

23

No. DLN/IND/SR-V-31
Old Custom House Yard, Fort,
Bombay. 14th October, 1957.

From:

The Collector,
Bombay Suburban District,
Bombay.

To

The Secretary,
Greater Bombay Industrial Development-
Co-operative Estate Ltd.,
C/o. Bombay Industries Association,
Agra Road, Kurla,
Bombay-37.

Subject: Lands: B.S.D.
S.S.No.1 Kurla-Kirol
Allotment of land for establishment of an industrial
estate for small scale industries.

Sir,

Government is pleased to direct that the land measuring 10 acres 8 gths. approximately out of S.S.No.-1 Kurla-Kirol at Kurla more particularly shown in the accompanying plan should be granted to the Greater Bombay Industrial Development Co-operative Estate Ltd., C/o. Bombay Industries Association, Agra Road, Kurla, Bombay-37 for establishment of an industrial estate for small scale industries on payment of occupancy price at the rate of Rs.4 and 50 Naye Paise (Rupees four and fifty naye paise only) per square yard and subject to the following conditions:

(1) The land and the factory plant etc. constructed ~~ix~~ thereupon go together and can be disposed of only together.

(2) The lands cannot be subdivided and such subdivision cannot be disposed of without the permission of Government.

(3) Government will be entitled to half the unearned increment in the event of sale or transfer whether outright or as a result of an unredeemed mortgage, and the land so sold or transferred should be used for a purpose approved by Government if it is to be used for a purpose other than the approved industrial or commercial purpose.

(4) If Government has reason to believe that any misrepresentation or concealment is made in regard to sale price, the sale or transfer will be declared void at the discretion of Government.

(5) The occupancy price shall be paid in advance at the rate of Rs.4 and 50 naye paise (Rupees four and fifty naye paise only) per sq.yd. The occupancy price will be calculated at this rate for the area of 10 acres 8 gths., which is the approximate area of this land. If on actual measurement the land measures more or less necessary adjustment in the occupancy price will be made.

Cont...P.2

25

45

(6) Non Agricultural permission under Section 65 of the L. B. C. shall be obtained from the Collector separately in respect of each plot of the land.

(7) Non-agricultural Assessment shall be paid at current full rate (the current S.R. of N.A.A. for this locality is Re.1/- per 100 sq.yd.).

(8) The land shall be used for industrial purposes only.

(9) The factory buildings shall be constructed by the grantee within two years from taking over possession of the land.

(10) The grantee shall comply with the requirements of the Health Department and the Fire Brigade Department of the Greater Bombay Municipal Corporation.

(11) The disposal of the gases, trade wastes, etc. shall be carried out by the grantee to the satisfaction of the Municipal Commissioner Bombay in accordance with the arrangements previously approved by him.

(12) The grantee shall execute an agreement in form HH appended to the Bombay L.R. 1921, embodying therein all the conditions of the grant.

(13) The layout of the land and the mode of development thereof shall be subject to the prior approval of the G.B.M.C. and the A.C. S to Government, Bombay.

(14) The grantee shall under take to house in the proposed industrial estate the small scale industries which are the members of the Bombay Industries Association and have been or will be required to be shifted from their present locations in objectionable area. In case any further accommodation is available after providing for all the founder members of the Greater Bombay Industrial Development Co-operative Estate Ltd., the same should be made available to non-members small scale industries displaced from the Bombay City and Suburbs under the directions of the Bombay Municipality.

You are requested to state whether you are agreeable to the aforesaid conditions and to pay in this office the occupancy price amounting to Rs.2,22,156/- (Rupees Two lakhs twenty two thousand one hundred and fifty six only) immediately. Possession of the land will be handed over to you on receipt of the occupancy price and on your agreeing to the aforesaid conditions.

Yours faithfully,

S/d.
Collector,
Bombay Suburban District.

31

41

C O P Y:

FORM MH-1.
(Vide Rule 43)
Agreement.

To
THE COLLECTOR OF BOMBAY SUBURBAN DISTRICT.

1. Shri P. D. Murty, Secretary of the Greater Bombay Industrial Development Coop. Estate Ltd. agree on behalf of the above Estate, 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 the Estates name may be entered in the land records as occupant of the said land:

CONDITIONS.

The Estate will pay the land revenue from time to time lawfully due in respect of the said land to wit, as assessment the sum that will be fixed by the Collector, B.S.D. 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 of years thereafter I will pay such assessment for such further periods as may from time to time be fixed by lawful authority.

2. Use.- The Estate will use the said land only for building - - - purposes and the structures on the land will be used for Industrial purposes only. I will only comply with the conditions contained in the second schedule hereto.

3. Reservation of margin:- If ~~any~~ at any future date the Collector shall give me notice in writing that a strip from the margin of the said land that will be required by the Bombay Municipal Corporation or 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 that will be fixed by the Collector for the strip so surrendered. Provided that, where the materials of any gate, wall, pavement 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.- The Estate will pay all taxes rates and cesses leviable in respect of the said land.

5. Tenure.- The Estate 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 consider with the conditions of this agreement.

Cont...P.2.

7. ~~Penalty for non-compliance with the conditions of this agreement shall be as follows:-~~

7. Penalty clause.-If the Estate contravenes 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.

(MAP)
SCHEDULE I.

<u>Length & Breadth</u>		Total Superficial area	<u>Boundaries</u>				Remarks.
North to South	East to West		North	South	East	West	
As shown on the plan.		A - G 10 - 8	Boundary of Asalpe Village.	Bombay Agra Rd.	Land belong- ing Motwani Radio Mfg. Co. & Tank.	Home land, Kirol Village, Police Deptt. land	Guard Deptt.

SCHEDULE II.

1. The applicant shall built 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 substantial and permanent character shall be built within a period of years from the date hereof or within such period as may be fixed by lawful authority.
 - (b) That the land and the factory, plant, etc. constructed there go together and can be disposed of only together.
 - (c) the lands cannot be sub-divided and such sub-divisions cannot be disposed of without the permission of Govt.
 - (d) that Govt. will be entitled to half the unearned increment in the event of sale or transfer, whether outright or as a result of an unredeemed mortgage and that the land so sold or transferred should be used for a purpose other than the approved industrial or commercial purpose.
 - (e) that the ~~Vz~~ Govt. have reason to believe that any misrepresentation or concealment is made in regard to sale price, the sale or transfer will be declared at the discretion of Government.
 - (f) that all the conditions mentioned in the Collector's order No.LND SR V-31 dated 14th Oct.1957 shall be fulfilled.

Dated the 26-2- February 1960 at Bombay.

We declare that 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.

Cont...P.3. P.T.O.