भारतीय गैर न्यायिक

बीस रुपये

रु.20

GOVERNMENT OF KERALA
REVALIDATED TO
Rs.100
HUNDRED RUPEES
TWENTY

INDIA

INDIA NON JUDICIAL



KERALA 9049160 26AA 815721

LEASE DEED AGREEMENT

This lease deed agreement is made this 25th day of November of the year 2024 between the Kerala State Government represented by the District Collector ,Kannur having his office at Collectorate ,Kannur(hereinafter called the 'Lessor")which expression shall unless the context required another different meaning, include his successor and assigns) of the one part and Kendriya Vidyalaya Sangathan, Society registered under the Societies Registration Act, 1860 and having its Registered office at Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi 110016



Additional Commissioner (Administration)
Kendriya Vidyalaya Sangathan (HQ)
18, Institutional Area
Shaheed Jeet Singh Marg
New Delhi-110016

DISTRICT COLLECTOR
KANNUR

ADDITIONAL COMMISSIONER
Kendriya Vidyalaya Sangathan
New Delhi.

VENATT PRAMOD
Stamp Vendor, Special Licencee
Munsiff Court, Thalassery

12 NOV 2024

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14.11.24



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represented by Additional Commissioner Kendriya Vidyalaya Sangathan New Delhi (hereinafter called the 'Lessee' which expression shall, unless the context required another and different meaning , mean and includes its successor and permitted assigns) of the other part. WHEREAS the lessee is desirous to set up a Kendriya Vidyalaya at Thalassery, Kannur District and has approached the lessor to grant a piece and parcel of land situated at Kadirur village, Thalassery Taluk, Kannur (District), Kerala state (hereinafter referred as "said land") of which lessor is owner to the lessee for the said purpose.

AND WHEREAS the lessor has agreed to demise unto the lessee the said land more fully described in the schedule hereunder written for the purpose of "Kendriya Vidyalaya" upon the terms and conditions hereinafter appearing and contained .

Deepesh
संयुक्त आयुक्त (प्रशासन)
Joint Commissioner (Administration)
केन्द्रीय विद्यालय संगठन (मु0)
Kendriya Vidyalaya Sangathan (HQ)
18, Institutional Area
Shaheed Jeet Singh Marg
नई दिल्ली-110016/New Delhi-110016

DISTRICT COLLECTOR
KANNUR

ADDITIONAL COMMISSIONER
Kendriya Vidyalaya Sangathan
New Delhi

Co377
14.11.24

VENATT PRAMOD
Stamp Vendor, Special Licence
Munsiff Court, Thalassery, Ph:9074338444

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12 NOV 2024
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nominal rent herein reserved and also of the covenant by the lessee hereinafter contained the lessor doth demise up to the lessee all that land containing by admeasurements - 3.1898 Hectres (7.882 Acres) or whereabouts situated in Re Survey No. 29/4, 30/3, 30/5, 31/5 of Thalassery Taluk, Kadirur village, Kannur district, which said plot of land is more particularity described in schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents together with all structures standing thereon as described in details in schedule I hereunder for the purpose of Kendriya Vidyalaya together with all rights easement and appurtenance to the same belonging save and except all mines and mineral products, buried treasure, coal , petroleum oil and quarries whatsoever in or under or within the said land with liberty for the lessor and the lessees, licensees, agents workman and all other persons acting on behalf to dig, search for, obtain, carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the lessor for this purpose as nearly as may be in accordance with the provision of the land Acquisition Acts or regulations for the time being in force, whose decisions thereon shall be final.

To hold said land up to lease for the term of 99 years (Ninety Nine years) commencing from 25/11/24 to 24/11/2123 yielding and paying therefore, the nominal ground rent of Rs. 100 /- per 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 ground rent will be payable in advance yearly on the 15th January of each year. The ground rent shall be payable for the full year for the period from the date of purchase of grand of lease of the site to the 15th January of following as the case maybe and shall be paid by the lesser at once at the time of execution.

Deepesh

DISTRICT COLLECTOR
KANNUR

दीपेश पहलाद, भा.प्र.से./ Deepesh Pahlad, IAS
संयुक्त आयुक्त (प्रशासन)
Joint Commissioner (Administration)
केन्द्रीय विद्यालय संगठन (मुख्यालय)
Kendriya Vidyalaya Sangathan (Hqrs)
18, Institutional Area,
Shaheed Jeet Singh Marg
नई दिल्ली-110016/ New Delhi-110016

1. The lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the lessor as follows;

   i. To pay the rent on the days and in the manner hereinbefore appointed for payment thereof

   ii. To pay all charges in respect of Electric power and light and Water used on the said premises during the concurrency of the lease at the schedule of rates current and as may be revised from time to time.

   iii. 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.

   iv. To maintain the premises and all buildings thereon in sanitary conditions according to the directions of the officer appointed by the lessor.

   v. Not without the prior written consent of the lessor to use the same or permit the same to be used for any purpose other than Kendriya Vidyalaya Sangathan;

   vi. Not to sub-divide the said land or building erected thereon or any parts thereof which may be or become a nuisance annoy or cause damage to occupiers or other property in the neighbourhood.

   vii. Not to transfer by sale, mortgage, gift or authorize the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of the "Lessor" or such Officer or body as the lessor may authorize on his behalf. Any violation of the provision shall render such transfer void and not binding on the lessor.

   viii. That all persons acting under the orders of the lessor shall be at liberty at all reasonable time in the day time during the said terms to enter upon the said land or any building that may be erected thereon for any purpose connected with the lessor.

   ix. The lessee and his successors and permitted assignees shall on determination of that lease on the expiry of the period of 99 years

Deepu

Joint Commissioner (Administration)

DISTRICT COLLECTOR
KANNUR

yield up the premises with all buildings erected thereon and landlord's fixtures thereto.

x. If during the period of lease the premises are required for public purpose or any administrative purpose by the lessor, the lessor shall at the expiry of the notice of sixty days to effect that the said premises are required for such purpose to be served upon the lessee by an officer appointed by the lessor in this behalf, be at liberty to take possession of the land together with all buildings structures and appurtenance. The lessee shall be entitled to compensation in respect of the land, building and structures. The compensation payable under this clause shall, in case of dispute be determined by the lessor or by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of Land Acquisition Act or regulations of the time being in force relating to the same and decision of the lessor or such officer shall be final and conclusive.

xi. Any sum money due to or claimable by the lessor in respect of the land hereby demised shall be recoverable by the lessor as an arrear of the land revenue under the provisions of the concerned Land Revenue Act and any amending Act for the time being in force.

2. If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said 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 lessor or the competent authority of Sponsoring Agency whose decision shall be final, any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed or performed then and of any such case shall be a lawful for the lessor or any person or person duly authorized by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demise or of the building thereon in the name of the whole to renter and thereupon this demise and everything herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.

Joint Commissioner (Administration)

DISTRICT COLLECTOR
KANNUR

3. No forfeiture or re-entry shall be affected except as herein provided without the permission of the lessor and the lessor shall not permit such forfeiture or re-entry until the lessor has served on the lessee a notice in writing;

   a) Specifying the particular breach complained of;

   b) If breach is capable of remedy, requiring the lessee to remedy the breach, and the lessee fails within a reasonable time of the date of service of the notice to remedy the breach, if it is capable of remedy;

4. In the event of any dispute or difference (same for what provisions have already made) arising out of or in any way relating to or concern this present or the construction or effect of this present, the same shall be referred to the sole arbitration of a person to be appointed by the Secretary, Ministry of Law (Department of Legal affairs) and the District collector, Kannur District, Kerala State by the consensus to appoint another person in his place. The arbitrator so appointed will be entitled to proceed with the reference from the stage at which it was pending. From time to time Arbitrary, may with the consent of both the parties to this present extend the time for making the award. The award of the arbitrator shall be final and binding on the parties to this present. Subject as aforesaid the Arbitration Act, 1940 and the rules made there under amended from time to time shall apply to the Arbitration proceeding under this clause.

   Nothing in this clause shall apply to entry for breach of covenant against unauthorized transfer or sub –division.

   In the witness whereof the District Collector, Kannur District, Kerala State on behalf of the Government of Kerala and the lessee has hereunto set his hand the day and year first above written (as per Govt. of Kerala G O (M. S) no. 272/2023/RD Thiruvananthapuram dated-30.11.2023).

   Stamp duty is exempted as per order No G.O.(P) No 91/2025/Taxes dated 8th May 2025 and Registration fee exempted as per order No G.O.(P) No 92/2025/Taxes dated 8th May 2025

DISTRICT COLLECTOR
KANNUR

Joint Commissioner (Administration)
Kendriya Vidyalaya Sangathan (HQ)

THE SCHEDULE ABOVE REFEREED TO

All that piece of land measuring 3.1898 Hectare (7.882 Acres) in Survey No.29/4,30/3,30/5,31/5 in Kadirur Village, Thalassery Taluk and Kannur district, Kerala state.

Signed:-

DISTRICT COLLECTOR
KANNUR

.....(District Collector Kannur)

For Govt. of Kerala the Sponsoring Authority & District Collector, Kannur, Kerala in the presence of:

1. Mobile V. sebastian, TGT (Sci) K.V. Thalassery.

2. SAJEEVAN. C.P. TGT(SKT) K.V. Thalassery.

Signed: -

.....

Additional Commissioner (Admin & Vig)

Kendriya Vidyalaya Sangathan

New Delhi.

The Lessee in the presence of :

1. P. Ramadas K. SSA, KV Thalassery

2. Krishnambha K. JSA KV Thalassery