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1987 1987

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## AGREEMENT

THIS INDENTURE MADE Eight day of April one
Thousand Nine Hundred eight seven between the President
of India( hereinafter Called the LESSOR") of the one part
and the Kendriya Vidyalaya Sangathan, Central School No.2
Army Bhuj a society registered under the Society Registration
Act (hereinafter called the LESSER) of the other part.

WHEREAS the Lesser has agreed to demise the plot of Land hereinafter described to the Lesee in manner here inafter appearing.

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Defence Estates Officer
Gujrat Circle
Ahmedabad.

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or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying the same (paying the lessee reasonable compensation for al. demage 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 Defence Estates Officer/Centonment 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 16 15 \_ day of Feburary 1987 paying therefor the yearly rent of Rupees 1/- only (Rupees one only) clear of all deduction on the 16 th day of Febuary each year at the office of the Defence Estates Officer shall or such other places as the Defence Estates Officer shall from time to time appoint in this behalf / first of such payment has already been

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- 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 at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be imposed charged or assessed upon the premises hereby demised or the buildings to be erected thereupon.
- (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 Building it becomes necessary to cut down a tree, it may be done by the Defence astat Officer who will dispose of the same and credit the sale proceeds to the Wowt.

(4) Not to make any excavations, in the land hereby demised

N. SHARMA) or remove any minerals, mineral substances of any descriptions

Commissions (A Sind or clay from the said land without the consent of and in

Mary Variation and Conditions prescribed by the

Mary Variation Defence Estates Officer.

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5. Within 12 Calender months next after the date of the presents at their won cost to erect and finish fit for use on the premises 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 Officer Commanding-in-chief the Commands.

6. Not to make any alterations in the plan or elevation of the daid 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 these of effections are 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 there in 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 except to the dovernment. If the Lessor so desires, the Lessee shall at its cost restore the premises in the mame condition as they were at the commencement of these presents.

condition as they were at the 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 there in 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

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.

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Defence Estates Officer
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To pay all existing and furare rates, taxes, assessment manages and other outgoings of every description in respect of the said premises if legally leviable and levial.

11. To pay all the terms, assessment charges that may be precedually under Contemment Act, 1924 in respect of the said premises during the period the buildings are with the lesses.

substantial repair to the said premises in good and substantial repair to the satisfaction of the Officer semmending the Station, and on determination of the lesse to hand over the said premises in the same condition as they were at the commencement of those presents fair wear and tear and denage by fire or other esuses beyond the control of the lesse being expected or at its option to pay componentian in lies thereof provided that said compensation shall not exceed the value of the said premises on the date of determination of the premises, if they had remained in the same structural state and condition of a repairs as they were in at the commencement of this lease.

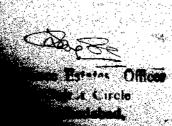
13. Not to remove any fixture and fittings from the premises existing at the commoncement of this lease without the previous parmission of the leaser.

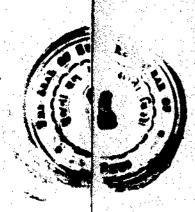
th. Registration sharpes, if any, shall be borne by the

15. The largon shall permit the Government with or in thout werken to enter upon and view the condition of the said premises at all reasonable times upon prior motion.

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 appropriation in liew thereoff fair year and tear and lear and lings by fire or other natural causes not occasioned by the lease excepted. The decision

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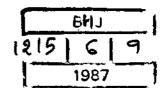
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ene Officer Commanding/Station/Sub Area Commander on the constien whether any damage is caused to the premises and the compensation shall be final and binding on the contest.

PROVIDED ALWAYS that if any part of the rent hereby II. reserved shall be in arrear of unpaid for one calender menth next after any of the days whereon the same shall have become due thether the same shall have been demanded or not or if there shall have been in the opinion of the Defence Estates 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 may notwithstanding the waiver of any previous cause or right or reentry enter upon any part of the premises hereby demised or of the building thereon in the name of whole and therem upon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall stand letermined and the lessee shal not be entitled to any compensation whatsoever.

III. PROVIDED Always that it shall be lawful for the lessor at any time or times during the said term on giving thirty day's notice in writing to resume possession of and determine themancy of the lessees of the said land company part there of without making to the lessee/lessees any compensation on account thereof save only a fair payment for fitthe authorised buildings erected by the lessee, cost where of will be assessed by the lessor and the amount of compensation so fixed by the lessor shall be final and binding.

IV. PRVIDED ALSO that unbuilt portion of demised land will be made available on short notice to the local Military authorities as and when required for such temporary use as deemed fit without payment of any rent/compensation.

V. PHOTIDED 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 authorities for temporary use for defence/recreation/training purposes.

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Defence Estates Officer
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or a part thereof being no longer required by the lesses the lessor shall have the right to purchase the said buildings from the lesses on payment to the lesses 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 lesses shall be entitled to remove the buildings within one month after communication of the decision of the lessor. If the lesses fail to remove the buildings the same shall remain to the use are of and be rested in the lessor and the lesses 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.

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 letter its successors and assigns.

The Schedule above referred to

All that piece and parcel of 11.00 acres of Defence land situated at Village Bhuj Distt. Kutch and bounded.

On the North by:- Army Primary School
On the South by:- Tarapur Road
On the East by :- Station work shop
On the West by:- Road.

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

On behalf of the president of India in the presence of

Defence Estates Officer Cujrat Circle Ahmedabad.

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Witness

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(11) Attal Sparate T (M.K.SAHA)

· N . SHAR MA)

Signed by above

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Deputy Commissioner(Admn.) Kendriya Vidyalaya Sangathan New Belair Vicyalesa Sangathan

witnesses:-

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(Dr. 12. M. Putel)

(Dr. 12. M. Putel)

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(Edicarion Officer, KVS (AR)

, Sector - 30, Gandlin napri 36303.

Full address

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Central School Ahmedabad. (Cantil

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