

No. PC(2) to MF No. 125/25/ADM/L&C/888-C/D(GS.II)

GOVERNMENT OF INDIA

MINISTRY OF DEFENCE

NEW DELHI, the 24th May, 1976.

To

The Chief of the Army Staff  
The Chief of the Naval Staff  
The Chief of the Air Staff  
The Director General, Ordnance Factories.

Sub : Facilities to be provided to the Kendriya Vidyalaya Sangathan in respect of Central School in Cantonments, etc.

Sir,

In supersession of all previous order\* on the above subject, I am directed to convey the sanction of the President to the following facilities being provided by the Ministry of Defence to the Kendriya Vidyalaya Sangathan (Central Schools Organisation) of the Ministry of Education and Social Welfare, in respect of the Schools in Cantonments brought under the Central Schools Scheme:—

- (i) MES buildings in which Regimental Schools are housed free of cost would continue to be made available free of cost to the Kendriya Vidyalaya Sangathan (KVS) after they are brought under the Central Schools Scheme, till permanent buildings are put up. No rent will be recovered for school buildings and other buildings on defence owned land to KVS. Nominal rent will be charged from KVS in cases of defence owned buildings situated on lands not belonging to the Ministry of Defence.
- (ii) In respect of buildings referred to at (i) above, when maintenance is entrusted to and is taken over by the MES, only the maintenance charges will be recovered from the KVS.

Following procedure will be adopted :—

- (a) Funds for maintaining these assets will be worked out by the MES at the percentages laid down for demanding funds for the defence assets. In order to enable, the MES to do this, the KVS will intimate the capital cost of structures and other assets like water supply, electrical installation, etc. etc., and the year of construction, the local MES formations. In the case of roads, length thereof will be indicated.
- (b) Funds as worked out on the above basis will be placed at the disposal of the MES at the beginning of the year and maintenance will be carried out exactly in accordance with the MES departmental rules in vogue within the amount provided.

\*Ministry of Defence Letter No. F.25(3)/63/D(GS. II) dt. 13.3.64, Amendment No. F.25(3)/63/D(GS. II) dt. 2.7.1965, Amendment No. F.25(3)/63/D(GS. II) dt. 10.3.70, letter No. 3(10)/70/D(GS. II) dated 25.1.71, as amended vide Corrigendum No. 3(1)/72/403-C/D/(GS. II) dt. 24.2.76 and letter No. 3(10)/70/D(GS. II) dt. 22.8.74.

- (c) After the year's accounts are closed/or finally closed the figures of actual expenditure as certified by MES Accounts Officer/CDA will be intimated to the KVS. In this connection it should be noted that the expenditure will not exceed the funds made available by the KVS in case of saving the balance of the amount will be credited to the KVS.
- (iii) MES furniture declared surplus will be transferred to KVS on payment of depreciated book value.
- (iv) KVS will be permitted to construct essential buildings within the existing campus of the Regimental Schools brought under the Central Schools Scheme subject to the condition that if such buildings are later required for defence purposes, the same will be vacated on payment of suitable compensation by the Ministry of Defence.
- (v) Water and power will be supplied by the Cantonment authorities to KVS on payment at prescribed rates as for non-entitled personnel.

NOTE : The word 'power' inclusion normal electric consumption on account of lighting, fans etc.; and the words 'Cantonment authorities' cover both 'MES authorities' and 'Cantonment Authorities', as the case may be.

- (vi) Surplus accommodation, if any, in any station where Regimental Schools have been brought under the Central Schools Scheme may be allotted to teachers employed by KVS. The rent for such accommodation will be recovered by the Defence authorities in accordance with para 16 of Quarters and Rents. Any assistance given by the local military authorities to hire accommodation should not have any financial implications for the Ministry of Defence.
  - (vii) Minimum essential land required and not on the basis of the optimum limit of 15 acres will be earmarked in each Cantonment wherever Schools in Cantonments have been brought under the Central Schools Scheme and given to KVS on a long term lease basis. Nominal rent of Re. 1/- per annum (without any premium) will be charged for the defence land in token of title. If sufficient land is not available within a particular Cantonment, the required land adjacent to the School area will be acquired by DML&C and leased to KVS at nominal rent of Re. 1/- per annum (without any premium). However, each case of acquisition of additional land will be considered on merits.
  - (viii) The construction of buildings of KVS, if entrusted to MES at stations where it is functioning, may be undertaken by MES where possible and no departmental charges shall be levied. Works pertaining to Kendriya Vidyalaya Sangathan are to be executed by Military Engineering Services as 'AGENCY SERVICE' and not as 'DEPOSITE WORKS'. Administrative approval to the estimated expenditure will be obtained by KVS from the authority concerned and funds obtained and placed at the disposal of MES, who will then be responsible for design, specification and for execution in accordance with the regulations.
2. The orders contained in the preceding paragraph will apply also to Schools set up or to be set up KVS at permanent Military/Naval/Air Force and Defence Production stations not formally constituted as Cantonments but where large number of Defence employees are stationed.
  3. Sanctions for transfer of land and buildings and construction of buildings by MES on agency basis will be issued by the Ministry of Defence on the basis of the general principles mentioned in the preceding paragraphs.

4. Formal lease deeds will be got executed in the form attached in all cases of transfer of land and buildings and no transfer of land and buildings will be effected by lower authorities without Government sanction. Cases of transfer of land and buildings will be regulated by a single agency, namely, the Military Lands and Cantonments Organisation in consultation with the Service/Department concerned. However, in respect of cases of transfer of land and buildings belonging to the Ordnance Factories, the same shall be regulated by the Director General, Ordnance Factories.

5. This issues with the concurrence of the Ministry of Finance (Defence) vide their U.O. No. 796/GS.II of 1976.

Yours faithfully,

Sd/-

(S.K. MENON)

Under Secretary to the Govt. of India.

Copy to :—

The Controller General of Defence Accounts, the Director of Audit Defence Services, New Delhi, the Controllers of Defence Accounts, Eastern Command, Western Command, Central Command Southern Command, and Northern Command, the Deputy Directors of Audit, Defence Services, Eastern Command, Western Command, Northern Command, Central Command, Southern Command, the Senior Deputy Directors of Audit, Defence Services.

Copy signed in ink to :—

The Controller of Defence Accounts, Eastern Command, Western Command, Southern Command, Central Command, and Northern Command.

Copy also to :—

The Adjutant General, the QMG, the E-in-C, the Director of Military Lands and Cantonments —50 copies. The Ministry of Education and Social Welfare, the Kendriya Vidyalaya Sangathan (Central School Organisation).

AFA. (GS), AFA(W)—2 copies, AFA(AF), AFA(Q), AFA(N), AFA(FY), AFA(Proj).

Director of Army Education, Director of Education, Air Force. Director of Naval Education.

JA(S), JS(N), JS(P&C), JS(P&W).

D(Prod-Admin) :—20 copies—for communication to organisation/sections concerned.

D(AIR-IV)

: Approval of Defence Minister for transfer of lands/buildings will be obtained by the administrative sections concerned and then referred to JS( ) for issue of final orders on L&C side.

D(NAVY-II)

D(AG-II)

D(Prod-Admn)

D (W-I)

: For suitable in individual cases relating to maintenance/repairs construction/recovery of rent. D(N-I)

D (W-II)

D (AIR-II)

D (Lands)

— 20 copies.

## AGREEMENT

THIS INDENTURE made the ..... day of BETWEEN THE President of India (hereinafter called the Lessor) of the one part and the Central School Organisation a society registered under the Society Registered Act (hereinafter called the Lessee) of the other part.

WHEREAS the Lessor has agreed to demise the plot of land hereinafter described to the lessee in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter reserved and of the conveyance on the part of the lessee hereinafter contained the Lessor doth hereby demise unto the lessee ALL THAT plot of land containing by admeasurement.....situate at .....in the Cantonment.....of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured together with the buildings standing thereon as described in detail in Schedule II hereunder. TOGETHER with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appurtenant EXCEPTING AND RESERVING unto the Lessor all mines, mineral, mineral substances of every description, sand and clay in or under premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying the same (paying the lessee reasonable compensation for all damage done) and also all timber fruit trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Military Estates Officers/Cantonment Board) with right of entry to mark fell cut and carry away the same TO HOLD the premises hereby demised unto the Lessee in perpetuity from the .....day of.....paying thereof the yearly rent of Rupee one only (Re. 1)/- clear of all deductions on the .....day of.....each year at the office of the Military Estates Officer or such other places as the Military Estates Officer shall from time to time appoint in this behalf the first of such payment to be made on the .....day of.....next.

I. AND THE LESSEE DOTH hereby covenant with Lessor

- (1) To pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein before appointed.
- (2) From time to time and at all times to pay and discharge all rates taxes charges and assessments of every description which are now or may at any time hereafter be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon.
- (3) Not to cut down any of the timber, fruit trees or other trees now or at any time hereafter growing on the premises hereby demised but to preserve them in good order. If during the course of construction of School buildings it becomes necessary to cut down a tree, it may be done by the Military Estates Officer who will dispose of the same and credit the sale proceeds to the Government.
- (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent of and in accordance with the term and conditions prescribed by the Military Estates Officer.
- (5) Within.....calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premises hereby demise 2 Central School Buildings, hostel, teacher accommodation, play grounds in accordance with a plan or plans to be approved in writing by the Officer Commanding of the Station and not to erect or suffer to be erected on any part of the premises hereby demised any building without the previous consent in writing of the General Officer Commanding-in-Chief of the Command.

(6) Not to make any alterations in the plan or elevation of the said School buildings, hostel teachers' accommodation and play grounds without such consent as aforesaid and not to use the same or permit the same to be used for any purpose other than those of accommodation for school, hostel buildings and of play grounds.

(7) The responsibility for maintenance of the premises will rest with the Lessee. The Lessee shall make no structural alterations erect any new structures in or upon any part of the premises and instal therein fittings without the prior approval of the Lessor. No compensation shall be paid for the aforesaid additions and alterations on delivering up the premises and the benefit of such additions and alterations shall accrue to the Government. If the Lessor so desires, the lessee shall at its cost restore the premises in the same condition as they were at the commencement of these presents.

(8) Not to assign, underlet, transfer or hand over possession of the said land and buildings or part thereof or any of their right/rights therein under these presents without sanction of the Lessor on such terms as to revision of rent, period of lease and other matters as may be deemed fit to impose.

(9) To pay all charges in respect of electric power and light and water used on the said premises during the currency of the lease at the Schedule of rates current and as may be revised by the Garrison Engineer, Military Engineering Services of the Station from time to time.

(10) To pay all existing and future rates, taxes, assessment charges and other outgoings of every description in respect of the said premises if legally leviable and levied.

(11) To pay all the taxes, assessment charges that may be recoverable under Cantonments Act 1924 in respect of the said premises during the period the buildings are with the lessee.

(12) At all times to keep the said premises in good and substantial repair to the satisfaction of the Officer Commanding the Station, and on determination of the lease to hand over the said premises in the same condition as they were at the commencement of these presents fair wear and tear and damage by fire or other causes beyond the control of the lessee being expected or at its option to pay compensation in lieu thereof provided that such compensation shall not exceed the value of the said premises on the date of determination of the presents. If they had remained in the same structural state and condition of repairs as they were in at the commencement of this lease.

(13) Not to remove any fixture and fittings the premises existing at the commencement of this lease without the previous permission of the lessor.

(14) Registration charges, if any, shall be borne by the lessee.

(15) The lessee shall permit the Government with or without workmen to enter upon and view the condition of the said premises at all reasonable times upon prior notice.

(16) During the occupancy of the premises and on delivering up of the premises, the Lessee shall be liable for any damages caused to the premises and to the fixtures and fittings as per inventory attached to this Deed and shall pay compensation in lieu thereof, fair wear and tear and damage by fire or other natural causes not occasioned by willful act or default of the Lessee excepted. The decision of the Officer Commanding Station/Sub-Area Commander on the question whether any damage is caused to the premises and the amount of such compensation shall be final and binding on the parties.

**II. PROVIDED ALWAYS** that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained therein, and in such case, the Lessor may notwithstanding the waiver of previous cause or right or re-entry enter upon any part of the premises hereby demised or of the building thereon in the same of whole and thereupon the said premises and buildings shall remain to the use of and

be vested in the Lessor and this demise shall stand determined and the Lessee shall not be entitled to any compensation whatsoever.

III. **PROVED ALWAYS** that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estate Officer any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions herein before contained then and in such case, the lessor may notwithstanding the waiver of previous cause or right or reentry enter upon any part of the premises hereby demised or of the building thereon in the same of whole and thereupon the said premises and buildings shall remain to the use of and be vested in the Lessor and this demise shall stand determined and the Lessee shall not be entitled to any compensation whatsoever.

III. **PROVED ALWAYS** that it shall be lawful for the Lessor at any time or times during the said term on giving thirty days notice in writing to resume possession of and determine tenancy of the lessee of the said land or any compensation on account thereof save only a fair payment for the authorised buildings erected by the Lessee, cost will be assessed by the Lessor and the amount of compensation so fixed by the Lessor shall be final and binding.

IV. **PROVIDED ALSO** that unbuilt portion of demised land will be made available on short notice to the local Military authorities as and when required for such temporary use as deemed fit without payment of any rent/compensation.

V. **PROVIDED ALSO** that during times when School Buildings other than class room, laboratories, hotels and like are not in use the same may be made available free of rent to the local military authorities for temporary use for defence/recreation/training purposes.

VI. **PROVIDED ALSO** that in the event of the premises or a part thereof being no longer required by the lessee, the lessor shall have the right to purchase the said buildings from the Lessee on payment to the Lessee of the value of the building as assessed by the Garrison Engineer, Military Engineering Service of the Station. In the event of Lessor not purchasing the said buildings, the lessee shall be entitled to remove the buildings within one month after communication of the decision of the Lessor. If the Lessees fail to remove the buildings the same shall remain to the use of and be vested in the Lessor and the Lessee shall not be entitled to any compensation whatever therefore.

VII. In the event of dissolution of the lease the said land as also the buildings standing thereon shall vest on the Lessor.

VIII. **PROVIDED ALSO** that the expression "President of India" and the Lessee/Lessees herein before used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assign and in the case of latter its successors and assigns.

The Schedule above referred to.

All that piece and parcel of land situated at recorded in the General land Register of the Cantonment as (Part of) Survey number.

and bounded

on the North by  
on the South by  
on the East by  
on the West by

IN WITNESS whereof the parties have to set their hands the day and year first written above.  
on behalf of the President of India in the presence of

Witness

Signed by above