2019-20. It is agreed that the school will be progressively upgraded up to Class XII. The additional sections of a class shall be added in the subsequent academic session, only after the strength of 40 students is reached for a particular class in an academic session only upon consultation/consent and as decided by the Managing Committee based on the requirement.
- That the Society shall be responsible for the selection and appointment of qualified and experienced Principal, teachers and other staff as per rules of the state government/CBSE. Such Principal, teachers and other staff will be employed as the employees of the School. The Vice-Chairman of the Managing Committee or his nominee will be associated in all such selections and appointments. The Principal will be responsible for overall charge of the School. Further, the Society shall also ensure that the normal functioning of the School shall not suffer adversely for want of qualified and efficient teachers.
- That NTPC-Darlipali will be responsible to provide and maintain suitable school building, consisting of class rooms with Smart Class Systems and rooms for other facilities in the school like Laboratories for Physics, Chemistry, Biology, Computer, etc., Library, Music Room, Craft Room, Indoor Games Room, Gymnasium/Auditorium Hall, playground etc. for providing quality education; with light, electricity, toilets and drinking water facilities for students and staff of the School. Safety & security arrangements as per CBSE/Govt. norms are to be ensured in the School.
- That NTPC-Darlipali will provide one residential accommodation/unit of Type-C/D Quarter to serve as residence for the Principal. In addition, the other teachers and staff of the school posted at NTPC-Darlipali subject to availability, will be provided with the residential accommodations/units of Type B (B Type Quarter). The accommodation for principal and staff shall preferably be close to the School building to the extent possible and shall be provided with water, light, electricity, and sanitary fittings. The School will recover house rent, electricity charges, and water charges for residential accommodation allotted to the Principal and staff of the School, at the rates as applicable to employees posted at NTPC-Darlipali and pay the same to NTPC-Darlipali on monthly basis by the 10th
- That NTPC-Darlipali will meet all costs as per applicable TA Rules of Central Government, incurred by the Inspection Team detailed by the Society's Office towards TA and DA for carrying out inspection of the school at Darlipali, in the interest of advancement and promotion of quality education and for attending Managing Committee Meetings of the School. The entitled staff of the School eligible to travel by air will be reimbursed the fare of economy class as per central government rules.

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Abraham ह (भागत संसाधन)

महाप्रयोधक Add! General Manager (H.R. जिल्लीभीकी विभिन्दार विलान एस से भी

NTPC Ltd., Darlipali S.T.P.F

L.V. SEHGA

JOINT SECRETARY

CHILD EDUCATION SOCIETY C/O BAL BHARATI PUBLIC SCHOOL GANGA RAM HOSPITAL MARG

NEW DELHI-110060

- That NTPC-Darlipali will pay an amount of 15.00 Lakhs (Rupees Fifteen Lakhs Only) per annum towards contribution for maintenance of Society's Office and for managing the School at NTPC-Darlipali. This amount will be divided and paid out in 4 quarterly installments and shall be paid in advance by 10th day of the first month of the Quarter. This amount will be reviewed after every five (5) years. After meeting out all expenses, audited surplus if any, at the end of financial year will be adjusted in the next year contribution.
- That NTPC-Darlipali will make available medical facilities in NTPC-Darlipali Hospital (including medicines) as applicable to its employees in the NTPC-Darlipali Township; to all staff members of the School including their dependents treated as per the NTPC Medical Rules, subject to availability. The Reimbursement of medical expenses for any treatment/consultation/purchase of medicine done elsewhere other than NTPC-Darlipali, Township Hospital shall not be admissible. The NTPC-Darlipali will also extend to the School staff all recreational facilities available in the NTPC-Darlipali Township at par with those provided to NTPC Employees.
- That at the time of admissions, the School shall give first priority to the wards of NTPC employees. The further preference will be given to the children of CISF. Government/PSU employees posted at NTPC-Darlipali, Land Oustees of the NTPC-Darlipali as per the applicable NTPC Rules to this effect. The Outside children may also be given admission, as per Managing Committee guidelines. The Society will also permit admission to the children of NTPC employees in case of transfer to & from other locations depending on the availability of school/seats of the Society in such other locations.
- 10. Subject to the provisions mentioned above, the Principal of the School shall have full powers to decide about selection and admission of students based on merit and in accordance with principles laid down by the Managing Committee.
- 11. That the Society shall obtain the recognition/affiliation of the school with CBSE and NTPC-Darlipali will extend its cooperation/support to achieve the same. NTPC-Darlipali will obtain all relevant government permissions/approvals to set up and run the school and the assistance will be provided by the society.

That the Society shall maintain in the school at NTPC-Darlipali site the quality and standard of education as prevailing in schools of the Society, NTPC and other established schools.

L.V. SEHGAL

JOINT SECRETARY

CHILD EDUCATION SOCIETY C/O BAL BHARATI PUBLIC SCHOOL

GANGA RAM HOSPITAL MARG

NEW DELHI-110060

4/9

आबाह्य TRINGUE अपर महाप्रबंधक (मानव संसाधन) Addi. General Manager (H.R.) न्दीपीसी लिगिट्ड/दर्लिपाल एस दी पी.वी

NTPC Ltd., Darlipali S.T.P.P

Indemnity:

- a. The Society agrees that it shall indemnify and hold harmless NTPC-Darlipali against all claims or damages or losses that may arise out of any act or omission or negligence or violation of any law by the Society while running the School.
- b. NTPC-Darlipali agrees that it shall indemnify and hold harmless the Child Education Society against all mishaps or accidents within the School Premises arising from any structural defects in the School Premises or from any breach of structural safety requirements within the School Premises whether prior to or post the date of execution.

Fee Structure

- a. That the fee structure shall be mutually agreed by NTPC-Darlipali and will be designed in such a manner that the recurring/revenue expenditure is fully met out of the tuition/annual fees. The fees once fixed in the beginning will be enhanced yearly by an amount in percentage in line with the increase in DA in consultation and as decided by Managing Committee.
- That the fee structure of the school for the session 2019-20 will be decided in the first management committee meeting based on the budgeted income and expenditure for the academic session 2019-20. The fees from the CISF, ICH, UPL, Land Oustees & other associates as decided by the Managing Committee will be charged as applicable to the wards of NTPC-Darlipali employees. The Managing Committee shall be free to fix the fees for the wards of those who are not employed in NTPC, subject to minimum of the rates for respective classes fixed for the wards of NTPC-Darlipali, employees.
- c. That the fee structure shall be reviewed after a period of FIVE (5) years or when necessitated by announcement of any special pay scales and allowances as may be recommended by Central Government/ Pay Commission and accepted by Central Government and beyond the control of the Society, whichever is earlier and will be effective with retrospective effect from the date of implementation of revised scales/salaries.

d. That in case of number of fee paying students in any section is less than Forty (40), NTPC-Darlipali shall compensate towards shortfall in the realization of Tuition Fees equivalent to monthly tuition fees for the number of students in respective sections by which the total number of fee paying students in each section falls

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L.V. SEHGAL JOINT SECRETARY

CHILD EDUCATION SOCIETY C/O BAL BHARATI PUBLIC SCHOOL GANGA RAM HOSPITAL MARG

NEW DELHI-110060

(मानव संसाधन) ddi, General Manager (H.R. हीपीसी लिपिटंड/दिलिपलि एस.टी पी ITPC Ltd., Darlipali S.T.P

short of 40. For this purpose, the rate will be the tuition fees charged for the wards of NTPC employees for each class in the beginning of the session towards which shortfall is being calculated.

- e. The school shall submit the Audited statement of income and expenditure annually to the Managing Committee of the school. All payments/claims of the school will be submitted in HR Department and processed as per the signed agreement.
- f. The Wards of School staff will get free education in the School restricted to maximum of two children (Only two children will be provided free education in the school). These Wards of School staff will be considered towards the total strength of the class for the payment on account of shortfall by the NTPC-Darlipali.
- g. The students of EWS category admitted under RTE may not be paying any fee and thus will not be considered towards the total strength of Class_for the purpose of payment by NTPC-Darlipali. However, any amount received from State Government towards reimbursement of fee for these students shall be considered while calculating the shortfall of the fee amount.
- 15. The salary of the staff shall be paid as per the Central Government Pay-Scales and allowances. The Principal will be paid salary and perks including all other benefits as prevalent in the other schools of the Society and as decided by the Board of Management of the Society.

16. Student Facilities and Equipments

- That NTPC-Darlipali will provide accommodation and furniture for library and give appropriate grant every year for building up and developing the library.
- b. NTPC-Darlipali will provide science demonstration laboratory when Class VI is opened and Physics, Chemistry, Biology, Computer and other laboratories as per CBSE syllabus at the time of opening of Classes 9 & 11 and subsequently 10 & 12. The Capital Expenditure for establishing laboratories will be met by NTPC-Darlipali and subsequent Revenue Expenditure (Recurring) will be met by the school.
- c. NTPC-Darlipali will also provide suitable facilities/equipments for development of games/sports and other extra-curricular activities as per CBSE and Society norms, and provide suitable grant per annum.

d. The wards of NTPC employees and its associates will not be charged any library fee, laboratory fee or games fee as these facilities will be provided by NTPC-Darlipali.

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L.V. SEHGAL JOINT SECRETARY

CHILD EDUCATION SOCIETY C/O BAL BHARATI PUBLIC SCHOOL GANGA RAM HOSPITAL MARG NEW DELHI-110060 Wilson Abraham अपर महाग्रायक (मानव संसाधन) Add. General Manager (H.R.) एनटीर्गानी लिमिटेड/दिलानि एस.टी.थी पी NTPC Ltd., Darlipali S.T.P.P

However, in case it is decided by the School Managing Committee for the charging of indicated fees, the students have to pay it.

- The need for and amount of grant will be reviewed based on the requirement of e. the library/laboratories/games and sports/other extra-curricular activities by the Managing Committee from time to time.
- That NTPC-Darlipali will provide furniture, audio-visual, play material and other f. teaching aids required for the upkeep of the standards of the School.
- NTPC-Darlipali at its discretion may inspect these items through its authorized g. representatives whenever it is felt necessary.
- That in the space provided by NTPC-Darlipali, the School management will carry out only activities which are connected with or incidental to the imparting of education to the children and connected activities and also to hold activities for advancement of quality education. That the School staff in the township will have to follow the rules and regulations of the NTPC-Darlipali (NTPC Rules will be applicable) as may be enforced by the School Managing Committee from time to time.
- The school building, fixtures, fittings, library, laboratory materials and all such other 18. assets which will be provided by NTPC-Darlipali in the initial stages or during the period of the AGREEMENT shall be used by the Society on a 30 years license. In consideration thereof NTPC-Darlipali will charge a license fee of Rs. 100/- per annum. All these assets in good condition shall stand transferred to NTPC-Darlipali on termination of the agreement.

The Society shall use the building, fixtures, fittings, library and laboratory materials only for School purpose. If the Society uses such property and items for purposes other than running the School, NTPC-Darlipali shall have the right to take possession and recover damages/costs from Society and shall have right to cancel the license.

That if any of the parties hereto, at any time wish to terminate this agreement, it shall do 19. so by giving at least one year's prior notice in writing to the other party of such an intention, provided that such termination shall be effective only at the close of the academic session. Provided further that in the event of such termination, the services of the staff employed by the society shall be terminated in accordance with the terms of their appointment of Bal Bharti Public School, NTPC-Darlipali.

All taxes and duties as applicable under various laws will be borne by the party liable to 20.

L.V. SEHGAL

JOINT SECRETARY

CHILD EDUCATION SOCIETY C/O BAL BHARATI PUBLIC SCHOOL

GANGA RAM HOSPITAL MARG NEW DELHI-110060

7/9

अपर महाप्रवेधक (मान्य दासाधन Add, General Manager (H.R.) (नदीपीसी विमिटेड/बर्जियानि एस ही भी प्री NTPC Ltd., Darlipali S.T.P.P

That all questions relating to the interpretation and meaning of this AGREEMENT and all other disputes and differences arising between the parties hereto either during the 21. subsistence or upon termination shall be settled amicably failing which the matter shall be referred to the arbitration by an arbitral tribunal comprising of a panel of three (3) arbitrators i.e. NTPC and the Society shall each appoint one arbitrator; and such two arbitrators shall appoint the THIRD and presiding arbitrator.

NTPC nominee arbitrator shall be appointed by the CMD, NTPC. If the two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days of the letter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the parties.

Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, including its amendments. The Award shall be final and binding on both parties. The place of Arbitration shall be New Delhi. The procedural law of the Arbitration shall be Indian law. Cost of Arbitration shall be shared equally by the Society and NTPC-Darlipali (parties).

That the parties further agree that all matters/issues arising from this MOU shall be subject to the exclusive jurisdiction of the Courts at New Delhi. In case of termination, the notice shall be served to the following notified authorized persons from both the parties:-

Notified authorized person from NTPC Darlipali

1.

Head of Project, NTPC Darlipali

Address:

NTPC Limited, PO: Darlipali, Dist: Sundargarh,

Pin: 770025, Odisha

Telephone Number:

Notified authorized persons from the Child Education Society

Name:

L.V. Sehgal

Designation:

Joint Secretary

Address:

Child Education Society

C/o Bal Bharati Public School

Ganga Ram Hospital Marg, New Delhi-60

Telephone Number:

25723266

E-Mail ID:

cesbbpsgr@gmail.com

L.V. SEHGAI

8/9

JOINT SECRETARY

CHILD EDUCATION SOCIETY

C/O BAL BHARATI PUBLIC SCHOOL GANGA RAM HOSPITAL MARG

NEW DELHI-110060

चिट्न्यन अज्ञाह्म Wilson Abraham अपर महाप्रवेधक (सानव संसाधन Add. General Manager (H. R. एनटीपीची लिपटेड/वर्लिपाल एस.टी.पी. NTPC Ltd., Darlipali S.T.P

22. This AGREEMENT shall be valid for a period 30 (Thirty) years, unless terminated earlier in terms of clause No. 19 as above. Thereafter, it may be further renewed on mutually agreed terms and conditions.

IN WITNESS THEREOF, the parties to this AGREEMENT have hereunder signed on the day, month and year above mentioned in presence of witness.

For and on behalf of Darlipali, NTPC LTD Darlipali, Odisha Head of Darlipali, NTPC LTD.,

Darlipali, Odisha

Witnesses:-

िट्रिट्सन अखाहम Wilson Abraham अपर महाप्रवेषक (भानव संशोधन) Addl. General Manager (H.R.) एत्टीपीकी लिन्दिस्ट्रिक्टियांति एत. से पी.बी NTPC Ltd., Darlipali'S. T.P.P

(ZIAUR RAHMAH) Dam-HR, HTPC Dailipuli

2. Wisender Pratap Snigh) SM(HA), NTPC Darlipali

New Default SECRETARY
CHILD EDUCATION SOCIETY
C/O BAL BHARATI PUBLIC SCHOOL
GANGA RAM HOSPITAL MARG

CARVIND BURTAN PORUS SCHOOL BRIT VIWAR

Educ advisir CG3 clo Trg. Centre