

13 DEC 2001



पुणे जिल्हा शासकीय, पुणे

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 १३ सारसेत ...  
 स दरम्यान हवेली-८ दुय्यमः  
 विरंभक कचेरीस जाणून दिज.  
 इंद्रगणी संस्था  
 S. S. Primary School  
 सचिव

४ पैकी ।  
 रॉरणी की । ३०००  
 शया पाने (१०) ७०  
 मेरे की । १८  
 हनुवात की ।  
 कार्यालय की । २  
 प्राध की । २

रर ... ३०६३

पुण्य निबंधक हवेली क. ६

पुण्य निबंधक हवेली क. ६

इंद्रगणी संस्था  
 S. S. Primary School  
 सचिव

LEASE DEED

THIS INDENTURE OF LEASE DEED IS MADE AND EXECUTED  
 AT PUNE ON THIS 13<sup>TH</sup> DAY OF THE MONTH OF DECEMBER IN  
 THE YEAR TWO THOUSAND ONE.



S. S. PRIMARY SCHOOL  
 S. S. Pradhikar  
 PRINCIPAL

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BETWEEN

SHRI VINNAYAK PURUSHOTHAM GADGIL,  
Age-about 64 years, occupation-retired,  
Residing at No.1, Dnyankunj, Near Jain  
Temple, Pawat, MUMBAI

THROUGH HIS GENERAL POWER OF ATTORNEY HOLDER

SHRI LAXMAN K. DEOKAR,  
Age -about 44 years, Occupation-Business,  
R/at S.No.4 "RAJGAD" Kalas, Malwadi,  
Alandi Road, PUNE-411 015.

HEREINAFTER SPECIFICALLY CALLED AS "THE LESSOR"  
(Which expression shall unless be repugnant to the context or meaning  
thereof shall mean and include his heirs, executors, successors, nominees,  
assign etc.)

..PARTY OF THE FIRST PART

AND

INDRAYANI SANSTHA

A duly registered under the 'Bombay Public Trusts  
Act, 1950' having its registered office-situated at  
S.No.4, Kalas, Malwadi, Pune- 411 015

THROUGH ITS SECRETARY

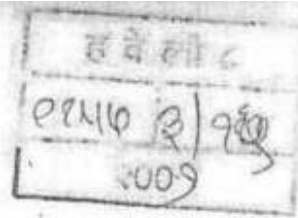
SHRI SANDEEP L DEOKAR,  
Age about 19 years, occupation-Education,  
R/at S.No.4 "RAJGAD" Kalas, Malwadi,  
Alandi Road, PUNE-411 015.

HEREINAFTER SPECIFICALLY CALLED AS THE LESSEE  
(Which expression shall unless be repugnant to the context or meaning  
thereof shall mean and include its executors, trustees, beneficiaries,  
nominees, committee members, assign etc.)



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.... PARTY OF THE OTHER PART

WHEREAS all that piece and parcel of vacant land bearing plot No.48 (part), out of Survey No.116, 152+153, totally admeasuring about 1022.sq.mtrs. i.e. 11000.0 Sq.ft. lying and situates at Peth Mohanwadi, Yerawada, Tahasil Pune City, District and City - Pune, within the limits of Pune Municipal Corporation as also Sub-Registrar Haveli No.8 and particularly described in the Schedule written hereunder, hereinafter specifically called to as 'THE SAID PROPERTY'

AND WHEREAS the said property or originally belonged to Smt. Ramabai Purushottam Gadgil, who intended to transfer her all properties in favour of her only major son Shri Vinayak Purushottam Gadgil and accordingly she has submitted requisite applications and documents with the concerned local authority and subsequently the name of her son duly recorded in 7 x 12 extract vide mutation entry No.2110, dated 1-4-1970 and certified on 6-7-1970.

AND WHEREAS in the year 1976 the Urban Land (Ceiling and Agglomeration) Act, 1976 came into force and as per Sec.6 (1) Shri Vinayak Purushottam Gadgil submitted his returns with the Competent Authority Pune and after hearing the matter the said property exempted from the Ceiling Act and granted permission to develop.

AND WHEREAS Shri Vinayak Purushottam Gadgil transferred his



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Entire rights in favour of M/s Uday Development Company for the proposed developments through registered agreement dated 17-3-1986 vide Serial No. 2852 and after execution of the agreement the said firm obtained entire development rights of the said property, but the said firm unable to carry out proposed developments and transferred its entire rights title and interest in favour of Shri L.K.Deokar on or about 9-8-1990 and Shri Vinayak Purushottam Gadgil also made a party as a confirming party in the said 'Development Agreement'; In addition to that Shri Vinayak Purushottam Gadgil also executed separate General Power of Attorney in favour of Shri Laxman K. Deokar. and granted express Powers to carry out proposed developments or to relinquish, surrender, transfer, alienate his rights, in respect of the said property;

AND WHEREAS by virtue of powers given by the original owner, the nominee acquired rights to dispose of said property by any means whatsoever and howsoever nature, he deems fit and proper;

AND WHEREAS, the Lessee is in need of vacant plot for its educational purposes, hence approached to the Licensor and after due negotiations the licensor agreed to transfer said property under lease basis as also the lessee also agreed to acquire lease hold rights on the specific terms and conditions hereinafter appearing;

REGISTRATION  
OFFICE  
PUNE



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NOW THEREFORE WITNESSETH BY AND BETWEEN THE PARTIES AS UNDER::

1. The Lessor hereby transfers, surrenders, assigns the lease hold rights of the said property i.e. vacant plot of land bearing No.48(part) out S.No.116,152 + 153, admeasuring about 1022.0 Sq.Mtrs situate at Mohanwadi, Yerawada, Pune - 411006. In favour of the lessee society under lease basis for the duration of 99 years since the date of execution of these presents. In consideration of the yearly rent of Rs.30,000/- (if rent is delay interest will be charged @ 15% p.a. on outstanding amount of rent by the licensor and lessees should pay said interest amount.) and thereafter whichever decided by party in future till determination of the present lease and it is agreed that the rent shall be paid in advance for every year.
2. The lessor is sole owner and holder of open plot of land and except the lessor no any other person or party has any right, title and interest in respect of the said property;
3. The lessor hereby given full assurances to the lessee that the said property is totally free from all encumbrances, charges, and claims and not any subject matter of any lease, lien, gift, exchange, acquisition,



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requisition nor subject matter of LIS PENDENCY and if any encumbrances will be found in existence then it shall be cleared by the lessor at this own costs;

- 4 The Lessor hereby handed over true certified copies of requisite documents i.e., development agreement, power of attorney etc. for valid transfer of the property as well as for registration purposes and also agreed to handover other documents those will be found necessary from time to time;
5. The lessee is an Educational Trust, which is duly registered with the office of Charity Commissioner, Pune under the Bombay Public Trusts Act, 1950 vide Registration No. 12784/ Pune.
6. The lessee has made resolution on 4-12-2001 at resolution No. for acquiring the said property under lease and also by other resolution duly nominated its secretary for preparation and registration of the present Lease Agreement with power to sign and admit execution of these presents and true copy of resolution is duly submitted herewith along with xerox true copy of the registration certificate.
7. The lessor hereby grants, express permission to the lessee, to use balance or any part of F.S.I. of the said property by erecting suitable construction for its educational purposes with prior permission of the concerned local



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authorities as well as approved building plans of PMC It is hereby declared that such structure and/or building shall at all times remain the property of the lessee during the terms of tenancy hereby created, it being agreed that during the continuance of the tenancy the lessee shall not sell the said property nor create any third party interest.

8. In it without written prior permission of lessor.
9. The lessee will be liable to keep the building or building and the structure erected on the said demised land in a good state of repairs and wind and water-tight conditions shall restore any damage or injury caused thereto except such damage as may be caused by ordinary and reasonable wear and tear;
10. The lessee shall permit the lessor or their duly authorised agents or agent to enter the premises at all convenient times for periodical inspections of the same except when any show or functions is being held therein.
11. The lessee shall not except with the permission of the lessor in witting first had and obtained use the premises for any purpose other than the following namely, the educational purposes and their sports, Gymnastic Hall, hostel, library hall reading room, all indoor games, swimming tank, laboratory etc. and other purposes subsidiary or connected therewith. In case of a breach



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of this condition the tenancy shall be deemed terminated with all the consequences hereinbefore mentioned.

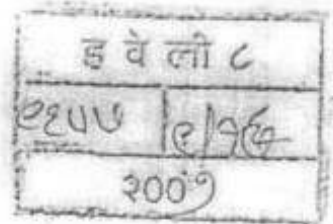
12. The lessee shall use the said property for restricted purposes of Education, Sport, indoor games, swimming etc. and not other than that nor permit another to use for which it was leased or commit any other act which is destructive or permanently injuries thereto;
13. At all times during the term of this lease to keep and maintain the premises, clean, tidy, healthy, wind and water tight in all seasons and further in good and substantial repair, reasonable wear and tear and damage by fire or storm excepted.
14. The lessee shall pay all Municipal Taxes, Cessese, N.A. charges, water, cesses, electricity charges etc. regularly and should not make any default in respect thereof till continuation of present lease;
15. Either party has right to terminate present lease only after issue of written notice to other party prior to three months of determination of lease;
16. The lessee shall obtain requisite permissions from the concerned Government or Semi Government authorities, education department, sports department, other statutory bodies as and when necessary to run the institute as also always observe all rules, regulations and bye-laws those



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- will be imposed by such authorities from time to time;
17. All expenses for preparation and registration of these presents shall be paid and born by the lessee and lessor shall not contribute for it;
  18. Stamp duty and registration charges paid by lessee for valuation of Rs.
  19. The lessor hereby gives full assurance to the lessee that the said property is free from all encumbrances charges and claims and has right to enter in these presents.

### SCHEDULE

All that piece and parcel of vacant plot of land admeasuring about 1022.0 Sq.Mtrs i.e. 11000 Sq.ft. bearing its plot No. 48(part) out of Survey Nos. 116,152+153 lying and situate at Peth Mohanwadi, Yerawada, Tahasil Pune City and District and City Pune within the limits of Pune Municipal Corporation and Sub-Registrar, Haveli No.8, and bounded as under;

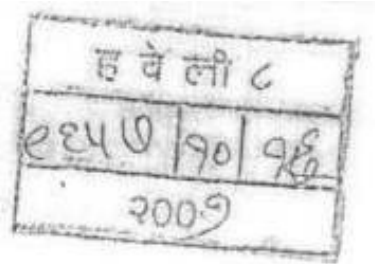
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| ON OR TOWARSD EAST  | : Plot No.49;    |
| ON OR TOWARSD SOUTH | : Public Road;   |
| ON OR TOWARSD WEST  | : Plot No, 48/2; |
| ON OR TOWARSD NORTH | : Nallah         |

Inclusive of all easementary rights thereto.



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND PUT THEIR SIGNATURES AND SEAL AT PUNE ON THE DAY, DATE AND YEAR FIRST HEREIN ABOVE WRITTEN


**LESSOR:**

(Signed, Sealed & Delivered within named Shri Laxman K. Deokar, lien. Power of Attorney Holder of owner Shri Vinayak Purushottam Gadgil)

संस्थान संस्था


Deokar


समिति

**LESSEE:**

(Signed, Sealed & Delivered within named Shri Sandeep L. Deokar, Secretary & Authorised Signatory of INDRAYNI SANSTHA.)

**WITNESSES:**

1. Signature :   
 NAME : Mr A.V.Mhaske  
 ADDRESS : Kalas Malwadi  
 Pune - 410015.

2. Signature :   
 Name : Mr S.K.Deokar  
 ADDRESS : Rajgad, Kalas Malwadi  
 Pune - 410015.



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