

Dated the, 3th December, 1931.

Subject:- Lands in Bombay Suburban District  
S.No. 311(Part), Bandra - Lease of -  
at, to Jales Education Society for  
the purpose of playground.

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MEMORANDUM :

The undersigned presents compliments to the Additional Collector, Bombay Suburban District and with reference to the correspondence resting with his letter No.C/Dsk/III/LND/II/A/535, dated the 5th February 1931, on the subject mentioned above, is directed to convey the sanction of Government under Rule 7 in Maharashtra Land Revenue (Disposal of Government Lands) Rule 1971, read with orders contained in Government Resolution, Revenue and Forests Department No. LRF-1077/31105/G-6 dated the 11th January 1973, to the lease of land measuring 1000 sq.mtrs. out of S.No. 311(part) of Bandra, adjoining the land already granted for its school, to the Jales Education Society, Bombay for the purpose of playground. The lease shall be for a period of 15 years from the date of possession of the land in question and lease rent payable for the same shall be Rs. 1,400/- per annum (i.e. 3% of 10% of the market value of the land fixed at the rate of Rs. 550/- per sq.mtr.) The lease shall be subject to the usual terms and conditions.

2. The Additional Collector, Bombay Suburban District should get suitable lease agreement incorporating the usual terms and conditions and such other conditions which he deems fit to impose in this case particularly applicable to the lands in this area, executed from the lessee (Form II appended to the Maharashtra Land Revenue (Disposal of Govt. lands) Rule 1971, may be used as a model for the purpose).

3. This Government Memorandum issues with the concurrence of the Finance Department vide its un-official reference No. 1221/31/EXP-9, dated the 14th August 1931.

By order and in the name of the Governor of Maharashtra.

*S. B. Karkhanis*  
(S. B. Karkhanis)

Assistant Secretary to Government,  
Revenue and Forests Department.

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*2/12*  
✓ To The Additional Collector, Bombay Suburban District, Bombay.

Copy to :-

The Commissioner, Bombay Division, New Bombay.

The Settlement Commissioner & Director of Land Records, M.S.  
Pune.

The Deputy Director of Land Records, M.S., ~~Rajkot~~ Nagpur.

The Accountant General, M.S. I, Bombay.

The Accountant General, M.S. II, Nagpur.

The Finance Department (EXP-9)

The G-3 Desk, R.&F. D.

The G-6 Desk, Select file.

1312



No. C/Desk. III/LND. II. A/536.  
Office of the Additional Collector,  
Bombay Suburban District,  
Old Custom House Yard, Fort,  
Bombay. 400 023.  
Dated :- 23rd December, 1981.

READ :- Govt. in Revenue and Forests Deptt.'s Memorandum  
No. IRF/2678/14247/CR/2067/G.6 dated 8.12.1981.

: O R D E R :

Govt. land admeasuring 1000 Sq. metres out of S.No. 341 pt. Bandra adjoining the land already granted for its school, is hereby granted on lease for a period of 15 years from the date of possession of the land to the Jales Education Society Bombay for the purpose of play ground on payment of lease rent of Rs. 4400/- (Rupees Four thousand four hundred only) per annum (i.e. 8% of 10% of the market value of the land fixed at Rs. 550/- per sq. metre) and subject to the following terms and conditions :-

- 1) The lessee shall pay the lease rent of Rs. 4400/- per annum on the 1st day of August every year in advance and immediately with effect from the taking over possession of the land.
- 2) The lessee shall not use the said plot of land except for the purpose of play ground.
- 3) The lessee shall not erect any structure upon the said plot of land.
- 4) The said plot of land shall be subject to the Municipal Taxation for local purposes which is or may hereafter be imposed and shall also be subject to any assessment, tax, cess or any other dues which may be levied in respect of the said plot of land of the nature contemplated in the second paragraph of section 64 of the Maharashtra Land Revenue Code 1966 or any other law for the time being in force.
- 5) In the event of lessee, the Jales Education Society Bombay ceasing to be recognised by the Educational Department of Govt./Govt. the lease shall be deemed to have terminated.
- 6) The lessee shall permit the Govt. Officers authorised in this behalf by the Collector at all reasonable times to enter upon and inspect any part of the said plot of land.
- 7) The lessee shall not sublet or in any other way encumber the said plot of land or any portion thereof.
- 8) If in the opinion of the Collector, the land is required for the purposes of Govt. or any local authority, the Collector may at any time terminate this lease by giving to the lessee on Calendar month's notice in writing in that behalf.
- 9) In the event of the lease being terminated under any of these conditions, the lessee shall not be entitled to claim any compensation on account of termination of the lease. The lessee shall, if the lease is terminated under condition No. 8, before the expiry of the period of the notice given under that clause and in other cases, within such period as the Collector may fix, remove any structure/s standing on the said plot of land at his own expense and on the expiry of the said period shall deliver possession of the said plot of land to the Collector in the same condition in which it was at the commencement of the lease.



10) the lessee shall at the expiration of the said term deliver quiet and peaceful possession of the said plot of land to the Collector in the same condition in which he took it, unless the lease is renewed for a further term upon such conditions as the Collector thinks fit.

11), Failure to comply with any of the above conditions of the lease or with any provisions of the Maharashtra Land Revenue Code 1966 or of the Rules thereunder shall render this lease liable to cancellation by the Collector who may thereupon resume the said plot of land and summarily evict the lessee without notice or payment of any compensation whatever, or may in lieu of such resumption order the removal within a period of fixed by him, of any structure erected thereon contrary to condition 3 of this lease and on such removal not being carried out at the expense of the lessee and it shall be in the sole discretion of the Collector, subject to the orders of the State Govt. to adopt either one or other of the above remedies as may seem desirable to him, under the Circumstances. It shall also be lawful for the Collector in the case of breach of condition 2 to levy full rent and fine which may extend to forty times the non-agricultural assessment in respect of the land.

12) The right of Govt. to all mines and minerals is reserved and Govt. shall have full liberty of access for the purpose of working and searching for the same with all reasonable convenience.

13) the grantee shall have to obtain the required licences, permission etc. from the G.B.M.C. and other appropriate authorities concerned, if any, before utilising the land.

14) the grantee shall plant on the land granted not less than 10 trees of suitable species per Ha within a period of two years from the date of possession.

15) In addition to the lease rent the lessee shall also pay the channelisation charges at the rate of Rs.150/- per sw.metre to the Bombay Metropolitan Regional Development Authority and the development cost of the land in question that will be intimated by the Executive Engineer, North Bombay Dn. before taking over possession of the land.

16) The lessee shall execute an agreement in the form prescribed by Govt. Whenever called upon to do so.

Sd/-  
Additional Collector,  
Bombay Suburban District

To  
The Secretary,  
Jales Education Society,  
Govt. Colony, Bandra (East),  
Bombay. 400 051.