

FORM OF AGREEMENT TO BE TAKEN BY LESSEES IN ORDER TO
TO BE IN ACCORDANCE WITH LAWS INCLUDING IN PART
OF IT UNDER SPECIAL CASE.

(Vide rule 4A/)

AGREEMENT

To

The Additional Collector,
Pachy Suburban District,
Bombay.

Chairman: K. Madhavji G. Bhambhani, Chairman, **Co-operative Housing Society Ltd.,**
105, **Wadia Road, Malabar, ... Co-operative Housing Society Ltd.,**
agents on behalf of the said Society and acting as
Society Ltd., executors, administrators and assigns in
the land specified in the schedule appended hereto
after referred to as the 'said land'. On the conditions
below, we pray that our names may be entered in the
records as occupant of the said land.

CONDITIONS.

1. We will pay the land revenue from time to time in full
due in respect of the said land to with as assessment that may
be fixed by the Additional Collector, Bombay subject to
as is leviable under the rules for the time being in force
applicable to such land and hereafter we shall pay such
sums for such further periods as may from time to time be
fixed by lawful authorities.

2. Use: We shall use the said land only for building
purposes and structures on land will be used for residential
purposes only. We shall duly, comply with the conditions
contained in the second schedule hereto.

3. Reservation of margin: If at any future date the
Additional Collector shall give us notice in writing that a
strip from the margin of the said land that will be required
by Government for the purposes of a road, we will at the
expiration of one month after the receipt of such notice,
quietly surrender and handover possession of such strip to
the Additional Collector in consideration of receiving from
the Government in exchange and as full compensation herefor
a sum that will be fixed by Government. Provided that
the materials of any gate, wall, pavement or other work
authorized erection or construction on such strip cannot in
the opinion of the Additional Collector be removed without
appreciable loss, such further compensation of this account
shall be paid to us as the Additional Collector may deem fit.

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

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

6. The provisions applicable to the provisions of the said code and all the rules and orders for the time being in force thereunder shall apply to our 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 we contravene any of the foregoing conditions we shall be liable to such penalties, (i.e. eviction, fine, etc.) as the Additional Collector may impose under the provisions of the Land Revenue Code and Rules thereunder.

MAP

Schedule I

Length and breadth	Total superficial area	Boundaries North: South: East: West	Remarks
East to West			
Area 400. 2000 sq. Yds. in No. 11, 12, 13, of the out of S. No. 320 & 328 of the District.		As shown in the plan	



Schedule II

The grant shall be subject to the following special conditions:

1. The Society shall propose a proper scheme for the development of the land at its cost and submit it within three months from the date of taking over possession of the land to the Greater Jabalpur Municipal Corporation along with layout plan for construction of internal roads with provisions for sewers, drainage etc., and also showing construction of fully storaged buildings ensuring maximum utilization of land to the extent permissible within the floor space index for the area. Development of land and construction of roads and buildings should not commence till written approval of the Greater Jabalpur Municipal Corporation, to the layout is received.

2. That the Society or any member shall not in any way transfer by mortgage lease etc., any plot or block or flat out of the land to any person other than a member of a society or lot or give on lease and licence lease and tenement, block or flat out of the land to any person other than member without obtaining previous written approval of the Additional Collector, Jabalpur Suburban District. The Additional Collector, Jabalpur Suburban District will have the right of first refusal.

wherever any permanent lease of land is to be let out or to be given on lease and license basis and to nominate Government servants for the purpose. The additional Collector shall exercise the right of final refusal within 30 days of receipt of application from the society or its member.

3. That the Society shall not enrol any additional members or substitute any member in place of those approved by Government, except with a previous written approval of Government.

4. That the Society shall inform Government of reduction in the number of members, if any, before commencing the construction of roads and buildings and Government shall have right to reserve the land rendered surplus to the reasonable requirements of Society.

5. That no individual plots shall be given to members and the Society shall be bound to construct fully storaged buildings, roads and drains etc., within two years from the date of taking over possession of the land if so required by the approved layout of the Additional Collector, Solapur District, and Greater Solapur Municipal Corporation.

6. That the Society shall not utilize any part of the land directly or indirectly, for the commercial business or professional purpose except as provided for in layout approved by the Additional Collector, Solapur District, Greater Solapur Municipal Corporation or with the prior written approval of Government.

7. That the Society shall comply with all the building rules and regulations prescribed and made applicable to the area under the provisions of the Town Planning Act and Solapur Municipal Corporation Act.

8. That the Society shall obtain from the appropriate Revenue authority the R.A. Permission before starting R.A. work in respect of the lands as required under Section 44 of the Maharashtra Land Revenue Code, 1956.

9. That the Society shall be liable to be evicted and the land and buildings owned by Government without payment of any compensation in case there is breach of any of the conditions of grant of land and in case of the part of the Society to remedy the breach within 6 months from the date of issue of notice by the Additional Collector, Solapur District, communicating the breach.

10. That the Society shall be bound to take necessary steps to compel any member of the Society who has committed breach of any of the conditions of grant of land to remedy the breach immediately and in case of the part of the Society to remedy the breach of conditions of grant within a period of six months from the date of issue of notice by the Additional Collector, Solapur District communicating the breach, shall be deemed to be a breach committed by the Society itself and the Society will render itself liable to

