

Tele: 6924 Mily.

Regd.
No. JF/42/
Defence Estates C
Ambala Circle, Amba
Dated: 19 March, 1993

10

The Principal
Kendriya Vidyalaya,
Jutog Cantt (Simla) 171008.

Sub: EXECUTION OF LEASE DEED OF 11.204 ACRES OF
LAND FOR KENDRIYA VIDYALAYA JUTOGY CANTT.

Reference your letter No. F.23/KVJ/92/603 dated
12.11.1992.

2. The original lease deed alongwith original plan is
returned herewith as desired.


DEFENCE ESTATES OFFICER,
AMBALA CIRCLE.

GOC-in-Chief, Jostel

Vide ~~letter~~
01 March, 1990.

Added

Shimla 11 Mar 1990



2RS

GOC-in-Chief Western Command letter No. 57262/6/33(B) dated 01 March, 1990.

Regd. Lease Deed AGREEMENT Deed

This indenture made the 9th day of Sept 92 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.



Now this INDENTURE WITNESSETH that in consideration of the sum of Rs. 11.204 acars situate at Jutogh Cantt (Shimla) of 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 right easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining 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 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/Cantt Boards) with the 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 5th day of March, 1990 paying therefor the yearly

11.204 acars situate at Jutogh Cantt (Shimla) of 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 right easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining 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 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/Cantt Boards) with the 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 5th day of March, 1990 paying therefor the yearly

DEPUTY COMMISSIONER
KENDRIYA VIDYALAYA
NEW DELHI

Deed

Contd..page...2...

Handwritten marks and signatures at the bottom left corner.

Sr. No. 15692 Date 24/8/92
 Name Sh. Smt. K. V. Principal
 School Jatogh Distt. Shimla-8.
 Pooja Chand
 Land & Surveyors. 2/4/

GAUTHIER GUPTA
 Senior District Engineer, Shimla

On 2 Non Judicial and 4 Judicial papers Rs. 4/-

proceeds

Ashmita

[Signature]
 उप निरीक्षक विभागा
 (प्राचीन)

Lease deed 299-5-

प्रमाण पत्र
 दिनांक 23 अक्टूबर 1992
 अथवा श्री/मैट्रिकल एंड इंजीनियरिंग प्र. A.S. Bhatia Principal
 केन्द्र विद्यालय, जटोग कालोनी
 [Signature]
 उप निरीक्षक विभागा
 (प्राचीन)

Identified by me
 B.L. Raghava
 Shri. Bhatia's principal
 of Jatogh.

प्रमाण पत्र
 दिनांक 29-9-92
 अथवा श्री/मैट्रिकल एंड इंजीनियरिंग प्र. A.S. Bhatia Principal
 केन्द्र विद्यालय, जटोग कालोनी
 [Signature]
 उप निरीक्षक विभागा
 (प्राचीन)

प्रमाण पत्र 965
 दिनांक 26 अक्टूबर 1992
 अथवा श्री/मैट्रिकल एंड इंजीनियरिंग प्र. A.S. Bhatia Principal
 केन्द्र विद्यालय, जटोग कालोनी
 [Signature]
 उप निरीक्षक विभागा
 (प्राचीन)

[Signature]
 उप निरीक्षक विभागा
 (प्राचीन)



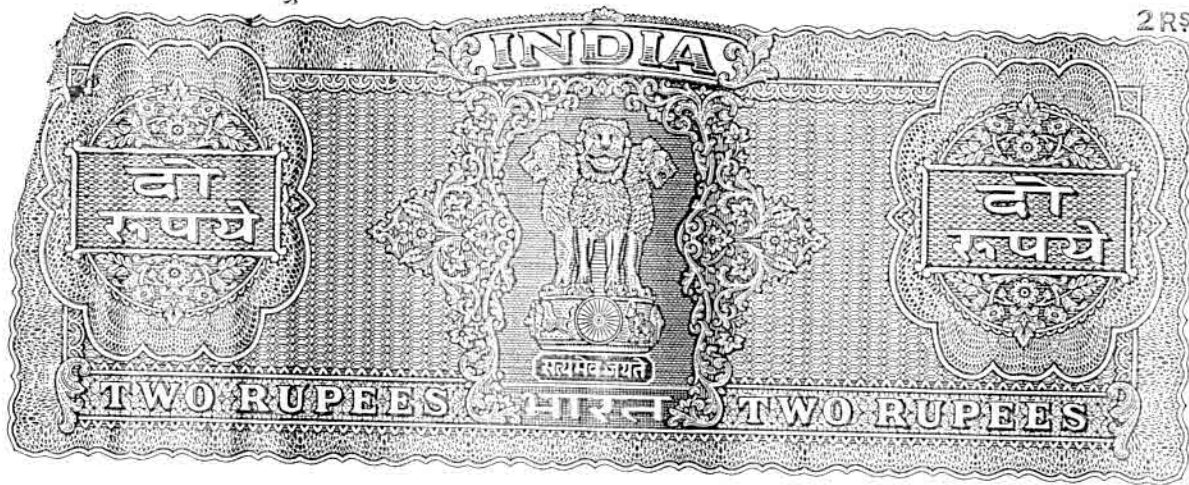
Shri

[Signature]
 उप निरीक्षक विभागा
 (प्राचीन)

Ashmita

Principal

श्री/मैट्रिकल एंड इंजीनियरिंग प्र. A.S. Bhatia Principal



-----2-----

rent of Rs 1/- (Rs One only) clear of all deduction on the 5th May day of 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 5th day of May next.

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 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 building it becomes necessary to cut down a tree, it may be done by the Defence 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 term and conditions prescribed by the Defence Estates Officer.
- (5) Within twelve 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 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 the 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 other purpose other than those of accommodation for School, hostel buildings and of play grounds.

Contd...3.....

NEW DELHI
Ambala Circle, Ambala Cantt.

Atketa

Principal
Kendriya Vidyalaya/Kendriya
Jatogh Cantt.
Shimla-8

Attached with Sr. No. 15692
Dated 24/8/92 Rs. 4/-

Gajendra Gupta
STAMP VENDER
Distt. Court, Shimla (H.P.)
24/8/92.

Handwritten signature

Handwritten signature
श्री गजेंद्र गुप्ता
(व्यवसायी)

अध्यक्ष

Handwritten signature
11/12

प्रधान/Principal
केंद्रीय विद्यालय/Kendriya Vidyalaya
जुग बोट/Jutogh Cantt.
शिमला-8

.....3.....

- (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.
- (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 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 these 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.



DEPUTY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN
NEW DELHI.

Contd....page....4.....

रक्षा संपदा प्राधिकरण,
संस्कृति मण्डल, अम्बाला कैंट.

Defence Smpda
Ambala Cantt. Ambala Cantt.

प्रधान/Principal
केंद्रीय विद्यालय/Kendriya
बतोग कैंट/Jutogh Cantt.
अम्बाला/Ambala

.....


रम रंजीतार विद्या
(चरम)

A Hester



5/7/20

Principal
Kendriya Vidyalaya
Jutogh Cantt.
Shimla-2

-----4-----

- (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 the 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 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 or 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 herein-before 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 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 the Lessee to resume possession of and determine tenancy of the lessee of the said land or any part thereof without making payment to the lessee of 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 on the Lessee.

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



COMMISSIONER
HIMACHAL

Attestd

Signature


Attestd

Attorney



11/12

Principal/Principal
Kendriya Vidyalaya/Kendriya Vidyalaya
Jutogh Cantt./Jutogh Cantt.
Shimla-8


कम रंजित सिंह
(अधीन)

.....5.....

IV. PROVIDED ALSO that unbuilt portion of demised land will be made available on short notice to the local defence 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, hostel and like are not in use the same may be made available free of rent to the local Defence authorities for temporary use for defence/recreation/training purpose.

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 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 the former his successors and assign and in the case of latter its successors and assigns.

The Schedule above referred to.

Contd..page....6.....

DEPUTY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN
NEW DELHI.

Defence Estate Officer
Ambala Circle, Ambala Cantt

अनुमोदित/Principal
केंद्रीय विद्यालय/ Kendriya
कलेज ऑफ इंटर/Intech Coll


 P. V. Narayana Murthy
 (Chairman)

Allegation

5/5/22

No 422755

1
9
2

Himachal Government Judicial Paper

.....6.....

SCHEDULE I

All that piece and parcel of land situated at Jutogh Cantt(Shimla) recorded in the General Land Register of the Cantonment as (Part of) Survey number 59 area 2.47 Acres and Survey No. 60 area 8.734 acres and bounded.

On the North by : MD OFFICERS ZONE

On the South by : SHORT RANGE

On the East by : STEEP HILLS

On the west by : STEEP HILLS

Not buildable.

In WITNESS whereof the parties have hereto set their hands the day and year first written above. On behalf of the PRESIDENT OF INDIA in the Presence of

Witness

LSURAS PARKASH
WBC)

Signed by the above name in the presence of

Witness



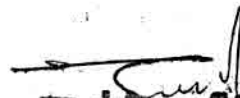
[Signature]
Secy of Defence Estates
Officer
Defence Estate Officer
Ambala Circle, Ambala Cantt

[Signature]
Signature of Party.

DEPUTY COMMISSIONER
CENTRIYA KENDRIYA SANGATHAN
NEW DELHI.

Attorney

Principal
Kendriya Kendra/Kendriya
Jutogh Cantt.
Shimla-2


का पंजाब विभाग
(काका)

पुस्तक

 5/12

Principal, Shriy's Vidyalaya,
Gandhari, Vidyalaya,
Shimla-6