

494
presented at the office of the
Sub-Registrar of Bhuj
between the hours of 4 To 5
and 3rd on March 12 87

Received fees for—
Registration
Photography
Sider
Extra Under Sec.
Postage

Rs. Ps.
EXEMPT
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8=00
Total
8=00

A. S. ...
Principal,
Kendriya Vidyalaya/Kendriya Vidyalaya, A.F.S
Bhuj — (Kutch)/Bhuj — (Kutch).

J. K. Vatali
Sub-Registrar, Bhuj

J. K. Vatali
Sub-Registrar, Bhuj

QUADRUPPLICATE

AGREEMENT

THIS INDENTURE MADE the *Twenty third*
..... date of *February* 1987

BETWEEN THE President of India (hereinafter called
the lesser) of the one part and the Kendriya
Vidyalaya Sangathan, Kendriya Vidyalaya, Air Force
Station, Bhuj (Kutch) a society registered under
the Society Registration Act (hereinafter called
the Lessee) of the other part.

WHEREAS the Lesser has agreed to demise
the plot of land hereinafter described to the
Lessee in manner hereinafter appearing.

M. N. Sharma
G. N. SHARMA
Dy. Commissioner (Adm.)
Kendriya Vidyalaya Sangathan
Ministry of Education & Culture
NEW DELHI

[Signature]
Defence Estates Officer 2/-
Gujarat Circle
Ahmedabad-3.

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 lesser doth hereby demise unto the lessee ALL THAT plot of land containing by admeasurement 15 Acres out of Sy No. 870, Village Bhuj situated at 27 Wing, Airce ^{force} Station, Bhuj 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 red. ~~together with the buildings standing thereon as described in detail in schedule hereunder.~~ ^{together with the buildings standing thereon as described in detail in schedule hereunder.}

Handwritten initials

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 Lesser all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby lemsed 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)



Handwritten signature
 O. N. SHARMA
 Dy. Commissioner (Admn.)
 Kendriya Vidyalyaya Sangathan
 (Ministry of Education & Cultural)
 NEW DELHI

Handwritten signature
 Defence Estates Officer
 Gujarat Circle
 Ahmedabad-3
 ...3/-

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 or 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 ^{23rd} day of January 87 paying thereof the yearly rent of Rs. 1/- (Rupees one only) clear of all deduction on the ^{23rd} day of January each year at the office of the Defence Estates Officer or such places as the Defence Estates Officer shall from time to time appoint in this behalf the first of such payment has already been made.

X Sub

I AND THE LESSEE DOTH hereby covenant with the Lesser

- (1) To pay unto the lesser 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.



Anshu
G. N. SHARMA
Dy. Commissioner (Admin.)
Kendriya Vidyalyaya Sangathan
(Ministry of Education & Culture)
NEW DELHI

[Signature]
Defence Estates Officer
Gujarat Circle
Ahmedabad-3/-

(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 description sand 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 12 calendar months next after the date of these presents at their own cost to erect and finish fit for use on the premises hereby demised Kendriya Vidyalaya building, hostel, teachers' 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 or any part of the premises hereby demised any building without the previous consent in writing of the Air Force Commanding-in-Chief of the Command.



(Signature)
O. N. SHARMA
Dy. Commissioner (Admn.)
Kendriya Vidyalaya Sangathan
(Muz.)
N.W. Delhi

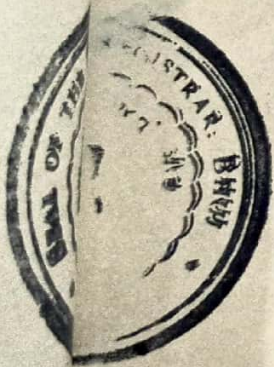
(Signature)5/-

Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

(6) Not to make any alternations in the plan or elevation of the said School Building, Hostel, Teacher's accomedation 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 these of accomedation 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 Lesser. 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 Government. If the Lesser so desires, the Lessee shall at its cost restore the premises in the same condition as they were at commencement of these presents.

(8) Not to assign, underlet, transfer or handover possession of the said land and buildings or part thereof or any of their right/rights therein under these presents without sanction of the Lesser on such terms as to revision of rent, period of lease and other matters as may be deemed fit to impose.



M. Nayak
G. N. SHARMA
Dy. Commissioner (Admn.)
Kendhya Vaidhya Sangathan
(Municipal Health & Culture)
N.W. 11111

...6/-
[Signature]
Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

- (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 Services 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 the all taxes, assessment charges that may be recoverable under Cantonment 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 of the Station, and on determination of the lease to handover 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 lessee being ^{as} expected or 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 ^{as} presents of the premises, if they had remained in the same structural state and condition of repairs as they were in at the commencement of this lease.



M. N. Sharma
G. N. SHARMA
Dy. Commissioner (Admn.)
Kendriya Vidyalaya Sangathan
(Ministry of Education & Culture)
N.W. DELHI

[Signature]7/-
Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

- (13) Not to remove any fixture and fittings from the premises existing at the commencement of this lease without the previous permission of the lesser.
- (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 deliverings 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 Air-Officer Commanding-in-Chief, the command 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.



G. N. Sharma
G. N. SHARMA
Dy. Commissioner (Admn.)
Kendriya Vidyapeeth Sangathan
(Ministry of Education & Culture)
NEW DELHI

[Signature]
Defence Estates Officer
Gujarat Circle/-
Ahmedabad-3.

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 the Defence Estates Officer any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions herein before contained then and in such case, the Lesser may notwithstanding the waiver of any previous cause of right or re-entry enter upon any part of the premises hereby demised or of the building thereon in the name of whole and ~~the~~ ~~the~~ there upon the said premises and buildings shall remain to the use of and be vested in the Lesser and this demise shall stand determined and the Lessee shall not be entitled to any compensation whatsoever.

III PROVIDED ALWAYS that it shall be lawful for the Lesser at any time or times during the said term on giving thirty day's notice in writing to resume possession of land determine tenancy of the Lessees of the said land or any part thereof without making to the Lessee/Lessees any compensation on account thereof save only a fair payment for the authorised buildings erected by the Lessee, cost whereof will be assessed by the Lesser and the amount of compensation as fixed by the Lesser shall be final and binding.



M. N. Sharma
J. N. SHARMA
Dy. Commissioner (Admn.)
Kendriya Vidyalaya Sangathan
(Ministry of Education & Culture)
NEW DELHI

[Signature]9/-
Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

IV PROVIDED ALSO that unbuilt portion of devised land will be made available on short notice to the local Defence Authorities as and when required for such temporary use as deemed fit ~~with~~ 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 Defence Authorities for temporary use for defence/recreation/training purpose.

VI PROVIDED ALSO that in the event of the premises or a part thereof being no longer required by the Lessee, the lesser 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 building the lessee shall be entitled to remove the building within one month after communication of the decision of the Lessor, if the Lessee 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.



J. N. Sharma
- J. N. SHARMA
By, Commissioner (Admn.)
Kendriya Vidyalyaya Sangathan
Ministry of Education & Culture
NEW DELHI

[Signature]
...10/-
Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

VII In the event of dissolution of the lease the said land as also the building standing thereon shall vest, On the Lesser.

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 include in the case of the former his successors and assign and in the case of latter its successors and assigns.

The schedule above referred to.

All that piece and parcel of land of 15 acres situated at Air Force Station Bhuj and bounded :-

on North By : Sy No. 667

on South By : Sy No. 662, 663, 664

on East By : Sy No. 870(Pt)

On West By : Road.(To Khavda)

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

On the behalf of the President

of India in the presence of

Witness : 01 (G. SRINIVASAN) SDO

02 (CBT. Beler, VDC)

Defence Estates Officer Gujarat Circle Ahmedabad-3.

Signed by above

in the presence of

Witness : 01 (A. S. KHAN)

02 (Padmanshah, VDC)

X SHARMA Commissioner (Admn.) Lal Bahadur Shastri Vidyapeeth Sangathan Ministry of Education & Culture NEW DELHI



One Part lessor

① Shri President of India Behalf of
Shri Rajinder Kumar, Defence
Estate Officers Gujarat Circle
Ahmedabad .3

② Second Part - Lessee

Shri J. N. Sharma, Dy. Commissioner
(Admin.) Kendriya Vidyalaya
(Ministry of Education & Culture)

New Delhi is boths (lessor & lessee)

~~is~~ Exempt. From Personal appearance
u/s 88 of the Regn. Act boths signature
is known to the u/s S.R.

Pt. 3-3-87

J. K. Vatali
Sub-Registrar, Dist.

REGISTERED AT

No. 491

3-3-87

J. K. Vatali
3-3-87

J. K. Vatali
Sub-Registrar, Dist.

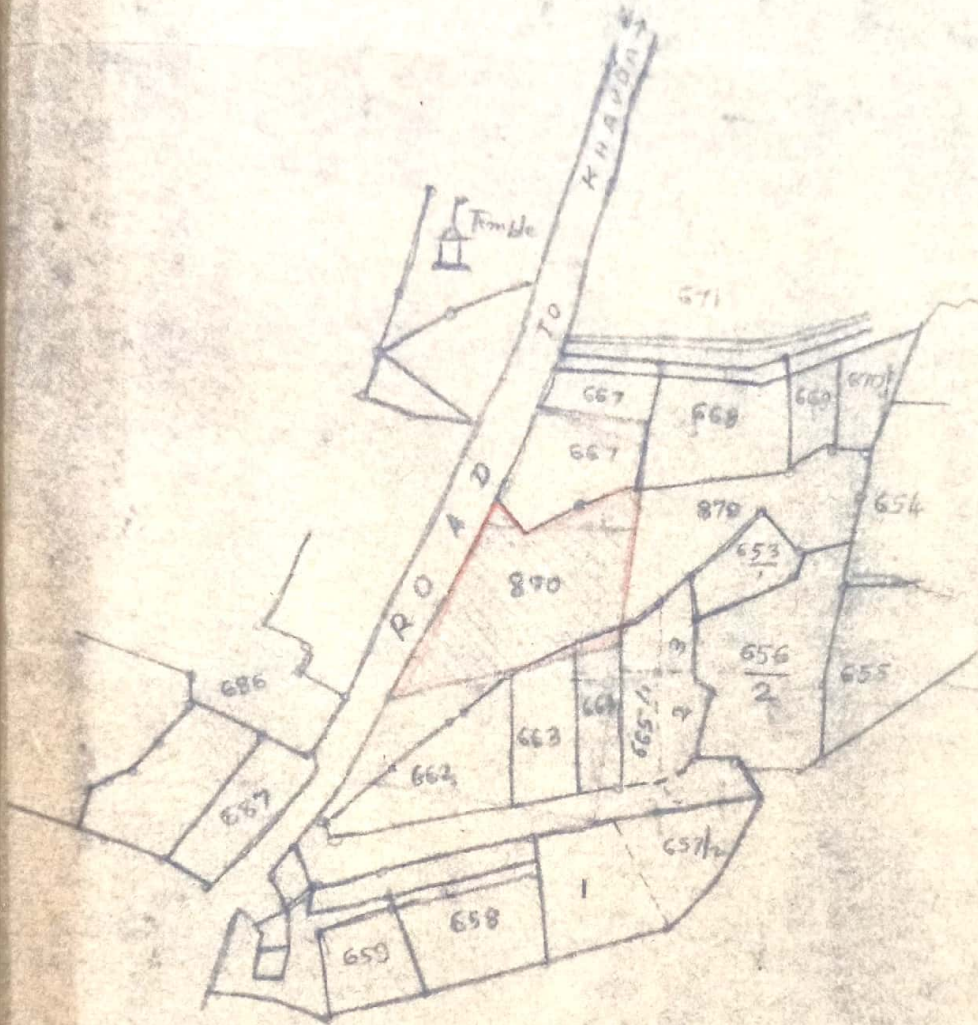
PART - REVENUE PLAN OF DEFENCE LAND

A. F. STATION BHUJ:

LAND HANDED OVER TO KENDRIYA VIDYALAYA
OUT OF SK. NO. 870 OF VILLAGE BHUJ



SCALE - 1 CM = 100 M



REF. LAND HANDED OVER TO
KENDRIYA VIDYALAYA (AIR FORCE)
BHUJ MEASURING 15.00 ACRES
OF VILLAGE BHUJ



X
[Signature]
G. N. SHARMA
Dy. Commissioner (Admn.)
Kendriya Vidyalaya Sangathan
(Ministry of Education & Culture)
NEW DELHI

[Signature]
Defence Estates Officer
Gujarat Circle
Ahmedabad-3.

HANDED OVER
[Signature]
27/11/57

TAKEN/HANDED OVER
[Signature]
DEO GUJARAT CIRCLE
AHMEDABAD 3
(REVENUE OFFICER)

TAKEN OVER
[Signature]
27/11/57
BY (AIR FORCE)
BHUJ