

2nd phase agreement -

Exhibit A.

THE SCHEDULE TWO ABOVE REFERRED TO :

AGREEMENT FORM III-1  
(Vide Rule 48)

To

The Collector of Bombay Suburban District, Bombay.

I, President, Kala-Nagar Co-operative Housing Society Ltd., Bombay 51, agree on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in the Schedule appended hereto (hereinafter referred to as 'the said land') on the conditions stated below, and I pray that my name be entered in the land records as occupant of the said land:

CONDITIONS

I will pay the land revenue from time to time lawfully due in respect of the said land to wit, as assessment, the sum (as may be fixed by Government) (being at the rate that may be fixed or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period (as may be fixed by Government) years thereafter I will pay such assessment for such further periods as may from time to time be fixed by lawful authority.

2. USE:- I will use the said land only for building purpose and the structures on the land will be used for housing purposes only. I will duly comply with the conditions contained in the second schedule hereto.

3. Reservation of Margins: If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land as may be required by Government / GEMC is required by Government for

the purposes of a road, I will, at the expiration of one month after the receipt of such notice, quitely surrender and hand over possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation therefor a -

sum as may be fixed by Government/GESC in proportion to the assessment payable upon the strip so surrendered.

Provided, that, where the materials of any gate, wall payment of other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.

4. Liability of rates: I will pay all taxes rates and cesses leviable in respect of the said land.

5. Tenure: I, my heirs, executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of Government.

6. Code provisions applicable: The provisions of the Bombay Law Revenue Code and all rules and regulations and orders for the time being in force thereunder shall apply to my occupation of the said land so far as the same may be applicable and not inconsistent with the conditions of this agreement.

7. Penalty Clause :- If I contravene any of the foregoing conditions, I shall be liable to such penalties (i.e. eviction fine etc.) as the Collector may impose under the provisions of the Land Revenue Code 1879 and Rules thereunder.

( N A P )

length North to South	Breadth East to West	Total Super ficial area	Boundaries				Remarks.
			North	South	East	West	
373'-0"	405'-0"	16,100 Sq.Yds.	30'-0"	100'	Land for Kala Nagar Art Gallery.	Land 13,900 Sq.Yds. for Kala Nagar Co-op- erative Housing Society Ltd. 1st Phase of construc- tional.	Wide Recolut of Revenue Department of Maharashtra No. LCS 2269/ 65473-3 of 15th May 1961 and MR-1 for San issued to Lr Nagar Co- operative Housing Society Ltd. (1st Phase) on 20-6-61.

As shown in the accompanying Plan marked red.

SCHEDULE II

1. The applicant shall build on the plot in accordance with the building bye-laws framed by the Municipal Corporation.
2. The grant shall be subject to the following Special conditions:-
  - (a) That on the said land buildings of a substantial and permanent character shall be built within a period of 2 (two) years from the date hereof or within such period as may be fixed by lawful authority.
  - (b)(1) That the Society shall prepare a proper Scheme for the Development of the land at its cost and submit a layout plan within a period of three months from the date of taking over possession of the land with the approval of the Collector through the Surveyor to Government.

- (ii) That the Society shall not sell or in any way transfer by mortgage lease etc. any of the plots out of the land to any person other than one of their members or let any tenements to non-members or let any tenements to non-members without obtaining previous approval of the Collector, U.S.D. in writing.
- (iii) That the members of the Society should not in any way alienate their tenements without obtaining the previous sanction of the Collector, U.S.D. in writing.
- (iv) That the event of sale or transfer of the lands Government will be entitled to a premium equal to half, the increase in price of the land.
- (v) That the Society shall be bound to construct the buildings, roads and drains in accordance with the approved schemes within two years from the date of taking possession of the land.
- (vi) That the Society shall comply with all building regulations prescribed and made applicable to the area under the Land Revenue Code and Rules made thereunder.
- (vii) That the Society shall pay non-agricultural assessment in respect of the land at the rate current in the locality.
- (viii) That any one in possession of the plot shall be liable to be evicted from the plot in respect of which a breach of any of the conditions has occurred without compensation on the Collector's giving notice of the breach and the party concerned being to remedy the breach within six months date of notice.

(ix) That the grant shall be liable to be cancelled and land be returned to Government without any compensation for breach of any of the conditions on the Collector's giving notice of the breach and the Society failing to remedy the same within six months from the date of notice.

(x) That the Society shall use 12,000 square yards for housing 20 additional artists.

(xi) The Society shall use the land admeasuring 3,900 square yards for construction of roads. Out of this, land admeasuring 1,000 sq. yds. should be used for construction of internal roads required for the first phase and the remaining 2,900 square yards should be used for the construction of internal roads for the second phase.

(xii) That the Society shall use the land admeasuring 2,100 square yards for the construction of multi-purpose B.N.

(xiii) That the Society shall construct the roads at its own cost and shall not call upon Government / GNBC to construct these roads.

(xiv) That the grant shall be liable for cancellation for breach of any of the above conditions.

Dated the 15th day of April, 1962 at Ernak.

(Seal) Sc/- Vishnu Narayan Adarkar.

We, declare that the person named as K. S. Narayan, Co-operative Housing Society Limited who has signed this Agreement, is to our personal knowledge the person he represents himself to be and that he has affixed his signature

hereto in our presence.

Witnesses:-

- 1) Laxman Rajaram Ajgaonkar.
- 2) Narayan Ganesh Fansare.
- 3) Hrishchandra Shantaram  
Dhargalkar.

sd/- L. R. Ajgaonkar.

sd/- N. G. Fansare

sd/- H. S. Dhargalkar.

sd/- V. D. Gangal

Additional Collector  
Bemby Suburban District.

(Seal of )  
(Collector)

Ex 'B' Copy

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No. C/IND/A/5443  
Additional Collector Office,  
Old Custom House Yard, Fort,  
Bombay 1 Dt. 2nd Sept. 1970.

- READ:-
- 1) This Office notice No. C/IND/A-5443 of 29th Nov. 1969 addressed to the Secretary Kalanagar Co. Op. Housing Society.
  - 2) Letter from Kalanagar Co. Op. Housing Society Dt. 30th December, 1969.
  - 3) This office report to Government in Revenue and Forests Department No. C/IND/A/5443 dt. 20th June 1970.
  - 4) G. R. Revenue and Forests Department No. LCS/2660 65473 B1. Dated 4th July 1970.

ORDER

Government lands measuring 12000 Sq. Yds. and 13000 Sq. Yds. out of S. No. 341 of Eandra, Tahsil Ancheri, E. S. D. WERE GRANTED TO Kalanagar Co-operative Housing Society vide Government Revenue and Forests Department No. LCS 2260/65473-B dt. 30-11-1960 and 15-5-1961 accommodate its members whose names were approved by Government subject to specific condition that the society shall be bound to construct the buildings, roads and drains in accordance with the approved Scheme within two years from the date of taking over possession of the land.

The Sub-Divisional Officer, E. S. D. reported that the Society has not so far constructed a building on the plot allotted by the Society to its member Shri. S. N. Prabu and thereby the Society has committed a breach of conditions mentioned above.

The notice was therefore issued to the Secretary of Kalanagar Co. Op. Housing Society vide this office No. C/IND-5443 dated 29th November 1969 to remedy the breach within a period of six months from the date of the said notice as provided in the terms of grant, failing which action to cancel the grant of land and resume the land granted to Society, to Government without payment of any compensation to the Society will be taken.

The Society has not remedied the breach within the stipulated period. I, therefore, hereby order that the land bearing Plot No. 18 out of land granted to Kalanagar Co. Op. Housing Society and allotted to Shri. S. N. Prabu should be resumed to Government without payment of any compensation to the Society.

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The Society should hand over the possession of the plot No.16-A to the Dist-Inspector of Land Records, E.S.D. immediately.

Sd/-

Additional Collector,  
Mombay Suburban District.

To

The Secretary,  
Kalanagar Co-Op.Housing Society,  
c/o Shri.D.K.Konkane, Kalanagar, Bandra (East).

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No. O/IND-A-5443,  
Addl. Collector's Office B.S.D.  
Old Custom House Yard, Fort,  
Bombay 1 Dt. 10th Sept. 1970.

Re:—

- 1) G.R.R. & P.D.No. LCS-2660/2522 65473-BI Dated 4th July, "
- 2) This Office Order No. O/IND-A 5443 dt. 2--3-1970.

ORDER

Government land bearing Plot No. 16-A out of S.No. 341 of Bandra, Taluka Andheri, B.S.D. granted to Kalanagar Co-op. Housing Society and subsequently resumed by Government vide Additional Collector, B.S.D.'s Order No. O/IND-A-5443 dated 2--3-1970 for the breach of condition of the original grant is hereby re-allotted to Kalanagar Co-Op. Housing Society subject to the following conditions:-

- 1) That the Society should accommodate Shri. S.G. Mishal as a member of Kalanagar Co-op. Housing Society and allot him plot No. 16-A.
- 2) That the Society should pay the occupancy price @ Rs. 1/- per sq. yds. in this office immediately.
- 3) That the Society shall not sell or in any way transfer by mortgage lease etc. any part of the plot of land to any person other than one of their members or let any tenements to non-members without obtaining previous approval of the Collector, B.S.D. in writing.
- 4) That the members of the Society should not in any way alienate their tenements without obtaining the previous sanction of Collector, B.S.D. in writing.
- 5) That in the event of sale or transfer of the lands Govt. will be entitled to a premium equal to half, the increase in price of the land.
- 6) Society shall be bound to construct the buildings with the approved scheme within two months of taking over possession of the land.

- 7) That the Society shall comply with all building regulations prescribed and made applicable to the area under the Land Revenue Code and Rules made thereunder.
- 8) That the Society shall pay non-agriculture Assessment in respect of the lands at the current rate in the locality.
- 9) That any one in possession of the plot shall be liable to be evicted from the Plot in respect of which a breach of any of the conditions has occurred without compensation on the Collector's giving notice for the breach and the party concerned failing to remedy the breach within six months from the date of notice.
- 10) That the grant shall be liable to be cancelled and land be resumed to Government without any compensation for breach of any of the conditions on the Collector's giving Notice of the breach and the Society failing to remedy the same within six months from the date of notice.
- 11) That the Society shall sign agreement in form III-J as required by the Collector, E.S.D. embodying the above conditions in addition to the conditions considered necessary by the Collector.

sc/-

Additional Collector,  
Bombay Suburban District.

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5. The stamp duties and the registration charges in respect of this deed of lease and its duplicate shall be borne and paid by the Society.

THE SCHEDULE ONE ABOVE REFERRED TO :

S A N A D

Agreement Form HH-1  
(Vide rule 43)

To

The Collector of Bombay Suburban District, Bombay.

I, President, Kala-Nagar Cooperative Housing - - Society Ltd., Bombay 51, agree on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in the Schedule appended hereto (hereinafter referred to as 'the said Land') on the conditions stated below, and I pray that my name may be entered in the land records as occupant of the said land:

CONDITIONS

I will pay the land revenue from time to time lawfully due in respect of the said land to with, as assessment, the sum (as may be fixed by Govt.) (being at the rate that may be fixed or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period (as may be fixed by Govt.) years thereafter I will pay such assessment for such further periods as may from time to time be fixed by lawful authority.

2. Use:- I will use the said land only for building purposes and the structures on the land will be -- used for Housing Purposes only. I will duly comply

21/12/14... *PM*

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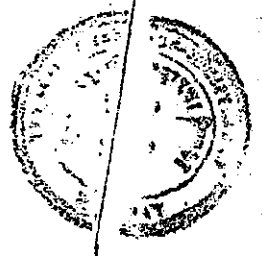
with the conditions contained in the second schedule hereto.

3. Reservation of Margin :- If at any future date the collector shall give me notice in writing that a strip from the margin of the said land not more than (as may be fixed by Govt./G.M.C) feet in depth is required for the purposes of a road, I will, at the expiration of one month after the receipt of such notice quietly surrender and hand over possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation therefor a sum equivalent to (as may be fixed by Govt./G.B.M.C.) times the assessment proportionately payable upon the strip so surrendered. Provided that, where the materials of any gate, wall payment of other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation of this account shall be paid to me as the Collector may deem fit.

4. Liability of Rates :- I will pay all taxes rates and cesses leviable in respect of the said land.

5. Tenure :- I, my heirs, executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of Government.

6. Code provisions applicable :- The provisions of the said Code and all rules and orders for the time being in force thereunder shall apply to my occupation of the said land so far as the same may be applicable and not consistent with the conditions of this agreement.



7. Penalty Clause :- If I contravene any of the foregoing conditions, I shall be liable to such penalties (i.e. eviction fine etc.) as the Collector may impose under the provisions of the land Revenue Code and Rules thereunder.

( M A P )

SCHEDULE I.

Length & breadth:		Total	Boundaries				Remarks
North to South	East to West	Superficial area.	North	South	East	West	
368'-0"	431'-9"	*12,000 sq.yds. for housing and 1,900 sq.yds. for road purposes.	Road 40' 10"	Road 100'	Land	Road	*Vide Resolution of 100' - 0" Government No. LCS. 2250/45473-B dated 15th May 1961.
As shown in the accompanying plan.							

SCHEDULE II.

1. The applicant shall build on the plot in accordance with the building bye laws framed by the Municipal Corporation.
2. The grant shall be subject to the following special conditions :-
  - (a) That on the said land buildings of a substantial and permanent character shall be built within a period of 2 (two) years from the date hereof or within such period as may be fixed by lawful authority.
  - (b) (i) That the Society shall prepare a proper

*CHB*

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Scheme for the Development of the land at its cost and submit a layout plan within a period of three months from the date of taking over possession of the land for the approval of the Collector through the Consulting Surveyor to Government.

- (ii) That the Society shall not sell or in any way transfer by mortgage, lease etc. any of the plots cut of the land to any person other than one of their members or let any tenements to non-members without obtaining previous approval of the Collector B.S.D. in writing.
- (iii) That the members of the Society should not in any way alienate their tenements without obtaining the previous sanction of the Collector B.S.D. in writing.
- (iv) That in the event of sale or transfer of the lands Government will be entitled to a premium equal to half, the increase in price of the land.
- (v) That the Society shall be bound to construct the buildings, roads and drains in accordance with the approved scheme within two years from the date of taking possession of the land.
- (vi) That the Society shall comply with all building regulations prescribed and made applicable to the area under the Land Revenue Code and Rules made thereunder.
- (vii) That the Society shall pay non-agricultural Assessment in respect of the land at the rate



Q.S.L.

current in the locality.

(viii) That any one in possession of the plot shall be liable to be evicted from the plot in respect of which a breach of any of the conditions has occurred without compensation on the Collector's giving notice of the breach and the party concerned failing to remedy the breach within six months from the date of notice.

(ix) That the Grant shall be liable to be cancelled and land be resumed to Government without any compensation for breach of any of the conditions on the Collector's giving notice of the breach and the Society failing to remedy the same within six months from the date of notice.

(x) That the Society shall use the land admeasuring 1,900 Sq.Yds. for construction of internal roads required for the first phase.

(xi) That the name of the Society shall be Kala-Nagar Co-operative Housing Society Ltd. vide corrigendum No.LCS 2260/65473-B dated 15th. May, 1961.

Dated the 20th day of June 1961, at Bombay.

S E A L

Sd/- V.D.Gangal  
Additional Collector,  
B.S.D.

Sd/- V.N.Adarkar  
(Vishnu Namdeo Adarkar)

PRESIDENT.

We declare that President, Kala-Nagar, Co-operative Housing Society Ltd., who has signed this agreement, is to our personal knowledge the person he --

AHP 18...

represents himself to be and that he has affixed his signature hereto in our presence.

Witnesses:

- 1) Laxman Rajaram Ajgaonkar.
- 2) Narayan Ganesh Pansare.
- 3) Harischandra Shantaram Dhargalkar.

Sd/- L. R. Ajgaonkar

Sd/- N. G. Pansare

Sd/- H. S. Dhargalkar.

S E A L

Sd/- V. D. Gangal

(V. D. Gangal.)  
Additional Collector,  
Bombay Suburban District.

THE SCHEDULE TWO ABOVE REFERRED TO :

AGREEMENT FORM HH-1  
(Vide Rule 43)

To

The Collector of Bombay Suburban District, Bombay.

I, President, Kala-Nagar Co-operative Housing Society Ltd., Bombay 51, ~~represent~~ on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in the Schedule appended hereto (hereinafter referred to as 'the said land') on the conditions stated below, and I pray that my name be entered in the land records as occupant of the said land:

CONDITIONS

I will pay the land revenue from time to time lawfully due in respect of the said land to wit, as assessment, the sum (as may be fixed by Government)



(being at the rate that may be fixed or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period (as may be fixed by Government) years thereafter I will pay such assessment for such further periods as may from time to time be fixed by lawful authority.

2. USE:- I will use the said land only for building purpose and the structures on the land will be used for Housing purposes only. I will duly comply with the conditions contained in the second schedule hereto.

3. Reservation of Margin:- If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land as may be required by Government/GBMC is required by Government for the purposes of a road, I will, at the expiration of one month after the receipt of such notice, quietly surrender and hand over possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation therefor a sum as may be fixed by Government/GBMC in proportion to the assessment payable upon the strip so surrendered. Provided, that, where the materials of any gate, wall payment of other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.

4. Liability of rates :- I will pay all taxes rates and cesses leviable in respect of the said land.

5. Tenure:- I, my heirs, executors, administrators and approved assigns shall not at any time transfer the

said land or any portion thereof or any interest therein without the previous written sanction of Government.

6. Code provisions applicable:- The provisions of the Bombay Law Revenue Code and all rules and regulations and orders for the time being in force there-under shall apply to my occupation of the said land so far as the same may be applicable and not inconsistent with the conditions of this agreement.

7. Penalty Clause:- If I contravene any of the foregoing conditions, I shall be liable to such penalties (i.e. eviction fine etc.) as the Collector may impose under the provisions of the Land Revenue Code 1879 and Rules thereunder.

(M A P)

SCHEDULE I

Length & Breadth: North to South.	Total East to West :area.:	Boundaries.				Remarks
		super North	South	East	West	
373'-0"	405'-0"	16,100 sq.yds.	40'-0"	100'-0"	100'-0"	Road Road Land Land for 13,900 lution Kala sq.yds.of. Rave Nagarfor nus Depar Art Kala- tment Gall Nagar Govt.og -ary Co-ope Mahara rative -shtra Housing No.LCS Society 2269/ Ltd.1st 65473-B Phase of 15th of con- May struc- 1961 and tion. HH-I for Sanad iss. d to Kala Nagar Coopera- tive Housing Society Ltd.(1st Phase)on 20.6.'61.

As shown in the accompanying Plan Marked red.

*nds*

SCHEDULE II

1. The applicant shall build on the plot in accordance with the building bye-laws framed by the Municipal Corporation.
2. The grant shall be subject to the following special conditions :-
- (a) That on the said land buildings of a substantial and permanent character shall be built within a period of 2 (two) years from the date hereof or within such period as may be fixed by lawful authority.
- (b)(i) That the Society shall prepare a proper Scheme for the Development of the land at its cost and submit a layout plan within a period of three months from the date of taking over possession of the land for the approval of the Collector through the Consulting Surveyor to Government.
- (ii) That the Society shall not sell or in any way transfer by mortgage lease etc. any of the plots out of the land to any person other than one of their members or let any tenements to non-members or let any tenements to non-members without obtaining previous approval of the Collector, B.S.D. in writing.
- (iii) That the members of the Society should not in any way alienate their tenements without obtaining the previous sanction of the Collector, B. S. D. in writing.
- (iv) That the event of sale or transfer of the

lands Government will be entitled to a premium equal to half, the increase in price of the land.

- (v) That the Society shall be bound to construct the buildings, roads and drains in accordance with the approved schemes within two years from the date of taking possession of the land.
- (vi) That the Society shall comply with all building regulations prescribed and made applicable to the area under the Land Revenue Code and Rules made thereunder:
- (vii) That the Society shall pay non-agricultural assessment in respect of the land at the rate current in the locality.
- (viii) That any one in possession of the plot shall be liable to be evicted from the plot in respect of which a breach of any of the conditions has occurred without compensation on the Collector's giving notice of the breach and the party concerned failing to remedy the breach within six months from the date of notice.
- (ix) That the grant shall be liable to be cancelled and land be resumed to Government without any compensation for breach of any of the conditions on the Collector's giving notice of the breach and the Society failing to remedy the same within six months from the date of notice.
- (x) That the Society shall use 12,000 square yards -- for housing 20 additional artists.
- (xi) The Society shall use the land admeasuring 3,900 square yards for construction of roads. Out of

this, land admeasuring 1,900-sq.ydrs. should be used for construction of internal roads required for the first phase and the remaining 2,000 square yards should be used for the construction of - - internal roads for the second phase.

(xii) That the Society shall use the land admeasuring 2,100 square yards for the construction of Multi-purpose Hall.

(xiii) That the Society shall construct the roads at its own cost and shall not call upon Government/GBMC to construct these roads.

(xv) That the grant shall be liable for cancellation for breach of any of the above conditions.

Dated the 18th day of April, 1962 at Bombay.

S E A L.

Sd/-Vishnu Namdeo Adarkar.

We, declare that President, Kala-Nagar, Co-operative Housing Society Limited who has signed this Agreement, is to our personal knowledge the person he represents himself to be and that he has affixed his - - signature hereto in our presence.

Witnesses:

- 1) Laxman. Rajaram Ajgaonkar. Sd. L.R.Ajgaonkar.
- 2) Narayan Ganesh Pansare. Sd/- N.G.Pansare
- 3) Harischandra Shantaram Dhargalkar. Sd/- H.S.Dhargalkar.

SEAL of  
Collector.

Sd/- V.D.Gangal  
Additional Collector  
Bombay Suburban District.

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