

12

SOUTH CENTRAL RAILWAY
 OF RAILWAY LAND WHERE STRUCTURE OR OTHER
 ACCOMMODATION IS REQUIRED.

AN AGREEMENT made the Twenty Sixth day of July 1981 between the President of the Union of India as represented by the Divisional Superintendent, South Central Railway Hubli hereinafter called "the Government" of the one part and Secretary, Saraswati Vidyalaya hereinafter called "the Licensee" of the other part Tamil Parbhayat, 153, Chopur villa Pune 11

WHEREBY it is agreed as follows:-

1. AS and from the First day of July 1981 the licensee shall have the use of the piece of land described in the Schedule hereto for the purpose of constructing and maintaining there on at Chopur Saraswati Vidyalaya English Medium Pri. School in connection with such rules regulations and by-laws as are now in force or as may from time to time be made by or on behalf of the Government or by or on behalf of any local authority and subject to the conditions hereinafter contained.

2. The Licensee shall from the 1st day of July 1981 pay to the Government the following fees in and subsequent payment in advance on the 1st day of January of every year for which the same shall become due:-

- (1) Licence fee Rs. 130-00 per annum.
- (2) Municipal taxes Rs. per annum.

Note: (a) The period of Licence shall be a calendar year basis subject to revised licence fee from 1.1.81 being escalated suitably at TEN percent every calendar year.

(b) Where sheds, are erected on the lands licensed in addition to the licence fee for the plot of land, a fee of Rs. 5/- per month per shed having a floor area of 1250 sqft. (including eaves) or less should be charged.

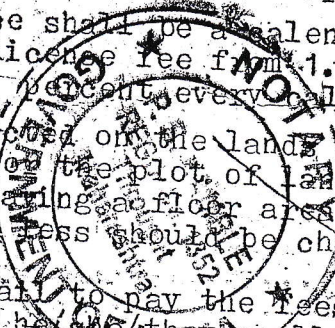
If the licensee(s) fail to pay the fees within the stipulated date, he/she/they shall also pay the liquidated damages at the rate of one percent per month or part thereof to be deducted from three due date of actual payment.

3. The Licensee shall pay monthly the Government any charges due in respect of water or electrical energy supplied, on presentation of bills-

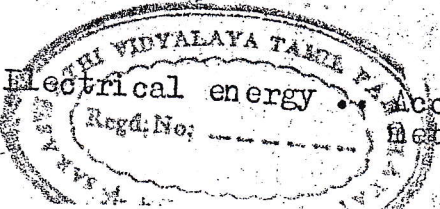
Water at according to consumption registered on meter at Rs. per 0/00 gallons.

Electrical energy according to consumption registered on meter at unit.

True Copy
HEAD MISTRESS
SARASWATI VIDYALAYA ENG. PRASHNAN
GHORPADI, PUNE - 11



ATTESTED
P. S. KAMBLE
GOVT. OF INDIA
NOTARY, PUNE



Note on clauses 2 and 3 -(i) The "Government" shall have the right to review the rate of licence fee periodically and enhance the same if it considers necessary. The Licensee(s) will be given six months notice in advance of the due date of such revision and his/their unconditional acceptance obtained to pay the revised licence fee from that date. Even in cases the revised licence fee is fixed on a subsequent date, it shall be recoverable with retrospective effect from the date the revision was due. If the Licensee(s) fail (s) to give his/their unconditional acceptance thereof as required, notice he/they shall vacate the premises before the currency of the agreement expires.

(ii) The Licensee shall also duly pay or reimburse to the Government all cesses, rates and taxes, as from the said date in respect of the said land and the buildings works and conveniences of the Licensee(s) thereon for the time being and the proportion of all the cesses, rates and taxes of the Station or other premises applicable to the said land and conveniences if the same be not separately assessed in respect thereon. The Municipal tax is liable to be increased if the Municipality demands tax from the Government on the basis of license fees collected.

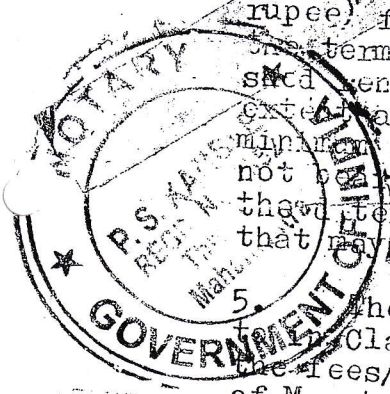
4. The Licensee(s) shall deposit a sum 130.00 equivalent to the amount of licence fee for the land, rent for the shed or sheds erected thereon and Municipal tax if any, for a year, as Security (Paise being rounded off to a rupee) for the due and faithful observance of and compliance with the terms of licence. In the event of increase in licence fee, extension, etc., the Security Deposit shall also be increased to the extent and the Licensee(s) shall deposit the extra amount. The minimum deposit shall be Rs. 100. The said Security Deposit shall not bear any interest and shall be returned to the Licensee(s) on the termination of this licence after adjustment of any amount that may be found due to the Government.

5. The Government shall forfeit the entire deposit money referred to in Clause 4 hereof on the Licensee(s) making default in paying the fees/shed rents etc., within three months (i.e. before the end of March each year), after the due date for payment of the same as stipulated in Clause 2 hereof. The Licence shall stand cancelled and revoked on the expiry of this period of three months. The Government shall also initiate eviction proceedings for getting the Railway premises vacated and take action for recovery of above fees and liquidated damages upto the date of actual vacation.

The Licensee before proceeding to construct Temp. Structure above referred to shall submit plans and specifications of the Temp. Structure for the approval of the Government and no work thereon shall be put in hand until this approval has been communicated in writing, any such structure so permitted to be erected shall be constructed strictly in accordance with such plans and specifications.

Regd. No: _____

[Signature]
Div. Railway Manager



True Copy
[Signature]
HEAD MISTRESS
SARASWATI VIDYALAYA ENG. PRI. S. 1001
GHORPADI, PUNE - 1.

7. The Licensee shall allow the Government or its officers or servants free access at all times to the said land and the buildings, works and conveniences thereon whether completed or in course of construction, and the Licensee shall whenever so requested, forthwith pull down, rebuild, replace or repair any part or parts of such buildings, works and conveniences which the Government shall consider to be improperly situated or of defective design or construction or in want of repair.

8. Notwithstanding anything herein contained either party be at liberty to determine and put an end to this licence by giving to the other of them at any time one calendar month's notice in writing and such licence may be so determined by the Government without any claim for compensation whatever on the part of the Licensee and on the expiration of such notice the Licensee shall vacate and yield up the said premises to the Government in the same state and condition as it is now in and the Government shall be at liberty to prevent the Licensee from entering upon or coming into the premises.

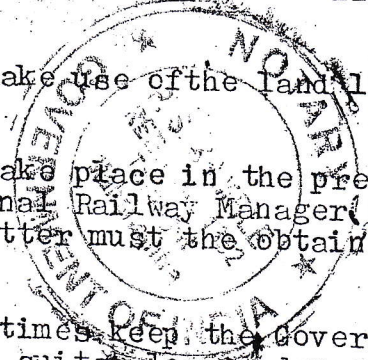
9. The Licensee shall remove any buildings or structures which may have erected on the said land prior to his vacating the same and in the event of his failing to do so it shall be lawful for the Government to remove such buildings or structures and sell or otherwise dispose of the same and restore the land to its former condition and all expenses incurred by the Government in so doing after giving credit for the sum or sums (if any) received for or in respect of the proceeds of any such sale or disposal shall be paid by the Licensee to the Government on demand being made therefor.

10. The Licensee shall not assign or sublet the said premises without the consent in writing of the Government first had and obtained.

11. The Licensee(s) shall not make use of the land licenced for residential purposes.

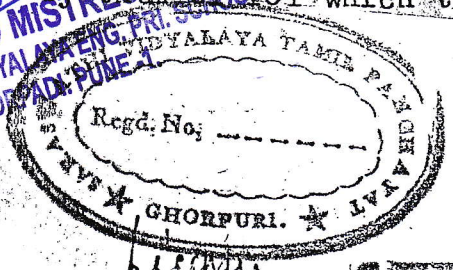
12. No sale of articles shall take place in the premises without the prior consent of the Divisional Railway Manager (Works) and the local Civil Authorities which latter must be obtained by and at the cost of the Licensee.

13. The licensee shall at all times keep the Government indemnified against all claims, demands, suits, losses damages, costs, charges and expenses whatsoever which the "Government" may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly in the carrying on of any business by the Licensee on the said premises or any part thereof and shall make full compensation to the Government their officers and servants or any of them for loss or damage sustained by them in proof which they may be liable as aforesaid.



True Copy

HEAD MISTRESS
SARASWATI VIDYALAYA ENG. PR.
GHORPURI, PUNE-1



General Secretary

S. KAMBLE
SECRETARY
GOVT. OF INDIA
PUNE

Dist. Railway Manager
PUNE

.....4

14. If and whenever any fee or rent hereby reserved or any part thereof shall be in arrear for 30 days (whether the same shall have been formally demanded or not) or if the Licensee shall become insolvent or if any covenant or Licensee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Government at any time thereafter upon the said piece of land or any part thereof in the name of the whole to reenter and thereupon this Licence shall absolutely determine but without prejudice to the right of action of the Government in respect of any breach of the Licensee's covenants wherein contained.

15. In case of any doubt, difference or dispute shall arise between the Licensee(s) on the one hand and the Government on the other hand as to the true intent of these presents or of any article, clause or thing herein contained, then in every such case, the doubt, difference or dispute shall be referred to the General Manager of the Administration and his decision thereon shall be final, binding and conclusive.

16. The cost of stamp duty on the Agreement shall be borne by the Licensee.

17. Nothing herein contained shall be construed to create a lease of the said premises in favour of the Licensee.

18. Subject as otherwise provided in this Licence, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Divisional Railway Manager (Works), South Central Railway Hubli. *Clause 17, 20, 21 added & repaired sheet*

IN WITNESS WHERE OF the parties hereto have hereunto set their respective hands the day and year first above written.

[Signature]
General Secretary

[Signature]

Signed by the above named Licensee

Signed by
Divisional Rly., Manager (Works)
South Central Railway Hubli for
and on behalf of the President
of the Union of India.



True Copy

[Signature]
HEAD MISTRESS
SARASWATI VIDYALAYA ENG. SCHOOL
GHORPADURNE - 1

In the presence of
[Signature]
A. TRAVADAN

In the Presence of

2nd Witness.
[Signature]
A. Radhakrishnan

1st Witness
[Signature]
2nd Witness
[Signature]
com/dig

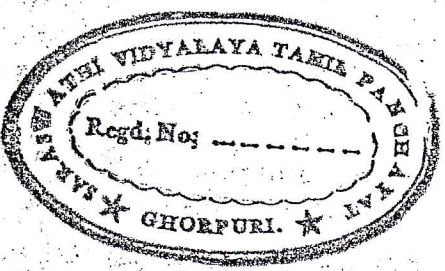
Additional/Alteration clauses.

- 6(a) The plan for the structure should be approved by the Chief Engineer/S.C.Railway in addition to approval required to be obtained from the local Municipal and other Civil authorities concerned.
- 9. No compensation would be paid by the Railway in the event of termination of licence agreement, if land is required by the Railway and the land alongwith building will be handed over to Railway Administration.
- 19. School authority to safe guard the interest of Railway, should make provision to give preference in admission of children/wards of Railway staff in the school at Ghorpuri.
- 20. Managing Committee of the School have a railway employee as an executive committee member.
- 21. In case the licensee do not abide by the terms and condition of the agreement the same shall be terminated after due notice.

[Handwritten Signature]

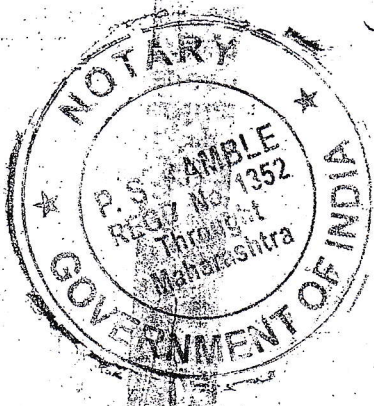
General Secretary
Licensee.

[Handwritten Signature]
Divisional Railway Manager
Hubli.



ATTESTED
[Handwritten Signature]
P. S. KAMELE
NOTARY GOVT. OF INDIA
PUNE

True Copy
[Handwritten Signature]
HEAD MISTRESS
SARASWATI VIDYALAYA ENG. PRI. SCHOOL
GHORPADI, PUNE -1.



12. Monthly rent calculated : (Six hundred only
(Rs. 600/- per month).

13. Rent demanded by the owner : Rs. 1600/- per month.
and now proposed.

14. Land:
The area of land to be taken for the purpose of calculation of rent should be reasonable rent i.e. the Municipal byelaws etc. over and above the built up area and the area useful for the building is hire.

15. Remarks: The existing building is a Shed type construction- Hence the rent calculated as Rs. 600/- (Rupees Six hundred per month is found reasonable and hence proposed.

Verified and found correct.

COUNTERSIGNED.

B. J. ...
Deputy Engineer,
Z.P. Sub-Dn. H. G. Pine
Building Sub-Dn.)

W. M. ...
Executive Engineer,
Pune Zilla Parishad (R&B).

cro/-

CERTIFICATE OF NON AVAILABILITY OF GOVT. BUILDING AND
REASONABLRNROD OF RENT.

Certified that

A. No suitable Govt. Bldg. available or supplying the required accommodation for the

B. The extent of accomodation in the building to be leased or as per detailed mention below in no in excess of that required according to the scale laid down by Govt. in the standard approved by the Housing Committee for the various grades of officers and also in the case of building proposed to be leased for office purpose that it provides accommodation suitable to the requirements to the personal for whom it is intended to be used.

C. The details of the proposed rent

a) Rent for building

(including land
(Area 1500 Sft. Sft)

Rs. 6000-00 per year.

b) Rent for open land
(Area 4111-80 Sft)

Rs. 1200-00 ---"

TOTAL Rs. 7200-00 per year.

D. This is excludes Municipal Taxes etc. and is not than any other suitable building at the lower rental likely to be available.

E. The building is not suitable in a expensive business quarters.

F Shri. ~~S.V.Keshti, Jr. Engr.~~-----Sectional Officer, considers that repairs conditions and alternations etc., to the said accommodation not necessary in order to render it quitable for occupation.

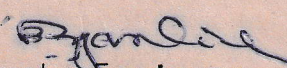
G. Shri-~~S.V.Keshti, Jr. Engr.~~-----Sectional Officer, inspected the building and his opinion that it is structurally should and is likely to be remain in such condition for the period of lease i.e. upto your ending.


H. The owner of the building is General Secretary, Saraswati Vidyalaya
Tamil Panchayat, Gherpadi, Pune. 411 001.

I. Reasonabla rent calculated is Rs. Six hundred per month (Rs. 600/-)

(Whereas rend demanded by the owner is Rs. -1600/- per month.

Hence to be paid Rs. 600/- (Six hundred only).per month only.


Deputy Engineer,
Z.P. SUB DIVISION
(Building Sub-Dn.).

COUNTERSIGNED.

Executive Engineer,
Pune Zilla Parishad,
(R & B)