



No 1 ND 908  
Dec  
9 1935

Subject: Reclamation lease of land out  
of S. No 263 of Malacca

memo

Refer to memo at the  
page 1 page

With reference to his application  
of 5<sup>th</sup> March 1935 in respect of the  
above, Mr Louis Francis Men is informed  
that the Cdr is pleased to sanction  
the lease of land measuring 40 Acres  
out of S. No 263 of Malacca for reclamation  
purposes. Subject to the terms & conditions  
mentioned in Rule 40 L.R.R. & personally  
explained to Mr Men. Mr Men will have  
to keep open a suitable strip through the  
land under lease as will be decided  
by the D.L.R. who is being instructed  
to demarcate the land & hand  
its possession to Mr Men.

O/C J. 1/12

4/12

inf  
29/11/36

1/12  
to

Coll. B & D

Copy with a sketch showing the  
land of the D.L.R. for information

necessary action

and pass to

... Khajari as well as ...  
 ... by the D.H.R. should be left  
 ... shown on the plan. 3 Copies of the plan  
 which will be  
 of the land, handed over to the lease submitted  
 to this office

OK  
 1/2  
 for (Ch. BBT)  
 29/1/13  
 3/1/13

TRUE COPY

Copy applied on 21/6/2013 ... Words (English) ... 21/10/13  
 Copy ready on 24/7/2013 ... Copying Fee Rs. ... 50/-  
 Copy delivered on 30/7/2013 ... Surching Fee Rs. ...  
 Copied by 2 error ... Paper Fee Rs. ... 21/-  
 Compared by TOA

Total Rs. 521/-



OK  
 Addl. Chitnis  
 Mumbai Suburban District



F O R M S.

FORM G-2 (Rule 40).

RECLAMATION LEASE.

This indenture made the 2nd Malavani  
April 1962 between the Governor of Bombay

(hereinafter called the Lessor) of the one part and Shri Laxmi Francis  
inhabitant of Malavani (hereinafter called the

Lessee) of the other part WITNESSETH that the Lessor doth  
hereby lease unto the Lessee all the Salt Marsh Lands

situate in the village of Malavani in the  
Registration sub-district of Bandra and in the

B. S. D. Borivali Taluka, the Survey Numbers  
Area and Boundaries of which are set forth in Schedule A

hereunder written which said Lands were let in the occupa-  
tion of Shri Laxmi Francis Men and are now in

the occupation of State Govt and are delineat-  
ed in the Plan attached hereto and signed by the Collector

of Bombay Suburban Dist (hereinafter referred to as  
the Collector) TO HOLD the said Lands unto the Lessee for

the term of 999 years from the 9th day of  
December 1936, paying during the said term unto

the Lessor for the said Lands save such portion as may be  
appropriated for Public Roads which portion shall be

exempt<sup>ed</sup> from payment the yearly Rents following that is to  
say for the first ten years of the said term the Rent

of One Pie if demanded and for the next 20 years, viz.

from the 9th day of December 1946 till the  
9th day of December 1966 yearly

sum equal to Four annas per Acre in such Instalments on  
such Dates and to such Person as may be from time to time  
prescribed and designated by the Collector and for such

Period if any as shall intervene between the 9th  
day of December 1936, and the date of the first settle-

ment of Assessment hereinafter provided for the yearly  
sum hereinbefore lastly reserved payable in the manner

hereinbefore mentioned AND from and after the first

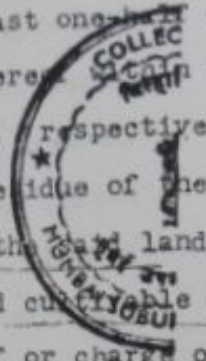
SETTLEMENT OF ASSESSMENT HEREIN

(P.T.O.)



- 8 -

Settlement of Assessment hereinafter provided for such sum of  
land Revenue as under Laws or Rules having the force of Law  
at the time being in force in respect of Lands held under Government  
by ordinary Occupants shall from time to time be found to be  
feasible AND the Lessee hereby covenants and agrees with the Lessor  
in manner following that is to say FIRST that the Lessee shall  
at his own expense and with due diligence completely reclaim the  
lands hereby leased so as to be in a state fit for use for  
agricultural purposes AND shall so reclaim at least one-half of  
the said lands within ten years and the whole thereof within twenty  
years from the 9<sup>th</sup> day of December 1936 respectively  
and shall maintain such Reclamation during the residue of the term  
hereby granted AND SHALL not until the whole of the said lands  
shall have been completely reclaimed and rendered cultivable assign  
or underlet the said lands or any portion thereof or charge or  
receive any Tax or Fee for Cattle grazing upon any portion thereof  
without the previous consent in writing of the Collector. And that  
the lessee shall not at any time partition, bequeath, alienate,  
assign, mortgage, or otherwise charge or encumber or allow to be  
cultivated, used or occupied by any other person, any portion  
of the said land less than the area hereby fixed by the Collector  
as an economic holding in respect of the said lands nor shall any  
such portion of the said land be liable to seizure, sequestration,  
attachment, sale or partition by process of a Court. Provided that  
if any Government Officer duly empowered in this behalf by the  
Government of Bombay shall certify in writing that any portion  
of the said Lands is unreclaimable such portion shall be excluded  
from the operations of the covenants hereinbefore contained.  
Provided further that the lessees shall be at liberty during the  
first ten years to relinquish any portion of the said lands which  
he cannot reclaim and such portion shall thereupon be excluded  
from the operation of the covenants herein contained (R.372-B-  
17th April, 1933), SECOND that the Lessee shall at his own expense  
(a) keep open the several Roads mentioned and described in Schedule  
B hereunder written and delineated in the plan hereunto annexed



Contd.

(b) provide and keep in good order to the satisfaction of the Collector such waterways in and along the lands hereby leased as may from time to time be required by the Collector (c) erect such new 'Boundary-marks' upon the said lands as may from time to time be required by the Collector and maintain and keep in good repair to the satisfaction of the Collector all such new Boundary-marks as well as all those at present existing thereon, ~~THIR~~ THIR that the said Lessee shall pay the rents hereinbefore respectively reserved at the times and in manner hereinbefore provided for payment of the same respectively and that whenever any instalment of the said Rents respectively shall be in arrear, it shall be recoverable from the Lessee as an arrear of Land Revenue under the provisions of the Law for the time being in force in that behalf AND the Lessee shall also pay all Rate, Taxes and other outgoings (if any) which shall at any time during the continuance of this Lease be payable in respect of the said Premises or any part thereof FOURTH that from and after the 9<sup>th</sup> day of December 1966 the Lands hereby leased shall be liable to be from time to time surveyed and assessed to the Land Revenue under the Laws or Rules having the force of Law for the time being in force in respect of Lands held under Government by ordinary occupants and thence forward during the residue of the term hereby granted the Lessee shall hold the said Lands subject to all the provisions of such Laws and Rules and subject also to such of the Covenants and Provisions of this Lease as shall then be capable of continuing effect PROVIDED ALWAYS AND IT IS HEREBY AGREED that if an whenever there shall be a breach by the Lessee of any Covenant, Condition, or Provision herein contained the Lessor may re-enter upon the said lands or upon part thereof in the name of the whole and thereupon this Lease shall determine AND that in case of default shall be made in reclaiming the half or the whole of the Lands within the periods respectively hereinbefore prescribed in that behalf the Lessor may re-enter upon the said Lands and determine this Lease under the power in that behalf hereinbefore contained AND THAT if in

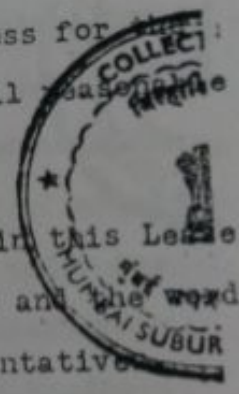


(P. 7)



the opinion of the Collector (whose decision shall be final) the reclamation is not carried on with due diligence during the two years ending on the 9th day of December 1948 the Lessor may on or after the said day re-enter upon the said Lands and determine this Lease under the power in that behalf hereinbefore contained AND that notwithstanding anything hereinbefore contained if at any time any portion of the said Lands ( other than such portion as may be appropriated for Public Roads ) is after being reclaimed used for any purpose unconnected with agriculture such portion shall be liable to such assessment or altered assessment as may be leviable under the Law or Rules having the force of Law for the time being in force in respect of Land which is held for agricultural purposes, and subsequently used for purposes unconnected with agriculture and such assessment or altered assessment shall be leviable notwithstanding that any of the periods hereinbefore specified shall not have elapsed AND that the right of the said Lessor to all Mines and Mineral Products and of full liberty of access for the purpose of working and searching for the same with all reasonable conveniences shall be reserved.

AND IT IS LASTLY AGREED that the word "Lessor" in this Lease shall mean the Lessor and his Successors and Assigns and the word "Lessee" shall mean the Lessee and his Legal Representative



In witness whereof

Esq. Collector of Bombay Suburban District has, hereunto set his hand and affixed his official seal on behalf of the Governor of and the Lessee has hereunto set his hand the day and year first above written.

Schedule A above referred to:

		Surrounding Boundaries.	
S.No. 263	A...G...A. 40 - 22 - 0	North	S.No.263 pt.
	+ 1 - 30 - 0	South Malad Marve Road.	
	<u>42 - 15 - 0</u>	East	S.No.263 pt.
		West	S.No.263 pt.

Contd..

Schedule B above referred to:

Signed by the above named  
in the presence of  
Shinde  
A. B. Bhagat

L. H. T. I of Shinde  
Francis  
(Seal of the )  
(Collector )

Signed before me  
Atul Kumar  
22-4-13-2. 2-4-62

Signed by the above named  
in the presence of  
Shinde  
Kumar

Samrat  
Additional Collector,  
Bombay Suburban Dist.



TRUE COPY

English) .....  
Per Rs .....  
.....  
.....

Total Rs - [Redacted]

TRUE COPY

Copy applied on 21/6/2013 Words (English) 5 page  
Copy ready on 26/2/2013 Copying Fee Rs. 125/-  
Copy delivered on 30/7/2013 Burching Fee Rs. ....  
Copied by 2007 Paper Fee Rs. 5/-  
Compared by Palkar

Total Rs. = 130/-

RAM  
Addl Chitnis  
Mumbai Suburban District

