

THE GOVERNOR OF BOMBAY

TO

Messrs. Birla Bros. Limited.

This is to certify that Messrs. Birla Brothers Ltd., a private limited company registered under the Indian Companies Act of 1913 having its registered office at Royal Exchange Palace, Calcutta (hereinafter called the lessees which expression shall unless excluded by or repugnant to the context include the said lessees, their successors and assigns), have, subject to the provisions of the Bombay Land Revenue Code, 1879 (Bom. V of 1879), and the rules thereunder and subject to the conditions hereinafter specified, been allowed by the Collector of the Bombay Suburban District (hereinafter called "the Collector" which expression shall include the said Collector and any other officer whom the Governor may appoint to exercise the powers of the Collector under this lease) for and on behalf of the Government, to occupy for a period of fifty years commencing from the twentyfifth day of June 1940 (hereinafter called "the said term") a plot of ground situated in the Juhu Village and containing about 1006 square yards, and of the shape and of about the dimensions as shown in the accompanying plan and subject to renewal for another period of 50 years provided the lessees agree to pay the revised rent as may be fixed by the Collector.

The conditions of this lease are as follows :-

1. The lessees shall pay to Government for the said plot of ground a premium of Rs. 1208/- (one thousand two hundred and eight) only.
2. The lessees shall pay to Government for the said plot of ground on the first day of July every year in advance in one annual payment an annual rent of Rs. 125-12-0 plus Local Fund of Rs. 15-11-6.
3. The lessees shall not erect any building upon the said plot of ground, and shall at the end of the said term or terms without any objection, without claiming any compensation and without retaining any claim over it clear and deliver over the same to the Collector in the same condition in which they took

- took it.
4. The said plot of ground shall only be used as a site for an open compound or garden and if used for any other - - purpose it will be liable to forfeiture or enhanced rent which shall be determined by the Collector according to the rates current in the locality.
 5. The lessees will bear, pay and discharge all local and Municipal rates, taxes, assessments, duties and charges and any land revenue levied under the second paragraph of Section 45 of the said Land Revenue Code which at any time during the said term or terms may be or become due or payable in respect of the said plot of ground or of any work executed thereon.
 6. The right of Government to all mines and mineral products is reserved and Government shall have full liberty of access for the purpose of working and searching for the same with all reasonable conveniences.
 7. The lessees shall permit the officers, servants or agents of Government at all reasonable times to enter upon and inspect any part of the said plot of ground or premises.
 8. The lessees shall not sub-let, assign, mortgage or - - otherwise encumber the said plot of ground or any portion thereof or any work thereon without the previous permission of the Collector in writing.
 9. The said plot of ground shall not be counted for the - - purpose of $\frac{3}{4}$ th the open space and/the marginal distances to be left for buildings.
 10. The lessees shall not grow any tall trees on the said plot of ground which may be an obstruction to aircraft and that any trees which will constitute an obstruction shall be cut down at the expense of the lessees.
 11. The lessees shall be given permission to erect a compound wall.
 12. If at any time before the expiration of this lease the said plot of ground or any portion thereof shall be required by

Government

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Government, the lessees shall surrender the same or such portion thereof free from all encumbrances on Government giving notice in writing of such requirement; and the lessees shall not be entitled to any compensation on this account but the Government shall repay the lessees a proportionate part of the premium paid by the Lessees for this lease.

12. Failure to comply with any of the above conditions of this lease or with any provisions of the said Land Revenue Code or of the rules thereunder shall render this lease liable to cancellation by the Collector, who may thereupon resume the land and summarily evict the lessees without notice or payment of any compensation whatever.

Provided that the Collector, in lieu of such resumption and without imposing any further penalty, order the removal within a prescribed period of any work erected contrary to condition 10 of this lease, and on such removal not being carried out within the prescribed period, may cause the same to be carried out at the expense of the lessees or may resume the said plot of ground and all works thereon in the manner authorized by this condition and it shall be in the sole, absolute and unfettered discretion of the Collector subject to the orders of the Governor or the Commissioner, to adopt either the one or the other of the remedies as may seem desirable to him under the circumstances.

This lease is executed on behalf of the Government by and under the hand and seal of the Collector of the Suburban District, this second day of November thousand nine hundred and forty five.

Sealed



[Signature]
Collector, B...

In the presence of

[Signature]

447
Lrd 2025
10 Jan. 1946

M/s Birla Bros Ltd.
c/o M/s Madhavji & Co.
Sobro, etc.

Subj: Lease of Govt. foreshore land
at Juhu.

w. r. to your solicitors' letter no. 3265⁴⁵
dated the 12th Decr. 1945 I do hereby
grant you permission to assign the
above Govt. land as per condition 8 of
the lease granted to you on 2nd Nov.
1945 to in favour of the Dakshini Properties
Ltd.

JL
ofc. WB
+ Colbr. B&D

Copy fwd for information to:

- (1) The Dakshini Properties, Ltd c/o M/s
Madhavji & Co. Sobro, w. r. to their letter
dated 11. 12. 1945.
- (2) The Mems S.S. Audhari
- (3) The D.I.D.R. B&D

Does the applicant
ask for a court
fee stamp of 100/-
Submitted.
The stamp has been
affixed by
me

ofc. WB
+ Colbr. B&D
15/12
File
10/5/46
H. K. B. S. L.