

3757

3/10/72 20Rs.



Handwritten notes and signatures:
 11/9
 16995
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DEED OF LEASE

THIS INDENTURE made on this 15th day of 'September' One Thousand Nine Hundred Ninety Eight in BETWEEN THE PRESIDENT OF INDIA represented by Senior Divisional Personnel Officer, Howrah, Eastern Railway having its Office at Divisional Railway Manager's Office Howrah Eastern Railway who is hereinafter called the LESSOR AND THE KENDRIYA VIDYALAYA SANGATHAN represented by Joint Commissioner (Adm) of Ministry of Human Resource & Development having its Office at 18, Institutional Area Shahid Jeet Singh Marg, New Delhi - 110016 who is hereinafter called the LESSEE on the Other part;

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Signatures and stamps:
 [Signature]
 Joint Commissioner (Adm)
 Ministry of Human Resource & Development
 18, Institutional Area
 Shahid Jeet Singh Marg
 New Delhi - 110016

Signatures and stamps:
 [Signature]
 Senior Divisional Personnel Officer
 Eastern Railway
 Howrah

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 5.00 acres of land situated at Mouza Bamangachi, ^{P.S. L'Luah} in the district of Howrah 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 building 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 appertaining 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

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[Signature]
Kendriya Vidyalaya
नई दिल्ली/New Delhi

C.T.C
Attest
केन्द्रीय
Kendriya Vidyalaya
P.O. Sakhar-Pier-Howrah-711106

[Signature]

वर माण्डल कार्यालय अधिकारी
श्री रोडे, एचए
Sr. Divisional Personnel Officer,
Eastern Railway, Howrah

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 Eastern 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 fore a period of 99 years from the 16/9/1999 day of paying therefor the yearly rent of Rupees three hundred only (Rs.300/-) clear of all deductions on the day of _____ each year at the Chief Cashier/Cal. 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 DOITH HEREBY Covenant with the Lessor
- (1) To pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
- (2) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at ~~any~~ any

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[Signature]
 संपुल जायल (No.)/Commissioner (Admin.)
 केंद्रिका विद्यालय क्षेत्र
 Kendriya Vidyalaya Shikshan
 नई दिल्ली/New Delhi

[Signature]
 सय कर्मचारी कर्मिका अधिका
 १६/०९/१९९९
 Sr. Divisional Personnel Officer,
 Eastern Railway, Howrah.

C.T. C
 Attested
[Signature]
 16/9/1999

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 Building it becomes necessary to cut down a tree, it may be done by the General Manager who will dispose of the same and credit the sale proceeds to the Government.

(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 terms 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 premises hereby demised Kendriya Vidyalaya Building, hostel, teacher accommodation, play grounds in accordance with a plan or plans to be approved in writing by the General Manager

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[Signature]
संयुक्त आयुक्त (प्र.)/डी. कमिश्नर (अ.प्र.)
केन्द्रीय विद्यालय संयुक्त
Kendriya Vidyalaya
नई दिल्ली/New Delhi

[Signature]
Sr. Director Personnel Office,
Eastern Railway, Howrah

C.T.C.
Attested
[Signature]
[Signature]

of the Eastern Railway and not to erect or suffer to be erected on any part of the premises hereby demised any building without the previous consent in writing of the General Manager.

- (6) Not to make any alterations in the plan or elevation of the said School Building, hostel, teachers' accommodation and play grounds without such consent as aforesaid and not to use the same or permit the same to be used for any purpose other than those of accommodation for school, hostel buildings and of play grounds.
- (7) The responsibility for maintenance of the premises will rest 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 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.

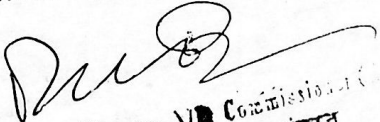
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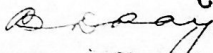
C.T.C

Attested

Principal
केन्द्रीय विद्यालय, बामंगछी

Kendriya Vidyalaya, Bamangachi
P.O. Salkia, Dist. Howrah-711106


संयुक्त आयुक्त (प्र.) / Joint Commissioner
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
एन दिल्ली / New Delhi


Sr. Divisional Personnel Officer,
Eastern Railway, Howrah.

- (8) Not to assign, underlet, transfer or handover possession of the said land and buildings or part thereof or any of their right/rights therein under these presents without sanction of the Lessor on such terms as to revision of rent, period of lease and other matters as may be deemed fit to impose.
- (9) To pay all charges in respect of electric power and light and water used on the said premises during the currency of the lease at the Schedule of rates current and as may be revised by the General Manager of the Eastern 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 Eastern 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

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Attested

भाष्य

केन्द्रीय शिक्षण संस्थान

Kendriya Vidyalaya Sangathan
P.O. Salkia, Post-Box No. 711106

केन्द्रीय आयुक्त (प्र०) / The Commissioner (Genl.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली / New Delhi

अथवा

अथवा

Sr. Divisional Personnel Officer,
Eastern Railway, Howrah.

causes beyond the control of the lessee being expected or its option to pay compensation in lieu 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.

- (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

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C-T.C

Attested
B.D. Dutt

20/1/2001
केन्द्रीय विद्यालय संगठन

Lendriya N. S. Banangachi
P.O. Salkia, Dist. Howrah-711106

केन्द्रीय विद्यालय संगठन (प्र०)/N. C. Banangachi
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
New Delhi

B. D. Dutt
Sr. Divisional Personnel Officer,
Eastern Railway, Howrah.

or any compensation on account thereof save only a fair payment for the authorised buildings erected by the Lessee, cost whereas will be assessed by the Lessor and amount of compensations so fixed 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 Eastern Railway. In the event of Lessor not purchasing the said building, the lessee shall be entitled to remove the buildings within one month after communications 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.

(V) In the event of dissolution of the lease the land as also the buildings standing thereon shall vest on the lessor.

(VI) PROVIDED ALSO that the expression 'president of India' and the Lessee/Lessees herein before used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assign and in the case of letter its successors and assigns.

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[Signature]
संयुक्त कार्यपालक (प्र.)/JI Commissioner (Adm.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली/Delhi

[Signature]
एच. एम. एस. सिन्हा
एच. एम. एस.
Sr. Director, Personnel Office,
Eastern Railway, Howrah.

C.T.C
[Signature]
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
P.O. Salkia, Dist. Howrah-711106

The schedule above referred to.

All that piece and parcel of land situated at recorded in the Railways.

and bounded.

On the North by :- RPF Barrack, Rly. Garden & Rly. Colony.

On the South by :- Rly. Boundary & Private area.

On the East by :- Rly. Foot-Ball ground & Private road to Ghata Para.

On the West by :- Rly. Boundary & private area.

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

WITNESSES :

1. *Atit Daskar*
upto Lt. Amal Kumar Sarkar
Kel, Dargah Kanta Park
P.O. G.I.P colony
P.S. Jagucha H.O.

On behalf of the President of India

Bojay
Signature of the Lessor
Sr. Division of Personnel Office,
Eastern Railway, Howrah.

2.

On behalf of Kendriya Vidyalaya Sangathan

[Signature]
Signature of the Lessee.
Kendriya Vidyalaya Sangathan
New Delhi

C - T - C
Attested
[Signature]
Kendriya Vidyalaya Sangathan
P.O. Salkia, Dist-Howrah-711106



Handwritten: **Plan**
 1. 1st floor
 2. 2nd floor
 3. 3rd floor
 4. 4th floor

Handwritten: **Plan**
 1. 1st floor
 2. 2nd floor
 3. 3rd floor
 4. 4th floor

1. 1st floor
 2. 2nd floor
 3. 3rd floor
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