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Serial No. 1098

Presented at the office of the Sub-Registrar of Bombay between the hours of 1 P. M. and 2 P. M. on the 26th February 1951 ~~at~~ *Samrat Ram - more* Director of Shree Mahaluxmi Woollen Mills, Limited -

GENERAL STAMP OFFICE

Bombay, 14th February 1951

RECEIVED from *M/S Motichand & Anandadas Sidas, M.ber.* (stamp duty Rupees (56997/-) *fifty six thousand nine hundred and ninety seven only.* CERTIFIED under Sec. 32 of Act No. II of 1899 that the full stamp duty Rupees (56997/-) *fifty six thousand nine hundred and ninety seven only.* with which this instrument is chargeable has been paid.

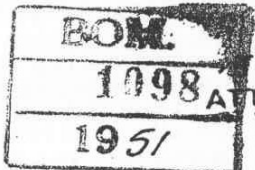
Motichand
Sub-Registrar



M. S. Motichand
COLLECTOR.

Received fees for:-

Registration Rs. 2385-0-0
Photographing (Pages 14) " 5-4-0
Postage " 1-3-0
Total Rs. 2391-7-0



RUE COPY ATTESTED BY ME
R. R. Sharma

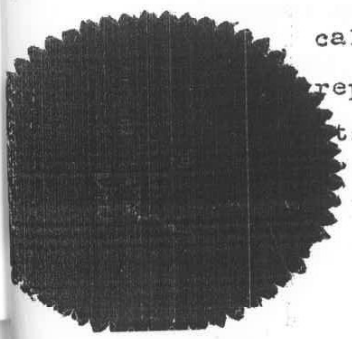
R. R. SHARMA

B.Sc. (Hon.) LL.B.
ADVOCATE HIGH COURT & NOTARY, GOVT. OF INDIA
FLAT No. 2, C-WING, BLDG. No. 2 SHREE SAI COMPLEX CHS. BANDOC WALA COMPOUND, OPP. S.T. BUS DEP (SAYANI ROAD, MUMBAI 400 025)



Motichand
Sub-Registrar

THIS INDENTURE made at Bombay this 14th day of February 1951 Between THE SIR SHAPURJI BROACHA MILLS LIMITED a Company registered under the Indian Companies Act of 1913 and having its registered office at Bombay hereinafter called the Assignor (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part and RAMSAHAIMULL MORE LIMITED a Company registered under the Indian Companies Act 1913 and having its registered office at 5 Clive Road, Calcutta, hereinafter called the Confirming Party of the Second Part and SHREE MAHALUXMI WOOLEN MILLS LTD. a Company registered under the Indian Companies Act VII of 1913 and having its registered office in Bombay hereinafter called the Assignee (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the third part WHEREAS



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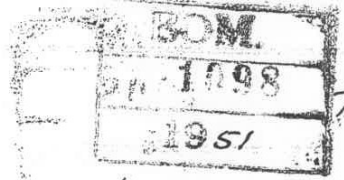
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the Assignor is entitled to and possessed of all those pieces or parcels of leasehold land situate lying and being at Haines Road in the City and Island and the registration Sub-District of Bombay and admeasuring 22410 square yards or thereabouts and described in the second schedule hereunder written, which are held under the two leases, one lease bearing date the 1st April 1936 and registered under No. 3012 at pages 1 to 17 of Book No. 1 on 5/10/1936 and executed by the Bombay Municipality in favour of the Assignor; for the pieces of land admeasuring 2972 square yards and 21 square yards or thereabouts for the term of 50 years from 3/3/1932 and the other lease bearing date the 12th August 1939 and registered under No. 4469 of Book No. 1 on 3/10/1939 and executed by the Governor of Bombay in favour of the Assignor for the piece of land admeasuring 27577 square yards or thereabouts for the term of 50 years and forming part of pieces or parcels of leasehold land hereditaments and premises firstly, secondly and thirdly described in the first Schedule hereunder written TOGETHER WITH the buildings, chawls, structures, factories, offices, godowns, sheds and structures appurtenant thereto free from all incumbrances and claims AND WHEREAS the Assignor hath agreed with the Confirming party for sale to the Confirming Party of the said leasehold pieces of land hereditaments and premises described in the second schedule hereunder written for the residues now unexpired of the said terms of 50 years and 50 years at or for the price of Rs.950000/- AND WHEREAS the Confirming Party hath paid to the





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Assignor the aggregate sum of Rs.4,00,000/- on account and in part payment of the said sum of Rs.9,50,000/- AND WHEREAS the Confirming party hath since agreed to sell the said leasehold pieces of land hereditaments and premises to the Assignee at or for the said price of Rs.9,50,000/- AND WHEREAS the Confirming Party hath (by its being party to and executing these presents) request-ed the assignor to execute an Assignment in respect of the said pieces of leasehold land hereditaments and premises described in the second schedule hereunder written which the Assignor hath agreed to do in the manner hereinafter appearing AND WHEREAS by his letter dated 12th February 1951 bearing No. L.N.D. 1306, the Collector of Bombay has stated that the Government of Bombay have been pleased to sanction the Sub Division of C. S. No. 66 of Lower Parel Division subject to the conditions therein mentioned NOW THIS INDENTURE -- WITNESSETH that in pursuance of the said agreements and in consideration of the aggregate sum of Rs.400000/- (Rupees Four Lacs) paid by the Confirming Party to the Assignor as aforesaid and the sum of Rs.5,50,000/- (Rupees five lacs and fifty thousand) paid by the Assignee to to the Assignor at the request of the Confirming Party (the payment and receipt of the said sums of Rs.4,00,000/- and Rs.5,50,000/- aggregating to Rs.9,50,000/- (Rupees nine lacs and fifty thousand) the Assignor doth hereby admit and acknowledge and of and from the same doth hereby acquit release and discharge the Assignee and the Confirming party) and in further consideration of the sum of Rs.4,00,000/- (four lacs) paid to the Confirm-ing party by the Assignee in repayment of the said amount of Rs.4,00,000/- (four lacs) paid by the Confirm-ing party to the Assignor as aforesaid (the payment and receipt whereof the Confirming Party doth hereby admit and acknowledge and of and from the same and -



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every part thereof doth forever acquit release and discharge the Assignee) it the Assignor doth at the request and by the direction of the Confirming Party hereby assign transfer and assure and the Confirming Party doth hereby confirm and assure unto the Assignee ALL THOSE pieces of leasehold land hereditaments and premises situate lying and being at Haines Road in the City and Island of Bombay and registration Sub-District of Bombay admeasuring 22410 square yards and described in the second schedule hereunder written which form part of the pieces of land hereditaments and premises firstly, secondly and thirdly described in the first schedule hereunder written and which are comprised and demised by the said Indenture of Lease bearing date the 1st day of April 1936 and made between the Bombay Municipality of the one part and the Assignor of the other part and the said Indenture of Lease bearing date the 12th day of August 1939 and made between the Governor of Bombay of the one part and the Assignor of the other part with the buildings, chawls, factories, offices, godowns structures shed and other structures appurtenant to the Woolen Mills known as Indian Woolen Mills and delineated on the plan hereto annexed and therein surrounded by boundary lines coloured red (hereinafter for brevity's sake called the said premises) AND also together with all and singular the houses out-houses, edifices, buildings, courts, yards, arears, ways, wells compounds, paths, passages, waters, water-courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, --





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rights, members and appurtenances whatsoever to the said premises belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held used, occupied or engaged or reputed or known as part of member thereof or be appurtenant thereto And also together with the benefit for the covenant for renewal contained in the said two leases dated 1/4/1936 and 12/8/1939 And further together with the deeds, documents, writings, vouchers and other evidences of title relating to the said premises or any part thereof And also together with the benefit of the provision contained in the said lease dated 12th August 1939 giving liberty ~~to the~~ to the Assignors at any time to build over the Municipal drain referred to therein but in doing so, to leave a free water-way of not less than ten feet wide between the supports of any erection so built over and the benefit of right of way and with the benefit of the covenants for renewals of the said leases for the further periods of 50 years and 50 years contained in the said leases dated 1st April 1936 and 12th August 1939 respectively AND ALL THE ESTATE right title interest claim and demand whatsoever of the Assignor and the Confirming Party in to and upon the said premises and every part thereof TO HAVE AND TO HOLD the said premises hereby assigned confirmed and assured or expressed so to be unto the Assignee for all the residues now unexpired of the terms granted by and subject to the rents reserved by and the covenants and conditions in the said Indentures of Leases dated the 1st day of April 1936 and the 12th day of August 1939

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contained and which henceforth on the part of the lessee, its successors and assigns ought to be observed and performed AND the Assignor doth hereby covenant with the Assignee that notwithstanding any act deed matter or thing by the Assignor done or executed or knowingly or willingly suffered to the contrary the hereinbefore recited Indentures of Leases dated the 1st day of April 1936 and the 12th day of August 1939 are now good and effectual leases in the law of the said premises hereby assigned confirmed or expressed so to be and have not been forfeited or surrendered or become void or voidable And that the rents, covenants, and conditions by and in the said Indentures of Leases reserved and contained have, on the lessees part been duly paid observed and performed upto the date of these presents AND that notwithstanding any such act deed matter or thing as aforesaid the Assignor now hath in itself good right full power and absolute authority to assign the said premises unto the Assignee for the residues now unexpired of the terms granted by the said respective Indentures of Leases and in manner aforesaid AND THAT the Assignee shall and may at all times hereafter during the terms now unexpired of the respective terms granted by the said leases peaceably and quietly possess and enjoy the said premises and receive the rents and profits thereof without any lawful eviction claim or demand whatsoever from or by the Assignor or any person or persons lawfully or equitably claiming from under or in trust for it or them AND THAT free from all incumbrances whatsoever





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made occasioned or suffered by the Assignor or by any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Assignor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part or parts thereof from under or in trust for the Assignor shall and will from time to time and at all times hereafter during the residues now unexpired of the terms granted by the said Leases at the request and costs of the Assignee do and execute or cause to be done and executed all such further acts, deeds, matters and things whatsoever for further and more perfectly assuring the said premises for the unexpired residues of the said terms granted by the said leases as shall or may be reasonably required AND the Confirming Party doth hereby covenant with the Assignee that it the Confirming Party hath not at any time done or knowingly or willingly suffered or been party or privy to act deed matter or thing whereby it is prevented from confirming and assuring the said premises in manner aforesaid or whereby the same or any part thereof are is or may be in anywise encumbered or affected in title estate or otherwise howsoever AND the Assignee doth hereby covenant with the Assignor that it the Assignee will at all times hereafter during the residues now unexpired of the terms hereby granted by the said Indentures of Leases pay the rents reserved by the said respective Indentures of Leases and observe and perform all the covenants and conditions contained in the same Indentures and henceforth on the part of the Lessee its

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successors and assigns to be observed and performed and will at all times hereafter keep indemnified the Assignor and its estates and effects from and against the payment of the said rents and the observance and performance of the covenants and conditions and all actions claims and demands whatsoever for or on account of the same in any wise relating thereto.

IN WITNESS WHEREOF the Common Seals of the parties hereto respectively, have been hereunto affixed the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:-



ALL THOSE pieces of land, hereditaments premises situate lying and being at Haines Road in the City and Island of Bombay in the Registration Sub-District of Bombay admeasuring 22,486 square yards, forming part of the pieces of land hereditaments and premises Firstly and Secondly and Thirdly described hereunder and having the Collectors numbers as under:-

FIRSTLY:- ALL THAT piece of land situate near the Haines Road, in the City and Registration Sub-District of Bombay, containing 27,577 square yards by admeasurement, whereof 1,214 square yards forms a half part or moiety of the private road from Haines Road to the Northern extremity and which said piece of land is bounded on or towards the North by the B. B. & C. I. Railway Loco and Carriage Depot Yard, on or towards the South by other land demised to the Vendors on the East by the B. B. & C. I. Railway Stores Yard and on or towards the West by other land demised to the Vendors and --



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registered in the Books of Collector of Bombay under Rent Roll No. 845 (part) and bears Cadastral Survey No. 66 of the Lower Parel Division.

SECONDLY:- ALL THAT piece of land containing an area of 2972 square yards or thereabouts situate on and being a portion of Plots 1(a) and 1(k) of the land of the Municipal Corporation for the City of Bombay known as "Flats" in the City and Island and Sub-Registration District of Bombay bounded on the North-East by the property of the Bombay Baroda and Central India Railway, on the South-East by the property of the Vendors known as the Indian Woolen Mills and on the South-West and the North-West of the Municipal Corporation of Bombay which piece of land forms portions of New Survey No. 2/2725 and cadastral Survey No. 66 (part) of Lower Parel Division together with the buildings thereon consisting of a Ground floor only which said premises are now in the occupation of the Vendors and are assessed by the Assessor and Collector of Municipal Rates and Taxes and under G Ward No. 1004 (4A) part and Street No. 9 ac. part.



THIRDLY:- ALL THAT piece of land containing an area of 21 square yards or thereabouts situate on and being a portion of Plots 1(a) and 1(k) of the lands of the Municipal Corporation for the City of Bombay known as the "Flats" in the City and Island and Sub-Registration District of Bombay, bounded on the South-East by the tank owned by the Vendors and on the South-West and North-West by the property of the Municipal Corporation

7. Collect C. S. No. 66 of Division
Collector of Bombay 11/66 of Division
Dated 4-7-1951

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Sub-Registrar of Bombay.

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for the City of Bombay, which piece of land forms por-
-tion of New Survey No. 2/2725 No. 2/2725 and Cadastral
Survey No. 66 of Lower Parel Division which said premis-
-es are now in the occupation of the Vendors and are
assessed by the Assessor and Collector of Municipal
Rates and Taxes under G Ward No. 1004 (4) part and
Street No. 9 C part.

THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THOSE pieces or parcels of land situated at
Haines Road in the City and Island and Registration
Sub-District of Bombay and admeasuring 22410 square
yards or thereabouts and bearing Cadastral Survey Number
66 (part) of Lower Parel Division and assessed by the
Assessor and Collector of Municipal Rates and Taxes
under G Ward bearing Nos. 1004(1) (1A) and Street Nos.
475E Together with the buildings, chawls, structures,
factories, offices, godowns, sheds and other structures
appurtenant thereto to the WOOLEN MILLS and bounded as
follows, that is to say, on the East by the properties
bearing Cadastral Survey No. 43, on the West by the
property bearing C. S. No. 66(part) on the North by
the properties bearing C.S. No. 69 and on the South
by the passage.



The Common Seal of The SIR)
SHAPURJI BROACHA MILLS LTD.)
hath been hereunto affixed)
in the presence of *S. S. Chordia*.

S. S. Chordia
Director.

Witness: *Tanubhai D. Desai*
Solicitor, Bombay
Manilal Kharilal



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The Common Seal of RAMSAHAI-)
-MULL MORE LIMITED hath been)
hereunto affixed in the)
presence of)



Witness:
Tambhai D. Desai, Solicitor, Bombay
Nandlal Ma
Director.
Constituted Attorney.

The Common Seal of SHREE)
MAHALUXMI WOOLEN MILLS)
LIMITED hath been hereunto)
affixed in the presence of))

Sauwal Ram Mne
Director

and Director. Sauwal Ram Mne
Witnessed by Nandlal Ma For Bharat-woolen Agency Ltd.
Tambhai D. Desai, Solicitor, Bombay
RECEIVED the day and year first herein-)
-above written of and from the withinnamed)
Assignee the sum of Rs.5,50,000/- (Rupees five)
lacs and fifty thousand) which with the sum)
of Rs.4,00,000/- (Rupees four lacs) received)
from the Confirming Party, makes together)
the sum of Rs.9,50,000/- (Rupees Nine lacs &)
fifty thousand) being the full consideration)Rs.9,50,000/-.
money to be paid to us. ...)

WITNESSES:

Tambhai D. Desai
Solicitor, Bombay
Nandlal Ma

WE SAY RECEIVED:

For Sir Shapriji Pyawala Mills Ltd
Mn. A. S. Sai
Director.

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RECEIVED the day and year first herein-)
-above written of and from the withinnamed)
Assignee the sum of Rs.4,00,000/- (Rupees -)
Four lacs) being the full consideration to)Rs.4,00,000/-.
be paid by the Assignee to us as within)
mentioned. ...)

WITNESSES:

WE SAY RECEIVED:

Tambrai D. D. ...
for Ramachandran ...
Nandall more
constituted attorney
Herilal ...



(1) Kunjiberalal Chordia
30 merchant off Melbourn
Ridge Rd, as Director of
Sri Shapuri Broach Mills.
Hd (2) Sri Jawahar More
27 merchant Marine Drive
as Director of Sri Maheshwari
Woolen Mills. Hd (3) Sri -
Nandall More, 28 merchant
Behulneth Rd, for Agent
Woolen Agents Ltd. (mg. Agents
of Sri Maheshwari Woolen
Mills. Hd in all funds, executing
particulars admit execution &
identify the seals of the mills

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- (1) Shri Chaudhri
 - (2) Samrat Ram nurl
 - (3) Nandam

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Shri Mangaldas S. Karkhel, aka
 Stays. Motichand & Dewdas
 Sols. Jameswealy

THE SUB-REGISTRAR STATES THAT HE KNOWS THE ABOVE ORIGINALLY AND

Number 24-2-1951 Mangalcha Hand

Whistle
 Sub-Registrar



Registered No. 1098 of Book No. 1

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Case 9th July 1951 Sub-Registrar Bombay

exercising all the powers of a Registrar except that of ~~issuing notices~~

Registered in the books of the ~~Municipal Corporation of the City~~
 Municipal Corporation of ^{Greater} ~~the City~~
 Bombay under No. 380
 Dated 30th November 1951

W. S. ...
 Estate Agent & Land Manager

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