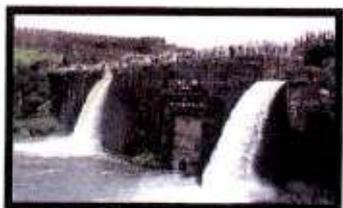
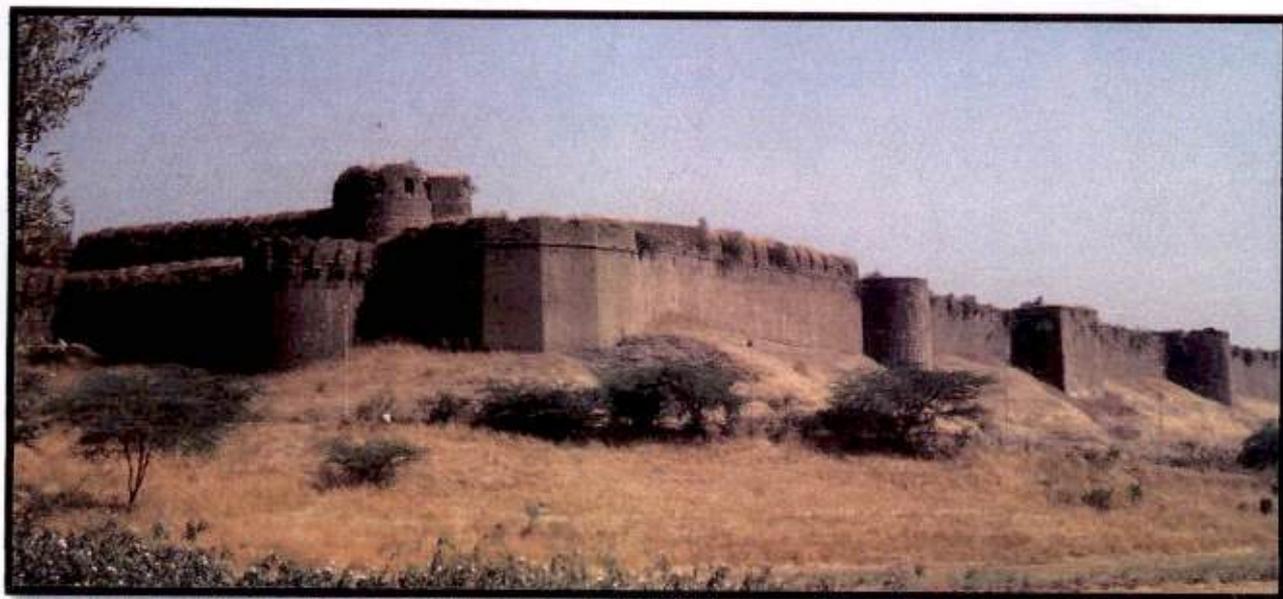


NALDURG FORT

“ MAHARASHTRA VAIBHAV ”

State Protected Monument Conservation Scheme



MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT OF MAHARASHTRA

**DIRECTORATE OF ARCHAEOLOGY AND MUSEUMS
MAHARASHTRA, MUMBAI**

AND

**UNITY MULTICONS PRIVATE LIMITED
SOLAPUR.**

4

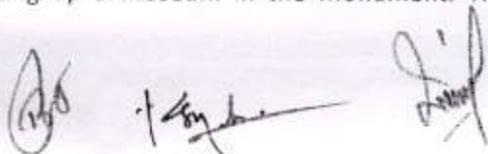
WHEREAS, the Government of Maharashtra vide Government Resolution dated 2.2.2007 has framed " महाराष्ट्र वैभव राज्य संरक्षित स्मारक संगोपन योजना ", (hereinafter referred to as a "Scheme") u/s 15 of the Maharashtra Ancient Monuments and Archaeological Sites and Remains Act, 1960 (hereinafter referred to as a "said Act").

AND WHEREAS in view of the " महाराष्ट्र वैभव राज्य संरक्षित स्मारक संगोपन योजना ", the Company/Organization is desirous of adopting State Protected Monument Naldurg Fort, Tal. Tulzapur, Dist. Osmanabad (hereafter referred to as Monument) and take up task of its Conservation, Maintenance and provide basic public amenities and watch and ward within the premises of the Monument for a period of Ten years.

AND WHEREAS the Company/ Organization has agreed to execute this Memorandum of Understanding in accordance with Para 2(c) of the Scheme.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH as under :

1. The Memorandum of Understanding shall be for a period of Ten years w.e.f 26 August 2014 To 25 July 2024.
2. That the responsibility of maintaining, undertaking the Conservation work, providing public amenities with the approval of Directorate such as Parking place, Toilets, communication facilities and securities etc. shall be that of the Company/Organization and cost of such repairs and services shall be borne and paid by the Company/Organization.
3. The figures/cost and Quantities of items mentioned in the proposal sanctioned by the Committee, so appointed (cost and quantities as mentioned in the proposal submitted for approval) to be provided for Developmental, Maintenance and Conservational works mentioned herein is INDICATIVE and subject to change according to the ground needs. The development activity shall be carried out in phased manner in the 3 years period, commencing from 26 August 2014.
4. The Company/Organization shall not affect any alternation, addition or changes to the Monument. Also the Company shall not introduce any changes within the protected area in contravention of the provisions of the Maharashtra Ancient monuments and Archaeological Sites and Remains' Act, 1960 and Maharashtra Ancient monuments and Archaeological Sites and Remains Rules, 1962.
5. The Company/Organization is allowed to install, operate and maintain the activities and facilities listed in the Annexure-1 attached hereinafter to this Memorandum of Understanding.
6. The Company/Organization is allowed to develop Gardens on the barren land patches available inside the fort premises with prior written permission of the Directorate. The garden so developed shall be essentially on the Barren Lands having no adverse effect on the safety of structures in the Monument.
7. The Company/Organization shall not remove or cause to remove any antiquity of all types, sculpture or any other object from the Monument. In case of destroys, removes, injuries, alters, defaces, imperils or misuse of monuments, the Company/ organization shall be liable for penalties under Section 33 of the said Act.
8. The Directorate shall hand over the list of present antiquities in the said Monument-so far registered/ available.
9. The Directorate in its discretion may supply/provide the possible additional antiquities of historic importance related to the history of Naldurg Fort or the history of Marathwada region, for setting up a Museum in the Monument. The Company/Organization shall be



IN WITNESS WHERE AS THE ABOVE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS TO THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED:

For and on behalf of the Governor of State of Maharashtra,

1. The Director Directorate Of Archaeology and Museums,
Shri Sanjay Krishnaji Patil,
Contact No.0091-9820297349

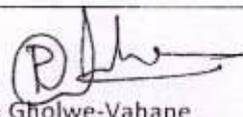

(Shri Sanjay Krishnaji Patil)

In the presence of the witnesses:

1. a). Name of the Second Witness : Shri V. N. Kamble
b). Address of the First Witness : Asst. Director, Department of Archaeology and
Museum Maharashtra State, Aurangabad
c). Telephone No. : 0091- 9860482332
d). Signature of the First Witness : _____
e). Date of Signing : _____

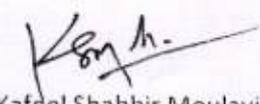


2. a). Name of the First Witness : Sou. Jaya Gholwe-Vahane
b). Address of the First Witness : Technical Assistant, Directorate of Archaeology
and Museums Maharashtra, Mumbai
c). Telephone No. : 0091- 8451849278
d). Signature of the First Witness : _____
e). Date of Signing : _____

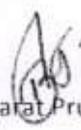


For and on behalf of the Company/Organization

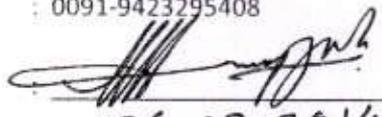
1. Unity Multicons Pvt. Ltd. represented by its
Managing Director, Shri Kafeel Shabbir Moulavi
Contact No. 0091-9604011299


(Shri Kafeel Shabbir Moulavi)

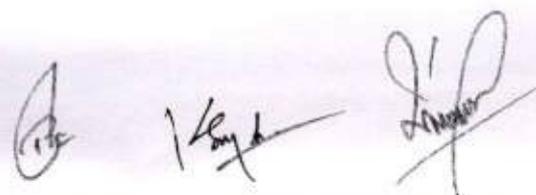
2. Unity Multicons Pvt. Ltd. represented by its
Director, Shri. Bharat Pruthviraj Jain
Contact No. 0091-9049787878


(Shri Bharat Pruthviraj Jain)

In the presence of the witnesses:

1. a). Name of the First Witness : Shri Munaf Yusufmiya Wadkar
b). Address of the First Witness : 101, Mateen Plaza, Family Mall,
At & Tal. Dapoli, Dist. Ratnagiri
c). Telephone No. : 0091-9423295408
d). Signature of the First Witness : 
e). Date of Signing : 26-08-2014





responsible for maintaining the said antiquities and its safety and security and shall bear the cost of upkeep and maintenance of the same. Company/Organization is allowed to charge fees of Twenty Rupees from Adult Visitors and Ten Rupees from Children visiting the Museum, which shall be revised after prior approval of the Directorate. The fees should be charged only after development activity is completed by Company/Organization.

- 10. The possession and ownership of the Monument antiquity shall always remain with the Government. For the purpose of this MoU the Company/Organization shall have rights to use of the Monument as license subject to the terms and conditions of this MOU.
- 11. All plans and estimates for the conservation and maintenance of the Monument as mentioned in the submitted proposal and approved by the committee, shall be got approved from the Directorate.
- 12. The Company/Organization shall obtain prior clearance from the Directorate, for disposal of the debris, collected from within the Monument site while de-silting & conservation activity.
- 13. The entire project of conservation, maintenance and development shall be monitored by the sub-committee so constituted by the Directorate in consultation with the Advisory Board and the work will be supervised by the Directorate.
- 14. The Directorate shall take all the possible efforts needful to remove and relocate the present encroachment from the fort premises to any suitable place outside the Monument Premises. For the period of encroachment issue remaining unresolved: the Company/Organization is allowed to provide fencing and restrict the movement of those residing inside the encroached areas for safeguarding the visitors and to safeguard the conserved monuments and other developments from vandalism.
- 15. The Government considering the Critical and Peculiar nature of the cause to be addressed , may issue directives to the District and Local; Revenue and Police Authorities to co-operate with the Company/Organization and to provide assistance for smooth functioning and protection of the Monument premises from encroachers and miscreants.
- 16. The Company/Organization is allowed to install the energy connection from MAHADISCOM (MSEB) and the water connection from local self-government. In case of energy shortages, Company/Organization, with the prior approval of Directorate, shall install diesel generator set for the power requirement at appropriate place prescribed by Rules and to setup Water tank (Potable Water) inside the premises for human consumption. The said facility shall remain for the tenure of adoption of Monument and shall be dismantled on expiry of the tenure. Provided that such installation and layout arrangement of the said facility shall be such, that it shall not affect anyway the safety and general ambience of the Monument.
- 17. That for the accomplishment of the Project, the Directorate may avail, with approval of the Advisory Board, consultancy services of any technical consultant. Cost of which shall be borne by the Company/Organization. Either party shall have no obligation or duty towards any such staff engaged for the said purpose and on the completion of the said project, their services shall also come to an end automatically.
- 18. The Company/Organization shall use visuals of monument in the advertisement of its any trade or business during the tenure of the Memorandum of Understanding with the prior permission of the Directorate. However, the Company/Organization shall have the plaque indicating its associations with the Monument as approved by the Directorate.
- 19. The Company/Organization is allowed to accept and display third party advertisements at preapproved locations within the fort premises, without affecting the strength and conditions of the structure with prior approval of the Directorate. No board or plaque shall be erected, pasted, or nailed on the Monument.



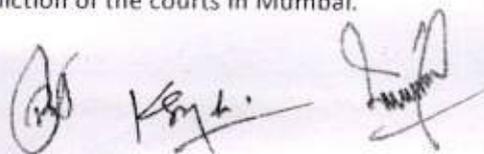
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- 20. The Company/Organization shall hold or cause or permit to hold meeting, party, or any entertainment programme with prior approval of the Directorate in accordance with the provisions of the aforesaid Act and Rules.
- 21. The Company/Organization with the approval of Directorate, shall have the right to use undistorted visuals of Monument in advertising the brand for the period of 10 years.
- 22. The public shall have access to the Monument during the hours as per the Provisions of the Act and Rules, these visiting hours can be changed according to the seasons with prior approval of the Directorate.
- 23. The Company/Organization has rights to restrict the visitors for safety reasons, to visit parts of the Monument; wherever the conservational and developmental works are in progress.
- 24. The Company/Organization shall, with the approval of the Directorate, permanently block few stray routes for visitors so as to systematize and facilitate the daily movement of visitors in organized manner, and to keep people away from the Structures prone to accidents besides safeguarding the Conserved Works.
- 25. The Personnel/Security Guards deployed by the company shall possess the authority to Check, Restrict, Control, ask for Identity proof, limit the access of any Visitor/Visitors found active in Damaging, Defacing, Defaming, Forcing or Disturbing the Structures and Harmony at the Monument site, till the local Police/Law authority arrive at the concerned spot of said activity.
- 26. The Company/ Organization, shall not be entitled to use the space in the premises of the Monument for residential or other purposes, for the staff and employees engaged/employed by it for the purposes of maintenance, conservation, preservation and day-to-day management of the Monument.
- 27. The Company/Organization shall make arrangement for appointing a Police Personnel on the site on regular duty and shall pay the necessary fee. The arrangement of sitting/cabin shall be made by the Company/Organization.
- 28. The Company/Organization has the right to collect entry fee of Rest. 20/- from Adult Visitors and Rs 10/- from Children visiting the fort. This entry fee shall be as determined by the Advisory Board from time to time with prior approval of the Directorate. The accounts shall be maintained and submitted to the authority by the Company/Organization in the format as prescribed by the Directorate.
- 29. The Company/Organization is responsible for the security of the visitors using any facilities of entertainment provided by company.
- 30. An archaeological officer, as defined in section 2 of the Act, shall have access to the Monument at all the times by himself and by his representative for the purpose of inspecting and doing such acts as he may consider necessary or desirable, for the maintenance thereof.
- 31. The Company/Organization shall post such staff at the monument as it deems necessary as per the advice of the Director and the Company/Organization shall give all facilities to the staff so posted in the discharge of their duties. However, there shall not be an employer-employee relationship between the Directorate and such staff and Directorate shall not be responsible for payment, dues, and any other claims of such staff.
- 32. The Directorate reserves the right of copying or filming of the Monument by an archaeological officer or his subordinates or by a person duly authorized for the purpose by him under the provisions of the Rules.

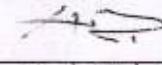
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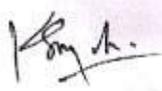
33. The Company/Organization shall abide by the provisions of Maharashtra Monuments and Archaeological Sites and Remains Act, 1960 and the Rules.
34. Neither party to the Agreement shall be liable to other party for any delay or failure on its part in performing any of its obligations under this Agreement resulting from any cause beyond its reasonable control including but not limiting to strikes, riots, civil commotion or other concerted action of workmen, material shortages, fire, floods, explosions, earth quake, acts of "God", acts of State, war, enemy action or terrorist action.
35. The Company/Organization is allowed to purchase or to take on lease lands outside the protected area of the Monument for provision of required recreational facilities for the visitors. Subject to provisions of Section 17 of the Act, the Company/Organization is permitted by virtue of this MoU, to develop such facilities, structures in the said lands, provided, it shall not create any disturbance or damage to the existing monument.
36. The Company/Organization shall remove all the facilities & elements provided, inside the premises, regardless of its nature & use, and leave the Monument site clean and empty, on the expiry of the tenure of this Memorandum of Understanding.
37. The Entry fee and Museum visiting fee shall not be revised without prior approval of the Directorate.
38. The fee to be charged to the Visitor's for recreational and other required facilities provided by the Company/Organization shall be reasonable and in proportion to the cost of facility provided.
39. The Company/ Organization shall be duty bound to maintain cleanliness in the Monuments and its premises.
40. The Annexure appended hereto shall be an integral part of this Agreement.
41. This Agreement is executed in duplicate and one copy will remain with the Company/Organization and the other copy with the Directorate.
42. The Supervisory Committee as well as the Advisory Board shall be entitled to take monthly review of the work undertaken by the Company/ Organization during the tenure of Memorandum of Understanding.
43. If Company/ Organization fails to observe the terms and conditions of this Memorandum of Understanding, or acts in contravention of the provisions of Act and Rules, the Directorate, after giving one month's notice to the Company/ Organization, shall be at liberty to terminate this Memorandum of Undertaking, without any compensation, and on such termination Company/ Organization shall remove all the facilities and elements provided inside the premises and leave the Monument site clean and empty.
44. Party wishing to exit from this agreement anytime during the tenure then a notice in writing of exit and dissociation shall be given by the party so wishing to the other Party at least SIX MONTHS prior to the date.
45. It is agreed by the parties that in the event of any disputes or differences arising between the parties, out of or in connection with this Agreement, the same shall first be referred to the mediation of the Secretary to the Government of Maharashtra, Tourism and Cultural Affairs Department, Mantralaya, Mumbai for amicable resolution and in the event of the same remaining unresolved, it shall be referred to the sole arbitrator, mutually agreed between the parties in terms of the provisions of the Arbitration and Conciliations Act, 1996 (Act No. 26 of 1996). The Proceedings of such arbitration shall be conducted at Mumbai and shall be subject to the jurisdiction of the courts in Mumbai.





- 2. a). Name of the Second Witness : Shri Gururaj Ambadas Fadnis
- b). Address of the Second Witness : 13 Parimala Housing Soci. Adarsh Nagar,
Dist. Solapur, Maharashtra.
- c). Telephone No. : 0091-8983382121
- d). Signature of the Second Witness : 
- e). Date of Signing : 26/8/2014



ANNEXURE 1

Activities to be undertaken by company	
Sr. No.	Activities
1	Development of Tourist friendly facilities
2	Development of elements that showcases the historic events
3	Development of Landscaping ambience and various theme gardens
4	Development of temporary Food Court for refreshments
5	Development of Children Play Areas and Sport Fields and Water Sports
6	Setting up of Audio Visual / Laser Show with Amphitheatre on natural contour
7	Provision of various eco-friendly transporting facilities
8	Development of temporary sitting spaces, benches, litter bins, shade structures & picnic areas
9	Provision of fences and safety railings along the fort walls and unsafe corners
10	Provision of Vehicle Parking facilities & ticketing counters
11	Development of conventional and solar lighting system for inside and outside of the monument
12	Development of pedestrian roads & walkways for safe and smooth movement
13	Provision of information boards, way finding and signage for roads and monuments
14	Development of Irrigation Systems
15	Provision of Alarming System
16	Provision of Wi-Fi System
17	Provision of First Aid, Ambulance and Fire Fighting System
18	Provision of Drinking Water and Sanitation System
19	Provision of Security, Cleaning, Maintenance, Supervision & Management Team
20	Development of Horticultural and Botanical Gardens
21	Development of fountains & focal points at existing dead ponds
22	Any suitable activity which will not harm/disturb structure of fort/monument

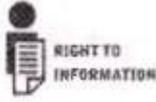
TRA & VIKRAM
 SUMS. BOMBAY

S PVI

[Signature]

[Signature]

[Signature]



पुरातत्त्व व वस्तुसंग्रहालये संचालनालय

महाराष्ट्र शासन

सेंट जॉर्ज किल्ला, सेंट जॉर्ज रुग्णालय आवार, छत्रपती शिवाजी टर्मिनस जवळ, मुंबई ४०० ००१

दुरध्वनी क्र.: ०२२-२२६२३४४६/३३८०

ई-मेल आयडी : mahaarchaeology@gmail.com

जा.क्र. तंत्र/२०१७/ 213

दिनांक :

27 JAN 2017

प्रति,
श्रीमती. हेमा रमानी,
८०, एम्पायर बिल्डींग,
दुसरा मजला, १३४/१३६,
डॉ. डी.एन. रोड,
मुंबई - ४०० ००१

विषय : माहिती अधिकार अधिनियम २००५ अंतर्गत.

संदर्भ : आपला दि. ०२.०१.२०१७ रोजीचा अर्ज.

माहिती अधिकार अधिनियम २००५ अन्वये आपण मागितलेल्या माहिती नुसार आपणास कळविण्यात येते की, आपण दि. २३.०१.२०१७ रोजी संचालनालयात येऊन नोंद घेतलेल्या माहितीच्या छायांकित प्रती खालील तक्त्यात नमुद केल्याप्रमाणे देण्यात येत आहे.

अ.क्र.	मुद्द्यांचे नावे	पृष्ठ क्र.
१	Tenders floated for adoption of the above fort and their responses.	१ ते १५
२	Agreement entered with the party for adopting the above fort.	१ ते १०
३	All plans and proposals along with time schedules. (copy in colour if any and costs will be paid for the same.)	१ ते २१४
४	All correspondence in this matter between various authorities and the company/organisation adopting the fort.	१ ते ६०, १ ते ४५

या माहितीने आपले समाधान न झाल्यास सदर प्रकरणी अपिलीय अधिकारी श्री. सुशिल चंद्रकांत गर्जे, संचालक, पुरातत्त्व व वस्तुसंग्रहालये, सेंट जॉर्ज किल्ला, सेंट जॉर्ज रुग्णालय आवार, मुंबई यांच्याकडे एक महिन्याच्या आत अपिल करता येईल.

याद्वारे आपला माहिती अधिकार अधिनियम २००५ निकाली काढण्यात येत आहे.

(सौ. जया वाहणे)

तंत्र सहाय्यक सहाय्यक जन माहिती अधिकारी
पुरातत्त्व व वस्तुसंग्रहालये
महाराष्ट्र राज्य

पुरातत्व व वस्तुसंग्रहालये संचालनालय

महाराष्ट्र शासन

सेट जॉर्ज किल्ला, सेंट जॉर्ज रुग्णालय आवार, छत्रपती शिवाजी टर्मिनस जवळ, मुंबई ४०० ००१ दुरध्वनी क्र. ०२२-२२६२३४४६
जा.क्र. तंत्र/२०१४ / २०३२ दिनांक : 27 AUG 2014

प्रति,
उप सचिव,
पर्यटन व सांस्कृतिक कार्य विभाग,
मंत्रालय, मुंबई.

विषय :- नळदुर्ग किल्ला, युनिटी मल्टिकॉन्स प्रा. लि. सोलापूर या संस्थेस महाराष्ट्र
वैभव राज्य संरक्षित स्मारक संगोपन योजनांतर्गत संगोपनार्थ देणेबाबत.

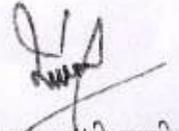
संदर्भ :- दि. २६.०८.२०१४ रोजी संचालक, पुरातत्व व वस्तुसंग्रहालये संचालनालय
व युनिटी मल्टिकॉन्स प्रा. लि. सोलापूर यांच्यात झालेल्या कराराबाबत.

उपरोक्त संदर्भाकित विषयान्वये नळदुर्ग किल्ला, ता. तुळजापूर, जि. उस्मानाबाद महाराष्ट्र
वैभव राज्य संरक्षित स्मारक संगोपन योजनांतर्गत देणेबाबत दि. २६.०८.२०१४ रोजी संचालक,
पुरातत्व व वस्तुसंग्रहालये संचालनालय व युनिटी मल्टिकॉन्स प्रा. लि, सोलापूर यांच्यात वर नमूद
योजनांतर्गत संगोपनार्थ देण्याबाबत १० वर्षाकरीता करार झालेला आहे.

त्या अनुषंगाने महाराष्ट्र वैभव राज्य संरक्षित स्मारक संगोपन योजनांतर्गत झालेल्या १० वर्षाच्या
करारनाम्याची छायांकित प्रत आपल्या माहितीस्तव सोबत जोडलेली आहे.

सोबत : वरील प्रमाणे.

ole
PLA
27/8/14


(संजय कृष्णाजी पाटील)
संचालक
पुरातत्व व वस्तुसंग्रहालये
महाराष्ट्र राज्य

प्रत माहिती करीता

१. मा. मंत्री, सांस्कृतिक कार्य यांचे खाजगी सचिव, मंत्रालय, मुंबई
२. अप्पर मुख्य सचिव, पर्यटन व सांस्कृतिक कार्य विभाग, मंत्रालय, मुंबई
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