

Presented at the Board Subordinate...  
Meeting... between 1.2.1901

Received for...  
75.  
...  
75.  
...  
75.  
...

[lease for building sites at Bandra: form to be used where there has been no breach of the conditions of the original lease.]

H. Jirgens. Esq.  
Bishop of Bombay

FORM 1.

✓ Etqash  
Sub Rep



Total 149  
A. E. ...  
copies issued  
JMB

THIS AGREEMENT made this 3<sup>rd</sup> day of March in the year of our Lord one thousand nine hundred and one between the SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called the Lessor of the one part and The not Rev. H. Jirgens hereinafter called the Lessee of the other part WHEREAS under clause 6 of a certain lease dated the 30<sup>th</sup> day of June 1883 the Lessee is entitled to a new lease for twenty-one (21) years from 1<sup>st</sup> January 1901 in terms of the original lease in respect of certain premises therein comprised and now vested in him: AND WHEREAS in consideration of the Collector of Thana fixing reduced rents and granting a separate lease for fifty (50) years instead of twenty-one (21) years aforesaid in respect of the plot to be hereby demised the Lessee has consented to the substitution of the terms hereinafter contained for those of the original lease:

NOW This agreement witnesses that the Lessor does hereby demise unto the Lessee all that piece or parcel of ground and premises with their appurtenances (hereinafter called the said plot of land) situated at Bandra in the district of Thana containing by admeasurement 2108 square yards be the same a little more or less delineated in the plan marked ————— hereto annexed and therein indicated by the letters ABCD and described and particularly denoted as plot No. 233 in a certain register deposited with the Collector of Thana TO HOLD the said plot of land unto the Lessee for a term of fifty (50) years to commence from 1<sup>st</sup> January 1901 rendering therefor during the said term the yearly rent of eighty eight rupees (Rs. 88) (being at the rate of seven rupees (Rs. 7) per one hundred (100) square yards for 1169 square yards of land which if not already built upon he shall be entitled to build upon and of one-tenth of this rate for the remainder of the said plot of land) payable on the 1st day of January in each year or at the option of the Lessee in composition thereof a lump sum of two thousand rupees (Rs. 2000) payable at once in settlement of the rent for the whole of the said period of 'fifty (50) years.

hundred

2. And the Lessee does hereby covenant with the Lessor that he, the Lessee, during the said term

(a) will pay the yearly rent hereinbefore reserved on or before the said 1st day of January in every year or at his option a lump sum at once in composition thereof as hereinbefore stipulated;

76

(b) and will obey and submit to all rules or orders of Government now existing or hereafter to exist concerning the possession of land belonging to Government in the Mofussil or in the Thana district or at Bandra or concerning the health safety or convenience of the other inhabitants of the district or place ;

\*Omit this sub-clause in cases where there are already such buildings on the land, and further buildings are not required.

[(c) \*and will erect buildings of a substantial and permanent nature in accordance with the site plan hereto annexed on the said plot of land such buildings to be completed within three (3) years of the date of this agreement or within such further period of time (if any) as the Collector in his discretion shall think fit to grant in this behalf ;]

†strike out the upper or lower line according as sub-clause (c) is omitted or retained.

(d) and will keep ~~such buildings~~ the existing buildings as shown in the site plan hereto ~~annexed~~ at all times in a state of good and sufficient repair to the satisfaction of the Collector ;

(e) and will pay on demand to the Collector for demarcating the said plot of land with such land-marks as the Collector may think fit a sum of rupees (Rs. ) and will carefully preserve such land-marks and at his own expense renew or repair the same as often as it shall in the opinion of the Collector be necessary to do so and in case of any neglect so to do after due notice in that behalf shall have been given by the Collector it shall be lawful for the Collector to renew and repair land-marks at the sole expense of the Lessee which expense the Lessee hereby agrees to re-imburse by paying to the Collector such amount as the Collector (whose order shall be final) shall fix in that behalf ;

(f) and will not cut, up-root, remove or destroy any tree or timber exceeding in girth twenty-four (24) inches at three (3) feet from the ground growing on the said plot of land without the permission of the Collector ;

(g) and will not transfer or assign the said plot of land or any part thereof without the consent in writing of the Collector ;

(h) and will not, ~~subject to the proviso next hereinafter contained,~~ at any time have buildings covering or projecting over more than an area of ~~four hundred and twenty-nine (429)~~ *seven hundred and twenty-nine (729)* square yards of the said plot of land, and will not erect any buildings other than those now existing and indicated by a ~~red~~ *red* colour and ~~the letters~~ on the site plan hereto annexed ~~so as to cover or project over any land within a margin~~ ( ) ~~consisting of a strip~~

PROVIDED ALWAYS that if the Lessee shall be desirous of erecting a new building or buildings whether temporary or permanent so as to make the total area under building or projection exceed the area of ( ) square yards specified above he shall





be at liberty to do so at any time after one calendar month of his giving the Collector written notice of his intention subject to the condition that the total area of the land covered by all buildings for the time being on this plot shall not exceed one-third of the area of the said plot of land and that no building shall cover or project over any land within the aforesaid margin, and subject to the further condition that the Lessee shall from the commencement of the year in which such temporary or permanent building is erected or begun to be erected and until the expiry of this lease (in addition to the yearly rent hereinbefore reserved, if not already compounded for) pay in respect of the excess area thus built over annual rent at such rate as may from time to time be determined by Government for similar land built on in the locality.

3. AND IT IS HEREBY FURTHER AGREED that the Collector and his agents surveyors and workmen may at all reasonable times enter upon the said premises in order to inspect the same.

4. AND that in case the said rent or any part thereof or any costs or expenses incurred by the Collector in erecting renewing or repairing such land-marks as aforesaid on the default of the Lessee to do so shall at any time hereafter be in arrear and unpaid for the space of one year after the same shall have become due or have been incurred and shall have been demanded in writing (such writing to be served on the Lessee or his authorized agent, or on the tenant or occupier of the said plot of land, or, in case the Lessee shall have left India, or his place of residence be unknown and the said plot of land be unoccupied, by posting the same on some conspicuous place upon the said premises) or in case the Lessee shall not fulfil and keep all and every of the conditions hereinbefore contained, the Collector shall be at liberty, in the name and on behalf of the Lessor, to put an end to and cancel this agreement and resume the said plot of land, and enter thereon and eject the Lessee or any person claiming under him from the possession of the said plot of land and premises and the Lessor shall thereupon become entitled to and possessed of any house or building which may be standing thereon and the materials thereof, and the Collector shall, in the case of resumption on account of the rent or any part thereof or of any costs or expenses incurred by the Collector as aforesaid being in arrear and unpaid for the space of one year as aforesaid, sell the same either by private contract or public auction as he shall think fit, and shall, out of the proceeds arising from such sale, first pay all expenses attending the taking possession and selling of the same, and secondly retain any amount which may be due for arrears of rent or costs or expenses under this agreement, and lastly pay over the residue of such proceeds (if any) to the Lessee and shall, in the case of resumption on account of the Lessee having neglected or failed to fulfil and keep any of the conditions hereinbefore contained other than such as relate to the payment by him of rent costs and expenses as aforesaid, dispose of the same in accordance with such directions as Government in each particular case shall prescribe.

PROVIDED that in the case of breach of the conditions hereinbefore contained other than such as relate to the payment by the Lessee of the rent costs and expenses as aforesaid, the Collector may in his discretion instead of putting an end to and cancelling this agreement and resuming the said plot of ground impose on the whole of the said plot of land an enhanced assessment not exceeding four



(4) *per centum* on the value of the said plot of land as a building-site (as estimated by the Collector), and thereupon the amount of such enhanced assessment shall be payable by the Lessee in lieu of the rent hereinbefore reserved or paid under this agreement.

5. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED that the Lessee in the case of resumption on account of the rent or any part thereof or any costs or expenses incurred by the Collector as aforesaid being in arrear and unpaid for the space of one year as aforesaid, shall, at any time within one month from the date on which the order for the resumption of the said property is made by the Collector under the powers aforesaid, be entitled on payment of all arrears of rent and costs and expenses incurred, to have such house or building and land restored to him for the remainder of the term for which the same are hereby demised.

6. AND IT IS HEREBY FURTHER AGREED that in case the Lessee shall duly pay the said rent, and perform all and every the conditions aforesaid to the satisfaction of the Collector, the Lessee shall at the expiration of the said term of fifty (50) years be entitled to a renewal of the lease hereby granted, on a rental then to be fixed in reference to the general value of unimproved land similarly situated and not in reference to the special value given to the land hereby demised by improvements effected by the Lessee for such further term and on such conditions as may then be determined by the Collector acting under the orders of the Governor of Bombay in Council.

7. AND IT IS HEREBY FURTHER AGREED that if at any future date the Collector gives the Lessee notice in writing that any portion of the margin specified in sub-clause (h) of clause 2 of this agreement is required by Government for the purpose of a road, the Lessee shall, at the expiration of one month after the receipt of such notice, quietly surrender and hand over possession of such portion to the Collector on behalf of Government in consideration of receiving from Government in exchange and as full compensation therefor a sum equivalent to thirty (30) times the assessment proportionately payable upon the portion so surrendered, namely, an assessment at the rate of *seven* rupees (Rs. 7) per hundred (100) square yards :

PROVIDED that, where the materials of any gate, wall, pavement or other such authorized erection or construction on such portion cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to the Lessee as the Collector may think fit.

8. AND IT IS HEREBY FURTHER AGREED that the word "Collector" in this agreement shall mean the Collector of Thana for the time being and shall include any officer authorized by the said Collector or by Government to act in his behalf or under his orders, and the word "Lessor" shall mean the Lessor, his successors and assigns, and the word "Lessee" shall mean the Lessee and his legal representatives and, subject to the conditions of sub-clause (g) of clause 2 of this agreement but not otherwise, his assignees.

9. IN WITNESS WHEREOF the Collector has by order of the Governor of Bombay in Council set his hand and the seal of his office to one part of this agreement remaining with the Lessee on behalf of the said Secretary of





State for India in Council and the Lessee has set his hand to the other part thereof remaining with the said Secretary of State for India in Council the day and year first hereinabove written.

Signed by the Collector  
in the presence of (Signed)  
Collector of Thana.

Signed by the above-named (Signed)  
H. Jürgens S.J.  
Archbishop of Bombay.

in the presence of  
W. Atthoff S.J.  
D. Funeira  
Solicitor.

The Most Rev. D. H. Jürgens S.J. executing party  
Arch Bishop of Bombay residing at Woodhouse Bridge Bom-  
bay & known to the Sub Registrar admits execution

Jr. Jürgens. S.J.  
Arch Bishop of Bombay

9<sup>th</sup> April 1908

S. G. Gashu  
Sub Registrar

Registered No. 332 at pages 88 to 98 Vol 92 of Book No. 2

15<sup>th</sup> April 1908



S. G. Gashu  
Sub Registrar

To

~~Sir/Sahibzada/Sirajuts.~~

The Archbishop of Bombay

Archbishop's House  
Kane House Lane  
Kल्या

~~W.S.A.C. 233~~  
of Bandra  
Renewal of lease  
in respect of

~~Sir/Madam/Gentlemen,~~

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 30 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 or 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.

Collection order levying revised rent accordingly is enclosed with a request to pay the dues mentioned therein to the Tahsildar S.S. Anandri, within a fortnight from the date of receipt of this letter.

Yours faithfully,

*hs.*  
Additional Collector,  
Bombay Suburban District.

Copy with a copy of the C.O. in duplicate forwarded to the Tahsildar, S.S. Anandri for information and necessary action.

2. Stay order granted by Government stands vacated.

Copy with a copy of C.O. forwarded to the City survey Officer Bandra for information.

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

*hs.*  
Additional Collector,  
Bombay Suburban District.

5 Copies