Decement No 2794 2008



കേരളo केरल KERALA

CC 534070

LEASE DEED

(Executed as per G.O.(Rt.) 1135/89/RD Dt. 03/06/1989 of Revenue (N) Department, Kerala)

This deed of assignment on lease made on Eleventh day of Thy Two thousand and Ninoton between the Governor of Kerala (hereinafter called the lessor) (which expression shall where the context so admits, include his successors and assigns) of the one part and Joint Commissioner (Admn.) Kendriya Vidyalaya Sangathan, New Delhi (hereinafter called the Lessee) (which expression shall where the context so admits, include his successors and assigns) of the other part.

अपर आयुक्त प्रशासने एवं सतर्कता Addl. Commissioner (Admn. & Vig.) केन्द्रीय विद्यालय संगठन Kendriya Vidyalaya Sangathan नई दिल्ली—110016 New Delhi-110016

SI. No. 233.7.2 Remidel Date 7/3/2019

Sold to P. M. C. P. Andrew H. R. Dad J. H. J. Willy allegan.

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Whereas the lessee has applied for the lease and lessor has sanctioned the lease as per G.O.(Rt.)1135/89/RD Dt. 03/06/1989 of Revenue (N) Department, Kerala, in favour of the lessee of the land mentioned and described in the schedule hereunder.

- Now these presents witness and it is hereby mutually agreed as follows:
- 1. The lease is granted for a period of 99 (Ninety Nine) years commencing from 03/06/1989 (Third-June-Nineteen Eighty Nine) for an annual lease rent of Rs.100/- which may be modified from time to time.

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New Delhi-110016

SI. No. 23373Rs 100/- Date 7/3/2019 sold to principal Kendryga Vidhyales Geom

- 2. The lessee shall not transfer to any other person the rights hereby conveyed to him, without the previous sanction of the authority which has made the lease.
- 3. The lessee shall not use the land or suffer it to be used except for the purpose for which it is sanctioned.
- 4. The lessee may erect buildings etc., in accordance with the plan(s) approved by competent authority.
- 5. The lessee may uproot, cut down or destroy such trees, plants, groves or bushes, as in the opinion of the assigning authority. It is necessary to uproot cut down or destroy to make the land fit for genuine purposes. The lessee may level the ground by removing embanked pathways and filling up low lying places on the land so as to make the ground for the purpose putting up of slab etc., for beneficial enjoyment and may now cut the grass thereof and dispose of the same in any manner he likes and do any work on the land which in the opinion of the assigning authority is necessary for such purposes.
- 6. The lessee shall not, without the previous written sanction of the assigning authority, permit any person to use the land or any structure thereon or any portion of the land or structure except as provided in condition(s).
- 7. 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

अपर आयुक्त प्रशासन

land together with all building, 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 Regulation of the time being in force relating to the same and decision of the lessor or such officer shall be final and conclusive.

- 8. The assigning authority may revoke the lease wholly or in part of the charges in full or in part thereof shall remain unpaid for two months after it has become payable whether formally demanded or not or if the lessee shall have broken any of the conditions of the lease herein contained and assume control or otherwise of all or any part of the land any buildings fenced and structures thereon.
- 9. The lease includes all rights, easement and appretements belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and customary rights of Government and the public in roads and paths and river, streams and channels running through or binding the land and the right of government to the mines and quarries, subject to the said land and however reserved and are in no way effected by the lease.
- 10. The land shall not be alienated in any form i.e., 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 authorise on his behalf. Any violation of this provision shall render such transfer void and not binding on the lessor.

- 11. The land shall be used for the purpose for which it is leased out.
- 12. The land will be resumed without payments of compensation for improvements if any of the conditions are violated.
- 13. The lessee shall 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 current schedule of rates and as may be revised from time to time.
- 14. The Lessee and his successors and permitted assignees shall on determination of that lease on the expiry of the period of 99 years yield up the premises with all buildings erected thereon and landlord's fixtures thereto.
- Any sum money due to or claimable by the lessor in respect of the 15. 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, any amending Act for the time being in force. 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 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 on his part to be observed or performed then and of any such case shall be lawful for the lessor or any person or person duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or

of the building thereon in the name of the whole to re-enter and thereupon this demise and everything herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.

16. In the event of any dispute or difference (same for what provision have already made) arising out of or in anyway 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 Tahsildar, Ottapalam District Palakkad by consensus. In the event of such Arbitrator being transferred or vacating his office or refusing or being unable to act for any reason whatsoever it will be open to the Secretary, Ministry of Law (Dept. of Legal Affairs) and the Tahsildar, Ottapalam, District Palakkad by 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, Arbitrator 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.

अपर आयुक्त प्रशासने एवं सतर्कतः Addl. Commissioner (Admn. & Vig.) केन्द्रीय विद्यालय संगठन Kendriya Vidyalaya Sangathan नई दिल्ली—110016 New Delhi-110016 TAHSILDAR

| .7. |
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| Nothing in this clause shall apply to entry for breach of covenant |
| against unauthorised transfer or sub division. |
| Signed sealed and delivered by Sri |
| Tahsildar, Ottapalam for and on behalf of the Governor of Kerala. |
| |
| And: Tahsildarju. S Ottapalagi. DAR |
| Signed by Sri. |
| Joint Commissioner, Kendriya Vidyalaya Sangathan, New Delhi. |
| अपर आयुक्त पूर्व सतर्कतः Joint Commissioneryn. & Vig.) Kendriya Vidvala Varsangathan |
| Witnesses:- NewsDelhi-110016 New Delhi-110016 |
| 1. KARUNAKARAN. K. KOWAR. 3/0 Konthyayani Amma, Kolakkale House, Palappuram. Document Writer. |
| 2. Skeejamol. m.r. Styl |
| Wlo Amillorman |
| Ushasnee |

1 Cannigamparams
Document writer

| SCHEDULE | |
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| District | Palakkad |
| Taluk | Ottapalam |
| Village | Ottapalam-2 |
| Desom | Palappuram |
| Survey No. | 205/1A1, 207/1, 207/4, 207/7, |
| | 207/9, 248/3, 248/5 |
| Extent | 8.95 Acres (3.6235 Hector.). |
| Nature of interest assigned | Long term lease for 99 (ninety Nine) |
| | years from 03/06/1989 for an annual |
| | lease rent of Rs.100/- which may be |
| | modified from time to time. |
| North | Sy. Nos. 207/2, 207/6, 207/5. |
| East | Sy. Nos. 207/5, 207/11, 208/-, |
| A CONTRACTOR OF THE CONTRACTOR | 207/8 |
| South | Sy.Nos. 248/5, 205/1A1, 207/8 |
| West | Sy.Nos.248/1, 248/2, 248/4, 248/5. |

अपर आयुक्त प्रशासन एवं सतर्कता
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली—110016
New Delhi-110016