

(6) 53 54

No. 279

DATED THE _____ DAY OF _____ 199

PIMPRI - CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY

LEASE DEED

EXECUTED ON 12/1/92

REGD NO. P 50

TO:-

SECTOR NO. 2

PLOT NO. High School


PRINCIPAL
SHRI SWAMI SAMARTH

ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR, BHOSARI, PUNE - 411 026

LEASE DEED

THIS LEASE MADE AT Pune on the 17th
day of Jan One thousand nine hundred and ninety Seven.

BETWEEN

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY herein after called the "Lessor" [which expression shall, unless the context does not so admit include its successors and assigns] of one part, Though its Chief Executive Officer.

Shri M. V. Sangle

AND

Name : Amariyot Tarun mandal shikshan Sanstha by its chairman Yashwant Babasaheb Babar.

Age : 38 yrs occupation Business.

residing at : Vikas colony Landewadi Bhosari Pune 39

hereinafter called the "Lessee/s" (which expression shall, unless the context does not so admit, include his/her/its/their successor/s and permitted assigns their respective heirs, executors, administrators and permitted assigns) of the other part.

WHEREAS the Lessee had applied to the Lessor for the grant of a Lease of the plot of land belonging to the Lessor, hereinafter described

AND WHEREAS the Lessee has in particuiars stated that he does not hold any land in excess of the ceiling limit prescribed under the Urban lands [Ceiling and Regulation] Act. 1976.

AND WHEREAS the Lessor has on the faith of the statement and representations made by the Lessee accepted the Lessor's application and the bid/tender and has agreed to demise the said plot to the Lessee in the manner herein after provided.

TRUE COPY

[Signature]
मुख्याधिकारी (मुख्याधिकारी).

[Signature]
Principal
SHRI SWAMI SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR, BHOSARI, PUNE - 411 026

And Whereas the Lessor being local Authority formed under State Govt. (Regional & Town Planning Act, 1966, section 113) has been exempted under the (1) of the Urban Land (Ceiling & Regulation) Act, 1976, and it is not required to Subj u/s 26 (1) of Urban land (Ceiling & Regulation) Act, 1976

NOW THIS LEASE WITNESS AS FOLLOW:-

Interpretation

1. In these presents, the term Development Authority shall mean the Pimpri-Chinchwad New Town Development Authority or any officer authorised by it by a general or special resolution.

Description of land


2. In consideration of the sum of Rs 96946/- Ninty six thousand nine hundred and forty six only Rupees paid by the Lessee to the Lessor as premium and of the rent here by reserved and other covenants and agreements on the part of Lessee hereinafter contained, the Lessor hereby demises unto the Lessee. All that piece of land known as plot No. 2 High School in the Scheme of Sector No. 2 of the Pimpri-Chinchwad New Town approved by the Lessor for development of Sector No. 2 of the Pimpri-Chinchwad New Town approved by the State Government U. D. & P. H. Deptt. under their letter No. RPP/1176/2779/UD/19-11-76 within the village limits of Bhasan taluka Haveli District containing by admeasurement square-metres or thereabouts and bounded as follows to say;

- on or towards the north by 15-0 mtr road
- on or towards the south by zone
- on or towards the east by Primary school
- on or towards the west by Scheme NO 1

and delineated on the plan annexed hereto and shown there on a Red colour boundary and together with all rights, easements and appurtenances there to belonging except anything reserved unto the Lessor all mines and minerals in and under the said land or any part thereof held the land here in before expressed to be hereby demised (hereinafter referred to as demised land) unto the Lessee for the term of Ninety-nine years counted from the 15th

day of Jan one thousand nine hundred and ninety Seve

subject nevertheless to the provisions of the Maharashtra Land Revenue code, 1966 and the Rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the rate of the Lessor or as otherwise required the yearly rent of Rupees one from 1st April of each year or any part thereof the said Rent to be paid in advance without any deduction of the said Rent to be paid on or before the 30th day of April in each and every year.


Principal
SHRI SWAMI SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR BHOSARI, PUNE 411 026

3. Covenants by the Lessee

The Lessee with intent to bind all persons into whomsoever hands the demised land may come both hereby covenant with the Lessor as follows :

(a) To pay rent

During the said term hereby created to pay unto the Lessor the said rent at the time, on the day and in the manner herein before appointed for payment there of clear of all deductions.

(b) To pay rates & taxes

To pay all existing and future taxes, cesses rates assessments, land revenue charges and out-going of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised land and anything for the time being thereon. At present the Land Revenue in respect of the demised land is about Rs. one only.

(c) Not to excavate

Not to make any excavation upon part of said land hereby demised nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this Lease.

(d) Time limits for Commencement and completion of construction works

To submit to the Lessor within a period of three months from the date hereof plans and such other particulars of the building structure or work proposed to be built on the demised land in the manner prescribed under the Development Control Regulations.

(e) To commence within a period of one year from the date of approval of building plan by the Lessor or within one year from the date on which water supply is made available to the demised land whichever is later and within a period of three years from the said date at his own expense & in a substantial and work-man like manner and with new and sound materials and in compliance with the said Development Control Regulations and all Municipal Rules, by laws and regulations applicable hereto and in strict accordance with the approved plans elevations detailed specifications to the satisfaction of Development Authority build and completely finish fit for.

Residential

occupation a building to be used as Educational building with all requisite drains and other proper conveniences there to provided that where the lessor found sufficient reasons extends in any particular case the aboves stipulated time limit for completion of the construction of building as per regulations made in that behalf, the Lessee shall complete the construction of building within such extended period.

(f) To built only as per plans sanctioned by the Development Authority

Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land without prior sanction of the Development Authority and except in accordance with the plans approved by the Dev. Authority.

Principal
SRI SWAMI SAMARTH
SCHOOL (PRIM)
GURAVI NAGAR, BHOSER, PUNE - 411 026

(g) To build according to Development Control regulations or Municipal
force from time to time

Both in the completion of any such building or erection or addition and at the continuance of this demise to observe and to conform to the said Development Regulations and to all bye laws, rules and regulations of the Pimpri Chinchwad Municipal Council or other body having authority in that behalf and other statutes as may be in force for the time being relating in any way to the demised building thereon.

(h) Sanitation

To observe and conform to the Development Control Regulations all rules, regulations of the Development Authority or the local authority concerned or any of bye-laws of the Development Authority or the local authority in force for the time being in any way relating to public health and sanitation in order to provide sufficient latrine accommodation and other sanitary arrangements to such Regulations Rule or bye-laws in order to keep the demised land and surroundings in good conditions to the satisfaction of the Development Authority.

(i) Alterations

That no alteration or addition shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised land or architectural features except with the previous approval in writing of the Development Authority and subject to such conditions as the Development Authority may lay down.

(j) Not to affix or display sign boards advertisements etc.

Not at any time during the continuance of the said term to affix or display or permit to be affixed or displayed on or from the demised land any sign-board, sky-sign, neon-sign, or advertisement with or without illumination otherwise unless the consent in writing of the Development Authority has been previously obtained thereto.

(k) To enter and inspect

To permit the Development Authority's officers, surveyors workmen or others entering the demised land at all reasonable times of the day during the term hereof after a week's previous notice to enter into or upon the demised land and to inspect thereof and if upon such inspection it shall appear that any action is necessary to be taken to bring the demised land in satisfactory condition the Lessor may call upon the Lessee to take such action and upon his failure to do so within a reasonable time the Lessor take such action at the expense in all respects of the Lessee.

(l) To permit entry for carrying out works regarding water supply electricity supply etc.

The Lessee shall permit the Lessor or any person nominated by it or any servant or agent of the Lessor the Maharashtra Industrial Development Corporation and Maharashtra Electricity Board to enter into and upon the demised premises with such workmen necessary for the purpose of laying any water pipe line or a sewer line, or an electrical work concerned therewith.

(m) Nuisance

Not to do or permit anything to be done on the demised land which may be a nuisance, annoyance or disturbance to the owner, occupiers or residents of other premises in the vicinity

(n) User

To use the demised land for the purpose of Education only and for no other purpose

(o) Indemnity

To indemnify and keep indemnified the Lessor against any and all claims for damage, which may be caused to any adjoining buildings or other premises by such buildings or in consequence of the erection of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Pimpri-Chinchwad New Township Municipal Council or any local authorities in respect of the said work or of anything done under the authority herein contained

(p) Payment of service charges

To make to the Development Authority as yearly payment at the rate of Rs. nil as his contribution to the cost of establishing and maintaining Civic amenities such as road water drainage conservancy etc for the demised premises regardless of the extent of benefit derived by lessee from such amenities provided that no payment shall be made to the Development Authority one year after such civic amenities have been transferred to Pimpri-Chinchwad New Township Municipal Council. The payment shall be paid on the first day of April in each year or within 20 days therefrom.

(q) Delivery of possession after expiration

At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised land and all erections and buildings then standing or being thereon provided always that the Lessee shall be at liberty if he shall have performed and observed the Covenants and conditions herein contained prior to the expiration of the term to remove and appropriate to Lessee all building erections, and structures and material from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed provided further that after the possession of the demised land has been delivered to or obtained by the Lessor, such building erection or structure shall stand forfeited to the Lessor.

(r) Not to assign

Not to sell, mortgage, assign, underlet or sub-let or part with the possession of the demised land or any part hereof or any interest therein without the previous written consent of the Development Authority Consent may be granted by the Development Authority if the Lessor agrees either.

Principals
SHRI SWAMI SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR, BHOSARI, PUNE-411 026

c) In the event of reallocation the Lessee [mortgagor] has no right to share or ask for the payment of the increase in value of the plot and or any construction thereon/ flat derived by the authority.

(s) Bar on sub division of land

Not to subdivide the land demised to the Lessee.

(t) Change in Status of the Lessee

No change in the proprietorship or partnership of a limited or unlimited company or of registered or unregistered partnership firm to whom the plot is handed shall be recognised without the previous written consent of the Development Authority.

(u) Notice in case of death

In the event of death of the Lessee, the person to whom the title shall be transferred as heir otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

(4) Recovery of rent as Land Revenue

If and whenever any part of the premium or rent here by reserved or any other charges payable by the lessee shall be in arrears, the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code 1966.

5. Re-entry

If the said rent hereby reserved shall be in arrears for a period of thirty days whether the same shall have been legally demanded or not or if and whenever there shall have been a breach of any of the covenants by the Lessee here in before contained or if the Lessee be adjudged insolvent or bankrupt or renounces his character as such by setting a title in the third party or claiming a title in himself, the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the terms here by granted shall absolutely cease to determine and in that case no compensation shall be payable to the Lessee on account of building or improvements built or carried out on the demised land or claimed by the Lessee on account of the building or improvements built or made provided always that except on nonpayment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor shall have given to the Lessee or left on some part of the demised land notice in writing of its intention to enter and of the specific breach or breach of covenant in respect of which the re-entries intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice

6. Summary eviction of persons unauthorisedly occupying the demised land on determination of the lease

If, on the determination of the lease any person is found to be unauthorisedly occupying wrongfully in possession of the demised land it shall be lawful for the Development Authority to secure summary eviction of such person in accordance with the provisions of the Maharashtra Land Revenue Code 1966.


SHRI SWAMI SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR, BHOSARI, PUNE - 411 028

(8)

7. Notices and demands

Any demand for payment or notice requiring to be made upon or given to the Lessee be sufficiently made or given if sent by the Lessor through the post by registered letter addressed to the Lessee at the demised land and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

8. Marginal Notes

The marginal notes do not form part of the lease and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set subscribed their hands and seal the day and year first above written Signed Sealed and Delivered for and on behalf of the Pimpri-Chinchwad New Town Development Authority by the hand of :

Shri M. V. Sangle



[Signature]
LESSOR
CHIEF EXECUTIVE OFFICER
PIMPRI-CHINCHWAD
NEW TOWN
DEVELOPMENT
AUTHORITY

Witnesses

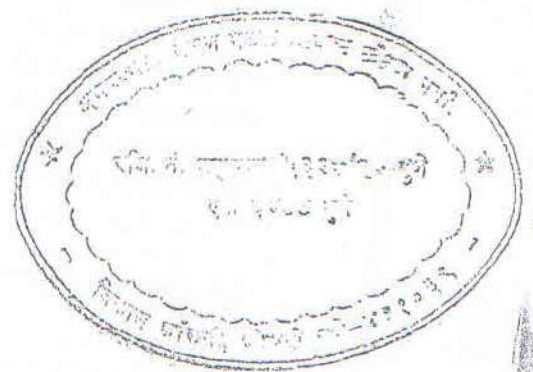
[1] *[Signature]*

Name P. P. DIVAKARAN
Address Plot. no. 204/24
Madhikasen NIGDI, PUNE-44

[2] *[Signature]*

Name V. J. JAMNAR

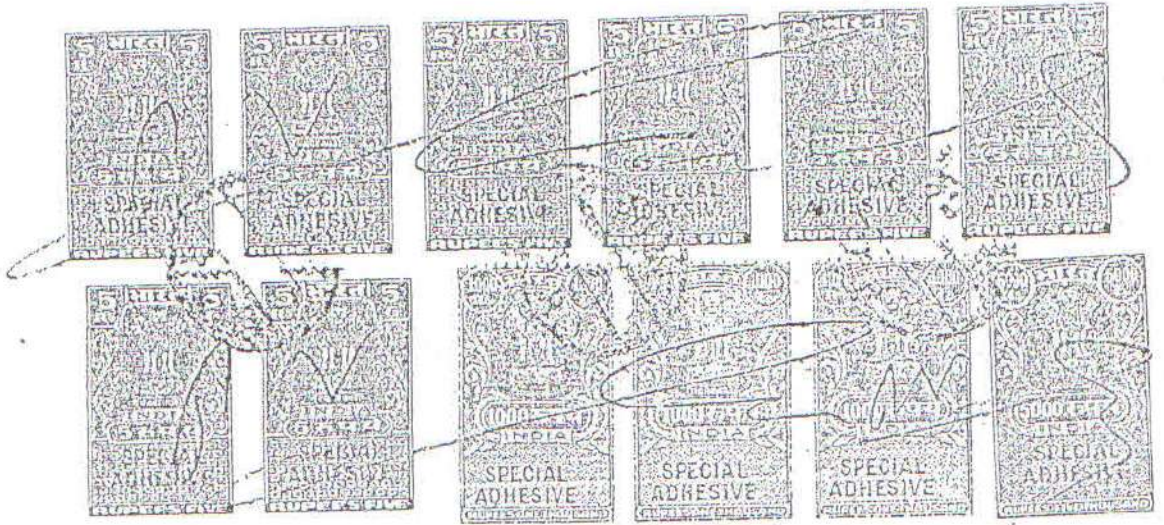
Address ARJUN KAMA 13/15
SECTOR 21 SURMARA
PANVANA-NAGAR



[Signature]
Principal
SHRI SHRI SWAMI KAMARTH
ENGLISH MEDIUM
DRAYANI NAGAR, BHOS. Pune - 411 026

[Signature]
Signature of the Lessee

9 JAN 1997



कुमर पोथानार बधिकारी, पुणे

डा. वि. क. ल. ४ ५०/६६
दि १०/१/९७

आमंत्रण लक्ष्मीश्री शिक्षण
संस्थान

Shreshwami Samarth
Principal

SHRESHWAMI SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM)
INDRAYANI NAGAR, BHOSARI, PUNE - 411 026

283

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण

प्लॉटचा नकाशा व ताबेपत्रती

पेठ क्रमांक
२

प्लॉट नंबर
माध्यमिक शाळा

क्षेत्र चौ. मीटर
४८४७.३

प्लॉट धारकाचे नाव

कल्याण नवनामिक शिक्षण

कृपया नकाशा हात घ्या



[Signature]
CHIEF EXECUTIVE OFFICER
Pimpri-Chinchwad New Town
Development Authority
Pune, Pines - 411006

॥ पूर्ण ॥

पिंपरी

[Signature]
Principal
SHRI SWAMI SAMARTH
ENGLISH MEDIUM SCHOOL
Indrayani Nagar, Bhosari, Pune - 411 026

V प्रती

साथ नि व शा व
2-20

Ground for case

25-04

स. नं.
28.

अ. नं.
2-04

Gate

वेग

2

मार्ग

22-00

5

compund

24-00



Principar
Principal

कुलकर्णी सा. ५०/१००
 मम १९९० चे जानेवारी
 चे १० दिनांकास २ व ३
 चे दरम्यान दुय्यम निबंधक
 इवेली क्र. ५ (पिंपरी, बिचवड)
 यांचे कार्यालयात हजर ठेवा.

को रंतली	५००
नौदणी	२००
छायापाने	५०
शेरे	२०
रजसास	१५
काचलीव	२५
टपास	२५
एकूण रु.	१०५०-००

[Handwritten signature]

दुय्यम निबंधक इवेली क्र. ५
 पिंपरी बिचवड

[Handwritten signature]

दुय्यम निबंधक इवेली क्र. ५
 पिंपरी बिचवड

~~श्री. यशवंत बाबासाहेब बाबर,
 ३६, व्यापाड रा. भोसरी, पुणे.~~
~~है, अमरपुत्र, तदन मंडळ शिक्षण
 संस्था तर्फे अज्ञान मंडळ.~~

~~श्री. दिलीप एम. गाडगीळ,
 प्रा. नि. वि. नवगज निवास
 साधिवरान, पुणे.~~

हस्तक्षेप करून देणारे
 तथाकथित ...
 हस्तक्षेप करून दिल्याचे कळवणे
 करतात.

है साली तही करणारे दुय्यम निबंधक
 यांचे जोळलीचे असून ते वरील दस्तऐवज
 करून देणारे व्यक्तीस स्वता जोळलत
 बसल्याचे सांगतात व त्यांची जोळ
 कळवितात.



TRUE COPY

[Handwritten signature]
 मुख्याध्यक्ष

श्री. ... निरासंधि (माध्यमिक)

[Handwritten signature]

दिनांक ... महि ... र्तन १९९९

दुय्यम निबंधक इवेली क्र. ५
 पिंपरी बिचवड

[Handwritten signature]
 Principal
 SHRISHRI SWAMI SAMARTH ARTH
 ENGLISH MEDIUM SCHOOL (PRIM.)
 INDRAYANI NAGAR, BHOSARI, PUNE - 411 026

श्री. एम. व्ही. सांगळे
मु. वा. कारी अधिकारी
पिंपरी-चिंचवड नवनाथ विकास
प्राधिकरण विंगडी, पुणे-४४

श्री. दिग्विजय एस. गोसावी
प्र. नि. श्री. सहाय्यक अधिकारी
पिंपरी-चिंचवड नवनाथ विकास
प्राधिकरण विंगडी, पुणे-४४

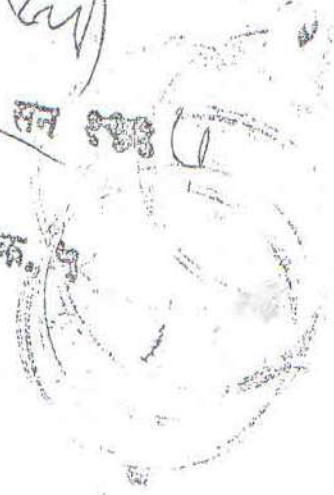
वस्तुनिष्ठ काल ईनाप
पचाकचित २१/५/२००४
वस्तुनिष्ठ काल दिव्याचे अक्षर
चरवाह.

M/96

ही साली सही करणार दुय्यम निबंधक
साचे बोललीचे असून ते वरील वस्तुनिष्ठ
काल दिव्याचे व्यक्तीस स्वतः बोलवत
वस्तुनिष्ठ सांगतात व त्यांची बोलणी
होवयाची.

दिनांक २१/५/२००४
सन २००४

दुय्यम निबंधक हवेली क.
पिंपरी चिंचवड



सहिल्या पुस्तकाचे
क्रमांक ६१५०/२००४
नोदला.
दुय्यम निबंधक
दिनांक २१/५/२००४
सन २००४

Principal
S. SHRI SWAMI SAMARTH SAMARTH
ENGLISH MEDIUM SCHOOL (PRIM.)
INDRAYANI NAGAR, BHOSARI, PUNE-411 026 025