

100Rs.



अ. क्र. ४४७४ दिनांक २३/७/२००२

नांव सिंधु चरितेबल २२२

पत्ता सिंधु सोसायटी औंध पुणे ७

हस्ते ६।१२ सही डाक्टर

सौ. मंगला वि पारसडकर

शॉप नं. १०, नियोजी पार्क १, औंध, पुणे-०

स्टॅम्प व्हेंडर (क्र. नं. ४/एचसी-२)

17 JUL 2002

उप कोषागार अधिकारी  
कोषागार पुणे करिता**DEED OF LEASE**

This deed of Lease is made at Pune this ..... 27<sup>th</sup> day of September 2002 between the Sind Co-operative Housing Society Limited, a Society deemed to have been registered under the Maharashtra Co-operative Societies Act, 1960 with its registered office situated at 548, Sadhu Vaswani Nagar, Ganeshkhind Road, Aundh, Pune - 411 007 (Registration No. B.358 of 1948) here-in-after called "the Lessor" of the One Part and Sindhu Charitable Trust bearing Registration No. PTR No. E - 550 (Pune) registered under the Bombay

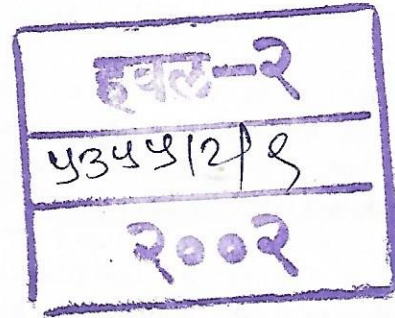
Carved Advan Sale Datar





17 JUL 2002

अ. क्र. 8899 दिनांक 23/6/2002  
 नांव सिंधु चरिटेबल ट्रस्ट  
 पत्ता सिंधु सोसायटी आंध पुणे  
 हस्ते बाबू सही  
 सौ. मंगला वि पारसडकर  
 शॉप नं. 90, नियोशी पार्क 9, ऑफ, पुणे-4  
 स्टॅम्प व्हेंडर (ना.नं 4/हवेली-2)



उप कोषागार अधिकारी  
 कोषागार पुणे करिता

: 2 :

Public Trust Act, 1950 having its office at 352, Sadhu Vaswani Nagar, Aundh, Pune - 411 007 here-in-after called "the Lessee" of the other Part.

Whereas

The Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land/ plots at village Aundh, Taluka and District Pune and described in the schedule here under written.

Sadhu Vaswani Sarab Datar



And whereas by the Deed of Trust dated 14<sup>th</sup> March, 1975 executed between the present Lessors as party of the one part as settlers and the Trustees of the present Lessee Party of the other part Sindhu Charitable Trust has been established and registered under the Bombay Public Trust Act, 1960 bearing Registration No.E - 550 for the purpose of providing Charitable facilities like School, Dispensary and Hospital and other academic and Social pursuits etc for the benefit of its members, the community and public at large.

And whereas the Party of One Part is desirous of settling on the party of the Other Part Lease hold rights of the land / plots and the properties mentioned in the schedule here under written.

And whereas the Trustees of the Party of the Other Part are willing to accept the land plots and properties mentioned in the schedule as lessees of the party of One Part for the purpose of carrying out the objects of the Trust.

And whereas the Lessor/ Party of One Part has agreed to grant to the Lessee/ Party of the lease in respect of the said plots and properties mentioned in the schedule for a term in perpetuity in the manner here-in-after appearing.

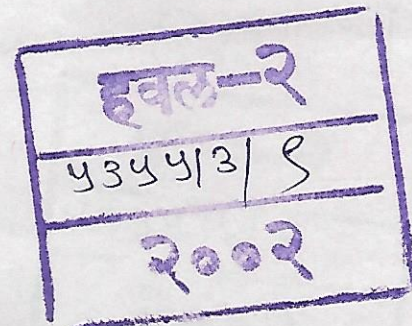
**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. In pursuance of the said agreement and in consideration of the rent hereby & served and of the terms and conditions, covenants and agreements herein - contained and the on part of Lessee to be observed and performed, the Lessor both hereby demise unto the Lessee all that plots of land and the buildings standing thereon situated at Aundh in the Registration Sub-District of Taluka Haveli and Registration District of Pune and within the limits of Pune Municipal Corporation and described in the schedule hereunder written ( here-in-after for the sake of brevity referred to as " the demised land") to hold the demised land unto the Lessee and his heirs/ successors, executors, administrators and assigns for a term of 998 years commencing from the 1<sup>st</sup> day of April 1976 as per the Trust Deed dated 14.3.1975 but subject to the earlier determination of this demise as here-in-after provided and yielding and paying thereof during the said term the yearly ground rent of Rs. 7/- per plot per annum. Free and clear of all deductions and strictly in advance on or before the 5<sup>th</sup> day of each and every year, the first of such yearly ground rent shall be paid on the 5<sup>th</sup> day of the month of April 1976 and the subsequent rent to be paid on or before the 5<sup>th</sup> day of that month in each and every succeeding year regularly.

*[Signature]*

*[Signature]*

*Sark Datar*





2. The Lessee hereby for himself, his heir, executors, administrators and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created covenants with the Lessor as follows :
- (a) To pay the ground lease rent hereby reserved on the days and in the manner aforesaid clear of all deductions. If the lease rent is not paid on the due dates the Lessee shall pay interest thereon at the rate of 18% per annum from the due date till payment, though the payment of interest shall not entitle the Lessee to make default in payment of rent on due dates or disentitle the Lessor to exercise his other rights under these presents or in law.
  - (b) To bear, pay and discharge the existing and future rates, taxes and assessment duties, cess, impositions, outgoings and burdens whatsoever which may at any time or from time during the term hereby created be imposed or charged upon the demised land and the buildings or structures that may be standing thereon and hereafter to be erected and for the time being standing on the demised land and payable either by the owners, occupiers or tenants thereof and to keep the Lessor and his estate and effects indemnified against all such payments.
  - (c) To keep the buildings and structures on the demised land in good and tenantable repairs, renovations etc. in the same way as the Lessor would be able to do under the laws as the owners of the demised land and the buildings and structures thereon.
  - (d) Not to sell or dispose of any earth, gravel or sand from the demised land and not to excavate the same except so far as may be necessary for the execution of construction work of any building or structures.
  - (e) To use or permit to be used the said land and the buildings and structures to be constructed thereon for the purposes only as may be permitted by the authorities from time to time.
3. The Lessee shall not assign this Lease in respect of the said demised land or any part thereof except with previous consent of the Lessor in writing.
4. The Lessor both hereby covenant with the Lessee that.....
- (a) The Lessor now has in himself good right, full power and absolute authority to demise unto the Lessee the demised land in the manner herein appearing.

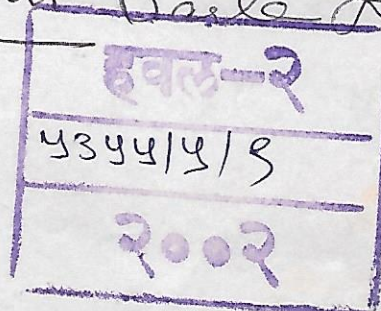




(b) that on the Lessee, paying the said yearly ground rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall and may peaceably and quietly hold, possess and enjoy the demised land together with the buildings and structures standing thereon during the term hereby created, without any eviction, interruption, disturbance, claim and demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for him.

5. It is hereby agreed and declared that these presents are on the express condition that if the said yearly ground lease rent or any part thereof payable in the manner here-in-before mentioned shall be in arrears for the space of three months after the same shall have become due and payable on any of the said days wherein the same ought to be paid as aforesaid whether the same shall or shall not be legally demanded or if any of the covenants and stipulations herein contained and on the part of the Lessee to be observed and performed shall not be so observed and performed by the Lessee or any person claiming under him or if the Lessee shall raise an objection to the amount of the yearly ground lease rent hereby fixed for any reason whatsoever then and in such an event, it shall be lawful for the Lessor or any person claiming under him or any person or persons duly authorized by him in that behalf at any time hereafter to enter into and upon the land and premises and the buildings and structures to be constructed thereon or any part or parts thereof in the name of the whole and the same to have, possess and enjoy and thereupon this demise shall absolutely determine but without prejudice to the right of the action of the Lessor in respect of any breach of any of the covenants by the Lessee herein contained provided always that no re-entry shall be made under the foregoing power for breach of the covenants and stipulations herein contained and on the part of the Lessee to be observed and performed (save and except the covenant for payment of rent) unless and until the Lessor shall have given to the Lessee a notice in writing specifying the covenants and conditions or stipulations which require to be complied with or carried out and the Lessee shall have failed to comply with or carryout and the Lessee shall have failed to comply with or carryout the same within one month from the date of the receipt of such notice.

6. The Lessor has already constructed a Dispensary building and a part of School building on two plots as more particularly described in the schedule hereunder written.



*D. Anwar Saheb Datar*



7. And it is hereby expressly agreed and declared between the parties as follows :
- (a) On the determination of this deed and the demise granted under the provisions hereof all the buildings and structures standing on the demised land shall be maintained by the Lessee.
- (b) The personal liability of the Lessee to pay the yearly rent will be absolute and will not be affected by the Lessee granting by sub demise any portion of the demised land or structure thereon and nor withstanding the consent given to sublease or to the assignment of the demised land or any portion thereof, the said liability will continue abated.
- (c) That any time or times during subsistence of this demise the Lessee shall use the demised land the structures standing or constructed thereon shall be used only for charitable purpose like academic activities such as School, College, Research Institute, Hospital, Dispensary.

The schedule above referred to :

School Building	Survey No.57 & 66 Area Sq.mts	Purpose
Plot No.352 (N)	9293	School

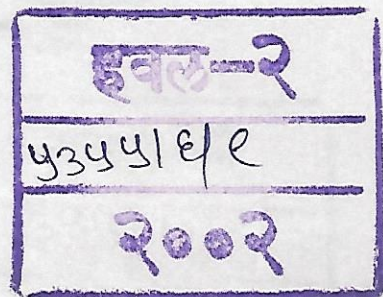
**Boundaries**

North Society Road  
East Society Road  
South Society Road  
West Society Road

Plot No.349 (N)	5042	Dispensary
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**Boundaries**

North Plot No.351/ 264 Society Road  
East Society Road  
South Plot No.347/256  
West Society Road



*[Handwritten signatures]* Sanku Datar



OPEN

: 7 :

Plot No. 450(New) Boundaries 4124 Sq.mts

North - Plot No. 700 & Nala  
East - Society Road  
South - Society Road  
West - Nala

In witness whereof the Lessor and the Lessee have put their respective hands on the day and year first here-in-above written.

Signed and delivered by the two members of the Managing Committee of the Society authorized by Resolution No. MCR 713 A dated 23.5.2002 for the Lessor within named



1. Sarla Datar  
(SMT. SARLA DATAR)

Member

2. Col. R.D. Advani  
(COL. R.D. ADVANI)

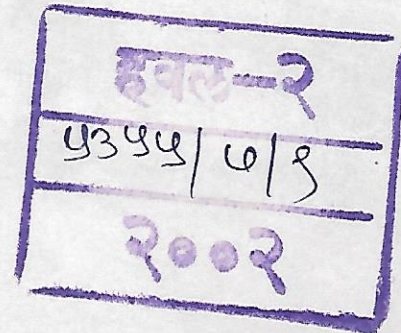
Member

3. Mr. G.G. Gaikwad  
(MR. G.G. GAIKWAD)

Secretary

Secretary,  
Sind Co-operative Housing Society  
Gandhinagar Road, Aurangabad,  
Punjab-7

Signed and delivered for the within named Lessee by its authorized Trustee



For S.M. Kishinchandani Charitable Trust  
(Mr. S.M. KISHINCHANDANI)



In the presence of

Trustee

1. Col. S.P. Badve Sr Manager  
2. Vinod G. Matai Asst Manager

Sarla Datar



क्रमांक : 5355/2002

रस्ताचा प्रकार : Lease

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

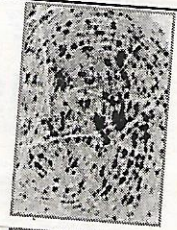
छायाचित्र

अंगठ्याचा ठसा

1 सिधु चॅरिटेबल ट्रस्ट ऑंध पुणे तर्फे ट्रस्टी श्री.  
एस.एम. किसनचंदाणी

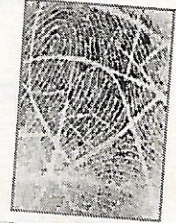
Executant

सही

2 श्रीमती सरला दातार या सिंध को-ऑप. हौ. सोसा.चे  
मॅंबर

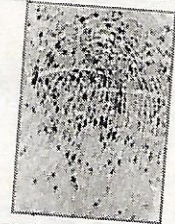
Executor

सही

3 कर्नल आर. डी. आडवाणी हे सिंध को-ऑप. हौ.  
सोसा.चे मॅंबर

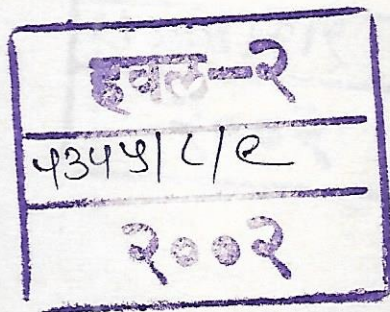
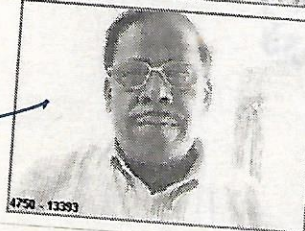
Executor

सही

4 जी.जी. गणपतदास हे सिंध को-ऑप. हौ. सोसा.चे  
मॅंबर

Executor

सही





हवल 2 5355-2002] चा गोषवारा

मुल्य : 1 मोबदला : 1 भरलेले मुद्रांक शुल्क : 200

हजर केल्याचा दिनांक : 27/09/2002 11:16 AM

मोदनाचा दिनांक : 27/09/2002

दस्ताचा प्रकार : (36) भाडेपट्टा

दस्त अनुच्छेद प्रकार: अशा प्रकारच्या भाडेपट्ट्याद्वारे भाडे निश्चित केले असेल आणि कोणतेही अधिमूल्य भरले किंवा सुपूर्द केले नसेल त्या बाबतीत

शिक्षा क्र. 1 ची वेळ : (सप्टेंबर) 27/09/2002 11:16 AM

शिक्षा क्र. 2 ची वेळ : (ऑक्टोबर) 27/09/2002 11:18 AM

शिक्षा क्र. 3 ची वेळ : (नोव्हेंबर) 27/09/2002 11:20 AM

शिक्षा क्र. 4 ची वेळ : (डिसेंबर) 27/09/2002 11:20 AM

दस्त नोंद केल्याचा दिनांक : 27/09/2002 11:20 AM

पावती क्र.: 4481

दिनांक: 27/09/2002

पावतीचे वर्णन

नांव: सिंधु चॅरिटेबल ट्रस्ट औंध पुणे तर्फे ट्रस्टी श्री. एस.एम. किसनचंदाणी

100 : नोंदणी फी

180 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

280: एकूण

दु. निबंधकाची सही, हवेली 2 (कसबा पेठ)

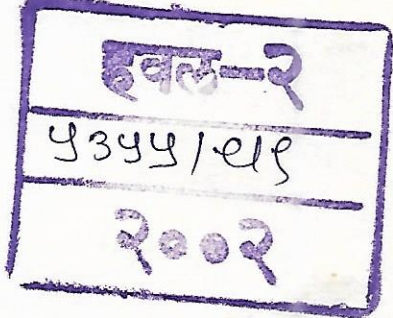
दस्तावेजावर दस्त ठेवण्यात [ भाडेपट्टा] दस्तऐवज करून दिल्याचे कबूल करतात.

पुढील निबंधकाच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना असे प्रमाणित करण्यात येते की, सदर दस्तऐवजात एकूण पाने आहेत.

1) अ. श्री. एस.वि. कुमार, रा. कोंढवा बु. पुणे 48

दु. निबंधकाची सही  
हवेली 2 (कसबा पेठ)

सह. दुय्यम निबंधक  
हवेली क्र. 2



पहिले नंबराचे पुस्तकाचे  
५.३५.५. नंबरी नोंदला

सह. दुय्यम निबंधक हवेली २  
दिनांक- 20/09/2002





गावाचे नाव : औंध

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व भाडेपट्टा  
वाजारभाव (भाडेपट्ट्याच्या बाबतीत अशा प्रकारच्या भाडेपट्ट्याद्वारे भाडे निश्चित केले असेल आणि कोणतेही अधिमूल्य पट्टाकार आकारणी देतो की पट्टेदार भरले किंवा सुपूर्द केले नसेल त्या बाबतीत ते नमूद करावे) मोबदला रु. 1.00  
बा.भा. रु. 1.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 57 वर्णन: स.नं. 57 व 66 यापैकी प्लॉट नं. 352 एन यासी क्षेत्र 9293 चौ.मी. व त्यावरील बांधकाम, प्लॉट नं. 349 एन क्षेत्र 5042 चौ.मी. व त्यावरील बांधकाम, प्लॉट नं. 450 न्यू यासी क्षेत्र 4124 चौ.मी. ही मोकळी जागा
- (3) क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व (1) श्रीमती सरला दातार या सिंध को-ऑप. हौ. सोसा.चे मॅम्बर, रा. 548 सिंध संपूर्ण पत्ता नाव किंवा दिवाणी सोसा. औंध पुणे 7 (2) कर्नल आर. डी. आडवाणी हे सिंध को-ऑप. हौ. न्यायालयाचा हुकुमनामा किंवा आदेश सोसा.चे मॅम्बर, रा. सदर (3) जी.जी. गायकवाड हे सिंध को-ऑप. हौ. सोसा.चे असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता सेक्रेटरी, रा. सदर
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे (1) सिंधु चॅरिटेबल ट्रस्ट औंध पुणे तर्फे ट्रस्टी श्री. एस.एम. किसनचंदाणी, रा. नाव व संपूर्ण पत्ता किंवा दिवाणी 212 सिंध सोसा. औंध पुणे 7 न्यायालयाचा हुकुमनामा किंवा आदेश
- (7) दिनांक करून दिल्याचा 27/09/2002
- (8) नोंदणीचा 27/09/2002
- (9) अनुक्रमांक, खंड व पृष्ठ 5355 /2002
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 0.00
- (11) बाजारभावाप्रमाणे नोंदणी शुल्क रु 100.00
- (12) शोरा



बी नक्कल केली सदर नक्कल अजंदार ... २७/०९/२००२  
बी बाचली ... यास त्याचे तारीख २७/०९/२००२  
बी रुजवत घेतली, ने अर्जा ... २७/०९/२००२  
... यास दिली तारीख २७/०९/२००२



बा. हुमय विबंधक हवेली क.