

1952

Lease Agreement The Gov. of Bombay and  
Shree Mahalaxmi Woollen Mills Ltd.

main am

Serial No. 912  
Presented at the office of the  
Sub-Registrar of Bombay  
between the hours of 12 A.M.  
to 12 P.M. on the 16th February  
1935. By the collector of Bombay  
under his letter No. LRD 1304 of  
1-11-35. M. V. M. Sub-Registrar.



*M. V. M.*  
for Asst. Superintendent of Stamps,  
Bombay.

WDA

**This Lease** made at Bombay the thirty first day of December  
One thousand nine hundred and fifty-two BETWEEN THE GOVERNOR  
OF BOMBAY hereinafter called "the Lessor", (which expression shall  
unless the context does not so admit include his successors and assigns)  
of the one part and SHREE MAHALAXMI WOOLLEN MILLS  
LIMITED a Company incorporated under the Indian Companies Act VII  
of 1913 and having its registered office at Bombay hereinafter called  
"the Lessee" (which expression shall unless the context does not so  
admit include its successors and assigns) of the other part :

WHEREAS by an Indenture of Lease dated the 12th day of August  
1939 and expressed to be made between the Lessor of the one part and  
the Sir Shapurji Broacha Mills Limited of the other part and registered in  
the office of the Sub-Registrar of Assurances at Bombay on the 3rd October  
1939 under Serial No. 4469 of Book No. I First ALL that piece of land  
situate near Haines Road within the City and Registration Sub-District  
of Bombay containing by admeasurement 27,577 square yards or there-  
abouts whereof 1,214 square yards distinctively shown on the plan thereto  
annexed forms a half part or moiety of the private road from Haines Road  
to the Northern extremity and shown in burnt sienna on the plan thereto  
annexed 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 admeasurement 7,526 square yards whereof 451 square  
yards distinctively shown on the plan thereto annexed forms a half part  
or moiety of a private road from Haines Road to the Northern extremity  
and shown in burnt sienna on the plan thereto annexed were demised  
by the Lessor unto the said Sir Shapurji Broacha Mills Ltd. for the term  
of fifty years commencing from the 1st day of November 1935 at the rent  
and subject to the covenants and conditions therein reserved and  
contained :

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AND WHEREAS the said lease *inter alia* provided that the Lessees will not during the said term make any such disposition of the said land or any part thereof as 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 ;

AND WHEREAS the said Sir Shapurji Broacha Mills Ltd. applied to the Collector of Bombay for sanction for the sub-division of the land and premises admeasuring 27,577 square yards bearing C. S. No. 66 of the Lower Parel Division comprised in the said lease into two parts one consisting of 19,421 square yards and the other consisting of 8,156 square yards and for the assignment of the piece of land admeasuring 19,421 square yards to the Lessees ;

AND WHEREAS by his letter dated the 12th February 1951 bearing L.N.D. 1306 (II) the Collector of Bombay informed the said Sir Shapurji Broacha Mills Ltd. that the Government of Bombay has granted sanction to the proposed sub-division subject to the said Sir Shapurji Broacha Mills Ltd. agreeing to surrender the said land and premises bearing C. S. No. 66 of the Lower Parel Division *inter alia* comprised in the said lease and to pay to the Lessor a sum of Rs. 2,000 as premium and take separate fresh leases in respect of the two divided pieces of land ;

AND WHEREAS by a Deed of Surrender bearing even date and made between the said Sir Shapurji Broacha Mills Ltd. of the one part and the Lessor of the other part the said Sir Shapurji Broacha Mills Ltd. surrendered unto the Lessor the land and premises bearing C. S. No. 66 of the Lower Parel Division *inter alia* comprised in the hereinbefore recited Indenture of Lease to the intent that the residue now to come and unexpired of the said term granted by the said Indenture of Lease may be merged in the reversion expectant upon the termination of the said lease ;

AND WHEREAS in pursuance of one of the said terms the said Sir Shapurji Broacha Mills Ltd. paid to the Lessor the sum of Rs. 2,000 out of which a sum of Rs. 1,400 is to be appropriated as premium in respect of this Lease ;

AND WHEREAS it has been agreed that the Lessor shall grant to the Lessees and the Lessees shall accept a lease of a portion of the said land and premises bearing C. S. No. 66 of the Lower Parel Division *inter alia* comprised in the said Indenture of Lease admeasuring about 19,421 square yards and more particularly described hereafter upon the terms and conditions hereinafter appearing.

NOW THIS LEASE WITNESSETH as follows:—

1. In consideration of the premises and of the sum of Rs. 1400/- paid to the Lessor by way of premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessees hereinafter contained the Lessor doth hereby demise unto the Lessees ALL that piece of land situate near Haines Road within the City and Registration Sub-District of Bombay containing by admeasurement 19,421 square yards or thereabouts whereof 892 square yards distinctively shown on the plan hereto annexed forms part of a private road from Haines Road to the Northern extremity and shown in burnt sienna on the plan hereto annexed and which said piece of land hereby demised is bounded on or towards the South by the property bearing Cadastral Survey No. 3 of Lower Parel Division on or towards the North and East by the property bearing Cadastral Survey No. 43 of Lower Parel Division and on or towards the West by the property bearing Cadastral Survey No. 1/69 of Lower Parel Division and is registered in the Books of the Collector of Bombay under Rent Roll No.  $\frac{A}{8451}$  and bears Cadastral Survey No.  $\frac{1}{68}$  of the Lower-Parel Division and is particularly delineated on the plan annexed to these presents being thereon verged red the portion thereof consisting of the private road aforesaid being shown thereon in burnt sienna and is in the occupation of the Lessees 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 from the Haines Road to the Northern extremity of the piece of land adjoining the premises hereby demised and now in occupation of the B.B. & C.I. Rly. Stores Yard and in common with others as aforesaid full and free liberty at all times to pass and repass over the whole of the said road with carts carriages or otherwise EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said premises or any part thereof with liberty to search for dig and carry away the said minerals and to sink all necessary pits and shafts and to make and erect all necessary erections machinery roads and other conveniences and things for the purpose the Lessor his successors or assigns making to the said Lessees their successors or assigns reasonable compensation for all damage occasioned by the exercise of the liberties hereinbefore reserved TO HOLD the said premises except as aforesaid unto the Lessees for the term commencing from the date hereof and expiring on the 31st day of October 1985 but subject as to the said piece of land admeasuring 892 square yards to full and free right of way with carts carriages or otherwise for the owners or occupiers for the time being of property on either side of the said new road from the Haines

Road to the North-Western limit of the premises hereinbefore described and to a right of way for the officers and servants of Government over the same for the purpose of going to and from property on either side of the said new road but not beyond the Northern extremity of the said new road **YIELDING AND PAYING** therefor yearly during the said term unto the Lessor at the office of the Collector of Bombay (hereinafter called "the Collector") or as otherwise required the yearly rent of Rs. 1,213-14-0 the said rent to be paid without any deductions whatsoever on the 1st day of November of every year and also paying unto the Lessor in the event of and immediately upon the said term being determined by re-entry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year up to the day of such re-entry.

2. The Lessees for themselves their successors and permitted assigns with intent to bind all persons into whosoever hands the demised premises may come doth hereby covenant with the Lessor as follows:—

(a) During the said term hereby created to pay unto the Lessor the said rent on the day and in manner hereinbefore appointed for payment thereof clear of all deductions.

(b) To pay all existing and future taxes rates assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon including the urban immovable property tax.

(c) Not to make any such disposition of the said land or any part thereof as 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 Collector Provided that nothing herein contained shall be taken to affect or prejudice the right of the Lessees to sublet any portion of the said land hereby demised.

(d) To observe and conform to all bye-laws rules and regulations of the Municipal Corporation of the City of Bombay and shall not at any time during this demise interfere with or obstruct any Municipal drain on the said land 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 any such drain for the purpose of repairing and cleansing the same Provided that the Lessees shall be at liberty at any time to build over such drain but in so doing shall leave a free water way of not less than ten feet wide between the supports of any erection so built over.

Subletting  
allowed

(e) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised land hereby granted together with all erections and buildings then standing or being thereon.

(f) Not to make any excavation upon any part of the demised land nor remove any stone sand gravel clay or brick earth therefrom except for the purpose of forming the foundations of buildings.

(g) To pay to the Solicitor to Government in the Legal Department all costs charges and expenses of and incidental to this Lease and its duplicate including one additional copy.

3. If and whenever any part of the rent hereby reserved shall be in arrears the same may be recoverable from the Lessees as an arrear of land revenue under the provisions of Bombay Act II of 1876 and any amendments thereof.

4. If the said yearly rent hereby reserved shall be in arrears for the space of twenty-one days next after any of the days of payment whether the same shall have been legally demanded or not or if and whenever there shall be a breach non-performance neglect or non-observance of any of the covenants by the Lessees hereinbefore contained and on the part of the Lessees to be observed and performed it shall be lawful for the Lessor into and upon the demised premises or any part thereof in the name of the whole to re-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 to or claimed by the Lessees on account of buildings or improvements built or made by them PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Collector on behalf of the Lessor shall have given to the Lessees or left on some part of the demised premises a notice in writing of his intention to enter and the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessees in remedying such breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessees in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice.

5. The Lessor doth hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions hereinbefore contained and on the part of the Lessees to be observed and performed shall and may (subject to the covenants and clauses herein contained) peaceably enjoy the

demised premises during the continuance of the term hereby granted without any interruption from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

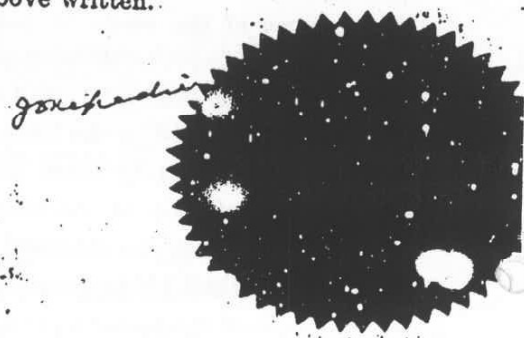
6. If the Lessees shall have duly performed and observed the covenants and conditions on the part of the Lessees hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessees grant to the Lessees a new lease of the demised premises for a further term of fifty years and with the covenants provisions and stipulations hereinbefore contained including this covenant for renewal save and except that on every such renewal such yearly rent shall be reserved whether the same be decreased or increased as the Lessor shall determine having regard to the situation of the land and the value of land in the vicinity at the time of such renewal.

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 Shree Mahalaxmi Woollen Mills Ltd. has been affixed hereto the day and year first above written.

KAPADIA I.C.S

SIGNED SEALED and DELIVERED by the Collector of Bombay in the presence of—

*Dhan* Collector of Bombay Office, Bombay



The Common Seal of SHREE MAHALAXMI WOOLLEN MILLS LIMITED has been affixed hereto pursuant to a resolution of the Board of Directors in that behalf dated the 15<sup>th</sup> day of December 1952 in the presence of—

*Shree Sannalram More*

Director.

Countersigned by The Bharat Woollen Agents Ltd. Managing Agents.

*Sannalram More*  
The Bharat Woollen Agents Ltd  
*Bishwa Nath Sonthalia*  
Director, Managing Agent

Witness: The ...

Received for :-

Registration	Rs. 228
Copying (folios 1)	" 0-4
Do. endorsements	" 0-8
Comparing (folios 20)	" 0-16
Filing	" 0-10
Postage	" 1-10

Total Rs. 25-13

M. S. G. Sub-Registrar.

Shri J. D. Kapadia J.C.S.  
Collector of Bombay

extraordinary party is exempt from personal appearance under S. 53 of the Indian Registration Act, 1908 (XXI of 1908). His signature and name are known

identified by \_\_\_\_\_ to the \_\_\_\_\_  
Sub-Registrar.  
Date 16. 2. 1953

M. S. G. Sub-Registrar

Law. Samuel Ram More, enclosing party, 29, Merchants, Hindon Nefar Sea Road, Dadar, Bombay, admin. See when at Director of State Mahalaxmi Woollen Mills, Ltd. & identified. The seal of the above Mills. Samuel Ram More

Shri. Mangaldas, heretofore, clerk of the office of the Director of State Mahalaxmi Woollen Mills, Ltd. & known to the J.C.S., states that he knows the above executant and identifies him.

Date 6-3-1953. M. S. G. Sub-Registrar



Dated this 31<sup>st</sup> day of Dec 1952

THE GOVERNOR OF BOMBAY

TO

SHREE MAHALAXMI WOOLLEN  
MILLS LIMITED

Lease of  
C.S. No. 66 of  
Lower-Parol Division.  
Area—19,421 square yards.  
Term—upto 31st December 1935.

Shri R. D. Nigudkar  
Solicitor to Government  
Legal Department

Shri Bishwanath, Sonthalia, executing party.  
Hindu. Merchant, Anandnagar, Chauspally.  
Admits execution as Director of the Bharat  
Woolen Agents Ltd: sig: Agents of Shree  
Nehalaxmi woolen mills Ltd: & identifies  
the seal of the Co.

x Bishwa Nath Sonthalia

Shri Mangaldas Hailal, Clerk to my  
notarised & Swides, Solros, Janeswadi.

and known to the Sub-Registrar states that he  
knows the above executant and identifies:

him.

Date

18.3.

1953<sup>x</sup>

Mangaldas Hailal

x Mangaldas Hailal

Sub-Registrar



Registered No. 712

20-1-1891-192

Book No. I

Date 9<sup>th</sup> November 1953

Sub-Registrar,  
Bombay.

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

Sub-Registrar