



AGREEMENT

THIS INDENTURE made the 15th day of April '88 BETWEEN the President of India (hereinafter called the Lessor) of the One Part and the Kendriya Vidyalaya Sangathan a society registered under the Society Registration 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 covenant on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL THAT plot of land containing by admeasurement 15 Acres situated at Bilaspur in the S.E. Railway 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 substances 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 damage done) and also all timber fruit

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Exam & Verified

Checked & verified



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trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the General Manager, S.E. Railway with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the Lessee in perpetuity or for a period of 99 years from the 15th day of April 88 paying therefor the yearly rent of Rupees one hundred only) Rs.100/-clear of all deduction on the 1st day of January each year at the Financial Advisor and Chief Accounts Officer S.E.Railway office of the General Manager or such other places as the General Manager shall from time to time appoint in this behalf the first of such payment to be made on the 1st day of Every English Calender Month of the Year Next.

I. AND THE LESSEE DOTH HEREBY covenant 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 description which are now or may at any time hereinafter be imposed charges or assessed upon the premises hereby demised or the buildings to be erected there upon.
- (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 Building it becomes necessary to cut down a tree, it may be done by the General Manager who will dispose of the same and credit the sale proceeds to the Government.



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- (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 General Manager. ✓
- (5) Within 15-04-1989 calendar months next after the present date of these presents at their own cost to erect and finish fit for use on the premises hereby demised Kendriya Vidyalaya Building, hostel, teacher accommodation, play grounds in accordance with a plan or plans to be approved in writing by the General Manager of the S.E. Railway 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 Manager. ✓
- (6) Not to make any alterations in the plan or elevation of the said school building, 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, ~~shall not~~ erect any new structures in or upon any part of the premises and ~~shall not~~ 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



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in the same condition as they were at the commencement of these presents. ✓

(8) Not to assign, underlet, transfer or handover 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 General Manager of the S.E. Railway from time to time. ✓

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

(11) At all times to keep the said premises in good and substantial repair to the satisfaction of the General Manager of the S.E. Railway 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 Lease 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 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 struc-



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tural state and conditions of repairs as they were in at the commencement of this lease.

- (12) Not to remove any fixture and fittings from the premises existing at the commencement of this lease without the previous permission of the Lessor. ✓
- (13) Registration charges, if any, shall be borne by the Lessee. ✓
- (14) 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. ✓
- (15) During the occupancy of the premises and on delivering up of the premises, the Lessee shall be liable for any damage caused to the premises and to the fixtures and fittings as per inventory attached to the Deed and shall pay compensation in lieu thereof, fair wear and tear and damage by fire or other natural causes not occasioned by wilful act or default of the Lessee being excepted. The decision of the General Manager on the question whether any damage is caused to the premises and the amount of such compensation shall be final and binding ~~on~~ on the parties. *[Signature]*

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calender 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 General Manager 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 not



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withstanding the ~~waive~~ ^{whole} waiver of any previous cause or right or re-entry enter upon any part of the premises hereby demised or of the building thereon in the name of ~~while~~ 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. PROVIDED ALWAYS that it shall be lawful for the Lessor at any time or times during the said term on giving thirty's days notice in writing to resume possession of and determine tenancy of the Lessees of the said Land ~~without payment of~~ ^{or} any compensation on account thereof save only a fair payment for the authorised buildings erected by the Lessee, cost where as 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 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 General Manager, S.E. Railway. 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 therefor.

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- V. In the event of dissolution of the Lease the said land as also the building standings thereon shall vest on the Lessor.
- VI. 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 letter its successors and assigns.

The Schedule above referred to.

All that piece and parcel of Land situated at Railway Settlement
Bilaspur recorded in the Railways.

and bounded.

On the North by : ROAD TO ARPA PUMP HOUSE.
On the South by : N.E.COLONY ROAD.
On the East by : S.E.RAILWAY BOUNDARY.
On the West by : OPEN LAND AND THEN COLONY ROAD TO BUDHVARI.

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

Witness

OCCUPIER

Puran Chand

पूरन चन्द/PURAN CHAND
उप मुख्या (Adm.)

Kendriya Vidyalaya

नई दिल्ली/New Delhi

On behalf of President of India

Witness

[Signature]
प्रधान / PRINCIPAL
केन्द्रीय विद्यालय / Kendriya Vidyalaya
बिलासपुर 495 004 / Bilaspur 495 004

Signed by above

[Signature] Bilaspur

[Signature]
15/4/88

वरिष्ठ मंडल अभियंता
न. पू. रेलवे बिलासपुर. (म. प्र.)
Sr. Divisional Engineer,
N.E. Ry. Bilaspur