

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

THIS lease made this 27th day of JAN of the year One thousand nine hundred and SEVENTY SEVEN between the President of India acting through Principal Commr C.I.S.F. Barwaha (hereinafter called the "Lessor" which expression shall, unless the context requires another and different meaning, include his successors and assigns) of the one part and Kendriya Vidyalaya Sangathan Society registered under the Societies Registration Act, 1860 and having its registered office at K.V.S. New Delhi (hereinafter called the "Lessee" which expression shall, unless the context required another and different meaning, include its successors, and permitted assigns) of the other part. WHEREAS the lessee is desirous to set up a Kendriya Vidyalaya at Barwaha and has approached the lessor to grant a piece and parcel of land situated at Barwaha (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

L demise

NOW, this indenture witnesseth that in consideration of the said agreement and nominal rent herein reserved and also of the covenants by the lessee hereinafter contained the lessor doth/unto the lessee all that land containing by admeasurement 15 Acre or thereabouts situated in plot No. Survey No. 217 Area 22.20 Acre in Barwaha which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof 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

[Signature]
Joint Commissioner (Admn.)
Kendriya Vidyalaya Sangathan

[Signature]
Principal C.I.S.F. (Barwaha)
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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 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 th said land upto the lessee for the term of 99(Ninety Nine) years commencing from yielding and paying therefor nominal yearly ground rent of Rs.1/- at the Reserve Bank of India, New Delhi or at such 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 through out the term hereby created doth hereby covenant with the lesser as follows:-

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

(ii) to pay all charged 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 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 new or may at any time, hereafter 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 lesser.

(v) No 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, Sangath.

(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 such transfer void and not binding

[Signature]
Principal I.S.P.
R.T.C. ...

(viii) that all persons acting under the orders of the lessor shall be at liberty at all reasonable times 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 thereon;

(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.

Principal C.I.S.F.
R.T.C. BARWAHA (M.P.)

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 _____ 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 persons duly authorized 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:-

Kendriya Anusandhan Mandal
Kendriya Anusandhan Mandal
Kendriya Anusandhan Mandal

contd...p/4
Principal C.I.S.F.,
R.T.C. BARWAHA (M.P.)

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 (some 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 ~~present~~ 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 thereunder, as amended from time to time, shall apply to the Arbitration proceedings under this clause.

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 Principal/Comdt. C.I.S.F. Barwaha 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 15 Acre and parcel of land situated at Barwaha as (part of) survey number and bounded. Survey No. 217 Area 15 Acre out of 22.20 A

SCHEDULE - I

- On the North by Open land C.I.S.F.
- On the South by Open land C.I.S.F.
- On the East by Road P.W.D.
- On the West by Open land C.I.S.F.

SCHEDULE - II

| S.No. | Description of building | Plinth area | Book value | Rem |
|-------|-------------------------|-------------|------------|-----|
|-------|-------------------------|-------------|------------|-----|

[Signature]
 Joint Commissioner
 Barwaha

[Signature]
 Principal C.I.S.F.
 Barwaha

L person

Principal C.I.S.F.
 Barwaha

Physical Survey Department

Signed: [Signature]
(D.S. BARDWAL)

for and on behalf of the President
of India in the presence of
B.T.C; BARWAHA (M.P.)

1. [Signature]
K. J. RAJESH. Asst: COMMANDANT.

2. [Signature]
(M.L. THAKUR (Asst: Comdant))

(Signature)

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

1. _____

2. _____

Signed by: _____
the lessee in the presence of

1. _____

2. _____

[Signature]

(Signature)

For and on behalf of the President of
Vidyalyaya Sangathan of India in the presence of
संयुक्त आयुक्त (प्र०)
Joint Commissioner (Admn.)

1. [Signature]
Joint Commissioner (Admn.)

2. [Signature]
D.K. VERMA
Joint Commissioner (Admn.)
CPWD Bar
S/o Bihari Lal

Physical stock verification.

317
8-8-96

भीज डीस

केन्द्रीय विद्यालय, बड़वाह

केन्द्रीय औद्योगिक अनुसंधान संस्थान, बड़वाह

इसके द्वारा केशव चरण शर्मा

(K. Parashar)

Shankar

शांतिकुमार शुक्ला

स्टाम्प लहेडर

बड़वाह (म.प्र.)

श्री दीवान सिंह जी बड़वाह

Principal C.I.S.F.

H.T.C. BARDWAHA (M.P.)

के द्वारा यह निवेदन बड़वाह

जिला बड़वाह के उप-पंजीयक बड़वाह

के कार्यालय में दिनांक 5.2.97

को स.प.न.प. 4/1/97 को प्रस्तुत

किया गया।

Shankar
उप-पंजीयक

Principal C.I.S.F.
H.T.C. BARDWAHA (M.P.)

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 SUB
 968 35
 41

दस्तावेज नंबर है
 मकाम

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|---------|--|--|--|
| सं इ | दस्तावेज की सफटीलकारी व कोगल या दस्तखत की शारीर ना खिस्व जो मुहरबन्द लिफाफा लिया गया हो जिसके बाबब भीस दाखिल हुई हो उसके ऊपर लिखी हुई इयास्त | दाखल फीरा (अगर हो तो) दाखल मुदा | रजिस्टर के श्रीहदेव के छा दस्तखत |
| | 2 | 3 | 4 |
| | श्री जी एल एल Principals | मुक्त | B |

तारीख 21/1/1979

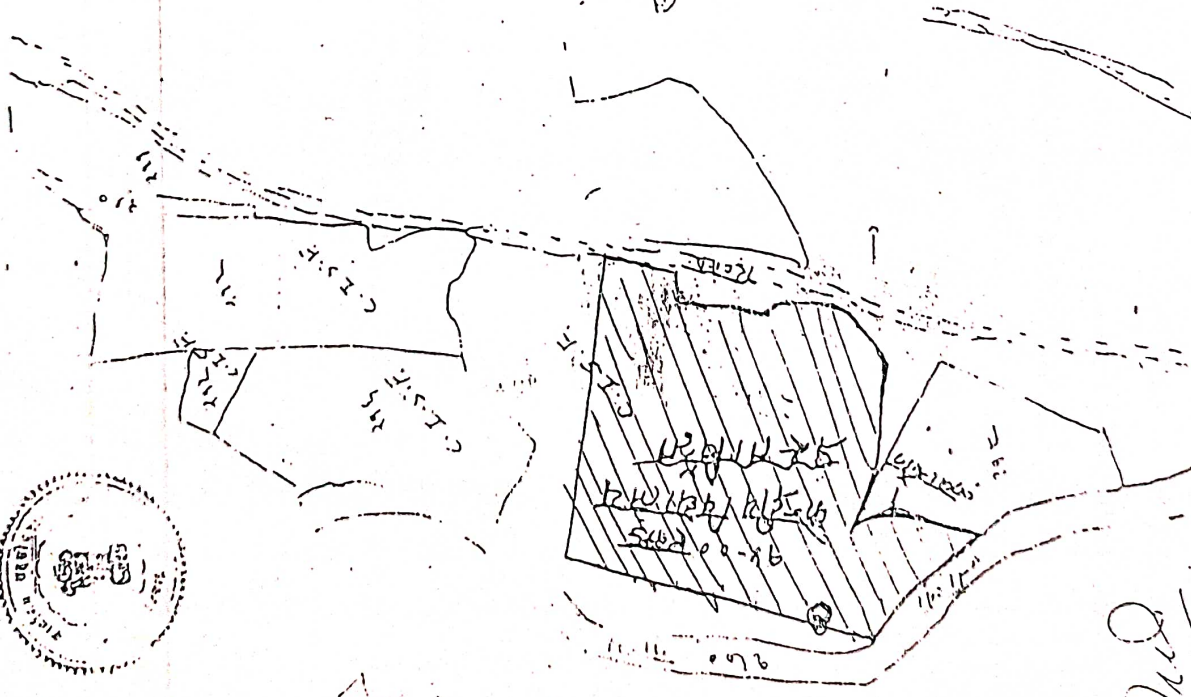
उप पंजीयक
 बुडयाह (म.प्र.)

ਸਮਾਂ: ਕਰ ੦੮:੩੦
ਪ. ਏ. ਨੰ: ੧੯
ਨਦਕਾਂਗੜ ਕੋਲ
ਜਿਲ੍ਹਾ: ਗੁਰਮੁਖੀ
ਬੰਦੀ ੧੯੯੪ ਈ.

ਬਲਕ ਪ੍ਰਤਿਰਿਖਿਤ

Principal / S.F.
P.T.C. SARVAHA (M.P.)

ਸਿ. ਸਿ.
੧੯/੦੯/੧੯੯੪
ਬੰਦੀ ੧੯੯੪ (੧. ਮਿ.)



ਕੋਲ ਕੋਲ (Admin)
Kendriya Vidyalaya Sangathan