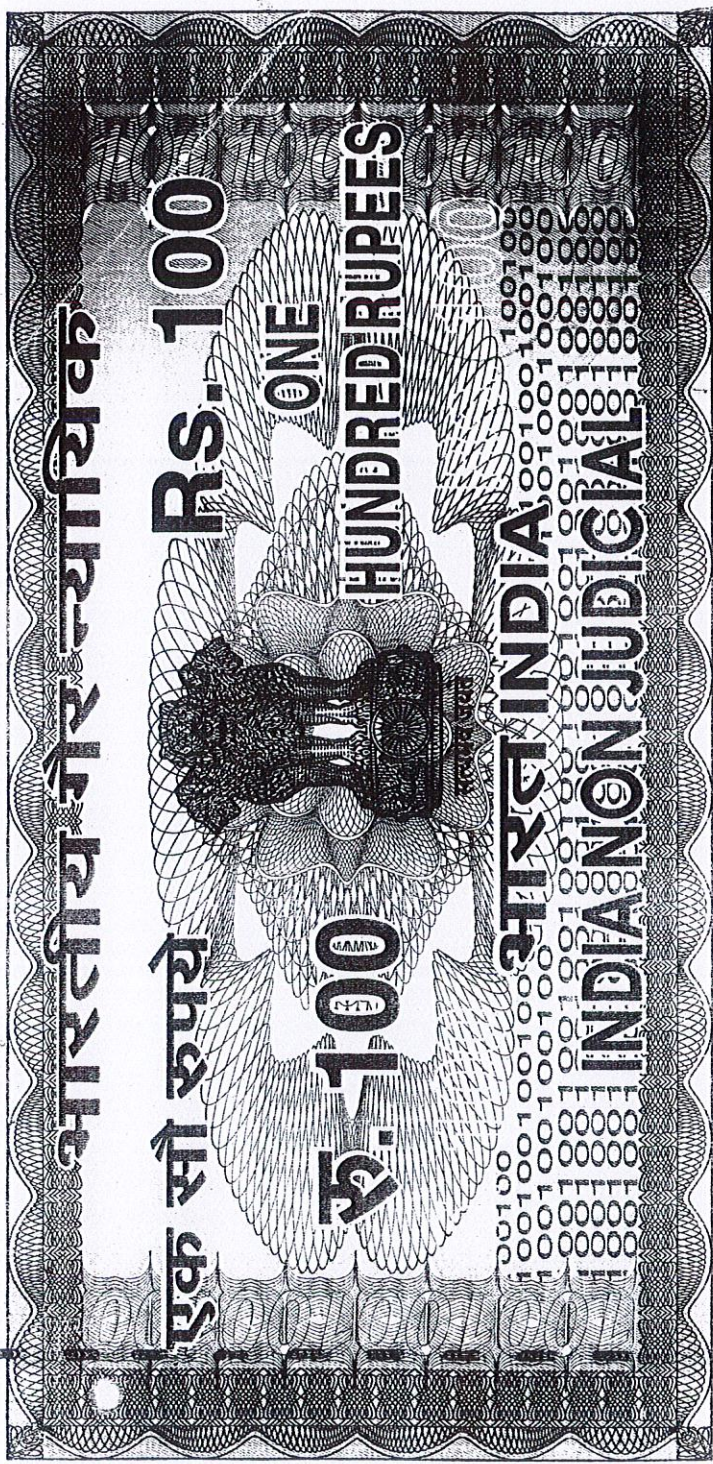


159



हराट्ट MAHARASHTRA

AG 839967

93800 9612100

12 MAR 2007

Stamp Vender Valued Rs. 900 Name

Collector Office

Nagpur, Maharashtra

L-No. 10/96

NO. 10/96
NAGPUR

REC. NO. 10/96

(INDIA)

Indenture made the 10th day of August Two thousand seven
The President of India (Hereinafter called the Lessor) of the
one part and 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 lesser doth hereby demise onto
the lessee ALL THAT plot of land containing by and measurement
12.96 Acres (Twelve point nine six acres only) as per Drawing No.
DRM(W)NGP/R-10285/A situated at Ajni in the Nagpur 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

Joint Commissioner (Admn.)

Kendriya Vidyalaya Sangathan



158

Schedule II hereunder, together with all right easements and appurtenance what so ever to the said plot of land belonging or any wise appertaining EXCEPTING AND RESERVING unto the Lesson 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 and enjoying the same (paying the lessees reasonable compensation for all damage done) and also all timber fruit trees and other trees (but not the fruit or leaves on fallen branches of trees cut down with the written consent of the General Manager, Central Railway with right of entry to mark; fully cut and carry away the same TO HOLD the premises hereby demised unto the lessees I for a period of 99 years from the 12th day of August 2007 paying therefore the yearly rent of Rs.13000/- (Rupees Thirteen Thousand oonly) clear of all deduction on the first day of Jan. each year at the Sr. DFM/NGP's office of the General Manager or such other places as the General Manager will from time appoint in this behalf the first of the such payment to be made on the at the time of signing of this agreement day of Jan. next.

I) AND THE LESSEE DOTH HEREBY covenant with the lesser.

- 1) To pay unto the lesser the yearly rent hereby reserved on the days and in the manner herein before appointment.
- 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 building to be erected thereupon.
- 3) Not to cut down any of the timber fruit 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 proceeding to the Government.
- 4) Not to make any excavations in the land hereby demised or remove any mineral, mineral substances of any description, sand or clay from the said land without the consent of land and accordance with the terms and conditions prescribed by the General Manager.

5) Within 10 calendar months next after the date of these presents at their own cost to erect and finish fit for use the premise hereby demised

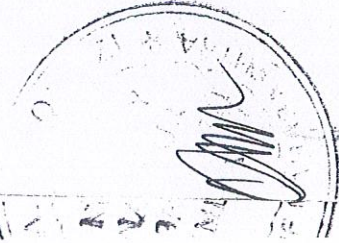
संयुक्त प्रशासन (प्रशासन)
Joint Commissioner (Admin.)

श्री विद्याया सांगथान
Kandhari Vidyalaya Saangathan
नं 143/1/New Delhi-110016

157

Kendriya Vidyalaya Building hostel, teacher's accommodation, play grounds in accordance with a plan or plans to be approved in writing by the General Manager of the Central 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 buildings, hostel, teacher's accommodation and play ground without such consent as aforesaid and not to use the same or permit the same to be used for any purpose other than these of accommodation for school, hostel buildings and of play grounds.
- 7) The responsibility of maintenances of the premises will rest with the Lessee. The lessee shall make no structural alternations, erect any new structures in or upon any part of the premises and install therein fittings without the prior approval of the Lessor. No compensation shall be paid for the aforesaid additions and alterations on delivering of the premises and the benefit of such additions and alterations shall accrue to the Government. If the lesser so desires, the Lessee shall at its cost restore the premises in the same conditions as they were at the commencements of these presents.
- 8) Not to assign, underlet, transfer or hand over possession of the said land and buildings or part there of or any of their right/rights therein under these presents without sanction of the Lesser on such terms as to revision of rent, period of lease and other matter 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 Central Railway from time to time.
- 10) To pay all existing and future rates, taxes, assessment charges, other outgoing of every description in respect of the said premises if legally livable 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 Central Railway and on determination of the lease to hand over said premises in the conditions as they were at the commencements of these presents fair, wear, tear and damage by fire or other causes beyond the control of lease being expected or its option to pay compensation in lieu thereof provided that



M. L.

Joint General Manager (Accounts)

केन्द्रीय विद्यालय संगठन

Kendriya Vidyalaya Sangathan

New Delhi-110016

[Signature]

(156)

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.

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.

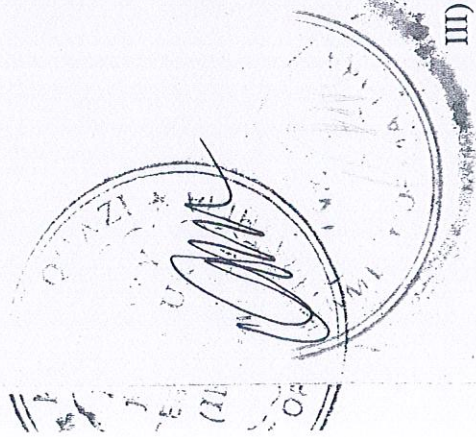
14) The Lessee shall permit the Government with or without workman to enter upon and view the condition of the said premises at all reasonable times upon prior notice.

15) During the occupancy of the premises and on delivering up of the premises, the Lessee shall be liable for any damages caused to the premises and to the fixtures and fitting as per inventory attached to the Deed and shall pay compensation in lieu thereof, fair, wear and tear and damaged by fire or other natural causes not occasioned by willful act or default of the Lessee expected. 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 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 whether the same shall have been demanded or not or if there shall have been in the opinion of the General Manager and breach by the Lessee or any person claiming through or under him of any of the covenants in such case, the lesser may notwithstanding the 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 whereupon the said premises and buildings shall remain to the use of and be vested in the lesser 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 days notice in writing to resume possession of and determine tenancy of the lessees of the said land or any



File
संयुक्त आयुक्त (प्रशासन)
Joint Commissioner (Admn.)
केंद्र नं. १२४/१०५ संगठन
Kend. No. 124/105 Sangathan
नई दिल्ली / New Delhi-110016

File

1551

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.

IV) **PROVIDED ALSO** that in the event of the premises or a part thereof being no longer required by the lessee, the lesser shall have 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 of the Central Railway. In the event of lesser not purchasing the said buildings, the lessee shall be entitled to remove the buildings within one month after communication of the decision of the lesser. If the lessees fail to remove the buildings, the same shall remain to the use of and be vested in the lesser and the lessee shall not be entitled to be paid compensation whatever therefore.

V) **IN** the event of dissolution of the lease the said land as also the buildings standing thereon shall vest on the lesser.

VI) **PROVIDED ALSO** that the expression "President of India" and lessee/Lessees herein before used shall unless such an interpretation be inconsistent with the context include in the case of 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 recorded in the Railways and bounded.

On the North by: S.E.RAILWAY COLONY.

On the South by: R.E.Pump House & Type-III quarters of Central Railway.

On the East by: Central Railway boundary wall.

On the West by: Colony Road.



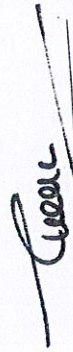
Joint Owners (Sangathas)
Y. S. Sangathas
Y. S. Sangathas
Y. S. Sangathas
Y. S. Sangathas

Cur

154

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

Signed, sealed & delivered by



Sr Divisional Engineer (Co.),
Central Railway, Nagpur.
For and on behalf of the
President of India.

FOR AND ON BEHALF OF THE
PRESIDENT OF INDIA
(संयोजक)
Sr. Divl. Engineer (Co-ordination)
संयोजक, नागपुर
C. Rly., Nagpur.

In presence of

Signed, sealed and delivered in the
presence of witness by.

LESSEE



Joint Commissioner (Admin.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
एई दिल्ली/New Delhi-110016

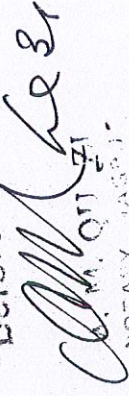


on this 15th day of Sept - 2007
Shri Vivek Kumar Gupta X Kiran B
Dhara

Identified by _____
admit to have signed/put the signature
before me. Hence signature is attested



Before me



S. No. 17 53
Date 15/09/07



KE 12001/NEW Delhi-110016

CAN

NOTARY PUBLIC

A. M. QUAZI

NOTARY

AGRA, NAGPUR

NOTARY (R) FORSE