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Manina sugal

Manager
A.P.V. Education Centre
Pandu Nagar, Kanpur

Principal

A.P.V. Education Centre
Pandu Nagar, Kanpur



We, the Kanpur Development Board, Kanpur and A.P.V. Balika Vidyalaya under the parentage body of Shri Netaji Vidya Vikash Samiti Kanpur a body registered under the Indian registration act No. KXI of 1860 on 24 th day of Sept. 1954-through its Manager Shri Sukh Marain Shastri S/o Shri Bans Lol Tripathi have executed a leass deed dated....... on the terms and conditions in print and have paid the stamp duty of Ro..... 6. 7. 53 M.C. by means of these stamp sheets which are attached to the document.

Manager A.P.V. Education Centre Pandu Nagar, Kann

Principal A.P.V. Education Centre Pandu Nagar, Kanpur

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Manager

A.P.V. Education Centre

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Alp.V. Education Centre Pandu Nagar, Kanpur Principal '
A.P.V. Education Centre
Pandu Nagar, Kanpur

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successors **S.m.ann **School build- ing and play- ground elevation **S.m.ann **S.m.	THIS LEASE DEED made the	successors ander
	Kanpur a body registered under the Indian registration Act	
	No.XXI of 1860 on 24th day of Sept. 1954-thro hereinafter called 'the Lessee' (which expression shall, unless the control to so admit, include his lairs, executors, administrators, represent	Sukh Narain
	WHEREAS under the provisions of the Kanpur Urban Area ment Act No. VI of one thousand nine hundred and forty five relat disposal of building sites the Board has agreed to demise, and Lessee to take on lease, the plot of land hereinafter described on the conditions hereinafter appearing for the purposes of constructing a condition only according to the standard design, set backs and building play the Board and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS such a demise has been confirmed by the Edward and WHEREAS and DEED WITNESSETH AS FOLLOWS:	a Develop- ting to the has agreed terms and lesidential lan approved Board
	(Two hundred and fifteen) only	
		d.u.c.
	Maid by the Lessee to the Board, (the receipt whereof the F	Board doth in advance for the year 1959
	Deed prepared by	Before E. u.s
	Manager A.P.V. Education Centre Pandu Nagar, Kanpur A.B. D. C. All Principal A.P.V. Education Cert Pandu Nagar, Kanpur	

and in a nsideration of the Lessee's declaration contained in clause (2) and the rent hereby reserved and of the Covenants, Provisos and Agreements herein centained and on the part of the Lessee to be respectively paid, observed and performed the Board doth hereby demise and lease to the Lessec, all that plot of land numbered as 431 (Four hundred thirty one)

situated in Block H at Scheme No. I One of Kanpur

Kakadeo

containing by admeasurement 4.30 (Four decimal three Zero)acre square yards, be the same a little more or less, and bounded

> On the north by Rajbaha

Park No. 430 (Four hundred and thirty) On the South by

60' Sixty foot Road. On the East by

and on the West by Park No. 430 (Four hundred and thirty)

which said plot of land is more clearly delineated and shown in the attached plan and therein marked red and TO HOLD the said plot of land and premises (hereinafter referred to as "the demised premises") with their appurte nances unto the Lessee for the term of 959- (Nine hundred and ninety nine) years from the date of this indenture (hereinafter called "the said term") except and always reserving to the Board:

(a) A right to lay water mains, drains, sewers, or electric wires under or over the demised premises, if deemed necessary by the Board in developing the area.

Principal A.P.V. Education Centre Pandu Nagar, Kanpur

Two hundred fifteen

Full rights and title to all mines and minerals in and under the demised premises or any part the cof

(c) Yielding and Paying therefor yearly in advance during the said term unto the Board on the first day of April in each year the rent of Rupes the rent for the first year having been paid already, the receipt for which is hereby acknowledged.

AND THE LESSEE DOTH HEREBY DECLARE COVENANT WITH THE BOARD IN THE MANNER FOLLOWING:

That neither he nor any member of his family jointly or separately owns any house or plot within the limits of Kanpur Municipality, Development Board or Cantenment Board.

That his total income from all sources does not exceed Rs.

Manager A.P.V. Education Centre Pandu Nagar, Kanpur

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- (c) That the buildings to be constructed on the demised premises shall remain hypothecated for the payment of the yearly lease rent, the amount of dues payable to the Board as provided in cl. 2(n), and they are hereby hypothecated by the Lessee in favour of the Board and the amounts due as aforesaid shall constitute the first charge thereon.
 - (d) That the Lessee will pay unto the Board at its office or as otherwise directed the said yearly nent clear of all ceductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Board shall doly recover the same together with twelve percent interest and costs.

That the Dessee will bear, pay and discharge all rates, taxes, charges and assessments of every description which may during the said term be as ressed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of the demised premises or the buildings to be erected thereupon.

(f) That the Lessee will obey and submit to all byelaws and rules of the Kanpur Municipal Board and the Board, now existing or hereafter to exist so far as the same are incidental to the possession of immoveable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.

ayout plan

school building and olay ground as per plan sanctioned by the Board

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That the Lessee will at his own cost erect on the demised premises in accordance with the plan, elevation and design, and in a position to set backs be approved by the Board in writing and in a substantial and workmanlike manner a residential building only with all necessary sewers, drains and other appurtenances, according to the Municipal and Board's rules and byelaws in respect of buildings, drains, latrines and connection with sewer; and will commence the construction of such buildings within the period of one year and will completely finish the same fit for three months habitation and use within the period of two year from the date of these one year presents or within such extended period of time as may be allowed by the Executive officer of the Board in writing.

(h) That the Lessee will keep the demised premises and the buildings at the play all times in a state of good and substantial repairs and in a sanitary ground 9.019-7 condition to the satisfaction of the Board. Shall run and maintain the school of a proper standard through out the period of That the Lessee will, at his own expense, enclose the demised the lease premises by means of boundary walls to be constructed according 8. W. 3104

to the plan and design to be approved by the Board and will

carefully preserve such walls in good substantial repairs.

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Manager A.P.V. Education Centre Pandu Nagar, Kanpur

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(i) That the Lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises, or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Board and except in accordance with the terms of such pe mission and the plan (if any) approved of by the Board and in case of any deviation from such terms or plan will immediately, upon receipt of notice from the Board requiring him so to do, correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the space of one Calendar month after the receipt of such notice, then it shall be lawful for the Board to cause such deviation to be corrected at the expense of the Lessee, which expense the Lessee hereby agree to re-imburse by paying to the Board such amount as the Board (whose decision shall be final) shall fix in that behalf.

(k) That the Lessee will provide and maintain in good repairs a properly constructed road or path to the satisfaction of the Board leading from the public road to the building to be erected on the demised premises.

(1) That the Lessee will not carry on or permit to be carried on, on the demised premises any trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than private residence without the previous consent in writing of the Board and subject to such terms and conditions as the Board may impose and will not do. or suffer to be done, on the demised premises or any part thereof, any act or thing which may be, or grow to be, a nuisance damage, annoyance, or inconvenience to the Board or the owners occupiers of other premises in the neighbourhood.

school building and play ground

or part with the possession of any portion less than the whole of the demised premises nor cause any sul-division thereof by metes and Without the pre-

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Stileta Tripath Principal A.P.V. Education Centre andu Nagar, Kanpur) That the Lessee will in no case assign, relinquish mortgage sublet, transfer

> bounds or otherwise; and will not, without the previous consent vious written in writing of the Board, transfer, sublet, relinquish, mortgage or Board. assign his interests in the demised premises or the building standing thereon or both as a whole; and every such transfer assignment, relinquishment mortgage or sub-letting of the whole of the demised premises, or buildings or both shall be subject to, and the transferees, assignees or sub-lessees shall be bound by all the covenants and conditions herein contained and be answerable the Board in all respects therefor.

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PROVIDED always that if the Lessee or his transferees or permitted assigness, as the case may be, will assign, relinquish, mortgage sublet or transfer the demised premises as a whole for the then residue of the said term, he will deliver at his own expense to the Board at its office an attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a Act or any other amending statute Provided always that no such assignment relinquishment or transfer will be valid or permissible where the assignee is a person who does not fulfil the requirements of Clause 2 (a) and (b) hereabove.

the land is ng transfered concessional rly rent on the ress undertaking condition that will be used . y for the consetion of school .lding and play ound as per layelevation, des-6.m. a. MM a set backs and ilding plan appved by the Board d shall maintain e same to the tisfaction of the ard

In That subject to other conditions herein contained in each case of subsequent transfer or relinquishment, as aforesaid, of the demised premises which takes place before or after the completion of the luilding thereon according to the standard design and plan sanctioned by the Board, the Board shall at its sole option be entitled to lealize seventy five percent of the difference between the market premium of the demised premises to be fixed by the Board at Rs. and the concession premium viz Rs.__ at which the demised premises is being leased hereunder:

(o) That the Lessee will permit the members, officers and subordinates of the Board and workmen and others employed by them from time to time and at all reasonable time of the day during the said term after three days' previous notice to enter into and upon the demised premises and buildings to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the Lessee will give notice of the liability specified in this sub-clause to his tenants.

(p) That the Lessee will not make any excavation upon any part of the demised premises nor remove any stone, sand gravel, clay earth, or any other materials therefrom.

That the Lessee will leave a_ feet Chabutra facing the foot road as marked in the attached plan, unbuilt and open to external air but a Chhaja/ design projecting over it.

(r) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or Other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Board in writing.

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Provided further that if in the opinion of the Board the land is used for the purpose tother than those laid down in this deed or the play ground is not maintained to the satisfaction of the Board for which opinion of the Administrator of the Board or his successor shall be final and binding. The Board shall have the absolute right to reenter the demised premises with out hindrances,

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(s) That the Lessee will not exercise his option of determining the lease nor hold the Board responsible to make good the damage if by fire, tempest, flood or violence of an army or of a mob or other irresistible force, any material part of the demised premises be wholly or partly destroyed or rendered substantially or permanently unfit for building

by purposes,

5 (t) That the Lessee will not creet any building, constructions or structure except a compound wall or fence, steps and necessary adjuncts there to, on any portion of the demised premises within feet of the boundries on

thereof as marked side

in the attached plan

B. w. SILLT M Provided that the lessee will in no case be permitted to assign, relinquish 8. m. 9 1. 8 Mortgage, sublet, transfer or part with the possession of the demised premises unless building according to the standard design supplied to him or according to the plan sanctioned by the Board is put up on the demised premises.

(v) That the Lessee will construct the building over the demised premises (V) that the lessee according to one of the three standard designs prescribed by the Board will follow all the subject to this specific condition that the same design should be acceptable and be adopted by the adjoining plot holders whose consent issued and framed shall be obtained direct by the Lessee himself.

AND IT IS HEREBY AGREED AND DECLARED BY AND PRESENTS THESE PARTIES TO BETWEEN FOLLOWING:-

(A) Notwithstanding snything hereinbefore contained if there shall have been in the opinion of the Board (whose decision shall be final and binding) any mis-statement regarding his declaration provided in clause that the Board will 2 (a) and (b) or concealment of material facts or any breach by the be entitled to noid-2 (a) and (b) or concealment of material facts or any breach by the mate one member Lessee or by any person claiming through or under him of any one of in the managing the covenants or conditions hereinbefore contained and on his part committee of the to be observed and performed and in particular and without prejudice school to the generality of this sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes, mortgages or assigns the whole of the demised premises without the previous consent in writing of the Board hereinbefore provided, or if the lessee fails to commence

(t) that the lessee undertakes to abide by the rules of compulsary education in case the clauses of primary education x are held in the

school.

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ions and byelaws from time to time by the Municiple Board and Develop-AS ment Board , Kanpur.

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Principal A.P.V. Education Centre Pandu Nagar, Kanpur

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or use the building so constructed for any purpose or fails to maintain a play ground in good condition to the satisfaction of the Board.

and complete the buildings in the time and manner hereinbefore provided or if the amounts due to the Board as provided in clause 2(a) or rent hereby reserved or any part thereof shall be in arrear and unpaid for a period of one Calendar month after becoming due (whether other than school the same shall have been demanded or not) or if the Lossee or the person in whom the term hereby created shall be vested shall be adjudged insolvent, it shall be lawful for the Board (without prejudice to any other right of action of the Board in respect of any breach of agreement) to re-enter the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and the Lessee shall not be entitled to any compensation whatsover, Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him, and all materials therof from the demised premises after paying up all the dues, and the lease rent upto date and all Municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Board within three wonths of the date of the determination of the lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Board and the Lessee shall then have no right to claim for the refund of any money paid by him to the Board up to that time or to daim any compensation for the structures and materials recover from put up by him on the demised premises, Provided further that if the lessee fails to commence and com-

(B) Any losses suffered by the Board on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recover- upto the maxim-

(C) Any notices requiring to be served hereunder shall be deemed to have the above condbeen sufficiently served on the Lessee if left on the demised itions or any premises and signed by the Executive Officer of the Board and a notification of any decision of the Board under the hand of the receipt of not-Executive Officer of the Board shall be sufficient evidence of such ice from the

of continuance of the said breach after the expiry of 12 months, may then re-enter on the land and determine the

Pandu Nagar, Kanpur

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A.P.V. Education Centre Pandu Nagar, Kanpur

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dissolved ceased to fund-

-plete the buildings iner the time and manner herein before provided or if the premises are put to any use other than that for which the demise was made the Board may, before taking action to reenter the demised premises as provided in clause (A)above the lessee damages at the rate of 3% of the premium above mentioned for every month um of 12months during which one of them con-Board and in case

Principal

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431 Block Plot No. IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written. Signed and delivered by In the presence of . Kalanday Sales Officer, Development Board, Kanpur, Witness Signed and delivered by Witness H. U. Chan X Bammamanl ShikhaThipathi A.P.V. Education Centre Pandu Nagar, Kanpur Principal ' A.P.V. Education Centre Pandu Nagar, Kanpur Deed prepared by In! 8. D. C. S.V.H