

transfer duty of Rs. 1245-00
transfer duty of Rs. 697-75 and Rs. 1942-75
Ruppes Dues, thousand and nine hundred forty two and
paise seven hundred and ninety four
dated 17-5-74

Collector of District
DELHI 21/5/74

2838

For Full and complete

THIS INSTRUMENT made this 24th day of May
one thousand nine hundred and Seventy Four
BETWEEN the PRESIDENT OF INDIA (hereinafter called "the
Lessor" of the one part and The St. Anthony's Girls
Orphanage and School Pakar Ganj, New Delhi.
a Society registered under
the Societies Act 1860
and having its registered office at Pakar Ganj
(hereinafter called "the Lessee" of the other part.

WHEREAS THE LESSEE HAS applied to the Lessor for
the lease of a piece of land and the
faith of the statements and the representa-
tions made by the Lessee agreed to demise the plot of land
here-in-after described and in the manner hereinafter
appearing.

NOW THIS LEASE-DEED witnesseth that in consideration
the Lessee having paid to the Lessor Rs. 32,850-00 Thirty two thousand eight hundred and fifty 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 thereafter contained, the Lessor, doth hereby
demised unto the Lessee ALL THAT plot of land containing

By measurement an area of 1.82 acres (1.57 acres for the part of
the plot proposed) and .25 acres for residential
purpose at Sakinagar.

S. S. Shrivastava
Vice Principal
St. Anthony's Sr Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110016

..2...

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

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the Lessee in perpetuity from the 6th day of February one thousand nine hundred and Sixty Nine YIELDING AND PAYING

hereof the yearly rent payable in advance of Rs. 392.50 (three hundred and ninety two and fifty paise only) @ 5% of Rs. 7850 (seven thousand eight hundred and fifty only) school purpose, Rs. 100 (one hundred only) for staff quarters already paid and such other sum or sums hereafter to be paid towards

under the covenants and conditions hereinafter contained clear of all deductions, by equal half yearly payments on the fifteenth day of January and the 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 payment to be made on the fifteenth day of July one thousand

nine hundred and Seventy Four and the rent amounting to Rs. 5534-85 (Rs. Five thousand five hundred + thirty four only) from the date of commencement of this lease to the last mentioned date, having been paid before the execution of those presents.

3.

Vice President,
St. Antony's Sr. Sec. School,
C-6, S. D. A., New Delhi

I. The Lessor excepts and reserves unto himself all mines, mine rals, coal, gold-washing, earth-bills and quarries in or under the said land and full right and power at all time 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 here-by reserved or any of them.

II. The Lessee 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 in 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 5/4 2 1/2 % per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein.

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

Vice Principal
St. Antony's Sr Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110016

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

Walter Benjamin
(4) The Lessee shall, within a period of two years from the 6th day of February one thousand nine hundred and Sixty Nine 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 specific actions from the proper municipal or other authority, at own expense, erect upon the said land and complete in substantial and workmanlike manner a building for School & Residential with the requisite and

Walter Benjamin
proper walls, sewers and drains 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 the 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.

Walter Benjamin
PROVIDED 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

Walter Benjamin
Secretary.
(in the name of the Lessor)

Walter Benjamin
Vice Principal

St. Antony's Sr Sec. School
C-6, S. D. A., Hazrat Nizamuddin
New Delhi

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decision of the Lessor in 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 afore-said.

(b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of 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 of foreclosed property, the Lessor shall be entitled to claim and recover the 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 herein before shall apply equally to an involuntary sale of transfer whether it be by or through an executing or insolvency court. ...6...

(7) Whenever the title of the Lessee in the said land is transferred in any manner what-so-ever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore, in so far as the same may be applicable to, affect and relate to the said land.

(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 transfer or the person on whom the title devolves, as the case may be, shall 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 land lord 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 what-so-ever or use the same or permit the same to be used for any purpose other than that of School & Residential Purpose or so or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood.

PROVIDED that, if the Lessee is desirous of using the said land or the building thereon for a purpose than that of School & Residential Purpose, 7...

(S.C. D. 107)
Additional Secretary,
Lease Administration

Vice Principal

St. Antony's Sr Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110016

Not for Binding

the Lessor may allow such change of person such terms and conditions, including payment additional premium and additional 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 unto 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 where on 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 of the lease or by any person claiming through or under it of the covenants or conditions herein contained and on it 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 thereon to re-enter upon and take possession of the said land and the buildings and fixtures thereon in respect of which any sum or rent has been in arrear, or such suppression, mis-statement, misrepresentation or fraud or breach has been committed and thereupon this demise and everything herein contained shall cease and determined in respect of the said land so re-entered upon and the Lessee shall not be entitled to any compensation whatsoever, nor to the return of any premium paid.

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Vice Principal
St. Antony's Sr Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110016

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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 six percent per annum.

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

(a) Specifying the particular breach complained of and

(b) If the breach is capable of remedy a 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 for-feiture of 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 for-feiture or re-entry.

(a) for breach of covenants and conditions relating to 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 fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced from the first day of January ~~1900~~ thousand ~~nine hundred and~~ and thereafter at the end of each successive period of thirty years provided that the 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 bldgs. 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.

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(B. C. D. N. S.)

Sr. Shewin

Vice Principal
St. Antony's Sr. Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110 016

VI. 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 proceedings 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.

VII. 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 to be provided 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 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 any publishing the award.

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

VIII. 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. (a) 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 of the powers exercisable by him under this Lease.

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Sr. Shew's

Vice Principal
St. Antony's Sr Sec. School
C-6, S. D. A., Hauz Khas
New Delhi-110016

Handwritten signature

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(b) The Lt. Governor or 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 at the time being or, in case his designation is changed or this 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 what-ever 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 Chief Commissioner under this Lease.

X. The expression "the Lessor" herein before used shall where the context so admits include his successors and assign, and the expressions "the Lessee" herein before used shall mean the St. Anthony's Girl's School Society.

XI. This lease is granted under the Government grants Act, 1895 (Act. XX of 1895).

IN WITNESS WHEREOF Sd/- S. C. Dicksit
AS CLAS

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.

Signed by S. C. Dicksit
AS CLAS

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

1. Sd/- B. D. Joshi
UDC DDA

The common seal of the Institution Society (Lessee) is hereby affixed in the presence of Benigna. Pozzival of St. Rev. Mother

Manager
St. Anthony's Higher Secondary School
Baharganj, New Delhi

S. D. A.
Vice Principal
Anthony's Sr Sec. School
S. D. A., Hauz Khas
New Delhi-110016

(NAME and designation) in pursuance
of bye-law No. _____

Society (Lessee) / Resolution No. MIC

02-4-1967

dt. the 02-4-1967 Mr. Mather Baniwala (from
OF the managing committee of the St. Anthony's Girls Higher Secondary School

R/o St. Anthony's Girls Higher Secondary School
No. 204 St. Anthony's Girls Higher Secondary School
Society (Lessee) and the St. Anthony's Girls Higher Secondary School

(a) SHRI B. D. Joshi MD St. Anthony's Girls Higher Secondary School
Mather Baniwala D. D. Joshi

Sub-Registrar
New Delhi

(2) Shri S. S. Roy MD St. Anthony's Girls Higher Secondary School
St. Anthony's Girls Higher Secondary School

St. Anthony's Girls Higher Secondary School
St. Anthony's Girls Higher Secondary School

St. Anthony's Girls Higher Secondary School
St. Anthony's Girls Higher Secondary School

Known to me by her passport No. 26
Contents of the document referred to above

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Mather Baniwala

St. Anthony's Girls Higher Secondary School
Paharganj, New Delhi

S. S. Roy

St. Anthony's Girls Higher Secondary School
Paharganj, New Delhi

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Vice Principal
St. Anthony's Sr Sec. School
C-6, S. D. A., Hauz Khas
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(NAME and designation) in pursuance
of bye-law No. _____

Society (Lessee)/Resolution No. NIL
2-4-1967

dt. the _____
OF the managing Committee of the

Society (Lessee) and the said
(a) SHRI R. D. Jaisi UDX
DDA

(2) Shri S. S. Ray S. 200 Pancha-
Shila Park New Delhi 17

(SCHEDULE ABOVE REFERRED TO)

North - Road 30.0' wide + Eastern Bund
East - Eastern Bund.
South - Road 45.0' wide
West - Road 30.0' wide

Manag
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Delhi

MR. C. D. BHARTI
National Secretary
National Commission
New Delhi

S. S. Ray
Vice Principal
St. Anthony's Sr. Sec. School
C-6, S. D. A., Phase I
New Delhi

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY

हार्दियान का ससरी

Site Plan of Kh. N

मोक्षना इत्यत्र

SCHEME

सुमि प्रयोग :- 7145

LAND USE (TICK)

प्लॉट नं. ४५

Plot No.

ब्लॉक नं०

Block No. C

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Scale :- 1 = 100

ROAD 30 WIDE

175-2

900030 WAC

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SITE FOR SCHOOL

Area 1.57

ROAD 15-17A

Area of Sub 7599 Sq. Yds. / 30.11 Acs.

School area = 1.57 ac.

Stone area - 49.8'

10/10/1919

7-11-1964

पट्टाभिरु/खरादोष १२५०

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दिल्ली विकास प्राधिकरण नई दिल्ली

Delhi Development Authority

पट्टदाता ~~विजय~~ बाला

LESSOR & ENDOR

Vice President

St. Antony's Sr. Sec. School

C-6, S. D. A., Hanz Kt.

New Delhi - 110016

Vice President
W. Anthony's St. Dec. School
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New Delhi-110011

Sh. B. Singh

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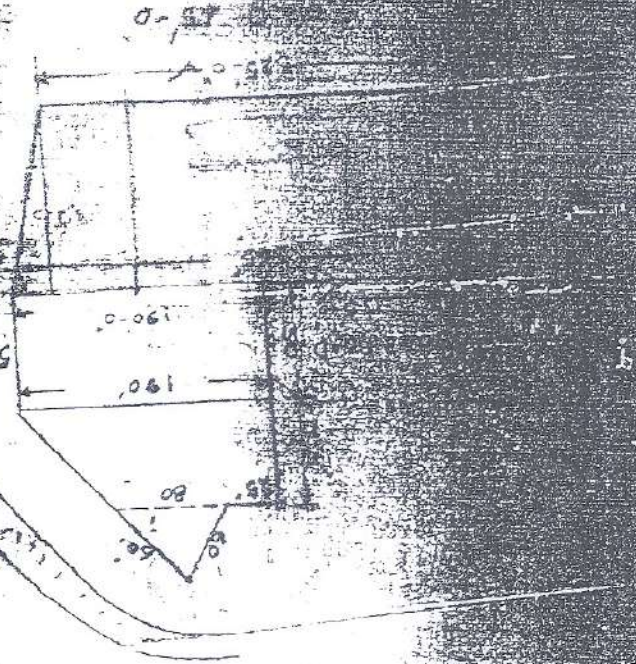
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ST. ANTHONY'S SCHOOL
NEW DELHI

Delhi Development Authority.
Lease Administration Branch

File No. 4 (482)/64 LSB(R).

Certified that the possession of 1.82 acres 2 sq. mtrs/sq. yes of land
bearing Plot No. 1 Block No. C in Sofdangurp
Residential Scheme has been taken over by me on 6/2/69 and
boundary pillars are correctly fixed.

Lessee. Holler & Co. Manager Adphange

Additional Secretary,
Lease Administration.
Delhi Development Authority.

Dated.....

DDA/PP/5,000.