

THIS LEASE made at *Bombay* on the *Twelfth* day of *May*  
One Thousand Nine Hundred and Forty *Eight* BETWEEN THE  
GOVERNMENT OF BOMBAY ( here-inafter called "the Lessor" which  
expression unless the contract does not so admit include his  
successors and assigns of the one part and Rev. Mother Superior,  
Convent of Jesus and Marry, Clare Road, Bombay (hereinafter called  
"the Lessee" which expression shall unless the context does  
not so admit include her heirs executors administrators and  
assigns) of the other part WITNESSETH as follows:-

1. In consideration of the rent hereby reserved and of  
the covenants and agreements on the part of the Lessee herein-  
after contained the Lessor doth hereby demise unto the Lessee.  
All that piece of land known as Plot No: 29 in S.No: 82 situate  
in the village of Versowa in the South Salsette Taluka of the  
Bombay Suburban District containing by admeasurement 4154 square  
yards or thereabout and bounded as follows, that is to say, on  
or towards the North by plot No: 30 of S. No: 82 on or towards  
the East by Road on or towards the South by Plot No: 28 of S.  
No: 82 and on or towards the West by Plot No: 98 of S. No: 82  
and delineated on a plan annexed to these presents being thereon  
surrounded by boundary lines TOGETHER WITH the buildings and  
erections now or at any time hereafter standing and being thereon  
and TOGETHER WITH all rights and easements and appurtenances  
thereon belonging EXCEPT AND RESERVING unto the Lessor all mines  
and minerals in and under the said land to hold the said land  
and premises hereinbefore expressed to be hereby demised (here-  
inafter referred to as "the demised premises") unto the Lessee  
for the term of fifty years computed from the 1st day of August  
1938 PAYING THEREFOR during the said term unto the Lessor at  
the office of the Collector of Bombay Suburban District hereinafter  
called "the Collector" or at the office of the Mamlatdar  
South Salsette or as otherwise required the yearly rent of  
Rupees Seven Hundred and One (Rs.701-0-0) only on the 1st day of  
August in each and every year without any deduction whatsoever  
during...

<sup>During</sup> the fifty years from 1-8-1938 to 31-7-1988 or till the standard rates of Non-Agricultural Assessment are revised whichever is earlier.

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 the proportionate part of the said rent for the fraction of the current year upto the day of such re-entry.

2. The Lessee for herself and her heirs executors administrators and assigns with intent to bind all persons unto whosoever hand the demised premises may come do hereby covenant with the Lessor as follows:-

- (a) During the said term hereby created to pay unto the Lessor the said rent at the time and on the date and in manner hereinafter <sup>As above</sup> appointed for payment thereof clear of all deductions.
- (b) To pay all existing and future taxes rate assessments and outgoings of every description for the time being payable either by Landlord or Tenant or by occupier in respect of the demised premises and anything for the time being thereon.
- (c) Not to make any excavation on any part of the said land hereby demised nor remove any stones sand and gravel clay or earth therefrom except for the purpose of forming the foundation of building or for the making of the garden or planting of trees.
- (d) The Lessee shall at her expense erect within three months from date of this Lease boundary mark on boundary of the demised premises. All boundary marks shall be erected of a height and design previously approved by the Collector. All such marks shall be maintained and repaired at the expense of the Lessee.
- (e) That no building to be erected hereafter or reconstruction of the existing building shall be commenced unless and until plans elevation sections and details thereof shall have been previously submitted by the Lessee in quadruplicate scrutiny of and be approved in writing

by the Collector and by the local body having authority in that behalf.

- (f) Both in the completion of any such building and at all times during the continuance of this demise to observe and conform to the building regulations applicable to the Bombay Suburban District and to all bye-laws rules and regulations of the local body having authority in that behalf as may be in force for the time being relating in any way to the demised premises and any building thereon provided that if the existing building on the demised premises occupies more than one-fourth area of the plot the Lessee shall not be held liable to any penalty thereof.
- (g) To use the demised premises for residential purpose only and for such other purposes as may be permitted by the Collector in writing.
- (h) Not to do or permit to be done anything on the demised premises which may be a nuisance or annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity.
- (i) The Lessee shall accept as final the Lessors decision<sup>on</sup> any question which may arise concerning any alleged breach of clauses 2(g) and 2(h).
- (j) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erections and buildings standing and being thereon if she shall have paid the rent then due and in addition thereto a sum equal to the rent for the then unexpired period of the said term and all municipal and other rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to herself all buildings erections and -- structures and materials from the said land but so never- the less that the Lessee shall deliver up as aforesaid levelled and put in the order and condition to the satisfaction of the Lessor all land from which such buildings

78  
erections and structures may have been removed.

(k) Not to underlet or part with the possession of any part less than the whole of the demised premises or in any manner part with assign or underlet or transfer the lessee's interest therein so as to cause any division thereof by metes and bounds or otherwise alter the nature of this present demise without the previous permission in writing of the Collector.

(l) If the Lessee shall sell assign or part with the demised premises for the then residue of the said term to -- deliver at the Lessee's expense within 20 days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending Statute. Notice of such Assignment or Assurance and if required a copy of such Assignment or Assurance to the Lessor, such delivery to be made to the Collector or to such officer or person on behalf of the Lessor as the Lessor shall from time to time require.

3. If and whenever any part of the rent hereby reserved shall be in arrears the same shall be recoverable from the Lessee as an arrear of land revenue as under the provisions of Bombay Land Revenue Code Act V of 1870 and the Rules made thereunder.

4. The Lease is given subject to the provisions of the said Bombay Land Revenue Code and the Rules and Orders made thereunder so far as they are not inconsistent with the provisions of this Lease shall apply to the demised premises.

5. If the said rent hereby reserved shall be in arrears for the space of 30 days whether the same shall have been legally demanded or not or if whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and the right to any renewal thereof shall absolutely cease and determine Provided Always that except for non-payment of rent 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 Lessee or left on some part of the demised premises a notice in writing of his intention to enter in 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 Lessee in remedying such breach or breaches within a reasonable time after the giving and leaving of such notice.

6. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby erected without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by, from or under the Lessor.

7. If the Lessee shall have duly performed and observed the covenants and conditions on his part 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 have given in writing to the Lessor or to the Collector three months notice before the expiration of the term hereby created the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee of the demised premises or such further lease and on such rent or assessment and on such terms and conditions as the Lessor shall determine,

IN WITNESS WHEREOF the Governor of Bombay hath caused the Collector Bombay Suburban District to set his hand and affix his official seal hereto on his behalf and the Lessee has set her hand and seal hereto the day and year first hereinabove written.



Signed sealed and delivered by  
Collector, Bombay Suburban District

the presence of *[Signature]* Collector, Bombay Suburban District.  
Dist. Deputy Collector,  
Bombay Suburban District.

Signed Sealed and Delivered  
by the abovenamed Lessee

in the presence of *[Signature]*  
For Collector,  
Bombay Suburban District

*[Signature]*  
M<sup>rs</sup> Blaudine  
Mother Superior,  
Convent of Jean & Mary,  
Clare Road  
Bombay