



18 OCT 2004



ज. एच. गांधी ४८५, सेंटर स्टीट पुणे-१.

र. नं. १००१२ ता. ५०x२-१००६ ता.

नांव दि. पूना डायसिपल कॉर्पोरेशन

पत्ता हस्ते

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ला. नं. HAV/II/109

स्टॅम्प व्हेंडा

12 OCT 2004

**LEAVE AND LICENCE AGREEMENT**

THIS AGREEMENT OF LEAVE AND LICENCE made at Pune, on 12 OCTOBER 2004 BETWEEN:-

**THE POONA DIOCESAN CORPORATION, PVT. LTD. PUNE, 411001, a Registered Public Charitable Trust, bearing No. F/ 883, [Poona], having its registered office at Bishop's House, 1 - B, Prince of Wales Drive, Pune- 411001, by its authorized Trustee, Rt. Rev. Valerian D'Souza, Bishop of Poona, hereinafter referred to as the LICENSORS (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors in title) OF THE FIRST PART;**

and

*Handwritten notes in purple ink*



**THE CONGREGATION OF THE CARMELITE RELIGIOUS**, bearing Registration No. S. 98 under the Travancore, Cochin, Literary, Scientific and Charitable Society Act (12 of 1955). The name of the Society is Carmelite Religious of Trivandrum- having its registered Office at C. C. R. GENERALATE, ALL SAINTS' CAMPUS, CHACKAI - TRIVANDRUM, KERALA - 695007, hereinafter referred to as the LICENSEES (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors in title) **OF THE OTHER PART.**

**WHEREAS** the properties bearing GLR SY No. 183 The Bungalow No. 9, Burr Road - St. Joseph's Convent, Kirkee, Pune -411003, District Pune, as fully and particularly described in Schedule hereunder are owned by the Licensors and stand in their name in the Revenue records and other relevant records:

**AND WHEREAS** the Licensees have requested the Licensors to allow and permit them to develop the property / (ies) for establishing "A School / Hostel for educational purposes and for residential accommodation for staff and students.

**AND WHEREAS** the Licensors have agreed to allow the Licensees to enter upon and use the said properties on the following terms and conditions:

**NOW THIS DEED OF LEAVE AND LICENSE WITNESSETH AS FOLLOWS:**

1. The License granted by the Licensors was renewed from 12.01. 1991 and shall expire after 30 years, i.e. on 11. 01. 2021.
2. The License shall be renewed on the request of the Licensees if they so desire. However the option of renewal of the license shall always be with the Licensors.
3. The Licensors have permitted the Licensees, their agents, servants, laborers, contractors or anybody claiming through them, to enter upon the said property and to carry on the building activities, at their own cost.
4. The Licensees, the Architects, Agents, Contractors or any other persons claiming through them, are empowered to approach the Local bodies, Municipal Authorities and submit the plans for development and the Licensees are authorized to endorse and sign on behalf of the Licensors on such plans and documents for which the Licensors have already executed a General Power of Attorney in favor of Mother Mary Frances of The Congregation of the Carmelite Religious, (or her successor in office)





ज. एच. गांधी ४८५, सेंटर स्ट्रीट पुणे-१. 18 OCT 2004

र. नं. १००१२ ५०x२=१००/२ ता.

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12 OCT 2004

5. The License shall strictly abide by the construction rules and regulations, Floor Space Index (FSI), etc., of the Kirkee Cantonment Board and any other local authority for all development and construction work within the 2.75 acre of land on property bearing GLR Sy No 183 Bungalow No 9, Burr Road Kirkee, Pune. 411 003 under this Agreement.
6. The Licensor shall not be responsible for any acts of omission or commission by the Licensees in their construction work. If the Licensee commits any breach of prescribed rules and regulations and if they are prosecuted, or liable for the same. If any loss or damage is suffered by the Licensor due to negligence or any other act of the Licensee, the Licensee shall compensate for the same to the Licensor.
7. The Licensees shall use the building constructed over the said property only for the aims and objects of The Congregation of the Carmelite Religious.
8. Any breach of conditions committed by the Licensees shall give right to the Licensor to terminate this Leave and License Agreement after reasonable written notice to remedy such breach.



9. In case of withdrawal of the Congregation by the P.D.C., an appropriate compensation shall be given to the Congregation by the Diocese for the buildings they have put up, together with the equipment and furniture for which the funds of the Congregation have been invested.

**IN WITNESS WHEREOF THE PARTIES** hereto set their hands on the day and date herein above mentioned

**SIGNED, SEALED, AND DELIVERED BY THE WITHIN NAMED LICENSORS**

*Valerian D'Souza*

**RT. REV. VALERIAN D'SOUZA  
BISHOP OF PUNE  
THE POONA DIOCEASAN CORPORATION PVT. LTD.  
BISHOP'S HOUSE, 1B PRINCE OF WALES DRIVE  
PUNE - 411001.**

In the presence of :-

- 1. *Fr. Sebastian D'Mello.* *Fr. Sabu*
- 2. *Mr. Saxson Danson* *Shree*

Witnesses.

**SIGNED, SEALED, AND DELIVERED BY THE WITHIN NAMED LICENSEES  
THE CONGREGATION OF CARMELITE RELIGIOUS THROUGH THEIR  
SUPERIOR GENERAL**

*SM Frances*

**MOTHER FRANCES C.C.R.  
SUPERIOR GENERAL  
CCR GENERALATE, ALL SAINTS CAMPUS  
THIRUVANANTHAPURAM 695 007 (KERALA)**

In the presence of :-

- 1. *Sr. Belinda Pereira* *B. Pereira*
- 2. *Sr. Mary Teresa* *Cheruvu*

Witnesses:-





No. 29 STAMP OFFICE, POONA Date 8/4/61

General Stamp of Rs. 200 + 30 + 4 = (234-00) Two hundred

Chiriy four aly.

Issued to The Director, The Poona Diocesan Corporation Private

self through Mr. P. S. Noronha.

Address Bishop's house Poona. 1

Paul. J. Noronha

Serial No. 1165 Presented at the office of the Sub-Registrar of Haveli No II between the hours of 12

and 1 on 21st August 1961 for the Poona Diocesan Corporation Private Ltd. The Director General.

Stamp head Karkun, 8/4/61 Poona H.P.

Received fees for: -	Rs. 40-00
Registration	" 7-00
Photographing	" 7-00
Pages 7	"
Memo	"
Postage	" 1-06
Total	Rs. 48-06

Joint Sub-Registrar, Haveli No. II.

HVL II
1165-1/7
1961

Joint Sub-Registrar, Haveli No. II.

SCHEDULE IX (See Rule 31(1))

Building lease for a term of years not exceeding thirty and not renewable.

THIS INDENTURE made the 21 day of August 1961 between the President of India (hereinafter called the Lessor) of the one part and The Director General, Poona Diocesan Corporation (Private) Ltd., Poona (hereinafter called the



131



No. 29 STAMP OFFICE, POONA Dated 8/4/61

General Stamp of Rs. 30 + 4 + 200 = (234-00) (w/undd)

Thirty four only.

Issued to The Director, The Poona Diocesan Corporation

Private limited

self/through Mr. P. J. Noronha

Address Bishop's House Poona-1.

Paul J. Noronha

HVL II
1165-2/7
1961

Stamp Head Karb 87.7/61  
Poona

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5302

Lessee) of the other part Whereas by virtue of rules made under Section 280 of the Cantonments Act, 1924, the Military Estates Officer, Bombay Circle, Poona-1 (hereinafter called the Military Estates Officer) has agreed on behalf of the Lessor to demise the plot of land hereinafter described to the lessee in manner hereinafter appearing, vide Government of India, Ministry of Defence letter No.7/20/L/L&C/59/146-L/D(C&L), dated the 12th January, 1961. Now this Indenture Witnesseth in consideration of the premium of Rs.4820/- (Rupees four thousand eight hundred and twenty) only paid on or before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that plot of land containing by admeasurement 2.75 acres situate at G.L.R. Survey No.183, in the Cantonment of Kirkee which said plot of land is more particularly described in the Schedule hereunder written with the boundaries thereof is delineated on the plan annexed to these presents and thereon bounded RED.

Together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining Excepting and Reserving unto the Lessor all mines minerals, mineral substances of every description sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of



131



No. 29 STAMP OFFICE, POONA Dated 8/4/61

General Stamp of Rs. 30 + 4 + 200 = (234-00) (w/undd)

Thirty four only.

Issued to The Director, The Poona Diocesan Corporation

Private limited

Self/through Mr. P. J. Noronha

Address Bishop's House Poona-1.

Paul J. Noronha

HVL II
1165-2/7
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Together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining Excepting and Reserving unto the Lessor all mines minerals, mineral substances of every description sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of



961 No

BOMBAY STATE



No. 29

STAMP OFFICE, POONA Date 8/4/61

General Stamp of Rs. 4 + 200 + 30 = (234-00) Two W

Sixty four days

Issued to The Director, The Poona Diocesan Corp  
Private Limited

P. J. Noronha

Address Bishop's house, Poona-1

Paul J. Noronha

HVL II
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for all damage done and also all timber fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees or branches of trees cut down with the written consent of the Military Estates Officer) with right of entry to mark fell cut and carry away the same to hold the premises hereby demised unto the Lessee for the term of THIRTY years from the 12th day of January, 1961 rendering therefor during the said term the yearly rent of Rs. 482/- (Rupees four hundred and eighty-two) only clear of all deductions by yearly payments on the 12th day of January in each year at the office of the Military Estates Officer or such other place as the Military Estates Officer shall from time to time appoint in this behalf the first of such payments having been made on the 21st day of April, 1961.

I. And the Lessee doth hereby covenant with the Lessor:-

- (1) To pay unto the Lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.



133

HVL II
1165-4/7
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(2) From time to time and at all times during the said term to pay and discharge all rates taxes charges and assessments of every description which are now or may at any time hereafter during the said term be imposed charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.

(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 without the previous consent in writing of the Military Estates Officer but to preserve the same in good order.

(4) Not to make any excavations in the land hereby demised or remove any minerals mineral substance of any description sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Estates Officer.

(5) Within 12 calendar months next after the date of these presents at his own cost to erect and finish fit for habitation/use on the premises hereby demised a School building together with all necessary out-houses sewers drains and other appurtenances in accordance with a plan to be approved in writing by the Cantonment Board under the provisions of the Cantonment Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the School buildings hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command/ Cantonment Board.

(6) Not to make any alterations in the plan or elevation of the said School buildings without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a school and its ancillaries.

(7) At all times during the said term to keep the said school buildings and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the Lessor.

(8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof.

II. Provided always that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar



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34 ✓

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HVL II
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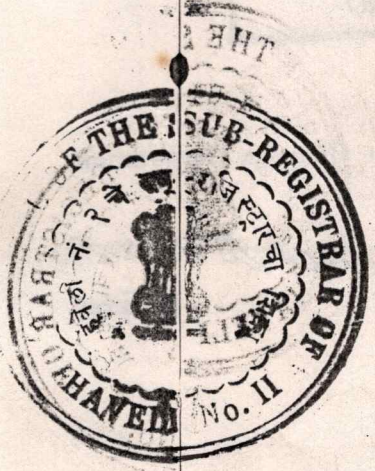
month next after any of the said days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained then and in such case the Lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the Lessor and this demise shall absolutely determine and the Lessee shall not be entitled to any compensation whatever.

III. Provided also that the expressions 'President' and the 'Lessee' hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his heirs executors administrators representatives and permitted assigns.

. THE SCHEDULE above referred to.

All that piece and parcel of land situate at Kirkee Cantonment in the Registration Sub-District Haveli, District Poona and recorded in the General Land Register of the Cantonment as Survey Number 183 and admeasuring 2.75 acres or thereabouts and bounded -

- On the North by - Military Parade Ground. The length of the Northern side of the plot leased is 239'-0" in length.
- On the South by - Frere Road. The length of Southern side of the plot leased is 267'-0".
- On the East by - Burr Road. The Eastern side of the plot leased is 452'-0"
- On the West by - Bungalow No.8, Frere Road. The length of the Western side of the plot leased is 455'-0",





135

and delineated and verged RED in the plan hereto annexed.

In witness whereof the parties hereto have set their hands the day and year first written above.

Signed by  
Shri N.K. BHAVNANI,  
Military Estates Officer,  
Bombay Circle, Poona-1, on  
behalf of the President of  
India in the presence of

*N.K. Bhavnani*

Military Estates Officer,  
Bombay Circle,  
(N.K. BHAVNANI).

Witness.

*J.B. Dixit*

for Head-Clerk,  
Military Estates Office,  
Bombay Circle, Poona-1.

HVL II  
1165. 6/7  
1961

Signed by the above-named  
Director General,  
Poona Diocessan Corporation  
(Private) Ltd., Poona in  
the presence of -

For The Poona Diocessan Corporation,  
Private Ltd

*Director*  
Director.

Witness.

*Rajmameeram*  
Bishop's House  
Poona I.

Witness.

*P. S. Silar*  
15 Kahun Road,  
Poona-1

