

कोरे फॉर्म मिळण्याचे ठिकाण

पुणे जिल्हा तलाठी पतसंस्था

तलाठी भवन, ९३१ शुक्रवार पेठ,

पुणे जिल्हा तलाठी पतसंस्था

गा. नं. क्र. ७, ७ अ व १२

शिवका

गाव

आकुर्जी

ता.

हवेली.

जि. पुणे

भूमापन क्रमांक सर्वे नं. गट क्र.	हि. क्र.	धारणा प्रकार	मालकाचे नाव	गा. नं. क्र. ७	खाते क्र.
२८		नपिनाशर्ती	५५० ३८८ ६४२ २२८९		कुळचे नाव १ नविन शाही व हिरसा
भू. मा. क्रमांकाचे स्थानिक नाव			चिंतामण नारायण खेडे ६५६४		इतर अधिकार २२८९
लागवड योग्य क्षेत्र	एकर	गुंटे	समाकर विष्णु खेडे ६५६४ २२४३		५२८
जिरायत	हेक्टर	आर	पिंपरी चिंचवड नववसाहण		पिंपरी चिंचवड औद्योगिक
बागाईत	१०-६२		हाथिकर २५०० ६५६४		निवास व व्यापार विभाग
भात शेती	-	-			गारागी २२२०
एकूण	१०-६२		११४८		सखाराम विष्णु कुटे
पो. ख....	०-३८				श्रीकर विष्णु कुटे.
वर्ग (अ)...	-	-			२३८९ २४४२
वर्ग (ब)...	-	-			
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गा. नं. क्र. १२

तलावी आकुर्डी  
ता. इचेली, जि. पुणे.

गाव कामगार तलाठी सही



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कोरे फॉर्म मिळण्याचे ठिकाण

पुणे जिल्हा तलाठी पतसंस्था

तलाठी भवन, १३०, शंकर भट्ट

पुणे २. फोन : ४४७०४३२

गा. नं. क्र. ७, ७ अ व १२

शिवका

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भूमापन क्रमांक सर्वे नं. गट क्र.	हि. क्र.	धारणा प्रकार	मालकाचे नाव	गा. नं. क्र. ७	खाते क्र.
२०	नविनशर्मा		५५० ३९८ ५६५ ६४२		नविनशर्मा ३ खिसा कुळाचे नाव २२१९
भू. मा. क्रमांकाचे स्थानिक नाव			सरकारी २२१९ २२४५		इतर अधिकार आरु पिमाजी काळे श.क. ६४२
लागवड योग्य क्षेत्र	एकर	गुंटे	पिंपरी पिंपळ नव वसाहती		कुळ गैर हजर कु.का.पौकड २५६ ६६५
जिरायत	हेक्टर	आर	साधिकर २५२९		पिंपरी पिंपळ भौषेखि निवास व. व्यापार विभाग साकारी २२२०
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वर्ग (अ)...	—				
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जुडी अथवा विशेष आकार	—				
पाण्याबाबत	—				
एकूण	२०-००				



गा. नं. क्र. १२

तलाठी आकुर्डी  
ता. हवेली, जि. पुणे.

गाव कामगार तलाठी सही





HVLI  
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1984

Additional Treasury Officer  
Poon

सन् १९८४	६७६९	बालो लिहत्यात्रावार्णे की वेंतली
..... 26 लाखेंत .. 3. व ४ .....		मोंदजी की ४३०=००
से वरम्मान हवेली नं. १ से		छायाचित्र पार्ने (१५), ३०=००
सह दुय्यम निबंधक कचेरीत		टपाल ५=००
आणून दिला	X. Mr. Jambhale	मेमो
		एकूण ४६५=००
सह. दुय्यम निबंधक हवेली नं. १		सह. दुय्यम निबंधक हवेली नं. १

LEASE DEED

This lease is made on this 28th day of August  
Nineteen Hundred and Eighty Four BETWEEN PIMPRI-CHINCHWAD  
NEW TOWN DEVELOPMENT AUTHORITY incorporated under  
Maharashtra Regional & Town Planning Act - 1966, having  
its registered office at Sector No.28, New Town Nigadi,  
Pune - 411 035, through its Chief Executive Officer  
SHRI ARVIND V. RAIKAR hereinafter referred to as 'LESSOR' or  
'THE AUTHORITY' of the FIRST PART AND ...



AND

Principal, Addyogik Tantra  
Shikshan Santha, a Educational  
Institute registered under socie-  
ties Act having registration  
No. MAH/469/P of 6-7-1975 and

Public Trust Act having registra-  
tion No. F-324 of 16-7-1966 , having its Office at

C-2 M.I.D.A., Chinchwad, Industrail Area, Bombay-Poona

Road, Chinchwad, Pune 411 019. through its Principal

Shri. **M D JAMBHEKAR** who is authrosied to

sign the deed. Hereinafter called as 'LESSEE' which  
expression shall unless be repugnant to the context or mean-  
ing thereof shall mean and include its successors in Title  
and assignee of the SECOND PART.

WHEREAS the LESSEE had applied to the LESSOR for  
the grant of a Lease of Piece of Land out of the land kept  
Reserved for the Secondary School in Sector No. 27-A of  
Bhopri Chinchwad New Town area, the layout of which is app-  
proved by the State Government in Urban Development and  
Public Health Department under their letter No. RPP-1176/  
2779-UD-5, dated 19-11-1976 admeasuring One Hecter, (the  
said piece of land is more particularly described in the  
schedule hereunder mentioned, and which is shown by red lines  
in the Map annexed hereunder ), The said piece of land is  
hereinafter referred to as 'The Land ' or 'The Plot '.

AND WHEREAS the LESSOR has accepted the request and  
application of the LESSEE and passed the resolution for  
grant of Lease in its meeting of the Development Authority  
held on 30-6-1980 and communicated the resolution to the  
LESSEE by their letter dated 8-7-1980,

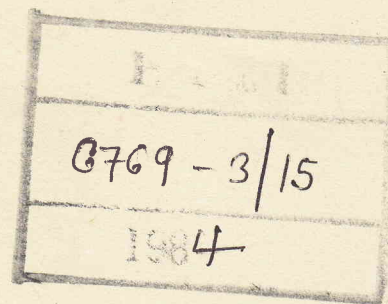
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AND WHEREAS the LESSEE has accepted the terms and conditions of the resolution of the LESSOR and as well as the conditions mentioned in the letter dated 8-7-1980,



AND WHEREAS the LESSEE has stated on oath that the provisions of Urban Lands (Ceiling & Regulations) Act-1976, are not applicable to the Lessee,

AND WHEREAS the LESSOR being Local Authority, formed under the Maharashtra Regional Town Planning Act-1966 has been exempted under Section 19(1) of the Urban Land (Ceiling & Regulation) Act-1976 and is not required to submit Notice under Section-26(1) of Urban Land (Ceiling & Regulation) Act-1976,



AND WHEREAS the LESSEE requested the LESSOR to execute the Lease Deed in favour of the Audyogik Tantra Shikshan Sanstha, Chinchwad in pursuance of the resolution passed by the LESSOR in their meeting held on 30-6-1980.

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER :-

1. In consideration of the sum of Rs 37,500/- Only - (Rupees Thirty Seven Thousand Five Hundred Only) paid by the LESSEE to the LESSOR as a PREMIUM (the receipt of which the LESSOR hereby acknowledged) and the LESSEE agreeing to pay the yearly rent of RUPEE ONE to the LESSOR, and LESSEE agreeing to observe fully the covenant of this deed hereinafter contained the LESSOR doth hereby grant a Lease of Plot of one hector out of the land kept reserved for the Secondary School in Sector No.27-A of Pimpri-Chinchwad New Town Area approved by the Government of



Maharashtra, Urban Development & Public Health Department under their letter No.RPP-1176/2779-UD-5 dated 19-11-1976 situated at village Nigadi within the limits of Pimpri-Chinchwad Municipal Corporation, Sub-Registration

District Taluka Haveli, District Pune which is bounded as follows :

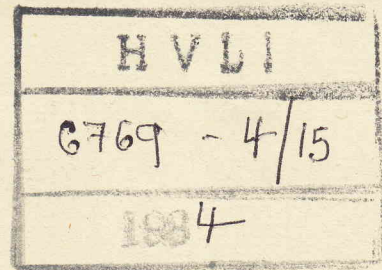
ON OR TOWARDS THE EAST BY - Plot No.140 to 145.

ON OR TOWARDS THE SOUTH BY - Sight kept reserved for public amenities.

ON OR TOWARDS THE WEST BY - Sight kept reserved for Sub-District Centre.

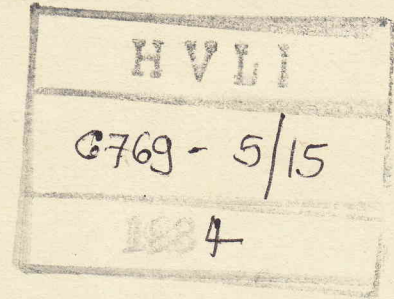
ON OR TOWARDS THE NORTH BY - Part of land out of the reserved sight kept for high school.

with all rights, easements and appurtenances thereto belonging, except and reserving UNTO the LESSOR all mines and minerales in and under the said land or any part thereof, to hold the land hereinbefore mentioned UNTO the LESSEE for the term of NINETY NINE YEARS counted from the 28th day of August One Thousand Nine Hundred Eighty Four subject nevertheless to the provisions of the Maharashtra Land Revenue Code 1966 and rules thereunder, paying therefor yearly rent during the said term of NINETY NINE YEARS to the LESSOR at the Office of the LESSOR or otherwise required by the LESSOR. The said rent of Rs. ONE per year required to be paid in advance on or before 31st day of March in each and every year unless otherwise directed in writing by the LESSOR. The said rent of Rs.One required to be paid without making any deduction of whatsoever.





2. The LESSEE which intend to bind all persons whomsoever in to whose hands the land may come, doth 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 and on the day and in the manner hereinbefore appointed for the payment thereof without making any deductions whatsoever.

B) To pay all existing and future taxes, cesses, rates, non agricultural assessments, land Revenue Charges and out-going of the every description for the time being payable either by LESSOR, LESSEE or LANDLORD or TENANT or by the occupier in respect of the land and anything for the time being thereon.

C) Not to make any excavation upon the part of the said land hereby demised, not to remove any stone, gravel, clay or earth therefrom except for the purpose of forming the foundation of the building or buildings or for the purpose of executing any work pursuant to the terms of this lease deed.

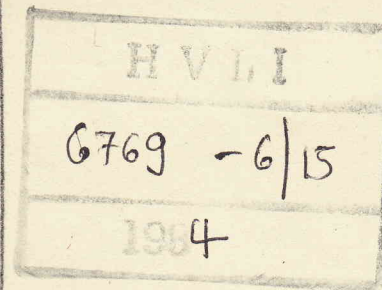
D) To submit to the LESSOR the building Plan or Plans and such other particulars of the building structure or structures or work proposed to be built on the land in the manner prescribed under the Development Control Regulations within a period of two years from the date of taking over possession of the said land.



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 said land whichever is later and within a period of three years from the said day at the expenses of the LESSEE and in a substantial and workman like manner and with a new and sound materials and in compliance with the said Development Control Regulations and all Municipal Rules, Bye-laws and Regulations applicable hereto and in strict accordance with the approved plans, elevations detailed specifications, to the satisfaction of the Development Authority and completely finish fit for the purpose of building to be used as TECHNICAL SCHOOL BUILDING with all requisites drains, and other proper conveniences thereto provided that where LESSOR found sufficient reasons, extends in any particular case the above stipulated time limit for completion of the construction of building as per regulation 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 Lease to erect any building, 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 LESSOR AUTHORITY.

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.

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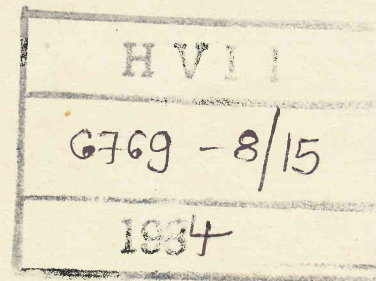
H) To observe and conform to the Development Control Regulations, all rules, regulations and bye-laws of the Development Authority or the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient 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.

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, 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.



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.

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.

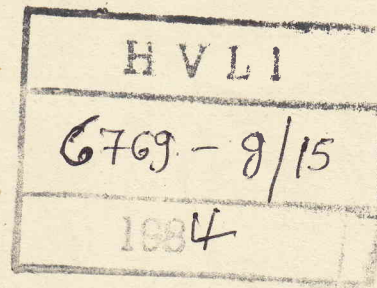
N) To use the demised land for the purpose of education only and for no other purpose.

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. 1 (one) as his contribution to the cost or establishing and maintaining civic amenities such as roads water, drainage, conservancy etc. for the demised ~~px~~ 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 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.

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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.

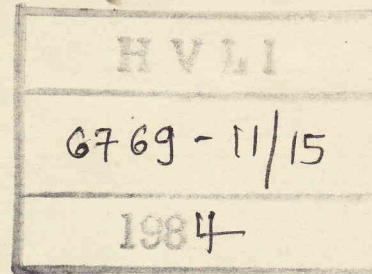
- i. To pay to the Development Authority one-half of the increase in the value of the leasehold interest or land or building derived by the LESSEE such increase being equal to an amount by which the price of the land derived by him exceeds or has exceeded a premium or the value paid by him or his assignor 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.



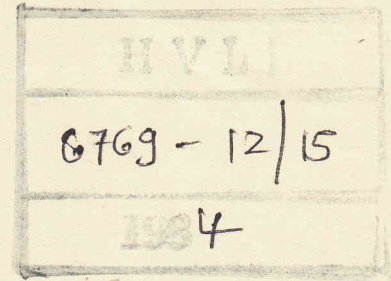
- iii. The LESSEE is not entitled to mortgage his leasehold rights other than to the Central Government, State Government, Nationalised Banks, Life Insurance Corporation of India Maharashtra State Financial Corporation, the Housing Development Finance Corporation or any other Financial Institute approved by Development Authority LESSEE is not entitled to mortgage his lease-hold 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 his leased 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 than mortgagor (LESSEE)  
shall have no objection for reallocation of the  
said plot and or any construction thereon/  
to any person by the authority.



(c) In the event of reallocation the LESSEE  
(mortgagor) shall have no right to share or to  
ask for the payment of the increase in value  
of the plot and or any construction thereon  
derived by the Authority.

S) Not to subdivide the land demised to the LESSEE.

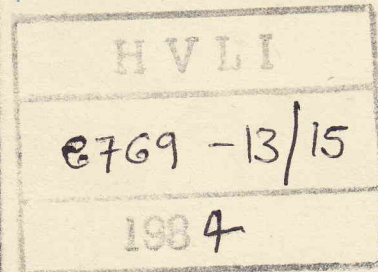
T) No change in the proprietorship or partnership of a  
limited or unlimited company or of registered or  
unregistered partnership firm to whom the plot is handed  
shall be recognised without the previous written consent  
of the Development Authority.

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.

3. 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.

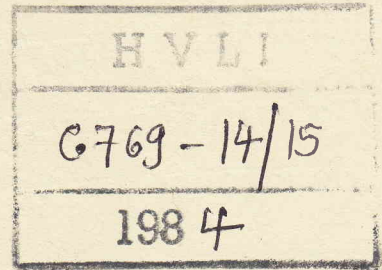


4. If the said rent hereby reserved shall be in arrears for a period of thirty days whether the same shall have been legally demanded or not or if and whenever there shall have been a breach of any of the covenants by the LESSEE hereinbefore contained or if the LESSEE be adjudicated insolvent or bankrupt 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.

5. 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 Maharashtra Land Revenue Code-1966.



6. 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 demised land and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

7. 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. RAY KAR



LESSOR

( Pimpri-Chinchwad New Town Development Authority )

WITNESSES :-

1)

Name - A. D. Shinde  
Address - Pimpri, Poonchi

2)

Name - M. K. Patil  
Address - Fugewadi Ponnar

For Audyogik Tantra Shikshan Sanstha  
Chinchwad

M. Jambhale

Principal

Lessee



6769-15/15

1984

आयोगीक तंन शिक्षण संस्था

व. ०५५३३१/१०० इ.टी.ए.ए.उ.

तर्फे प्रिन्सीपल श्री. ०५.डी

डा. अ.के. स. शा. न. लो. करी

रा. ० सी. २. ०५. आय. डि. ००

चिंचवड यांचे पुनर्गठन

चिंचवड १९

हस्ताक्षर करून देणारे

तथाकथित. श्री. ०५.ए.ए.या

हस्ताक्षर करून दिल्याचे

कबूल करितात.

f. w. J. J. J. J. J.

श्री. बाबासाहेब तुकाराम दारवटकर,

३४८/२, गणेश पेठ, कोरेवाडा,

नवीन वृद्ध मंदीरवाडा, पुणे - ४११ ००२.

प्रतिनिधी:- विनोद-विनोद मदनगर विकास

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स्थित: ओळखत असल्याचे सांगतात व

त्यांची ओळख देतात.

(Signature)



दिनांक २ माहे सन १९८४

श्री. अ.वि. वामन रायकर

मुख्य कार्यकारी अधिकारी

विनोद मदनगर

विकास प्राधिकरण

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(Signature) २४/१२/८४

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सह. दुर्यम निबंधक हवेली नं. १



पहिले नंतराचे वृत्तांत