

Rubber Stamp of the Collector,
Bombay Suburban District.

This is to certify that Mr. Schrabji M. Bharucha, an inhabitant of Thana (hereinafter called " the Lessee " which expression shall unless excluded by or repugnant to the context, include the lessee, his heirs, successors, legal representatives and assigns) has, subject to the provisions of the Bombay Land Revenue Code, 1879, and the Rules thereunder and subject to the conditions hereinafter specified, been allowed by the Collector, Bombay Suburban District, (hereinafter called " the Collector " which expression shall include the said Collector and any other officer whom the Governor in Council may appoint to exercise the powers of the Collector under this lease) for and on behalf of the Secretary of State for India in Council, to occupy for a period of fifty years commencing from the first day of August 1924 (hereⁱⁿafter called " the said terms "), a plot of ground situated at Byramjee Jeejibhoy Road, Bandra, being a portion of survey No. 212 of Bandra in the South Salsette Taluka of the Bombay Suburban District and in the Registration Sub-District of Bandra in the said District in the map marked K P S R and containing by admeasurement 1562 square yards be the same a little more or less and for greater clearness delineated on the plan hereto annexed and signed by the Collector, Bombay Suburban District (hereinafter referred to as "the said plot of ground").

The conditions of this lease are as follows: —

1. The Lessee shall pay to Government for the said plot of ground on the first day of August every year in advance in one annual payment an annual rent of Rs.1-10- 0, being at the rate of Rs.5/- per acre, the maximum garden rate for warkas or dongari bagait land, together with Rs.0- 1- 7, being the amount of the Local Fund Cess thereon; provided that if during the said term the rate at which such land is assessed is varied under a revision survey settlement or settlements, shall pay such sums as rent and Local Fund Cess thereon as may be leviable under such revised settlement or settlements at the maximum garden rate for warkas or dongari bagait land.
2. The Lessee shall not erect any permanent building upon the said plot of ground and shall at the end of the said term without any objection, without claiming any compensation and without retaining any claim over it, clear and deliver over the said plot of ground to the Collector in the same condition in which he took it.

P.T.O.

3. The Lessee shall use the said plot of ground substantially as bona fide for the purpose of a garden and as an open space only, and during the said term or until the determination of this lease as hereinafter provided, the said plot of ground is not to be considered in any way as part of Non-Agricultural S. No. 210, at present in the occupation of the Lessee and lying to the north of the said plot of ground, but is to be held as a separate survey number and entered as such in the revenue accounts of the Bandra Village.

4. The Collector reserves the right to terminate this lease, after giving the Lessee three months' notice of his intention so to do, if all the land of S.No. 212 including the said plot of ground is transferred to the Bandra Municipality or any other local or public authority for being held by it as a public recreation ground subject to any portion of it however being used for road purposes and on the expiry of such notice the Lessee shall hand over possession of the said plot of ground as though the lease had terminated in accordance with the provisions of condition 2.

5. If at any time during the said term the remaining land of S. No. 212, lying to the South of the said plot of ground, is sold or the occupancy rights thereof are disposed of otherwise than in accordance with the last preceding condition, the Lessee shall be granted the option which shall be exercised within three months of a written notice to that effect to be given by the Collector to take up the said plot of ground on the same terms and conditions and at the same average price per square yard on which the said remaining land is disposed of; provided that if any land from such remaining land is included in a road and no allowance is made therefor in the purchase price of the remaining land, such free surrender of land shall not be considered or calculated to reduce the average price at which the remaining land is sold.

In the event of the Lessee obtaining occupancy rights of the said plot of ground under the terms of this condition, the lease shall be forthwith terminated and the said plot of ground shall be held subject to the then current rates of assessment and to the Bombay Land Revenue Code and the Rules thereunder.

6. The Lessee shall bear, pay and discharge all local and municipal rates, taxes and assessments, duties and charges and any land revenue levied under the second paragraph of section 45 of the said Land Revenue Code which at any time during the said term may be or become due or payable in respect of the said plot of ground or of any building or work built or erected thereon.

7. The right of Government to all mines and mineral products is reserved and Government shall have full liberty of access for the purpose of working and searching for the same with all reasonable conveniences.

8. The Lessee shall permit the officers, servants or agents of Government at all reasonable times to enter upon and inspect any part of the said plot of ground or premises.

9. The Lessee shall not sub-let, assign, mortgage or otherwise encumber the said plot of ground or any portion thereof.

10. The Lessee shall not at any time without the previous permission in writing of the Collector cut any tree on the said plot of ground of a girth exceeding six inches in circumference at a height of two feet above the ground level.

11. Failure to comply with any of the above conditions of the lease or with any provisions of the said Land Revenue Code or of the Rules thereunder shall render this lease liable to cancellation by the Collector, who may thereupon resume the said plot of ground and summarily evict the Lessee without notice or without payment of any compensation whatever.

Provided that the Collector may, in lieu of such resumption and without imposing any further penalty, order the removal within a prescribed period of any building erected contrary to condition 2 of this lease, and on such removal not being carried out within the prescribed period may cause the same to be carried out at the expense of the Lessee, or may resume the said plot of ground and all buildings thereon in the manner authorised by this condition and it shall be in sole, absolute and unfettered discretion of the Collector, subject to the orders of the Governor of Bombay in Council, or the Commissioner, Northern Division, to adopt either one or other of the above remedies as may seem desirable to him under the circumstances.

This lease is executed on behalf of the Secretary of State for India in Council by order of the Governor of Bombay in Council, by and under the hand and seal of the Collector of the Bombay Suburban District, this twentyseventh day of August, one thousand nine hundred and twentyfour A.D.

Sd/- S.M. Bharucha

Sd/- E.W. Perry,

Collector, Bombay Suburban Dist.

Witness:- Sd/- V.R. Tendulkar,
Clerk

In the presence of
Sd/- Sorabji E. Warden J.P.,
Bombay, 27th August 1924.

attested true copy.

Seal of the Collector, B.S.D.

Sd/- Samantprasad
29/11/65



SHRI S. S. DESHPANDE
10, Park Road No. 1
Bombay - 400 019

H 285

No. C/LND.961.
Collector's Office, B.S.D.,
Old Custom House Yard, Fort,
Bombay-1. Date: 29th Oct. 1971.

To

Smt. Grace Martha Lopez & Others,
"Sweet Home", 22 West Avenue,
Santacruz, Bombay-54.

Sub:- N.A. NO. 210-B of Bandra Renewal
of lease in respect of -----

Madam,

No. 31.7.1951.

The period of lease executed in respect of the above plot has expired on 31-12-50. Government in Revenue and Forests Department have ordered that the leases should be renewed on the following terms:

- (a) The lease should be renewed for further period of 50 years with effect from the date of expiry of the lease period as per original lease subject to the payment of 5% per annum on the full market value of the land.
- (b) The new lease agreement should be executed when called upon to do so by this office.
- (c) The revised rent shall be fixed as mentioned in the following scale.

1. From 1-1-51 to 22-3-68.

Ground rent equal to one fourth of the amounts of rent recovered by the landlord lessee from the tenants of the amount of Municipal letting value whichever is higher.

2. For the remaining period of the lease

Rent at 5% per annum on the full market value of land as calculated by the Director of T.P.

The order levying revised rent accordingly is enclosed with a request to pay the dues mentioned therein to the Tahasildar S.S. Andheri within a fortnight from the date of receipt of this letter.

Yours faithfully,

Sd/-

For Additional Collector,
Bombay Suburban District.

O/C signed by
Additional Collector, B.S. Distt.

Copy in duplicate forwarded to the Tahasildar, S.S. Andheri for information and necessary action.

2. Stay order granted by Government stands vacated.

Copy forwarded to the City Survey Officer Bandra for information.

Copy forwarded to the Sub-Divisional Officer, B.S.D. for information.

Copy to D.I.L.R. B.S.D. for information.