

Tr. No. C/146-12-1946

No. in the Collector's Rent Roll A/5524
No. in Collector's last Rent Roll a/12124, 10790, 12466, 11990 Parts
C. S. No. 1/447 Part of Lower Parcel Division.
Laughton's Survey No. 1/2908, 1A/2967, 3/2967, 4/2967 Part Tenure. Foras
Area in square yards 2595
Assessment Rs. 1-10-6 Due date 10th October

The Deed of Conveyance
Notice of Transfer

dated 15-5-1946

of the above property has been duly registered and the property is now shown in
the Rent Roll and the Survey Register in the name of The Brady

Engineering Co. Ltd.

which I hereby certify.

BOMBAY COLLECTOR'S OFFICE,
OLD CUSTOM HOUSE :
Bombay, 28 December 1946

R. S. Sethna
Superintendent,
Bombay City Survey
For Collector of Bombay.

To

Messrs. Daphatary Ferreira & Divan, Solicitors
13-19, Meadows Street, Fort, B.

Please receive back the Deed of Conveyance dated 15
and return the receipt passed by this office with the same.

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Serial No. 2551.
 Presented at the office of the
 Sub-Registrar of Bombay.
 between the hours of 12 A. M.
 and 1 P. M. on the 27th May
 1946.

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Application
 Managing Director
 H. N. Brady & Co. Ltd.
 Managing Agents of
 The Empire Dyeing & Mfg. Co. Ltd.

[Signature]
 Sub-Registrar of Bombay.

Received fees for :-
 Registration Rs. 390-0-0
 Photographing (Pages 13) " 4-14-0
 Postage " 1-3-6
 Total Rs. 396-1-6

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[Signature]
 Sub-Registrar

THIS INDENTURE made this *fifteenth* day of *May* 1946 BETWEEN THE EMPIRE DYEING & MANUFACTURING COMPANY LIMITED a company registered under the Indian Companies Act VI of 1882 and having its registered office in Bombay hereinafter unless otherwise designated called the "Vendor Company" (which expression shall where the context or meaning so admits include its -- successors) of the one part and THE BRADY ENGINEERING COMPANY LIMITED a company registered under the Indian Companies Act VII of 1913 and having its registered office in Bombay hereinafter unless otherwise designated called the "Purchaser Company" (which expression shall where the context or meaning so admits include its successors and assigns) of the other part WHEREAS the ~~xx~~ Vendor Company is absolutely seized of or otherwise well and sufficiently entitled to the lands hereditaments and premises situate ~~x~~ at Tulsi Pipe Road, off Fergusson Road, Parel, in the Town and Island of Bombay and described in the first schedule hereunder written and delineated on the plan hereto annexed

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annexed and thereon by a black coloured boundary line of which the land hereditaments and premises described in the second schedule hereunder written and intended to be hereby granted conveyed and assured form a part AND WHEREAS the Vendor Company has agreed to sell and the Purchaser Company has agreed to purchase the said land hereditaments and premises described in the said second schedule hereunder written and to pay for the land at the rate of Rs 6/- per square yard and for the buildings and structures standing thereon the sum of Rs. 120365-5-4 AND -- WHEREAS the Purchaser Company paid on the 23rd day of March 1946 the sum of Rs. 10,000/- as earnest money and in part payment of the purchase price AND WHEREAS the said land was ascertained upon joint survey to admeasure 5270 square yards and the price thereof at the aforesaid rate of Rs. 6/- per square yard amounts to -- Rs. 31,620/- AND WHEREAS the deeds and writings comprised in the third schedule hereunder written relate not only to the said land hereditaments and premises described in the second schedule -- hereunder written but also to other parts of lands hereditaments and premises described in the first schedule hereto and it has been agreed that the Vendor Company should give a covenant for the safe custody and production thereof in the manner hereinafter contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 10,000/- paid on the 23rd day of March 1946 by the Purchaser Company to -- the Vendor Company as earnest money as aforesaid and of the -- further sum of Rs. 1,41,985-5-4 now paid by the Purchaser Company paid to the Vendor Company (the receipt of which said two sums of Rs. 10,000/- and Rs. 141985-5-4 making together the said sum of Rs. 151985-5-4 the Vendor Company doth hereby acknowledge and of and from the same and every part thereof doth hereby release and for ever discharge the Purchaser Company) The Vendor Company doth hereby grant convey and assure unto the Purchaser Company ALL THAT piece or parcel of land or ground of Koras tenure partly redeemed

situate lying and being on the Tulsi Pipe Road, off Fergusson Road, Parel in the City of Bombay in the Registration Sub-district of Bombay admeasuring 5270 square yards and particularly described in the second schedule hereunder written and delineated in the plan thereof hereto annexed and thereon surrounded by a red -- coloured boundary line TOGETHER WITH all yards, ways, wells, water, watercourses, sewers, ditches, drains, rights, lights, liberties, easements, profits, privileges and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining or with the same or any part thereof now or at any time heretofore usually held used occupied or enjoyed AND all the estate right title interest property claim and demand whatsoever of the Vendor Company in to and upon the said land hereditaments and premises described in the said second schedule hereunder written and every part thereof TO HAVE AND TO HOLD the said land hereditaments and premises and every part ~~xxx~~ thereof hereby granted conveyed and assured or expressed to be UNTO AND TO THE USE of the Purchaser Company for ever SUBJECT NEVERTHELESS to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Bombay or the Municipality of Bombay or any other public body in respect thereof including charges for construction of repair or improvement of the Tulsi Pipe -- Line Road AND the Vendor Company doth hereby covenant with the --- Purchaser Company its successors and assigns THAT NOTWITHSTANDING any act deed matter or thing by the Vendor Company done or executed or knowingly suffered to the contrary the Vendor Company now hath good right full power and absolute authority to grant convey and assure the said land hereditaments and premises hereby granted conveyed and assured or expressed so to be UNTO AND TO THE USE of the Purchaser Company in manner aforesaid AND THAT the Purchaser Company shall and may at all times hereafter - peaceably and quietly possess and enjoy the said land hereditaments and premises, and receive the rents and profits thereof, without any lawful eviction interruption claim or demand --
whatsoever

whatsoever, from or by the Vendor Company or any person or persons lawfully or equitably claiming from under or in trust for the Vendor Company AND THAT free from all incumbrances whatsoever made or suffered by the Vendor Company or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT THEY the Vendor Company and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from, under or in trust for the Vendor Company shall and will from time to time and at all times hereafter at the request and cost of the Purchaser Company its successors and assigns do and execute, or cause to be done and executed, all such acts, deeds and things whatsoever for further and more perfectly assuring the said -- land hereditaments and premises, and every part thereof, -- unto and to the ~~said~~ use of the Purchaser Company in manner aforesaid as shall or may be reasonably required AND THE Vendor Company ~~its~~ doth hereby covenant with the Purchaser Company its successors and assigns that the Vendor Company shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every ~~req~~ reasonable request and at the cost of the Purchaser Company its successors and assigns produce or cause to be produced unto them or his or their attorneys or agents, or at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the third schedule hereunder written for the purpose of showing their title & to the said land hereditaments and premises hereby granted conveyed and assured or expressed so to be or any part thereof AND ALSO at the like request and cost deliver or cause to be delivered unto the Purchaser Company its successors and assigns such -- attested or other copies or abstracts of or extracts from the said deeds and writings, or any of them, as they may require AND shall and will in the meantime ~~unlike~~ ~~unlike~~ unless -- prevented as aforesaid, keep the same deeds and writings safe, unobliterated and uncancelled. PROVIDED ALWAYS AND IT IS --

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HEREBY AGREED AND DECLARED that in case the Vendor Company, its successors and assigns, shall deliver the said deeds and writings to any future purchaser or purchasers of the said remaining lands hereditaments and premises or any part or parts thereof to which the same relate or to any other person or persons for the time being entitled to the custody of the said deeds and writings, and shall thereupon at their own cost charges and expenses procure such purchaser or purchasers, person or persons to enter into a covenant with the Purchaser Company its successors and assigns similar in all respect to the covenant hereinbefore contained, then and in such case and immediately thereupon the covenant hereinbefore contained shall cease and become void.

IN WITNESS WHEREOF the Common Seal of the Vendor Company has pursuant to a resolution of its Board of Directors ~~passed~~ passed on the 15th day of May 1946 been hereunto affixed the day and year first hereinabove written.

Handwritten initials/signature

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land of roras Tenure - - (Partly redeemed) with the buildings, factories, Mill-house - - - engine and boiler houses and other buildings out-houses and -- structures standing thereon situate at Tulsi Pipe ~~at~~ Road off -- Fergusson Road, Parel in the City of Bombay in the Registration District of Bombay containing by admeasurement 38, 835 and -- -- one-tenth square yards according to documents and by --- -- -- admeasurement 39,103 4/9 square yards be the same more or less and registered in the Books of the Collector of Land Revenue under - Nos. mentioned in the columns 1, 2, 3 and 4 of the table hereunder written and bounded as follows:- that is to say on or towards the North by the property formerly of Karrimbhoy Ibrahim and now of the Shree Nivas Cotton Mills Ltd. on or towards the East by the Tulsi Water Pipe Road on or towards the South by the property formerly of the Presidency Mills Company Limited and now of the Hirji Mills Limited and on or towards the West partly by ~~as~~ the property formerly of the said Presidency Mills Company Limited and now of the Hirji Mills Ltd. and partly by the property formerly

formerly

Formerly of HOWPRAH MAGIODEH and now of the said Shree Nivas --
 Gobbon Mills Ltd. and which said premises bear Cadastral Survey --
 No. 447 of Lower Parcel Division and Municipal Ward 184 Nos. 1999(2)
 @ 8007A, 8007B, and 8008 and Street Nos. 395A, 395, 414 and 474
 Delisle Road and 1004 Tulsi Pile Road and Ward Nos. 2010 & 2012
 and 8018H and Street Nos. 1005 & 1008 and 1008B Delisle Road.
 And all which said lands along with the lands described in --
 the second schedule hereto are delineated on the plan as thereof
 hereto annexed and thereon surrounded by a black coloured
 boundary line.

1 Collector's Rent Roll No.	2 Collector's Old Nos.	3 Collector's New Nos.	4 New Survey Nos.	5 Assessment Rs. As. Ps.	6 Area Sq. Yds.
5485	72,346, 347,395	<u>B</u> 11957	<u>1</u> 2364	1- 12- 11	4433
	78,186 304,337 312,337 642	<u>A</u> 11975 12228 12240 12280 12422 & 12625	<u>1-5-7-2</u> 2862		
5497	86,161, 152,161	11990 12441	<u>1A-3-4</u> 2867		
5498	162,412	<u>A</u> 11990	1/2868		
5524 etc.,	185,186, 290,307	<u>A</u> 12129	<u>1-1</u> 2863	4- 9- 9	7216
5514	133,416 439,349	12056	<u>1-2</u> 2915	2- 1- 5	2895
5516	133,134, 173,187, 312,325, 173,312, 325.	<u>A</u> 12057 12064, 12107, 12108	<u>1</u> 2866	2- 9- 0	3161
	133,379 398,414	<u>A</u> 12061	<u>1</u> 2857		
5528	195,263, 419	<u>B</u> 12141	<u>1</u> 2914	1- 4- 0	3201

formerly of Bhowram Raghoba and now of the said Shree Nivas -- Cotton Mills Ltd. and which said premises bear Cadastral Survey -- No.447 of Lower Panel Division and municipal Ward 18Q Nos.1999(B) @ 2007A, 2007B, and 2008 and Street Nos.995A, 996, 414 and 474 Delisle Road and 1004 Tulsi Pipe Road and Ward Nos.2010 @ 2012 and 2012B and Street Nos.1006 @ 1008 and 1008B Delisle Road. And all which said lands along with the lands described in -- the second schedule hereto are delineated on the plan as thereof hereto annexed and thereon surrounded by a black coloured boundary line.

1 Collector's Rent Roll No.	2 Collector's Old Nos.	3 Collector's New Nos.	4 New Survey Nos.	5 Assessment Rs. As. Ps.	6 Area Sq. Yds.
5485	73,346, 347,395	<u>B</u> 11967	<u>1</u> 2864	1- 13-11	4483
	78,185 304,337 312,387 642	<u>A</u> 11975 12328 12340 12380 12423 & 12625	<u>1-5-7-8</u> 2862		
5497	36,151, 153,161	11990 12441	<u>1A-3-4</u> 2867		
5498	162,412	<u>A</u> 11990	1/2868		
5524 etc.,	185,186, 290,307	<u>A</u> 12129	<u>1-1</u> 2863	4- 9- 9	7216
5514	133,415 439,349	12056	<u>1-2</u> 2915	2- 1- 5	2895
5516	133,134, 173,187, 312,325, 173,312, 325.	<u>A</u> 12057 12064, 12107, 12108	<u>1</u> 2866	2- 9- 0	3161
	133,379 398,414	<u>A</u> 12061	<u>1</u> 2857		
5528	195,263, 419	<u>B</u> 12141	<u>1</u> 2914	1- 4- 0	3201

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collector's Rent Roll. No.	collector's Old Nos.	Collector's NEW Nos.	New Survey Nos.	Assessment Rs. As. Ps.	Area
	264,284 285,287	A 12259	2 2869		
	304,324, 337	A1 12330	3 & 6 2862		
	388,692, 693	A 12425	2 2862		
5612	398	12426	1 2865	1- 5- 8	4956
			4 2862		
5613	392	12430	2 2863	3- 0- 3	4179
	414	A 12448	2A 2868		
A/5524 etc.,		A 12129 etc.	A 2808 etc.	1-10- 6	2595

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of partly redeemed Foras -
 tenure containing by admeasurement 5270 square yards or -- --
 thereabouts situate on Tulsi Pipe Road off Fergusson Road, --
 Parel, in the City of Bombay and forming part of a larger --
 piece of land described in the first schedule hereto and ---
 bounded on the East by the Tulsi Pipe Line Road on the North --
 and West by the property belonging to the Vendor Company and --
 on the South and West by the property formerly of the -- --
 Presidency Mills Company Limited and now of the Hirjee Mills --
 Ld. and which piece of land hereby granted conveyed released --
 bears Cadastral Survey No. 447 ~~is~~ part of Lower Parel Division
 and which said premises are delineated on the said plan hereto
 annexed and thereon surrounded by a red coloured boundary line.

Correct C. S. No. as intimated by the
 Collector of Bombay is 1/447 of Division Lower Parel
 Dated 28-6-46
 J. Sub-Registrar of Bombay.

THE THIRD SCHEDULE ABOVE REFERRED TO:

1. Conveyance dated 2nd October 1880 Ramji Dharmu and -- --
 Gunia Dharmu to Senwar Jiwanraut.

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2. Agreement dated 13th February 1888 Senwar Jiwanraut to Raghunath Narayan Khote.
3. Certified copy of Battaki dated 15th February 1888.
4. Conveyance dated 16th August 1888 Seenwar Jeewan Rawat - to the Lord Reay Manufacturing Co.Ltd.,
5. Agreement dated 13th February 1888 Khoja Cassam Mahomed to Raghunath Narayan Khote.
6. Copy of Conveyance dated 16th October 1884 Bhertholomio D'Silva and others to Ganpatrao Prabhaker Pitale.
7. Copy of letters of Administration dated 28th October -- 1863 granted to Rosa maria D'Silva widow of Gasper -- D'Silva.
8. Copy of Release dated 14th October 1884 Rose Anthon -- Valles and others to Barthelomio D' Silva and others.
9. ~~dated 16th October 1888.~~ Copy of Declaration of Barthelomio D'Silva and others dated 16th October 1888.
10. Copy of Battaki dated 2nd April 1884.
11. Form of Notice of Transfer under S.30 of Bombay Act No. II of 1876.
12. Conveyance dated 10th August 1888 Ganpatrao Prabhaker -- Pitale to Cassam Mahomed.
13. Conveyance dated 19th October 1888 Cassam Mahomed to -- The Lord Reay Manufacturing Co.Ltd.,
14. Agreement dated 13th February 1888 Macund Arjun Dhuru-- to Raghunath Narayan Khote.
15. Plan.
16. Conveyance dated 16th May 1888 Mingla Dewal Vaity and others to Macund Arjun Dhuru.
17. Agreement in Marathi dated 7th January 1888 Mingla -- Dewal Vaity and others to Macund Arjun Dhuru.
18. Conveyance dated 16th May 1888 Macund Arjun Dhuru to -- The Lord Reay Manufacturing Co.Ltd.,
19. Agreement dated 1st February 1888 F.J. Quiny to -- Raghunath Narayan Khote.
20. Conveyance dated 31st May 1886 John Manuel Pereira -- to

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to
to Ramchandra C. Naikwa.

21. Conveyance dated 17th May 1888 Ramchandra C. Naikwa to the Lord Reay Manufacturing Co. Ltd.,
22. Agreement dated 21st October 1893 The Lord Reay Manufacturing Co. Ltd., to Goverdhandas Purmanandas and another.
23. Mortgage dated 22nd September 1890 Lord Reay/^{Manufacturing} Mfg. Co. Ltd., to Purmanand Jeewandas.
24. Transfer of Mortgage dated 23rd September 1895 Anandrao Vinayak to Lalbhai Dalpathbhai.
25. Agreement dated 23rd September 1895 The Lord Reay Manufacturing Co. Ltd., to Lalbhai Dalpathbhai.
26. Re-Conveyance dated 31st August 1899 Lalbhai Dalpathbhai to Lord Reay Manufacturing Co. Ltd.,
27. Copy of Deed of Trust dated 1st June 1897 The Lord Reay Manufacturing Co. Ltd. to Manibhai Premabhai Hemabhai - Esq. & others.
28. Certified copy of Deed of Appointment of new Trustees -- dated 19th July 1900.
29. Certified copy of Battaki dated 16th December 1905.
30. Conveyance dated 8th April 1905 The Lord Reay Manufacturing Co. Ltd., to Mansukhbhai Bhagubhai.
31. Copy of Gujarati Will of Seth Mansukhbhai Bhagubhai dated 2nd November 1904.
32. Conveyance dated 14th February 1920 Manecklal Mansukhbhai to the Bombay Industrial Mills Co. Ltd.,
33. Trust Deed dated 29th March 1922 The Bombay Industrial Mills Ltd., to Vadilal Sarabhai and others with certificate of Registration of Mortgage dated 13th April 1922.
34. Articles of Agreement between Dossabhoj Maganlal and The Bombay Industrial Mills Co. Ltd., dated 31-3-30.
35. Deed of Modification supplementary to the original Trust -- Deed dated 24-9-30.
36. Appointment of new Trustees, dated 12th September 1930 -- dated 12-9-30.

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37. Agreement Dossabhai Maganlal and The Bombay Industrial -- Mills dated 31st March 1930.
38. Dossabhai Maganlal and others to Sir Joseph Kay and another-- appointment of new Trustees dated 4-2-33.
39. Supplementary Agreement for extending time ^{of} repayment of Debentures dated 3rd March 1937.
40. Deed of Further Modification dated 29th March 1934.
41. Agreement to extend time for repayment of debentures -- dated 11th April 1935.
42. Duplicate agreement to extend time for repayment of Debentures dated 17th February 1940.
43. Duplicate Lease dated 20-6-1934 from the Company to The Empire Dyeing and Manufacturing Co.Ltd.,
44. Duplicate Deed dated 19-3-1935 Supplemental to the Lease dated 20-6-1934.
45. Original Supplemental Agreement for extending time -- dated 29th July 1943 between The Bombay Industrial Mills Co.Ltd. and Sir Joseph Aspden Kay Kt. and Another.
46. Duplicate of above document.
47. Extract from the Cadastral Survey Map of the Town and -- Island of Bombay Cadastral Survey No.447.
48. Conveyance dated 15th March 1944 The Bombay Industrial Mills Co.Ltd., to The Empire Dyeing & Manufacturing Co. Ltd.,

W.
P.M.L.
R

THE COMMON SEAL OF THE EMPIRE)
 DYEING AND MANUFACTURING ---)
 COMPANY LIMITED was hereunto)
 affixed in the presence of)
 W. L. A. Hadcliffe and)
 Jansukbrai K. Karandikar)
 two of the Directors of the)
 said company.)



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SIGNED by the said *W. H. Bradly*
 and *Tanulchri Kowalik* the
 two directors and countersignat
 by W.H. Brady & Co. Ltd. the
 Managing Agents of the Tender
 Company in the presence of ----

Tanulchri Kowalik
 Director

W. H. Bradly
 Director, Bombay

FOR & ON BEHALF OF
 W. H. BRADY & CO. LIMITED
W. H. Bradly
 Managing Agents

RECEIVED on the day and year first above
 written of and from the Brady Engineering Co. Ltd.
 the sum of Rs. 141985-8-4 which together with the
 sum of Rs. 10,000/- received on the 23rd day of
 March 1946 makes together the sum of Rs. 151985-8-4
 being the full consideration money therein expressed
 to be by the said Company paid to us.

Witnesses:

We say received.

W. H. Bradly

For and on behalf of the Engine Designing
 and Manufacturing Company Limited.

W. H. Bradly

Tanulchri Kowalik

FOR & ON BEHALF OF
 W. H. BRADY & CO. LIMITED
W. H. Bradly
 Managing Agents