

Form of short term lease of plots of land in the Industrial Areas in the Bombay Suburban District (vide Rule 43-A)

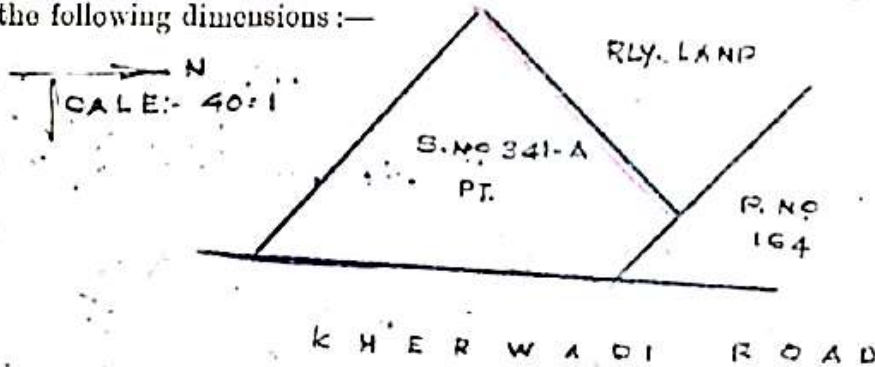
THE GOVERNOR OF BOMBAY

To

This is to certify that *Sr. Manchand Sukharam Bagoria*

inhabitant of *Greater Bombay* (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 (Bom. V of 1879), and the rules thereunder and Subject to the conditions hereinafter specified, been allowed by the Collector of the Bombay Suburban District (hereinafter called "the Collector" which expression shall include the said Collector and any other officer whom the Governor may appoint to exercise the powers of the Collector under this lease) for and on behalf of the Government, to occupy for a period of *one* years commencing from the *ten* day of *October* 1957 (hereinafter called "the said term") a plot of ground situated in the *S.N. 341 Bandra* and containing about *317* square yards, and of the following shape and of about the following dimensions:—

*Handwritten notes:*  
The distance  
to prepare a  
sketch plan.  
By  
4/1/58.  
[Signature]



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. *39-8-12*.
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 same to the Collector in the same condition in which he took it.
3. The said plot of ground shall only be used as a site for a *non-residential use* and for no other purpose.
4. The lessee will bear, pay and discharge all local and Municipal rates, taxes, 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 executed thereon.
5. 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 possible conveniences.



6. 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:

7. The lessee shall not sublet, assign, mortgage or otherwise encumber the said plot of ground or any portion thereof or any buildings thereon.

8. If at any time before the expiration of this lease the said plot of ground or any portion thereof shall be required by Government, the lessee shall surrender the same or such portion thereof free from all encumbrances on Government giving notice in writing of such requirement: and the lessee shall not be entitled to any compensation on this account.

9. Failure to comply with any of the above conditions of this 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 land and summarily evict the lessee without notice or 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 authorized by this condition: and it shall be in the sole, absolute and unfettered discretion of the Collector, subject to the orders of the Governor or the Commissioner, to adopt either the one or the other of the above remedies as may seem desirable to him under the circumstances.

This lease is executed on behalf of the Governor of Bombay, by and under the hand and seal of the Collector of the Bombay Suburban District, this day of one thousand nine hundred and forty-

(Sealed)

*[Handwritten signature]*  
(Signed)



4th Nov 1958

*[Handwritten signature]*  
Asst. Deputy Collector.  
*[Handwritten signature]*  
In the presence of

In the presence of

*[Handwritten signature]*

129 fj

No. DLN/LND/R-457,  
Dated: - 21st Feb. 1961

To  
Shri. Manchand Sukharam Bagoria,  
169, Kherwadi, Khar (East),  
Bombay 52.

Subject: lease in respect of -  
S.No. 341 part-Bandra  
(area 317 sq. nbs)  
- Shri. M.S. Bagoria.

Sr,

The  
Your lease, in respect of 317 sq. nbs; out of  
S.No. 341-part Bandra, will be renewed, for a period of  
one year, from 1-8-1960 to 31-7-1961, subject to the  
conditions mentioned in the lease form 00-1 (which  
you will have to execute soon). You will have to pay  
the rent at Rs. 240/- per annum.

I enclose herewith a collection order bearing  
the rent at Rs. 240/- per annum for a period of one  
year only commencing ~~from~~ from 1-8-1960 to  
31-7-1961. Please pay the rent to the Maulatdar, S.  
Andhari.  
Please call at this office to execute  
the lease. Y.F.

Note  
F.C. of lease  
should be  
prepared  
before issue

dk 13<sup>8</sup> 4/2  
DDE B.S.D.  
JTB  
3/2/61

Copy with CO's (in duplicate) fwd to the Maulatdar,  
Andhari.

He should recover the rent <sup>from</sup> from the  
lessee under intimation to me.

Copy with a copy of the C.O. fwd. to the  
M.S. Bandia.   
dk 13<sup>8</sup> 4/2  
DDE B.S.D.  
3/2/61