

AGREEMENT

THIS INDENTURE MADE the _____ day of _____
BETWEEN the President of India (Hereinafter called the Lessor) of the one part
and the ^{MEMBRAS VIDYALAYA SANGATHAN} Central School Organisation, 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 descri-
bed to the lessee in manner hereinafter appearing.

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
admeasurement. 9.75 acres.

Situated at Jannapas.

in the Contonement of APP. Jannapas SAM

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
building standing thereon, as described in detail in Schedule II hereunder.
TOGETHER with all rights easement and appurtenances whatsoever to the said plot
of land belonging or in any wise appertaining 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 pur-
pose of searching for, digging, working, obtaining, removing, enjoying the same
(Paying the lessee reasonable compensation for all damages done) and also all
timber fruit, or leaves or fallen branches of trees (but not the fruit or leaves
or fallen branches of trees cut down with the written consent of the Military
Estates Officer/Contonement Board) with right of entry to mark fell cut and
carry away the same to HOLD the premises hereby demised unto the lessee in
perpetuity from the Seventeenth of April day of Nineteenth hundred and seventy three
paying therefore the yearly rent of Rupee one only (Re.1/-) clear of all deduction three
on the Seventeenth of April day of Nineteenth hundred and seventy three each
year at the office of the Military Estates Officer or such other places as the
Military Estates Officer shall from time to time appoint in this behalf the first
of such payment to be made on the Seventeenth of April, Nineteenth hundred and
day of 17.6.1974 next. 17.6.74.

1. 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 buildings to be erected thereupon.

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- (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 Estates 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 terms and conditions prescribed by the Military Estates Officer.
 - (5) Within calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premises hereby demised a Central School Building, hostel, teachers' 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 the General Officer Commanding - in - Chief of 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 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 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 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.
 - (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 Engineer 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.

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- (12) At all times to keep the said premises in good and substantial repair to the satisfaction of the Officer Commanding of 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 causes beyond the control of the lessee being excepted 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 ~~presently~~ 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 lieu thereof, fair wear and tear and damage by fire or other natural causes not occasioned by wilful act or default of the lessee excepted. The decision of the Officer Commanding of 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.

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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 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 Estates 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 not with standing the waiver of any previous cause or right or re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in 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 the 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.

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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 to the lessee of the value of the buildings 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 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 therefore.

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

VIII. PROVIDED ALSO that the expression "President of India" and the Lessee/ Lessees hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assign and in the case of latter its successors and assign.

The Schedule above referred to :-

All that piece and parcel of land situated and recorded in the General Land Register of the Contonement (Part of) Survey Number *75, 76, 76pt* and bounded

on the North by : *A.T.W. Jamnagar Sy.No. 75.*
on the South by : *A.T.W. Jamnagar Sy.No. 51*
on the East by : *A.T.W. Jamnagar Sy.No. 85*
on the West by : *A.T.W. Jamnagar Sy. No. 76*

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

on behalf of the President of India in presence of

Witness :

Signed by above named in the presence of

Witness

(S. K. Viswanathan)
Accounts Officer,
Kendriya Vidyalaya Sangathan
New Delhi

Peter

5/11/76
Deputy Commissioner,
District of Jamnagar

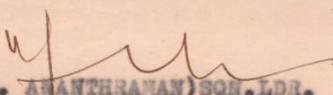
HANDING / TAKING OVER DOCUMENTS

We, the undersigned have this day the 17th of April, 1973 taken and simultaneously handed over the land measuring 9.75 acres along with assets mentioned in Appendix 'A' and as per the Site Plan enclosed as appendix 'B'.

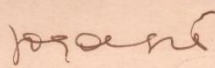
Authority:- Govt. of India, Ministry of Defence

New Delhi letter No. Air Hqs/37522/26/W
(P)/6303 /D (Lands) dt. 1st July, 1972.

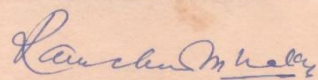
HANDED OVER


(K.T. ANANTHRAMAN) SQN. LDR.
Rep. Commanding Officer
Air Force Station,
Jamnagar.-3

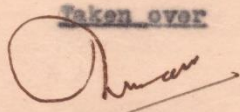
TAKEN/HANDED OVER


(JOGA SINGH) CAPT.
Rep. G.R. Jamagar.

Taken/Handed over.


(R.C. THAKUR)
Rep.
M.E.O.B & G. Circle.

Taken over


(R.K. JAIN)
Principal,
Rep. of Deputy Commissioner
Kendriya Vidyalaya Sangathan.