

16

107

000067

N^o 000948

DATED THE _____ DAY OF _____ 198

PIMPRI - CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY

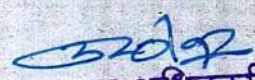
272-P
26/3/85

LEASE DEED

TO :-

सत्यप्रत

SECTOR NO.


प्रशासन अधिकारी
विशेष नियोजन प्राधिकरण
पि.चि.मनपा.,

PLOT NO.

000068

000068

LEASE DEED

THIS LEASE MADE AT Pune on the
day of March ^{21st} One thousand nine hundred and eighty five

BETWEEN

PIMPRI - CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY
hereinafter 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 A. V. RAYAKAR

AND

Name: Shobhana Primary English School
Chairman Mrs. B.A. Chondikar.

Age: 65 years. occupation, Service.

residing at: 24/187 Sant Tukaram Nagar,
Pimpri, Pune - 411 018.

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 hereinafter provided;

सत्यप्रत



प्रशासन अधिकारी

विशेष नियोजन प्राधिकरण
पि.वि.मनपा.,

000069

000069 (2)

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 (Celling & Regulation) Act 1976, and it is not required to Sulemit Notice u/s 26 (1) of Urban land (Celling & Regulation) Act 1976.

Interpretation

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.

Description of land

2. In consideration of the sum of Rs. 43560/- Rupees Forty three thousand five hundred sixty only 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 doth hereby demise unto the Lessee All that piece of land know as plot No. Primary School in the scheme of the Lessor for development of Sector No. 27 of the Pimpri-Chinchwad New Town approved by the State Government U. D. & P. H. Deptt. under their letter No. Rpp-1176-2779-UD-5 dated 19-11-26 within the village limits of Akardi taluka Haveli District Pune containing by admeasurement 4048.32 square-metres or thereabouts and bounded as follows that is to say :

on or towards the north by Open Space
on or towards the south by Primary School No. 2 and Open Space
on or towards the east by Plot No. 132, 133, S.omb Road and Plot No. 136, 137, 140 & 141
on or towards the west by Open Space

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 to hold the land hereinbefore 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 21st March day of one thousand nine hundred and eighty five 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.

सत्यप्रत



प्रशासन अधिकारी

विशेष नियोजन प्राधिकरण

पि, चि. मनपा.,

(3)

Covenants by the
Lessee

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

To pay rent

(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 hereinbefore appointed for payment thereof clear of all deductions.

To pay rates and taxes

(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.

Not to excavate

(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.

Time limits for
Commencement and
completion of
construction works

(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^r from the date of approval of building plan by the Lessor or within one year from the date on which water supply is made available to the demised land whichever is later and within a period of three years from the said date at his own expense and 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 satisfactions of Development Authority build and completely finish fit for

occupation a building to be used as Primary School 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 par regulations made in that behalf, the Lessee shall complete the construction of building within such extended period.

To built only as per
plans sanctioned by
the Development
Authority

(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 except in accordance with the plans approved by the Dev. Authority.

सत्यप्रत



प्रशासन अधिकारी

विशेष नियोजन प्राधिकरण

पि.चिं.मनपा.,

(4)

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

- (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.

Sanitation

- (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 condition to the satisfaction of the Development Authority.

Alterations

- (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.

Not to affix or display sign-boards, advertisements, etc.

- (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.

To enter and inspect

- (k) To permit the Development Authority's officers, surveyors 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.

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

- (l) 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 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.

सत्यप्रत



प्रशासन अधिकारी

विशेष नियोजन प्राधिकरण

पि.चिं.मनपा.,

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 owners, occupiers or residents of other premises in the vicinity.

User

- (n) To use the demised land for the purpose of Primary school 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. Nil 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 then standing or being thereon provided always that the Lessee shall be at liberty if he shall have performed and observed the covenants and conditions herein contained prior to the expiration of the 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 forfeited to the Lessor.

Not to assign

- (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.

सत्यप्रत


प्रशासन अधिकारी

विशेष नियोजन प्राधिकरण
पि.चिं.मनपा.,

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 unless in the opinion of the Development Authority exceptional circumstances exist for the grant of such consent.

Mortgage

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 reallocation of the said plot and or any construction thereon / flat to any person by the authority.

Right to purchase leasehold interest

Rights of the mortgagee

सत्यप्रत


प्रशासन अधिकारी
विशेष नियोजन प्राधिकरण
पि.चिं.मनपा.,

050000

(7)

000074

c) In the event of reallocation 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.

*Bar on sub division
of land*

(s) Not to subdivide the land demised to the Lessee.

*Change in status
of 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.

Notice in case of death

(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.

*Recovery of rent
as Land Revenue*

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.


Re-entry

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 covenants by the Lessee hereinbefore 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 three months after the giving or leaving of such notice.

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

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.

सत्यप्रत


प्रशासन अधिकारी
विशेष नियोजन प्राधिकरण
पि.चि.मनपा.,

280000

(8)

000075

Notices and demands

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.

Marginal Notes

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 :

Shri A.V. RAYAKAR
CHIEF EXECUTIVE OFFICER,
PIMPRI-CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY,
PUNE.

Lessor

(CHIEF EXECUTIVE OFFICER)
PIMPRI-CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY,
PUNE. 21/13/85

Witnesses

(1)

Name V. A. Sutar

Address 133, Dattawadi Akurdi Pune-35

(2)

Name S. B. Sancheti

Address 133, Dattawadi Akurdi Pune 35

B. A. Choudhary
Signature of the Lessee

सत्यप्रत

[Signature]
प्रशासन अधिकारी
विशेष नियोजन प्राधिकरण
पि.वि.मनजा.,