

1948

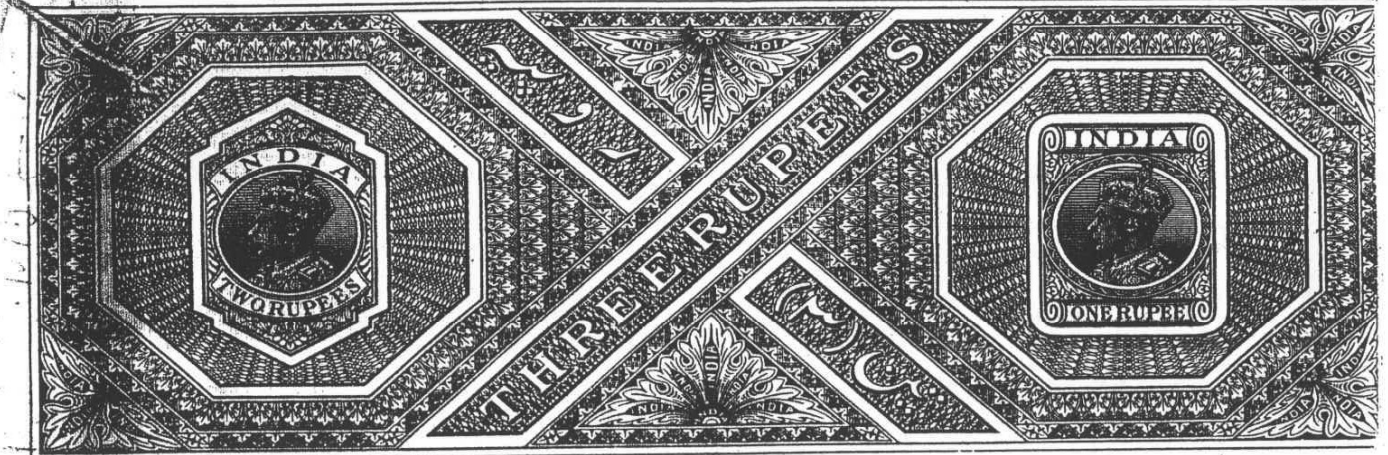
Collector of Mumbai [Bombay]
With

Sir Shapurji

Dated. 11/4/37

Bombay Province

3 Rs



तीन रुपया

999

Series 127-48

ISSUED to

Shapurji Pharsachhadkars

off. Wm. Hall

on stamped paper of Rs. 32

[Handwritten signature]

X. Plan Page No 1
Page No 2

Serial No. 4409

Presented at the office of the
Sub-Registrar of Bombay
between the hours of 1 P. M.
and 2 P. M. on the 11th day of 10/37

Duty on the original instrument
is certified on the duplicate.

Received fees from

Registration	Rs. 10-00
Photographing	5-00
(Pages 127)	5-00
Stamp	5-00
Total	Rs. 25-00

10/37 by the collector of
Bombay under no. 1111 of 10/37
of 12-3-37. C.R. should
be 12-3-37. *[Handwritten signature]*

[Handwritten signature]
Sub-Registrar

This instrument made the 11th day of August
1937, between the Government of Bombay on the one part
"the lessor" which expression shall be deemed to
include unless the context otherwise requires all legal
successors and assigns of the Government of Bombay
and Sir SHAPURJI PHARSACHHADKARS on the other part

2

Divisional Officer, ...

incorporated under the Indian Companies Act VII of 1913 and having its Registered Office at Bombay hereinafter called "the Lessee" which expression shall be deemed to include any successor or assignee of the other part with intent that in consideration of the rent and covenants herein set forth and contained and on the part of the Lessee to be paid observed and performed the Lessee doth demise and lease unto the Lessee that ✓ 2
 HLL that piece of land situated near the Hane Road in the city and Registration no District of Bombay containing 27577 square yards by agreement Whereof 1214 square yards are specifically shown on the plan hereto annexed forming a part or moiety of the private road from Hane Road to the Northern extremity and shown in burnt-sienna on the plan hereto annexed and which said piece of land is bounded on or towards the North by the B. & C. I. Railway Locomotive Carriage Depot and on or towards the South by other land demised to the Lessee on the Part of the B. & C. I. Railway stores yard and on towards the West by other land demised to the Lessee

5
0

and registered in the books of the collector of Bombay
under Rent Roll No. 5451 ^{to 11/5/1871} ~~first~~ and ~~last~~ cadastre
survey No. 66 of the Lower Porel Division and is

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Page 3 a

particularly delineated on the plan thereof here
unto annexed and therein versed and the
portion thereof consisting of the half part or
moiety of the private road aforesaid being
shown thereon in white hatched line the part
included being ~~separated~~ white. And secondly All
that piece of land situate on the south side of
Haines Road within the city and Registration
sub-district of Bombay containing by measurement
75.26 square yards whereof 4.1 square yards
distinctively shown on the plan hereto annexed
forms a ^a ~~half~~ ^a part or moiety of a private
road from Haines Road to the northern extre-
mity and shown in burnt ~~green~~ on the plan
hereto annexed and which said piece of land
is bounded on the west the north by other
land demised to the Government and on the
south by the Haines Road and the east by the
other moiety or half part of the said private
road from Haines Road on or toward the
west by the property of the Bombay Municipal
and is registered in the books of the collector
of Bombay under Rent Roll No. 5451 ~~first~~ and
bears cadastre No. 66 of the Lower Porel
Division and is particularly delineated on the

X

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Collector of Bombay and therein is a plan of the
position thereof consisting of the right of way or margin
of the private road aforesaid being shown thereon
in burnt sienna and marked white together
with in common with other owners or Occupiers
for the time being of property on either side of such
road the right of way over the whole of the
said road running ^{along the} road to the
North Eastern extremity of the said piece of land
first described and in common with others in
aforesaid full and free liberty at all times to
pass and repass over the whole of the said
road with carts carriages or otherwise to travel
and reserving unto the Lessor all mines and
minerals in and under the said premises and
any part thereof with liberty to search for and
and carry away the same minerals and to sink
all necessary pits and shafts and to erect
erect all necessary erections machinery and
and other conveniences and things for the purpose
the lessor making to the lessee reasonable
compensation for all damage occasioned by the
exercise of the liberties hereinbefore set out
To Hold the said premises except as aforesaid
unto the lessee for the term of years
from the 1st day of November 188 and as to
the whole of the said premises hereinbefore and
described to a full and free right of way with carts
carriages or otherwise for the common use of
for the time being of property on either side of

the said new road three cents and sixpence for
pass and repair. From the House Road to the No
-Western limit of the premises hereinbefore first
described and to a right way for the
and service of government over the same for
the purpose of going to and from property
either side of the said new road but not
beyond the northern extremity of the said
road yielding and paying therefor during the
ten years of the said term the yearly rent of
Rupees one thousand and ninety seven and during
the residue of the said term the yearly rent of
Rupees Two thousand and nine hundred and ninety
four on the 1st day of November in each year
the payment of such rent for the year will
be made before the 1st day of October in each year
And the said Lessees do hereby covenant
and their successors covenant with the lessors
that they the Lessees will pay to the lessors
the office of the collector of Bombay or at
other place in Bombay as they shall direct
on the part of the lessors the said yearly
hereinbefore reserved on the 1st day of November
in every year during the said term And will
pay bear and discharge all rates taxes
assessments duties and charges which
or may become payable or required
the said premises or any building or erect
built or to be built on the said premises
during the said term make

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of the said 1914 or any part thereof
 shall have the effect of vesting the same for the
 said term or any part thereof in other than one
 and the same party or parties at one time
 without the previous sanction of the Lessor or
 the Government of Bombay provided that nothing
 herein contained shall be taken to affect or
 prejudice the right of the Lessee to sublet
 any portion of the said land hereby demised and
 shall and will at all times during the continuance
 of this demise afford the officers and servants
 of the Municipality all necessary access to
 the Municipal drain or water course constructed
 along the south side of the piece of land
 first hereinbefore described for the purpose
 of repairing and cleaning the same provided
 that the lessees shall be at liberty at any
 time to build over the said drain for the purpose
 of opening or keeping open proper communication
 along the said road but in so doing the lessees
 shall leave a free water way of not less than
 ten feet wide between the supports of any
 erection so built over and also will at the
 expiration or sooner determination of the said
 term surrender and deliver up the said land
 hereby granted unto the lessor together with all
 erections and buildings then standing or being
 thereon. Provided Always that if the Lessee shall
 be desirous of receiving a new Lease of the
 said premises at the end of the said term.

X. P. C.

the lessor will, joint to the Lessee, a new lease for a further term of fifty years and with all the same covenants, promises, and stipulations as are in these presents contained or expressed includ the covenant for renewal but reserving any such rent (whether the same shall be decreased or increased) as the lessor shall think fit to reserve defraying all expenses attending the preparation of the new lease and duplicate PROVIDED ALSO that if the yearly rent hereby reserved or any part thereof shall be unpaid for twenty one days next after any of the days of payment whereon the same ought to be paid as aforesaid without any necessity for the same being demanded or on breach hereof or non-observance of any of the covenants herein contained and on the part of the Lessee to be observed and performed it shall be lawful for the lessor into and upon the said premises or any part thereof in the name of the whole to enter and the same together with all buildings and improvements thereon to possess and enjoy as if these presents had not been made and in such case no compensation shall be payable or claimed by the Lessee on account of buildings or improvements built or made by them AND the lessor with these presents himself his successors and assigns covenants with the Lessee that the Lessee being true and faithful observing and performing the covenants and conditions hereinbefore contained and on the part of the Lessee to be observed and performed

8 (hereinafter contained) peaceably hold and enjoy the said premises hereby demised during the continuance of the term hereby granted without the lawful interruption by the said lessee or any person or persons lawfully claiming by, from or under the lessor.

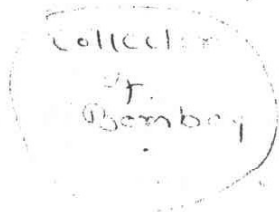
X^{ad} Sic

X^{ad} Page

IN WITNESS Whereof the Governor of BOMBAY hath caused the Collector of Bombay to set his hand and affix his official seal hereto and the Common Seal of the Sir Shapurji Broacha Mills Ltd. has been affixed hereto the day and year first above written.

Signed sealed and delivered by
G.K. Joshi Esq. I.C.S. Collector
of BOMBAY, in the presence of -
sd/- G.D. Gaoaker, Clerk, Collis Office
Bombay.

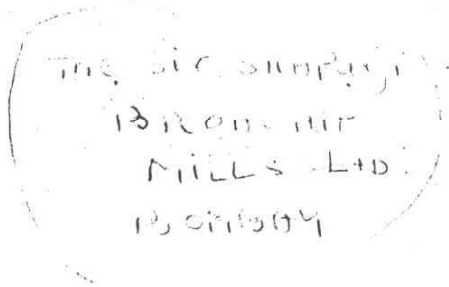
G.K. Joshi
10-47 AM
12/9/39



sd. Dimshak Daji, Clerk,
Bombay Collectors Office.

X^{ad} Sic

The Common Seal of the Sir Shapurji Broacha Mills Ltd; has been affixed hereto pursuant to a resolution of the Board of Directors in their meeting held on the 12th day of July 1939 in the presence of



sd. Dimshak Daji, Director.

sd/- A.H. Wadia. Director.

Countersigned by - by Mr. C.M. Mehta, as the person appointed under article 113

X

C.M. Mehta.

Mr. J. S. ... Bombay executing party ... appearance under ... 1908 (XVI of 1908) his signature and seal use -

~~Measure~~ known to the ... ~~sub~~

X

~~Measure~~ Registrar

Date: 14/7/1939.

C.R. Shelat

Sub Registrar

Page 8/50

Mr. Martin D. Gaitonde (Counsel & Attorney) ...
Dinsha K. Diji & D.H. ... executing parties by

~~Measure~~

Special attorney ... Power of Attorney
copy filed at M. 37 & 14 & 224 of 1933), ...

50 Lamington Rd & ... to the R. admit
execution by the above ...
of Sir Shapurji B. ... identifies
their seal

14-7-1939.

M. ...

A.D. Bhatt.
Sub Registrar Bombay

Mr. Anubhai Mulchand Mehta ...
57, Sunthurst Road ...
appointed under Art 113 ... identifies the seal of
the Sir Shapurji B. ...

M. ...

Mr. Diogo S. Pereira ...
S'olrs. Patel ... known to the Sub Registrar staff
that he knows this above ... and identify
him.

Date: 21-9-1939.

D. Pereira

C.R. Shelat



* Register... * Page 8

Date 21st Oct 1939 A.D. Hatt...

One duplicate presented along with this deed under Serial No. 4470 is certified under this registered number.

A. D. HATT Sub-Registrar

True copy of document No. 4469. Pages 1 to 8

sq. 12-1 = Photo Report Date...

X Sic

Phot - Report
Government
Photo - ...
P. Q. N. B.



The page(s) No. 1 of document No. 4469 of 1939 being large size photocopy (copies) of map(s) or plan(s) is (are) pasted on page(s) 148 of Volume 256 of Supplement to Book No. I, Part II. Date 16-11-1939

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XX Erasure
XX Erasure

A. D. HATT Sub-Registrar

sq. 12-1

Copied by me - [unclear]
Read by me - [unclear]
Compared by me - [unclear]



SD 8/10/10

JND

THIS COPY IS [unclear]
TO [unclear] Sir Stephen Street
M/T

application dated 12-7-4

JND
Sub-Register

Vertical text on the left margin, possibly a stamp or reference number.

Distance of

road

Certified Copy

Governor of Benin
to
Shapuji Broach
Mulla Hotel

(42)

dated 12-8-1939

The Governor of Benin

The Benin Company

Benin

R

41

(42)

42

41

Expiry date 31-10-39