

11

Tuesday, May 10, 2016
10:44 PM

सूची क्र. दोन INDEX NO. II

मागते नाव : आकुर्डी

(1) विवेकाचा प्रभाव, पायलकाचे प्रत्यक्ष युक्त पुरुस्ती पत्र
य सज्जाराचा (मागीलकाळाचा)
सामग्रीत घालाकार आकाराची देतो
भी पददेखार से प्रत्यक्ष काराणे) नैवदत्ता रु. 0.00
मा.मा. रु. 0.00

(2) पु.मापन, विवेकाचा व प्रत्यक्षकाचा
(असल्यास)

(1)(1) वर्णना मुळ दस्त क्र. पी- 157 दि. 23/7/85 हवेली क्र.1 मधील दस्तातील मिळकतीचा
वापर माध्यमिक शाळा असा वापर करणे असे होते त्याऐवजी सदर मिळकतीचा वापर शैक्षणिक
संकुल असा वाचण्यात यावा.
(1)

(3) जेवज्वाळ

(4) आजाराची किंवा जुडी देण्याचे
असेल तेव्हा

(1) श्री. मुकेश काफळे मुख्य कार्यकारी अधिकारी पिंपरी विंचवड नवनगर विकास प्राधिकरण
निगडी पुणे 44 - - - घर/प्लॉट नं. - - - गल्ली/रस्ता: - - - ईमारतीचे नाव: - - - ईमारत नं: - - -
पेट/वसाहत: - - - शहर/गाव: - - - तालुका: - - - पिन: - - - पॅन नंबर: - - -

(5) दस्तऐवज करून देण्याचा
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा
दिवाणी न्यायालयाचा हुकुमनामा
किंवा आदेश असल्यास, पतिवादीचे
नाव व संपूर्ण पत्ता

(1) सौ शीलजा सुहास देशपांडे; घर/प्लॉट नं: प्लॉट क्र. 1, 27अ; गल्ली/रस्ता: - - - ईमारतीचे
नाव: कैम्य एज्यु. सोसा.; ईमारत नं: - - - पेट/वसाहत: निगडी प्राधिकरण; शहर/गाव: पुणे;
तालुका: - - - पिन: 411044; पॅन नंबर: - - -

(6) दस्तऐवज करून देण्याचा
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा
दिवाणी न्यायालयाचा हुकुमनामा
किंवा आदेश असल्यास, बादीचे नाव
व संपूर्ण पत्ता

(7) दिनांक

करून दिल्याचा 11/05/2006
सौदनीचा 16/05/2006

(8)

(9) अनुक्रमांक, खंड व युक्त

(10) बाजाराचाप्रमाणे मुद्रांक शुल्क रु 20.00

(11) बाजारभावाप्रमाणे नोंदणी रु 100.00

(12) शेरा



1 बाचरी
1 रुमवत पेसली

सकल कर्तव्य न्यायक नॉस दिली.

हदय निबंधक, हवेली क्र. १४

देशपांडे
१६/५/०६
अर्जावरून
१६/५/०६
तारीख



In the above mentioned Lease deed
para (n) should be read as a condition to be used for the purpose of "Camp
Education Society" instead of the destination of "High School" and the
other conditions needs to be reinterpreted for which the Camp Education Society.





हवेल - १४		
३८५०	२	५
२००६		

Punam- Chinchwad New Town Development Authority, a corporate body constituted under the Maharashtra Regional and Town Planning Act 1966 having its office at Nigdi, Pune-411 044, through its Chief Executive Officer, Hereinafter referred to as the "LESSOR " (which expression shall be deemed to include as successors, and assigns) " OF ONE PART".

AND

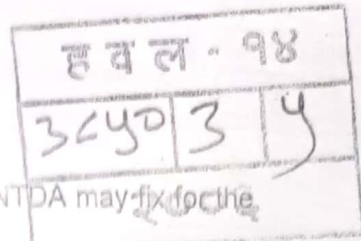
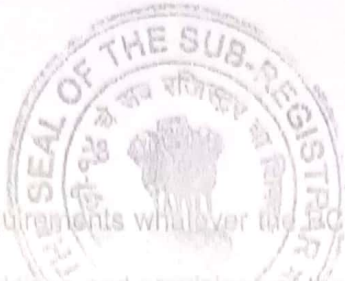
CAMP EDUCATION SOCIETY
SMT.A.A. SALUNKHE (Executive Secretary)
Agt. A. A. Salunkhe & Co. Service
K/1-20/1/1, Near Mohammed Street, Pune-411 001

Hereinafter referred to as the "LESSEE" (which expression shall be deemed to include their respective heirs, executors, administrators) "OF THE OTHER PART"...

AND WHEREAS the Lease-Deed of Plot No.1 High School, in Sector No.27-A, Survey No. 20, Village: Akurdi, admeasuring about 11025.4 Sq.Mtrs. was executed and registered at the Sub-Registrar Office, Haveli No.1, Dist: Pune at Sr.No. P-757 on 23 /07 /1985.

AND WHEREAS in the above said Lease Deed, on Page No.3 para (e) and on Page No.5 para (n) it is mentioned a building to be used for the purpose of " High School".

AND WHEREAS the PCNTDA have received letter from Camp Education Society, Pune by it's Executive Secretary dated 19/03/2002 addressed to CEO and from Chairman dated 14/ 05 /2002 and 01/03/2006 addressed to CEO alongwith a copy of Govt.of Maharashtra Notification dated 25/10/2005 issued by Urban Development Deptt, Mantralaya, Mumbai-32 requesting to PCNTDA in the above mentioned Lease Deed on Page No. 3 para (e) and on Page No.5 para (n) should be used as a building to be used for the purpose of " Camp Education Society " instead of the destination of "High School" and the same correction needs to be regularized for which the Camp Education Society



Pune are agreed to fulfil the requirements whatever the PCNTDA may fix for the same. Rest of the terms & conditions and provisions of the Original Lease Deed shall remain unchanged and shall be binding on the Authority and the Lessee.

AND WHEREAS the PCNTDA by its D A Meeting No. 230 dt.15/ 02/ 2005 have passed the Resolution on the basis of the admission of at least 5 Students in every year in the said College.

AND WHEREAS the PCNTDA are hereby giving the necessary permission for this Deed of Correction against the above said Lease Deed.

IN WITNESSETH WHEREOF THE PARTIES HETETO HAVE SIGNED
HEREUNDER AT PUNE ON DATE FIRST ABOVE MENTIONED.

SHRI MUKESH KAKADE

(LESSOR) 11/5/06



Chief Executive Officer,
Pimpri-Chinchwad New Town
Development Authority,
Nigdi, Pune-44

CAMP EDUCATION SOCIETY
(By its Executive Secretary)

Sou. Shailaja Suhas Deshpande

16/5/06

(LESSEE)

Witnesses :

1. Signature:
Name: P. S. Patil
Address: Sector No-28/160
Pradhi Karan

2. Signature:
Name: Shailaja Deshpande
Address: Nigdi Pune-44

दुस्र्याम निर्वचयका

3:50:1E pm

हथेली १४ (विषय ७)

दस्त गोषद्वारा भाग-1

हवल 14

दस्त क्र 3850/2006

810

चरित क्रमांक : 3850/2006

वस्तुनाचा प्रकार : पुक दुकवती वन

छायाचित्र

अंगठ्याचा ठसा

राही



2

पाक श्री. मुकेश कावळे मुख्य कार्यकारी अधिकारी पिंपरी
 विध्वंसक भवनपर विकास प्राधिकरण निमाडी पुणे ४४ .
 पत्ता: धए/प्रलौट भं: -
 भल्ली/रस्ता: -
 ईनाल्लीये पाक -
 ईकारवा भं: -
 केवळ/महा -
 २०००/००

लिङ्गन घेणार

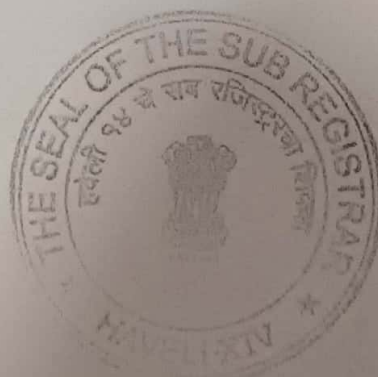
चय =

पहली

उपलब्ध नाही

उपलब्ध नाही

कलम 88 खाली कबुलीसाठी सुट



519

वरत क्र. [हवेली 14-3850-2006] या गोधवारा
वाचपार पुस्तक 0 गोधवारा 0 वरतले पुस्तक शुल्क : 100

वरत हजर केव्हाचा दिनांक : 16/05/2006 03:45 PM
विभागाचा दिनांक : 11/03/2006
वरत हजर करणा-वाची सही :

[Signature]

पावती क्र.: 3898 दिनांक: 16/05/2006
पावतीचे वर्णन
नांव: श्री रीतजा राहारा देशपांडे

100 : नोंदणी फी
100 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

200: एकूण

दु. निबंधकाची सही, हवेली 14 (चिचवड)

वरताचा प्रकार : 65) शुद्ध दुरुस्ती वत्र
शिकव क्र. 1 ची वेळ : (सादरीकरण) 16/05/2006 03:45 PM
शिकव क्र. 2 ची वेळ : (ग्री) 16/05/2006 03:45 PM
शिकव क्र. 3 ची वेळ : (कमुली) 16/05/2006 03:49 PM
शिकव क्र. 4 ची वेळ : (ओळख) 16/05/2006 03:49 PM

वरत नोंद केव्हाचा दिनांक : 16/05/2006 03:49 PM

ओळख :

दुसरा निबंधक यांच्या ओळखीचे हजर असे निवेदीत करतात की ते प्रत्येक करून देणा-यांना
व्यवहारीत ओळखतात, व त्यांची ओळख निवेदीत.

1) श्री अश्विनकुमारजुनराव गवळकर प्रत्येक न -

पावती करत -

दुसरा निबंधक

दुसरा निबंधक

वेळ/वेळ/वेळ : निमजी

राहत्याचा: पुणे

तत्पुत्रा: -

पिन: 411044

प्रमाणित करण्यात येते की या
प्रतारा एकूण - पात्रे आहेत.

दुसरा निबंधक, हवेली क्र. 98

पहिले निबंधक पुस्तकाचे

3540 नवसे नोंदला

दुसरा निबंधक, हवेली क्र. 98

दिनांक 16/05/2006

दु. निबंधकाची सही
हवेली 14 (चिचवड)



LEASE DEED

THIS LEASE MADE AT Pune on the 23rd
day of July One thousand nine hundred and eighty Five

BETWEEN

PIMPRI-CHINCHWAND 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 D. V. Rayakar

AND

Camp Education Society
Name: Smt. A. P. Salunkhe, Executive Secretary

Age : 45 yrs. occupation Service

residing at: 2015/C Jam Mohammad
Street, Poona - 411001

hereinafter called the "Lessee's" (which expression shall, unless
the context does not so admit, include his/her/its/their successor/s
and assigns their respective heirs; executors; administrators
and 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.

Covenants by the Lessee

To pay rent

To pay rates & taxes

Not to excavate

Time limits for Commencement and completion of construction works

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 from 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 satisfactions of Development Authority build and completely finish fit for

occupation a building to be used as ^{High 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 above 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 except in accordance with the plans approved by the Dev. Authority.

To built only as per plans sanctioned by the Development Authority

(5)

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 High 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 Pimori-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. 200 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 up to 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.

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 ;

Right to purchase leasehold interest

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.

Rights of the mortgagee

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.

(7)

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.

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

[1] 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.

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 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.

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.

*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.*

Notices and demands

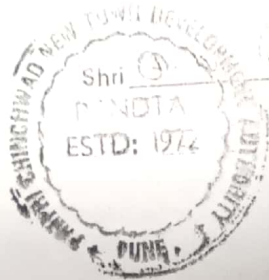
Marginal Notes

(8)

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:



Rajeshwar

CHIEF EXECUTIVE OFFICER,
PIMPRI-CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY,
PUNE.

Sd/- x x x
(A.V. Rajeshwar)
Lessor

(Pimpri Chinchwad New Town
Development Authority)



Witnesses

(1) Sd/- x x x

Name R. R. Molari

Address 516A Narayan Peth,
Pune-30

(2)

Name

Address

TRUE COPY

Administrative Officer.

Signature of the Lessee

Secretary
Camp Education Society
Pune - 411001

Copied by

Compulsed by

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण.

प्लॉटचा नकाशा व ताबेपावती

पेठ क्रमांक

प्लॉट नंबर

क्षेत्र चौ. मीटर

प्लॉट द्वारकाचे नांव

२०३१

माध्यामिक
शाळा १

११०२५.४

कै. ए. ए. साहेब, स. ए. ए. साहेब, स. ए. ए. साहेब

कुपमा लॉन मॉर पटी

CHIEF EXECUTIVE OFFICER,
PIMPRI-CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY,
PUNE.

Signature

क. सव्हर

Signature

हेड सव्हर

स्केल १:५००

बाज दिनांक २६-०८

ताबा दिका.

प्रतिनिधी

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण.

रोजी बरील बाकतीत तमूद केलेल्या प्लॉटच्या चतुःसिमांचो मापे जागेवर प्रत्यक्ष तपासून

ताबा मिळाला.

Signature

प्लॉट द्वारक

Secretary,

Camp Education Society

Pune 411 001.

73 મી. ૫૫ સે. ૨૫૦

૨૦૫૦

૭૫

પાદ્યાર્થિક શાળા

કુશલ
સુધિધા
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