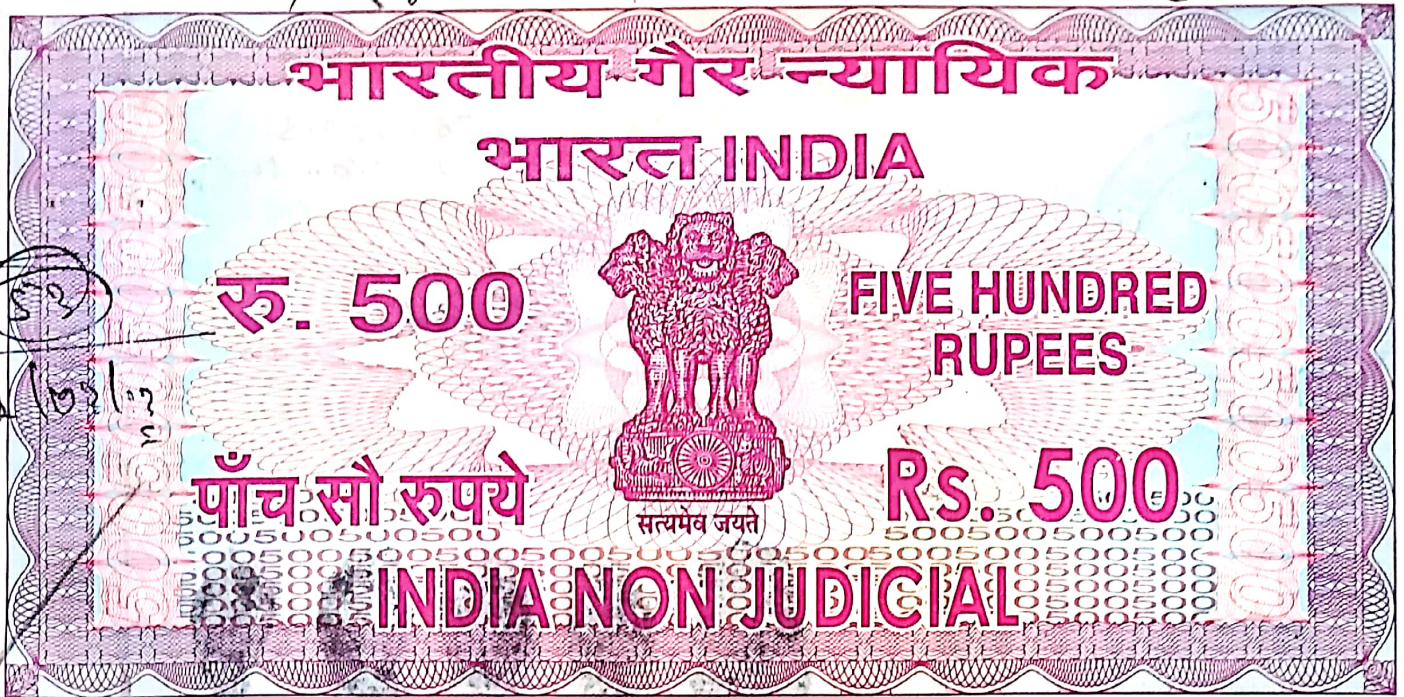


1836 Deed of Agreement

27 1382



झारखण्ड JHARKHAND

Stamp 500 =

A 587753



S. R. Hembram
22/3/2013

एस. आर. हेमब्रम / S. R. HEMBRAM
प्रशासन निदेशक
Controller of Administration
डॉ. अ. प. न्यायिक धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
जमशेदपुर / Jamshedpur-83 1007



AGREEMENT

This Agreement is made on this the 22nd day of March 2013, at Jamshedpur.

BETWEEN

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR), a registered society under Societies Registration Act 1860 with its HQ at Anusandhan Bhavan Rafi Marg, New Delhi 110001, represented by Sri S. R. Hembram, Controller of Administration (Deputy Secretary), National Metallurgical Laboratory, Jamshedpur, a constituent Laboratory of CSIR (herein-after called the First Party) of the one part.

AND

KERALA PUBLIC SCHOOL (KPS), which is a registered trust with Head Quarter at 2/2, Ganga Gangotri Apartments, Kadma, Jamshedpur represented by its Chairman SHRI A.P. R. Nair (herein-after called the SECOND PARTY) of the other part.

22/3/13
Surfaced
₹ 1000 =

S. R. Hembram
22/3/13



19253

08.03.2013

CSIR

NML Jamsheer Pur

Asst

SM/ SM/

G. Das

Licence No.1/ABC/95-07



Handwritten signature and date 29/3/13



एस्. आर. हेम्ब्रम / S. R. HEMBRAM
प्रशासन नियंत्रक
Controller of Administration
के.जी.ए.ए. राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
जमशेदपुर / Jamsheer Pur - 831 007

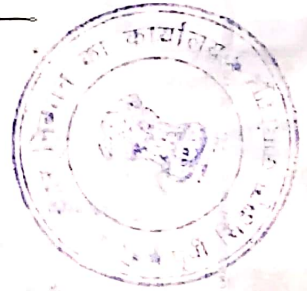


एस्. आर. हेम्ब्रम पिता स्व. मंगलचंद्र

एस्. आर. हेम्ब्रम

पान की लावाक डे

29/3/13



29/3/13

Handwritten signature

29/3/13

2:

The terms, FIRST PARTY and SECOND PARTY shall unless excluded by or repugnant to the context include its executives, administration, successor in office and the authority and assignees, permitted to act as FIRST PARTY and SECOND PARTY respectively.

And whereas the Jamshedpur is one of the National Laboratories of the FIRST PARTY herein after to be referred to as the NML (CSIR), whereas the SECOND PARTY is THE KERALA PUBLIC SCHOOL, head quartered at Jamshedpur.

And whereas the First party is the Sub Lessee Under Tata Iron & Steel Company Limited, a company duly incorporated under the Indian Companies Act, 1882 and having its registered office at 24, Homi Modi Street, Mumbai. As a matter of fact, the Tata Iron & Steel Company Limited is itself the Lessee Under the state of Bihar and the present FIRST PARTY is the sub lessee to Tata Steel for establishment of their office and has constructed a huge structure and other provisions to that, such as, roads and other means of communication, street lights, works for the supply of water, electricity hospital, school, open space for recreation and various other public work and places and as also for quarters.

AND WHEREAS the above structure has been constructed by NML, CSIR, Jamshedpur after due sanction and grant of sub-lease by TATA STEEL which has been affirmed and approved by the state Government on the terms mentioned in the lease deed of the year ~~1939~~ 1993.


AND WHEREAS after construction of the huge structure and day-today amenities to the employees of the FIRST PARTY, THE FIRST PARTY is in need of their own or to establish a school through the help of any reputed organization of India. In that view of the matter, the FIRST PARTY requested the authorities of KPS

Contd....3

:3:

TRUST at its headquarters for establishment of a school in the premises leased out in favour of the First Party by the TATA STEEL authorities and after due deliberation and negotiation between the parties, the second party agreed initially after coming to know that the First party itself is a sub-lease to the approval from TATA STEEL Ltd., for establishment of a Kerala Public School in the land as created in favour of the FIRST PARTY. In the context mentioned herein above, the First party approached the TATA STEEL Ltd, and the General Manager, town Services, TATA STEEL, vide his letter No. TA/S20D/6953 dated 25.12.1999 has been pleased to give a no objection in favour of the FIRST PARTY to enter into an agreement with KPS trust for a period of 30 years for running English medium school over the land leased out in favour of the FIRST PARTY (letter enclosed as Annexure to this document). In the context to the letter mentioned above and the correspondence and negotiations between the parties, the terms and conditions which are agreed upon are as follows:

TERMS AND CONDITIONS

1. That the First party shall provide a space  with the existing building(s) therein in the area adjacent to the NML Agrico Colony (As per the drawing/ Map annexed) to the SECOND PARTY for running of a School under the name of NML- Kerala Public School, Jamshedpur.
2. That the aforesaid school shall be run and managed by the KPS Trust. The staff of the NML Kerala Public School, Jamshedpur shall be the employees of KPS Trust and shall be governed by the Service conditions of Rules and regulations of KPS Trust.
3. That the course to be adopted in the school shall be of C.B.S.E., Delhi for 10+2, and all the students shall have to pay the fees whether they are children or ward of employees.

Contd...4



:4:



4. That the son(s) & daughter(s) and such wards of the regular employees of the First party Shall be given first preference in admission in the school subject to the payment of scheduled fees.
5. That the school committee at NML Kerala Public School shall be constituted by the authority of the KPS Trust and as per the Central Board of Secondary Education norms, in which minimum five nominees of Director, CSIR-NML, shall be included in the Local Managing Committee.
6. CSIR-NML would not enter into a liability or pay any amount whatsoever expect leasing the land to KPS in the establishment / running of the school.
7. That the Second party agrees to develop the school in the schedule land in accordance with approval from the local authority.
8. That the funds required for the development of the building and other structure in the schedule land for the purposes of NML- Kerala Public School, shall be arranged by the Second Party.
9. That the KPS Trust shall determine and revise the schedule fee from time to time in consultation with the Managing Committee of NML Kerala Public School.
10. NML Staff and ward may be allowed to use the play grounds of the school after school hours.
11. That in case of closing of the school due to any reason whatsoever the KPS Trust will be entitled to get a sum of money determined by arbitrator in lieu of the property created on the NML premises through its own resources.

Contd....5



12. That the FIRST party shall maintain the surrounding of the school premises such as drainage system, other civilised system cleaning of roads and footpath whereas the second party shall maintain the building and the school premises including the boundary wall under this agreement for a period of 30 years or as determined by the parties.
13. That the Second party shall establish and maintain the school named above in an efficient manner so that it becomes model for other educational Institutions.
14. That the Second Party further agrees and assures the authority of NML that the school will always remain recognized by the Central Board of Secondary Education, Delhi for 10+2 standard.
15. That both the parties agree that the school building will be used only for the educational purpose and the purpose correlated to education such as annual function of the school, educational seminars, hosting of other relevant educational function etc.
16. That the Second party shall pay to the First Party a token rent of Re one per month for the use of land, building, furniture and fixtures in the building of the school scheduled hereunder.
17. That the Second Party shall maintain the regular wear and tear in the school complex and to the school building including the payment of Electricity and water charges to the concerned authority as per consumption of the same. The municipal charges and rent to the revenue deptt. Shall however, be paid by the FIRST PARTY.
18. That the Second Party agrees and undertakes that in every class from Lower K.G. to Plus Two level, the children (wards of the employees of the NML, and their dependant shall be admitted in the school on priority and thereafter the rest of the students if any will be admitted from outside)

Contd....6



19. Subjected to clause 18 above, the admission of students in the school shall be strictly according to the principles and guidelines laid down by the school Managing Committee.
20. That the Second Party undertakes to submit the detail of the children of the employees of First Party who are taking education in the school.
21. That the second party shall be entitled to construct the permanent structure such as building in the school complex from their own resource on approval by the school Managing Committee.
22. That the Second Party shall take a written approval for addition, alteration and construction etc. in the school premises from the First party submitting the plan to that effect and thereafter the Second Party shall submit for approval before the competent authority at Jamshedpur.
23. That the First Party shall be the owner of the entire school building in the schedule land and the fixtures thereon but the Second Party shall be entitled to remove the movable furniture and assets created by the school in the event of the closure due to any circumstance. In the building the right of the Second party will be the right of use fructually.
24. That the First party agrees to provide a residential accommodation for the Principle of the school on payment of the License fee / municipal taxes, electricity and water charges in equal to the charge being charges from other employees of NML.

Contd....7

:7:



2.5 That this agreement shall be subject to termination by either party on giving at least two years notice in writing.

2.6 That the second Party shall maintain all the possible plans and time to time circulars issued by the local Managing Committee of the School for maintaining the school.

2.7 That in the event of any breach of the terms or violation of this agreement by the Second Party, which are to be observed by the, the FIRST PARTY shall have right to terminate the agreement by giving on year prior notice in writing to the Second Party, but if such breach or violation of terms and conditions are remedied by the Second Party within three months time from the date of receipt of termination notice, the said notice will be withdrawn by the FIRST PARTY

2.8 That in case of any dispute or difference between the parties the same shall be resolved by the parties in accordance with the provision of arbitration and Conciliation Ordinance. 1996 or any statutory notification thereof and parties to the agreement are bound to resolve the dispute through an arbitral tribunal, where in both the parties may nominate one arbitrator each.

2.9 That the period of this agreement in favour of the Second Party, by the FIRST PARTY, shall be for 30 years from the date of signing of the agreement.

Contd..8

:8:



30. That before the expiry of period of lease i.e. 30 years this agreement, in favour of Second Party, the FIRST PARTY has to give one year prior notice in case of intention of the FIRST PARTY for non-renewal of the same. But in case of any good understanding between the parties the same can be renewed for a further period on the terms and conditions to be decided at the relevant time.
31. That in the event of closure of the institution, all the liabilities of the children, such as money received by the school authority on account of caution money, security deposit and others shall be refunded to the students and Management of NML (CSIR) shall not be responsible for the same.
32. That the KPS Trust shall not be responsible for the educational career of the students on the closure of the school due to sudden cessation or termination of this agreement and in that circumstances, the parents of the students have no right to claim anything from the KPS Trust, but they can request the NML (CSIR) authorities, the FIRST PARTY, to get the school continued.

Contd....9



SCHEDULE OF THE PROPERTY

Area : 03.00 Acres
Boundary : West : Bhuiyandih Basti South: NML Land
East : Oxygen Colony North: Buiyandih Basti
Particulars : Plot No. 2421, 2359 and 3241 Mauza-Sakchi, Dist.-East
Singhbhum, Jharkhand

It witness whereof the parties to the agreement have put their seal and signed on this the day, month and year mentioned above.

Witness:

1. *Vinod Kumar*
22/03/13
2. *Jishnu*
22/03/13

S. R. Hembram
22/03/2013
एस० आर० हेम्ब्रम / S. R. HEMBRAM
प्रशासन-नियंत्रक
Controller of Administration
वै.ओ.अ.प.-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
जमशेदपुर / Jamshedpur-83 1007

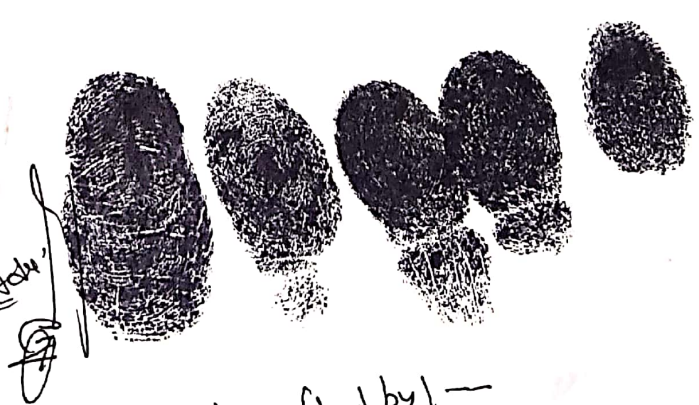
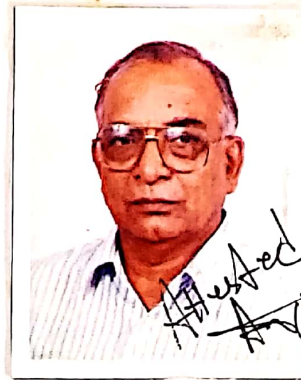
SEAL AND SIGNATURE OF FIRST PARTY

Witness:

1. *K. Muralidharan*
22/03/13
2. *Murali*
22/03/13

K. Muralidharan
22/03/2013
CHAIRMAN
KERALA PUBLIC SCHOOL TRUST
ULIYAN KADMA
JAMSHEDPUR-831005

SEAL AND SIGNATURE OF SECOND PARTY



Drafted by
(Associate)
22/03/2013



निबंधन विभाग, झारखंड
जमशेदपुर
जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token Date/Time: 22/03/2013 16:20:10

Token No: 53

| | | | | | |
|--------------------------|-----------------------------------|----------------|-------------|---------------|------------|
| Document Type | Agreement | Presenter | S.R.Hembram | Date of Entry | 22/03/2013 |
| Presenter Name & Address | Q.No.A/4/04,N M L Flat,Agrico,Jsr | | | Total Pages | 22 |
| Stampable Doc. Value | 0 | DOE | | Book | 1 |
| Document Value | 0 | Stamp Value | 500 | CNO/PNO | |
| Special Type | | Serial No. | 0 | | |
| Remarks / Other Details | | Old Serial No. | / | | |

| Property Details: | | | | | | | | | | |
|-------------------|--------|---------|-------|---------|---------|-----------|------|----------|------|------------|
| Anchal | Th.No. | Wrd/Hlk | Mauza | Kh. No. | Plot No | Plot Type | H No | Category | Area | Min. Value |

| Other Property Details: | | | | | | | |
|-------------------------|---------|-----|-------|----------|------|------|--------|
| Property Type | Th. No. | Wrd | Mauza | Location | Area | Rate | Amount |

| Party Details: | | | | | | | | |
|----------------|------------|---|-----------------------|----------|---------|----------|-----|------------------------------------|
| SN | P Type | Party Name | Father/Husband | Occup. | Caste | PAN/F 60 | UID | Address |
| 1 | Executant | Council Of Scientific And Industrial Research(C S I R) Rep.By S.R.Hembram | Late Matal Hembram | Service | General | | | q.no.A/4/04,N M L flat, agrico,jsr |
| 2 | Claimant | Kerala Public School Trust (K P S)Rep.By A.P.R.Nair | Late P.K.R.Nair | Business | General | | | q.no.2/2,gangotri appt.,kadma,jsr |
| 3 | Identifier | Vinod Kumar | Bachcha Kishore Singh | Service | General | | | A/I V / 38,N M L flat, agrico,jsr |
| 4 | Witness1 | Vinod Kumar | Bachcha Kishore Singh | Service | General | | | A/I V / 38,N M L Flat,Agrico,Jsar |
| 5 | Witness2 | K.Murulidharan | Late K.V.G.Menon | Business | General | | | 2422,vijaya heritage,kadma,jsr |

| Fee Details: | | |
|--------------|-------------|----------|
| SN | Description | Amount |
| 1 | E | 1,000.00 |
| 2 | SP | 330.00 |
| Total | | 1,330.00 |

Signature
22/3/2013

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंट्री की गई है।

प्रस्तुतकर्ता का हस्ताक्षर

डाटा इंट्री ऑपरेटर का हस्ताक्षर

उपर्युक्त ने इस दस्तावेज के निष्पादन को मेरे समक्ष स्वीकार किया

जिसकी पिता है

पहचान पेशा है।

निवासी है।

निबंधन पदाधिकारी का हस्ताक्षर



निबंधन विभाग, झारखंड
जमशेदपुर

Token No.53 Token Date: 22/03/2013 16:20:10
Deed No./Year :1836/1382/2013
Deed Type: Agreement

| SN | Party Details | Photo | Thumb |
|----|--|-------|-------|
| | Council Of Scientific And Industrial Research (C S I R)Rep.By S.R.Hembram Father/Husband Name:Late Matal Hembram (Executant) q.no.A/4/04,N M L flat,agrico,jsr | | |
| | Kerala Public School Trust (K P S)Rep.By A.P.R.Nair Father/Husband Name:Late P.K.R.Nair (Claimant) q.no.2/2,gangotri appt.,kadma,jsr | | |
| | Vinod Kumar Father/Husband Name:Bachcha Kishore Singh (Identifier) A/1 V / 38,N M L flat,agrico,jsr | | |
| 4 | Vinod Kumar Father/Husband Name:Bachcha Kishore Singh (Witness1) A/1 V / 38,N M L Flat,Agrico,Jsr | | |
| 5 | K.Murulidharan Father/Husband Name:Late K.V.G.Menon (Witness2) 2422,vijaya heritage,kadma,jsr | | |

Book No. 1
Volume 57
Page 31 To 52
Deed No 1836/1382
Year 2013
Date 22/03/2013 16:48:34

District Sub Registrar

Signature of Operator





CSIR-NML

राष्ट्रीय
धातुकर्म
प्रयोगशाला

National
Metallurgical
Laboratory

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)
जमशेदपुर - 831 007, भारत

(Council of Scientific & Industrial Research)
Jamshedpur - 831 007, INDIA



No.NML-2(18)/NML-KPS.(02)E-III

Dated: 28-06-2013

From : The Director
CSIR-National Metallurgical Laboratory

To : The Secretary,
Central Board of Secondary Education
New Delhi

Sub : NOC to NML-Kerala Public School for CBSE Affiliation.

Dear Sir,

We have 10 acres of land sub-leased to us by Tata Steel in the year 1993 for our educational and socio-activities.

On this land we constructed a block consisting of four rooms to start a Nursery School. Since we did not have a professional school management, we outsourced it along with the land measuring 3 acres to Kerala Public School Trust, an NGO with rich experience in the field of education.

The aforesaid School (now named as NML-Kerala Public School) was given along with 3 acres of land to Kerala Public School Trust vide Registered deed of Agreement (Regn. No.1836 dated 22-03-2013) for a period of 30 years. This period is extendable after expiry on mutual consent.

The Schedule of the land given to school is as stated below :

| | | |
|-------------|---|---|
| Area | : | 03.00 Acres |
| Boundary | : | West : Bhuiyadih Basti South : NML Land East : Oxygen Colony North : Bhuiyadih Basti |
| Particulars | : | Plot No. 2421, 2359 and 3241 Mauza-Sakchi, District : East Singhbhum, Jharkand |

We hope this clarifies the position of the land and would request you to consider the application of NML Kerala Public School and the affiliation may kindly be granted at your earliest.

Thanking you,

Yours faithfully,

(S. R. Hembram) 28/6/2013
Controller of Administration
प्रशासनिक नियंत्रक
वे.ओ.अ.प.-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
Jamshedpur-831 007

Attested
Bishnu Charan Sahoo
05.12.13
बिष्णु चरण साहू/BISHNU CHARAN SAHOO
प्रशासनिक अधिकारी
Administrative Officer
वे.ओ.अ.प.-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
जमशेदपुर/Jamshedpur- 831 007

Phone : +91-657-2345000 (O), Fax : +91-657-2345213 / 2345153



Scanned with OKEN Scanner