



प्रशासन दादरा एवं नगर हवेली, संघ शासित प्रदेश  
ADMN. OF DADRA & NAGAR HAVELI U.T.

177253

Silvassa Stamp of ₹ 100 Issued to Shri/Smt. Kendriya Vidyalaya  
No. 12/97 of Silva Handed over to [Signature]  
Date: 27 NOV 2014

Treasury Officer  
DNH-Silvassa



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

This lease made this 11 day of may of the year two Thousand 15 between the President of India acting through the Collector Silvassa U. T. of Dadra And Nagar Haveli, (hereinafter called the Lessor Which expression shall unless the context requires another and different meaning, include his successor and assigns) cont.....

[Signature]  
Resident Deputy Collector (S)  
Dadra & Nagar Haveli  
Silvassa

[Signature] ..2/-  
जी० के० श्रीवास्तव, आई० ए० एस० /G. K. Srivastava, IAS  
अपर आयुक्त (प्रशासन व सतर्कता) / Addl. Commissioner (Admn. & Vig.)  
केन्द्रीय विद्यालय संगठन (ए०) / Kendriya Vidyalaya Sangathan (HQ)  
18, संस्थान क्षेत्र, शाहीद जैत सिंह मार्ग  
18, Institutional Area, Shaheed Jeet Singh Marg  
नई दिल्ली-110016/ New Delhi-110016

of the one part and Kendriya Vidyalaya Sangathan Society registered under the Societies Registration Act, 1860 and having its registered office at 18, institutional Area, Shaheed Jeet Singh Marg, New Delhi ( Hereinafter called the "LESSEE" which expression shall unless the context required another and different meaning, mean include its successors, and permitted assigns) of the **OTHER PART**.

**WHEREAS** the lessee is desirous to set up a Kendriya Vidyalaya at Silvassa and has approached the lessor to grant a piece and parcel of land situate at Sayli of land ( hereinafter referred on 'Said land') of which lessor is owner to the lessee for the said purpose.

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

Now this indenture witnessed that in consideration of the said agreement and nominal annual rent Rs. 1 herein reserved and also of the covenants by the lessee hereinafter contained the lessor doth demise unto the lessee all that land containing by admeasurements 2 Hect. or where about situated in Survey No. 48/5 in Saily 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, licensees, agents and Workmen 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 surface of the said land building standing, thereon and that such compensation shall in case of dispute be determined by an officer \_\_\_\_\_ **cont.....3/-**



appointed by the lessor to 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 therefore the normal 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 Lesser for this purpose from time to time.

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

1. 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 here in before 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 there up on.
- iv) To maintain the premises and all buildings thereon in sanitary condition according to the directions of the officers 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 or Kendriya Vidyalaya Sangathan.
- 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 neighborhood.
- vii) Not to transfer by sale, mortgage, gift or authorize the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of 'Lessor' such officer or body as the lessor may authorize on his behalf. Any violation of this provision shall render such transfer void 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 up to 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 building erected thereon and landlord's fixtures there to.
- x) If during the period of the lease the premise 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 the 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, to 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, building 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, a 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 an amending Act for the time being in force.
2. 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 Collector Silvassa whose decision shall be final, any breach by the lessee or by conditions herein before contained and on his part to be observed or performed then and if any such case shall lawful for the lessor or any person or person 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 thereof in the name of the whole re - enter and thereupon this demise and every things herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.
3. No forfeiture or re-enter 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 :-




*[Handwritten signature]*

- a) Specifying the particular breach complained of ;
  - b) If the breach is capable of remedy, requiring the lessee to remedy the breach, and if the lessee fails within a reasonable time of the date of service of the notice to remedy the breach, if it is capable of remedy.
4. This Lease deed is made in superannuation of the lease deed No. 3634/08 Dated 15/09/2008. Which stand cancelled.
  5. In case of any dispute with regard to all or any matter of this land/ lease the order/ decision of Administrator of Daman, Diu & Dadra & Nagar Haveli will be final and binding on both Parties.

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.

  
Resident Deputy Collector (S)  
Dadra & Nagar Haveli  
Silvassa

  
जी० के० श्रीवास्तव, आई० ए० एस० / G. K. Srivastava, IAS  
अपर आयुक्त (प्रशासन व सतर्कता) / Addl. Commissioner (Admn. & Vig.)  
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18, Institutional Area, Shaheed Jeet Singh Marg  
नई दिल्ली-110016 / New Delhi-110016

.. 7 ..

**THE SCHEDULE ABOVE REFERRED TO**

All that piece of land Bearing Survey No. 48/5 measuring 2.00 Hectare and parcel of land situated at Sayli, (D.N.H), (Part of) survey number and bounded.

**SCHEDULE - I**

On the North by : Canal Road  
On the South by : Srv No. 48/5P  
On the East by : Srv No. 48/5P  
On the West by : 1 meter Canal Road

Sr. No.	Description of Building	Plinth area	Book Value	Remarks
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\_\_\_\_\_

Signed \_\_\_\_\_

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

1. \_\_\_\_\_

2. \_\_\_\_\_

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

जी० के० श्रीवास्तव, आई० ए० एस० / G. K. Srivastava, IAS  
अपर आयुक्त (प्रशासन व सतर्कता) / Addl. Commissioner (Admin. & Vig.)  
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The Lessee in the Presence of (Signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

P. J. Hindi  
EC. 12/3

