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AGREEMENT FOR REVISION OF LICENCE  
FEES IN RESPECT OF RAILWAY LAND  
LICENCED TO SHISHU VIKAS MANDIR  
AT DAUND.

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सचिवरी  
शिशु विकास मंदिर, दो.

## A G R E E M E N T

THIS INDENTURE made the 1st day of 1994 BETWEEN THE President of India (hereinafter called the Licensor) of, the one part and the SHISHU VIKAS MANDIR DAUND registered under the society Registration Act (hereinafter called the licensee) of the other part, WHEREAS the licensor has agreed to demise the plot of land herein after described to the licensee in manner hereinafter <sup>appearing</sup> operating. NOW THIS INDENTURE WITNESSTH that in consideration of the Licence Fee hereinafter reserved and of the covenant on the part of the Licensee, hereinafter contained the Licensor doeth hereby demise unto the Licensee. ALL THAT plot of land containing by admeasurement 27, - 1x29m == 785.90 m2 situated at Daund in the Brg.No.BS(W)SBR/R/6560 of which said plot of land is more particularly described in the Schedule here-under written and with the boundaries thereof as delineated on the plan annexed to these presents and thereon coloured together with the buildings standing thereon as described in detail in Schedule IX hereunder. TOGETHER with all rights, easements and appurtenances what soever to the said plot of land belonging or in any way appertaining EXCEPTING AND RE SERVING unto the licensor all mines, 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 for the purpose of searching for, digging, working, obtaining, removing enjoying the same (paying the licensee reasonable compensation for all damage done) 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 CENTRAL Railway with right of entry to mark, fell, cut and carry away the same to HOLD the Premises hereby demised unto the Licensee in perpetuity/or for the period of 15 years from the 1st day of January 1992 paying therefor the yearly licence fee of (Rs.1000/- per Annum) Rupees one thousand only clear of all deductions on the 1st day of January each year at the Central Railway 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 be made on 1st day of January of every year next. Provided that the Licensee hereby agrees that the Rly. shall be at liberty to revise the said Licence Fee from time to time as per guide lines as received either from Rly. Board or General Manager at any time or from time to time.

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The licensee further agrees to pay the amount of revised licenses fees or any arrears on account of such revision even at any date with retrospective effect as confirmed by afore said authority on <sup>mere</sup> demand by Divisional Railway Manager, Central Railway, Solapur.

I) AND THE LICENSEE BOTH HEREBY Covenant with the Licensor -

- 1) To pay unto the Licensor the yearly licence fee hereby reserved on the days and in the manner hereinbefore appointed.
- 2) From time to time and at all times to pay and discharges 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 premise 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 any time hereafter growing on the premises hereby demised but to preserve them in good order. If during the course of construction of school buildings it becomes necessary to cut down trees, 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 excavation in the land hereby demises or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent of ~~land~~ in accordance with the terms and conditions prescribed by the General Manager.
- 5) Within Six calender months next after the date of these presents <sup>at</sup> of their own cost <sup>to</sup> erect and furnish, fit for use on the premise hereby demised, Kendraya Vidyalaya Building, Hostel, Teacher Accommodation, play grounds in accordance with a plan or plans to be approved in writing by the General Manager of the Central Railway and not to erect or cause 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 buildings, 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 with the Licensee.

The Licensee 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 Licensor. No compensation shall be paid for the aforesaid additions and alterations on delivering up the Premises and the benefit of such additions and alterations shall accrue to the Government. If the Licensor so desires, the licensee shall at its cost restore the Premises in the same conditions as they were at the commencement of these presents.

- 8) Not to assign, under lease, 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 Licensor on such terms as to revision/licence fee, period of license and other matters as may be deemed fit to impose.
- 9) To pay all charges in respect of Electric Power, Light and water used on the said premises during the currency of the license at the Schedule of rates current and as may be revised by the General Manager of the Central Railway from time to time.
- 10) To pay all existing and future rates, assessment charges, taxes and other outgoing of every description in respect of said premises if legally leviable and levied.
- 11) At all times to keep the said premises in good substantial repair to the satisfaction of the General Manager of the Central Railway and on determination of the license 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 causes beyond the control of the Licensee 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 present, if they had remained in the same structural/state and condition of repair as they were in at the commencement of this license.
- 12) Not to remove any fixture and fittings from the premises existing at the commencement of this License without the previous ~~perm~~ permission of the Licensor.
- 13) Registration charges, if any, shall be borne by the Licensee/
- 14) The Licensee 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 licensee shall be liable for any damages

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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 willful act or default of the licensee expected. 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 licensee fee hereby reserved shall be in arrear or 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 <sup>breach</sup> breach by the Licensee or by any person claiming through or under him of any of the covenants or conditions herein before contained then and in such case, the Licensor may not withstanding the waiver of any previous cause or right or reentry upon any part of the premises hereby demised or of the building thereon in the name of while and thereupon the said premises and buildings shall remain to the use of and be vested in Licensor and this demise shall stand determined and the Licensee shall not be entitled to any compensation whatsoever.

III) PROVIDED ALWAYS that it shall be lawful for the licensor at any time or times during the said term on giving thirty days notice in writing to resume possession of and determine license of the Licensee of the said land or any compensation on account thereof save only a fair payment for the authorised buildings erected by the Licensee, cost whereof will be assessed by the Licensor and the amount of compensation so fixed by the Licensor 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 licensee the licensor shall have the right to purchase the said buildings from the licensee on payment to the licensee of the value of the buildings as assessed by the General Manager of the Central Railway. In the event of the Licensor not purchasing

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the said buildings, the licensee shall be entitled to remove the buildings within one month after communication of the decision of the Licensor. If the Licensee fails to remove the buildings the same shall remain to the use of the and be vested in the licensor and the licensee shall not be entitled to any compensation whatsoever therefore.

V) In the event of dis-solution of the license the said land as also the buildings standing thereon shall vest in the Licensor.

VI) PROVIDED ALSO that the expression 'President of India' and the Licensor/Licensee herein before used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of latter its successors and assigns.

The Schedule above referred to :

All that piece and parcel of land situated at, DAUND recorded in the Railways Drawing No. DS(W)SUR/R/6560 and bounded.

On the North by : Officers rest house.

On the South by : ROAD.

On the East by : Rly. Qr. No. F-21/AB.

On the West by : Rly. Qr. No. F-20/A-B.

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

On Behalf of the President of India

In the Presence of witness  
signed by above

Witness -

(1)

V. S. Farkwad

SLWI/SUR

Witness -

(2)

Mrs. Dandekar

Signature :

1) A.K. Pandharkar  
Divisional Manager  
(Personnel) Central  
Railway, Solapur.

Divisional Railway  
Manager's Office,  
Solapur.

Date : 5/4/94

2) Signature :

Name : Ambaji Saktham mile

Secretary  
Shishu Vikas  
Mandir Post-Daund  
Dist-Pune.

Signature

Shishu Vikas  
Mandir Post-Daund  
Dist-Pune.

**BY RPAD**

Form No. A1138/E1463

**Central Railway**



**Sr. Divisional Finance Manager's  
Office, Solapur**

No.A/SUR/XBR/BR/1/2

Party Code-XS01070004

Date - 01-04-2021

GST No. 27AAAGM0289C2ZI

To,

SECRETARY,

SHISHU VIKAS MANDIR, NEAR OFFICERS' REST HOUSE,

DAUND, DIST. PUNE

Sub - **Railway Bill for Building License Fee for period from  
01/04/2021 to 31/03/2022**

Sir,

Following amount has become due from your end on account of Building License Fee for period from 01.04.2021 to 31.03.2022, inclusive of GST and previous dues, if any.

**Rate per Annum ₹ 1000/-**

Amount in Rupees

Description	License Fee for FY 2021-22	Previous Dues, if any	Security Deposit	Interest on previous dues @12% pa	GST @ 18%	Total Amount
Building No. NA						
Area -	1000	0	0	0	180	1180.00
Purpose - Building Rent						
Location - Daund					180	

**Certified for -**

**Rupees One Thousand One Hundred Eighty Only**

**Note -**

- 1] This bill is provisional and subject to revision.
- 2] Payment by **Cheque or Demand Draft only** may be arranged in f/o **Sr. Divisional Finance Manager, Central Railway, Solapur.**
- 3] Payment should be arranged within one month from receipt of the bill, failing which interest will be charged as per extant orders.
- 4] In case you have already arranged payment of previous dues, kindly furnish particulars of the payment to the undersigned.
- 5] Kindly contact DRM[W]/Solapur with Agreement for incorporation of suitable provisions in the Agreement.
- 6] The amount is chargeable to head of Accounts 'Demands Recoverable' [**Allocation - 00100210**].

**[Errors and Omissions expected]**

  
**Divisional Finance Manager,**  
Central Railway, Solapur

C/- **Sr.DEN[Co]/SUR** - for information and necessary action, please.

C/- **ADEN/BG/KWV, SSE[W]/KWV[BG]** - for information and necessary action.



Form No. A1138/E1463