

विषय:- जमीन-मुंबई उपनगर जिल्हा

भूमापन क्र. १४१८ मुंबई
देवदूज चॅरीटेबल ट्रस्टला भेज चिडीत्तातपाताठी
भाडेपट्ट्याने देणेबाबत.

ह्यापत्र:-

उपर जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांना, त्याचि पत्र क्रमांक ती. कार्यात्म-१/जमीन-१ अ/६४३/८७, दिनांक २२ मार्च १९८८ ला अनुसंधान विज्ञापितदूर्यंत माा अते. कडविण्याचा आदेश आढे की, मोजे मुंबई, मुंबई उपनगर जिल्हा येथील भूमापन क्र. १४१८ मधील ३०५ चौ. मी. [तीनगो पाच चौ. मी.] जमीन देवदूज चॅरीटेबल ट्रस्टला भेज चिडीत्तातपाताठी [Eye Hospital] प्रती चौकत मीटरला रु १३५०/- [रु रुक हजार तीनगो ५४ पन्नात मात्र] प्रमाणे होणा-या जमिनीच्या तात्पुरत्या किंमतीच्या ८ टक्के दराने तात्पुरता भाडेपट्टा आकारून, ३० वर्षांच्या भाडेपट्ट्याने, नेहमीच्या अटी व शर्तीवर तसेच उपर जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांना योग्य वाटतील अशा इतर अटी व शर्तीवर आणि चाली नमुद केलेल्या विशिष्ट अटीवर देण्यात जातनाने मंजूरी दिली आहे :-

विशिष्ट अट :-

१] भाडेपट्ट्याच्या दरामध्ये दर १० वर्षांनी सुधारणा करण्यात यावी. तसेच भाडेपट्ट्याच्या दरामध्ये भविष्यात जातनाने वाढ केल्यात, वाढीव दरानुसार भाडेपट्ट्याची रक्कम भरण्यात तयार असल्या बाबतचे लेखी हमीपत्र भाडेधारकाकडून घेण्यात यावे.

२. तदर ५ जमिनीची अंतिम किंमत, महाप्येड संघालक, नगररचना, पुणे पधिकडून त्परित निश्चित करून घेवून ती जातनाच्या मंजूरीसाठी पाठवावी. भाडेपट्ट्याची तात्पुरती रक्कम आणि अंतिम मुल्यांकनाकसार होणारी भाडेपट्ट्याची अंतिम रक्कम पातील फरकाची रक्कम प्रचलित व्याजाच्या दराने तंत्येकडून वसूल करण्यात यावी. तसेच फरकाची रक्कम प्रचलित व्याजातह भरण्यात x तयार असल्याबाबत तदर तंत्येकडून हमीपत्र प्रजनाधीन जमिनीचा तादा देणेदुर्वी घेण्यात यावे.

13915

मंत्रालय, मुंबई
१४.९.१९८८

(Handwritten signatures and marks)

३. हे आदेश वित्त विभागाच्या सहमतीने, त्या विभागाचे अनौपचारिक संदर्भ क्र. ~~१४५~~ १४५ तीआर ६५०/व्यय-२, दिनांक १/६/१९८८ ला अनुसृत निर्गमित करण्यात आले आहेत.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नांवाने,

रा. वा. आडिवरेकर

[रा. वा. आडिवरेकर]
कार्यात्मक अधिकारी,
महसूल व वन विभाग.

प्रति,

अपर जिल्हाधिकारी मुंबई उपनगर जिल्हा [कागदपत्रात-१ तैयिती]
प्रतिलिपी माहिती व अक्षरक त्या कार्यावाहीसाठी अर्पित.

आपुस्त कोठण विभाग, नवी मुंबई [त्याच पत्र क्र. आरबी-डेस्क
-२/स्लस्नडी [१] ३१९१, दिनांक १२/४/१९८८ ला अनुसृत]

संचालक, नगर रचना व मूल्य निर्धारण विभाग, पुणे.

सहाय्यक संचालक, नगर रचना, मुंबई उपनगर जिल्हा.

महालेखापाल महाराष्ट्र राज्य, २ नागपूर

वित्त विभाग इस्वतयी-९

ग-६ कार्यात्मक, महसूल व वन विभाग.

निवड नवती ग-९ कार्यात्मक.

(245)

NO:C/39/2A/B-0015
Office of the Additional Collector,
Bombay Suburban District,
Old Custom House Yard, Fort,
Bombay - 400 023.

Dated: 23-7-1990.

- R e a d s 1. Govt. Memorandum Revenue & Forest Department
No. Land-2688/199338/(2016)/G-9, dt.14-9-1988.
2. This office letter No.C/Desk-II/LND-IA/CR-121
dated 4-10-1988.

O R D E R:

Govt. land admeasuring 305 Sq.Mtrs (Three hundred five Sq.Mtrs.) out of C.T.S. No.1418(pt) Village-Mulund, Taluka-Kurla is granted on 30 years Lease Basis to Devkunj Charitable Trust for Construction of 'Eye Hospital' on payment of Provisional Lease rent at the rate of ~~Rs.~~ 8% of the provisional Market value of Rs.1350 per Sq.Mtrs on certain terms and conditions appended to this order and also on the following Special Terms and Conditions.

- A) The Lease rent will be revised on expiry of every ten years period.
- B) The lessee should pay the differential amount of final lease rent and provisional lease rent together with interest thereon at the prevailing rates.

The lessee has paid the provisional lease rent of Rs.33713/- at the rate of 8% of the provisional market value of Rs.1350/- per Sq.Mtrs. The lessee has also furnished the necessary Bond agreeing to abide by the above terms and conditions on Stamp Paper of Rs.5/- on 16-10-1989.

U/C signed by
Additional Collector, B. S. Dist.

sd/ wvy
for Additional Collector,
Bombay Suburban District.

To.
Devkunj Charitable Trust,
Trustee Sh Dr. Shantilal D Shah
Rajkunj 24-D, Model Town,
Balrajeshwar Road,
Mulund (W),
Bombay-400 080.

Copy forwarded to City Survey Officer No.1 Topiwala College Building Mulund (W) Bombay-400 080.

2/- He is requested to Hand over the possession of the land in question to the Institution and submit compliance report along with possession receipt and plan.

Copy forwarded to Tahsildar Kurla , Topiwala College Building Mulund (W), Bombay-400 080.

2/- He is requested to direct concerned C.O./C.I to remain present on the site at the time of handing over possession.

O/G signed by
Additional Collector, B. S. Dist.

23/10/00
For Additional Collector,
Bombay Suburban District.

dc
31/10/00
31/10/00

23/10/00

Term and Condition

1) The land will be leased for a period of 30 years on a lease rent of Rupees 33,713/- (Rupees Thirteen Thousand seven hundred seventeen) per annum provided that if the land is reclaimed and/or developed, cost of such reclamation/development shall be payable by the grantee.

2) In the Out Patients Department, the fees and rates to be charged shall be in accordance with the rates/fees charges at Government hospitals in the Municipal Corporation area.

3) No patient either in Out Patients Department or as an indoor patient shall be charged any fees if his monthly income does not exceed Rs. 100/- or such amount as may be specifically indicated by Government in the Public Health Department from time to time.

4) The Hospital shall be run as a Charitable Institution and not for profit.

5) The Hospital shall be open to the public without any discrimination on ground of religion, caste, creed, race, sex, place of birth, domicile, language or otherwise.

6) The plans of the building shall be got approved from the Architect to Government and the Municipal Corporation concerned.

7) The land shall be used for construction of hospital only and for no other purpose whatsoever, provided, however, residential quarters for the Doctors and the Nursing and other hospital staff as may be essential, on the premises may be provided with the approval of Government in the Public Health Department.

8) Government will be entitled to inspect the work of the hospital and to issue to the lessee such directions as the Government may think proper for the better and efficient running and management of the hospital including the maximum fees to be charged. In fixing, the fees the need to ensure that the working of the hospital is not adversely affected will be kept in view.

9) The lease document will be prepared by the Solicitor to Government, Law and Judiciary Department, at the entire cost of the lessee, including stamp duty and Registration charges. The lessee will have to pay a sum of Rs. 1700/- (Rupees one thousand seven hundred only) towards the cost of preparation of the lease document.

10) The Hospital building shall be completed and working commenced within a period of three years from the date of possession.

11) Government will be entitled to nominate three persons on the Managing Committee of Hospital and these nominees shall have the same rights, powers, privileges and immunities as the other members of the organisation/Trust running the Hospital, except the right to vote at any election.

12) The lessee shall not assign or part with possession of the leased premises or any part thereof or transfer the lessee's interest therein without the previous consent in writing of the lesser. The lesser will be at liberty to refuse such consent or grant it subject to such conditions including a condition requiring payment of premium as the lesser may in his absolute discretion think fit.

13) The building/s plans and specifications will be submitted to the Architect to Government, Public Works and Housing Department within six months from the date of possession of land after getting them approved from the Municipal Corporation concerned. No construction will be commenced unless the plans have been approved by the Architect to Government. No addition and alterations to the building/s of which have been approved will at any time be made except with the similar previous approval of the Architect to Government and the Municipal Corporation concerned.

14) The building /s on the land will be completed within a period of three years from the date of possession of the land. If the building/s is /are not completed and completion Certificate from the Executive Engineer, Nath Bombay Division, Public Works and Housing Department, Bombay so far as land situated in the Bombay City is concerned and from the Collector concerned so far as the other areas are concerned is not obtained within the above period of 3 years Government may refuse, any extension of the building completion period. Government may, however, grant such extension on such terms and conditions including a condition requiring payment of premium as Government may in its absolute discretion think fit.

15) The lessee shall within a period of two years from the date of possession, plant on the leased land not less than one tree per 100 sq. meters and of suitable species and maintain them throughout the lease period.

16) The right to all mines and minerals products and quarries and of 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, 1956, shall be reserved to Government.

17) The lessee should deposit with the Collector, standing deposit of Rs. 33,713 (Thirty three thousand seven hundred, thirteen only) which will be retained by the Government throughout the term of the lease. Out of this standing deposit such portion as Government may finally determine, will be liable to be forfeited by the Collector, if there is any breach of the lease conditions. In case of such forfeiture the lessee will reinstatement the deposit to the extent of the amount forfeited within 15 days of their being called upon to do so. This right of forfeiture will be in addition to and with prejudice to Government rights and remedies against lessee under the lease.

18) The other terms and conditions of the lease shall generally be as are applicable to lands in Bombay City, so far as land in Bombay City is concerned and so far as other areas are concerned the same would be as are required to be imposed under the Maharashtra Land Revenue Code and Rules made thereunder.

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19) Out of the total available operational beds in Hospital, 30% should be free, 30% should be on 'No Profit No Loss' basis and the remaining 40% should be on payment of fees to be fixed with the approval of Government in the Public Health Department.

20) The land will be liable to be resumed by Government without payment of any compensation for breach of any of the conditions. However, if Government considers that any particular breach/ breaches is /are such a nature that if/ they can be condoned either by resuming any part of the land and/or by imposing any premium/fine, Government will be at liberty to do so, in its absolute discretion.

O/C signed by
Additional Collector, B. S. Dist

Q. Dalvi 23/7/90
FOR ADDITIONAL COLLECTOR
Bombay Suburban Dist.