

A G R E E M E N T

THIS INDENTURE made the sixth day of September '82 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 the rent 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 plot of land containing by admeasurement.

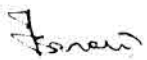
1 village Taluk & District Visakhapatnam  
0.50 acres situate at R.S. No. 50 in Kapparada in the Cantonment of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured 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 appertaining EXCEPTING AND RESERVING unto the lessor all mines, mineral, mineral/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 Military Estates Officer/Cantonment 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 Fifteenth day of Feb., 1979 paying therefor the yearly rent of Rupee one only (Rs.1/-) clear of all deduction on the Fifteenth day of February 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 Fifteenth day of Feb., 1980 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 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

1 substances of every description sand and clay in or

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MILITARY ESTATES OFFICER,  
VISAKHAPATNAM.

  
R. K. PRINCIPAL,  
KENDRIYA VIDYALAYA,  
SRIVIJAYANAGAR,  
VISAKHAPATNAM-530 007.

- (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 term and considerations prescribed by the Military Estates Officer.
- (5) Within twenty four 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~~ Flag Officer Commanding-in-Chief, ~~the~~ Command Eastern Naval 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) No to assign, underlet, transfer of 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.

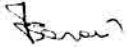
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MILITARY ESTATES OFFICER  
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SRIVIJAYANAGAR,  
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- (9) To pay all charges in respect of electric power and light and water used on the said premises 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 lease being expected of 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 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.

  
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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 Estate officer and 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 any 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.
- III. PROVED ALWAYS that it shall be lawful for the Lessor at any time or times during the said term on giving thirty's days notice in writing to resume possession of an 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 whereas 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~~ Naval authorities as and when required for such temporary use as deemed fit without payment of any rent/compensation.
- V. PROVED 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~~ / Naval authorities for temporary use for Defence/recreation/training purposes.
- VI. PROVIDED ALSO that in the event of the premises or 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.

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**MILITARY ESTATES OFFICER**  
 VISAKHAPATNAM.

*R. M.*  
 PRINCIPAL  
 TEMPLEVA VIDYALAYA  
 SRIVIJAYANAGAR,  
 VISAKHAPATNAM-530 007.

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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 included 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 ~~recorded in the~~ and bounded ~~in the~~ and District Visakhapatnam. ~~Revenue~~ recorded as Part of Survey number. 50 in Kapparada village, Taluk and District Visakhapatnam.

- and bounded.
- On the North by : Defence sheds P.12, T/147, & T/166 -A
- On the South by : S.E. Railway Track
- On the East by : D.G.H.P. Officers Quarters compound wall
- On the West by : Nalla in N.B. Nos. 53 & 54 village Kapparada

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

on behalf of the President of India in the presence of

*[Signature]*

**MILITARY ESTATES OFFICE  
VISAKHAPATNAM.**

Witness

(1) G. Seshamamba (G. SESHAMAMBA, LDC)

(2) *J. Dishnu murthy* LDC

Signed by above.

Signed for and on behalf of Kendriya vidyalaya Sangathan

*[Signature]*  
*(R. Satyanarayana)*  
In the presence of WITNESSES VISAKHAPATNAM-530 007.

Satyam

1. *[Signature]* (A. Cee VIN D A RAO) LDC

2. *[Signature]* (M. VESWESWARA RAO) LDC

*[Signature]*

**DEFENCE ESTATES OFFICER  
VISAKHAPATNAM**