

सम ASSAM

AGREEMENT

C 358169

This INDENTURE made on this 9th day of December-15 between Sr.Divisional Engineer/ Co-ordination/ Rangiya on behalf of the President of India (herein after called the **Lessor**) of one part and Joint Commissioner(Admn.), Kendriya Vidyalaya Sangathan, New Delhi on behalf of the Kendriya Vidyalaya Sangathan a Society registered under the Society Registration Act 1860 (herein after 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-tenant on the part of the Lessee hereinafter contained the Lessor both hereby demise upto the Lessee all that plot of the land containing by admeasurement 5.63 acres approximately situated at Rangiya in the Kamrup (R) District 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 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 upto 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 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

(Lessor)

[Signature]
 09/12/15
 हरिष्ठ मंडल इ. जॉनियर समन्वय

पू. सा. रेल/रंगिया

Br. Divil. Engineer (Cord)

[Signature]
 अपर आयुक्त प्रशाराम एवं सतकर्त.
 Addl. Commissioner (Admn. & Vig.)
 केन्द्रीय विद्यालय संगठन
 Kendriya Vidyalaya Sangathan
 नई दिल्ली-110016
 New Delhi-110016

(Lessee)

315



सम ASSAM

C 358170

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, Northeast Frontier Railway with right of entry to mark, fell cut and carry away the same to hold the premises hereby demised unto the Lessee for a period of **99 years** with effect from**09**../**12**./2015, paying therefore the yearly rent of Rupees One (Re.1/-) only of per year at the office of the DRM(Works)/Rangiya .

I AND THE LESSEE BOTH 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 time hereafter be imposed charges or assessed upon the premises hereby demised or the building to be erected thereupon.
3. Not to cut down any of the timber, fruit 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 off the same and credit the sale proceeds to the Government.

Handwritten signature

(Lessor)

Handwritten signature and date 2/12/15

वरिष्ठ सहायक इंजिनियर (समन्वय)
 २०६, २३, रंगिया
 Divit. Eng near (Cord)
 N. F. Railway/RNY.

अपर आयुक्त प्रशासन एवं सतर्कता
 Addl. Commissioner (A(Lessee))
 केन्द्रीय विद्यालय संगठन
 Kendriya Vidyalaya Sangathan
 नई दिल्ली-110016
 New Delhi-110016

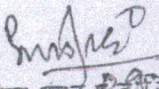
4. Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description sand or clay from the said land without the consent of and in accordance with the term and conditions prescribed by the General Manager.


5. Within _____ calendar months next after the date of these presents at their own cost to erect and finish fit of use on the premises manner building, Hostel, Teachers accommodation, play grounds in accordance with a plan or plans to be approved in writing by the General Manager of the N.F. 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 Accommodations 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 these 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 install 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 or 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.

(Lessor)


 20-12-15
 अधिकारी (सहायक) सहायक
 स. सं. रेल, रंगिया
 Sr. Divl. Engineer (Cord)
 N. F. Railway/RNY.


 अपर आयुक्त प्रशासन एवं सतर्कतः
 Addl. Commission. & Vig.)
 केन्द्रीय विद्यालय संगठन
 Kendriya Vidyalaya Sangathan
 नई दिल्ली-110016
 New Delhi-110016

Handwritten signature

8. Not to assign, under let, 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 currency of the lease at the schedule of Rates current and as may be revised by the General Manager of the Northeast Frontier 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 Northeast Frontier Railway and on determination of the Lessee to handover 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 lease 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.
12. Not to remove the 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.

(Lessor)

[Signature]
 12.15
 परिष्कृत मंडल ई. जे. वि. र. (मन्व्य)
 ए. ए. रेड रंगिया
 En. Div. & g. neer (Cord)
 N. S. ulwar/RNY.

[Signature]
 अपर आयुक्त प्रशासन एवं सतर्कता.
 Addl. Commission (Lessee) & Vig.)
 केन्द्रीय विद्यालय संगठन
 Kendriya Vidyalaya Sangathan
 नई दिल्ली-110016
 New Delhi-110016

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

15.

I. 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 fixture and fittings as per inventory attached to this Deed and shall pay compensation on lieu thereof, fair wear and tear and damage by fire or other natural cause 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 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 any breach by the Lessee or by any person claiming through or under him of any of the co-venants or conditions herein before contained then and in such cases, the Lessor may notwithstanding the waiver of any previous cause or right or re-entry upon any part of the premises hereby demised or of the building thereon in the name of whole and thereupon the said premises and building 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.

Signature

(Lessor)

Signature
09.12.15
वरिष्ठ मंडल इंजीनियर (समान्य)
श्री. ए. के. रंगिया
Sr. District Engineer (Cord)
N. F. Railway/BNY

Signature
अपर आयुक्त प्रशासन एवं सतर्कता
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

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 an determined tenancy of the lessee of the said land or any compensation on account thereof save only a fair payment for the authorized buildings erected by the lessee, cost where of 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 railway 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 railway authorities for temporary use for railway.

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 General Manager of the Northeast Frontier Railway. In the event of Lessor not purchasing the said building, 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 building the same shall remain to 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 building standing thereon shall vest on the Lessor.

Signature

(Lessor)

Signature
09.12.15
वरिष्ठ मंडल इंजीनियर (मन्व्य)
पु. श. र. या
Sr. Div. Engineer (Cord)
N. F. Railway/RNY.

Signature

अपर आयुक्त प्रशासन एवं सतर्कता
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन (Lessee)
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

VIII. PROVIDED ALSO that the expression "President of India" and the Lessee/Lessees herein before used shall unless such an inter-pretation be in 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.

The schedule above referred to:

IX. That in the event of any dispute arises out of the agreement shall be referred to Divisional Railway Manager/Rangiya and his decision shall be final , exclusive and binding upon both the parties.

X. That in the event of any Suit/Dispute arises out of the agreement the dispute shall be referred to/settle by the local Court of proper jurisdiction where the land is situated i.e. within the jurisdiction of Rangiya Court.

XI. That the Lessee shall be liable to penalty in the event of violation of any clause of this agreement under The Indian Contract Act. 1872. The lessee shall also be liable to make adequate compensation to the lessor for causing any damage to the leased property or violation of any clause/terms and conditions of the agreement.

All that piece and parcel of land situated at Rangiya under PS Rangiya & District Kamrup (Assam) within the state of Assam recorded in the Railways measuring 5.63 Acres or 22798 Sqm or 2.28 Hect (as per Drawing No - RNY/BLDG/06/2014) which is bounded by:-

Dag no. 908.

On the North by - *PWD Road, Rangiya town to Rangiya station.*

On the South by- *Railway land & Railway Track near Gypsum siding.*

On the East by -. *Railway station exist Road.*

On the West by- *Railway land and railway Champ.*

(Lessor)

Ranjit D
09.12.15

हरिष्ठ मंडल इन्फो (प्रा.) प्रा. लि.
प्लॉ. नं. ००२, रा. ला.

QAS

अपर आयुक्त प्रशासन एवं सतर्कत.
Addl. Commissioner (Lessor & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

Ranjit D

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

On behalf of the president of India

On behalf of the Kendriya Vidyalaya Sangathan

[Signature]
09.12.15

वरिष्ठ मंडल इंजीनियर समन्वय

Sr. Divil Engineer (Coord)
N.F. Railway/Rangiya
N. F. Railway/RNY.

(Lessor)

[Signature]

अपर आयुक्त प्रशासन एवं सतर्कतः
Additional Commissioner
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan (HQ)
नई दिल्ली
New Delhi-110016
(Lessee)

Witness:

1. *[Signature]*
प्रवर मण्डल अभियन्ता (I)
(Name: Sr. Divisional Engineer)
Sr. Divil Engineer (Coord)
N.F. Rly./Rangiya

2. *[Signature]*
(Name: Arun Ch. Kondekar)

DPO/IC/Rangiya
मंडल कार्यालय अधिकारी
Divisional Personnel Officer
ए. सी. रेडवे, रंगिया
N.F. Railway, Rangiya

Witness:

1. *[Signature]*
(Name: Rathindra Nath Sarkar)

Principal KV Rangiya
प्रिन्सिपल / Principal
केन्द्रीय विद्यालय, ए. सी. रेडवे
Kendriya Vidyalaya, N.F. Rly.
रंगिया / Rangiya

2. *[Signature]*
(Name: VIJAY KUMAR JHA)
Teacher-Member, VMC, KV Rangiya

X