

No. LND 2256/62846-AI.

Revenue and Forests Department,
Sachivalaya, Bombay-32.
Dated:- 18th May 1968.

From

The Under Secretary to the Government of Maharashtra,
Revenue and Forests Department.

To:

The Honourable Secretary and Treasurer
The Jamshetji Jeejeebhoy Hospital
Nursing Association.

Subject:- Lands: Bombay Suburban District.
S.No. 14B, Akse
Lease of-

Sir,

With reference to application dated 31st October 1967, on the above subject, I am directed to state that necessary instructions to issue fresh lease for a period of 50 years in favour of the J.J. Hospital Nursing Association are being issued to the Additional Collector, Bombay Suburban District. You may now approach him direct in the matter.

Yours faithfully,

Under Secretary to the Government of Maharashtra,
Revenue and Forests Department.

Mahadik
Put up draft
23-5
832
23-5

BOMBAY SUBURBAN DISTRICT
DATE 22 MAY 1968

Copy forwarded to the Additional Collector, Bombay Suburban District in reference to his letter No.C/LND-SR-II-734, dated — December 1967.

2. Government is pleased to direct that a fresh lease of land measuring 10 Acres and 11 gunthas from S.No. 14B of Akse, should be granted in favour of the J.J. Hospital Nursing Association for a further period of 50 years from the date of the expiry of the previous lease period subject to the usual terms and conditions and also subject to the following additional conditions:-

- 1) that the structures standing on the land which are at present vested in the Treasurer of Charitable Endowment should be divested and vested in the name of J.J. Hospital Nursing Association.

Contd:-

ii) that the land should be leased for a further period of 50 years in the name of the J.J. Hospital Nursing Association, from the date of expiry of the former lease period on payment of nominal rent of Re. 1/- per acre per year.

iii) the lessee shall be allowed to construct Holiday Homes and rent out them provided the lessee pays the rent at 5% of the full market value for the land under the holiday homes.

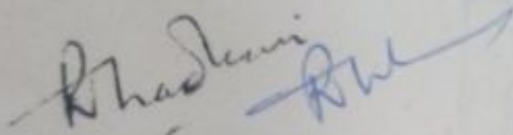
iv) the lessee shall shift the gate and fencing, which fall on the land already resumed by Government and shall be refixed by the lessee at its own cost which will be reimbursed to them as and when approved by the Chief Engineer, Buildings and Communication Department.

v) That the lease shall be executed in the form that will be approved by the Additional Collector, Bombay Suburban District should invest

respect the site for its proper utilisation. Any further construction or improvement should be got approved by Government.

4. The case papers are returned.

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



Under Secretary to the Government of Maharashtra,
Revenue and Forests Department.

Accompaniments-Case papers.

Copy to-

The Commissioner, Bombay Division,

The Director of Public Health,

The Accountant General,

The Finance Department,

The Building and Communications Department.

mbg/12/5/18.

115

THIS INDENTURE made this 7th day of April in the year 1919 between the Secretary of State for India in Council herein called "the Lessor" of the one part and Chairman and Members of the Managing Committee of the Convalescent Home for Indian Children, Bombay hereinafter called the Lessees of the other part.

WITNESSETH that in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained and to be observed and performed by the Lessees the Lessor doth hereby demise unto the lessees for a Convalescent Home and attached out-houses all that piece of land forming part of S.No.14 of Akse, (hereinafter called the said Plot of land) in the Registration Sub-District of Bandra and in Bandra Mahal of the Thana District, containing an aggregate area of 12 acres and 14 $\frac{1}{2}$ gunthas or thereabouts and now formed into a non-agricultural Survey No.14 A of Akse and bounded on the North by the village of Marve, on the West the Arabian Sea, on the South Survey No.1 of Akse and on the East the road and beyond it S.No.14 and 16 of Akse which said plot is shown as surrounded by a red line and is indicated by the letters ABCD in the plan hereto annexed signed by the Salsette Development Officer.

TO HOLD the said plot of land unto the Lessees for a term of fifty (50) years to commence from first August 1917 rendering therefor during the said term the yearly rent of rupees fifteen (Rs. 15/-) payable on the 1st day of January in each year or at the option of the Lessees in composition thereof a lump sum of three hundred and seventy-five rupees (Rs. 375/-) payable within one month from the date to this indenture in settlement of the rent for the whole of the said period of fifty (50) years.

2. AND THE LESSEES do hereby covenant with the Lessor that they, the Lessees 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.

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 Mufussil or in the Thana district or concerning the health safety or convenience of the other inhabitants of the district or place.

c) and will erect buildings of a substantial and permanent nature on the said plot of land such buildings to be completed within three years of the date of this agreement or within such further period of time (if any) as the Collector in his discretion shall fit to grant in this behalf.

d) and will keep such buildings at all times in a state of good and sufficient repair to the satisfaction of the Collector.

e) and will not build any part of the Convalescent Home or any buildings in connection therewith in the plot of land indicated by a yellow colour and the letters BCJI without the permission of the Collector.

f) 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 fifteen rupees (Rs. 15/-) 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

P.T.O.

...st 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 Lessees which expense the Lessees hereby agree to reimburse by paying to the Collector such amount as the Collector (whose order shall be final) shall fix in that behalf.

g) 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 ground growing on the said plot of land without the permission of the Collector.

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

i) and will not, subject to clause 2(c) above and the provisions next hereinafter contained at any time have buildings covering or projecting over more than an area of ten thousand (10,000) sq. yds. of the said plot of land and will not erect any buildings so as to cover or project over any land within a margin consisting of a strip ten feet broad along and inside the perimeter of the said plot of land.

PROVIDED ALWAYS that if the Lessees shall be desirous of erecting a new building or buildings whether temporary or permanent so as to make the total area under building or projections exceed the area of 10,000 sq. yds. specified above they shall be at liberty to do so at any time after one calendar month of their giving the Collector written notice of their intention subject to the conditions 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 the letters BCGI and subject to the further condition that the Lessees 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 plot of land shall be continued for a term of fifty (50) years on condition that neither the said land nor any buildings erected thereupon shall at any time, without the express consent of Government be diverted either temporarily or permanently to any other than the aforesaid purpose and that no change or modification shall be made of the object for which the said Home is founded and that in the event of any such unauthorised diversion, change or modification being made the said land shall thereupon in addition to the assessment to which it becomes liable under section 48 of the Bombay Land Revenue Code 1879 become liable to such fine as may be fixed in this behalf by the Collector under the provision of the section 66 of the Bombay Land Revenue Code 1879 or other corresponding law for the time being in force relating to the recovery of the Land Revenue as if the land having been appropriated to purposes of agriculture only had been unauthorisedly appropriated to any purpose unconnected with agriculture and in any such event as aforesaid it shall be lawful for the Collector on giving 6 months' previous notice in writing to resume and take possession of the land and any buildings erected or works executed thereon free of all claims and encumbrances of any person whatsoever.

121

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 landmarks as aforesaid on the default of the Lessees 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 Lessees or their authorized agent or on the tenant or occupier of the said plot of land and in case the said plot of land be unoccupied, by posting the same on some conspicuous place upon the said premises or in case the Lessees 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 lease and resume the said plot of land, and enter thereon and eject the Lessees or any person claiming under them from the possession of the said plot of land and premises and the Lessor shall thereon 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 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 Lessees and shall, in the case of resumption on account of the Lessees having neglected or failed to fulfil and keep any of the conditions thereinbefore contained other than such as relate to the payment by them 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 Lessees of the rent costs and expenses as aforesaid, the Collector may in this 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 and thereupon the amount of such enhanced assessment shall be payable by the Lessees in lieu of the rent hereinbefore reserved or paid under this indenture.

5. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED that the Lessees 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 arrears 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 cost and expenses incurred, to have such house or building and land restored to him for the remainder of the term for which the same is hereby devised.

6. AND it IS HEREBY FURTHER AGREED that in case the Lessees shall duly pay the said rent, and perform all and every the conditions aforesaid to the satisfaction of the Collector, the Lessees shall at the expiration of the said term of fifty (50) years be entitled to the 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

given to the land hereby demised by improvements effected by the Lessees 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 Lessees notice in writing that any portion of the margin specified in sub-sub-clause (1) of clause of this indenture is required by Government for the purpose of a road, the Lessees 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.

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 Lessees as the Collector may think fit.

8. AND IT IS HEREBY FURTHER AGREED that the word "COLLECTOR" in this indenture 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 order, and the word "Lessor" shall mean the Lessor, his successors and assigns and the word "Lessees" shall mean the Lessees and their legal representatives and, subject to the conditions of the sub-clause (2) of clause 2 of this indenture but not other wise their assigns.

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 indenture remaining with the Lessees on behalf of the said Secretary of State for Indian Council and the Lessees have set their hands to the other part thereof remaining with the said Secretary of State for India in Council the day and year first herein above written.

Signed by the Collector
in the presence of

sl-

Signed by the above named
in the presence of.

sl-
COLLECTOR OF THANA.

Read:-

1. The lease dated 7-4-1919 in respect of Government Land out of S.No. 14 of khas executed by the Chairman of Committee of the L.C. Memorial Fund for Sick Children.
2. The application No. HW/28/59 dated 2-4-1968 from the Hon. Secretary and Treasurer, L.C. Memorial Fund for Sick Children requesting for extension of lease.
3. The Government Revenue and Forests Department letter No. LHD. 2286/22846-41 dated 18-2-1968 addressed to the Hon. Secretary and Treasurer, J.J. Hospital Nursing Association and copy to this office.

ORDER

The land measuring 10 Acres 11 Gunthas out of S.No. 14-B of khas village, Dordwadi Taluqa in B.S.D. as shown in the plan appended hereto is, hereby, granted on lease to the J.J. Hospital Nursing Association, for a period of 50 (Fifty) years, from 1-8-67 for the purpose of convalescent Home, Children's Homes and out houses subject to the following terms and conditions:-

1. that the Association shall pay a nominal rent of Rs. 1/- (one only) per acre per annum on the first day of August every year.
2. that the association shall execute the lease agreement in the form that will be approved by Government, whenever called upon to do so.
3. that the land shall be used for the purpose for which it is granted and for no other purposes.
4. that the Association shall be allowed to construct the Holiday Homes and rent out them, provided it pays to Government rent at 5% of the full market value of the land under the Holiday Homes. The fact of the utilization for the said purpose should etence be reported to Government in three stages i.e. at the time of (i) commencement of work and ii) completion of work.
5. that the permission of the Municipal Corporation of Greater Bombay for construction works shall be obtained by the Association before starting any construction work on the land.
6. that the land shall not be sold, mortgaged, sublet and alienated in any manner so as to create incumbrances, without the prior written permission of Government.
7. that the Association shall shift the gate and fencing, which fall on the land already resumed by Government and shall be refixed by the association at its own cost which will be reimbursed to them as and when approved by the Chief Engineer, Buildings and Communication Department.
8. The Association shall obtain prior approval of the Government for any further construction or improvement on the land.

9. that the association shall surrender to Government any portion of the land, if required for Government purpose including expansion of roads, without claiming any compensation,

10. that the structures standing on the land which are at present vested in the Treasurer of Charitable endowment shall be divested and vested in the name of J.J. Hospital Nursing Association.

Breach of any of the terms and conditions mentioned above and those embodied in the lease agreement shall render the lease liable to cancellation and the land shall be resumed, at the absolute discretion of Government.

Typed ole *MM*

Additional Collector,
Bombay Suburban District.

194

To

The Hon. Secretary and Treasurer,
The Janshetji Jeejeebhoy Hospital,
Nursing Association, Bombay.

2. He is requested to give the consent of the Association to the above terms and conditions and to those embodied in the lease agreement, a copy of which is enclosed after which these orders leasing the land will be effective.

Copy forwarded to the Tahsildar, Borivali, for information and necessary action.

Copy forwarded to the District Inspector of Land Records, B.S.D. for information.

2. Further orders in the matter will be issued in due course.

Copy forwarded to the Sub Divisional Officer, B.S.D. Bombay for information and necessary action.

Typed ole *MM*

Additional Collector,
Bombay Suburban District.

194

No. C/Desk. I/LND/III/OR/355.
Office of the Additional Collector,
Bombay Suburban District,
Old Custom House Yard, Fort,
Bombay-400025.

Dated :-

July 1962.

The Secretary & Treasurer,
The Jambhete Jeejibhai Hospital,
Nursing Association, Shale Building,
1st Floor, 22/23 Bank Street,
Fort, Bombay-400025.

Sub :- Land : Bombay Suburban District.

S. No. 14 B pt. of village Akse
in Bhatt Barivali Taluka.

SIR,

Please refer to your letters dated 16.4.1960 read
with letter dated 30.3.1960, 9.6.1960, 16.6.1960, 4.7.1960,
11.7.1960, 12.7.1960 and 3.10.1960.

On careful consideration of your above replies, I
have come to the conclusion that the breaches of the condi-
tions as mentioned in the paragraph 4 of this office letter
No. even dated 11.4.1960 have been established. I have
therefore decided to resume the land measuring 10 acres
and 11 Gunthas forming part of S. No. 14 B of village Akse to
Govt. which was leased out to the J.J. Hospital Nursing
Association.

You are therefore requested to hand over the posse-
sion of the said land with structures thereon to the
District Inspector of Land Records, B.S.D., Bombay on 12th
July 1962 at 11.00 A.M. If you fail to do so, I will be
compelled to take further action in the matter.

Yours faithfully,

Tde
Additional Collector,
Bombay Suburban District.

P.T.O.

22/7/62

Copy forwarded to the District Inspector of Land Records, Bombay and B.S.D. for necessary action.

2/- He is requested to remain present at the site for taking over the possession from the Association.

Copy forwarded to the Tahsildar Borivali for similar - action.

File

1/2
Additional Collector,
Bombay Suburban District.