

SCHEDULE "H"

(Section 133)

Form of Sanad for Building Sites



THE GOVERNMENT OF MAHARASHTRA

To *Shri. K. L. Quota*

WHEREAS the State Government, with a view to the settlement of the land revenue and the record and preservation of proprietary and other rights connected with the soil, has under the provisions of the Bombay Land Revenue Code, directed a survey of the lands within the *Saha* and ordered the necessary inquiries connected therewith to be made, this Sanad is issued under Section 133 of the said Code to the effect that—

There is a certain plot of ground occupied by you in the *Said* division of the *Saha* village of *B. S. D.* registered No *1049*, in the map marked sheet..... No. *52-49, 53-52, 54* and facing towards the....., the road leading from..... to....., containing about *125082.0* Square metres and of the following shape and about the following dimensions:—

plan Attached.

You are hereby confirmed in the said occupancy exempt from all land revenue or subject to the payment of Rs. per annum to the land revenue.

The terms of your tenure are such that your occupancy is both transferable and heritable, and will be retained by the State Government without any objection or question as to title to whosoever shall from time to time be its lawful holder subject only, to the condition of the payment annually of the above land revenue according to the provisions of the Bombay Land Revenue Code or of any other law for the time being in force and to the liability to have the said rate of assessment revised at the expiration of a term of years reckoned from the and thereafter at successive periods..... years in perpetuity and to the necessity for compliance with the provisions of the law from time to time in force as to the time and manner of payment of the said assessment, and, to the liability of forfeiture of the said occupancy and of all rights and interests connected therewith in case of your failure to pay the said assessment as required by law.

prepared by: [Signature]
confirmed by: [Signature]

Collector
[Signature]
District Collector
District Collector
District Collector

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Form of a
to become
Schedule 1

to be
(8 of 1954
case.

persons mentioned
in the development
(1954).

Governor of Bombay
and
M. L. Gupta

To

The Magistrate
South District, Saluka,
Bombay Suburban District.

In pursuance of the terms and conditions contained in the Consent Decree dated the 23rd day of June 1954, in High Court Suit No. 892 of 1949, filed by me against the State of Bombay I, Shri Kundanlal L. Gupta of Bombay 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 in perpetuity.

CONDITIONS

1. I will pay as land revenue from time to time as specified in the said Consent Decree ^{dated} the 23rd day of June 1954 subject to the provisions of the Land Revenue Code and the Rules made thereunder in so far as the same are not contrary to or inconsistent with the terms and conditions of the said Consent Decree in respect of the said land (a) agricultural assessment at annas eight per acre i.e. Rs. 16-4-0 from the date of the last payment until the date of execution of this agreement and for a period three years thereafter, (b) after three years from the date of this agreement subject to the said Land Revenue Code and the Rules made thereunder non-agricultural assessment at the rate or rates prevalent in the locality except on such portion or portions of the said land

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2. As and when from time to time he set apart by himself or taken over or apart specified by the Municipality or any other local or other authority or public body for public use.

2. The land may be divided or sub-divided into any number of plots of one or more sizes in conformity with the Municipal building rules and regulations applicable to the various buildings hereafter mentioned and in force in the locality and any plots or any of them may be developed and used for the purpose of a self-contained housing scheme or residential units with necessary shopping areas, hotels, hospitals, schools, libraries, recreation centres and other conveniences. I will use the said land only for building purposes of the nature specified above and such other purposes as may be permitted under the rules from time to time as allowed by the Municipality.

3. That the land or any part thereof may be leased sold or otherwise disposed of in any manner whatsoever provided that no part of land shall be let sold or otherwise transferred to any person other than the Central or State Government the Municipality or any local authority without the prior consent of the Collector of Bombay Suburban District until and so long as the lay-out of the said land has not been approved by the Municipality.

4. I shall build on the said land in accordance with the by-laws framed by the Municipality.

5. I will also pay all taxes leviable in respect of the said land under Bombay Land Revenue Code, subject always to the terms and conditions of the consent terms decree.

6. The provisions of the Bombay Land Revenue 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 are applicable and not inconsistent with the terms and conditions contained in the said consent decree.

I agree that within a period of three years from the date hereof to rebuild and repair the bund already constructed by me on the said land and to maintain such bund so as to stop sea water from entering the said land and to keep the same dry to the satisfaction of the Collector, Bombay Suburban District and I shall also provide usual sluice gate arrangements to properly drain off the rain water from the said land into the creek and I agree that in the event of my committing a default in performing the agreement on my part contained in this clause the Collector, Bombay Suburban District may after giving to me one year's notice pointing out the default and giving particulars thereof re-enter only on such portion or portions of the land then in my possession as may be affected by such default and thereby rendered unfit for development by reason of the sea water entering thereon.

8) If I contravene any of the foregoing conditions the Collector may without ~~xxx~~ prejudice to any other penalty to which I may be liable under the provisions of the said Code, continue the said land in my occupation on payment of such fine and/or assessment as he may direct.

P L A N
SCHEME. I

Length & Breadth	Total super-ficial area.	Boundaries			Remarks
		North	South	East	
North to South	32 acres and 15 Gts				
East to West	S.No. 71 (part) of Juhu				
	Juhu Aerodrome Boundary				
	Juhu Road				
	Bandy's creek.				
	Plot No. 13, 14, 18, 19, 21, 22, 23, 24, 25, 29 and 31 T.P. S. Santacruz.				

As shown in attached plan.

As shown in attached plan.

Dated the 26 day of May 1964 at Bombay
 Sd/- K. L. Gupta
 Stamped

We declared that Shri Kundanlal L. Gupta who signed this agreement is to our personal knowledge, the person he represents to be, and that he has fixed his signature hereto in our presence.

(Signed).

- N.B. 1. This document need not be registered.
- 2. This document is exempt from stamp duty.

krk/215



ADDITIONAL COLLECTOR
Bombay Suburban Dist.

24/6

24/5