

Lands : Bombay Suburban District.
Ghatkopar.
Leasing of -st, to the Military
authorities, for purposes of rifle range.

Government of Bombay.
Revenue Department.
Resolution, No. LFD. 2257/71648-B,
Sachivalaya, Bombay, 1st July 1959.

Letter No. 50039-Q.3(P), dated 4th November 1957, of the Assistant
Adjutant and Quarter Master General, Head Quarter, Bombay Area,
Colaba, S.

"Reference your letter, No. FAP1057/131269-F, dated 8th October
1957 and Discussion Lieut Colonel ZORA SINGH Assistant Adjutant
and Quartermaster General this Headquarters/Shri P. J. CHIRMULGUND
Joint Secretary to Revenue Department, Government of BOMBAY on
15th October 1957.

1. I refer to the above conversation where in you had mentioned
that while it was not possible to agree to a long term free firing
rights of the area declared as 'Danger Zone' the Government of
BOMBAY might be able to consider the lease of 'Danger Zone' at
nominal rate for a period of 25 years or so.
2. I communicated your views to Army Headquarters who have direct-
-ed this Headquarters to approach you to obtain the lease of the
land initially for a period of 25 years with the provision that it
may be extended for a further period on review.
3. I shall be grateful therefore if the land could be leased
for 25 years at a nominal rate and an indication of the financial
effect be given in order that I may obtain the approval of the Army
Headquarters to finalise the case. I request that this is given
priority and a reply sent by 15th November 1957.
4. I take this opportunity to point out that the range in
question is not for field firing as mentioned in your letter
but is required for small arms."

Collector, Bombay Suburban District's letter, No. CHB.
LNDA. 2996, dated 19th May 1958.

"Reference Government Memo. No. LRS. 1054/117922-H,
dated 7th April 1958, the area hatched red in the enclosed plan
admeasures about 200 acres and the lands are from the villages
detailed below

COLLECTOR BOMBAY
DISTRICT
DATE 18 JUL 1959

S.No.	Part of the village.	S.No.	Area.			
			Ac.	Gths.	As.	
1.	Chandavali.	-	119	0	4) Private.
2.	Ghatkopar.	-	2	2	8	
3.	-do-	18	2	23	0	
4.	Kirol.	132	24	13	8	
5.	Ghatkopar.	136	52	0	12	

Out of the above lands the lands at S.No.1,2, 3 are private. The village Chandavli is unsurveyed and there is no Record of Rights for this village. This village is ex-Khoti and the Khot has obtained an injunction from the High Court restraining Government from the implementation of the provisions of the S.E. (L.P.E.A.) Act, 1951. The lands at S.Nos. 1,2, 3 being private lands will have to be acquired. I am, therefore, asking the Extra Additional Special Land Acquisition Officer, Bombay and Bombay Suburban District to start acquisition proceedings in respect of these private lands and also request Government to ask the Military Authorities to send to him the formal proposals for acquisition.

As regards land at S.No.4 the same belongs to the ~~xx~~ Water Works Department, Greater Bombay Municipal Corporation and as Record of Rights has ~~xx~~ not been introduced in the village the S.Nos. cannot be given. I have asked the Greater Bombay Municipal Corporation to let me know very early whether that body has any objections to the lease of this land to the Military authorities for rifle range. The reply is still awaited.

As regards lands at S.No. 5 the same are Government lands and there is no objection to lease the land to the Military Authorities for a rifle range for 30 years on a nominal rent of Rs. 100/- (Rupees one hundred only) p.a. on the condition that this land should be used for the purpose it is leased and for no other purpose and such other conditions as Government may deem proper. This Government land is shown in the Record of Rights as Protected Forest and the Divisional Forest Officer, Thana has no objection to the lease of the land for rifle range to the Military Authorities if the injaili growth does not hinder the object of the Military Authorities. This land is ~~xx~~ by the Assistant Consulting Surveyor to Government under his.....

to the letter, No. Val/BSD/Ghatkopar/2782, dated 25th January 1958
(attached) at Rs. 2/- per square yard.

Received
The appointments/Recd under Government endorsement,
No. LFD.2257/66074-1, dated 16th April 1958 are returned
herewith."

Government Demi-official letter, No: LFD.2257/5639-B,
dated 16th February 1958.

"Please refer to your letter, No.50039Q3(P),
dated 14th February 1958.

The case was held up as the Military authorities
asked for the grant of this land on nominal rent of Re.1/- per
annum. I regret it will not be possible to grant the land on
this condition. Orders are however being issued granting
land to the Military authorities on payment of rent at 5%
of the market value as is the usual practice.

"With kind regards."

Read: 1) Government Resolution, Revenue Department, No.
4666/33, dated 17th October 1939.

11) Government Resolution, Revenue Department, No.
5723/51, dated 1st October 1954.

RESOLUTION: Government is pleased to direct that the land
admeasuring 52 acres and 12 annas out of Survey No. 136 of
Ghatkopar, should be leased out, for a period of 5 years in
the first instance, on payment of proper annual rent @5%
of the full market value of the land, to the Government of
India, Ministry of Defence, in the name of the General Officer
Commanding, Head Quarters, Bombay Area, Colaba, Bombay, S,
for purposes of establishing a rifle range thereon, on the
following conditions :-

(1) that the land should be used only for the purpose
for which it is leased out;

(11) that the Military Authorities will pay for any
damage that may be caused to the trees, etc. and to the area
of the land;

- (iii) that the Military Authorities will not construct any structure on the land whether temporary or permanent without the prior permission of Government;
- (iv) that the lease shall be terminable by giving one calendar month's notice to the lessee, in case the land is required by Government;
- (v) that, when the land is resumed to Government the Military Authorities shall not claim any compensation for the development of the land etc. or for the structures constructed thereon, if any;
- (vi) that the lease shall be liable to be terminated for breach of any of the conditions as mentioned above.

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

H.K. OZA,
Under Secretary to Government.

G.R.R.D. No. LFD.2257/71648-B, dated the 13th July 1959.

To

The Commissioner of Bombay Division,
The Collector, Bombay Suburban District,
The Settlement Commissioner and Director of Land Records,
The Accountant General (through the Finance Department),
The Agriculture and Forests Department,
The Finance Department.

No. of 1959.

Copy forwarded for information and guidance to :-

NO: CHB/LNDA-8921

Additional Collectors Office,
Bombay Suburban District
Old custom House Yard, Fort,
Bombay - 23.

Dated: 19-9-1959.

Read: 1) Government Revenue Departments No. LFD2257/
71648-B. dt. 13-7-1959.

ii) Casepapers in this office file No, LNDB921.

O R D E R

The land admeasuring A-52, G-0, As-12 out of S.No. 136 of Ghatkepar is hereby leased out, for a period of 5 years in the first instance on payment of the proper annual rent @ 5% of full market value of the land, to the Government of India, Ministry of Defence, in the name of the General Officer, Commanding, Head Quarters, Bombay Area, Colaba, Bombay-5, for purpose of establishing a rifle range thereon on the following conditions:-

1) that the land should be used only for the purpose for which it is leased out,

2) that the Military authorities will pay for any damage that may be caused to the trees, etc. and to the area of the land.

3) that the Military Authorities will not instructure any structure on the land whether temporary or permanent without the prior permission of Government.

4) that the lease shall be terminable by giving one calendar months notice to the lessee, in case the land is required by Government.

5) that, when the land is resumed to Govt. the Military Authorities shall not claim any compensation for the development of the land etc. or for the structures constructed thereon, if any;

6) that the lessee shall be liable to be terminated for breach of any constitutions as mentioned above.

7) An agreement shall be executed.

Sd/-

Additional Collector,
Bombay Suburban District.