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AGREEMENT

This indenture made the 02<sup>nd</sup> day of Feb 87 between the President of India (hereinafter called the Lessor) of the one part and the Kendriya Vidyalaya Sangathan a Society registered under the Society Registration Act (hereinafter called the Lessee) of the other part.

Whereas the Lessor has agreed to demise the plot of land herein after described to the Lessee in manner hereinafter appearing.

Now this indenture witnesseth that in consideration of the rent hereinafter reserved and of covenant of the part of the Lessee hereinafter contained the lessor doth hereby demise un-to the Lessee All that plot of land containing by admeasurement, 10.00 acres situated at Old Sy.310 part in No.12 FBSU-AF Naliya of which said plot of land is more particularly described in the Schedule here under written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured Red.

Together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appurtenant Excepting and Reserving upto the Lessor all mines, minerals, mineral substances or every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying the same (Paying the lessee reasonable compensation for all damage done) and also all timber fruit trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell cut and carry away the same. To hold the premises hereby demised upto the Lessee in perpetuity from the 30th day of November 1981 paying therefor the yearly rent of Rupee 1/- (Rupees One only) clear of all deduction on the 29th day of November 1981 each year at the Office of the Military Estates Officer or such <sup>other</sup> places as the Military Estate Officer shall from time time appoint in this behalf the first of such payment has already been made.

*Handwritten:* Dr. N. SHARMA  
 Dr. Commissioner, Kendriya Vidyalaya Sangathan  
 (Ministry of Education)  
 NEW DELHI

*Handwritten:* K. DURUWARAN  
 Dy. Commissioner, Kendriya Vidyalaya Sangathan  
 NEW DELHI

*Handwritten Signature:* [Signature]  
 Defence Estates Officer  
 Gujarat Circle  
 Ahmedabad  
 Cont'd.....2/-



I. AND THE LESSEE DOTH HEREBY covenant with the lessor.

- (1) To pay unto the lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
- (2) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be imposed charged or assessed upon the premises hereby demised or the building to be erected thereupon.
- (3) Not to cut down any of the timber, fruit trees or other trees now or at any time hereafter growing on the premises hereby demised but to preserve them in good order, it become necessary to cut down a tree, it may be done by the Defence Estate Officer who will dispose of the same and credit the sale proceeds to the Govt.
- (4) Not to make any excavation, in the land hereby demised or remove any mineral, mineral substances of any descriptions sand or clay from the said land without the consent of and in accordance with the terms and conditions prescribed by the Defence Estate Officer.
- (5) Within 12 Calendar month next after the date of the present at their own cost to erect and finish fit for use on the premises hereby demised Central School, Building, Hostel, Teacher accommodation, play ground in accordance with a plan or plans to be approved in writing by the Officer Commanding of the Station and not to erect or suffer to be erected on any part of the premises hereby demised any building without the previous consent in writing of the Central Officer Commanding-in-Chief the Command.
- (6) Not to make any alterations in the plan or elevation of the said School Building, Hostel, Teachers' accommodation and play grounds without such consent as aforesaid and not to use the same or permit the same to be used for any purpose

SEAL OF SUB REGISTRAR  
NAKATRAVA

*M. N. Sharma*  
(M. N. SHARMA)  
Commissioner



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NAKHTURONA

7. The responsibility for maintenance of the premises will rest with the lessee. The lessee shall make no structural alterations, erect any new structures in or upon any part of the premises and instal there in fitting without the prior approval of the Lessor. No compensation shall be paid for the aforesaid additions and alterations on delivering up the premises and benefit of such additions and alterations shall accrue to the Government. If the lessor so desires, the Lessee shall at its cost restore the premises in the same condition as they were at the commencement of the presents.
8. Not to assign, underlet, transfer or handover possession of the said land and buildings or part thereof or any of their right/rights there-in under these presents without sanction of the Lessor on such terms as to revision of rent, period of lease and other matter as may be deemed fit to impose.
9. To pay all charges in respect of electric power and light and water used on the said premises during the currency of the lease at the schedule of rates current and as may be revised by the Garrison Engineer, Military Engineering Service of the Station from time to time.
10. To pay all existing and future rates, taxes, assessment charges and other outgoings of every description in respect of the said premises if legally leviable and levied.
11. To pay all the taxes, assessment charges that may be recoverable under Cantonment Act, 1924 in respect of the said premises during the period the buildings are with the lessee.
12. At all time to keep the said premises in good and substantial repair to the satisfaction of the officer commanding the station, and on determination of the lease to hand over the 'said premises' in the same condition as they were at the commencement of these presents fair wear and tear and damage by fire or other cause beyond the control of the legse being expected or at its option to pay compensation in lieu thereof provided that such compensation shall not exceed the value of the said premises on the date of determination of the presents

*M. N. SHARMA*  
M. N. SHARMA



if they had remained in the same condition of repairs as they were in at the commencement of this lease.

13. Not to remove any fixture and fittings from the premises existing at the commencement of this lease without the previous permission of the lessor.
14. Registration Charges, if any, shall be borne by the lessee.
15. The Lessee shall permit the Government with or without workmen to enter upon and view the condition of the said premises at all reasonable times upon prior notice.
16. During the occupancy of the premises and on delivering up of the premises, the lessee shall be liable for any damage caused to the premises, and to the fixtures and fittings as per inventory attached to the Deed and and shall pay compensation in lieu thereof; fair wear and tear and damage by fire or other natural cause not occasioned by wilful act or default of the lessee excepted. The decision of the officer Commanding/Station/Sub Area Commander on the question whether any damage is caused to the premises and the amount of such compensation shall be final and binding on the parties.

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear of unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Defence Estate Officer any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained then and in such case, the Lessor may notwithstanding the waiver of any previous cause or right or reentry enter upon any part of the premises hereby demised or of the building thereon in the name of whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall stand determined and the lessee shall not be entitled to any compensation whatsoever.

III. PROVIDED ALWAYS that it shall be lawful for the lessor at any time or times during the said term on giving thirty day's notice in writing to resume possession of determine tenancy of the lessees of the said land or any part thereof without making to the lessee/lessees any compensation on account thereof save only a fair payment for the authorised buildings erected by the lessee, cost where of will be assessed by the lessor and the amount of such compensation so fixed by the lessor shall be final and binding.

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HYDRABAD

*M. Narayana*

SHARMA



as and when required for such temporary use as deemed fit without payment of any rent compensation.

V. PROVIDED ALSO that during times when School buildings other than class room, laboratories, hostels and like are not in use the same may be made available free of rent to the local Military Authorities for temporary use for defence/recreation/training purposes.

VI. PROVIDED ALSO that in the event of the premises or a part thereof being no longer required by the lessee the lessor shall have the right to purchase the said buildings from the lessee on payment of the lessee of the value of the building as assessed by the Garrison Engineer, Military Engineering Service of the Station. In the event of lessor not purchasing the said buildings, the lessee shall be entitled to remove the buildings within one month after communication of the decision of the lessor. If the lessees fail to remove the buildings the same shall remain to the use of and be vested in the lessor and the lessee shall not be entitled to any compensation whatever therefor.

VII. In the event of dissolution of the lease the said land as also the buildings standing thereon shall vest on the lessor.

VIII. PROVIDED ALSO that the expression "President of India" and the Lessee/Lessees herein before used shall unless such an interpretation be inconsistent with the context include in the case of former his successors and assigns and in the case <sup>of</sup> <sup>it</sup> <sub>later</sub> its successors and assigns.

The Schedule above referred to.

All that piece and parcel of land situated at 12 FRSU-AP Waliya Survey No. 310 part and bounded :-

- On the North by : EW BPL.
- On the South by : Main Road.
- On the East by : Officer's Mess.
- On the West by : Main Road.

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

On behalf of the President of India in the presence of.

Witness. 1. [Signature]  
(C. S. RAJAWAN) SDI

[Signature]  
Defence Estates Officer  
Gujarat Circle, Ahmedabad.  
Ahmedabad Circle

Signed on behalf of the Kendriya Vidyalaya Sangathan in the presence of;

Witness. 1. [Signature]  
(K. P. RAJYAGURU)

[Signature]  
Deputy Commissioner  
Kendriya Vidyalaya Sangathan  
New Mehrauli Road,  
New Delhi-110 067.  
(J. N. SHARMA)  
Dr. Commissioner (Admn.)

SCAL OF SDI & REGISTRAR  
MAHARAJA