

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL BRANCH

VIKAS SADAN, INA
IIND FLOOR
BLOCK 'A'

No. F. 18 (38) 98 /IL/ *2279*

9/12/98
(Provisional)

To

The Chairman,
Sai Memorial Education Society (Regd.)
Pocket-C, Sector-19/318,
Rohini, Delhi-110085

Sub: Allotment of land to Sai Memorial Education Society (Regd.)
for construction of Middle School at Facility Centre,
Geeta Colony (As an alternative site.)

Dear Sir,

I am directed to inform you that it has been decided to allot on parpatual lease held basis a plot of land measuring 3900 Sq.Mtrs. (50% for School building and 50% for play field land) for running a Middle / School at Facility Centre Geeta Colony.

on usual terms and conditions which shall also included the following:-

1. The Sai Memorial Educational Society (Regd.) shall be required to pay the cost of land measuring 1950 Sq.Mtrs. allotted for school building at the rate of Rs. as detail below per acre alongwith annual ground rent @ 2 1/2 % P.A. provisionally of the total premium.
2. The land measuring 1950 Sq.Mtrs. is allotted to the society for play field on temporary basis on payment of nominal ground rent @ As detail below. per acre per annum.
3. The ground rent of the land shall be paid by the said society from the date of handing over the possession of the plot/land.

P.T.O.

The area allotted for play ground shall be kept open and no structure of even temporary nature shall be raised on the land.

5. The Sai Memorial Education Society (Regd.) shall use the land for running a Middle School failing which the land along with the structure raised thereon will be resumed by the Govt./DDA.

6. The cost of land as demanded is provisional. The society shall give an undertaking on Rs. 2/- stamp paper duly attested from 1st class Magistrate/Norary public to the effect that the difference as cost of land as and when decided by the Govt. of India and DDA shall be payable by the society.

7. The society shall shift the present existing school within two years from the date of handing over the possession of the plot.

8. The DDA reserve its right to alter any terms and conditions on its discretion.

9. The land shall be used by the society for the constn. of Nursery /Sr. sec. school/Middle school and for no other purpose whatever. No residence is permitted except a small hut for chowkidar.

10. The Building plan should be got approved from the local body/DDA before undertaking any construction of the land.

11. The society shall complete the construction of school building on the land within a period of two years from the date of handing over the possession of the land.

12. The land shall not be transferred/subleased to any other organisation/deptt. by the society without prior permission of the DDA obtained in writing.

13. The perpetual lease shall be executed by the society in their own cost as and when called upon to do so.

14. The society shall provide fencing and boundary wall immediately after taking over the possession of prevent the encroachment.

15. The person attending the school shall be required to take part in any religion/Institution or to attend any religious worship without his/her consent and no citizen shall be deprived of admission to the school on ground of religion, race, caste, language or any of them.

16. In the even of de-recognition of school by the Dte. of Education, Delhi Admn. or any other competent Authority the lessee shall be required to pay premium for the land allotted at the market rate prevailing on the date of de-recognition of the school or the land with super - structure fixtures, fittings etc. shall revert to the Govt. of payment of compensation as may be decided by the Govt.

- 17. The school shall not increase the rates of tuition fee without the prior sanction of the Dte. of Education, Delhi, Admn. and shall follow the provisions of Delhi school Education Act/Rules, 1973 and other instructions issued from time to time.
- 18. The Sai Memorial Education Society (Regd.) shall ensure that percentage of freeship from the tuition fee as laid down under rules by the Delhi Admn. from time to time strictly complied. They will ensure admission to the student belonging to weaker sections to the extent of 25% and grant freeship to them.
- 19. The Delhi Admn. will have two nominees on the Government body of the society.
- 20. The society shall not refuse admission to the residents of Locality.
- 21. The society shall follow the instructions of the Dte. of Education or minimum /maximum enrolment of students in the school new building constructed on land allotted by Govt. /DDA.
- 22. If the allotment is cancelled for breach of any terms and conditions of the allotment, the possession of the plot/land with building, if any will be handed over to the DDA by the allottee on the date and given in the cancellation letter/notice.

23. If the above terms and conditions are acceptable to you, the acceptance thereof with attested undertaking be sent to the undersigned along with the bank challan in favour of DDA for

(Premium Rs. ~~33,10,156/-~~ 38,08,210/-)

Ground rent Rs 92754/- and annual licence fee/ground rent of play ground Rs ~~5300~~ 5300/-

within 60 days from the date of issue of allotment cum- demand letter. The said amount can also be deposited in the Bank Counter situated in DDA office complex and copy of the same may be sent to this office for having deposit the demand along- with acceptance letter, undertaking within 60 days from the date of issue of demand-cum- allotment letter.

Within 60 days of issue of demand-cum-allotment letter, the allottee shall be required to make the entire payment. Thereafter, 18% interest shall be chargeable upto six months from the date of issue of demand-cum-allotment letter.

Letter of even number dated 10.8.82

P.T.O.

24. In case the payment and acceptance letter with re-required undertaking is not received within the stipulated period stated above, it will be presumed that you are not interested in the allotment of the land and the offer of allotment will stand withdrawn.

Yours faithfully,

[Handwritten Signature]
19/11/99

DY. DIRECTOR (IL)

Copy forwarded for information to:-

1. Dtc. of Education (CW), Govt. of NCT of Delhi
Old Secretariat, Delhi.
2. Sr. A.O. (IL)

Detail of demand:

Premium of the land measuring	
<u>19 1950 Sq.Mtrs</u> sq.mtr/Acre/Hect.	37,10,156-00

@Rs. ~~35~~ 35 Lacs +120%
Provisionally lacs per acres

Rs. 80,80 Ground rent @ <u>2.5%</u> P.A.	Rs 92,754-00
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of the total premium

Rs. 3000 Annual Licence fee for the land measuring <u>1950 Sq.Mtrs.</u> acres/Hect. sq. mtrs. for play field @ Rs 5000/- +120% P.A.	Rs 5,300-00
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Total: Rs 38,08,210-00

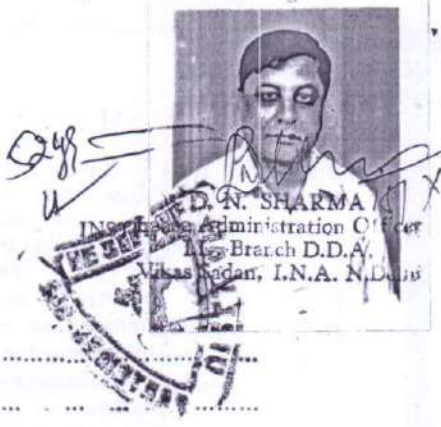
Less already paid Rs 31,14,920-00

New to be paid. Rs 6,93,290-00

The other terms and conditions shall remain same as intimated you vide this office demand cum allotment letter of even number dated 16.8.99

D.D.A./P.P.

PERPETUAL LEASE



THIS INDENTURE made this 15th day of October

two one thousand nine hundred and three

BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one part and Sai Memorial Education Society (Regd.)

President/Secretary, Shri/Smt PARKASH KESWAN CHAIRMAN

Sai Memorial Education Society - Pocket - C

Sector - 19/318, Rohini Delhi - 85;.....registered under

the Societies Registration Act XXI 1860

at Packet - C sector - 19/318, Rohini - Delhi - 85

(hereinafter called "the Lessee") of the other part.

*Current address Sai Memorial Education Society
Sai Bhawan, Geeta Colony, near Palsol
Pump Delhi*

WHEREAS THE LESSEE HAS applied to the Lessor for the grant of a perpetual lease of nazul land and the Lessor has on the faith of the statements and the representation made by the Lessee agreed to demise the plot of nazul land hereinafter described and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the Lessee having paid to the Lessor Rs. 37,10,156.00 (Rs. Thirty Seven Lacs ten

thousand one hundred fifty six only)

towards premium before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor, doth hereby demise unto the Lessee

ALL THAT plot of nazul land containing by admeasurement an area of 1950 Sq.mts

or there about situate at Facility centre Geeta Colony

Delhi

which nazul land is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness have been delineated on the layout plan annexed to these presents and thereon coloured red (hereinafter called "the said nazul land") TOGETHER with all rights, easements and appurtenances whatsoever to the said nazul land belonging or appertaining TO HOLD the premises hereby demised unto the Lessee in

perpetuity from the 31st day of January

one thousand nine hundred and Two Thousand YIELDING AND PAYING

therefore the yearly rent payable in advance of Rs. 92,754 (Rs. Ninty two thousand

Sixen hundred fifty four only) upto the 30th

day of January one thousand nine hundred and Two thousand one

and there after

the No. 7313/93 dated 3/10

Certified that the instrument is properly stamped under section 82 of the Indian Stamp Act, The stamp duty Rs. 205.93

Transfer duty Rs. 4.408

It has been deposited with the Treasury receipt No. 24899/95

dated 9/10/93

D. N. SHARMA
Lease Administration Officer
D.D.A.
Vikas Sadan, I.N.A. New Delhi

Collector of Stamp
Vikas Sadan New Delhi

112
16/10/93

Sai Memorial Education Society
P. Keswan
Chairman



@ of 2 1/2 %..... the premium the sum already paid and such other sum or sums hereafter to be paid towards premium under the covenants & conditions hereinafter contained or such other enhanced rent as may hereinafter be assessed under the covenants and condition hereinafter contained to be paid towards premium under the covenants and conditions hereinafter contained clear of all deductions, by equal half yearly payments on the fifteenth day of January and fifteenth day of July in each year 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 first of such payments to be made on the fifteenth day of January..... Two thousand ~~one thousand nine hundred and~~ one and the rent amounting to Rs. 92,754-00..... (Rs. Twenty two thousand Seven hundred ~~only~~ fifty four) from the date of commencement of this lease to the last mentioned date having been paid before the execution of these presents.

Subject always to the exception; reservations, covenant and conditions hereinafter, contained, that is to say as follows ;—

I. The Lessor excepts and reserves unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the said land and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercises of the rights hereby reserved or any of them.

II. The Lessee for himself, successor and assignees covenants with the Lessor in the manner following that is to say ;

(1) The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector in respect of the said land or any part thereof being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.

The yearly rent of Two and half..... percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and such additional sum or sums payable towards premium as provided herein from 31st..... day of January..... one thousand ~~nine hundred~~ Two thousand.....

(2) The Lessee shall pay unto Lessor the yearly rent hereby reserved on the date and in the manner herein appointed.

(3) The Lessee shall not deviate in any manner from the Master Plan for Delhi and the Zonal Development Plans nor alter the size of the said land whether by sub-division, amalgamation or otherwise.

(4) The Lessee shall, within a period of two years from the 31st..... days of January..... one thousand nine hundred and Two thousand..... (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifica-



Sri Sai Memorial Education Society
[Signature]

Ethe 11/10/11

[Signature]
D. N. SHARMA
 Lease Administrator
 I.L. I. B.D.A.,
 Vikas Sadar, A. N. Delhi

land and complete in a substantial and workmanlike manner a building for School Middle with the requisite and proper walls, sewers and drain and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.

(5) (a) The Lessee shall not sell, transfer, assign or otherwise part with possession of the whole or any part of the said land or any building thereon except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that such consent shall not be given for a period of ten years from the commencement of this lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent.

PROVIDED FURTHER that, in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession and the decision of the Lessor in the respect of the market value, shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting such percentage as decided by the Lessor of un-earned increase as aforesaid.

(b) Notwithstanding any thing contained in sub-clause (a) above, the Lessee may with the previous consent in writing of the Lt. Governor, of Delhi (hereinafter called "the Lt. Governor") mortgage or charge the said land to such person as may be approved by the Lt. Governor in his absolute discretion.

PROVIDED that, in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentage as decided by the Lessor of the unearned increase in the value, of the said land as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said land shall be final and binding on all parties concerned.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid.

(6) The Lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(7) Whenever the title of the Lessee in the said land is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.

(8) Whenever the title of the Lessee in the said land is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to the Lessor.

The transferee or the person on whom the title devolves, as the case may be, shall

for Sai Memorial Education Society
By [Signature]



[Signature]
D. N. SHARMA
Lease Administration Officer
I.L. Branch D.D.A.
Vikas Sadan, I.N.A. N.Delhi

supply the Lessor certified copies of the document(s) evidencing the transfer or devolution.

(9) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charged imposed upon the said land hereby demised or on any building to be erected thereupon or on the landlord or tenant in respect thereof.

(10) All arrears of rent and other payments due in respect of the said land hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.

(11) The lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

(12) The lessee shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the demised land.

(13) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the said land or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of Middle School or do or suffer to be done therein any act, or thing whatsoever which in the opinion of the Lessor may be nuisance, annoyance or disturbance to the Lessor and persons living in neighbourhood.

PROVIDED that if the Lessee is desirous of using the said land or the building thereon for a purpose other than that of Middle School the Lessor may allow such charge of user on such terms and conditions including payment of additional premium and additional yearly rent as the Lessor may in his absolute discretion determine.

(14) The Lessee shall at all reasonable times grant access to the said land to the Lt. Governor for being satisfied that the covenants and conditions herein contained have been and are being complied with.

(15) The Lessee shall on the determination of this Lease peaceably yield up the said land and the buildings thereon upon the Lessor.

III. If the sum or sums payable towards the premium or 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 days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of the Lessor, whose decision shall be final, any breach by the lessee by or any person claiming through or under it, or of any of the covenants or conditions herein contained and on its part to be observed or performed, then and in any such case, It shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the said land hereby demised and the buildings

For Sai Memorial Board
[Signature]
Chairman

[Signature]
D. N. SHARMA
Lease Administrator
I.L. Branch, D.D. No.
Vikas Sadan, I.N.A. N. Delhi


thereon to re-enter upon and take possession of the said land and the buildings and fixture thereon and thereupon this demise and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation what so-ever, not to the return of any premium paid by it.

PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid, and in his absolute discretion, waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums of the rent which shall be in arrear as aforesaid together with interest at the rate of ten percent per annum or such other rate as the lessor may in his absolute discretion prescribe from time to time.

IV. No. forfeiture or re-entry shall be effected until the Lessor has served on the Lessee a notice in writing.

- (a) specifying the particular breach complained of, and
- (b) if the breach is capable of remedy requiring the Lessee to remedy the breach, and the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the Lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry

- (a) for breach of covenants and conditions relating to sub-division or amalgamation erection, completion the alteration of the size of the said land and transfer of the said land as mentioned in Clause II, or
- (b) in case this lease has been obtained by suppression of any facts, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and thirty... and thereafter at the end of each successive period of thirty years provided that increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without bidges, at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that any such assessment of the letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act 1887 (Act XVII of 1887) or any amending Act, for the time being in force and the proceeding for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act, in the same manner as if the same had been taken thereunder.

VI. In the event of any question, dispute or difference arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Lt. Governor or any other person appointed by him. It will be no objection that the arbitrator is a Government Servant, and that he has to deal with the matters to which

for Sai Memorial Education...
Chairman



E. N. SHARMA
Lease Administration Officer
I.L. Branch D.D.A.,
Vikas Sadan, I.N.A. N.Delhi

the Lease relates, or that in the course of his duties as a Government Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, with the consent of the parties, enlarge the time from time to time, for making and publishing the award.

Subject as aforesaid, the arbitration Act, 1940 and the Rules there under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

VII. All notices, orders, directions, consents, or approvals to be given under this Lease shall be in writing and shall be signed by such officers as may be authorised by the Lt. Governor and shall be considered as duly served upon the Lessee if the same shall have been delivered at or sent by post to the registered office of the Lessee or any person claiming any right to the said land if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Lessee or such person.

VIII. All powers exercisable by the Lessor under this lease may be exercised by the Lt. Governor. The Lessor may also authorise any other officer or officers to exercise all or any powers exercisable by him under this Lease.

(b) The Lt. Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Lease except the powers of the lessor exercisable by him by virtue of sub-clause(a) above.

IX. In this Lease the expression "The Lt. Governor" means the Lt. Governor of Delhi for the time being or in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Lt. Governor by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lt. Governor under the Lease.

X. The expression 'the Lessor' herein before used shall where the context so admits include his successors and assigns, and the expressions "the Lessee" hereinbefore used shall mean the Sai Memorial Education Society

XI. This lease is granted under the Government Grants Act, 1895. (Act. XV of 1895).

IN WITNESS WHEREOF Shri. D. N. Sharma Chairman

for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and the common seal of the Lessee has hereunto been affixed the day and year first above written.

For Sai Memorial Education Society
[Signature]
Chairman

[Signature]
D. N. SHARMA
Lease Administration Officer
I.L. Branch, D.D.A.,
Vikas Sadan, I.N.A. N. Delhi



(7)

Signed by Shri. D.N. Sharma

A
D. N. SHARMA
Lease Administration Officer
I.L. Branch D.D.A.,
Vikas Sadan, I.N.A. N.Delhi

for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of.

(1) Shri D.K. Gupta, AGO

AB
SEAL

The common seal of the...

(Lessee) is hereby affixed in the presence of Shri. PARKASH KESWANI

✓ For Sai Memorial Educational Society
P. Keswani
Chairman

(Name and designation) in pursuance of bye-law

No.

(Lessee)/Resolution No. 211

A
D. N. SHARMA
Lease Administration Officer
I.L. Branch D.D.A.,
Vikas Sadan, I.N.A. N.Delhi

dt, the 9/10/03 of the managing Committee of the

Society
(Lessee) and the said(a)



(1) Shri Rajendra Kumar
E/22, Badli Vihar, New Delhi

212

(2) Shri Kamal Thakur
480/2, Rishi Nagar, New Delhi

Thakur

(THE SCHEDULE ABOVE REFERRED TO) As per site plan attached
North South
East West



A
D. N. SHARMA
Lease Administration Officer
I.L. Branch D.D.A.,
Vikas Sadan, I.N.A. N.Delhi