

2624



AGREEMENT (LEASE DEED)



THIS INDENTURE made the 2nd Sep. 1944 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. through  
 Principal K.V.C.M.M. Jalapur

HERE AS 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 the covenant of on the part of the lessee  
 hereinafter contained the lessor oath hereby demise unto the lessee  
 ALL THAT plot of land containing by admeasurement 12.00 acres, out of  
 GLR Sy. No 396 of Jabalpur Cantt. 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 together with the buildings standing thereon as  
 described in detail in Schedule II hereunder. TOGETHER with all rights  
 easements and appurtenances whatsoever to the said plot of land  
 belonging or in any wise appurtenant EXCEPTING AND RESERVING unto the  
 lessor all mines, mineral, mineral substances of 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 expendient 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 Defence Estate  
 Officer/Commandant) with right of entry to mark, fell, cut and carry  
 the same TO HOLD the premises hereby demised unto the lessee in  
 each year at the  
 of the Defence Estates Officer or such other places as the  
 Estate Officer shall from time to time appoint on the behalf  
 of the lessee in full satisfaction of the sum of such payment to be made on the

AND THE LESSEE OATH HEREBY CON-VENANT WITH THE LESSOR.

(1) To pay unto the lesser Rupee one only (Rs.1/-) the yearly  
 rent hereby reserved on the days and in the manner here in  
 before appointed.

(2) From time to time all all times to pay and discharge all  
 rates, taxes, charges and assessments of every description which  
 may from time to time hereinafter be imposed, levied, assessed

Joint Commission of Enquiry  
 केन्द्रीय विद्यालय संगठन  
 KENDRIYA VIDYALAYA SANGATHAN  
 संयुक्त आयोग (प्रमाण 7)

25/9

केन्द्रीय विद्यालय संगठन मेरठ

पुरातन शु.....  
 वनपत्र शु. 10/-  
 नगर पालिका/नगर निगम ✓  
 उपकर.....  
 प्रतिरिक्त..... 3.10  
 कुल योग- 10.10

उप-पंजीयक  
 जबलपुर (म.प्र.) ✓

श्री एस. डेविकेही श्री. पो. आर. डेविकेही

द्वारा उप-जिला जबलपुर  
 जिला-जबलपुर के उप-पंजीयक के  
 कार्यालय में तारीख... 2-SEP-1994  
 को प्रेषित किया गया है।  
 प्रमुख जिला मंत्री

श्री. एस. डेविकेही ✓

प्राचार्य-Principal  
 केन्द्रीय विद्यालय Kendriya Vidyalaya  
 श्री. सुप्र. एम., जबलपुर C.M.M., Jabalpur



(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. If during the course of construction, of school building it becomes 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 Government.

(4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description sand or clay from the said land without the consent of and in accordance with the term and conditions prescribed by the Defence Estate Officers.

(5) Within twenty four calendar months next after the date of these presents at their own cost to erect and finish for use on the premises hereby demised Kendriya Vidyalaya Building, hostel, teachers 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 General Officer Commanding-in-Chief the Command.

(6) Not to make any alterations in the plan or elevation of the said school building, hostel, teacher's accommodation and pay bounds without such consent as aforesaid and not to use the same or permit the same to be used for any purpose other than use of accommodation for school, hostel buildings and of play bounds.

The responsibility from 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 therein fittings without the prior approval of the lessor. No compensation shall be paid for the aforesaid additions and alterations on delivering up the premises and the 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 these presents.

(8) Not to assign, under let, transfer or hand over possession of the said land and buildings, or part thereof or any of their right/rights therein under these presents without sanction of the

*Handwritten signature*  
 Joint Commissioner (A. Inn.)  
 Kendriya Vidyalaya Sangathan  
 KENDRIYA VIDYALAYA SANGATHAN  
 Joint Commissioner (A. Inn.)  
 Kendriya Vidyalaya Sangathan

299

II डिप्टी सेट ऑफिसर वाय. ए. ए.

श्री एस डेविडेही के आर. डे. त्रिवेदी  
प्रिन्सिपल, उन्नीय विद्यालय  
सि. एम. एम.  
जबलपुर (पुष्ट्यागिता)

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1. श्री अजयनाथ पुष्कर पिला राम प्रसाद पुष्कर  
सा. म. नं. 1224/1 द्वि. शिक्षा विभाग, जबलपुर

2. श्री एम. शर्मा के राधावल्लभ शर्मा  
सा. T/2 CNM जबलपुर

की वापस पुस्तकें/सामग्री/प्रतिलिपि  
की रिपोर्ट के विषय में की गई  
तारीख ..... 21 SEP 1994



(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 or 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 out goings to evry description in respect of the said premises if legally leviabale and levied.

(11) To pay all taxes, assessment charge that may be recoverable under Cantonment Act, 1924 in respect of the said premises during the period of the buildings are with the lessee.

(12) At all times 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 handover 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 causes beyond the control of the lease being expected or at its option to pay compensation shall not exceed the value the said premises on the date of determination of presents, if they had remained in the same structural state and 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 permises 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 damages caused to the premises and to the fixtures and fittings as per inventory attached to the Deed and shall pay compensation in lieu thereof, fair wear and tear and damage by fire or other natual causes not occasioned by wilful act or default of the

*S. S. ...*  
 संयुक्त आयुक्त (प्रशासन)  
 Joint Commissioner (Admin)  
 केन्द्रीय विद्यालय काठमांडू  
 KEMBRIYA VIDYALAYA SAKRE  
 काठमांडू

अध्यापक  
 Lecturer  
 मध्य विद्यालय  
 Middle School  
 काठमांडू

07

दस्तावेज संख्या 30 संतोष उपाध्यक्ष

संतोष उपाध्यक्ष



Principal  
 2-9-94  
 प्रधानाचार्य Principal  
 केन्द्रीय विद्यालय Kendriya Vidyalaya  
 सी.एम.एम., जबलपुर C.M.M., Jabalpur

संबन्धीत विषय/पत्रिका/प्रमाणिका  
 श्री स्व.दे.प्रिन्सिपल के पत्रों का निवाचन  
 मेरे सम्बन्ध में... 2-SEP 1994  
 को लिया गया।

*[Handwritten signature]*  
 2-9-94

*[Handwritten signature]*

*[Handwritten signature]*

प्रमाणिका को श्री रमेश. भागपाल द्वारा सम्पन्न अधिष्ठात्री  
 श्री जे.एल.सु. भंडाल  
 श्री जे.एल.सु. हावकी.  
 2 SEP 1994

आज्ञाकारी  
*[Handwritten signature]*





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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 dasys 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 Military Estates Officer and breach by the lessees or by any person claiming through or under him of any of the covenants or conditions herein before contained them and in such case the lessor may not withstanding the waiver of any previous causes or right or re-entry enter upon any part of the premises hereby demised, or of the building thereon in the name of the whole and there upon the said premises and building shall remain 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 days notice in writing to resume possession of and determine tenancy of the lessees of the said land or any compensation on account thereof save only a fair payment for the authorised buildings erected by the lessee, cost whereof will be assessed by the lessor and the amount of compensation so assessed by the lessor shall be final and binding on the lessee.

IV. PROVIDED ALSO that unbuilt portion of demised land will be made available on the short notice to the local Military authorities as and when required for such temporary use as deemed fit without payment of any compensation.

V. PROVIDED ALSO that during times when School Buildings other than classroom, 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 to 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 building, the lessee shall be entitled to remove the buildings within one month after communication of the decision of the lessor. If the lessee fail to remove the buildings the same shall remain to the use of and be vested in the lessor and lessee shall not be entitled to any compensation whatsoever therefore.



VIII PROVIDED ALSO that the expression "President of India" and the lessee/lessor's herein before used shall unless such an interpretation be consistent with the context include in the case of the former his successors and assign and in the case of latter its successors and assigns.

The Schedule above referred to.

All that piece and parcel of land Register situated at recorded in the General Land Register of the Cantonment as Sy. No. 396, Jabalpur Cantt. admeasuring 12.00 acres.

and bounded

On the North by	:	Sy. No. 396 Pt.
On the South by	:	-do-
On the East by	:	-do- and Sy. No. 436 Pt.
On the West by	:	Sy. nNo. 396 Pt.

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]  
Asstt. Defence Estate Officer  
Jabalpur Circle, Jabalpur Cantt.
2. [Signature]  
stenographer.

[Signature]  
DEFENCE ESTATES OFFICER,  
Jabalpur Circle,  
Jabalpur Cantt.  
रक्षा सम्पदा अधिकारी  
जबलपुर कैंटनमेंट, जबलपुर छावनी  
Defence Estates Officer  
Jabalpur Circle, Jabalpur Cantt.

Signed by above Lessee.

Witness :-

1. [Signature]  
Joint Commissioner (Admn.)  
KENDRIYA VIDYALAYA SANGATHAN  
NEW DELHI
2. [Signature]  
(D. N. Puri)

[Signature]

Signature of Lessee  
(Seal)  
संयुक्त आयुक्त (प्रशासन)  
Joint Commissioner (Admn.)  
केन्द्रीय विद्यालय संगठन  
KENDRIYA VIDYALAYA SANGA  
नई दिल्ली/NEW DELHI



253  
92-8-23

$$2 + 2 + 2^{\omega} + 2 + 2 = 90$$

4-7

किस क्षेत्र/विभाग में कोई कट छाट नहीं है।  
एक क्षेत्र/विभाग में घुट कट खो पकित कट  
पर की गई कट छोट दिव्यादक द्वारा प्रमापित  
की गई है।

जय-वकीर, अजमेर

2 SEP 1994

नाम राजेश ... वास ...  
... का पता ...  
... के घुट 62/23  
पर छमाक ... देकर पंजीय  
किया गया 3632

जय-वकीर  
अजमेर (म.प्र.)

मुद्रांक घु ...  
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... ...  
... ...  
... ...  
... ...  
कुल योग - ...


जय-वकीर  
अजमेर (म.प्र.)

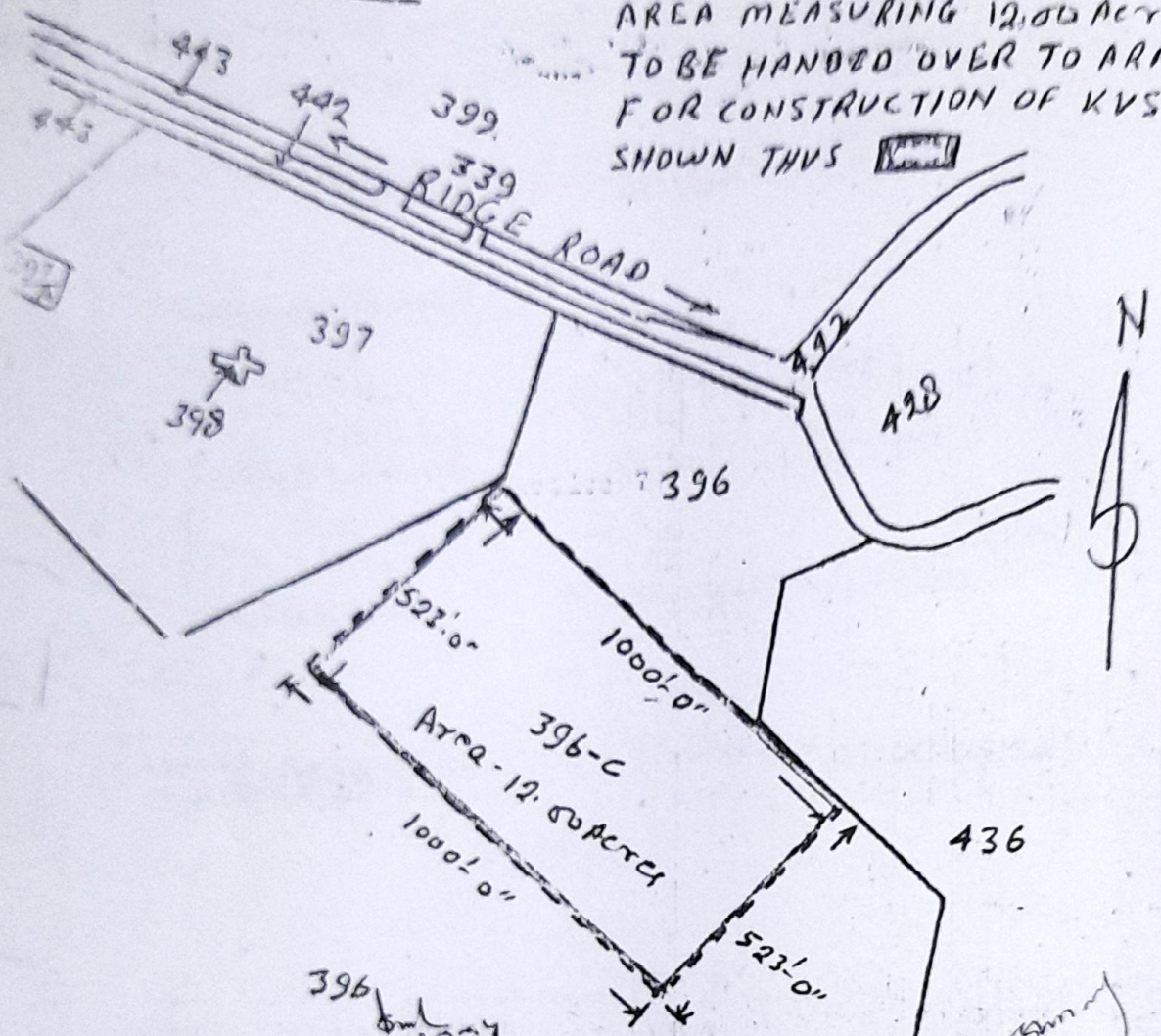


EXTRACT FROM G.R. PLAN IN RESPECT  
SY. NO-396(P1) JABALPUR CANTT.

SCALE: 1" = 1 MILE

LEGEND

AREA MEASURING 12,00 ACRES  
 TO BE HANDED OVER TO ARMY  
 FOR CONSTRUCTION OF KVS  
 SHOWN THUS 



Principal,  
 Kendriya Vidyalaya  
 सी.एम.एम., जबलपुर C.M.M., Jabalpur

*(Signature)*  
 संयुक्त आयुक्त (प्रशासन)  
 Joint Commissioner (Admin.)  
 केन्द्रीय विद्यालय संगठन  
 KENDRIYA VIDYALAYA SANGATHA  
 नई दिल्ली/NEW DELHI

रक्षा वापदा अधिकारी  
 जबलपुर कैंटन, जबलपुर जिल्ला  
 Defence Estates Officer  
 Jabalpur Circle, Jabalpur Can

HANDED OVER BY

TAKEN/HANDED OVER BY

*(Signature)*  
 Ref. M.F. JBP.

TAKEN/HANDED OVER BY

Verified

*(Signature)*  
 (S.K. DIXIT)  
 Ref. DEO JBP

*(Signature)*  
TAKEN OVER BY

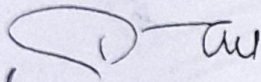
सहायक आयुक्त  
 Joint Commissioner

HANDING / TAKING OVER CERTIFICATE

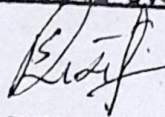
We the undersigned have today on 03rd July May, 91,  
Handed/Taken over the vacant possession of land measuring  
12.00 acres out of Sy.No.396 Jabalpur Cantt. Classified ~~as~~  
as A-1 land as per the plan attached.

AUTHY:- Govt. of India, Min. of Defence (DG,DE) letter  
No.714/10/L/L&C/90 dt. 25/9/90.

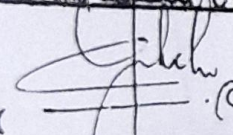
Handed over by

  
(  
Rep. M.F. Jabalpur.

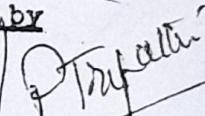
Taken/Handed over by

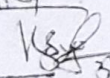
  
(S.K. DIXIT)  
Rep DEO Jabalpur.

Taken/Handed over by

  
(  
Rep. Sta. HQ./CMM JEP.  
On behalf of Shi HQ.

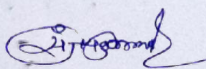
Taken over by

  
(  
Principal  
KVS CMM Jabalpur.

Verified  


सहायक आयुक्त  
Assistant Commissioner  
केन्द्रीय विद्यालय संगठन  
Kendriya Vidyalaya Sangathan  
जबलपुर संभाग/Jabalpur Reg.on  
पिन-481001

Jharia  
31/5/91



3738  
दिनांक - 2 SEP 1994

