

NEW MEHRAULI ROAD  
NEW DELHI-110067.

F.9-22/74-KVS/L&amp;B/Wk-II

Dated: 5 JUL 1990

The Principal,  
All Kendriya Vidyalayas.Sub: Transfer of land and execution of lease deed in respect  
of KVs located in Defence Sector.

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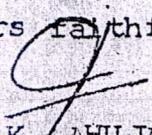
Army / Navy / Air Force

Sir,

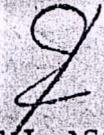
In continuation to this office letter of even number dated 9-10-85, I am to enclose herewith a copy of letter No.18/33/L/L&C/67/1384-B/D(GS-II) dated 31-8-89 received from Ministry of Defence, New Delhi for your information and necessary action. In view of above, a modified copy of draft lease deed for transfer of land in respect of KV's located in Defence Establishments is also enclosed for your information and guidance for those cases for which lease deed is yet to be executed.

The receipt of this letter may be acknowledged please.

Yours faithfully,

  
( K.K. AHUJA )  
TECHNICAL ASSTT. (WORKS)

Copy to:-

All Asstt. Commissioners, Kendriya Vidyalaya Sangathan, Regional  
Offices for information and necessary action.  
TECHNICAL ASSTT. (WORKS)

A G R E E M E N T

THIS INDENTURE made the \_\_\_\_\_ date of \_\_\_\_\_ 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,

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 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 trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Defence Estates Officer/ 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 therefor the yearly rent of Rupee One only/- (Rs-1/-) clear of all deduction on the \_\_\_\_\_ day of each year at 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 \_\_\_\_\_ next.

Contd...2/-

/For Defence Land/Std. Lease Deed/ (43)

- 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 hereink 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 hereinafter 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 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 term and conditions prescribed by the Defence Estates Officer.
  - (5) Within            calender months next after the date of these presents at their own cost to erect and finish fit for use on the premise hereby demised Central School Building, 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 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.

Contd...3/-

*(Standard Lease Deed/Defence Land)*

- (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 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 in the lessee's possession.
- (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 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 this 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 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 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 Defence 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 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.

Contd...5/-

*Standard Lease Deed (Defence Land)*

7

*[Handwritten scribbles and signatures on the left margin]*

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 the Lessee to resume possession of and determine tenancy of the lessee of the said land or any part thereof without making payment to the lessee of 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 so fixed by the Lessor shall be final and binding on the Lessee.

IV. PROVIDED ALSO that unbuilt portion of demised land will be made available on short notice to the local Defence 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 classroom, laboratories, hostels and like are not in use the same may be made available free of rent to the local Defence 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 therefor.

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

*[Standard Lease Deed (Defence Land)]*

Contd...6/-

: 6 :

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) Suvey 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.

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*(Standard Lease Deed / Defence Land)*

BSF, CAPF, CISF, ITBP,  
SSB, A.R.

KENDRIYA VIDYALAYA SANGATHAN

NEW MEHRAULI ROAD  
NEW DELHI-110067.

F.7-3/88-KVS (Land) Wk-II

Dated: 23/7/90

The Principal,  
All Kendriya Vidyalayas.

Sub: Transfer of land and execution of lease deed in respect  
of Kendriya Vidyalayas located in BSF Sector.

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Applicable to schools in  
para military sector.

Sir, / Madam,

I am to enclose herewith a copy of letter No.21/6/79-Edn/Adm V/BSF dated 26-10-89 received from the Directorate General Border Security Force, Block No. 10, Kendriya Karyalaya Parisar, Lodhi Road, New Delhi (Ministry of Home Affairs) along with a copy of approved standard lease deed for the information and necessary guidance please. Since this is an important policy directive about Vidyalayas located in BSF Sector, it may be kept for Vidyalaya record for further reference please.

The receipt of this letter may be acknowledged please.

Yours faithfully,

( K.K. AHUJA )

TECHNICAL ASSTT. (WORKS)

Encl: As above.

Copy to:-

1. All Asstt. Commissioners, Kendriya Vidyalaya Sangathan, Regional Offices for information and necessary action
2. The Jt. Asstt. Director (Edn.) Directorate General, BSF, Block No.10, Kendriya Karyalaya Parisar, Lodhi Road, New Delhi, with reference to his letter No.21/6/79-Edn/Adm V/BSF dated 26-10-89 and 22-2-90 for information and necessary action.

TECHNICAL ASSTT. (WORKS)

F.No.Pt 21/6/79-Edn/Adm-V/BSF  
Government Of India  
Ministry of Home Affairs  
Dte Gen Border Security Force  
(Adm Directorate)

Block No. 10  
Kendriya Karyalaya Parisar  
Lodhi Road, New Delhi - 3.

Dated 26 Oct., 1989.

To

The Dy. Commissioner (Finance),  
Kendriya Vidyalaya Sangathan  
New Mehrauli Road,  
New Delhi - 67.

Sub: EXECUTION OF LEASE DEED

Please refer to your letter No. F.7-3/88-KVS  
(Land) Wk-II dated 27-7-89 on the above subject.

2. The Ministry of Home Affairs have accorded their approval to the adoption of standard lease deed format in respect of CRPF Sector Kendriya Vidyalayas for transfer of land in respect of BSF Sector Kendriya Vidyalayas.
3. It is therefore requested that as proposed in your letter under reference the format may be circulated amongst all the BSF Sector Kendriya Vidyalayas and the Chairman of these schools for initiating action for transfer of land where the approval of MHA has been conveyed.

sd/-  
( H.K. PANDEY )  
Jt. Asstt. Director (Edn.)

(11)

सं० 21/6/79-विधा/प्रा-3/सोसुबल

भारत सरकार, गृह मंत्रालय

सीमा सुरक्षा बल महानिदेशालय

प्रा. निदेशालय

ब्लॉक-10, केन्द्रीय कार्यालय परिसर  
लौदी रोड, नई दिल्ली-3

दिनांक अगस्त 90

सेवा में,

सभी महानिरीक्षक सोसुबल  
निदेशक सोसुबल अकादमी, टेकनपुर  
सभी उप महानिरीक्षक सोसुबल  
कम्पाउण्ड, टी सी एण्ड एस  
सभी सोसुबल बटालियनों  
सभी एस टी सी सोसुबल  
तोपखाना/सी एस उब्ल्यू टी/सी एस एम टी/टी एस यू/  
सिगनल रेजीमेंट/सेनवोस्टो/एस टी एस

विषय :- सोसुबल परिसरों में केन्द्रीय विद्यालय खोलना - भूमि  
का हस्तांतरण

महोदय,

मुझे इस पत्र के परिशिष्ट के अनुसार केन्द्रीय विद्यालय संगठन को  
भूमि के हस्तांतरण के लिए सोसुबल पट्टा विलेख फार्म को प्रति भेजने का  
निवेदन किया गया है।

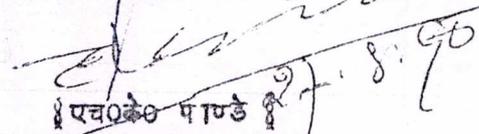
मुझे यह भी कहने का अनुरोध किया गया है कि केन्द्रीय विद्यालय  
संगठन को भूमि तथा पट्टा विलेख पंजीकरण कागजात ~~परिशिष्ट~~ हस्तांतरित  
करने के लिए निम्नलिखित कार्यवाही/निर्देशों का पालन किया जाए।

क केन्द्रीय विद्यालय संगठन को भूमि के हस्तांतरण संबंधी सभी  
नए मामलों के लिए स्थानीय केन्द्रीय विद्यालय संगठन  
प्राधिकारियों के साथ सलाह-मशविरा करके एक ब्योरा तैयार  
किया जाएगा और भूमि के क्षेत्रफल सहित संरचना/इमारत यदि  
कोई है, को एक छाके पर दिखाते हुए उसे आगे कार्यवाही  
के लिए तथा सरकार का अनुमोदन प्राप्त करने के लिए सोसुबल  
अभियंत्रिकी निदेशालय को भेजा जाएगा। ऐसे प्रस्तावों को  
एक प्रति उप निदेशक प्रा. बल मुख्यालय को भी भेजी जाएगी।

....२/-

12

- ख) सरकारी अनुमोदन मिलने के बाद इस संबंध में बल मुख्यालय द्वारा सूचित करने पर ही भूमि केन्द्रीय विद्यालय संगठन को हस्तांतरण की/सौंपी जाएगी ।
- ग) प्रिण्टयर महानिरीक्षक सोसुबल के निदेशों पर भूमि केन्द्रीय विद्यालय संगठन को पट्टे पर 99 वर्ष के लिए रु. 1/- प्रति वर्ष के मामूली भूमि किराए पर हस्तांतरित होगी । यह किराया केन्द्रीय विद्यालय संगठन प्राधिकारियों को देना होगा ।
- घ) संरचना और इमारत, यदि कोई है, भी बिना लागत के भूमि के साथ केन्द्रीय विद्यालय संगठन को हस्तांतरित की जाएगी जार्ति कि भूमि पर मौजूद संरचना/इमारत के हस्तांतरण से संबंधित अनुमोदन सरकार द्वारा पूर्व ही प्राप्त कर लिया गया है ।
- ङ) केन्द्रीय विद्यालय संगठन के प्राधिकारियों के साथ भूमि के क्षेत्रफल और संरचना/इमारत के ब्यारे के संबंध में पट्टा समझौता उन नियमों एवं शर्तों पर होगा जो बल मुख्यालय द्वारा किए प्रत्येक अनुमोदन में अनुबंधित है ।
- च) पट्टा समझौता पूरी तरह से स्वीकृति मानक पट्टा विलेख के प्रारूप के अनुसार होगा और इसमें कोई भी परिवर्तन नहीं किया जा सकेगा क्योंकि यह गृह मंत्रालय, विधि मंत्रालय और केन्द्रीय विद्यालय संगठन प्राधिकारियों द्वारा स्वीकृति प्राप्त होगा ।
- छ) पट्टा विलेख पर केन्द्रीय विद्यालय संगठन की ओर से केन्द्रीय विद्यालय संगठन के उपायुक्तों, प्रागु और सोसुबल की ओर से सोसुबल के संबंधित प्रिण्टयर महानिरीक्षक के हस्ताक्षर होंगे ।
- ज) केन्द्रीय विद्यालय संगठन को हस्तांतरित भूमि का इस्तेमाल केवल विद्यालय की इमारत/छाफ क्वार्टरों के निर्माण, खेल के मैदान और केन्द्रीय विद्यालय संगठन से संबंधित अन्य सुविधाओं के लिए हो सकेगा । निर्माण कार्यों के लिए पण्ड की व्यवस्था केन्द्रीय विद्यालय संगठन करेगा ।

  
एच०के० पाण्डे  
संयुक्त सहायक निदेशक शिक्षा

प्रतिलिपि :-

1. तकनीकी सहायक वर्क केन्द्रीय विद्यालय संगठन, न्यू महारौली रोड, नई दिल्ली- 110067 - उनके सं० एफ-7-3/88-केवीएस भूमि वर्क-2, तारीख 23.7.90 के संदर्भ में - 5 अतिरिक्त प्रतियाँ सहित ।
2. गृह मंत्रालय, एफ पी- 1 - सूचनाएं

No. 21/6/79-Edn/Adm V/BSF  
Government of India  
Ministry of Home Affairs  
Directorate General Border Security Force  
(Administration Dte)

Block No. 10  
Kendriya Karyalaya Parisar  
Lodhi Road,  
NEW DELHI - 110 003.  
Dated, the \_\_\_\_\_ Aug'90.

To

All IsG BSF  
Director BSF Academy Tekanpur  
All DisG BSF  
Comdt TC & S  
All BSF Bns  
All STCs BSF  
Arty/CSWT/CSMT/TSU/Sig Reg/CENWESTO/STS.

SUBJECT :- OPENING OF KENDRIYA VIDYALAYAS IN BSF  
CAMPUSES-TRANSFER OF LAND.

Sir,

I am desired to forward herewith a copy of BSF lease deed form for the demise of land to Kendriya Vidyalaya Sangathan as Appendix to this letter.

2. I am further desired to say that for all transfers of land to KVS and lease deed registration thereof, following procedure/instructions will be followed :-

- a) For all new cases of transfer of land to KVS a detailed case will be prepared in consultation with the local KVS authorities and sent to BSF Engg Directorate indicating area of land marked on a sketch showing structures/building thereupon, if any for processing and getting approval of Govt. A copy of such proposals may also be sent to MD (Adm) FHQrs, simultaneously.
- b) Transfer/handing over of land to KVS authorities will be done only after Govt approval is conveyed by FHQrs.
- c) On the directions of FTR Inspector General of BSF land will be transferred to KVS for a period of 99 yrs on lease on a nominal ground rent of Rs.1/-per annum to be paid by KVS authorities.
- d) Structures and buildings if any will also be transferred to KVS alongwith the land free of cost provided Govt approval had been obtained earlier for the transfer of such structure/building existing on the land.
- e) The lease agreement will be entered into with KVS authorities embodying terms and conditions about the area of land, details of structure/building, if any, as stipulated in each approval conveyed by FHQrs.
- f) The lease agreement will be entered into strictly as per the format of approved standard lease deed and no changes will be incorporated in the same as it has been approved by MHA, Ministry of Law and KVS authorities.

(18)

- g) The lease deed will be signed by Dy. Commissioner (Adm) of KVS on behalf of KVS and by the concerned JTR Inspector General of BSF on behalf of BSF.
- h) The land transferred to KVS will be utilised for the construction of school building, staff quarters, playgrounds and other allied facilities connected with KVS only. Funds for the construction works will be arranged and released by KVS.

  
( H.K. PANDEY ) 03.8.90  
JT. ASSTP. DIRECTOR (EDN)

Copy forwarded to :-

1. Technical Asstt (works) KVS, New Mehrauli Road, New Delhi-110 067 with reference to his No. F-7-3/88-KVS (Land) Wk-II dt 23.7.90, with 5 spare copies.
2. MHA FP-I for information.
3. Chief Engineer, Engg Dte FHQrs, for information.

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CR

(15)

(27)

17/3/2019  
B.S.F.

Standard Lease Deed for BSF & other Para Military Land

APPENDIX

BSF  
CRPF LEASE DEED FOR THE DEMISE OF LAND TO K.V.S.

This lease made this \_\_\_\_\_ day of \_\_\_\_\_ of the year one thousand nine hundred and \_\_\_\_\_ Between the President of India acting through IG BSF Sector \_\_\_\_\_ (hereinafter called the "Lessor which expression shall, unless the context requires another and different meaning, include his successor and assigns) of the one part and Kendriya Vidyalaya Sangathan society registered under the Societies Registration Act, 1960 and having its registered office at \_\_\_\_\_ (hereinafter called the "lessee" which expression shall, unless the context required another and different meaning, mean and include its successors, and permitted assigns) of the other part. WHEREAS the lessee is desirous to set up a Kendriya Vidyalaya at \_\_\_\_\_ and has approached the lessor to grant an piece and parcel of land situated at \_\_\_\_\_ (hereinafter referred on 'said land') of which lessor is owner to the lessee for the said purpose.

AND WHEREAS the lessor has agreed to demise unto the lessee the said land morefully described in the Schedule hereunder written for the purpose of 'Kendriya Vidyalaya' upon the terms and conditions hereinafter appearing and contained.

NOW, this indenture witnesseth that in consideration of the said agreement and nominal annual rent herein reserved and also of the covenants by the lessee hereinafter contained the lessor doth demise unto the lessee all that land containing by admeasurement \_\_\_\_\_ or whereabouts situated in plot No. \_\_\_\_\_ in \_\_\_\_\_ which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all structures standing thereon as described on detail in Schedule II hereunder for the purpose of Kendriya Vidyalaya, together with all rights, easements and appurtenances to the same belonging save and except all mines, and mineral products, buried treasure, coal, petroleum, oil and quarries what so ever in/under or within the said land with liberty for the lessor and his lessees, licencees, agents and workman and all other persons acting on behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage

(16)

....2/-

that may be caused thereby to the surface of the said land or any building standing, thereon and that such compensation shall in case of dispute be determined by an officer appointed by the lessor for this purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

To hold the said land unto the lessee for the term of 99 (Ninety nine) years commencing from \_\_\_\_\_ yielding and paying therefor the nominal yearly ground rent of Rs.1/- at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date purchase of the grant of a lease of the site to the 15th January or 15th July next following as the case may be and shall be paid by the Lessee at once at the time of execution.

I. The lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the lessor as follows:-

(i) To pay the rent on the days and in manner hereinbefore appointed for payment thereof;

(ii) 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 from time to time;

(iii) 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 charged or assessed upon the premises hereby demised or the buildings to be erected thereupon;

(iv) to maintain the premises and all buildings thereon in sanitary conditions according to the directions of the officer appointed by the lessor;

(v) Not, without the prior written consent of the lessor, to use the same or permit the same to be used for any purpose other than of Kendriya Vidyalaya Samiti, Sangli.

- 3 -

(vi) not to sub-divide the said land or building erected thereon or any part thereof which may be or become a nuisance, annoy or cause damage to occupiers of other property in the neighbourhood;

(vii) Not to transfer by sale, mortgage, gift or authorise the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of in 'lessor' or such officer or body as the lessor may authorise on his behalf. Any violation of this provision shall render such transfer void and not binding on the lessor;

(viii) that all persons acting under the orders of the lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(ix) the lessee and his successors and permitted assignees shall on determination of the lease on the expiry of the period of 99 years yield up the premises with all buildings erected thereon and landlord's fixtures thereto;

(x) if during the period of the lease the premises are required for public purpose or for any administrative purpose by the lessor the lessor shall at the expiry of the notice of sixty days to effect that the said premises are required for such purpose to be served upon the lessee by an officer appointed by the lessor in this behalf, be at liberty to take possession of the land together with all building structures and appurtenances. The lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall, in case of dispute, be determined by the lessor or by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Act or Regulation for the time being in force relating to the same and decision of the lessor or such officer shall be final and conclusive;

(xi) any sum of money due to or claimable by the lessor in respect of the land hereby demised shall be recoverable by the lessor as an arrear of land revenue under the provisions of the concerned Land Revenue Act, and any amending Act for the time being in force.

(Standard Lease Deed for B.S.F. & Other Para Military) .....4/-

II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have in the opinion of the lessor or IG BSF whose decision shall be final, any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed or performed then and if any such case shall be lawful for the lessor or any person or person duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and every thing herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.

III. No forfeiture or re-entry shall be effected except as herein provided, without the permission of the lessor and the lessor shall not permit such forfeiture or re-entry until the lessor has served on the lessee a notice in writing:-

- (a) Specifying the particular breach complained of;
- (b) If the breach is capable of remedy, requiring the lessee to remedy the breach, and the lessee fails within a reasonable time the date of service of the notice to remedy the breach, if it is capable of remedy;

IV. In the event of any dispute or difference (same for what provisions have already made) arising out of or in any way relating to or concern this present or the construction or effect of this present, the same shall be referred to the Sole arbitration of a person to be appointed by the Secretary, Ministry of Law (Department of Legal Affairs). In the event of such Arbitrator being transferred or vacating his office or refusing or being unable to act for any reason whatsoever, it will be open to the Secretary, Ministry of Law (Department of Legal Affairs) to appoint another person in his place. The Arbitrator so appointed will be entitled to proceed with the reference from the stage at which it was pending. From time to time. Arbitrator may, with the consent of both the parties to this present, extend the time for making the award. The award of the Arbitrator shall be final and binding on the parties to this present. Subject as aforesaid the Arbitration Act, 1940 and the rules made there under, amended from time to time, shall apply to the Arbitration Proceedings under this Clause.

Standard Lease Deed for B.S.F. & Other Para Military Land

- 5 -

Nothing in this clause shall apply to entry for breach of covenant against un-authorized transfer or sub-division.

In witness whereof the President of India has caused \_\_\_\_\_ on his behalf to set his hand hereunto and the lessee has hereunto set his hand the day and the year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that piece of land measuring \_\_\_\_\_ and parcel of land situated at BSF \_\_\_\_\_ as (part of) survey number and bounded.

SCHEDULE - I

- On the North by \_\_\_\_\_
- On the South by \_\_\_\_\_
- On the East by \_\_\_\_\_
- On the West by \_\_\_\_\_

SCHEDULE - II

<u>S.No.</u>	<u>Description of building</u>	<u>Plinth area</u>	<u>Book value</u>	<u>Remarks</u>
--------------	--------------------------------	--------------------	-------------------	----------------

Signed \_\_\_\_\_

For and on behalf of the President Of India in the presence of :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Signed by \_\_\_\_\_

(Signature)

The lessee in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

KENDRIYA VIDYALAYA SANGATHAN  
(WORKS-II SECTION)

NEW MEHRAULI ROAD,  
NEW DELHI-110067.  
DATED:-

No. F.7-1/86-KVS (Land) Gen-WK-II

6 JUN 1988

The Principal,  
All Kendriya Vidyalays,

Subject:- Transfer of land and execution of lease deed in respect  
of Kendriya Vidyalayas, located in CRPF Sector,  
\*\*\*\*\*

Sir/Madam,

I am to enclose herewith a copy of letter No. F.B.V-7  
(I)/77-Bldg. dated 24.3.88 received from the Directorate General,  
CRPF CGO Complex, Lodhi Road, New Delhi (Ministry of Home Affairs/  
Grih Mantralaya) along with a copy of approved standard lease deed  
for the information and necessary guidance please. Since this  
is an important policy directive about Vidyalayas located in CRPF  
Sector, it may be kept for Vidyalaya record for further reference  
please.

The receipt of this letter may be acknowledged please.

Yours faithfully,



( K.K. AHUJA )  
TECHNICAL ASSTT. (WORKS-II)

Copy to:-

1. All the Assistant Commissioner, Kendriya Vidyalaya Sangathan  
Regional Offices for information and necessary action.



TECHNICAL ASSTT. (WORKS-II)

\* RK \*

(21)

केन्द्रीय विद्यालय संगठन

कार्य-2 अनुभाग

नया महरौली मार्ग,  
नई दिल्ली-110067

सं0एफ. 7-1/86-केविमेंभूमि/जनरल-कार्य-2

दिनांक :

सेवा में,

प्राचार्य,  
सभी केन्द्रीय विद्यालय ।

विषय:- केन्द्रीय सुरक्षा पुलिस बल के क्षेत्रों में स्थित केन्द्रीय विद्यालयों को भूमि स्थानान्तरण तथा भूमि पट्टे के निष्पादन के संबंध में

-----

महोदय/महोदया,

में इसके साथ महानिदेशक, केन्द्रीय सुरक्षा पुलिस बल, सी. जी. ओ. काम्पलेक्स, लोदी रोड, नई दिल्ली गृह मंत्रालय से प्राप्त उनके दिनांक 24.3.1988 के पत्र संख्या बी. वी. 7/77-भवन के पत्र की प्रतिलिपि के साथ भूमि-पट्टे के कागजातों की अनुमोदित प्रति आपको सूचनार्थ एवं मार्गदर्शनार्थ भेज रहा हूँ । यह दस्तावेज केन्द्रीय सुरक्षा पुलिस बल के क्षेत्रों में स्थित केन्द्रीय विद्यालयों के संबंध में एक महत्वपूर्ण निर्देशक नीति है । कृपया इसे भविष्य के संदर्भ के लिए अपने रिकार्ड में भलीभांति रखें ।

इस पत्र की पावती भेजने का कष्ट करें ।

भवदीय



के. के. आहूजा  
तकनीकी सहायक कार्य

प्रतिलिपि :-

सभी सहायक आयुक्त, केन्द्रीय विद्यालय संगठन,  
क्षेत्रीय कार्यालय को सूचनार्थ एवं आवश्यक कार्यवाही हेतु ।



तकनीकी सहायक कार्य

-COPY-

DIRECTORATE GENERAL CRPF CGO COMPLEX LODI ROAD N.DELHI-110005  
(MINISTRY OF HOME AFFAIRS/GRIH MANTRALAYA)

No. B.V-7(1)/77-Bldg.

Dated, the 24 March, 1983

To

The Inspectors General of Police,  
Central Reserve Police Force, SS/SS/NS/NBS & NWS,  
HYD/CAL/N.DLI/SHILLONG & CHG.  
The Director, ISA CRPF Mount Abu.

Subject: ALLOTMENT OF LAND FOR SETTING UP KENDRIYA VIDYALAYA  
SCHOOLS IN CRPF GROUP CENTRES/TRAINING INSTITUTIONS

For all transfer of land to KVS and lease deed registration thereof, following procedures/instructions will be followed:-

- (a) For all new cases of transfer of land to KVS a detailed case will be prepared in consultation with local KVS authorities, and sent to CRPF Works, Directorate indicating area of land marked on a sketch showing structures/buildings thereupon if any for processing and getting approval of Govt.
- (b) Transfer/handing over of land to KVS authorities in the Group Centres will be done only after Govt. approval is conveyed by this H'rs.
- (c) On the directions of Sector Inspectors General of Police (CRPF), land will be transferred to KVS for a period of 99 years on lease on a nominal ground rent of Rs.1/- per annum to be paid by KVS authorities.
- (d) Structures and buildings if any will also be transferred to KVS alongwith the land free of cost, provided Govt. approval had been obtained earlier for the transfer of such structures/building existing on the land.
- (e) The lease agreement will be entered to which KVS authorities embodying terms and conditions about the area of land, details of structure/buildings, if any, as stipulated in each approval conveyed by this HQ.
- (f) The lease agreement will be entered to strictly as per the format of approved standard lease deed, and no changes will be incorporated in the same as it has been approved jointly by CRPF/MHA/Min.of Law/KVS authorities.
- (g) The lease deed will be signed by Dy.Commissioner(Adm.) of KVS on behalf of KVS and by the concerned Sector Inspectors General of Police of CRPF on behalf of CRPF.

....2/-

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- (h) The land transferred to KVS will be utilised for the construction of school buildings, staff quarters, play grounds and other allied facilities connected with KVS only. Funds for the construction of buildings will be arranged and released by KVS SANGATHAN.
- (i) In the Group Centres where land is held by CRPF on lease basis, land cannot be further transferred to KVS on lease. Modalities/arrangements for transferring of such land to KVS is being looked into separately.
2. These instructions should be brought to the notice of Dy. Inspectors General and Additional Deputy Inspectors General of various Group Centres and Training Institutions of CRPF.
3. These instructions based on standard lease deed are being issued in consultation with the Ministry of Home Affairs, Ministry of Law and KVS SANGATHAN.
4. Copy of Standard Lease Deed is enclosed as Appendix 'A' to this letter.
5. Please acknowledge.

Sd/-  
Dy. Director (Works)  
CRPF

Encl: 5 leaves

No. B.V-7(1)/77-Bldg.

Dated, the 24 March '88.

Copy forwarded for information to:-

1. The Commissioner, KVS (with 5 spare copies) New Mehrauli Road, New Delhi-110067.
2. MHA FP.I & FP.IV for information.
3. Ministry of Law (Advice 'A' Section)
4. DD(ADM) CRPF HQ New Delhi.
5. DD(T) CRPF HQ, New Delhi.
6. DD(C) CRPF HQ New Delhi.

A Copy of Appendix 'A' is also enclosed.

Encl: 5 leaves.

Sd/-  
Dy. Director (Works)  
CRPF

FORM 1

CRPF LEASE DEED FOR THE DEMISE OF LAND TO K.V.S.

This lease made this \_\_\_\_\_ day of \_\_\_\_\_ of the year one thousand nine hundred and \_\_\_\_\_ between the President of India acting through IGP CRPF Sector \_\_\_\_\_ (hereinafter called the "Lessor" which expression shall, unless the context requires another and different meaning, include his successor and assigns) of the one part and Kendriya Vidyalaya Sangathan society registered under the Societies Registration Act, 1860 and having its registered office at \_\_\_\_\_ (hereinafter called the "lessee" which expression shall, unless the context required another and different meaning, mean and include its successors, and permitted assigns) of the other part. WHEREAS the lessee is desirous to set up a Kendriya Vidyalaya at \_\_\_\_\_ and has approached the lessor to grant an piece and parcel of land situated at \_\_\_\_\_ (hereinafter referred on 'said land') of which lessor is owner to the lessee for the said purpose.

AND WHEREAS the lessor has agreed to demise unto the lessee the said land morefully described in the Schedule hereunder written for the purpose of 'Kendriya Vidyalaya' upon the terms and conditions hereinafter appearing and contained.

NOW, this Indenture witnesseth that in consideration of the said agreement and nominal annual rent <sup>(Re. 1/- P.A.)</sup> hereina reserved and also of the covenants by the lessee hereinafter contained the lessor doth demise unto the lessee all that land containing by admeasurement \_\_\_\_\_ or whereabouts situated in plot No. \_\_\_\_\_ in \_\_\_\_\_ which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all structures standing thereon as described in detail in Schedule II hereunder for the purpose of Kendriya Vidyalaya, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries what so ever in/under or within the said land with liberty for the lessor and his lessees, licencees, agents and workman and all other persons acting on behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing, thereon and that such compensation shall in

- 2 -

case of dispute be determined by an officer appointed by the lessor for this purpose, as nearly as may be in accordance with the provisions of the land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final

To hold the said land upto the lessee for the term of 99 (Ninety nine) years commencing from \_\_\_\_\_ yielding and paying therefor the nominal yearly ground rent of Rs. 1/- at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date purchase of the grant of a lease of the site to the 15th January or 15th July next following as the case may be and shall be paid by the Lessee at once at the time of execution.

I. The lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the lessor as follows:-

(i) To pay the rent on the days and in the manner hereinbefore appointed for payment thereof;

(ii) 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 from time to time;

(iii) 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 charged or assessed upon the premises hereby demised or the buildings to be erected thereupon;

(iv) to maintain the premises and all buildings thereon in sanitary conditions according to the directions of the officer appointed by the lessor;

(v) Not, without the prior written consent of the lessor, to use the same or permit the same to be used for any purpose other than of Kendriya Vidyalaya Samiti: *Sangathan*

(26)

....3/-

(vi) not to sub-divide the said land or building erected thereon or any part thereof which may be or become a nuisance, annoy or cause damage to occupiers of other property in the neighbourhood;

(vii) not to transfer by sale, mortgage, gift or authorise the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of in 'lessor' or such officer or body as the lessor may authorise on his behalf. Any violation of this provision shall render such transfer void and not binding on the lessor;

(viii) that all persons acting under the orders of the lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(ix) the lessee and his successors and permitted assignees shall on determination of the lease on the expiry of the period of 99 years yield up the premises with all buildings erected thereon and landlord's fixtures thereto;

(x) if during the period of the lease the premises are required for public purpose or for any administrative purpose by the lessor the lessor shall at the expiry of the notice of sixty days to effect that the said premises are required for such purpose to be served upon the lessee by an officer appointed by the lessor in this behalf, be at liberty to take possession of the land together with all building structures and appurtenances. The lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall, in case of dispute, be determined by the lessor or by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of the land Acquisition Act or Regulation for the time being in force relating to the same and decision of the lessor or such officer shall be final and conclusive;

(xi) any sum of money due to or claimable by the lessor in respect of the land hereby demised shall be recoverable by the lessor as an arrear of land revenue under the provisions of the concerned Land Revenue Act, and ~~any~~ amending Act for the time being in force.

II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said 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 lessor or IGP CRPF whose decision shall be final, any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed or performed then and if any such case shall be lawful for the lessor or any person or person duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and every thing herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.

III. No forfeiture or re-entry shall be effected except as herein provided, without the permission of the lessor and the lessor shall not permit such forfeiture or re-entry until the lessor has served on the lessee a notice in writing:-

- (a) specifying the particular breach complained of;
- (b) if the breach is capable of remedy, requiring the lessee to remedy the breach, and the lessee fails within a reasonable time the date of service of the notice to remedy the breach, if it is capable of remedy;

IV. In the event of any dispute or difference (same for what provisions have already made) arising out of or in any way relating to or concern this present or the construction or effect of this present, the same shall be referred to the Sole arbitration of a person to be appointed by the Secretary, Ministry of Law (Department of Legal Affairs). In the event of such Arbitrator being transferred or vacating his office or refusing or being unable to act for any reason whatsoever, it will be open to the Secretary, Ministry of Law (Department of Legal Affairs) to appoint another person in his place. The Arbitrator so appointed will be entitled to proceed with the reference from the stage at which it was pending. From time to time. Arbitrator may, with the consent of both the parties to this present, extend the time for making the award. The award of the Arbitrator shall be final and binding on the parties to this present. Subject as amended from time to time, shall apply to the Arbitration Proceedings under this Clause.

✓ aforesaid the Arbitration Act, 1940 and the rules made there under, ...5/-

Nothing in this clause shall apply to entry for breach of covenant against un-authorized transfer or sub-division.

In witness whereof the President of India has caused \_\_\_\_\_ on his behalf to set his hand hereunto and the lessee has hereunto set his hand the day and the year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that piece of land measuring \_\_\_\_\_ and parcel of land situated at GC CRPF \_\_\_\_\_ as (part of) survey number and bounded.

SCHEDULE - I

- On the North by
- On the South by
- On the East by
- On the West by

SCHEDULE - II

<u>S.No.</u>	<u>Description of building</u>	<u>Plinth area</u>	<u>Book Value</u>	<u>Remarks</u>
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Signed \_\_\_\_\_

For and on behalf of the President of India in the presence of :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
( Signature )

Signed by \_\_\_\_\_

The lessee in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

No. 79/W2/18/97.

New Delhi, dated 7.12.1984.

The General Manager,  
Diesel Locomotive Works,  
Varanasi.

Sub: Licensing of railway land for setting up of Kendriya Vidyalaya at D.L.W./Varanasi.

Ref: Dy. C.E., D.L.Ws D.O. No. DLW/102W/232 dated 22.2.1984 addressed to Commissioner, KVS and copy enclosed to Railway Board.

The question regarding leasing of railway land of Kendriya Vidyalaya Sangathan, New Delhi for opening a Kendriya Vidyalaya at DLW/Varanasi for a period of 99 years has been considered by the Ministry of Railways and it has been decided that the land may be leased for a period of 99 years on a nominal licence fee of ~~Rs. 1000/-~~ \* per annum in terms of Board's letter No. 79/W2/18/130/O dt. 9/12/8/1980.

Re Varanasi

A suitable lease agreement may be entered in to with Kendriya Vidyalaya Sangathan, New Delhi, embodying other terms and conditions as already agreed to with the Kendriya Vidyalaya Sangathan.

This issues with the concurrence of the Finance Director of the Ministry of Railways.

Four copies of the lease agreement entered with Kendriya Vidyalaya Sangathan may please be endorsed to Board for their information.

\* ~~Rs. 1000/- per acre~~  
~~subject to minimum Rs. 5000/-~~  
~~per Railway Board~~  
~~dated dt. 10.4.2003.~~

Sd/- Illegible  
(M. P. BUDHIRAJA)  
DIRECTOR, LAND MANAGEMENT  
RAILWAY BOARD.

No. 79/W2/18/97.

New Delhi, dated: 7.12.1984.

Copy for information to :-

1. F.A.&C.A.O., Diesel Locomotive Works, Varanasi.
2. Director of Audit, Diesel Locomotive Works, Varanasi.

Sd/- Illegible.  
(M. P. BUDHIRAJA)  
DIRECTOR, LAND MANAGEMENT  
RAILWAY BOARD.

No. 79/W2/18/97.

New Delhi, dated: 7.12.1984

Copy to:-

1. Shri K. Sukumaran, Dy. Commissioner, Kendriya Vidyalaya Sangathan, J.N.U. Campus, New Mehrauli Road, New Delhi.
2. The General Managers, All Indian Railways, including C.L.W., D.L.W., I.C.F., W & A.P. & Director General, R.D.S.O. Lucknow.

Sd/- Illegible  
(M. P. BUDHIRAJA)  
DIRECTOR, LAND MANAGEMENT  
RAILWAY BOARD.

Copy to: F(X)II, E(W) with 10 spare copies.

30

40

D-1

भारत सरकार  
रेल मंत्रालय {रेल्वे बोर्ड}

सं० 79/डब्ल्यू 2/18/97

नयी दिल्ली, दिनांक 7-12-1984

महा प्रबन्धक,  
डी.रे.का.,  
वाराणसी ।

विषय:- डी रे का/वाराणसी में केन्द्रीय विद्यालय स्थापित करने  
के लिए रेल्वे भूमि लाइसेंस पर देना ।

संदर्भ :- उप मुख्य इंजी. डी.रे.का. का आयुक्त, केन्द्रीय विद्यालय  
संगठन को सम्बोधित और रेल्वे बोर्ड को पृष्ठांकित 22.2.84  
का अ.स.पत्र सं० डी.एल.डब्ल्यू/102-डब्ल्यू/232.

डी रे का वाराणसी में केन्द्रीय विद्यालय खोलने के लिए केन्द्रीय विद्यालय संगठन  
नयी दिल्ली को 99 वर्ष की अवधि के लिए रेल्वे भूमि पट्टे पर देने के प्रश्न पर रेल  
मंत्रालय द्वारा विचार किया गया है और यह विनिश्चय किया गया है कि भूमि को  
बोर्ड के दिनांक 9/12.8.80 के पत्र सं० 79/डब्ल्यू 2/18/130 ओ के अनुसार 100/-रुपये  
प्रतिवर्ष नाम मात्र लाइसेंस फीस पर 99 वर्षों के लिए पट्टे पर दे दिया जाये ।

केन्द्रीय विद्यालय संगठन नयी दिल्ली के साथ समुचित पट्टा करार किया जाये  
जिसमें केन्द्रीय विद्यालय संगठन के साथ पहले से सहमत अन्य शर्तों को भी सम्मिलित  
किया जाये ।

इसे रेल मंत्रालय के वित्त निदेशालय की सहमति से जारी किया जा रहा है ।

केन्द्रीय विद्यालय संगठन के साथ हुए पट्टा करार की चार प्रतिभात बोर्ड को उनकी  
सूचनायें भेजी जाये ।

ह०/-

{ एम पी बुद्धिराज }  
निदेशक, भूमि प्रबन्ध, रेल्वे बोर्ड

नयी दिल्ली, दिनांक 7.12.1984.

सं० 79/डब्ल्यू 2/18/97.

प्रतिलिपि निम्नलिखित को सूचनायें प्रेषित :-

1. वि.सं. एवं मुख्य लेखा अधिकारी, डीजल रेल इंजन कारखाना, वाराणसी ।
2. निदेशक, लेखा परीक्षा, डीजल रेल इंजन कारखाना, वाराणसी

ह०/-

{ एम पी बुद्धिराज }  
निदेशक, भूमि प्रबन्ध, रेल्वे बोर्ड

नयी दिल्ली 7.12.1984.

सं० 79/डब्ल्यू 2/18/97.

प्रतिलिपि श्री के सुकुमारन, उपायुक्त, केन्द्रीय विद्यालय संगठन, जे.एन.यू. कैम्पस,  
न्यू महारौली रोड, नयी दिल्ली को प्रेषित ।

महा प्रबन्धक, सभी भारतीय रेलें, चि.रोका., डी.रे.का., स.डि.का.,  
पटिया एवं धुरा संघ, महा निदेशक, अ.अ.मा.संगठन, लखनऊ को ।

AGREEMENT

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 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 co venant on the part of the lessee hereinafter contained the Lessor doth hereby demise unto the lessee ALL THAT plot of land containing by admeasurement \_\_\_\_\_ situated at \_\_\_\_\_ in the \_\_\_\_\_ 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 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 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ paying therefor the yearly rent of Rupees ~~one hundred~~ only (Rs. 100/-) clear of all deduction on the \_\_\_\_\_ day of \_\_\_\_\_ each year at the \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ next.

I AND THE LESSEE DOTH HEREBY co venant 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 charge 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 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 General Manager.
- (5) Within \_\_\_\_\_ calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premise 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 \_\_\_\_\_ 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, 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 General Manager of the \_\_\_\_\_ Railway 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) At all times to keep the said premises in good and substantial repair to the satisfaction of the General Manager of the \_\_\_\_\_ 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 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.

LEASE DEED - INDIAN RAILWAYS

- (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 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 wilful act or default of the Lessee 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 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 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 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 term on giving thirty days notice in writing to resume possession of and determine tenancy of the lessees of the said land or 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 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 of the \_\_\_\_\_ 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.

LEASE DEED (INDIAN RAILWAYS)

....4/-

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- (V) In the event of dissolution of the lease the said land and the buildings standing thereon shall vest on the 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 assigns 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 Railways.

and bounded.

On the North by:

On the South by:

On the East by:

On the West by:

IN WITNESS whereof the parties have <sup>to</sup> 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.

(LEASE DEED - INDIAN RAILWAYS)

(35)

(110)

(110)