



Principal, Central School, Arpora, Suryalanka (Bapatla)
to the Central School Organisation

AGREEMENT

THIS INDENTURE made the 15th day of October 1987 BETWEEN THE President of India (hereinafter called the Lessor) of the one part and the 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 described 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 15.00 acres out of total land measuring 1380.11 acres acquired for 401 AF Station Suryalanka (Bapatla) 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 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 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 with right of entry to mark, fell,

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(Contd from p. 1)

Acceptance of admission to Registration was admitted by the District Registrar of Assurances Narasimha Raoji in his prob. No. 52/813/88 dated 20.3.1988 on payment of the fine of Rs. 2/- (Rupees twenty only) for a delay of more than one week and less than one month under Section 225 of the Indian Registration Act 1908.

Date 21.3.88

Narasimha Raoji
 21.3.88
 Sub-Registrar

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Narasimha Raoji
 Sub-Registrar



unto the Lessee in perpetuity from the same TO HOLD the premises hereby demised
herefore the yearly rent of Rupee one only (Re.1/-) clear of
all deduction on the 28th April 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.

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 buildings 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 descriptions and 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 24 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 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, teacher's 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

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- (15) The Lessee shall permit the Govt. 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 arrears 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 Defence Estates Officer a 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 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.

Liability of the Lessee of the said compensation

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 any demised 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 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 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.

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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 of 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 assigns and in the case of latter its successors and assigns.

The Schedule above referred to :-

All that piece and parcel of land situated at Suryalanka (Bapatla) recorded in the Military Land Register of Andhra Pradesh as part of 1380-11 acres acquired for 401 AF Station, Suryalanka (Bapatla). in it 15.00 acres. The property is situated in Guntur District, Narasaraopet Registration District, Bapatla Sub-District. And bounded by

On the North by : Defence land 303 M

On the South by : Partly Defence land and Partly private land. 303M

On the East by : Road 200M

On the West by : Defence land 200M. The land is not assigned land. Pattadar pass book not obtained. The value of the land is Rs. 15,000/-

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 Defence Estates Officer, A.P. Circle, Secunderabad

1.

(MEHAR CHAND) Office Secunderabad

2.

(K.G.S. KUMAR) VDC

For and on behalf of Kendriya Vidyalaya Sangathan (Central School Organization) New Delhi. Andhra Vidyalaya Sangathan New Delhi

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