

4th March, 1980.

Subject:- Lands - B.S.D.
Plot No.31, Sr.No. 14 Cherbur
Lease of - to Stree Sewa Sahakar Sangh Ltd.

MEMORANDUM:

The undersigned presents compliments to the Additional Collector Bombay Suburban District and with reference to his letter No.C/Desk-VI-IND-1-B-506, dated 7.8.1979 is directed to state that under Government Memorandum, Revenue and Forests Department No.ICS-2679/3559-CR-142-G4, dated 3-3-1980 orders have been issued for resumption of plot No. 31 (measuring 1027 sq. meters) out of the layout of S.No. 14 of Cherbur, Bombay Suburban District from Boudh Vikas Co-operative Housing Society for breach of condition of grant thereof. The Additional Collector Bombay Suburban District has been directed to resume possession of the said plot. It has been ~~known~~ decided that as soon as possession of the said plot No. 31 is taken over by the Additional Collector Bombay Suburban District it should be leased to Stree Sewa Sahakar Sangh Ltd. for construction of its building.

2. The lease should be subject to the following terms and conditions:-

- a) The Stree Sewa Sahakar Sangh Ltd. (hereinafter referred to as "the lessee") shall pay to Government lease rent @ 8% of the full market value of land; the market value of land being fixed at Rs.60/- per square meter, under Rule 32 of the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971;
- b) The lessee shall pay the rent in advance in one annual payment in each year;
- c) The lease shall be for a period of 30 years from the date of possession of land, and Government shall have a right to renew the lease period on such terms and conditions, including the amount of lease rent, as may be decided in due course;
- d) The lessee shall utilise the land only for construction of its building for providing gainful employment to member ladies and shall also accommodate Sugrahini Audyogic Sahakari Society Ltd. in the building to be constructed by it, on such terms and conditions as may be mutually decided by them;
- e) The lessee shall start construction of its building within a period of one year from the date of possession of land and shall complete construction of the building within a total period of 2 years from the date of possession of land;
- f) The lessee shall construct the multistoried building and shall utilise the full F.S.I. develop the land and provide the necessary amenities, like drains, roads etc. at its cost and in accordance with the building rules of the Municipal Corporation;
- g) The lessee shall not subdivide the land or any part thereof nor shall it sublet, transfer, assign or in any way alienate the land or any part thereof or its interests therein without prior permission of the Government and Government may if it so considers fit while granting

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permission, impose such conditions including payment of premium as it considers appropriate;

The lessee shall pay municipal taxes, or any such local taxes directly in respect of said land;

- 1) The lease is subject to the reservation of the right of Government to all mines and mineral products and quarries in the land and Government shall have full liberty of access for the purposes of working quarries and searching for the same with all reasonable convenience as provided by the Maharashtra Land Revenue Code, 1966;
- 2) If the land or any portion thereof is required in future by Government for any public purpose, the lease of land or any such portion thereof will be terminated and the land or any such portion thereof will resumed by Government on payment of cost of the building or structure, if any, standing thereon. The lessee shall accept as final, the decision of Government as to whether the land or any portion thereof is required for a public purpose and as to the cost of building or structure, if any determined by the Executive Engineer, Public Works and Housing Division;
- 3) The lessee and any person occupying the land shall be liable to be evicted and land or any part thereof together with building standing thereon, if any, resumed to Government without payment of any compensation in case there is breach of any of the conditions of lease and failure on the part of the lessee to remedy the said breach within six months from the date of issue of notice by the Additional Collector communicating the said breach;
- 4) The lease is subject to further condition of planting of trees on the land in accordance with Rule 51 of the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971.
- 5) The lessee shall execute an agreement embodying and agreeing the the above terms and conditions in addition to such other terms and conditions necessary by the Collector.

3. The Additional Collector Bombay Suburban District should now first take possession of land from Boudh Vikas Co-operative Housing Society, get the agreement executed from the Stree Sewa Sahakar Sangh Ltd. agreeing to the above terms and conditions and should issue necessary orders thereafter in the matter.

This memorandum is issued within the powers delegated to this Department (vide Government Memorandum Finance Department No. 1577/168/77-EXP-9 dt. 20.7.77)

OFFICE OF THE
COLLECTOR
BOMBAY SUBURBAN DISTRICT
14 APR 1977

By order and in the name of Governor of Maharashtra,

A.V. Ambedkar
(A.V. Ambedkar)

Section Officer, Revenue and Forests Department.

The Additional Collector, Bombay Suburban District,

Copy forwarded to:- The Commissioner Bombay Division, New Bombay,

ii) The Assistant Director of Town Planning Bombay City Survey and Land Records, Bombay)

iii) The District Deputy Registrar of Co-operative Societies Bombay,

iv) The Accountant General Maharashtra State I/II, Bombay/Nagpur.

v) The Pay & Accounts Officer, Bombay,

vi) The Resident Audit Officer Bombay,

vii) The Finance Department (EXP-9)

viii) The G-6 Desk of the Revenue and Forests Department.

ix) The Select file G4 Desk, Revenue and Forests Department.

OFFICE OF THE
Additional Collector,
Bombay Suburban District,
Old Custom House Yard, Fort,
Bombay - 400 023.

Date:25-3-1980.

- Read: 1) Govt. in Revenue & Forests Department's memorandum No.LCS/2679/3230-CR-IB-G-4 dated : 4-3-1980.
- 2) This office letter No.C/Desk/VI/LND/IB-506 dt.7-8-1979.

: O R D E R :

Govt. land admeasuring 1027 sq.meters out of S.No. 14pt, plot No.31 of Chenbur Bombay Suburban District is granted to stree sewa sahakari sangh Ltd., for construction of its buildings, on lease for a period of 30 years. The sangh shall pay the lease rent of Rs.5192 =50 in advance in one annual payment in each year.

2/- The lease is subject to the following term and condition.

a) The stree sewa Sahakar sangh Ltd (herein after referred to as the lessee) shall pay to Government lease rent @ 8% of the full market value of land the market value of land being fixed at Rs.60/- per square meter under Rule 32 of the M.L.R. (Disposal of Govt. Lands) Rules, 1971 & it works out to 5192=50 per year which is mentioned above

b) The lessee shall pay the rent of Rs.5192=50 in advance in one annual payment in each year.

c) The lease shall be also a period of 30 years draw the date of possession of land and Govt. shall have a right to renew the lease period on such terms and conditions including the amount of leases rent, as may be decided in due course,

d) The lessee shall utilise the land only for construction of its buildings for providing gainful employment to member ladies and shall also accommodate Sagrahim Audyogic Sahakari Society Ltd. in the building to be constructed by it, on such terms and conditions as may be mutually decided by them.

- e) The lessee shall start construction of its building within a period of one year from the date of possession of land and shall complete construction of the building within a total period of 2 years from the date of possession of land.
- f) The lessee shall construct the multistroreyed building and shall utilise the full F.S.I. develop the land and provide the necessary amenities, like drains, roads etc. at its cost and in accordance with the building rules of the Municipal corporation.
- g) The lessee shall not subdivide the land or any part thereof nor shall it sublet transfer, assign or in any way alienate the land or any part thereof or its interests therein without prior permission of the Govt. and government if it so considers fit while granting permission, impose such conditions including payment of provisions as it consider appropriate.
- h) The lessee shall pay municipal rates or any such local rates directly in respect of said land.
- i) The lease is subject to the reservation of the right of Government to all miner and mineral products and quarries in the land and Govt. shall have full liberty of access for the purposes of working quarries and searching for the same with all reasonable convenience as provided by the M.L.R.Code 1966.
- j) If the land or any portion thereof is required in future by Govt. of any public purpose the lease of land or any such portion thereof will be terminated and the land or any such portion thereof will resumed by Govt. on payment of cost of the building or structure, if any, standing thereon. The lessee shall accept as final the decision of Govt. as to whether the land or any portion thereof is required for a public purpose and as to the cost of building or structure, if any determined by the Executive Engineer, Public works and Housing Division.
- k) The lessee and any person occupying the land shall be liable to be evicted and land or any part thereof together with building standing therein, if any resumed to Govt. without payment of any compensation in case there is

breach of any of the conditions of lease and failure on the part of the lessee to remedy the said breach within six months from the date of issue of notice by the Additional Collector Communicating the said breach.

l) The lease is subject to further condition of planning of trees on the land in accordance with Rule 51 of the M.L.R.(Disposal of Govt.Lands)Rules 1971. If the lessee should plant trees in the scale of 1 tree per 100 sq .metre of suitable spaces and maintain these throughout .

m) The lessee shall execute an agreement embodying and agreeing the above terms and conditions in addition to such other terms and conditions necessary by the collects.

n) The lessee shall also abide by all the provision of the M.L.R. Code 1966 and Rules made thereunder.

Additional Collector,
Bombay Suburban District.