

Serial No. 106
Presented at the office of the
Sub-Registrar of Haveli II
between the hours of 12 noon
and 1 p.m. on 4th February 1952
under the Collector of Poona's
Covering letter No. LND/1146 (17)
dated 1st February 1952

HVEL. (II)
106- 1/9
1952

m. J. P.
Joint Sub-Registrar
Haveli No. 119

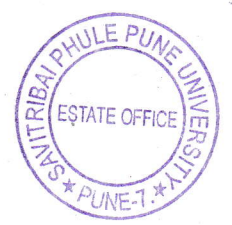
This Lease made the *first* day of *February*

One thousand nine hundred and fifty-two BETWEEN THE GOVERNOR OF BOMBAY exercising the executive authority of the Government of the State of Bombay hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include his successors and assigns) of the one part and THE UNIVERSITY OF POONA a Corporation incorporated under the Poona University Act, XX of 1948, having its office at Poona hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors and permitted assigns) of the other part.

WHEREAS the Lessee has requested the Lessor to grant to the Lessee a lease of the land and premises hereinafter particularly described which the Lessor has agreed to grant upon the terms and conditions hereinafter contained.

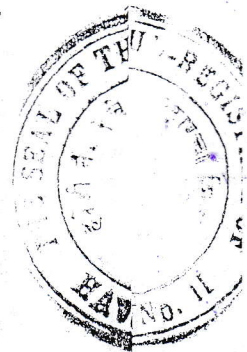
NOW THIS LEASE WITNESSETH as follows:—

1. In consideration of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land being a part of the Estate hitherto known as Government House Estate situated at Ganeshkhind, Aundh Road No. 1, Poona, within the Registration sub-district of Haveli, District Poona, containing by admeasurement 411 acres and 27 gunthas or thereabouts and bounded as follows: that is to say on or towards the North partly by the Public Works Department store standing on Survey No. 25 (part) of Aundh Village, partly by Survey Nos. 40, 34, 27 of Aundh Village, partly by the Dairy Farm standing on Survey No. 25 (part) of Aundh Village and partly by the Road leading to the Kirkee Railway Station (Aundh Road No. 2); on or towards the South partly by Survey No. 132-B (part), Survey No. 134 and Survey No. 257 of Bhamburda Village and partly by the boundary of the Kirkee Cantonment; on or towards the East by Survey No. 33 of the Village of Bapodi



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and partly by the boundary of the village of Bapodi and beyond that Survey Nos. 34, 35, 35-B, 74, 36 and 37-A of Bapodi village and on towards the West partly by the Road leading to Aundh Village (Aundh Road No. I) and partly by the proposed New Road and beyond that part of Survey No. 25 of Aundh and which said piece of land bears Survey No. 25 (part) of the Village of Aundh Survey No. 76 of Bapodi Village and Survey Nos. 133 and 132-B (part) of Bhamburda Village and is delineated on the plan A annexed to these presents being thereon surrounded by a boundary line in red TOGETHER WITH all the buildings, out-buildings, pavilions, structures, tennis courts, swimming pool, yards, gardens, woods, lawns, parks, pleasure-grounds and other things thereto belonging AND TOGETHER ALSO WITH all rights easements and appurtenances thereof EXCEPT AND RESERVING unto the Lessor all the mines and minerals in or under the said land or any part thereof AND ALSO RESERVING unto the President of India the area admeasuring 1 acre and 22 gunthas together with the buildings, structures and servants' quarters standing thereon and coloured purple on the said plan A at present in the occupation of the Posts and Telegraphs Department AND the liberty to the servants and agents of the Government of India to use the roads, paths and bye-ways leading thereto AND ALSO RESERVING unto the Lessor for the use of the staff of Department of Parks and Gardens the area admeasuring 1 acre and 15 gunthas together with the servants' quarters and structures standing thereon and verged yellow on the said plan A AND ALSO RESERVING unto the Lessor and his tenants at all times hereafter the full and free right of running of water and soil from and to the adjoining and neighbouring land and buildings now or hereafter to be erected thereon through the gutters, pipes, sewers, drains, canals and water courses upon or under the piece of land hereby demised and to make connections with such gutters, pipes sewers, drains, canals and water courses or any of them for the purposes of exercising the said right of running of water and soil AND ALSO RESERVING unto the Lessor all the trees, plants, shrubs and bushes now or at any time standing on or comprised in all the gardens, woods, lawns, parks and pleasure grounds and open spaces forming part of the said piece of land other than the trees, plants, shrubs and bushes standing on or comprised in the gardens or lawns within the compound of any residential premises and delineated on the said plan A hereto annexed and thereon coloured

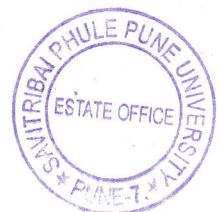
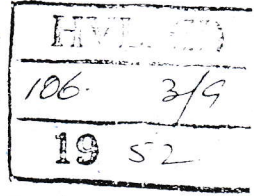


green and the timber and all other products thereof with full liberty to the Lessor to use the said gardens, woods, lawns, parks, pleasure-grounds, farms and open spaces or any part thereof for any agricultural or horticultural purposes. Provided that the portion of the said gardens, woods, lawns, parks and pleasure grounds marked with letters A1 to A7 on the said plan A will not be used for agricultural or horticultural purposes without the previous written consent of the Lessee AND FURTHER RESERVING full liberty to the Lessor, his servants and agents at any time to enter upon the said gardens, woods, lawns, parks, pleasure grounds, farms and open spaces coloured green on the said plan A and also at the discretion of the Lessor and in accordance with the rules to be framed by the Lessor after consultation with the Lessee to the members of the public in general to enter upon and use and enjoy the portions hatched in red on the said plan A of the said gardens, woods, lawns, parks, pleasure grounds, farms and open spaces but not so as to interfere with the use by the Lessee of the said buildings, out-buildings, pavilions, structures, tennis courts and swimming pool standing and being on the said piece of land TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises"), unto the Lessee for the term of nine hundred and ninety nine years computed from the First day of June One thousand nine hundred and forty-nine PAYING THEREFOR during the said term unto the Lessor at the office of the Collector of Poona (hereinafter called "the Collector") or as otherwise required the nominal yearly rent of Rupee one, the said rent to be paid in advance on the 1st day of August in each and every year.

2. The Lessee for itself and its successor or successors with intent to bind all persons into whosoever hands the demised premises 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, on the day and in the manner hereinbefore appointed for payment thereof.

(b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier to the Poona Municipal Corporation or any other local authority in respect of the demised premises and any thing for the time being thereon but not the



agricultural or non-agricultural assessment or any other tax in respect of the demised premises or any part thereof not expressly payable by the Lessee under these presents.

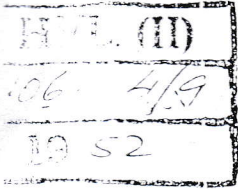
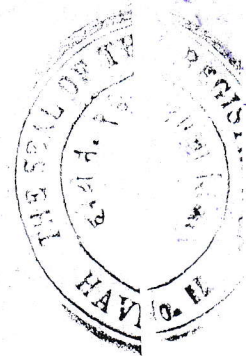
(c) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel clay or earth therefrom except for the purpose of forming foundations of buildings or for the purposes of executing any work pursuant to the terms of this lease.

(d) That no building or erection to be erected hereafter shall be commenced unless and until the building lines, specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Chief Engineer to the Government or the Officer of the Government for the time being exercising the functions or carrying out the duties of the Chief Engineer (hereinafter called "the Chief Engineer").

(e) Both in the completion of any such buildings or erections and at all times during the continuance of this demise to observe and conform to all bye-laws, rules and regulations in that behalf of any local authority as may be in force for the time being relating in any way to the demised premises and any building thereon.

(f) 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 premises or architectural features thereon except with the previous approval in writing of the Chief Engineer.

(g) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition to the satisfaction of the Chief Engineer the said buildings, out-buildings, structures, tennis-courts, and swimming pool and the drains, compound walls and fences standing and being on the demised premises and all fixtures and additions thereto provided that the Lessee shall not be required to repair or keep in repairs the compound walls and fences which the Lessor has undertaken to repair or keep in repair under clause 4(b) hereof.



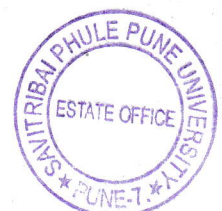
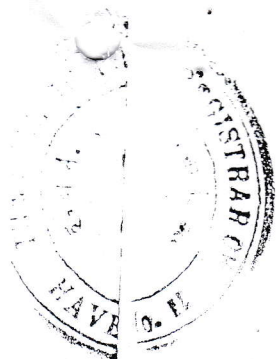
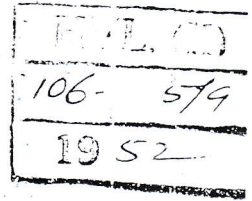
(h) Throughout the said term at the Lessee's cost to keep and maintain in good and substantial repair and condition to the satisfaction of the Chief Engineer all the roads, paths and bye-ways which are or may be situate on and across the parts of the demised premises other than the portions hatched in red on the said plan A which even at the discretion of the Lessor will not be open to the public in general and also all the roads paths and bye-ways which may be situate on and across any part or parts of the demised premises which the Lessee may be permitted to use for its purpose specified in clause 2(k) hereof if such use be exclusive.

(i) To permit the Lessor or the Chief Engineer or the Collector or the Executive Engineer, Poona, and other officers, servants or agents authorised by the Lessor from time to time and at all reasonable times of the day during the term hereby granted after reasonable previous notice to enter into and upon the said buildings, out-buildings, pavilions, structures, tennis-courts and swimming pool standing or being on the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, the decision of the Chief Engineer in that behalf being final and binding upon the Lessee, they or any of them may by notice in writing to the Lessee, call upon the Lessee to execute such repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

(j) Not to do or permit to be done anything which may cause any damage to the said gardens, woods, lawns, parks, pleasure-grounds, farms and open spaces on the demised premises, nor to remove any plants, shrubs, bushes, or timber or any other products thereof.

(k) Not to use or permit to be used the demised premises or any part thereof except for the purposes in respect of which the Lessee is empowered by the provisions of the Poona University Act, 1948, or for any other purposes connected with the activities of the Lessee as a University.

(l) The Lessee shall accept as final the Lessor's decision on any question which may arise concerning any alleged breach of sub-clause (k).



(m) To keep the buildings already erected or which may hereafter be erected on the said piece of land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire to their full value such value to be determined by the Chief Engineer from time to time in some well established insurance company to be approved by the Collector and on demand to produce to the Collector the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said piece of land or any part thereof shall be destroyed or damaged by fire ^{to} forthwith ^{to} lay out all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Chief Engineer AND whenever during the said term the said buildings or any part respectively shall be damaged whether by fire or hurricane or otherwise the Lessee will repair the same to the satisfaction of the Chief Engineer and in case the said buildings are totally destroyed the Lessee shall have no right to call upon the Lessor to reinstate the same.

(n) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon.

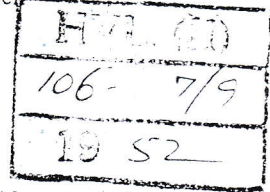
(o) Not to assign, underlet or otherwise part with the possession of the demised premises or any part thereof or transfer the Lessee's interest therein without the previous consent in writing of the Lessor who may in his discretion refuse such consent or grant it subject to such conditions as he may think proper.

3. If and whenever there shall be a breach of any of the covenant by the Lessee hereinbefore contained 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 PROVIDED ALWAYS that the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Collector on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant



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in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice.



4. The Lessor doth hereby covenant with the Lessee that--

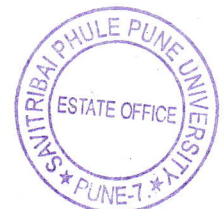
(a) During the said term the Lessor shall maintain the said gardens, woods, lawns, parks and pleasure-grounds on the demised premises (other than the gardens or lawns within the compound of any residential premises) in good order and condition as public gardens or parks subject to the rules made by the Lessor and for the time being in force with respect to the maintenance of public gardens and parks, with liberty to use the same for agricultural or horticultural purposes in the manner hereinbefore provided.

(b) To keep and maintain in good and substantial repair and condition the compound walls and fences standing or being on the portions of the demised premises hatched in red in the said plan 'A' which said compound-walls and fences are for the sake of greater clarification drawn on the plan 'B' annexed to these presents and thereon coloured yellow.

(c) To keep and maintain in good and substantial repair and condition and equip with sufficient number of lamp-posts and to keep properly lit all roads, paths and bye-ways lying in and across the portions of the demised premises hatched in red on the said plan 'A', which said roads, paths and bye-ways are for the sake for greater clarification drawn on the plan 'B' annexed to these presents and thereon coloured red.

(d) The Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor ; and

(e) The stamp duty and registration charges payable in respect of this lease and its duplicate shall be borne by the Lessor.



5. The Lessor may at the request of the Lessee permit the Lessee without charging any premium or additional rent to use the portion of the demised premises comprising of the gardens, woods, lawns, parks, pleasure-grounds, farms and open spaces hatched in red on the said plan "A" or any part thereof for its exclusive use for any of the purposes mentioned in clause 2(k) hereof and on the grant of such permission the liberty reserved to the members of the public in general to enter upon the gardens, woods, lawns, parks, pleasure-grounds, farms and open spaces shall with respect to the part or parts of the demised premises in respect of which such permission may be granted absolutely cease and determine and thereupon the Lessor will be released from his obligation under clauses 4(a), 4(b) and 4(c) hereof relating to the part or parts of the demised premises in respect of which such permission may be granted.

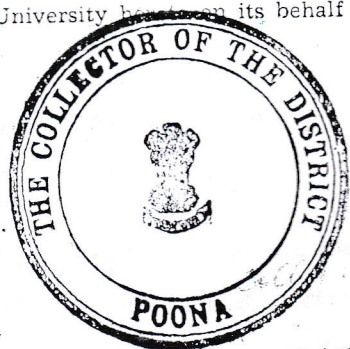
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IN WITNESS WHEREOF the Governor of Bombay hath caused the Collector of Poona to set his hand and affix his official seal hereto on his behalf and the University of Poona hath caused its Registrar to set his hand and affix the official seal of the University hereon its behalf the day and year first above written.

SIGNED SEALED and DELIVERED

by Shri *N. J. Pimpurkar*,
Collector of Poona in the presence

- of—
- [Signature]*
Asst. P.A.
 - [Signature]*
Asst. Registrar
1-2-1952

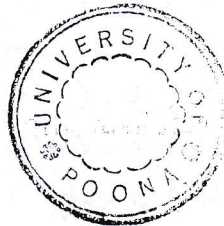


N. J. Pimpurkar
1-2-52

SIGNED SEALED and DELIVERED

by Shri *M. A. Moghe*
Registrar of the University of Poona

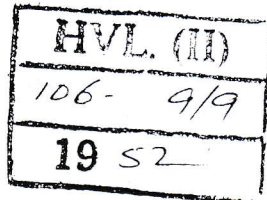
- in the presence of—
- K. S. Venkatarao*
 - R. V. Chandurao*



m. a. moghe
1-2-52

Shri M. G. Pimpulkar, Collector, executing party,
on behalf of the Government of Bombay in
Pona, is exempt from personal appearance under
Section 88 of the Indian Registration Act
1908 (XVI of 1908). His signature and seal
is personally known to the undersigned
Sub-Registrar

Dated 4th February 1952



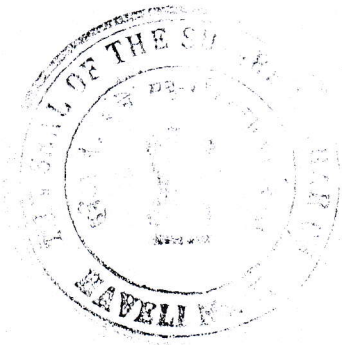
m. a. phule

Joint Sub-Registrar,
Haveli No. II

Shri Mahadeo Abharam Moghe, Registrar
of the University of Pona, Brahmim, 56
Service residing at University Estate,
Ganesh Khind Pona & executing party
admits execution and indorses the
seal of the University of Pona. He
is personally known to the undersigned
Sub-Registrar

9th April 1952

m. a. moghe
Dated 9th April 1952
m. a. phule
Joint Sub-Registrar,
Haveli No. II



Registered No. 105 of Book No. I

m. a. phule
Joint Sub-Registrar,
Haveli No. II

Dated 9th April 1952

Duplicate of document registered at
No. 105 of Book No. I

Date
9-4-52

m. a. phule
Joint Sub-Registrar, Haveli
NO. II

