

SURRENDER OF A LEASE BY THE LESSEE TO THE LESSOR

(STAMP DUTY PAID Rs. 200/-)

This Deed of Surrender is executed at Almora on this the 28th day of June in the year 1997 by and between

M/S COGELEC India Ltd. having its registered office at 304 Shakuntala Building, 58 Nehru Place, New Delhi-110019 through Mr. Sunil Mathur, Group Manager (Budget Control & Finance) (hereinafter referred to as the Party of the First part which phrase shall be deemed to mean include and construe its legal representatives, administrators and assigns AND Govt. of U.P. as represented through DISTRICT MAGISTRATE of ALMORA (U.P.) (hereinafter referred to as the party of second part which phrase shall be deemed to mean and include and construe its legal representatives administrators and assigns.

1. WHEREAS Cogelec India Ltd. was given on lease for a term of 30 years land measuring 3.8 hectares in village Sunil and Adhari Tewari Patti Phariya, Tehsil and District Almora or District Magistrate, Almora, Chief Conservator Forests (Hills) U.P. Lucknow which was registered in the office of Sub-Registrar Almora on 9.3.88 at Book No. 1 Vol. 217 Page 104/Ad. Reg. Book No. 316 Page

Sunil Mathur (Contd. Page 2)

Individual



M. S. Kishore

Dist. Govt. Counsel (Civil/Rev.)
ALMORA

2630

INDIA AIRWAYS LTD. ALPHIN

37/3 Dated

COY; SHARADWATI

18/6/97

18-6-97

Boarding 89 HERA PAPER



NBWA DELHI 110019

SURINDER of LEASE

DBRO

3663000/- 5000/- 10-11/00 1000 5020-V

सुनील साहू... 18-6-97... प्रस्तुत किया।

Sunil Mathur

18-6-97
उप निवन्धक, अलाहाबाद

3663000/-

सुनील साहू

डी. सुब्रमण्यम

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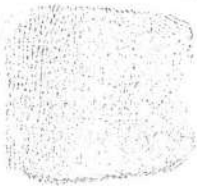
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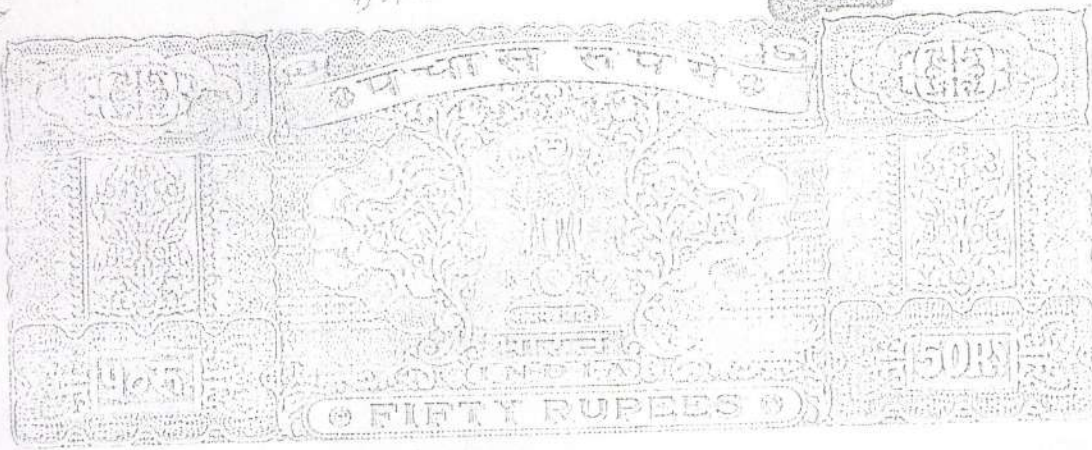
उप निवन्धक, अलाहाबाद

Sunil Mathur

D. Subramaniam

Signature





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No. 125 to 170 at No 712. That after the possession the above land was transferred to Cegelec India Ltd., it constructed building structures including electric and water fittings etc. at their own cost. The present market price of which comes as per the local Public Works Department assessment to Rs. 36,63,000/- (Rupees Thirty Six Lakhs Sixty three thousands only).

2. WHEREAS Cegelec India Ltd. took the above land on lease for the purpose of establishing an Electronic Project and took all steps to operate which was not found to be economically viable and was temporarily put to disuse for the operations though the building continued to be used.

3. AND WHEREAS for quite sometime in the past Kendriya Vidyalaya Sangathan, New Delhi has expressed its desire of establishing its Vidyalaya in the aforesaid building constructed by Cegelec India Ltd. at Almora on the said land. And in the past the first party had received an offer from Kendriya Vidyalaya Sangathan Almora which had offered to purchase in its name and for its use and interest in the land and building described above for a total consideration of Rs. 40,00,000/- to be paid by the said Kendriya Vidyalaya Sangathan to the first party within 90 days from

Sunil Mathur
(Signature, Page 3)

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37/3 Date
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प्रत्यक्ष में विद्यमानगीत माधी नं० १
व साधी नं० २ के अंगुठ चिन्ह
नियमानुसार लिये गये हैं।

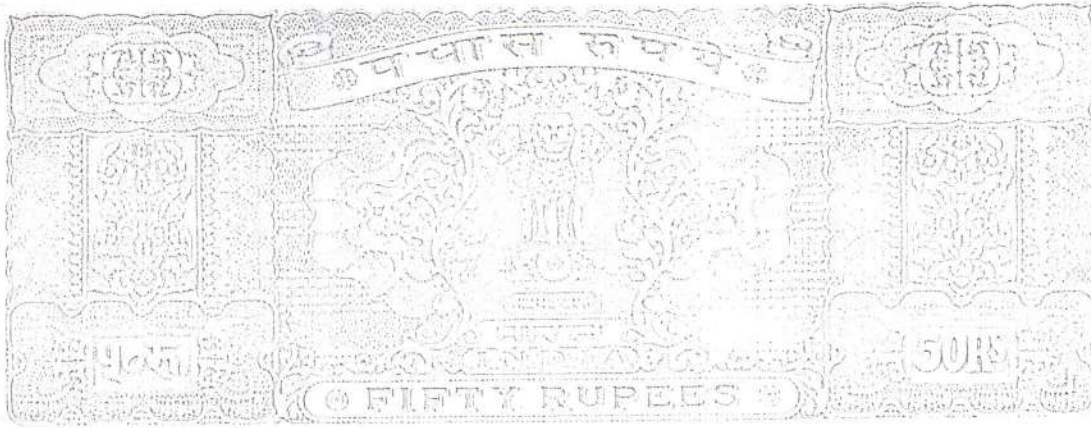
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रूप निबन्धक, अल्मोड़ा

मैंने अपना आदेश ~~...~~ लेस-पद
दा विद्या कुमार कौशिक जिला कृषि अल्मोड़ा
ने अपने ~~...~~ की
द्वारा ~~...~~ किया
गया और वह ~~...~~

18-6-47
रूप निबन्धक, अल्मोड़ा

प्रत्यक्ष में विद्यमानगीत माधी नं० १
व साधी नं० २ के अंगुठ चिन्ह
नियमानुसार लिये गये हैं।

रूप निबन्धक, अल्मोड़ा



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From the date of the proposed agreement to sell i.e. 30th May 1934 for opening a school in the aforesaid factory premises and for this purpose though negotiations were continued between the parties but somehow the transactions could not be concluded.

It is a matter of usual policy that the State Govt. provides the land to Kendriya Vidya Sangathan, New Delhi for running its Schools in the States and it is to fulfil this objective that the Kendriya Vidyalaya Sangathan, New Delhi, has been negotiating and coordinating with the District Magistrate, Almora for considerable time in the past to arrange and obtain land for the said purpose.

4. AND WHEREAS these negotiations have reached a state of completion and according to which the Kendriya Vidyalaya Sangathan, New Delhi has paid a sum of Rs. 36,63,000/- (Rupees thirty six lakhs and sixty three thousand only) to the District Magistrate, Almora, U.P. as consideration to be paid for transfer by the said party on the specific condition that immediately upon receipt of this amount the party of the first part will surrender the entire leased land back to the State Govt. pursuant to the covenants contained in the clause 1 of the Deed of lease executed as mentioned above between State Govt. and Coal India Ltd. for surrender, transfer and establishment of the

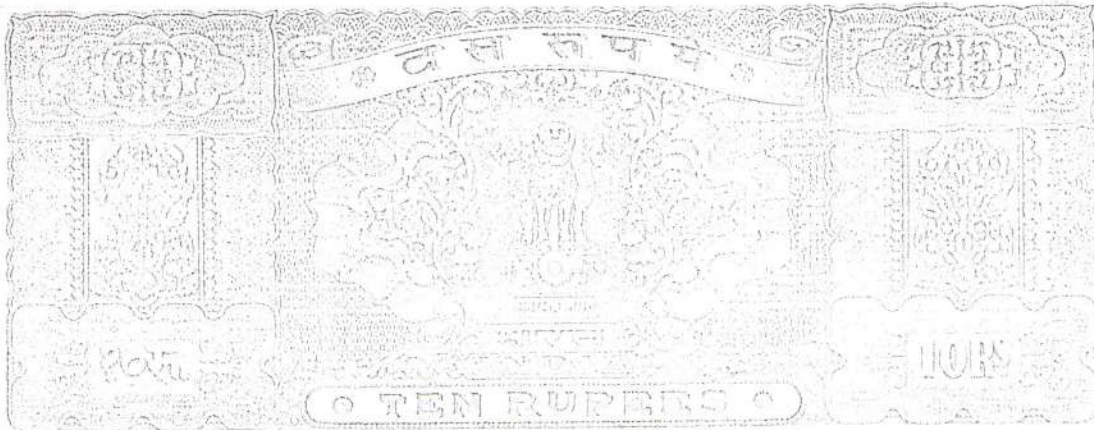
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Sunit Mathur
Authorized Signatory

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rights of Cegalec India Ltd. in respect of the building constructed upon the said parcel of land on 'AS IS WHERE IS BASIS' which has been constructed by Cegalec India Ltd. at its own cost and this consideration is to also include the cost of fittings and fixtures in and upon the said building.

AND WHEREAS there is also a covenant and understanding that the State Govt. may acquire any building or land in public interest and of which action and decision the State Govt. will be the SOLE JUDGE. Since the purposes of opening and running of School fall within the said purposes and definitions of Public Interest, and in view of this requirement of public interest the party of the first part has agreed to surrender the lease in the condition and circumstances which exists and prevail as on date to enable the State Govt. to achieve the said objective of public interest, on amongst others terms and conditions hereinafter appearing and which have been mutually decided and agreed upon.

5. AND WHEREAS THERE IS A clause in the lease deed above referred to dated 25th Feb. 1950, which stipulates that the party of the first part if it so desires can by a Notice surrender the lease deed to the lessor

For Clerk,
S. N. Mathur
(Contd. Page 5) Authorised Signatory

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COY SHAW KUTAVA BUILDING

12-697

59 HENRY PLACE

MEM. BELM. 110019

SURRENDER OF LEASE DEED