DATED THE

DAY OF

198

PIMPRI-CHINCHWAD NEW TOWN **DEVELOPMENT AUTHORITY**

97X230A(1)

Lease deed excertee an Melas

LEASE DEED

TO :-

SECTOR NO.

PLOT NO. In many School part 2

Part - 2



बणर कोपागार अधिकारी, हुन

THIS LEASE MADE AT Pune on the 17 th

day of Feb- One thousand nine hundred and eighty ninty Four

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. Through its chief Executive Officer.

Shri_ R. B. Bhaware

Amarjoyat Tarun mandal Shikshan,
Name: Name: Yashwant Babasaheb
Age Batar. Age Bocupation Business
residing at: Vikal Colony, Lande cuedli
Bhosan Dune 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 assings) 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 particulars 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 Lessee's application and the bid/tender and has agreed to demise the said plot to the Lessee in the manner herein after provided.

And whereas the Lessor being local Authority formed under State Govt. (Maharashtra Regional & Town Planning Act. 1966. section 113) has been exempted under the Section 19 (1) of the Urban Land (Ceiling & Regulation) Act. 1976, and it is not required to Submit Notice u/s 26 (1) of Urban land (Ceiling & Regulation) Act 1976

	NOW THIS LEASE WITNESS as FOLLOW :-
	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.
,	2. In consideration of the sum of Rs. 402500 Rupees Four lathtwo thousand Five trusted
	paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of
/	Lessee hereinafter contained the Lessor both hereby demise unto the Lessee. All that piece of land know as plot No.
	scheme of the Lessor for development of Sector No. 2 of the
1	Pimpri-Chinchwad New Town approved by the State Government
/	U. D. & P. H. Deptt. under their letter No Prilip 6/2524(4)
	dated 19(11)6 within the village limits of Bhoson
	taluka Havel District Pune Containing by admeasurement
	16(0=00) square-metres or thereabouts and
	bounded as follows that is to say:
	on or towards the south by Land For Immany Shoon or towards the east by Land For Immany Sh
	on or towards the south by Land For
	on or towards the east by Land For Ammany Shoon or towards the west by
	and delineated on the plan annexed hereto and shown there on a
	Red colour boundary line and together with all rights, easements and appurtenances there to belonging except and reserving unto
	the Lessor all mines and minerals in and under the said land or any
	part thereof hold the land here in before expressed to be hereby
	demised (hereinafter referred to as the demised land) unto the
	Lessee for the term of Ninety-nine years counted from the
	day of Jeh one

Interpretation

Description of land

thousand nine hundred and eighty n hty run nevertheless to the provisions of the Malarashtra Land Revenue Code, 1966 and the Rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the office of the Lessor or as otherwise required the yearly rent of Rupees one from 1st April to 30th March or any part thereof the said Rent to be paid in advance without any deductions whatsoever on or before the 30th day of April in each and every year

Covenants by the Lessee

To pay rent

To pay rates & taxes



Time limits for Commencement and completion, of construction works

Residential

To built only as per plans sanctioned by the Development Apphority

- 3. 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) 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 all existing and future taxes, cesses rates, assessments, land revenue charges and outgoing 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 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 buildings or for the purpose of executing any work pursuant to the terms of this Lease.
- (d) 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 froms 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

occupation a building to be used as Educational building with all requisite drains and other proper conveniences thereto 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) 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 execept in accordance with the plans approved by the Dev. Authority.

To build according to Development Control regulations or Municipal regulations in force from time to time

Sanitation

Alterations

Not to affix or display sign boards advertisements etc.

To enter and inspect

A Day of the court year.

To permit entry for carring out works regarding water supply electricity supply, drainage etc.

- (g) Both in the completion of any such building or erection or addition and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and to all bye laws, rules and regulations of the Pimpri Chinchwad New Township Municipal Council or other body having authority in that behalf and an / other statutory regulations as may be in force for the time being relating in any way to the demised land and any building thereon.
- (h) To observe and conform to the Development Control Regulations, all rules, regulations and bye-laws of the Development Authority or the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements to conform with such Regulations Rules or bye-laws in order to keep the demised land and surroundings clean and in good conditions to the satisfaction of the Development Authority.
- (i) 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 thereof 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 at any time during the continuance of the said term to affix or display or permit to affix or display on or from the demised land any sign-board, sky-sign, neon-sign, or advertisement with or without illumination or otherwise unless the consent in writing of the Development Authority has been previously obtained thereto.
- (k) To permit the Development Authority's officers, surveyours workmen or others employed by it from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised land and to inspect the state thereof and if upon such inspection it shall appear that any action is necessary to keep 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.
- by it or any servant or contractor of the Lessor the Maharashtra Industrial Development Corporation and Maharashtra State Electricity Board to enter into and upon the demised premises with such workmen as may be necessary for the purpose of laying arry water pipe line or a sewer line, or an electric line and work concerned therewith.

Nuisance

User

Indemnity



Delivery of possession after expiration

Not to assign

- (m) 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) To use the demised land for the purpose of <u>Eclericaken</u> only and for no other purpose.
- (o) To indemnify and keep indemnified the Leseor 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 works or of anything done under the authority herein contained.
- the rate of Rs. ______as his contribution to the cost or establishing and maintaining Civic amenities such as roads 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 the 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.
- At the expiration or sooner determination of the said term (q) quietly to deliver upto the Lessor the demised land and all erections and buildings than 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 said 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 forefeited to the Lessor.
 - (r) Not to sell, mortgage, assign, underlet or sub-let or part with the possession of the demised land or any part thereof or any interest therein without the previous written consent of the Development Authority. Consent may be granted by the Development Authority if the Lossee agrees either.

- i) To pay to the Development Authority one-half of the increase in the value of the leasehold interest or land or building derived by the lessee such increase being equal to an amount by which the price of the land derived by him exceeds or has exceeded a premium or the value paid by him or his assignor and the value of a building or erection or structure thereon. The decision of the Development Authority as to the value shall be final and binding.
- ii) To surrender to the Development Authority his interest under the lease at a price decided by authority as follows:

in such case premium paid by the lessee shall be divided by 99 years and the amount equivalent to the rest of the years will be paid to lessee by the lessor.

Provided that such consent shall not be given for a period of 5 years from the date of handing over possession of the demised land . nunless i the opinion of the Development Authority exceptional circumstances exist for the grant of such consent.

iii) The lessee is not entitled to mortgage his leasehold rights other than to the Central Government, State Government, Nationalised Banks, Life Insurance Corporation of India, Maharashtra State Financial Corporation, the Housing Development Finance Corporation or any other Financial Institute approved by Development Authority. Lessee is not entitled to mortgage his leasehold rights unless the written consent of the Authority is obtained. The authority may give such consent.

If the lessee agrees that:

a) In case of default in repayment of loan amount to the mortgagee, it shall be deemed that lessee has surrendered his plot to the authority and this lease-deed stands cancelled in such event the authority may take over mortgagor's rights and discharge the mortgagee from their liability, provied that the mortgagee shall give one months notice to the authority before enforcing their rights to recover the loan amount.

The mortgagee is not entitled to enforce their rights under the mortgage deed, unless authority exercises the right to take over mortgagor's (lessee's) interest-right within the period of one month after receiving notice from the mortgagee.

b) If authority exercises the right to take over mortgagor's interest then mortgagor (Lessee) has no objection for reallotment of the said plot and or any construction thereon/flat to any person by the authority.

Mortgage

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Right to purchase leasehold interest

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Rights of the mortgagee

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contact pares

Bar on sub division of land

Change in Status of the Lessee

Notice in case of death



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

- c) In the event of reallotment the lessee [mortgagor] has no right to share or to ask for the payment of the increase in value of the plot and or any construction thereon/ flat derived by the authority.
- (s) Not to subdivide the land demised to the Lessee.
- (t) 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) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.
- 4. If and whenever any part of the premium or rent hereby reserved or any other charges payable by the lessee shall be in arrears, the same may be recovered from the Lessee as an arrears of land revenue under the provisions of the Maharashtra Land Revenue Code 1966.
- 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 adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person 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 term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the 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 breaches 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 there months after the giving or leaving of such notice.
- 6. If, on the determination of the lease any person is found to be unauthorisedly occupying or 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.

Notices and demands

Marginal Notes

- 7. Any demand for payment or notice requiring to be made upon or given to the Lessec shall 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. 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 hand 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:

WERL POHNEHWIS NEWERPYTOWN DEVELORMENT ALIFORNITY ESTD. 1972 206 Pinhi Punk Address Mukuh. B Rahl (2) Makesh. B Rahy Name 277/17 Bhonne lel Address

Signature of the Lessee

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण

प्लॉटचा नकाशा व ताबेपावती

क्षेत्र चौ. मीटर प्लॉट नंबर प्लॉट धारकाचे नाव पेठ क्रमांक सायमिन, शाबा पार 2 8880-00 2 11- 2011 प्राथितिहराष्ट्रियी शिक्क अगिगा प्राथ मिन्न शाका gui! 36-84 8 x-00 H १५-०० भी 方て CHIEF EXECUTIVE OFFICER. MPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY. स्केल १। ५०० रोजी बरील आकृतील नमूद केलेल्या प्लॉटच्या चतुःसिमांची मापे जागेवर प्रत्यक्ष तपासून आज दिनांक

ताबा दिला.

प्रतिनिधी पिपरी–चिचवड नवनगर विकास प्राधिकरण 100

प्लॉट धारक

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पाचे कार्या हवर केला.

हुट्यम निबंधक हवेली श्रं. ९ (पिपरी-चिचवड)

३७, व्यापार, रा. लांडेवाडी, भोसी, पुगे उर हे, अमरज्ञात तराज मंडद विक्षण संस्था सप् नेअसमा म्हणून.

> दश्त एवज करून देणार तथा कथित "क्राडिप क्यांचा दस्त ऐवज करून दिल्याचे कबूल करतात.

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की घेतली नोंदणी— नमकल फी— शरे फी— कजदात फी— कपलींग फी— श.पन— टपाल—

ु १६०० इयम निबंधक हवेली कं. १ (पिपरी-चिचवड)

> ड़ी. दिलीय एस. जीसावी नीकरी रा. किंगडी

हे खाली सही करणार वृष्यम निबंधक यां ने ओळखोचे अमून ते बरोल दस्तऐवर्ज करून देणारे व्यक्तीस स्वतः ओळखत असल्याचे सामतात व त्यांची ओळख पटवितात.

िवस्त्रासाय

3 मुद्रा निर्वेषक हविली हो. ९ (विपरी-विचवड) CHIEF EXECUTIVE OFFICES

Pimpri-Chinchwad New Town

Development Authority, Pune.

स्थाकिक करन हैगार स्थाकिक अस्य दिल्याचे करूत इस्ताक दिलीप एस. गोसाबी - श्रांतियो -विगरी विवतन्त्र नागाम् विकात त्राःवकरम् + विगडी-४४

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क्षिम निवंशक हरेली चं. व

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्याम निर्वधक हवेले क. प्र दियसी विचवड

पहिल्या पुस्तकार्च कमांक % १७/८/बर मोंदला. दिनांक 3 माहे ११८ सन 2003

No.

625

DATED THE

DAY OF

198

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

LEASE DEED

Leuse deed exect eel on 7/4/93 TO :-

SECTOR NO.

PLOT NO. Promony School

* *

614 11993

No. ADJ/ 280 193 Office of the Collecter of Stamps, Poona. Date 7/4 /1993

RECEIVED from She Amangat Tonen monday Thiskshow sonsthaniling at Landewoods Certified Under Section 32 of the Bondy only

Act. 1985 that the fell daty of (490401- Forty Housand forty only which the instrument

chargeable has been Paid.



LEASE DEED

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Name: Amarjy of Tarun mandal Shikshan

Age by its chairman shir yashuran + Babasaheb

occupation babar Business.

residing at: Vilas Colony Landewachi

Bhosan pune 39

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U. D. & P. H. Deptt. under their letter No RPP (106/20) 9 (41)
10/11/1
dated (9/11/26 within the village limits of Bho Sam
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1998.3 square-metres or thereabouts and
on or towards the north by 15. 00 mm 30 a Cancle on or towards the south by Primary School Cancle on or towards the east by 7. 50 mm Road on or towards the west by Road Lancial Diot
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Interpretation

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Covenants by the Lessee

To pay rent

To pay rates & taxes

Not to excavate

Time limits for Commencement and completion of construction works



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- (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 froms 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

occupation a building to be used as Education building with all requisite drains and other proper conveniences thereto 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) 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 execept in accordance with the plans approved by the Dev. Authority.

To build according to Development Control regulations or Municipal regulations in force from time to time

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Sanitation

Alterations

Not to affix or display sign boards advertisements etc.

To enter and inspect

To permit entry for carring out works regarding water supply electricity supply, drainage etc.

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- (g) Both in the completion of any such building or erection or addition and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and to all bye laws, rules and regulations of the Pimpri Chinchwad New Township Municipal Council or other body having authority in that behalf and an / other statutory regulations as may be in force for the time being relating in any way to the demised land and any building thereon.
- To observe and conform to the Development Control Regulations, all rules, regulations and bye-laws of the Development Authority or the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements to conform with such Regulations Rules or bye-laws in order to keep the demised land and surroundings clean and in good conditions to the satisfaction of the Development Authority.
- 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 thereof except with the previous approval in writing of the Davelopment Authority and subject to such conditions as the Development Authority may lay down.
- Not at any time during the continuance of the said term to affix or display or permit to affix or display on or from the demised land any sign-board, sky-sign, neon-sign, or advertisement with or without illumination or otherwise unless the consent in writing of the Development Authority has been previously obtained thereto.
- To permit the Development Authority's officers, surveyours (k) workmen or others employed by it from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised land and to inspect the state thereof and if upon such inspection it shall appear that any action is necessary to keep the den ised land in satisfactory condition the Lessor may call THE WEST OF THE WAR STREET upon the Lessee to take such action and upon his failure to The second second second second second second do so within a reasonable time the Lessor take such action at A second of America & Lycon in the expense in all respects of the Lessee.
 - The Lessee shall permit the lessor or any person nominated by it or any servant or contractor of the Lessor the Maharashtra Industrial Development Corporation and Maharashtra State Electricity Board to enterinto and upon the demised premises with such workmen as may be necessary for the purpose of laying any water pipe line or a sewer line, or an electric line and work concerned therewith.

Nuisance

User

Indemnity.

Payment of service charges



Delivery of possession after expiration



Not to assign

- (m) 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) To use the demised land for the purpose of Eclecators only and for no other purpose.
- (o) To indemnify and keep indemnified the Leseor 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 works or of anything done under the authority herein contained.
- (p) To make to the Development Authority as yearly payment at

the rate of Rs. _____as his contribution to the cost or establishing and maintaining Civic amenities such as roads 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 the 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) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised land and all erections and buildings than 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 said 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 forefeited to the Lessor.
- (r) Not to sell, mortgage, assign, underlet or sub-let or part with the possession of the demised land or any part thereof or any interest therein without the previous written consent of the Development Authority. Consent may be granted by the Development Authority if the Lessee agrees either.

- i) To pay to the Development Authority one-half of the increase in the value of the leasehold interest or land or building derived by the lessee such increase being equal to an amount by which the price of the land derived by him exceeds or has exceeded a premium or the value paid by him or his assignor and the value of a building or erection or structure thereon. The decision of the Development Authority as to the value shall be final and binding.
- ii) To surrender to the Development Authority his interest under the lease at a price decided by authority as follows:

in such case premium paid by the lesses shall be divided by 99 years and the amount equivalent to the rest of the years will be paid to lessee by the lessor.

Provided that such consent shall not be given for a period of 5 years from the date of handing over possession of the demised land nunless i the opinion of the Development Authority exceptional circumstances exist for the grant of such consent.

iii) The lessee is not entitled to mortgage his leasehold rights other than to the Central Government, State Government, Nationalised Banks, Life Insurance Corporation of India, Maharashtra State Financial Corporation, the Housing Development Finance Corporation or any other Financial Institute approved by Development Authority. Lessee is not entitled to mortgage his leasehold rights unless the written consent of the Authority is obtained. The authority may give such consent.

If the lessee agrees that:

a) In case of default in repayment of loan amount to the mortgagee, it shall be deemed that lessee has surrendered his plot to the authority and this lease-deed stands cancelled in such event the authority may take over mortgagor's rights and discharge the mortgagee from their liability, provied that the mortgagee shall give one months notice to the authority before enforcing their rights to recover the loan amount.

The mortgagee is not entitled to enforce their rights under the mortgage deed, unless authority exercises the right to take over mortgagor's (lessee's) interest-right within the period of one month after receiving notice from the mortgagee.

b) If authority exercises the right to take over mortgagor's interest then mortgagor (Lessee) has no objection for reallotment of the said plot and or any construction thereon/flat to any person by the authority.

Mortgage

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Right to purchase leasehold interest

Rights of the mortgagee

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Bar on sub division of land

Change in Status of the Lessee

Notice in case of death

Recovery of rent as Land Revenue

Re-entry



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

- c) In the event of reallotment the lessee [mortgagor] has no right to share or to ask for the payment of the increase in value of the plot and or any construction thereon/ flat derived by the authority.
- (s) Not to subdivide the land demised to the Lessee.
- (t) 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) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.
- 4. If and whenever any part of the premium or rent hereby reserved or any other charges payable by the lessee shall be in arrears, the same may be recovered from the Lessee as an arrears of land revenue under the provisions of the Maharashtra Land Revenue Code 1966.
- 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 adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person 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 term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the 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 breaches 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 there months after the. giving or leaving of such notice.
- 6. If, on the determination of the lease any person is found to be unauthorisedly occupying or 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.

Notices and demands

Marginal Notes

- 7. Any demand for payment or notice requiring to be made upon or given to the Lessee shall 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. 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 hand 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:

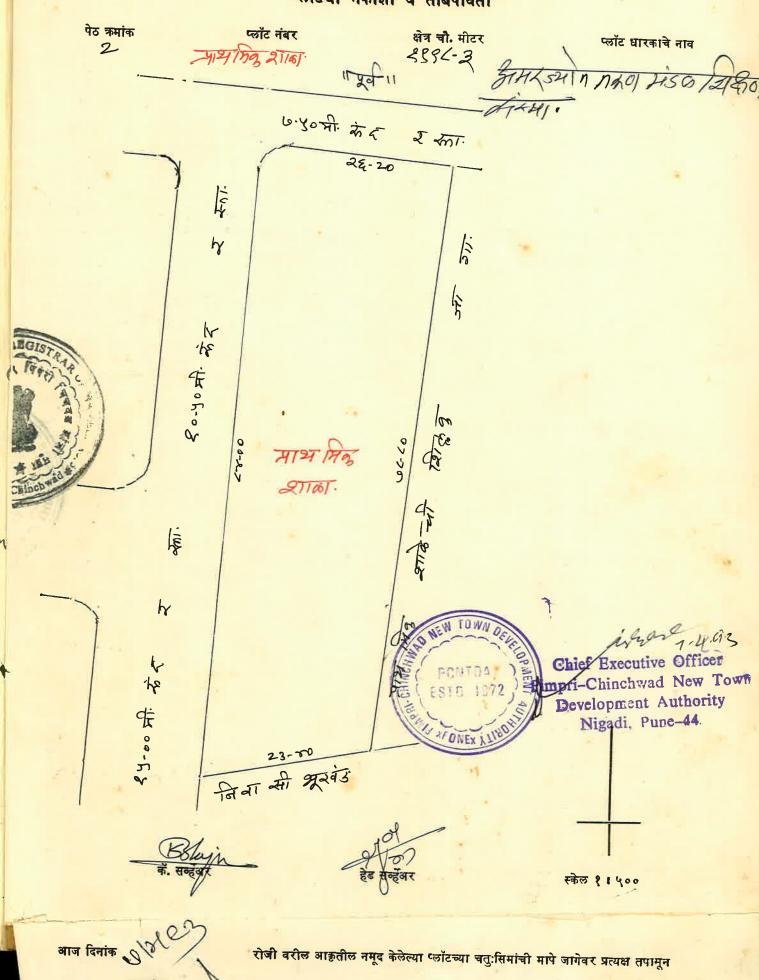
Witnesses (1)(2)Name PEashant Parale Address 28, Nova & og Soviety Kerver nergal Pune- 29 क्रिमराज्योत तहण मंडळ रि

Signature of the Lessee

सम्बक्ष

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण

प्लॉटचा नकाशा व ताबेपावती



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प्रतिनिधी
प्रिंपरी-चिचवड नवनगर विकास प्राधिकरण

ताबा मिळाला. तस्य मंडळ शिक्षण संस्था अध्यक्ष

प्लॉट धारक

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अनुक्रमांक ७०८ Û-40 60200 मन १९९३ ने पापान 明本霸一四明— 0200 U. दिनांकास 92 **प**9 2200 क्रियाम दुय्यम नि**बंधक** गत की-9200 हं । क. ५ (पिपरी, चिचवड) ीग फी-9200 बर्भ कार्यालयात हजर है। १. विचर्णकोन तक्य मंडळ शिक्षण सस्या दरमम निबंधक हरित्ये का. 9 हुग्गम निबंधक हवेली कं. ५ (विपरी-चिचवड) (विपरी-चिचवड) आभरवयोत तर्ण मंडल, शिक्षण संस्थेन न्येक्रश्मन यशवंत बाबासाहेब बाबर वय - उपु वर्षे श्री - ०थवसाय भासरी पुठा (fo. E.) दिलीप एस. गोसाबी

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वानरज्यांत तच्या मंडळ शिक्षण सल्या

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- प्रतिनिधी
गिरी विवयं नयनगर,

विकास प्राधिकरण - निगडी-४४
हे खाली सही करणार दुय्यम निबंधक
यांचे ओळखीचे असून ते वरील दस्तग्रंक
करुन देणारे व्यवसास स्वतः ओळखत
असल्याचे सांगतात व त्यांची ओळख

Jan.

प्रथम निबंधक हवेली कं. ५ (पिपरी-चिचवड) CHIEF EXECUTIVE OFFICER Pimpri-Chinchwad New Town Development Authority, Pune.

> तम्तर्विका करून देवाच कांकियत पर पर धरित्र स्तिएवज कवन विल्याचे कव कर्तात.

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दिलीप एस. गोसावी

- प्रातिधी -निपरी विवाद नवनगर, विकात प्रात्वकरण - नगडी-४%

हे जाकी सही करणार दुरपर निर्वेचक गांचे ओलखीचे असून ते वरील दस्तऐका करन देणारे व्यक्तीस रवतः अं ळखत ससल्याचे सांगतात व त्यांची ओळ

(पिपरी-चिनवड)

जादा पुस्तक क. १ वे ८६ वर छा. ८ कंगांकी केवण

No Sing No. DATED THE DAY OF 199 PIMPRI - CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY WANT BO TO SO and was more transfer property The mic fee to the LEASE DEED Copyeine fee tailing , to Enforcement for

SECTOR NO.

PLOT NO.

Part - 3

\$ 6 28 DEC. 1994



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 D. K. Jagdale

AND

Name: Amorigot Taren mandal Shilshan

Sanetha by its Chairman Yashwant

Age: Balasahab Babar Businessi

residing at: Vilcas Colony Landewach

Bhoson punesa.

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 particulars 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 Lessee's application and the bid/tender and has agreed to demise the said plot to the Lessee in the manner herein after provided.

And Whereas the Lessor being local Authority formed under State Govt. (Maharashtra Regional & Town Planning Act 1966. section 113) has been exempted under the Section 19(1) of the Urban Land (Ceiling & Regulation) Act. 1976, and it is not required to Submit Notice u/s 26 (1) of Urban land (Ceiling & Regulation) Act. 1976

NOW THIS LEASE WITNESS as FOLLOW :-

Interpretation	
interpretation of the second	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 1,51,975 Rupees One lach Fifty methousand nine flunds of Seventy Five only paid by the Lessee to the Lessor as premium and of the rent here by reserved and of the convenants and agreements on the part of
ALT THE PROPERTY OF A SECURITY	Lessee hereinafter contained the Lessor both hereby demise unto the Lessee. All that piece of land know as plot Not many school the scheme of the Lessor for development of Sector No. 2 of the Pimpri-Chinchwad New Town approved by the State Government
A de Min	U. D. & P. H. Deptt. under their letter No. RPP /1176 /2779 /4D-6 dated 19-11-76 within the village limits of Bhosan taluka Havel District Pune Containing by admeasurement square-meters or thereabouts and bounded
THE RESERVE OF THE PARTY OF THE	as follows that is to say :
STATE OF THE STATE	on or towards the north by School Space on or towards the south by spen Land on or towards the east by Road pand on or towards the west by School Land
	and delineated on the plan annexed hereto and shown there on a Red colour boundray line and together with all rights, easements and appurtenances there to belonging except and reserving unto the Lessor all mines and minerals in and under the said land or any part
to some second count with all to be sense	thereof hold the land here in before expressed to be hereby demised (hereinafter referred to as the demised land) unto the Lessee for the term of Ninety-nine years counted from the

thousand nine hundred and ninety 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 office of the Lessor or as otherwise required the yearly rent of Rupees one from 1st April to 30th March or any part thereof the said Rent to be paid in advance without any deductions whatsoever on or before the 30th day of April in each and every year

Covenants by the Lessee

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To pay rates & taxes

Not to excavate

Time limits for Commencement and completion of construction works

Residential

To built only as per plans sanctioned by the Development Authority

- 3. 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) 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 all existing and future taxes, cesses rates, assessments, land revenue charges and outgoing 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 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 buildings or for the purpose of executing any work pursuant to the terms of this Lease
- (d) 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 froms 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

occupation a building to be used as 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) 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 execept in
accordance with the plans approved by the Dev. Authority.

To build according to Development Control regulations or Municipal regulations in force from time to time

Sanitation

Alterations

Not to affix or display sign boards advertisements etc.

To enter and inspect

To permit entry for carring out works regarding water supply electricity supply, drainage etc.

- (g) Both in the completion of any such building or erection or addition and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and to all bye laws, rules and regulations of the Pimpri Chinchwad New Township Municipal Council or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised land and any building thereon.
- (h) To observe and conform to the Development Control Regulations all rules, regulations and bye-laws of the Development Authority or the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation andother sanitary arrangements to conform with such Regulations Rule or bye-laws in order to keep the demised land and surroundings clean and in good conditions to the satisfaction of the Development Authority.
- (i) 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 thereof 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 at any time during the continuance of the said term to affix or display or permit to affix or display 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.

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No

- (k) To permit the Development Authority's officers, surveyours workmen or others employed by it from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised land and to inspect the state thereof and if upon such inspection it shall appear that any action is necessary to keep 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
- (I) The Lessee shall permit the lessor or any person nominated by it or any servant or contractor of the Lessor the Maharashtra Industrial Development Corporation and Maharhshtra State Electricity Board to enter into and upon the demised premises with such workmen as may be necessary for the purpose of laying any water pipe line or a sewer line, or an electric line and work concerned therewith.

Nuisance

(m) 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.

User

(n) To use the demised land for the purpose of Education only and for no other purpose.

Indemnity

(o) 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 works or of anything done under the authority herein contained

Payment of service charges

(p) To make to the Development Authority as yearly payment at the rate of Rs. Mi as his contribution to the cost or establishing and maintaining Civic amenities such as roads 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 the 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.



Delivery of possession after expiration

(q) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised land and all erections and buildings than 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 said 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 forefeited to the Lessor.

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 Lessee agrees either.

- i) To pay to the Development Authority one—half of the increase in the value of the leasehold interest or land or building derived by the lessee such increase being equal to an amount by which the price of the land derived by him exceeds or has exceeded a premium or the value paid by him or his assignor and the value of a building or erection or structure thereon The decision of the Development Authority as to the value shall be final and binding.
- ii) To surrender to the Development Authority his interest under the lease at a price decided by authority as follows:

in such case premium paid by the lessee shall be divided by 99 year and the amount equivalent to the rest of the years will be paid to lessee by the lessor.

Provided that such consent shall not be given for a period of 5 years from the date of handing over possession of the demised land unless in the opinion of the Development Authority exceptional circumstances exist for the grant of such consent.

iii) The lessee is not entitled to mortgage his leasehold rights other than to the Central Government, State Government, Nationalised Banks, Life Insurance Corporation of India, Maharashtra State Financial Corporation, the Housing Development Finance Corporation or any other Financial Institute approved by Development Authority, Lessee is not entitled to mortgage his leasehold rights unless the written consent of the Authority is obtained. The authority may give such consent

If the lessee agrees that:

a) In case of default in repayment of loan amount to the mortgagee, it shall be deemed that lessee has surrendered his plot to the authority and this lease-deed stands cancelled in such event the authority may take over mortgagor's rights and discharge the mortgagee from their liability, provided that the mortgagee shall give one months notice to the authority before enforcing their rights to recover the loan amount

The mortgagee is not entitled to enforce their rights under the mortgage deed, unless authority exercises the right to take over mortgagor's (lessee's) interest-right within the period of one month after receiving notice from the mortgagee.

b) If authority exercises the right to take over mortgagor's interest then mortgagor (Lessee) has no objection for reallotment of the said plot and or any construction thereon/flat to any person by the authority.

Mortgage

Right to purchase leasehold interest

Rights of the mortgagee

Bar on sub division of land

Change in Status of the Lessee

Notice in case of death

Recovery of rent as Land Revenue

Re- entry

Summary eviction of personsunanthorisedly occupying the demised land on determination of the lease c) In the event of reallotment the lessee [mortgagor] has no right to share or to ask for the payment of the increase in value of the plot and or any construction thereon/ flat derived by the authority.

- (s) Not to subdivide the land demised to the Lessee.
- (t) 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) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death
- 4. 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 arrears of land revenue under the provisions of the Maharashtra land Revenue Code 1966
- 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 convenants by the Lessee here in before contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person 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 term hereby granted shall absolutely cease and determine and in that case no compensation shall be payayble to the Lessee on account of the building or improvements build 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 breaches 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 there months after the giving or leaving of such notice
- 6. If, on the determination of the lease any person is found to be unauthorisedly occupying for 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.

Notices and demands

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8 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 hand 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:

Jaggdale CALCEMENT RECUTIVE OFFICER Pinnin Phinehold NOHWADA. Development ON thority Nigdb EVELOP WENTA Witnesses Name M.M. Khyste Address Afgummyes Mynell Property

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सम्बद्ध रामा ही वा गर्मा

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पिंपरी-चिंचवड नवनगर विकास प्राधिकरण

प्लॉटचा नकाशा व ताबेपावती

पेठ क्रमांक	प्लॉट नंबर	क्षेत्र चौ. मीटर	प्लॉट धारकाचे नाव
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रोजी वरील आकृतील नमूद केलेल्या प्लॉटच्या चतुःसिमांची मापे जागेवर प्रत्यक्ष तपासून

ताबा मिळाला.

प्रातानधा पिपरी-चिचवड नवनगर विकास प्राधिनरण अमरज्योत तक्त मंडळ शिक्षण संस्था।

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सन १९९७ चे जाने वार्य चे ज दिनांकास कियंधक हेवेली क. ५ (पिंपरी, चिंचवड) यांचे कार्यालयात हज़र केला.

98

दुरयम निवंधक हवेली श्रं. ६ (पिपरी-चित्रवट)

श्री. यशवत बाकासाहें वाबर

३०, ज्यापार रा. भोसरी एर् ३९.

हे, अमरज्योत तका भंडद बिामना

संस्था तं च अरमत् म्ह्रित.

दस्तऐक्ज करून देणार लथाकथित "अ"डिप हुळाळा दस्तऐवज करून दिल्याचे कपूल करतात.

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उन्ने क्षेत्र हरेकी भे. १ (पिपरी-चिचवड)

दिलीप एस. गोसावी
- प्रतिनिधी विवरी चिन्नवड नवनगर,
विकास प्राधिकरण - निगडी-४४

ते वाली सही करणार दुग्यम निबंधक यांचे ओळखीचे असून ते वरील दस्त्रऐ 1 व करून देणारे व्यक्तीस स्वतः ओळखत असल्याचे सांगतात व त्यांची ओळख

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बुध्वम निवधक हवेली चं, क् (पिपरी-चित्रवय) शी. दिनकर्राव के. जगदाळे मुख्य वार्यकारी अधिकारी पिपरी-चिचवड नव नगरविकास प्राधिकरण, निगडी, पुण-४४

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- प्रातानधी -पिपरी - चिचवड नवनगर विकास प्राधिकरण, निगडी पुषे - ४४.

हें लाली सही करणार दुय्यम निबंधक यांचे ओळखीचे असून ते वरील दस्तऐवज करुन देणारे व्यवतीस स्वतः ओळखत असल्याचे सांगतात व त्यांची ओळख पटिवतात.

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DATED THE

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PIMPRI - CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

दर्ग के स्वा ६ नर्गार्ज जीना पटा

LEASE DEED executed on still 95 to: 7 P/95

SECTOR NO. 2

PLOT No School pasty

Part - 4

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the first facility and the second
LEASE DEED
THIS LEASE MADE AT Pune on the
day ofOne thousand nine hundred and ninety
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 D. k. Jagadale
AND
Name: Amongyot Taxun mandal shikshar
Sanstha by its chairman Yashwant Babasahe
residing at: Vikas colony Londewade Bhoson Pune 39
residing at: Vikas Colony Londewace
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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 particulars 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 Lessee's application and the bid/tender and has agreed to demise the said plot to the Lessee in the manner herein after provided.

And Whereas the Lessor being local Authority formed under State Govt. (Maharashtra Regional & Town Planning Act. 1966. section 113) has been exempted under the Section 19(1) of the Urban Land (Ceiling & Regulation) Act, 1976, and it is not required to Submit Notice u/s 26 (1) of Urban land (Ceiling & Regulation) Act. 1976

Interpretation	NOW THIS LEASE WITNESS as FOLLOW :-
Description of land	 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. In consideration of the sum of Rs 125075f Rupees One (alch fwenty Five Thousand South Five Thousand)
TINOPIUA TRIMINIPURG RAVITE UN REFERENCE UNITS COLUMN STATEMENT DE PROPERTO DE TO I SORPERA DES ACCIONANTE DE PROPERTO	paid by the Lessee to the Lessor as premium and of the rent here by reserved and of the convenants and agreements on the part of Lessee hereinafter contained the Lessor both hereby demise unto the Lessee. All that piece of land know as plot No. 2 of the Pimpri-Chinchwad New Town approved by the State Government
Since the second state of the second	U. D. & P. H. Deptt. under their letter No. RPP /1176 /2779 /40-5 dated 19-11-76 within the village limits of Bhoson taluka #QUELI District Pune Containing by admeasurement square-meters or thereabouts and bounded
to your liver to be the property	on or towards the north by Residential plots on or towards the south by 5=0 mm road on or towards the east by Residential plots on or towards the west by 15-0 mm road
Entrange of the Control of the Contr	and delineated on the plan annexed hereto and shown there on a Recolour boundray line and together with all rights, easements and appurtenances there to belonging except and reserving unto the Lessor all mines and minerals in and under the said land or any par thereof hold the land here in before expressed to be hereby demised (hereinafter referred to as the demised land) unto the
	Lessee for the term of Ninety-nine years counted from the

day of one thousand nine hundred and ninety 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 office of the Lessor or as otherwise required the yearly rent of Rupees one from 1st April to 30th March or any part thereof the said Rent to be paid in advance without any deductions whatsoever on or before the 30th day of April in each and every year

Covenants by the Lessee

To pay rent

To pay rates & taxes

Not to excavate

Time limits for Commencement and completion of construction works

Residentia!

To built only as per plans sanctioned by the Development Authority

- 3. 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) 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 all existing and future taxes, cesses rates, assessments, land revenue charges and outgoing 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 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 buildings or for the purpose of executing any work pursuant to the terms of this Lease
- (d) 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 froms 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

occupation a building to be used as 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) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land with out prior sanction of the Development Authority and execept in accordance with the plans approved by the Dev. Authority. To build according to Development Control regulations or Municipal regulations in force from time to time

Sanitation

Alterations

Not to affix or display sign boards advertisements etc.

To enter and inspect

To permit entry for carring out works regarding water supply electricity supply, drainage etc.

- (g) Both in the completion of any such building or erection or addition and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and to all bye laws, rules and regulations of the Pimpri Chinchwad New Township Municipal Council or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised land and any building thereon.
- (h) To observe and conform to the Development Control Regulations all rules, regulations and bye-laws of the Development Authority or the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation andother sanitary arrangements to conform with such Regulations Rule or bye-laws in order to keep the demised land and surroundings clean and in good conditions to the satisfaction of the Development Authority.
- (i) 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 thereof 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 at any time during the continuance of the said term to affix of display or permit to affix or display 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 permit the Development Authority's officers, surveyours workmen or others employed by it from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised land and to inspect the state thereof and if upon such inspection it shall appear that any action is necessary to keep 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
- (I) The Lessee shall permit the lessor or any person nominated by it or any servant or contractor of the Lessor the Maharashtra Industrial Development Corporation and Maharhshtra State Electricity Board to enter into and upon the demised premises with such workmen as may be necessary for the purpose of laying any water pipe line or a sewer line, or an electric line and work concerned therewith.

Nuisance

User

Indemnity

Payment of service charges



Delivery of possession after expiration

Not to assign

- (m) 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) To use the demised land for the purpose of Educational only and for no other purpose.
- (o) 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 works or of anything done under the authority herein contained
- (p) To make to the Development Authority as yearly payment at the rate of Rs. _______ as his contribution to the cost or establishing and maintaining Civic amenities such as roads 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 the 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) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised land and all erections and buildings than 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 said 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 forefeited to the Lessor.
 - (r) 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 Lessee agrees either.

- i) To pay to the Development Authority one-half of the increase in the value of the leasehold interest or land or building derived by the lessee such increase being equal to an amount by which the price of the land derived by him exceeds or has exceeded a premium or the value paid by him or his assignor and the value of a building or erection or structure thereon The decision of the Development Authority as to the value shall be final and binding.
- ii) To surrender to the Development Authority his interest under the lease at a price decided by authority as follows:

in such case premium paid by the lessee shall be divided by 99 year and the amount equivalent to the rest of the years will be paid to lessee by the lessor.

Provided that such consent shall not be given for a period of 5 years from the date of handing over possession of the demised land unless in the opinion of the Development Authority exceptional circumstances exist for the grant of such consent

the than to the Central Government, State Government, Nationalised Banks, Life Insurance Corporation of India, Maharashtra State Financial Corporation, the Housing Development Finance Corporation or any other Financial Institute approved by Development Authority. Lessee is not entitled to mortgage his leasehold rights unless the written consent of the Authority is obtained. The authority may give such consent.

If the lessee agrees that:

a) In case of default in repayment of loan amount to the mortgagee, it shall be deemed that lessee has surrendered his plot to the authority and this lease-deed stands cancelled in such event the authority may take over mortgagor's rights and discharge the mortgagee from their liability, provided that the mortgagee shall give one months notice to the authority before enforcing their rights to recover the loan amount

The mortgagee is not entitled to enforce their rights under the mortgage deed, unless authority exercises the right to take over mortgagor's (lessee's) interest-right within the period of one month after receiving notice from the mortgagee.

b) If authority exercises the right to take over mortgagor's interest then mortgagor (Lessee) has no objection for reallotment of the said plot and or any construction thereon/flat to any person by the authority.

Mortgaga

Right to purchase leasehold interest

Rights of the mortgagee

Bar on sub division of land

Change in Status of the Lessee

Notice in case of death

Recovery of rent as Land Revenue



Summary eviction of personsunanthorisedly occupying the demised land on determination of the lease

- c) In the event of reallotment the lessee [mortgagor] has no right to share or to ask for the payment of the increase in value of the plot and or any construction thereon/ flat derived by the authority.
- (s) Not to subdivide the land demised to the Lessee.
- (t) 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) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death
- 4. 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 arrears of land revenue under the provisions of the Maharashtra land Revenue Code 1966
- 5. 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 convenants by the Lessee here in before contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person 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 term hereby granted shall absolutely cease and determine and in that case no compensation shall be payayble to the Lessee on account of the building or improvements build 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 bre ch or breaches 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 there months after the giving or leaving of such notice.
- 6. If, on the determination of the lease any person is found to be unauthorisedly occupying for 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.

Notices and demands

Marginal Notes

- 7. Any demand for payment or notice requiring to be made upon or given to the Lessee shall 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 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 hand 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:

OND LESSOR Develor Hell Talkharita ESTD. 1972 Witnesses **Address** [2] Name 21 tag 4 signiff assen) Burk-dess Signature of the Lessee

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण

प्लॉटचा नकाशा व ताबेपावती

पेठ क्रमांक

प्लॉट नंबर प्रामामयु शाका 418 8

क्षेत्र चौ. मीटर 400-3

प्लॉट धारकाचे नाव

11 20 11







CHIEF EXECUTIVE OFFICER Pimpri-Chinchwal New Town, Development Authority Nigdi, Pune - 411 044.

स्केल १ । ५००

आज दिनांक 📢

रोजी वरील आकृतील नमूद केलेल्या प्लॉटच्या चतुःसिमांची मापे जागेवर प्रत्यक्ष तपासून

ताबा मिळाला.

पिंपरी-चिचवड नवनगर विकास प्राधिकरणे

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्रुटबन निबंधक हवेली अ. ५ (पिपरी-चित्रवट)

अर्त. स्वावंत काळसाहें व्यावर ३०, लोकरी रा. श्रीसरी पुर्ने उट हे. उत्तरक्षात तर्ग मंडद शिक्षण संस्था कर्ला येयरान महरू

> दस्तऐवज करून देणार तथाकथित "अर्डिपर्याचा दस्तऐवज करून दिल्याचे कबूल करतात.

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हुत्यम निबंधक हवेली ऋ. ५ (पिपरी-चिचवक)

दिलीय ए.स. गोसावी - श्रीतिनधी -रिनरी विववड नवनगर, विकास प्राधिकरण - निगडी-४४

है खाली सही करणार दुय्यम निबंधक यांचे ओळखीचे असून ते वरील दस्त्रएंवज करुन देणारे व्यक्तीस स्वतः ओळखत असल्याचे सांगतात व त्यांची शोळख

दिवाक पु माहे ु सर्व १९९५

कुष्यम निबंधक हवेली औ. क (पिपरी-चित्रवट) श्री. दिनकरराव े. जगदाळे

मतः ।यकारा काधकारी पिकर-चिचवड नव नगरविकास बाधिकरण, निगडी, धुपे-४४

दस्तरीवज करून दिणार तथाकथित जिल्हा प्रदेशान्ती दस्तरोवज करून दिल्याचे कथूब करतात.

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नादा पुस्तक क. १ वि ११३ क भूगिवर पृष्ठे १ १६ ते १३९ क. ११९८ क्रमांकी नोंदला दुय्यम निबंधक दिनांक 30 माहे ६, सन२००९ श्री. दिलीप एस. गीसार्थ

- प्रतिनिधी -पिपरी - विश्ववड नवनगर विकास आधिकरण, निगडी पुणे - ४४.

हैं खाली सही करणार दुय्यम निबंधक यां ने ओळखोचे असून ते वरील दस्तऐवज करुन देणारे व्यक्तीस स्वतः ओळखत असल्याचे सांगतात व त्यांची ओळख पटवितात.

दिनांक रिमाहे 2 सन १९९ र् हिल्ला निवंधक हवेली छं. ९ (विपरी-विचवक)

