

Dated this 14th day of July 1931.

The Bombay Catholic Co-operative
Housing Society Limited.

To

The Most Rev. Joaquim Rodrigues
Lima Brothers.

Trustees of the St. Theresa Convent
School.

8

Lease

Perpetual

Prin 116 33

1/2023 1/

except

Plt 0 9

Copy

(5)

2 True Copies

MESSRS. DAPHTARY, FERREIRA & DIVAN,

Solicitors.

Serial No 567

Presented at the office for sub-Registration of
Bandra between the hours of 11 Am. &
12 noon on 5th May 1931.

SMMDenis
Superioress of the religious of the
Carmelite order at St. Theresa's
Convent Santa Cruz.

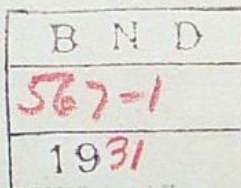
Pearson

Sub-Registrar, Bandra

Received fee for
Postage - Rs. 4-6-0

Pearson

Sub-Registrar, Bandra



This Indenture made the fourteenth day of -
February one thousand nine hundred and thirty one - -
Between The Bombay Catholic Co-operative Housing - -
Society Limited a Society registered under The Co-operative
Societies Act II of 1912 and having its office at Willingdon - -
Santa Cruz (hereinafter called "The Society" which expression
shall unless it be repugnant to the context or meaning thereof - -
include its successors or assigns) of the first part The Secretary
of State for India in Council (hereinafter referred to as "The
Mortgagee") of the second part, Rev. Mother Superior Mary
Denis (hereinafter referred to as "the said Rev. Mother Superior")
of the third part and His Grace the Most Reverend Joaquim
Rodrigues Lima Archbishop of Bombay the said Rev. - -
Mother Superior Mary Denis and Sister Margaret Mary
Trustees of an Indenture dated the eighth day of April one - -
thousand nine hundred and twenty six and hereinafter referred
to as the said "Trustees" (which term shall include the Trustees - -
for the time being of the said Indenture of the eighth day of April
one thousand nine hundred and twenty six and the survivors - -
and

and survivor of them their his or her assigns) of the fourth part
whereas the Society is a Co-operative Society having for its
objects among others to carry on the trade of building and of buying
selling, hiring, letting and developing land in accordance with
Co-operative principles and has full powers to do all things in-
deed necessary or expedient for the accomplishment of all
objects specified in its rules And whereas in furtherance
its object the Society purchased from several parties plots of
land situated to the East of Ghodbunder Road in the village
Landa and also purchased from Government an adjoining area
of about 57363 square yards (Government Resolution, Govern-
ment Department, S.A. No. 171 of 26th January 1928) with
the object of developing the same as a residential Colony for the
benefit of its members and the plots so purchased have been
formed into one large estate known as Willingdon South,
Santa Cruz. And whereas the Society has after laying out
the roads and pathways set apart a portion of the said estate
for residential and other buildings and divided the same into
building plots with the intention of leasing the same to members
of the Society holding not less than five fully paid shares of
the nominal value of Rupees (50/-) fifty each in the share
Capital of the Society. And whereas the Society has with
the intention of letting the same to its members and others
constructed buildings upon certain plots and among them the
buildings being Cottages marked Nos. 16 and 18 on the plan of
the Society and the plan hereto annexed. And whereas by
an Indenture dated the twenty 1931 1931 day of March one thousand
nine hundred and twenty four and made between the Society
of the one part and the Mortgagee of the other part and which
Indenture of Mortgage is hereinafter referred to as the said
Mortgage" the property comprised therein (and which property
includes the property set out in the Schedule hereunder written
and intended to be hereby demised) was conveyed to the Secretary
of

of State by way of Mortgage to secure the payment of the principal
sum of Rupees (4,50,000/-) four lacs and fifty thousand already
then advanced and a further sum of Rupees (1,50,000/-) one lac
and fifty thousand to be thereafter advanced and interest thereon
as therein mentioned upon the terms and subject to the
proviso therein contained for redemption upon payment of the
principal moneys with interest and any other monies secured
by the said Mortgage. And whereas the trustees hold (5) fully
paid up shares of the Society. And whereas the Society has
from time to time entered into agreements with the Mother
Superior of Santa Cruz Convent in regard to the said Cottages
marked Nos. 16 and 18 on the said plan and other plots of land
belonging to the Society. And whereas possession of certain
lands belonging to the Society was under certain conditions given
to the said Rev. Mother Superior and the said Rev. Mother
Superior has constructed buildings upon the said land. And
whereas it has now been arranged by and between the parties
hereto that the Society should demise unto the trustees the said
plots of land more particularly hereinafter set out in the Schedule
herunder written. Together with all buildings now standing thereon
including the said Cottages Nos. 16 and 18 built by the Society in
the state in which they are now and that this demise should be
treated as an agreement in supercession of all previous agreements
entered into by and between the Society and the said Rev. Mother
Superior. And whereas it has also been agreed that the Mortgagee
should join in these presents and confirm the said demise to the
intent that the said plots of land and premises hereby demised
should be free from the said mortgage. Now this Indenture
witnesseth that in consideration of the sum of Rupees (1,63,37/-)
one lac sixteen thousand three hundred and thirty seven paid by
the Trustees at the request of the Society to the Mortgagee (the receipt
of which sum of Rupees (1,63,37/-) one lac sixteen thousand three
hundred and thirty seven the Mortgagee hereby acknowledges and

and from the same and every part thereof doth for ever acquit, release and discharge the trustees and the Society) and in consideration of the rents hereinafter reserved and of the covenants hereinafter contained the Society hereby demises and the Mortgagee at the request and by the direction of the Society and to the intent aforesaid doth hereby demise and confirm unto the Trustees ALL THOSE pieces or parcels of land situate in Willingdon South Santa Cruz in the village of Baudra in the Registration Sub-District of Baudra being the properties more particularly described in the Schedule hereunder written and which pieces of land contain by admeasurement 15160 square yards or thereabouts and are delineated on the plan thereof hereto annexed and marked A and thereon surrounded by boundary line coloured green Together with all the buildings, structures and trees standing thereon including the said Cottages Nos. 16 and 18 and the other buildings thereon and Together with the use in common with the other tenants of the Society of all commons, rights, passages, sewers or drains made or hereinafter to be made by the Society for the accommodation of its tenants To hold unto the Trustees in perpetuity from the date thereof yielding and paying thereof yearly and every year the rent of Rupee one and the Trustees for themselves and their assigns do covenant with the Society as follows:-

(1) That they the Trustees will every year in the month of April pay to the Society the said yearly rent of Rupee one without any deduction or abatement whatsoever.

(2) That they the Trustees will bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever as hereafter may be payable to Government, the Municipality or any other public or local body in respect of the demised lands or the buildings or structures that are or may be hereafter erected thereon.

(3)

(3) That they the Trustees will comply with and satisfy all regulations, by-laws, rules and conditions prescribed or required by any public local or other authority.

(4) That they the Trustees will not assign underlet or part with the possession of the demised lands hereinafter mentioned and premises or any part thereof to any person without the written consent of the Society such consent not to be unreasonably withheld when the proposed assignee or tenant is a member of the Society and holding five fully paid up shares of the Society.

Provided always that such consent shall not be necessary in the case of any lease to be granted by the Trustees for any term not exceeding ten years of the premises hereby demised or any part thereof nor in the case of any assignment or underletting or parting with the possession thereof or any part thereof to any Educational Institution or body a member of the Society and holding five fully paid up shares of the Society.

(5) That they the Trustees will not at any time build, construct or maintain along the boundaries of the land hereby demised any wall without the consent of the parties excepting as under:-

(a) a wall not higher than 8 (eight) feet along the Ghodkunder Road and along Hasanabad Road.

(b) a wall not higher than 6 (six) feet along the Northern boundary of the land hereby demised from the Ghodkunder Road to Hasanabad Road.

(c) a wall not higher than 8 (eight) feet along the Northern boundaries of the plots of Mr. Oliveira and Mr. Fulgado being plots marked

B N D
567-4
1931

B N D
567-5
1931

marked Nos. 3C and 3B on the Society's plan and on the plan hereto annexed.

(d) a wall not higher than 7 (seven) feet along Southern Boundary of the land hereby demised from Ghadbunder Road to Mr. Fulgado's plot being the said plot marked No. 3B on the plan hereto annexed.

(e) a wall not higher than the top level of the lower horizontal frames of the bed room windows facing West of the building of Mr. Fulgado on the said plot marked No. 3B on the plan hereto annexed.

(f) That they the Trustees will not build any septic Tanks or Tanks on the land on the South of the line drawn continuation of the Northern wall of Mr. Fulgado's building and which line is shown in red on the plan hereto annexed.

And it is hereby agreed by and between the Society and the Trustees that in the computation of the heights of walls abutting on roads or passages which are permitted to be built by the Trustees that is to say the walls mentioned in paragraph 5 sub paras a, b and d, the said heights shall be reckoned from the present existing level of the centre on such roads and passages. And it is hereby agreed that if any time there shall be any breach by the Trustees of any of the covenants hereinbefore contained and such breach is capable of being remedied the Society shall be entitled by written notice to that effect served upon the Trustees to call upon them within the time mentioned in such notice not being less than three months to remedy such breach and if the Trustees within the time mentioned shall fail to comply with the terms thereof and to remedy the breach of covenant the Society shall be entitled into and upon the demised premises to enter and to themselves remedy such breach.

breach and on the Lessees paying to the Society all the costs incurred by the Society in remedying such breach the Trustees shall be entitled to repossess the property. Provided always that if the breach of covenant committed by the Lessees is incapable of being remedied the Society shall be entitled to forfeit the lease and into and upon the demised premises or any part thereof in the name of the whole to re-enter as of the former estate of the Society. Provided further that notwithstanding anything contained in Sections 111, 114 and 114-A of the Transfer of Property Act 1882 as amended by Act XX of 1929 or in any future Acts the Lessee shall be entitled to apply to the Civil Court having jurisdiction for relief against such forfeiture and such Court shall pass such orders as to it shall appear reasonable and equitable having regard to all the circumstances and the parties hereto undertake to obey and be always bound by the same. And the Society doth hereby covenant with the Trustees that notwithstanding any act deed matter or thing whatsoever by the Society or any person or persons lawfully or equitably claiming left from through under or in trust for the Society made done committed or omitted or knowingly suffered to the contrary the Society with consent and confirmation of the Mortgagee as hereinbefore testified now hath good right full power and absolute authority to demise the said demised land hereditaments and premises hereby demised and that the Trustees paying the rents hereby reserved and observing and performing the several covenants and conditions herein contained shall and may at all times hereafter peaceably and quietly enter upon and enjoy the said demised land hereditaments and premises and receive the rents issues and profits thereof and of every part thereof without any suit, eviction, interruption, claim or demand whatsoever from or by the Society or any person or persons lawfully or equitably claiming or in trust for the Society. In witness whereof the Common Seal of the Bombay Catholic Co-operative Housing Society Limited has

has been hereto affixed in accordance with the by-laws of that Society in the presence of two members of the Committee of management and of The Honorary General Secretary of the Society and Registrar of Co-operative Societies Bombay Presidency for and on behalf of the Secretary of State for India in Council hath set his hand and affixed his seal of office and the Rev. Mother Superior Mary Denis and the Trustees have hereto set their hands and seals the day and year first hereinabove written.

The Schedule above referred to.

All those pieces or parcels of land situate in the village of Santa Cruz in the village of Danda in the Registration Sub-Division of Bonda Taluka South Salsette Bombay Suburban District containing by admeasurement 15,160 square yards or thereabouts and forming part of The Willingdon Estate of the Society and known as plots Nos. 1A, 1, 2 and 3A as shown in the annexed plan marked A and bounded as follows:—on or towards the North by the Society's Road and beyond by the Society's estate or towards the South by the Society's Road and plots nos. 3B and 3C on or towards the East by Naxanabad Lane and plot no. 3 on or towards the West by the Ghodbunder Road which pieces or parcels of land are part of the lands bearing Collator's Survey Nos. 65, 66, 67, 68, 91, 242 and 350 and Entry nos. 512, 513, 514, 521 and 2862 in the Record of Rights and which pieces of land are delineated on the plan hereto annexed and marked A and therein surrounded by a green boundary line.

B N D
567-8
1931

The Common Seal of the above-named The Bombay Catholic Co-operative Housing Society Limited was hereto affixed under the authority of the Resolution of the Committee of the Society dated the 1st February 1931 in accordance with the by-laws of the Society in the presence of Francis Ladocha and Mathew Lobo two of the Members of the Committee of Management and of Sabinio Velloze the Honorary General Secretary of the Society.

Signed, sealed and delivered by the abovesigned Francis Ladocha and Mathew Lobo and Sabinio Velloze in the presence of.

J. Francis
Sole Agent

John Desai
His Clerk

F. Ladocha

Mathew Lobo
Sabinio Velloze

B N D
567-9
1931

Signed

21st 1908. His signature & seal are
 given to the undersigned for
 reference

5th May 1931.

Deasnie

Sub-Registrar, Bandra.

Basil D'Amello (A part of this place has
 not been reserved for the
 Arch bishop of Bombay, executing part,
 Christian, 61, Manager, of the
 Banco de Portugal, and known to the
 Sub-Registrar, admits execution by the
 said Rev. Lino.

Basil D'Amello

18th May 1931.

Deasnie

Sub-Registrar, Bandra.

Mr. Mathias Lobo member of the B. C. C. H.
 Society, executing part, Christian, 41, former
 Telephone 2, 1st Santa Cruz and known
 to the S.R. admits execution and identifies
 seal of the Society. *Mathias Lobo*

19th May 1931.

Deasnie

Sub-Registrar, Bandra.

Mr. Sabino Velho member of the B. C. C. H.
 Society, executing part, Christian, 55, former
 Telephone 2, 1st Santa Cruz and known
 to the S.R. admits execution and identifies
 seal of the Society. *Sabino Velho*

and identifies the seal of the Society.

Sabino Velho

25th May 1931.

Deasnie

Sub-Registrar, Bandra.

Mr. Francis Saldanha member of the B. C. C. H.
 Society, executing part, Christian, 59, former
 Telephone 2, 1st Santa Cruz and known
 to the S.R. admits execution and identifies
 seal of the Society. *Francis Saldanha*

5th June 1931.

Deasnie

Sub-Registrar, Bandra.

BND
567-13
1931

REGISTERED No. 567 of Book No. I



Dated 5th June 1931.

Deasnie

Sub-Registrar, Bandra.

COPY of plan accompanying is entered at
 Page 42 of Volume 4 of Supplement to
 Book No. I Part II. Dated 5-6-1931.

Deasnie

Sub-Registrar, Bandra.

This is presented in duplicate (Serial No. 567)
 and the same has been certified as correct
 under No. 567 of 1931.

5-6-31.

Deasnie
 Sub-Registrar, Bandra.