

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL BRANCH

VIKAS SADAN, INA
11ND FLOOR
BLOCK 'A'
provisional

N₂.F. 18 (3) 97 /IL/

1576158

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The Trustee,
Mehini Chandani Charitable
A-1/234, Janakpuri,
New Delhi.

Sub: Allotment of land to Mohini Chandani Charitable Trust
for construction of a Senior Secondary School at H.S-2,
Sector-21, Rohini (Sector-23)

Dear Sir,

I am directed to inform you that it has been decided to allot on perpetual lease hold basis a plot of land measuring 1.6 Hecta Annex / 40% for School Building and 60% for Play field for running a Non Day School / Sr. Sec. School at Sector-25, Rohini on usual terms and conditions which shall also include the following:-

1. The Mohin Chandani Charitable Trust (Regd.) shall be required to pay the cost of land measuring 6400 Sqmtrs. allotted for school building at the rate of Rs 50 Lac^s + 120% enhanced acre alongwith annual ground rent @ 3% P.A. provisionally of the total premium.

2. The land measuring 9600 Sqmtrs. is allotted to the society for play field on temporary basis on payment of nominal ground rent @Rs. 5000/- plus 120% enhanced 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.

3-A- The land meant for play field would be allowed to be used in non school hours by the local children
B- The entry to the field would be from outside and not inside the school.
C- 5% of the total strength of the students would be given admission to if recommended by MANAGER of Delhi, subject to him to normal test. Such students would be admitted to MAXFORT SCHOOL from Sept. month.

4. The area allotted for play grounds shall be kept open and no structure of even temporary nature shall be raised on the land.
5. The Mohini Chandani Charitable Trust shall use the Land for running a Senior Secondary School, failing which the land alongwith 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 ~~MAXFORT~~/Sr. Sec. School/Middle School and for no other purpose wherever. 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 Admin. 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.

MANAGER P.T.O.
MAXFORT SCHOOL
ROHINI DELHI 110085 Principal
Maxfort School, Rohini

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 Mohini Chandani Charitable Trust, shall ensure that percentage of freeship from the tuition fees 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 governing 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 for 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 alongwith the bank challan in favour of DDA for Rs. 1,78,56,848/-
(Premium Rs. 1,73,95,840/-)

Ground rent Rs. 4,34,896/- and annual licence fee/ground rent of play ground Rs. 26,112/- 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 alongwith 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.

P.T.O.

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MANAGER
MAXFORT SCHOOL
ROHINI DELHI-110085
School, Rohini

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24. In case the payment and acceptance letter with 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,

DY. DIRECTOR (IL).

COPY FORWARDED TO : DTC, Govt. OF DELHI

1. DTC, ROHINI (CIVIL)

2. DTC, ROHINI (MILITARY)

3. DTC, ROHINI (TIT)

DETAILS OF DEMAND

Principle Demand	Rs. 1,73,95,840/-
Interest on the demand	Rs. 14,34,896/-
Annual interest on the total amount	Rs. 26,142/-
Annual license fee for the land	Rs. 1,78,56,848/-

DY. DIRECTOR (INSTL)

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI Principal
Maxfort School, Rohini

DDA/P.R.

PERPETUAL LEASE

F-18(3) 97/1L

THIS INDENTURE made this

day of

Two

one thousand nine hundred and

Four

BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one part and Mohini Chandani Charitable Trust through its President/Secretary, Shri/Smt. Gyanendra Singh & I. C. Dass

registered under the Societies Registration Act XXI of 1860 and having its registered office at 7 Kapil Khar, Pitampura, New Delhi - 110034 (hereinafter called "the Lessee") of the other part.

WHEREAS THE LESSEE HAS applied to the Lessor for the grant of a perpetual lease of gazul land and the Lessor has on the faith of the statements and the representation made by the Lessee agreed to demise the plot of gazul 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. 1815000/- (Rupees One Crore eight hundred and fifteen thousand 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 gazul land containing by admeasurement an area of 6070.50 Sq. Mts or there about situate at H.S. 2 Sector 23, Rohini

which gazul 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 gazul land") TOGETHER with all rights, easements and appurtenances whatsoever to the said gazul land belonging or appertaining TO HOLD the premises hereby demised unto the Lessee in

perpetuity from the 05th day of July Two thousand nine hundred and Two YIELDING AND PAYING

therefore the yearly rent payable in advance of Rs. 153750/- (Rupees one hundred and fifty three thousand Seven only) upto the 14th day of July Two thousand nine hundred and three and thereafter

as per the rate fixed by the Government of India for the time being in force and stamped under section 22 of the Indian stamp Act. The sum of Rupees

MAXFORT SCHOOL
ROHINI, DELHI-110085
Principal
Maxfort School, Rohini

@ of 25% 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 July ^{Two thousand one hundred and three} and the rent amounting to Rs. 4,53,750/- (Rs. Four Lacs. Fifty three thousand Seven hundred and fifty only) 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 exercise 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 toward 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 of an appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.

The yearly rent of 25% 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 05th day of July ^{Two thousand one hundred and two} nine hundred ^{Two}.

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

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

The Lessee shall, within a period of two years from the 05th July ^{Two thousand one hundred and two} (and the time so specified shall be of the essence of the contract) submitting sanction to the building plan, with necessary designs, plans, and specifica-

MOHINI CHANDNANI CHARITABLE TRUST

Rohini 201
Secretary

MOHINI CHANDNANI CHARITABLE TRUST

07/08/95
Treasurer

Sh. P.D. Singh
Chairman
Mohini Chandnani Charitable Trust
Rohini, Delhi - 110085

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI 110085

Principal
Maxfort School, Rohini

land and complete in a substantial and workmanlike manner a building for *SR*.....
Sewer, Drain, Water, Gas, Electricity, etc. 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 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 six 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 (at 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 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 unearned 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 foreclosure 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 *executing sale* or voluntary 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

MOHINI CHANDNANI CHARITABLE TRUST

Arunachal Singh
Secretary

MOHINI CHANDNANI CHARITABLE TRUST

मोहिनी चंदनानी
प्रतिष्ठाता समृद्धि
चारिटेबल ट्रस्ट
रोहिणी दिल्ली विभाग
भारत सरकार

DM
MANAGER
MAXFORT SCHOOL
ROHINI, DELHI-110085

Principal
Maxfort School, Rohini

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.

(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 *Sr. Sec. 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 *Sr. Sec. 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 Governor for being satisfied that the covenants and conditions herein contained have been fully 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.

(16) If the sum or sums payable towards the premium or the yearly rent hereby mentioned or any part thereof shall at any time be in arrear and unpaid for one calendar month after any of the days wherein 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

MOHINI CHANDNANI CHARITABLE TRUST

R.M.
Secretary

MOHINI CHANDNANI CHARITABLE TRUST

5/12/95
Treasurer

MANAGER
MAXFORT SCHOOL
P.O. Box No. 10095

Principal
Maxfort School, Rehini

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 lessor shall not be entitled to any compensation what so ever, nor to the return of any premium paid by it.

PROVIDED that notwithstanding any thing 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 prescribed 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 release 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 fact, 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~~^{Two} 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 buildings 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 in 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 there under.

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

MOHINI CHANDNANI CHARITABLE TRUST MOHINI CHANDNANI DAY TABLE TRUST

Gurcharan Singh
Secretary

At. 22, 2nd
Sector 10, Rohini
Delhi - 110085

JW
MANAGER
MAXFORT SCHOOL
ROHINI, DELHI - 110085

AB
Principal
Maxfort School, Rohini

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 thereunder 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 expression "the Lessee" hereinbefore used shall mean the Rohini Chandani Charitable Trust.

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

1905) WHEREON SRI D. R. Mehta, M.P.
for and on behalf of and by the order and direction
of the said Sri Mehta, has hereunto set his hand and the common seal of the Lessor has hereunto
been affixed this day and year first above written.

ROHINI CHANDANI CHARITABLE TRUST
ROHINI CHANDANI CHARITABLE TRUST
Rohini Chandani Charitable Trust
Secretary

G. J. George
Treasurer

MANAGER
MAXFORT SCHOOL
ROHINI DELHI-110085
Principal
Maxfort School, Rohini

(7.)

Signed by Shri. D. K. Mehta, IAS

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. Mehta, IAS

The common seal of the
Mohini Chandram Charitable Trust

(Lessee) is hereby affixed in the presence of

Shri. C. S. Varadgopal

C. S. Varadgopal

(Name and designation) in pursuance of Bye-Law

No.

(Lessee)/Resolution No.

dt. the 5/3/02

of the managing Committee of the
Mohini Chandram Charitable Trust

(Lessee) and the said(s)

Shri.

(1) Shri. PAVINDER MONJAL

341 DELHI EXCAVE

DELMER, DELHI

(2) Shri. Parvez Khan, C.I. 146

P. Campbell

(THE SCHEDULE ABOVE REFERRED TO) Plan, Circle

North.....

East.....

South.....

West.....



SEAL

MOHINI CHANDRAM CHARITABLE TRUST

Rohini, Delhi

SECRETARY

MOHINI CHANDRAM CHARITABLE TRUST

6/3/02

TREASURER

SEAL

Pavinder
Monjal

Parvez
Khan

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI-110085
Principal
Maxfort School, Rohini

(7.)
Signed by Shri. D. K. Chanda, M.A.

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. Chanda, M.A.

The common seal of the
Mohini Chandrami Charitable Trust

(Lessee) is hereby affixed in the presence of
Shri. C. K. Paranjape, M.A.

C. K. Paranjape

(Name and designation) in pursuance of by-law
No.

(Lessee)/Resolution No.

dt. the 6/8/46
of the managing Committee of the
Mohini Chandrami Charitable Trust

(Lessee) and the said (a)

Shri.

- (1) Shri RAVINDER MUNJAL
3 W. DELHI ENCAVE
P.T.M. TMA, DELHI
(2) Shri. Ravinder Kumar, C-2/46
Rohini

(THE SCHEDULE ABOVE REFERRED TO) Plan, Circle
North South
East West



SEAL

MOHINI CHANDRAMI CHARITABLE TRUST

Ravinder Kumar
Secretary

MOHINI CHANDRAMI CHARITABLE TRUST

C. K. Paranjape
Treasurer

SEAL

6/8/46
C. K. Paranjape

for

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI-110059
Principal
Maxfort School, Rohini

Signed by Shri D. P. Mehta (Lessor)

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

(1) Shri D. P. Mehta (Lessor)

The common seal of the
Mohini Chandram Charitable Trust

(Lessor) is hereby affixed in the presence of
Shri C. K. Parikh

T. C. Parikh

(Name and designation) in pursuance of bye-law

No.

(Lessor)/Resolution No.

dt. the 6.7.81

of the managing Committee of the
Mohini Chandram Charitable Trust

(Lessor) and the said(s)

Shri

(1) Shri RAVINDER MONAL

341, DELHI ENCLAVE

NEW DELHI - 110046

(2) Shri Ravinder Kumar Ch. 146

Panampukka

(THE SCHEDULE ABOVE REFERRED TO) New Delhi

North.....

East.....

South.....

West.....

SEAL

MOHINI CHANDRAM CHARITABLE TRUST

Ravinder Kumar Ch.
Secretary

MOHINI CHANDRAM CHARITABLE TRUST

SEAL

Ravinder Kumar Ch.

DELHI ADMINISTRATION : DELHI
LAND & BUILDING DEPARTMENT

Temporary Lease

F 18(3) 97/IL

THIS INDENTURE MADE THIS day of^{July} 1973,

Two thousand and nine hundred and Four between the president of India (here in after called 'The Lessor') which expression shall unless the context require another and different meaning includes its successor and assigns of the one part and

Mohini Chandani Charitable Trust

a Society registered under the Societies Registration Act No. XXI of 1960 and having its registered office at 7, Kapil Vihar, Pitampura, New Delhi (here in after called 'the Lessee') which expression shall wherever the context so admits, include the administrators legal representatives and assigns of the said Society or the other part.

Short in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained and to be observed by the Lessee, the Lessor doth hereby grant to the Lessee a temporary lease of all that plot of land, the absolute property of the Lessor, containing by 1973.50 Sq. mtrs./Acre or there abouts situate at H.S. 2, Sector 23, Rohini which land is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured "red".

Provided that the land is leased for a period of One year subject to the terms and conditions of this indenture and not otherwise.

Clause 1 :—The Lessee shall duly and regularly pay to the Lessor through the Commissioner, Delhi Administration or such other officer as the Lessor may from time to time appoint on this behalf a sum of Rupees 590/- per annum. The rents shall be payable annually in advance and if any portion of the rent be not paid on or before the expiry of fifteen days from the date on which it becomes so payable whether it be demanded or not, it shall be deemed to be in arrear.

Clause 2 :—The lease shall commence on and from the 5th day of July Two thousand nine hundred and Two and the rent for the first year shall be due and payable on that date. The lease is granted for a period of one year/year/s by if, by mutual consent for forbearance, it shall be allowed to continue in force after the expiry of the said period of one year/year/s, then, subject to such modification (if any) as the lessor and lessee may, in writing mutually agree to, the terms and conditions of this lease shall continue to operate and shall have full force and effect.

MOHINI CHANDANI CHARITABLE TRUST

Gurham
Secretary

MOHINI CHANDANI CHARITABLE TRUST

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI 110085

Chandani
Chandani
Chandani

Principal
Maxfort School, Rohini

(2)

Clause No. "3": The Lessor does not grant to the Lessee, but hereby reserves to himself, out of and in respect of the land all existing rights to and over all mines, minerals, coals, earth-oils, gold washings and quarries, in or under the land and all trees and fuel-timber, water courses and drainage channels and all through fares with in and traversing the land.

Clause No. "4": The Lessor and all persons acting under his order shall be at liberty at all times during the said terms to enter upon the said land for any purpose connected with the full discovery and enjoyment of all or any of the rights hereby reserved to the lessor, as well as for the purpose of enforcing compliance with each and all of the terms, conditions and requirement of this lease, and no compensation, whether by reduction or rent or otherwise, shall become due to or shall be recoverable by the lessee, by reason of anything done under the rights herein reserved for powers hereby conferred on the Lessor.

Clause No. "5": The lessee shall not, without the previous consent in writing of the Lessor, sell or mortgage or create any charge-upon or sublet or otherwise transfer all or any of his rights under this lease, and every attempted transfer made without such consent shall be void as against the Lessor.

Clause No. "6": The lessee will not erect upon the land any building or structures by use of the land, only for play-grounds.

Clause No. "7": The lessee shall at all times maintain the land and keep it in a proper sanitary state, to the satisfaction in each case, of the L.G., Delhi or such officer, or body as the President of India may appoint in this behalf. Lessee shall not make any pits or excavations in the land excepting only such excavation as may be necessary for the purpose of maintaining play grounds.

Clause No. "8": The lessee shall not, without the permission in writing to be previously obtained of the Lieutenant Governor Delhi, or such officer, or body as the President of India may appoint in this behalf, at any time, use or cause or permit any person to use the land, for any purpose other than for the play-grounds.

Clause No. "9": Should the land, at any time before the expiration of the original period of (..... year/years) be required by the lessor, the lessor shall be at liberty to resume and take possession of the land hereafter giving to the lessee one month's notice in writing, and determine this lease, and the lessee shall, on the expiration of the terms of the notice peaceably vacate and give up possession of the land. Provided that upon such determination of the lease and peaceable surrender by the lessee of possession (but not otherwise) the lessee shall be entitled to have refunded to him a proportionate part of any rent paid in advance for any unexpired period for which such rent has been paid and no compensation shall be paid to him for the materials of any kind which exists on the land at the time lease is so determined and he will be required to remove from the land before the expiry of one months notice any materials which he may have placed thereon:

Clause No. "10": In the event of any rent being at any time in arrear or of any breach of any other condition of this lease to be observed by the Lessee, the lessor may forthwith and to be observed by the lessee, the lessor may forthwith and without notice, and upon the expiry of the original term (..... year/years) of this lease or at any time thereafter the lessor may, after one month's notice in writing, determine this lease, and shall upon such determination thereon have full rights, power and authority to enter into and upon the land and to resume possession thereon and object the lessee and any person holding of through him therefore, and upon such resumption of possession of the land, all materials and things which at the time of such resumption of possession are in a upon the land, shall vest in and become absolute property of the lessor.

MOHINI CHANDNANI CHARITABLE TRUST

Hursham Singh

Secretary

St. No. 10
Rajendra Nagar
Delhi - 110088
India
Ph. No. 26111111

MANAGER
MAXFORT SCHOOL
Principal
Motor School Roll No. 11111111
Principal

PARK

D.D.A. HOUSING PKT. 3

R.O. 125.24 M 206 M.

H.S. 2 (sub. div.)

A = 8000.0 sq.m

128.05 M 63.82 M 64.23 M

63.67 M 125.5 M 64.23 M

R.O.A.D. 28.0 M



D

D

A

CHENNAI PROJECT PLANNING & DESIGN

H.S. HS. 2 SITE IS A PART
APPROVED 10P OF SEC 23
AND APPROVED BY HONBLE
LEG. IN FILE NO. F 18(3) 97/II

DATED 24.9.01 AT PAGE 1/1

POSSESSION PLAN FOR
H.S. 2 (sub. div.) IN
SEC 23 PH. ROHINI

DATE	5.7.02
SCALE	1:2000
Surveyor	1000
Reviser	1000
Verifier	1000

MOHINI CHANDAN CHARITABLE TRUST

Gurukul Ch.

Secretary

EE ROHINI

Printed

POSSESSION HANDED OVER

POSSESSION TAKEN OVER

MOHINI CHANDAN CHARITABLE TRUST

CHHABIL DASS

Assistant Director (Survey)

Rohini (Plz.) D.D.A.

President

S/7/02

MANAGER
MAXFORT SCHOOL
ROHINI, DELHI - 110085

Principal
Maxfort School, Rohir

Perpetual Lease Deed.

Rukhsar Reh

Mahi Chandan Chawla Trust

Through its President
S/o W/o.....

Lalcharan Singh

document at
Presented by Sh/Smt
S/o W/o.....

R/o.....
in the office of the Sub Registrar
New Delhi on this..... day of.....
between the hours of.....

C. N. Dang.

Sub-Registrar-VII
New Delhi

15/9/2004

Rukhsar Reh

Mahi Chandan Chawla Trust

Amount..... Rohini, Chandan Chawla Trust
S/o W/o..... vendor (Mortg/Brok)
has been identified by Shri.....
S/o..... (Official Witness)
witness No. is known to me. Content of
documents explained to the parties who
understand the consideration and admit
them as parties.

Sub-Registrar-VII
New Delhi

15/9/2004

No. 7445 in Additional Book No.....
Vol No. A22, on Page No. 13 to 15
on this..... day of.....

I have satisfied myself that the document will
fully cover & be sufficient to his Official Capacity, his attendance &
signature are dispensed with and document is
submitted to register.

Sub-Registrar-VII

New Delhi

15/9/2004

Amrit
MANAGER
MAXFORT SCHOOL
ROHINI DELHI 110085

Principal
Maxfort School, Rohini