

महाराष्ट्र MAHARASHTRA

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AP 615164



THIS LEASE DEED MADE AND EXECUTED AT PUNE ON THIS 15TH DAY OF FEBRUARY, 2019.

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particularly described in the Schedule B hereunder written, hereinafter referred to as the 'SAID LAND'.

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BETWEEN

SMT. URMILA ANIL SANAS

Age- 45. years, Occupation- Mouse Wife
R/at- 22/1 Premnagar Co Operative Housing Society,
Bibvewadi Pune - 411037.

Hereinafter referred to as the 'LESSOR' (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, assigns, administrators etc) PARTY OF THE FIRST PART.

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EXPLY
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AND

GREEN ACERS ENGLISH MEDIUM SCHOOL

Through its

Secretary / Authorised Signatory

Kum. Vibhavari Vasantrao Sanas

Age-54.. years, Occupation-Business, R/at-22/1 Premnagar Co Operative Housing Society Bibvewadi, Pune – 411037.

Hereinafter referred to as the 'LESSEE' (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, assigns, administrators etc) PARTY OF THE SECOND PART.

WHEREAS the Lessor is the exclusive owner of land bearing S.N.35, Hissa.No. 1, admeasuring 01 H 55 R situated at Vadgaon Khurd, Pune and within the limits of Pune Municipal Corporation, more particularly described in the Schedule A hereunder written.

AND WHEREAS the Lessor has decided to lease land admeasuring 00H R, out of the total land described in schedule A, more particularly described in the Schedule B hereunder written, hereinafter referred to as the 'SAID LAND'.

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AND WHEREAS the Lessor has agreed to grant to the Lessee a lease in respect of said land for a period of 5 years, subject to terms and conditions laid down in the said deed.

AND WHEREAS the Lessor has made out his marketable title to the said land free from all encumbrances, claims or reasonable doubts.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS FOLLOWS:

In pursuance of the said deed and in consideration of the rent hereby granted and the Lessee's covenants hereinafter mentioned the Lessor hereby demise unto the Lessee the said land, to hold the demised land unto the Lessee (and his heirs, executors administrators and assigns) for a period of 5 years commencing from the 1st day of February, 2019 at a yearly rent of Rs 12,000/- to be paid in the month of June every subsequent year.

The Lessee shall construct a suitable building and other structures on the demised land as per his requirement and convenience.

THE LESSEE HEREBY AGREES TO THE FOLLOWING COVENANTS:

- To pay rent hereby reserved in the manner aforesaid to the lessor.
- (ii) Not to use the demised land or the School building constructed thereon or any part thereof for any illegal purpose.
- (iii) To pay all taxes, cess, impositions, assessments, dues and duties payable in respect of the demised land and the school building to be constructed thereon to the Government of Maharashtra, or the Municipal Corporation or any other local authority or public body.
- (iv) To keep the School building constructed on the demised land in good and tenantable condition.
- (v) To permit the lessor or his duly authorized agent or agents to enter the demised land at all convenient times for inspection of the land and building constructed.



PRAKASH MARUTI DAMBRIE, PUNIE REGIO, NO. 10343 EXPIRY DATE 30/09/2023

- (vi) To sub-let, sell, dispose of or assign the demised land or the house constructed on the demised land without the consent of the lessor in writing.
- (vii) To use the demised land for construction of school building which will be used for School/ Educational purpose as per the convenience of the Lessee.
- (viii) To insure and to keep insured the school building that may be constructed on the demised land against the loss or damages by fire, earthquake, riot or affray with any insurance company.

THE LESSOR HEREBY AGREES TO THE FOLLOWING COVENANTS:



- the demised land, during the term of lease without any interruption, disturbance, claims or demand whatsoever by the lessor or heirs or any person or persons claiming under him, subject however, the lessee paying the said yearly rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed.
- (ii) The lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the demised land and is having full power and absolute authority to demise unto the lessee the demised land.
- (iii) It is hereby agreed that if default is made by the lessee in payment of the rent for any of five years, or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed by the lessee, then on each such default, the lessor shall only be entitled to an additional interest at the market rate on the arrears of rent and the Lessor shall have no other remedy of what so ever nature, the Lessor shall have no right to terminate the lease and eject the lessee from the land demised and from the building, that may have been constructed thereon, provided that a notice in writing shall be given by the lessor to the lessee for recovery of arrears of rent but if the arrears of



notice, then such notice shall have no effect in law

AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- (i) On the expiry of the term hereby created under the provisions hereof, the Lessee will hand over the peaceful and vacant possession of the demised land and school building constructed thereon to the Lessor in a good condition.
 - On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on his part to be observed and performed, the lessee will have the option to renew the lease of the demised land for a further period of 5 years, provided he gives a notice to the effect in writing by registered post to the Lessor of his intention to do so at least three calendar months before the termination of the present lease; provided that the rent payable by the lessee to the Lessor during the extended time of the lease shall be Rs 12000/- per annum, which will include the rent of the demised land and of the school building constructed thereon, which on the expiry of term of the lease, shall vest in and be the absolute property of the Lessor as hereinabove mentioned. After the expiry of the said period of 5 years, the Lessee shall not be entitled to exercise further option of renewal of the lease and shall deliver the demised land and the school building constructed thereon to the lessor in good condition as hereinbefore provided.
- (iii) The stamp duty and all other expenses in respect of this Lease

 Deed shall be borne and paid by the Lessee.
- (iv) The marginal notes and the catch lines hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents.

SCHEDULE-A

All that piece and parcel of the land bearing S.N. 35, Hissa.N. 1 admeasuring 01 H 55 R situated at Wadgaon Khurd, Pune, within the limits of Registration District Pune, Sub- District, Taluka, Haveli, within the jurisdiction of Sub-Registrar Haveli.No.1-28 and bounded as follows:





On or towards East

On or towards South

On or towards West

On or towards North

: By Road

By Remaining part of this gratto

: By Br. No. 36

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SCHEDULE- B

All that piece and parcel of the land admeasuring 00 H 80 R out of the land more particularly described in schedule-A and bounded as follows:

On or towards East

: By Remaining Part of \$41 ST. No.

On or towards South

By Remaining par of this sono.

On or towards West

: By Internal coop

On or towards North

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IN WITNESS WHEREOF, THE LESSOR AND THE LESSEE HAVE PUT THEIR RESPECTIVE HANDS ON THIS LEASE DEED ON THE DAY

AND YEAR FIRST HEREINABOVE WRITTEN

WITNESSES

Name: Mr. Nilesh Tonde

Address: Kothrud Pune 38

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LESSOR

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Name: Mr Sumit Sunil Tarte

Address Mayur Colony, Hobred Poncas

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LESSEE



MOTED AND REGISTERED AS SERIAL NUMBER 13 12019



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MIRUTI
DAMS E PUNE
REGO, WI 19348
EXPL. DATE
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