

Tele : 079-22885721

Fax : 079-22861229

Mm/CAAD  
N/S/1/1/1/1

No.DEO/GR/LND/10/KVS/

रक्षा सम्पदा कार्यालय

Defence Estates Officer

गुजरात मंडल, छावनी, अहमदाबाद

Gujarat Circle, Cantonment

Ahmedabad - 380 004

26 July, 2014


To.

Headquarters  
South Western Air Command  
Indian Air Force  
Sector-09, Gandhinagar  
PIN-382007 (Gujarat)

SUB: EX POST FACTO SANCTION FOR TRANSFER OF 9.92 ACRES DEFENCE LAND TO KENDRA VIDYALAYA SANGATHAN AT AFS MAKARPURA, BARODA

Reference your Hq letter No. SWAC/9240/3/Wks dt 21st April 2014.

2. In this connection it is intimated that physical possession of 9.92 acres has already been taken over by this office on 24-01-2002. The then DEO GC, Ahmedabad has already executed lease agreement in the subject matter on 24 Jan 2002. A copy of the same is enclosed herewith.
3. Govt. of India Min. of Def. New Delhi has accorded sanction to regularize the case vide letter No. Air Hq/37955/166/W/SWAC/766/F/11/D/Air-II dt. 23-04-2013 transferred in perpetuity on lease to KV.
4. In view of above there is no need for vetting draft lease agreement as stated vide your letter under ref.
5. It is further noted that the KV AFs Makarpura has paid lease rent upto 23/1/10. Hence he may be requested to deposit Rs. 5/- on account of lease rent from 24/1/10 to 23/1/15 for 5 years.

  
(Vikash Kumar)  
Defence Estates Officer  
Gujarat Circle, Ahmedabad-4.

Copy to:

1. Kendriya Vidyalay  
Air Force Station  
Makarpura, Vadodara-14.

- For information. It is requested to pay Rs. 5/- on account of lease rent from 24/1/10 to 23/1/15 for 5 years.

2. C Adm.O  
Air Force Station  
Makarpura,  
Vadodara

- For info. & necessary action.

केन्द्रीय विद्यालय,  
वायु सेना स्थल, मकरपुरा,  
वडोदरा, गुजरात -390014,  
ई-मेल: - kvafsbaroda@gmail.com

दूरभाष/ Phone - (0265) 2643808, 2640321, 2634928 Ext. 246  
CBSE SCHOOL NO. 03021



KENDRIYA VIDYALAYA  
AFS, MAKARPURA  
VADODARA(Gujarat) - 390014  
E-mail: - kvafsbaroda@gmail.com  
वेबसाइट/ Website: - www.kvafsbaroda.edu.in  
CBSE AFFILIATION NO. 400021

No.12029KV/AFSM/BRD/AG-41/S-II (A) 7829

Dated: 20-08-2014

Speed Post

To  
Defence Estates Officer,  
Gujarat Circle, Cantonment  
Ahmedabad - 380004

Sub: EX POST FACTO SANCTION FOR TRANSFER OF 9.92 ACRES DERENCE  
LAND TO KENDRIYA VIDYALAYA SANGATHAN AT AFS MAKARPURA, BARODA.

Sir,

With reference to letter no. DEO/GR/LND/10/KVS Dated: 26-07-2014 Please find  
enclosed herewith DD No. 112721 dtd. 13-08-2014 for Rs. 5/-(Rupees five only) as lease  
sent for 21-01-10 to 23-01-15

Please acknowledge the receipt of DD.

Yours faithfully,

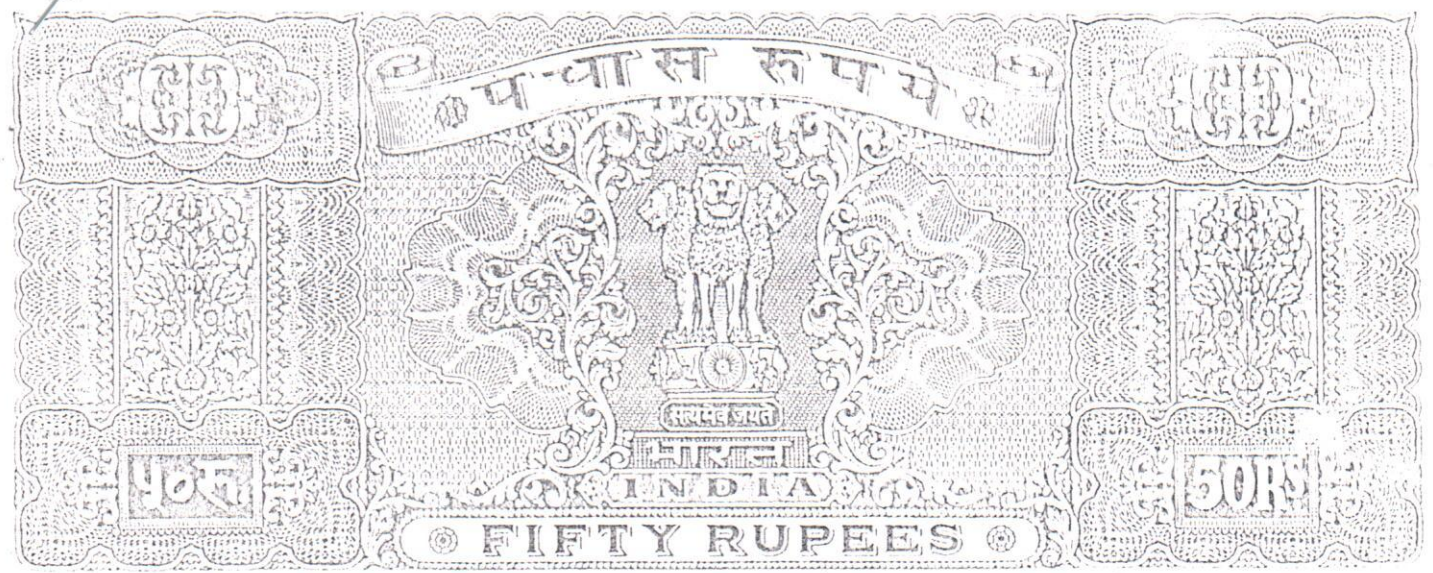
(RAJNI TANEJA)

प्रधान / Principal  
केन्द्रीय विद्यालय, वायुसेना / Kendriya Vidyalaya, AFS  
मकरपुरा, वडोदरा / Vadodara - 390 014

Encl: As above.

S-110A7

50 Rs.



REG. SR. NO. 12074 DATE 22/11/2002  
NAME Chief Admn. Officer  
ADDRESS Panchayat Samiti, Vadod  
BY Chavha N

NAME & ADDRESS  
MOHINI J. CHAVHAN SUKSHI  
NEAR M. S. GIRL'S HIGH SCHOOL  
GENDIGATE  
VADODARA - 390 017

STAMP VERIFIED BY  
LICENS. NO. 10/03  
HAYAT MANDIR COURT  
VADODARA - 390 001

**AGREEMENT**

THIS INDENTURE made the 24 day of Jan 2002 BETWEEN THE President of India (hereinafter called the Lessor) of the one part and the Kendriya Vidyalaya Sangathan a Society registered under the society Registration Act (hereinafter called the Lessee) of the other part.

WHEREAS the Lessor has agreed to demise the plot of land hereinafter described to the lessee in manner hereinafter appearing.

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 lessor both hereby demise unto the lessee ALL THAT plot of land containing by admeasurements 9.92 acres

Situated at AFS, MAKARPURA in the Cantonment

Of which said plot of land is more particularly described in the Schedule I hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured red TOGETHER with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto the lessor all mines, mineral, mineral substances of every description, sand and clay in or under the premises here by demise 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,

*[Handwritten signature]*

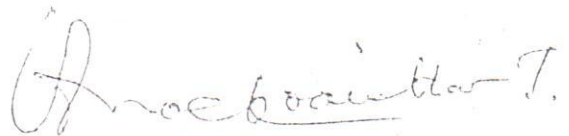
removing enjoying the same (paying the lessee reasonable compensation for all damage done) and also all timber fruit trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Defence Estates Officer/Cantonment Board) with right of entry to mark, fall, cut and carry away the same TO HOLD the premises hereby demised unto the lessee in perpetuity from the 24th day of Jan 2002 paying therefore the yearly rent of Rupee one only/- clear of all deductions on the second day of each year at the Ahmedabad office of the Defence Estate Officer or such other appointee in this behalf the first of such payment to be made on the 1st day of January next.

I AND THE LESSEE BOTH hereby covenant with the lessor

1. To pay unto the lessor the yearly rent here by reserved on the days and in the manner herein before appointed
2. From time to time and at all times to pay and discharge all rates, taxes, charges and assessment of every description which are now or may at any time hereinafter be imposed charged or assessed up on 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 buildings it becomes necessary to cut down a tree, the Defence Estate 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 demise or remove any minerals, mineral substances of any description sand or clay from the said land without the consent of and in accordance with term and conditions prescribed by the Defence Estate 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 premise hereby demised central school building, hostel, teacher accommodation, playgrounds 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 with out the previous consent in writing of the Air Officer Commanding-in-Chief the command.



संयुक्त आयुक्त (प्र.)  
Joint Commissioner (Adm.)  
केंद्रिय वायुसेना संगठन  
Kendraya Vayusena Sangathan



Defence Estates Officer  
Cantonment Circle,  
Ahmedabad-380003

- (6) Not to make any alterations in the plan or elevation of the said school buildings, hostel, teacher's 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 those of accommodation for school, hostel buildings and of playgrounds.
- (7) The responsibility for maintenance of the premises will rest with the Lessee. The Lessee shall make no structural alterations, erect any new structures <sup>on</sup> upon any part of the premises and install 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 accrue to the Government. If the Lessor so desires, the lessee shall at its cost restore the premises in the same condition as they were at the commencement of these presents.
- (8) Not to assign, underlet, transfer or hand over possession of the said land and buildings or part thereof or any of their right/ rights therein 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 impose.
- (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 Service of the Station from time to time.
- (10) To pay all existing and future rates, taxes assessment charges and other outgoing of every descriptions in respect of the said premises if legally leviable and levied.
- (11) To pay all the taxes, assessment charges that may be recoverable under Cantonments 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 the Station and on determination of the lease to hand over 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 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 of the presents, if they had remained in the same structural state and condition of repairs as they were in at the commencement of this lease.

सयुक्त आयुक्त (प्र०)  
 Joint Commissioner (Admn.)  
 केंद्रीय वायुतंत्र संस्थान  
 Kendriya Vayutंत्र Sansthan

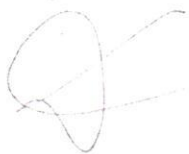
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ऑफिसिंग ऑफिसर  
 Deputing Station Officer  
 गैरिजन इंजीनियरिंग सर्विस  
 Garrison Engineer,  
 Military Engineering Service,  
 केंद्रीय वायुतंत्र संस्थान

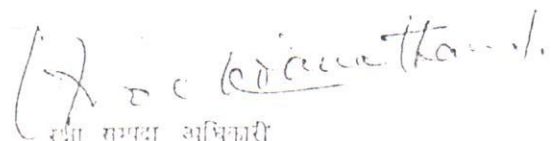
- (13) Not to remove any fixture and fittings from the premises existing at the commencement of this lease without the previous permission of the lessor.
- (14) Registration charges, if any, shall be borne by the lessee.
- (15) The lessee shall permit the Government with or without workmen to enter upon and view the condition of the said premises at all reasonable times upon prior notice.
- (16) During the occupancy of the premises and on 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 this Deed and shall pay compensation in lieu thereof, fair wear and tear and damage by fire or other natural causes not occasioned by willful act of default of the Lessee excepted. The decision of the <sup>officer</sup> commanding Station/Sub Area Commander 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.

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrears or 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 of the Defence Estate 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 Lessor may notwithstanding the waiver of any previous cause or right or re-entry enter upon any part of the premises hereby demised or of the building thereon in the name of whole and thereupon the said premises and buildings shall remain to the use of and be vested in the Lessor 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 Lessor at any time during the said term on giving thirty days notice in writing to the Lessee to resume possession of and determine tenancy of the lessee of the said land or



संयुक्त आयुक्त (प्र.)  
Joint Commissioner (Admn.)  
केंद्रीय विद्यालय संयुक्त  
Kendriya Vidyalaya Sangathan



रक्षा मंत्रालय अधिकारी  
Defence Estates Officer,  
गुजरात सर्कल,  
अहमदाबाद-३८०००३,  
Ahmedabad-380003,

any part thereof without making payment to the lessee of 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 Lessor and the amount of compensation so fixed by the Lessor shall be final and binding on the lessee.

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

V. PROVIDED ALSO that during times when school Buildings other than classroom. 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 purposes.

VI. PROVIDED ALSO that in the event of the premises or a part thereof being no longer required by the lessee, the lessor 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 services of the station. In the event of lessor not purchasing the said buildings, the lessee shall be entitled to remove the buildings with in 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/shall not be entitled to any compensation whatever there fore.  
*lessee*

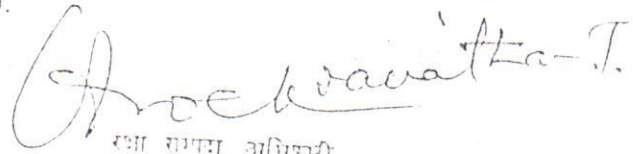
VII. In the event of dissolution of the lease the said land as also the buildings standing there on shall vest on the lessor.

VIII. PROVIDED ALSO that the expression "President of India" and lessee/lessees here in 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 successor and assigns.

The schedule above referred to.



जयन्त बाबुदत्त (He)  
J. N. Commissioner (Admn.),  
केंद्रीय निवास संगठन  
Kendriya Niwas Sangathan



रक्षा निवास अधिकारी  
Defence Estates Officer,  
गुप्त निवास,  
गुप्त निवास,  
अहमदाबाद-३८०००३,  
Ahmedabad-380003.

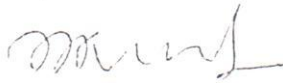
All that piece and parcel of land situated at recorded in the Military Land Register of the Cantonment as (Part of) survey number 410,411/1,411/2,412,413,414 and 415. Total area of land : 9.92 Acres and bounded :-

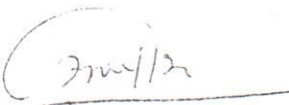
On the North by : road, survey no. 435  
 On the South by : road, survey no. 428/1 & 2  
 On the East by : road  
 On the West by : road, survey no. 429

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

On behalf of the President of India

In the presence of

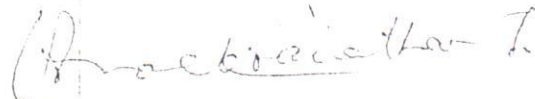
1. 

2. 


Witnesses -

1. Name - S. M. KAMBLE  
 Designation - OFFICE SUPDT.  
 Full Address - DEO GC AHMEDABAD.

2. Name - D. A. MAHOLKAR  
 Designation - SDO II  
 Full Address - DEO GC, Abad (C.A.)

  
 (Dr. T. Arsockianathan)

આ સમયા અધિકારી  
 D. Defence Estates Officer  
 ગુજરાત ક્ષેત્ર,  
 Gujrat Circle,  
 અમદાવાદ - ૩૮૦૦૦૩,  
 Ahmedabad-380003.

  
 On behalf of Kendriya Vidyalaya  
 સંગઠન (પા.)  
 Sangathan  
 કમિશનર (Admn.)  
 કેન્દ્રીય વિદ્યાલય સંગઠન  
 Kendriya Vidyalaya Sangathan