

Presented at the office of the
 Sub-Registrar of ~~Bombay~~
 between the hours of 2 P. M.
 and 3 P. M. on the 22nd of ~~January~~
 1945. By The Collector of ~~Bombay~~
 letter No. 2. N. D. 95-21 of 70-1-45.

Jr. Sub-Registrar
 EXECUTING all the orders of
 a Registrar where the
 DEARING appears

GENERAL STAMP OFFICE:
 Bombay, 9th Nov. 1944
 RECEIVED from *Solicitor to*
Government Bombay,
 stamp duty Rs. 191-4-0 but hundred
 ninety one & annas four only.
 CERTIFIED under Sec 32 of Act
 No. 1 of 1939 that the full stamp duty
 Rs. 191-4-0 but hundred ninety
 one & annas four only
 with which this instrument is charge-
 able has been paid.



Puri
 Collector.

Duty on the original instrument
 is certified on the duplicate.

This Lease made the *Sixth* day of *January*,
 one thousand nine hundred and forty-four 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 THE BOMBAY PRESIDENCY GOLF CLUB, LIMITED, a Company
 registered under the Indian Companies Act, 1913, 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
 it has been agreed that the Lessor shall grant to the Lessee and the Lessee shall
 accept a lease of the Government land and premises hereinafter described upon
 the terms and the conditions hereinafter appearing.

by
by

Recitals.

NOW THIS LEASE WITNESSETH as follows:—

1. In consideration of the rent hereby reserved and of the covenants and
 agreements on the part of the Lessee hereinafter contained, the Lessor doth hereby
 demise unto the Lessee Firstly all the pieces of land in sector 'B' of *Suburban*
 No. III, Chembur in the Registration Sub-District of Bandra, Taluka South Salsette
 in the Bombay Suburban District, which bear Survey Nos. 411 to 417 of village
 Chembur and portion of Central Salsette Tramway Track as also a piece of land
 admeasuring 8½ Gunthas forming a drain admeasuring in all 80 Acres and 35½
 Gunthas and Secondly all the pieces of land bearing Survey Nos. 119 to 123 of
 village Wadhavli admeasuring in all 9 Acres and 34 Gunthas which said pieces

Parcels.

Scheme
by
by

of land firstly and secondly described are delineated on the plan annexed to these presents being thereon surrounded by a red boundary line (the said piece of land admeasuring 8½ Gunthas forming a drain being thereon shown coloured yellow) and are bounded as described in a statement accompanying these presents and giving the area and the boundaries of each Survey Number and together with all rights, easements and appurtenances thereto belonging except and reserving unto the Lessor all mines and minerals in and under the said lands or any part thereof. TO HOLD the lands and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of ninety-nine years computed from the first day of May one thousand nine hundred and thirty-nine PAYING THEREFOR yearly during the said term unto the Lessor at the office of the Collector of the Bombay Suburban District (hereinafter called "the Collector") or otherwise required rent as follows that is to say—

(1) the rent of rupees one, if demanded for the first year of the said term and during the next two years, i.e., till 31st April 1942 the yearly rent of Rs. 8,108-2-9 which sum includes (a) interest (Rs. 6,189-10-0) at 5 per cent. on the occupancy price of the land (b) Non-agricultural assessment (Rs. 1,705-6-0) and (c) Local Fund Cess (Rs. 213-2-9) at the present rates and during the residue of the said term commencing from the First day of May 1942 the yearly rent of rupees 8,127-15-9 which sum includes (a) interest (Rs. 6,204-15-0) at 5 per cent. on the occupancy price of the land (b) Non agricultural assessment (Rs. 1,709-6-0) and (c) Local Fund Cess (Rs. 213-10-9) at the present rates but subject to revision in accordance with Government orders from time to time in which event the figure of rent so far as the non-agricultural assessment and local fund cess are concerned but not the item (a) of interest will also be correspondingly revised from time to time;

X The rent to be paid in advance without any deduction whatsoever on the first day of May in each and 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 herein-after 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 Lessee for itself and its successors and assigns with intent to bind all persons into whatsoever 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 at the time, on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.



(b) To pay all existing and future Government local and municipal taxes rates assessments duties charges and outgoings of every description and any land revenue levied under the second paragraph of section 45 of the Land Revenue Code 1879, which at any time during the said term may be or become due or payable in respect of the demised premises or of any building or work built or executed thereon either by the landlord or tenant or by the occupier.

To pay rates and taxes.

(c) To permit the Lessor his officers workmen and agents access to all mines and mineral products under the said premises or any part thereof for the purpose of working the said mines and searching for mineral products with all reasonable convenience.

To permit access to mines.

(d) To permit the officers servants or agents of Government and of local bodies having authority in that behalf at all reasonable times to enter upon and inspect any part of the demised premises.

To permit entry for inspection

(e) Not to make any excavation upon any part of the demised premises nor remove any sand gravel clay earth therefrom except for the purpose of forming the foundation of building or for the drainage purposes.

Not to excavate.

(f) That the demised premises shall be used only for a golf course and for such other sports or athletic or other activities as the Lessee thinks fit with liberty to the Lessee to erect a club house, residential quarters for members and outhouses thereon including such structures and erections as may be required for other sports and athletic and other activities as may be required by the Lessee subject to the Collector's previous sanction as to the plan of the buildings as provided for in sub-clause (g) hereunder. The Lessee shall accept as final the decision of the Collector on any question which may arise concerning any alleged breach of this clause.

User of the plot.

(g) That previous permission of the Collector and the local body having authority in that behalf shall be obtained for erecting any structure on the demised premises the plan in respect of which shall also have been sanctioned by the Collector and the local body having authority in such matter.

Previous permission for any structure.

(h) That the Lessee shall be at liberty to cut the trees on the demised premises for the purpose of preparing the golf course and the drainage but the trees so cut shall be handed over to the Mauladar, South Salsette for further disposal.

Cutting of trees.

(i) Not to assign mortgage underlet or otherwise encumber the demised premises or any portion thereof or any buildings thereon without the previous permission in writing of the Collector.

Not to assign or mortgage.

Delivery of possession on expiration.

(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 then standing or being thereon provided always that the Lessee shall be at liberty if it 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 other taxes and rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiry of the said term to remove and appropriate to itself all buildings erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings and structures may have been removed.

To pay costs.

(k) To pay all costs charges and expenses of and incidental to this lease and its duplicate including stamp and registration charges.

Application of the Bombay L. R. C.

3. The provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof and the rules made thereunder shall so far as they are not inconsistent with the terms of this lease, be applicable to the demised premises. If and whenever any part of the rent hereby reserved shall be in arrear the same shall be recoverable from the Lessee as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879 and any amendment thereof.

Rent in arrear

4. If the said rent hereby reserved shall be in arrear for the space of 30 days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained or if the Lessee will fail to comply with any provisions of the said Land Revenue Code or of the rules made thereunder applicable to this lease, the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine 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 Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of the covenants 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 or leaving of such notice.

Lessor's covenant for quiet enjoyment

5. 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 granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.



Option to purchase.

6. The Lessee will have the option to purchase the demised premises except the land under the Central Salsette Tramway Track within 20 years from the commencement of the lease at the valuation of Rs. 1,400 per acre for the land firstly hereinbefore described and at the valuation of Rs. 1,100 per acre for the land secondly hereinbefore described.

7. The Lessor shall have the right to resume the portion of the Central Salsette Tramway Track included in the demised premises whenever it is required by the Lessor for any purpose and the Lessee shall not level the embankment of the said track and shall maintain the said track unchanged except that grass may be grown over it

8. The Lessee shall maintain the drains shown on the plan in good condition so as to allow the storm water to pass through them only and not through any other way so as to spoil the fields in the neighbourhood.

IN WITNESS WHEREOF the Governor of Bombay hath caused the Collector of the Bombay Suburban District to set his hand and affix his official seal hereto his behalf and the Common Seal of the Bombay Presidency Golf Club Ltd. has been affixed hereto the day and year first above written.

SIGNED SEALED and DELIVERED by
N.A. Langrish Esq. I.C.S.,
Collector of the Bombay Suburban District in the presence of

[Handwritten Signature]



[Handwritten Signature]
Additional District Magistrate
Bombay Suburban District

The Common Seal of THE BOMBAY PRESIDENCY GOLF CLUB LTD. has been affixed hereto pursuant to a resolution of its Committee in that behalf dated the 29th day of June 1914.



[Handwritten Signature]
Member of the Committee.
[Handwritten Signature]
Member of the Committee.

Countersigned by
[Handwritten Signature]
Honorary Secretary.

Witness the above
[Handwritten Signature]

The statement showing the boundaries of the land to be leased to the Bombay Presidency Civil Club

Name of Village	Surrey No.	Area	Boundaries of the Surrey Numbers.			
			Northern	Southern	Eastern	Western
Chamber	411	A 2 2 0	Private Land	Land of St. Anthony's Society and C.N. Railway	Road	Surrey Nos. 401, 404 drain and beyond that surrey Nos. 405 and 406.
	412	0 11 12	Private Land	Central Avenue	C. N. Railway	Surrey No. 119 of Weddaval village, Surrey Nos. 407 and Private land, Chamber Mohal Road and N. A. Road.
Do	413	18 17 8	Private Land	Kelwade Boja Road	Central Avenue	Central Avenue.
	414	5 14 0	Private Land	Head of Kelwade Boja Road	Central Avenue	Road
Do	415	27 14 0	Private land and Surrey No. 239 (Sub.)	Weddaval Village boundary and Surrey No. 113 (Hissa No. 2)	Weddaval Village boundary and N. A. Surrey No. 100 of Chamber.	Central Avenue.
	416	0 23 0	Road	Central Avenue	Central Avenue	Road
Do	417	2 32 0	St. Anthony's Society's land	Kelwade Boja Road	Road	Road
	418	1 7 0	St. Anthony's Society's land	Central Avenue	Road	St. Anthony's Society's land.
Do	419	5 2 0	Surrey No. 411	Kelwade Boja Road	Road	St. Anthony's Society's land.
	420	1 11 0	Private land	Surrey No. 412	Private land	Private land.
Total		80 35 4				
Weddaval	719	0 4 0	Chamber Surrey No. 412	Kelwade Boja Road	Chamber Surrey No. 412	Private land.
	720	1 8 0	Kelwade Boja Road	Surrey No. 83	Surrey No. 87, 85	Surrey No. 83 and Mohal Road.
Do	721	0 10 0	Do	Surrey No. 87	Surrey No. 87	Surrey No. 88
	722	8 32 0	Executive Engineer's Danga	Surrey Nos. 89, 90 and 113	St. Anthony's Society's land	Surrey No. 87.
Do	723	1 20 0	Kelwade Boja Road	Surrey No. 89 and S. N. III part.	Surrey No. 89 and Damang	Passage.
	Total	8 34 0				
Grand Total		90 29 4				

Handwritten signatures and initials at the top of the page.