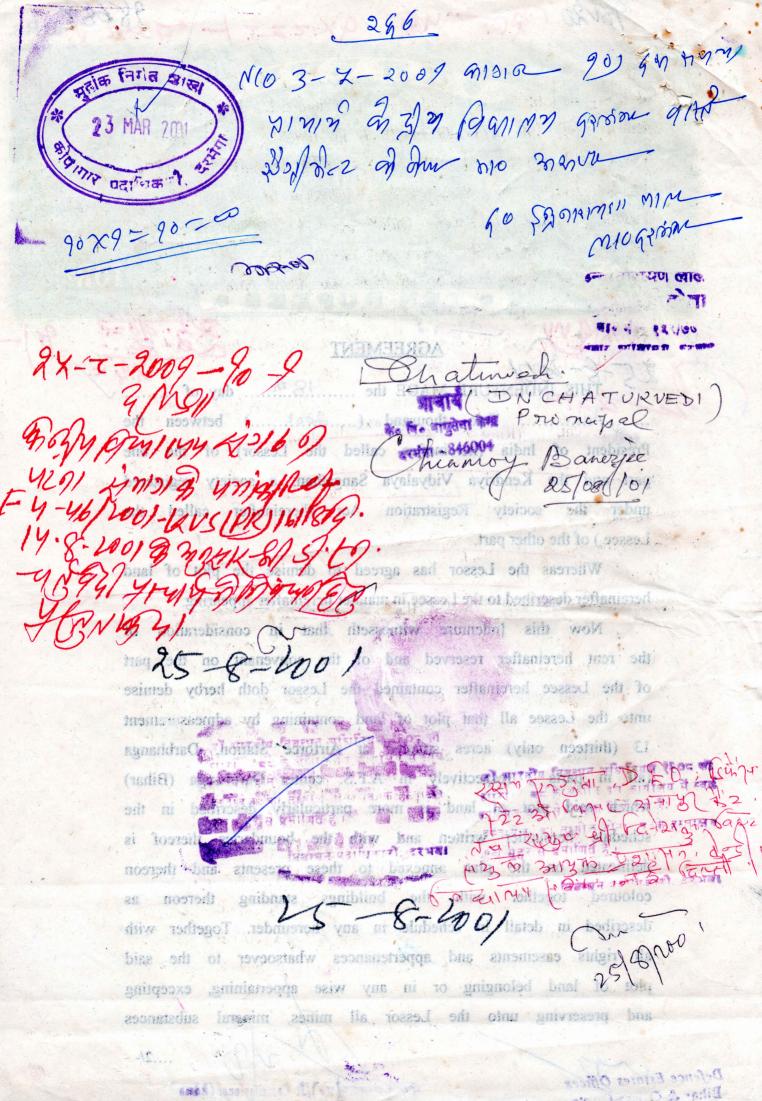


Whereas the Lessor has agreed to demise the plot of land hereinafter described to the Lessee in manner hereinafter appearing.

Now this Indenture witnesseth that in consideration of the rent hereinafter reserved and of the convenant on the part of the Lessee hereinafter contained the Lessor doth herby demise unto the Lessee all that plot of land containing by admeasurement 13 (thirteen only) acres situated at Airforce Station, Darbhanga (all in parts) respectively in A.F.S. center Darbhanga (Bihar) 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 described in detail in schedule in any hereunder. Together with all rights easements and appertenances whatsoever to the said plot of land belonging or in any wise appertaining, excepting and preserving unto the Lessor all mines, mineral substances

Defence Estates Officer Bihar & O 1952 C. als

संपर्व साम्बत (प्र०)/ीर Commissioner (Adma)



· 我必有格 日何(388) [3

Ellar & Quant O at

of every description, sand and clay in or under the 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 damages done) and also all timber, fruit trees and other trees but not the fruit or leaves or fallen branches of trees out down with the written consent of the Defence Estates Officer with right of entry to mark. fall, out and carry away the same To Hold the premises hereby demised unto the Lessee in perpetuity from the......7thAbsil..... Two thousand (......2000......) paying therefore the yearly rent, or (Rupee one only Re.1/-) clear of all deductions day of About the on the office of the Defence Estates Officer or such other places as the Defence Estates Officer shall from time to time appoint in this behalf the first of such payment to be made on the ----day of April next.

- 01. AND THE LESSEE DOTH HEREBY convenant with the Lessor
 - (1) To pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
 - (2) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every descryiption 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 bearing trees or other trees now or at any time hereafter growing on the premises hereby dimised 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

Defence Estates Officer
Bihar & Orissa Circle
Danapur Cantt

नमुक्त आमुक्त (प्र०)/Jt Commissioner (Admn.)

...3/-

Kendriya Vidyalaya Sangathan

the Defence 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 terms and conditions prescribed by the Defence Estates Officer.
- (5) Within 24 (Twenty four only) calander months next after the date of these presents at their own cost to erect and finish fit for use on the premises hereby demised a Central School Building, hostel, teachers' 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-Chief the Command.
- (6) Not to make alternations 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 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 lesser. No compensation shall be paid for the aforesaid additions and alterations on delivering up the premises and 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

Defence Estates Officepresents.

Bihar & Orissa Circle

Dampur Cantt

नंयुक्त आयुक्त (प्र०)/Jt Commissioner (Adms.

....4/-

कंद्रीय विद्यालय सेंगठन Kendriya Vidyalaya Sangathan वर्ष दिल्ली/New Delhi

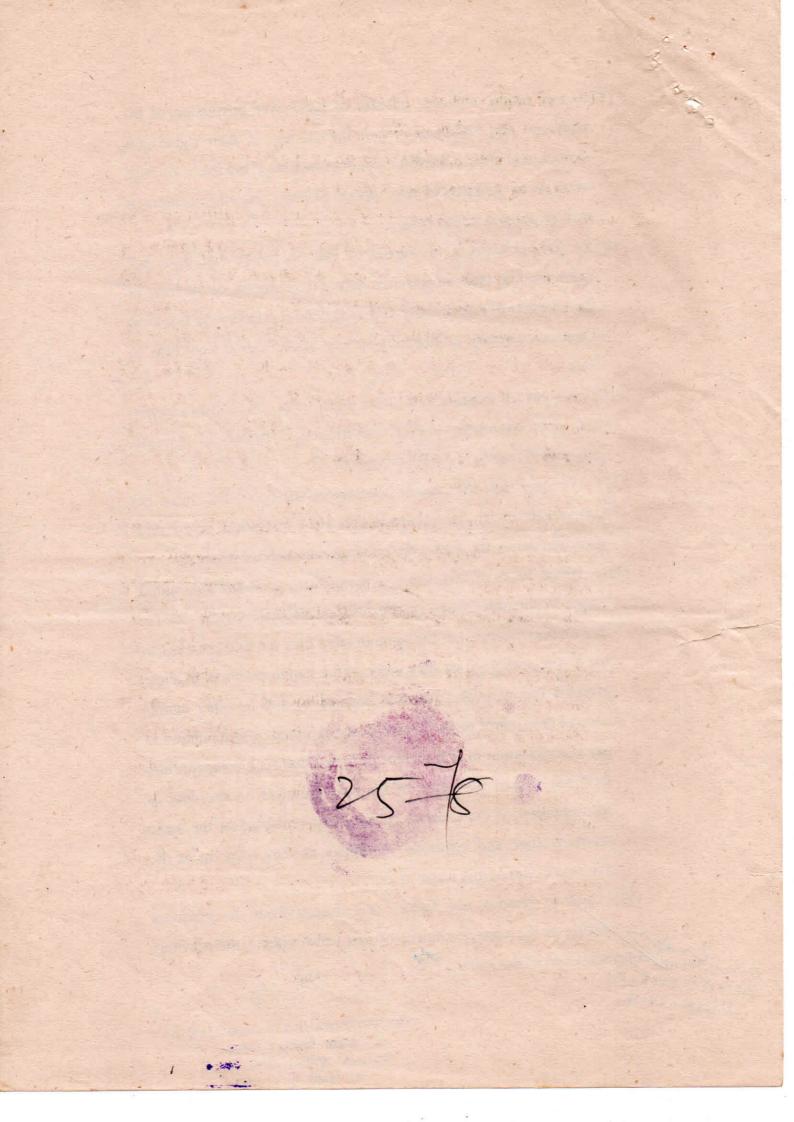
- (8) Not to assign, underlet, transfer of hand over possession of the said land and buildings or part thereof any of their right/rights there in under these presents without sanction of the lessor on such terms as to revisions of rent, period of lease and other matters as may be deemed fit to impose.
- (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 service 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) As 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 some conditions 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 excepted 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 reminded 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 from the premises existing at the commencement of this lease without the previous

Bihar & Orissa Cr cla

Danapur Canti

पंयुक्त आयुक्त (प्र०)/Jt. Commissioner (Adam.) केन्द्रीय विद्यालय संगठन Kendriya Vidyalaya Sangathan



- (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 any 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 occationed 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 or 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 where on the same shall have become due whether the same shall gave been demanded or not or if there shall have been in the opinion of the Defence Estates Officer and breach by the lessee or by any person claiming through or under him of any of the convenants of conditions herein before contained then and in such case, the lessor may no twithstanding waiver of any previous cause or rights or re-entry enter upon any part of the premised hereby demised or of the buildings thereon in the name of the 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.

Defence Estates Officer

PROVIDED ALWAYS that it shall be lawful for the Bihar & Orissa Cuclelessor at any time during the said term on giving thirty's day's Danapur Cantt

केन्द्रीय विद्यालय संगठन Kendriya Vidyalaya Sangathan नई दिल्ली/New Delhi

भयवत आयक्त (प्रo)/Jt Commissioner (Adms.

notice in writing to rename possession of and determine the tenancy of the lessees of the said land or the compensation on account thereof save only a fair payment for the authorized buildings erected by the lessee, cost whereas will be assessed by the lessor and the amount of compensation so fixed, by the Lessor shall be final and binding act the lessee.

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

V. PROVIDED ALSO that during times when school buildings other than class rooms, laboratories, hostels and like are not in use the same may be made available free of rent to the local military authorities for temporary use for deference/recreation/training purposes.

VI. PROVIDED ALSO that in the event of the premises ∠a or ∠part thereof being no longer required by the lessee, the lessor shall 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 building, the lessee shall be entitled to remove the building within one month after communication of the decision of the lessor. If the Lessee fail to remove the building within one month after communication of the decision of the lessor. If the Lessee fail to remove the building, the same shall remain to the use of and be vested in the Lessor and the Kendriya Vidyalaya Salessee shall not be entitled to any compensation whatever thereof.

नई दिल्ली/New Delai 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" Defence Estates Office and the Lessee/Lessees herein before used shall unless such an Bihar & Orissa Circle

interpretation be inconsistent with contest include in the case of the Danapur Cantt

former his successor and assign, and in the case of latter its successors and assigns.

SHEDULE

All that piece and parcel of land measuring 13.00 acres situated at A.F.S. Darbhanga, Distt. Darbhanga (Bihar) recorded in the Military Land Registry (Part of by Numbers and bounded.

On the North

Part plot Nos 160,161,162,165 and 166

On the South On the East

On the West

Part of Plot No 85 (Canal) and 84.

Part of Plot No 84, 163, 164 and 166. : Main Darbhanga to Rahika Road

PLOTWISE SCHEDULE OF DEFENCE LAND TRANSFERRED TO KV, AFS, DARBHANGA:-

Sl. No.	Plot No.	Total Area	Acquired L	and in acres
		in Acres	transferred to KV	
1.	160	0.69	0.40	(Part)
2.	162	0.14	0.14	
3.	163	2.04	0.45	(Part)
4.	164	2.29	1.63	(Part)
5.	165	0.60	0.25	(Part)
6.	166	1.33	0.22	(Part)
7.	84	16.85	9.50	(Part)
8.	85	10.795	0.41	(Part)
		Total -	13.00 acres	

IN WITNESS whereof the parties have set their hands the day and year first written above.

LESSOR

On behalf of the President of India (Sign.)

Name in Capitals: S N GUPTAL

Defence Estates Officer Bihar & Orissa Circle

Dated: 18/6/. 205/....

Danapur Cante

In presence of witness (sign.)

Name in Capitals MAHENDRA PRASAD

Dated: 18/6/2001.....

LESSEE

Name in Capitals: D. S. BIST

विद्यालय संगठन

Dated: 02:8:2001

Kendriya Vidyalaya Sangathan नई दिल्ली/New Delhi

IN PLESENCE OF WITHESS

HAME IN CAPITALS . . .

DATED : 02 . 8 2001

Original and Duplicate are Same For Finepel - Co