

Agreement

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THIS INDENTURE made on the _____ day of February 1937 BETWEEN
THE PRESIDENT OF INDIA (hereinafter called the Lessor) of the one part and
the Kendriya Vidyalyaya Sangathan Ltd. Delhi, 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 of land
situated at East Land Estate Khasra No. 172/1, 172/2, 171/2, 171/3, 171/1
171/4, 160/1, 170, 172/4, 163, 167, 169, 172/3, 173, behind Kali Mandir
Temple situated at Ordnance Factory, Katni Estate 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 of easements and appurtenances whatsoever to the said plot
of land belonging or in any wise appertaining EXCEPTING AND RESERVING
unto the Lessor all mines, mineral, mineral substances of every descri-
ption, 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)

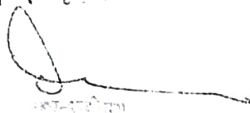
M. N. Sharma
M. N. SHARMA
Commissioner (Admin.)
Kendriya Vidyalyaya Sangathan
Delhi

[Signature]

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श्री के. कृष्ण एडि
 श्री के. गोपाल एडि
 4-7-2006
 79-1-00



K. C. K. S.

WORKS MANAGER
 O. F. Kalmi

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and also the fruit 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, Ordnance Factory, Katni, with right to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the Lessee in perpetuity from the 1st day of April 1986 paying therefor the yearly rent of Rupees One (Rs. 1/-) per annum clear of all deductions on the 5th April of each year at the office of the General Manager, Ordnance Factory, Katni or such other places as the General Manager, Ordnance Factory Katni shall from time to time appoint in this behalf, the first of such payment to be made on the 5th day of April 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 rents, 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 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 General Manager Ordnance Factory Katni, who will dispose of the same and credit the sale proceeds to the Government.

M. N. Sharma
O. N. SHARMA
Dr. Commissioner (Admin.)
Haryana Sahitya Akademi
New Delhi

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WORKS MANAGER
D. S. KALMI
4-2-26

4-2-26

(G. L. F. ALFRED)

Principal,
Kendriya Vidyalaya,

(CH. P. CHATTERJEE)

Foreman, Ord. Fy. Kalmi.

4. The Lessee shall not erect any building hereby demised or any part thereof or suffer any building of any description, to be erected on the said land without the consent of and in accordance with the terms and conditions prescribed by the General Ordnance Factories/Katni.
5. Within the next calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premises hereby demised Central School Building, Hostel, teacher's accommodation, play grounds in accordance with a plan or plans to be approved in writing by the Director General Ordnance Factories/General Manager Ordnance Factory, Katni 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 Director General Ordnance Factories/General Manager Ordnance Factory Katni.
6. Not to make any alterations in the plan or elevation of the said school buildings, hostel, teacher's 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 structure 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 conditions as they were at the commencement of these presents.
8. Not to assign, underlet, transfer or hand over possession of the said land 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 the 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 Ordnance Factory Katni from time to time.

9/11/1941
G. M. SHARMA
General Manager
Ordnance Factory
Katni

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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 Contonments 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 General Manager Ordnance Factory Katni and on determination of the lease to hand over the 'said premises' in the same condition as they were at the commencement of those 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 repair 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 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 the Deed and shall pay compensation in lieu thereof, fair wear and tear and damage by fire or other natural causes or not occassioned by wilful act or default of the Lessee excepted. The decision of the DGOF/ General Manager Ordnance Factory Katni 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.

Approved
15 N 5111

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II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear of 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 General Manager, Ordnance Factory Katni 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 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 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. PROVIDED ALWAYS that it shall be lawful for the lessor at any time or times during the said terms on giving thirty days notice in writing to resume possession of and determine tenancy of the lessee of the said land on any compensation on account thereof save only a fair payment for the authorised buildings erected by the Lessee, cost whereof will be assessed by the Lessor and the amount of compensation as fixed by the Lessor shall be final and binding.

IV. PROVIDED ALSO that small portion of demised land will be made available for use as the General Manager, Ordnance Factory Katni may from time to time require 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, hostel and like are not in use the same may be made available from time to time to the General Manager, Ordnance Factory Katni for temporary use for Defence/recreation/training purpose.

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 Asstt. Garrison Engineer of the station (the General Manager, Ordnance Factory Katni). 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 Lessee fails to remove the buildings the same shall remain to be used of and be vested in the Lessor and the Lessee shall not be entitled to any compensation whatever therefor.

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/Lessee herein before used shall unless such an interpretation can be consistent with the context include in the case of the former his successors and assign and in the case of latter its successors and assigns.

On the West by the limits of Kendriya Katni)
 On the East by the limits of Kendriya Katni, 71/3, 71/4, 72/1, 72/2,
 72/3, 72/4, 72/5, 72/6, 72/7, 72/8 District Jabalpur.

and bounded

On the North by the limits of Mangal Nagar Basti,
 On the South by the limits of Barato, Kalimandair,
 On the East by the limits of Kendriya Katni. East Land Estate.
 On the West by the limits of Kendriya Katni.

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

SIGNED SEALED AND DELIVERED

ON BEHALF OF THE PRESIDENT OF INDIA
 BY (STATE THE RANK OF THE OFFICER
 AUTHORISED TO SIGN) AT KATNI.

WITNESS

(K. KRISHNAMOORTHY)
 WORKS MANAGER
 ORDNANCE FACTORY, KATNI.

(K.L. TANDON)
 GENERAL MANAGER
 ORDNANCE FACTORY, KATNI.

SIGNED BY ABOVE

AUTHY: O.F. Board Letter No. 82/OFKAT/A/W/School dated 1.5.86.

Signed Sealed And Delivered by the Lessee:

WITNESS

1. (G.L.F. ALFRED)
 PRINCIPAL
 KENDRIYA VIDYALAYA, ORD.FY. KATNI.

2. (S.K. TRIPATHI)
 PGT
 KENDRIYA VIDYALAYA,
 ORD. FY. KATNI