No.753/D/30
Defence Estates Office,
Meerut Circle,Meerut Cantt
Dated: 16TG;JANUARY;1990

TO:

THE PRINCIPAL,
KENDRIYA VIDYALAYA,
BIRPUR:DEHRADUN CANTT:

Sub:- EXECUTION OF LEASE DEED OF LAND ALLOTTED TO K.V.
BIRPUR DEHRADUN CANTONMENT:

Reference your letter dt.11/1/90.

2. Lease Deed duly executed/registered by the Sub-Registrar,Dehradun received alongwith your letter cited under reference is returned h/with through the Principal, in original,after keeping the Photostate Copies of the Same.

ENCL:LEASE DEED:
IN ORIGINAL
alongwith plan

"S"

Defence Estates Officer,
MEERUT CIRCLE:
MEERUT CANTT:
(SUDHIR CHOPRA)

No.753/D/30
Defence Estates Office,
Meerut Circle,Meerut Cantt:
Dated: 16 JANUARY 1990:

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Defence Estates Officer,
MEERUT CIRCLE:
MEERUT CANTT:
(SUDHIR CHOPRA)

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...ndriya Vidyalaya
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presents and ~~hereinafter described in detail in Schedule II hereunder~~,

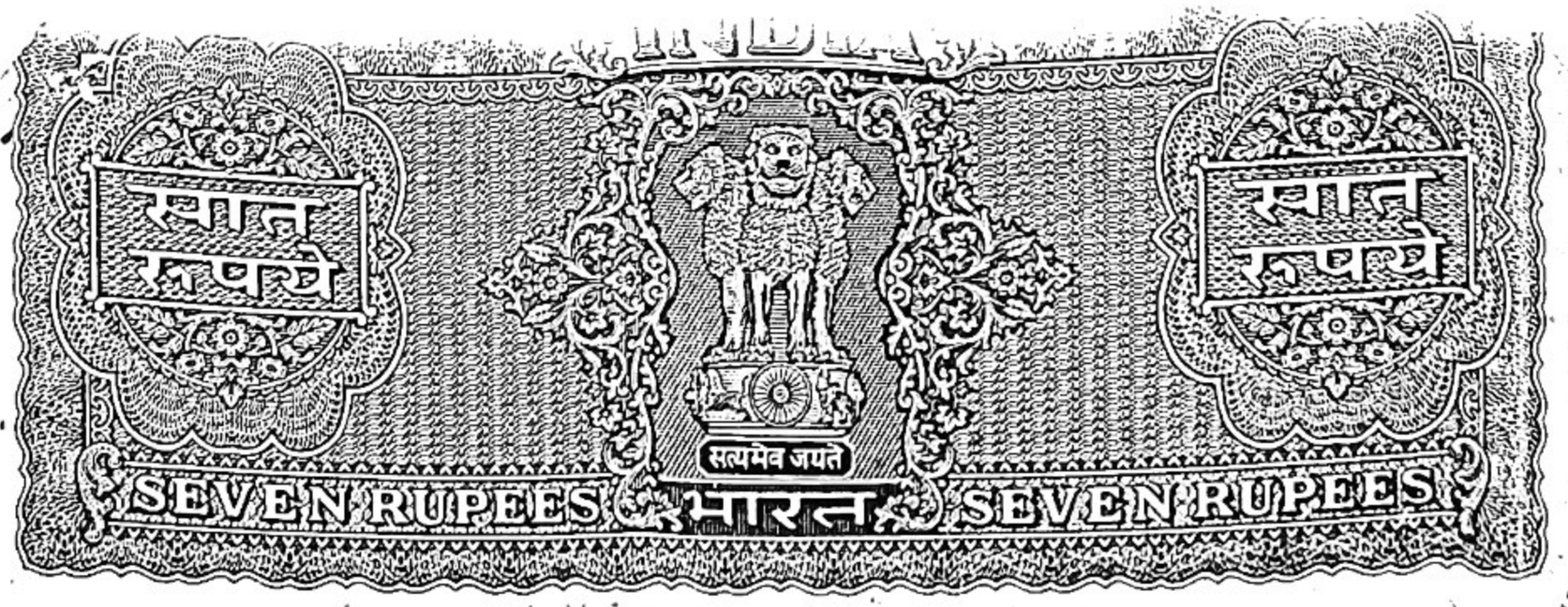
Together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appurtaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand and clay, in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying the same (Paying the lessee a 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 Estates Officer ~~Cantonment Board~~) with rights of entry to mark, fall, cut and carry away the same TO HOLD the premises hereby demised unto the lessee in perpetuity from the 17th day of June 1986 paying therefor the yearly rent of Rupees one (Rs.1/-) clear of all deduction on the 17th day of June each year at the office of the Defence Estates Officer or such other ~~Cantonment Board~~ Officer or such other places as the Defence Estates Officer shall, from time to time, appoint in this behalf, the first of such payment to be made on the 17th day of June 1986.

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पूरन चन्द जुयाल CHAND
संयुक्त आयुक्त (Jt. Comm. (Admn.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली/New Delhi

Contd.....2/-

Defence Estates Officer
Meerut Circle, Meerut Cantt.



A G R E E M E N T

This indenture made the 1 date of 2 - 1989 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 hereinafter described to the lessee in manner hereinafter appearing vide Min. of Def. Director Genl,DL&C letter No.718/35/1/L&C/82 dated 8-4-1985.

Now this indenture witnesseth that in consideration of the rent hereinafter reserved and of the covenant on the part of the lessee hereinafter contained the Lessor doth hereby demise unto the lessee all that plot of land containing by admeasuring 13.215 acres. Situatedat Sy. No.146/2 in Cantonment of Dehradun(Birpur) which said plot of land is more particularly described in the schedule hereunder 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 appurtaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, 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 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 Defence Estates Officer ~~Cantonment Board~~) with rights of entry to mark, fall, cut and carry away the same TO HOLD the premises hereby demised unto the lessee in perpetuity from the 17th day of June 1986 paying therefor the yearly rent of Rupees one (Rs.1/-) clear of all deduction on the 17th day of June each year at the office of the Defence Estates Officer or such other places as the Defence Estates Officer shall, from time to time, appoint in this behalf, the first of such payment to be made on the 17th day of June 1986.

पूरन चन्द CHAND
उप अयुक्त (Dy. Comm.) (मेस.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली/New Delhi

Contd.....2/-

Defence Estates Officer
Meerut Circle, Meerut Cantt.

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AND THE LESSEE DOTH hereby covenant with the Lessor

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 hereinafter be imposed charged or assessed upon the premises hereby demised or the buildings 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. If during the course of construction of school buildings it becomes necessary to cut down a tree, it may be done by the ~~Military~~ Defence Estates Officer who will dispose of the same and credit the sale proceeds to the Govt.

(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 ~~Military~~ Defence Estates Officer.

(5) Within ~~One~~ one calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premise hereby demised ~~Central School~~ Kendriya Vidyalaya Building, hostel, teacher accommodation, play grounds 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 t he General Officer Commanding in-Chief the Command.

(6) Not to make any alterations in the plan or elevation of the said school buildings, 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 other than those of accommodation for School, hostel buildings and of play grounds.

(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 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, underlet, 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 Lessor on such terms as to revision of rent, period of lease and other matters as may be deemed fit to impose.

पूरन चन्द/PURAN CHAND
उप वायुसेना (अ०)/Dy. Comptr (Admn.)
केन्द्रीय [illegible]
Kendriya [illegible]
नई दिल्ली/New Delhi

Contd.....3/-

Defence Estates Officer
Meerut Circle, Meerut Cantt.

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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 Cantonments Act,1924 in respect of the said premises during the period 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 hand over the 'said premises' in the same condition as they were at the Commencement of those presents fair wear and tear and damage by fire or other causes beyond the control of the lessee 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, 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 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 damages caused to the premises and to the fixtures and fittings as per inventory attached to this deed and shall pay compensation in ~~xxxxxxxxxx~~ lieu thereof, fair wear and tear and damage by fire or other natural causes not occassioned 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 calander 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 Military 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 re-entry 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

Defence Estates Officer
Meerut Circle, Meerut Cantt.

Contd.....4/-

केन्द्रीय संगठन (रा०) Kendriya Sangathan नई दिल्ली New Delhi

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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 fixed by the Lessor shall be final and binding.

IV PROVIDED ALSO that unbuilt portion of demised land will be made available on short notice to the local Military Authorities 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 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 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 thereof.

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 inconsistant with the context include in the case of the former his successors and assignee and in the case of latter its successors and assignees.

The schedule above referred to.

All the piece and parcel of land situated at Dehradun Cantonment as (part) of Sy. 146/2 and bounded.

On the North by : Sy. No. 269
On the South by : Sy. No. 266/16
On the East by : Sy. No. 146
On the West by : Sy. No. 146

Contd.....5/-

पूरन चन्द PURAN CHAND
उप अयुक्त (प्र०) Dy. Commr. (Admn.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली/New Delhi

Defence Estates Officer
Meerut Circle, Meerut Cantt.

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

Defence Estates Officer
Meerut Cantt.

Office Superintendent
Defence Estates Office
Meerut Circle Meerut Cantt.

Defence Estates Officer
Meerut Circle, Meerut Cantt.

Signed by above named in the

प्राचार्य/Principal
केन्द्रीय विद्यालय/Kendriya Vidyalaya
बीरपुर, देहरादून/Birpur, Dehra Dun

पूरन चन्द/PURAN CHAND
उप अयुक्त (प्र०)/Dy. Commr. (Admn.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली/New Delhi

Witness—
1. A.O. Sharma
(A.O. Sharma
S/o Sh. S.C. Sharma
KV Birpur
Dehra Dun Cantt.

Witness
2. Satpal Singh
Satpal Singh S/o Sh. Ram Lal
Collector Dun



Adv
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8/25/12/82

Estates Officer