



R & D SYSTEMS

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DELHI DEVELOPMENT AUTHORITY
(Receipt & Despatch Cell)
Acknowledgement

Receipt Number : REC / LD / 24 / 2,241 Date: 07/03/2024 11:11:33A
Letter Date : 07/03/2024 11:11:33AM
Subject : SUBMISSION OF DOCUMENTS
DDA file Number : F12/23/80
Received From : DON BOSCO SCHOOL
Addressed To : LD ASSTT. DIRECTOR (INS LAND)

Enclosures Attached :-

Serial no.	code	Copy	Description
1	24	1	MISCELLANEOUS
2	71	1	COPY OF PERPETUAL DEED

Total Pages 14

1. The correctness of the above enclosures are subject to verification by the concerned Department
2. For any type of clarification and inquiry, please contact the branch officer Directors and Dy. Directors concerned on any working days Monday & Thursday between 2.30 PM to 4.30 PM, And Commissioners and above between 2:30 PM to 3:30 PM (with prior online appointment)

Received By : AMIT KUMAR

F18(23)/80 Instt.

ब्राह्मण संस्था 02 (538) ... 47415.00 ... 24525.00 ... 71940.00

PERPETUAL LEASE

THIS, INDENTURE made this 19th day of September eighty four.

BETWEEN THE PRESIDENT OF INDIA (hereinafter called 'the Lessor' of the one part and The Salesian Brothers' Society of Delhi (Northern India) Through its Secy. Father Paul S.P.B.

registered under the Society/Company/Corporation Act XXI of 1860 and having its registered office at DON BOSCO SCHOOL, Okhla Road, New Delhi - 110025 (hereinafter called 'the Lessee' of the other part.

WHEREAS THE LESSEE HAS applied to the Lessor for the grant of a Perpetual lease of a piece of land and the Lessor has on the faith of the statements and the representations made by the Lessee agreed to demise the plot of land here in after described and in the manner hereidafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration the Lessee having paid to the Leasor Rs. 13,08,000/- (Rs. Thirteen lacs

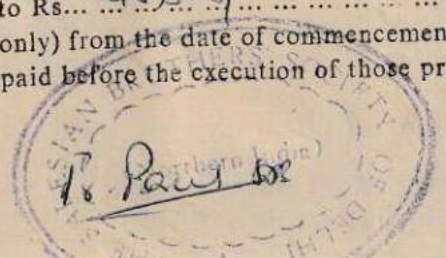
eight thousand only only) to wards premium before the execution of these presents (the receipt where of the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee thereafter contained, the Lessor, doth hereby demised unto the Lessee ALL THAT plot of land containing by admeasurement and area of 2.18 Acres or thereabout situate at Pocket west of Community Centre, Kalkaji

which land is more particularly described in the schedule hereunder written and with baundaries thereof greater clearness have been delineated on the plan annexed to these presents and thereon coloured red (therinafter called "the said land") TOGETHER with all rights, easements and appurtenance whatso-ever to the said land belonging or appertaining TO HOLD THE premises hereby demised unto the Lessee in perpetuity from the 24th day of September

one thousands nine hundred and Eighty two YIELDING PAYING therefore the yearly rent payable in advance of Rs. 32,700/- (Rs. Thirty two thousand seven hundred only)

@ of ... the premium (the sum already paid and such other sum or sums hereafter 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 fifteen day of July in each year at the Reserve Bank of India, New Delhi, or of 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 January ... one thousand nine

hundred and eighty five and the rent amounting to Rs. 45,528/- (Rs. forty five thousand five hundred twenty eight) only) from the date of commencement of this lease to the last mentioned date having been paid before the execution of those presents.



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दिल्ली विकास प्राधिकरण
विकास मिनार नई दिल्ली

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Such other enhancement as may be annexed under the covenants by conditions or hereinafter contained

Subject always to be exception, reservations, covenants and conditions hereinafter contained, that is to say as follows:—

I. The Lessor excepts and resevers 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 time to do all acts and things which may be necessary of expendent for the purpose of searching for, working, obtaining removing and enjoying the same without providing or leaving may any vertical support for the surface of the said land or for any building for the time begin standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occassioned by the exercises of the rights hereby reserved or any of them.

II. The Lessee covenants with the Lessor in the manner following that is to say;

(i) The Lessee shall pay within such time such additional sum or sums toward-
permium as may be decided upon by the Lessor on account of the com-
pensation awarded by the Land Acquisition Collector in respect of the said
land or any part thereof being enhanced on reference or in appear 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 a half* 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. *From the 24th day of September one thousand nine hundred eighty two.*

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

(3) The Lessee shall not deviate in any manner from the said plans; the Mater Plan for Delhi and the Zonal Development Plans nor Alter the size of the said land whether by sub-divisional, addition or otherwise. *amalgamation*

(4) The Lessee shall, within a period of two years from the..... *24th*..... day of *September*one thousands nine hundred and..... *Eighty two*..... 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 expens, erect upon the said land and complete in substantial and workmanlike manner a building for..... *School*..... with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other-wise 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.

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, of parting with the possession and the decision of the Lessor in the respect of the market value, shall be final and binding.

P. Prakash
Northern Territory
24th Sept 1982

M. M.
बटो प्रशासन अधिकारी
दिल्ली विकास प्राधिकरण
विभाग विकास एवं वि. वि.

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

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

PROVIDED that, in the event of the sale of fore-closure of the mortgaged of charged 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 of charge. The decision of the Lessor in respect of the market value of the said land shall be final and binding on all partes 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 per-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 on executing or insolvency court.

(7) Whenever the title of the Lessee in the said land is transferred in any maner whrt so-ever, the transferee shall be bound by all the covenants and conditions contain ed herein and be answerable in all respects there fore, in so far as the same may be applicable to effect and relate to the said land.

(8) Whenevre 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 (a) evidencing the transfer on devolution.

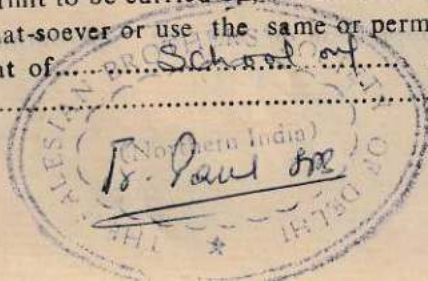
(9) The Lessee shall from to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charge imposed upon the said land hereby demised or on any building to erected 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 of 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 of make any alternation^{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-soever or use the same or permit the same to be used for any purpose other than that of.....School.....or do or suffer to be done therein in any act. or



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thing whatsoever which in the opinion of the Lessor may be a 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..... *School and* the Lessor may allow such change of user on 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 to 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 of the lease or by any person claiming through or under it 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 case 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 arrears, or such suppression, mis-statement, misappropriation fraud or breach has been committed and thereupon this demise and everything 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.

PROVIDED that, notwithstanding any thing contained herein to the contrary, the Lessor may without prejudice to thought 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 sums of the rent which shall be in arrear as aforesaid together with interest at the rate of ten percent per annum.

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. *Sub-division or amalgamation etc. and completion*

Nothing in this clause shall apply to forfeiture or re-entries.

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.

Paul 08
Northern India

Handwritten signature
पहल प्रग. एवं विकास
दिल्ली विकास प्राधिकरण

V. The rent here by reserved shall be enhanced from the first day of January ~~one~~^{two} thousand nine hundred and ~~thirteen~~^{thirteen} 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 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.

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 there-with (except as to any matters the decision of which is specially provided by these presents) the same shall be referred 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 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.

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 of place of business or usual or last known residence office or place of business of the Lessee or such person.

IX. (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 powers exercisable by him under this Lease.

(a) The Lt. Governor 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.

X. 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 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 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 ~~Chief Commissioner~~^{Lt. Governor} under the Lease.

XI. The expression 'the Lessor' herein before used shall where the context so admits include his successors and assign, and the expressions "the Lessee" herein used shall mean the ~~.....~~^{The Salesian Brothers Society of Delhi}



पट्टा प्रशासन अधिकारी
दिल्ली

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

IN WITNESS WHEREOF Shri... S.P. Gupta, Lease Admin.....
Officer, DDA..... 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.

Signed by Shri... S.P. Gupta,
Lease Admin. Officer, DDA
for and on behalf of and by order
and direction of the President of India
(Lessor) in the presence of.

I. SHRI FATHER PAUL S. DB.
(Secretary), Don Bosco School
Chilla, N.D.
The common seal of the...
Salesian Brothers Society
of Delhi.....

(Lessee) is hereby affixed in
the present of Sh... Madan Lal
Sharma (Dra).....
.....
(Name and designation) in pursuance of
bye-law No.....
.....
(Lessee)/Resolution No. 1111.

dt, the... 16/9/84
OF the managing Committee of the
The Salesian Brothers
Society of Delhi
(Lessee) and the said (a)
SHRI Lurish Chand
.....
(2) Shri.....
.....

उपरोक्त प्रशासन अधिकारी
दिल्ली विकास प्राधिकरण
विकसित विभाग नई दिल्ली

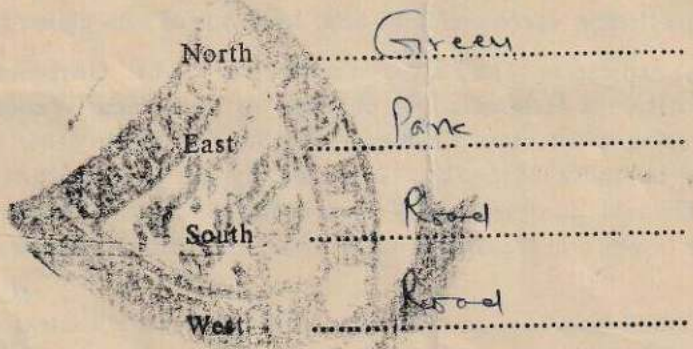


Madan Lal

SEAL

Chand

(SCHEDULE ABOVE REFERRED TO)



LDP

दिल्ली विकास प्राधिकरण Delhi Development Authority

FILE No. : - ₹ 18 (23) 80 198 (Trust)

प्लॉट नं०

ब्लॉक नं०

Plot No.

Block No.

योजना

SCHEME

भूमि प्रयोग :

LAND USE

GREEN

स्केल

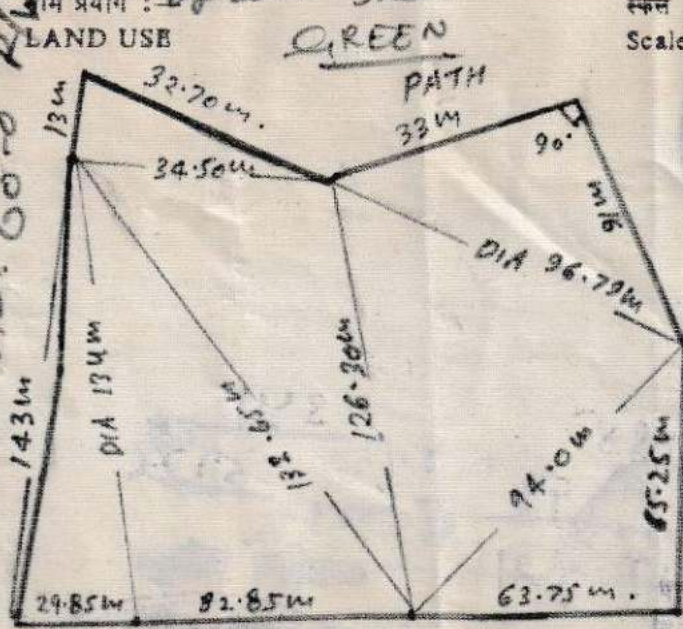
Scale

दिल्ली 1

DELHI.

ROAD. Golo Rd

The Salaxian Brothers Society
of Delhi Sheikh Sarai



PATH
ROAD 9m Alw
PARK

Verified ROAD
MPR

पट्टाधारी/सरोदार
LESSEE/VENDEE

PREPARED BY.

क्षेत्र :

Area 4.37

वर्ग-गज/वर्ग-मीटर/एकड़
Sq. Yds./Sq. Mts./Acres

दिल्ली विकास प्राधिकरण नई दिल्ली
Delhi Development Authority
पट्टादाता/बिचने वाला
LESSOR/VENDOR

DDA/PP.