

1936.

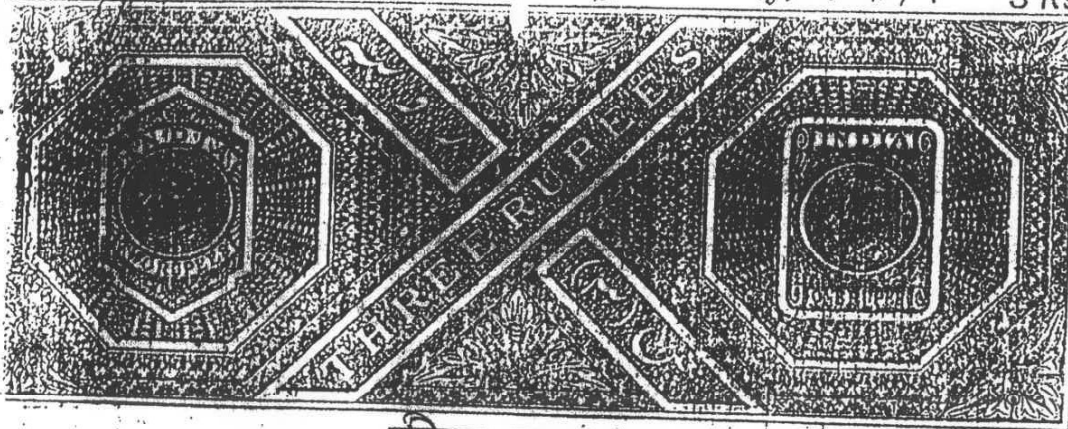
Indenture Between The Municipal Corporation,  
Of Bombay and Municipal Commissioner of  
Bombay.

1503

Bombay Province

7/11/36

3 Rs.



### तीन रुपया

1503 GENERAL STAMP OFFICE;

104

*11/11/36*

*[Handwritten signatures]*

Serial No. 3012.

Presented at the office of the Sub Registrar of Bombay between the hours of 1 P.M. and 2 P.M. on the 29th June 1936.

sd/ N.A.Lala. Constituted attorney for the Municipal Corporation for the the City of Bombay.

sd/-S.M.Parikh. Sub-Registrar.

Received fees for:-

Registration	Rs.22- 8- 0
Copying (Folios )	" -----
Do. Endorsements:-	" -----
Photographing	" 5-10- 0
(Pages (a) 10 x 5	" -----
(b) 1 x 2 x 5)	" -----
Postage (&Dupl.)	" 1- 6- 0
<b>Total</b>	<b>Rs.29-8- 0</b>

sd/-S.M.Parikh. Sub-Registrar.

Stamp  
Rs.9/-  
6-2-36.  
sd/GTK.

GENERAL STAMP OFFICE.

Bombay 15th May 1936.

Received from Messrs: Payne and Co., Solicitors, Bombay insufficient stamp duty Rupees (67-8-0) Sixty seven and annas eight only.

Certified under Section 42 of Act No.11 of 1899 that the proper stamp duty Rupees (76-8-0) Seventy six and annas eight only has been paid in respect of this instrument.

sd/Gajanan T.Karnik. COLLECTOR.

This Indenture made the First day of April in the Christian year one thousand nine hundred and Thirty-six Between THE MUNICIPAL CORPORATION OF THE CITY OF BOMBAY

municipal Act 1888 (hereinafter referred to as "The Corporation" in which expression are included unless such inclusion is inconsistent with the context their Successors and Assigns) of the first part---  
 ON HOPE TAUNTON B.A., I.C.S., Municipal Commissioner for the city of Bombay (hereinafter referred to as "The Commissioner" in which expression are included unless such inclusion is inconsistent with the context his Successor or Successors for the time being holding said office of Municipal Commissioner) of the second part and---  
 SIR SHAPURJI BROACHA MILLS LTD., a joint stock Company registered under the Indian Companies Act VII of 1913 and having its registered office at Delisle Road Parel in the said city (hereinafter---  
~~referred to as "The Lessee"~~  
 referred to as "the Lessee" in which expression are included unless such inclusion is inconsistent with the context its Successors and Assigns) of the third part WITNESSETH that in consideration of the sum of Rupees Four thousand one hundred and eighty paid by the Lessee to the Trustees for the Improvement of the city of Bombay a Corporation constituted by the City of Bombay Improvement Trust Transfer Act XVI of 1925 the predecessors in title of the Corporation (hereinafter referred to as "The Board") in whom the premises more particularly firstly and secondly hereinafter described and intended to be hereby demised had become vested pursuant to the said Act XVI of 1925 which said sum of Rupees Four thousand one hundred and eighty together with the said premises has now become vested in the

Corporation pursuant to the city of Bombay Municipal (Amendment) Act 1933 (the receipt of which said sum of Rupees four thousand one hundred and eighty is hereby acknowledged) and in consideration of the money which have been expended in the eviction of the buildings hereinafter mentioned and of the rent and lessee's covenants hereinafter reserved and contained THE CORPORATION DO HEREBY DEMISE and THE COMMISSIONER pursuant to the powers in that behalf conferred upon him by law HER CONFIRMS unto the Lessee FIRST ALL THAT piece of land containing an area of Two thousand nine hundred and seventy two square yards or thereabouts situate on and being a portion of Plots 1(a) and 1(k) of the former of the Board and now of the Corporation known as the "Flat" 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 Lessee known as the Indian Wollen Mills and on the South West and the North West by the property formerly of the Board and now of the Corporation which piece of land forms portions of New Survey No. 2/2725 and Cadastral Survey No. 69 Lower Parel Division, and is with the dimensions and abutments thereon delineated on the plan hereto annexed being thereon coloured pink and green and surrounded by a red boundary line TOGETHER with the buildings thereon consisting of a ground floor only WHICH said premises are now in the occupation of the Lessee and are assessed by the Assessor Collector of Municipal Rates and Taxes under G. Ward No. 1004 (4a) part and Street No. 9 as part AND SECONDLY ALL THAT PIECE OF land containing an area of Two thousand nine hundred and seventy two square yards or thereabouts situate on and being a portion of Plots 1(a) and 1(k) of the former of the Board and now of the Corporation known as the "Flat" 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 Lessee known as the Indian Wollen Mills and on the South West and the North West by the property formerly of the Board and now of the Corporation which piece of land forms portions of New Survey No. 2/2725 and Cadastral Survey No. 69 Lower Parel Division, and is with the dimensions and abutments thereon delineated on the plan hereto annexed being thereon coloured pink and green and surrounded by a red boundary line TOGETHER with the buildings thereon consisting of a ground floor only WHICH said premises are now in the occupation of the Lessee and are assessed by the Assessor Collector of Municipal Rates and Taxes under G. Ward No. 1004 (4a) part and Street No. 9 as part

Dated 9-9-'30. ad/ S.M. Parikh.  
 Sub-Registrar of Bombay.

4

(15)

tion of Plots 1(a) and 1(k) of the lands formerly of the Board  
 low of the Corporation known as the "Flats" in the city and Is--  
 and Sub Registration District of Bombay bounded on the ----  
 East by the tank owned by the Lessee and on the South West and  
 West by the property formerly of the Board and now of the ----  
 ration which piece of land forms portions of New Survey No. ---  
 5 and Cadastral Survey No. 69 Lower Parel Division and is with  
 imensions and abutments thereof delineated on the plan hereto---  
 ed being thereon coloured blue and surrounded by a red boundary  
 which said premises are now in the occupation of the Lessee and  
 assessed by the Assessor and Collector of Municipal Rates and--  
 under G. Ward No. 1004 (4) part and Street No. 9 c part AND] this-  
 e is subject to all rights of way drainage and other easements  
 in any person is entitled to over, in or under the premises-----  
 LD the said two pieces of land more particularly firstly and---  
 dly hereinbefore described and hereby demised unto the Lessee--  
 the third day of March One thousand nine hundred and thirty two  
 the term of fifty years PAYING therefor during the first twenty-  
 years of the said term that is from the Third day of March One-  
 and nine hundred and thirty two to the Second day of March One-  
 and nine hundred and fifty seven the yearly rent of Rupees----  
 hundred and forty and during the remainder of the said term the  
 y rent of Rupees Six hundred and twenty eight to be paid in----  
 ce without any deduction by equal quarterly payments on the first  
 of the third month of each year.



May the Fourth day of August the Fourth day of November and the Fourth day of February in each year. AND ALSO in case of the determination of the said term during any quarter before the rent for that quarter has been paid then PAYING a proportionate part of the quarter's rent in respect of the portion of the quarter elapsed at the time of such determination AND UPON condition of the performance of the covenants on the part of the lessee hereinafter contained AND THE LESSEE so as to bind its Assigns as well as itself and its Successors BOTH HEREBY COVENANT with the Commissioner on behalf of the Corporation as follows:-

1. DURING the said term to pay the rent hereinbefore reserved upon the day aforesaid AND ALSO to pay all rates taxes charges outgoings and assessments whatsoever except Collector's Bill for ground rent which now are or may at any time hereafter during the said term be charged on the premises more particularly first and secondly hereinbefore described and hereby demised or either of them or on the landlord or tenant of the same in respect thereof-

2. NOT to use or permit to be used such portions of the lands more particularly first and secondly hereinbefore described and hereby demised or either of them as shall for the time being be unbuilt upon for any purpose whatsoever other than as garden or open space without the previous consent in writing of the Commissioner AND not to place or store or permit to be placed or stored upon the lands for the time being unbuilt upon or any part thereof any articles or things whatsoever which shall interfere with the use of such lands as aforesaid in the event of any dispute arising as to whether...

20

an interference or not the decision of the City Engineer of the Corporation for the time being or of any other person for the time being authorised by the Corporation or the Commissioner to perform the functions of the City Engineer under these presents (all of whom hereinafter referred to as "The City Engineer") shall be <sup>(final)</sup> ~~final~~ <sup>first</sup> ~~first~~ NOT to pull down add to or alter any buildings or other erections any time on the lands more particularly first and secondly hereinafore described and hereby demised or either of them nor to erect any other erection or building on the said lands or either of them without the previous consent in writing of the Commissioner of the City Engineer.

To make maintain and keep in repair all drains sewers and gutters and leading from the premises more particularly first and secondly hereinafore described and hereby demised or either of them to the satisfaction of the Commissioner and to the like satisfaction to lead such drains into the tank owned by the Lessee and at all times during the continuance of this demise to observe and conform to all such orders of the Corporation as may be in force and to all provisions relating to drains of the said city of Bombay Municipal Act. 1938 and any legislative amendment or re-enactment thereof and the bye-laws and regulations thereunder for the time being in force.

NOT to make any excavation upon any part of the lands more particularly first and secondly hereinafore <sup>as described</sup> ~~demised~~ and hereby demised either of them nor remove any stone sand gravel clay earth or any materials

✓. ~~REPAIR~~ necessary well and substantially to uphold repairs support  
 pave clearance paint (including all usual and necessary internal and---  
 external white-washing)-and amend all the buildings walls fences -  
 sanitary conveniences and improvements now or hereafter on the lands  
 more particularly first and secondly hereinafore described and hereby  
 demised and either of them and in all respects keep the same respectively  
 in good and substantial repair and condition. AND peaceably to leave  
 and yield up the same respective premises so repaired and kept at the  
 expiration or sooner determination of the said term.

7. ~~FOR~~ WITH: to remove or cause to be removed and not at any time  
 after removal to erect fix place or display or permit to be erected  
 fixed placed or displayed or to continue and be in upon or from any  
 part of the premises more particularly first and secondly hereinafore  
 described and hereby demised or either of them or of the buildings or  
 erections for the time being on the said lands or either of them any  
 advertisement or advertisement-board or sign or anything whatever in  
 the nature of advertisement which shall have been specified in a written  
 demand of the Commissioner or the City Engineer or of some other  
 duly authorized officer served on the Lessee requiring the removal of  
 the same AND not to fix or place or permit to be fixed or placed any  
 sign-boards or ~~other-boards~~ in upon or from any portion of the said  
 buildings or erections except such as are in accordance with a pattern  
 to be approved by the city Engineer.

8. To permit the Commissioner and the city Engineer and other the  
 Officers and workmen employed by the



(22)

the premises more particularly first and secondly hereinbefore described and hereby demised or either of them to inspect the condition of the same PROVIDED NEVERTHELESS that the Commissioner shall give to the Lessee not less than eight hours previous notice of their or his intention so to do before making such entry and inspection.

To use the buildings for the time being on the lands more particularly first and secondly hereinbefore described and hereby demised for a warehouse, a bailing press, a godown, a soap factory, a pumping station, transformer station and a blacksmith shop only with necessary sanitary conveniences connected therewith AND not to use the said premises or either of them or any part thereof or permit the same to be used for any business trade occupation or purpose whatsoever except as aforesaid without the previous consent in writing of the Commissioner and not at any time to permit stables and factories workshops or workplaces other than except as aforesaid on the said lands or either of them AND in particular not to use the demised premises more particularly first and secondly hereinbefore described and hereby demised or either of them or any part thereof as a refreshment room, booth or shop for sale for consumption either on or off the demised premises or either of them of intoxicating liquors whether country or foreign and whether of retail or wholesale AND not to do or suffer to be done on the said premises or either of them or any part thereof anything which may be or become noisome, injurious or offensive to the Corporation or the owners or occupiers

10. THROUGHOUT the said term to insure and keep insured against fire all buildings now or hereafter on the lands more particularly first and secondly hereinafore described and hereby demised in three-fourths at the least of their full value in the joint names of the Corporation and the Lessee in some responsible Insurance Office approved of in writing by the Commissioner AND whenever requested to produce to the Commissioner all policies for the time being in force and the receipts for the premiums thereon for the current year AND if any building on the lands more particularly first and secondly hereinafore described and hereby demised or either of them shall be destroyed or damaged by fire then to lay out all money received under the insurance aforesaid in rebuilding or reinstating such buildings as hereinafter provided and if the money so received shall not be sufficient for that purpose to pay and make up the deficiency AND in case the said premiums or either of them shall not be kept so insured as aforesaid the Commissioner may but shall not be bound to make or renew such insurance in the name of the Corporation alone AND to pay to the Corporation on demand all sums paid by them in respect of such insurance AND in case of nonpayment thereof by the Lessee upon demand by the Commissioner the amount so due by the Lessee shall be deemed to be rent in arrear and the Corporation may distrain therefor on the demised premises.

11. WHENEVER during the said term the buildings on the lands more particularly first and secondly hereinafore described and hereby demised or either of them or any part thereof respectively shall be destroyed or damaged by fire or otherwise or by any other means whatsoever to

2  
to build reinstage and repair the same in accordance with the plans and specifications previously submitted to and approved by the Commissioner of the buildings destroyed or damaged under the direction and to the satisfaction of the Commissioner and the City Engineer and to continue pay the rent hereby reserved as if no such destruction or damage by a hurricane or otherwise had happened.

SO often as the premises more particularly first and secondly--- hereinbefore described and hereby demise or either of them or any part thereof shall by assignment or transfer or by death or by operation of law or otherwise howsoever become assigned or transferred for the whole term hereby granted to cause every deed or instrument of assignment or transfer and every Probate of a Will or Letters of Administration Decree Order Certificate or other document effecting or evidencing assignment or transfer to be left within a period of four calendar months after the date of such document and for seven days at least at the office of the Corporation for the purpose of registration in the City Registers of the Corporation PROVIDED ALWAYS that the time occupied in registering any document with the Sub Registrar of Assurances shall not be included in computing the period aforesaid AND in case the Commissioner shall deem it necessary or advisable to take legal advice on any such deed or other document on demand to pay to the Corporation all costs which the Commissioner may incur in and about the obtaining of such advice as aforesaid.-----

TO indemnify and to keep indemnified the Corporation and the Commissioner or either of them against all claims demands suits Decrees

or Awards which may be made brought or passed against the Corporation and the Commissioner or either of them in respect of any interference by the buildings erected for the time being upon the premises more particularly first and secondly hereinbefore described and hereby demised --- or either of them with any easements or amenities appertaining to the property of any person or persons adjoining or adjacent to the said demised premises PROVIDED ALWAYS and it is hereby agreed as follows:-----

(1) PROVIDED that the Lease hereby granted shall not have been removed in accordance with the proviso in that behalf hereinafter contained----

AND PROVIDED FURTHER that the Lessee shall have given to the Commissioner a notice in writing of its intention so to do at least six months prior to the expiration of the term hereby granted and shall during the said term have paid the rent hereby reserved upon the days and in manner--- aforesaid and shall have performed and observed all the covenants on the part of the Lessee and the conditions herein contained or referred to

the Lessee may during the last six months of the term hereby granted remove such buildings and tanks as may have been erected upon or under the premises more particularly first and secondly hereinbefore described

and hereby demised or either of them PROVIDED ALSO that upon any such removal of the buildings and tanks the Lessee shall at its own expense fill in and restore the said lands to the same state level and condition

as it was prior to the granting of this Lease <sup>(to)</sup> ~~(at)~~ the satisfaction of the Commissioner or the city Engineer and in the event of the lease--

failing to fill in and restore the said lands in manner aforesaid it shall be lawful for the Corporation to enter in and restore the said lands to

26

and the Lessee shall pay to the Corporation on---  
and all costs charges and expenses incurred by them by reason of---  
filling in and restoration as aforesaid and shall indemnify the---  
Corporation and the Commissioner or either of them against claims of---  
third parties in respect of such filling in and restoration as aforesaid.

IF and whenever any part of the rent hereby reserved shall be in  
arrears for a space of thirty days whether the same shall have been---  
verbally or formally demanded or not and also if and whenever there shall  
be a breach of any of the conditions or covenants on the part of the  
Lessee herein contained the Corporation may re-enter upon the premises  
and particularly first and secondly hereinbefore described and---  
hereby demised or either of them or any part of the said premises in  
whole or in part and immediately thereupon this demise and all  
rights of the Lessee hereunder shall absolutely determine.

IN all cases where the consent of the Commissioner or the city  
engineer is required to any alteration of or addition to the buildings  
or other erections on the lands more particularly first and secondly  
hereinbefore described and hereby demised or either of them or to any  
change of user of any portion thereof such consent may be given---  
on the terms of payment by the Lessee of any fine or premium or other  
sums as may be agreed between the parties.

ANY notice to be given to the Lessee under the terms of these  
provisions or in connection with the lands more particularly first and  
secondly hereinbefore described and hereby demised or either of them

to be considered as duly served if the same shall have been delivered to left for or posted addressed to the Lessee or the Agent of the Lessee or any one of the persons (should such persons be more than one) to whom such notice should otherwise be given at the usual or last known place of residence or business in Remoy of the person served or on or at any part of either of the said demised lands or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the demised lands or either of them.

(5) THE following Rules mentioned in Section 108 of the Transfer of Property Act, 1882 shall not apply to the rights and liabilities under these presents of the Corporation and the Lessee respectively namely Rules (a), (b), (c), (e), (f), (g), (h), (m), (o) and (p)

(6) NOTHING herein contained shall prevent the Corporation or their Lessees or tenants from erecting buildings close to or adjoining the boundary of the lands more particularly first and secondly hereinbefore described and hereby demised or either of them (except when the same abuts on any Road or Street) and that although such buildings may as to the demised premises more particularly first and secondly hereinbefore described or either of them obstruct light or air.

7) IF the Lessee shall be desirous of having the Lease hereby granted renewed for a further term of Fifty years and shall at least six months before the expiration of the term hereby granted give to the Corporation in writing a notice of its intention to take such renewed Lease the Corporation shall upon receiving such notice and if there shall not at the time of such request be any existing breach or non-observance of any of

28

and or referred to grant to the Lessee at the cost and expense of--  
 Lessee a fresh Lease of the premises more particularly, first and--  
 only hereinbefore described and hereby demised for a further term--  
 Fifty years from the expiration of the term hereby granted at such--  
 and upon such terms and conditions as the Corporation may then--  
 and impose including the present proviso for renewal and the-----  
 see shall on the execution of such renewed Lease execute and regis-  
 at its own expense in favour of the Corporation a Counterpart there-  
 Such Lease and counterpart shall be prepared by the Solicitors to-  
 Corporation at the cost in all respects of the Lessee.-----  
 the Commissioner on behalf of the Corporation DOETH HEREBY COVENANT  
 the Lessee that the Lessee paying the rents hereby reserved and--  
 orning and observing all the covenants and agreements hereinbefore  
 ained or referred to may hold and enjoy the premises more particu-  
 ly first and secondly hereinbefore described and hereby demised---  
 the said term without any interruption by the Corporation or--  
 person claiming under them IN WITNESS whereof the respective-----  
 on Seals of the Corporation and the Lessee have been thereunto----  
 red as provided by Law and the said Ivan Hope Taunton has hereunto  
 his hand and seal the day and year first above written.-----

Common Seal of the Municipal-  
 oration of the city of Bombay  
 hereunto affixed in the pres-  
 ce of--sd/-A. Rowjee- and-----  
 Govindlal S. Motilal- two of--  
 Members of the Standing Comm-

The Seal of the  
 Municipal Corporation  
 of the City of Bombay.

who in token of their presence have hereunto signed their names in the presence of  
sd/- J. Madkorny.  
Municipal Secretary.

Signed sealed and Delivered by, sd/- I.H. Taunton.  
the abovesaid Ivon Hope Taunton Municipal Commissioner.  
ton Municipal Commissioner  
for the city of Bombay in the presence of  
sd/- C.S. Nagal.  
sd/- M.R. Dinker.

The Common seal of the Sir Shapurji Broacha Mills Limited was hereunto affixed in pursuance of a resolution of the Board of Directors in the presence of

The Sir Shapurji Broacha Mills Limited  
Bombay.

sd/- Dinkar K. Jaji.  
sd/- M.H. Tadia. } DIRECTORS.

and  
Countersigned by Mr. A.M. Menta sd/- A.M. Menta.

as the person appointed by the Board for the purpose under Article 110

witnesses to the signature of the Directors and the signature of A.M. Menta

sd/- Jeevanadas Brajwandas, Secretary Sir, Shapurji Broacha Mills, Ltd.,  
--Bombay.

sd/- Goranadas Brajwandas, Secretary, Indian Cotton Mills, Daines Road,  
--Bombay.

Mr. Y. Lalji profession Dy. Land Manager (Parsi) age 53 residing at  
legally constituted attorney of J.H. Taunton Esquire, the Municipal  
Commissioner for the city of Bombay, executing party, admits execution  
of the Commission. He also admits execution by M/s M. K. Rawjee and others



... for the city of Bombay, executing parties as their duly-  
constituted attorney and identifies the seal of the Corporation, well-  
known to the Sub Registrar. Copies of P. of A. filed at No. 41 of-  
54 and No. 40 of 1934 respectively-----  
6-1936.

sd/-V.A.Lala-----  
sd/-S.M.Parikh-----  
Sub Registrar of Bombay.

M.D.Gaitonde (Constituted attorney of Messrs: (1) Ardesair H.-----  
ia and (2) Dinana K. Daji executing parties by-----  
cial Power of Attorney filed to-day<sup>A</sup> of 1936)-----  
eral Powers of Attorney copies filed at No. 56 and 57

pectively, Service, 47, Saraswat, Lamington rd., and known to the-  
admits execution by the above executants as Directors of Sir-----  
urji Broacna Mills Ltd., and identifies their seal.-----  
-1936.

sd/-M.D.Gaitonde-----  
sd/-S.M.Parikh-----  
Sub Registrar of Bombay.

Amocchal Mulchand Menta executing party service, 55, Jain-----  
hurst Bridge admits execution as the person appointed by the Board.

sd/-A.M.Menta-----

Diogo S. Pereira clerk to M/s Payne and Co., Sdhrs, Mazagon and--  
n to the Jt. Sub Registrar states that he knows the above execu-  
t and identifies him.-----

sd/-D.S.Pereira-----  
sd/-Y.M.Tambe-----  
Jt. Sub Registrar.-----

16-7-1936.

Registered No. 3012 of----  
-Book No. 1---

sd/- S.M.Parikh-----  
Sub Registrar-----  
Date: 9th September 1936.--

One duplicate presented---  
along with this deed under  
Serial No. 3013 is certi-  
fied under this register-  
ed number.-----

sd/-S.M.Parikh-----  
Sub-Registrar-----



31

sd/- M.S.Kami.  
Photo Registrar.  
Date 5-10-'36.

Photo Registrar  
Government Photo  
Registry  
Poona.

sd/- S.M.P.  
14-10-'36.

Typed by me:- *J. Fernandes*  
Read by me :- *Whawan*  
Compared by me:- *S. S. ...*

TRUE COPY.

No. of ... (1, 2, 3, 4)

Jt. Sub Registrar of Bombay.  
*[Signature]*



THIS COPY IS ...  
to Sir Shapurji ...  
on their application dated 20-7-48  
*[Signature]*  
232/48 Sub-Registrar