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Serial No. 629

Presented at the office of the
Sub-Registrar of Bombay
between the hours of 3 P. M.
and 4 P. M. on the 6th Feb'y

M. S. Bank
Asst. Superintendent of Stamps,
Bombay.

1940
M. S. Photographer
Cont. Bldg. of Sir D. M. Petit Bldg.

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Extra

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copy

Copy of P & A File
at No 1 of 1944

K. S. Kelkar
Sub-Registrar

exercising all the powers of
a Registrar except that of
hearing appeals.

This Indenture made at Bombay
the Thirtieth — day of January — one
thousand nine hundred and ^{forty} ~~nine~~ between
Banco Nacional Ultramarino a joint
Stock Company incorporated in Portugal having its office
at 10 Churchgate Street Bombay hereinafter called "the Vendor"
(which expression shall unless repugnant to the context or
meaning hereof include its successors) of the one part and
Sir Dinsha Maneckji Petit 3rd Baronet of that
name Sir Byramjee Jeejeebhoy Kt. Jehangir K. B.
Mehta. Mrs Hamabai. J. K. Mehta. Sotab
Burgorji Dady Burgor and Musserwanji or
Hormusji Sethna all of Bombay. Parti Inhabitants the
present Trustees of the Musserwanji Maneckji Petit Charity
Fund hereinafter collectively called, the Purchasers (which
expression shall unless repugnant to the context or meaning
hereof include the survivors or survivors of them their successors
in office as trustees of the said Musserwanji Maneckji Petit
Charity Fund and their heirs or their assigns) of the other part.
Whereas the Vendor is absolutely possessed of or otherwise
well

Received on 02/02/21

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(2)

and sufficiently entitled for an estate equivalent to an estate in fee simple in possession free from all incumbrances to the land hereditaments and premises described in the Schedule hereto and hereby granted or expressed so to be

And whereas the Vendor has agreed with the Purchasers for the absolute sale to them of the said hereditaments and premises and the inheritance thereof in possession free from all incumbrances at the price of Rupees 78000 (Rupees seventy eight thousand) And whereas by a Decree made by the High Court of Bombay in Suit No 293 of 1939 (C.S) (Sir Dinkar Manojji Pelti and others vs. The Advocate General of Bombay) the said Court sanctioned the purchase of the said land hereditaments and premises described in the Schedule hereunder written by the Purchasers from the Vendor. Now this

Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Rupees 3000 (Rupees three thousand) ad earient money on the third day of February one thousand nine hundred and thirty nine and the further sum of Rupees 75000 (Rupees seventy five thousand) or thereabouts before the execution of these presents to the Vendor paid by the Purchasers (the receipt of which sum of Rupees 3000 (Rupees three thousand) and Rupees 75000 (Rs. seventy five thousand) making together Rupees 78000 (Rupees seventy eight thousand) the Vendor doth hereby acknowledge and from the same doth hereby release the Purchasers) the Vendor doth hereby grant convey transfer and assure unto the Purchasers All those pieces or parcels of land hereditaments and premises more particularly described as one plot in the Schedule hereto Together with all houses out-houses edifices buildings yards compounds sewers trees drains ways.



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(3)

ways paths passages Commons wells waters
 water courses rights lights liberties privileges easements
 advantages and appurtenances whatsoever to the said heredita-
 ments and premises belonging or in anywise appertaining or
 usually held or occupied therewith or reputed to belong or be
 appurtenant thereto And all the estate right title interest
 property claim and demand whatsoever of the Vendor of in
 and to the said premises and every part thereof And all
 the deeds evidences and writings relating thereto and which
 now are in the custody or lawful power of the Vendor or any
 other person or persons from whom it can or may without
 suit procure the same To have and To hold the here-
 ditaments and premises hereby granted or expressed so to be
 unto and to the use of the Purchasers for ever as joint tenants
Subject however to the payment of all rates taxes and
 assessments dues and duties hereafter to become payable to
 the Government or to the Municipality of Poona Suburban
 in respect thereof And the Vendor doth hereby covenant
 with the Purchasers that notwithstanding any act deed or thing
 by the Vendor done or executed or knowingly suffered to the
 contrary the Vendor now hath good right in itself to grant
 the hereditaments and premises hereby granted or expressed
 so to be unto and to the use of the Purchasers in manner aforesaid
And that the Purchasers shall and may at all
 times hereafter peaceably and quietly possess and enjoy
 the said hereditaments and premises and receive the rents
 and profits thereof without any lawful eviction interruption
 claim or demand whatsoever from or by the Vendor or by any
 person or persons lawfully or equitably claiming from under
 or in trust for it And that free from all incumbrances
 whatsoever



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Whosoever made or suffered in the Vendor or any person or persons lawfully or equitably claiming as aforesaid And further that the Vendor or all persons knowing or lawfully or equitably claiming any estate right title or interest in the said hereditaments and premises or any of them or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required Whereas the Vendor has in its possession or power the Indenture of Mortgage dated the twenty sixth April one thousand nine hundred and twenty one made between Baji Abdulla Miya Baji Ahomed Khanawari of the first part, Mahomed Miya Baji Ahomed Khanawari Dadamiya Baji Ahomed Khanawari and Aba Miya Baji Ahomed Khanawari of the second part and Hanover Lalaji Dushao, Mahomedas Gocaldas and Hanubhai Burreji Broacha of the third part & registered by the Joint Sub Registrar of Bombay under register number 2168 at pages 347 to 368 of Volume 2845 of Book No I And whereas the said Indenture of Mortgage dated the twenty sixth April one thousand nine hundred and twenty one relates as well to the said hereditaments and premises described in the Schedule hereto and hereby granted or expressed to be as to other properties of the Vendor And whereas it is agreed that the Vendor shall retain in its possession or power the said Indenture of Mortgage dated the twenty sixth day of April one thousand nine hundred and twenty one and enter into such Covenant in respect thereof as is hereinafter

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Continued. This Indenture further witnesseseth
 that in pursuance of the said agreement and in consideration
 of the premises the Vendor doth hereby for itself its successors
 and assigns Covenant with the Purchasers that the Vendor
 its successors and assigns will at all times hereafter unless
 prevented by fire or other inevitable accident from time to
 time and at all times hereafter upon every reasonable request
 and at the cost of the Purchasers or any person or persons
 having or claiming through them or any of them any estate
 or interest at Law or in equity in the said premises herein
 before expressed to be hereby granted or any part thereof
 produce or cause to be produced to him her or them or his
 her or their attorney or agents or at any trial hearing Com-
 mission or examination or otherwise as occasion shall require
 the said Indenture of Mortgage dated the twenty sixth April
 one thousand nine hundred and twenty one for the manifest
 and maintaining defending and proving the title and
 estate of the Purchasers or any such other person or persons
 as aforesaid to and in the Premises and premises herein
 before expressed to be hereby granted or any part thereof And
 will also at the like request and cost deliver or cause to be
 delivered unto the Purchasers or any such other person or
 persons as aforesaid such attested or other copies or abstracts
 of or extracts from the said Indenture of Mortgage dated the
 twenty sixth April one thousand nine hundred and twenty
 one as he she or they may require And shall and will
 in the meantime unless prevented as aforesaid keep the
 said Indenture of Mortgage dated twenty sixth April one
 thousand nine hundred and twenty one safe unobscured
 and uncancelled. In witness whereof the said
 Banco



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(61)

Banco Nacional Ultramarino has presented caused its Common Seal to be affixed the day and year first hereinabove written.

The Schedule above referred to.

All those pieces of land together with the buildings messuages and out houses standing thereon bearing Revision Survey Nos. 52, 53, and 54 and admeasuring in the aggregate 17 Acres and 47 Guntas or Kheebauts and situated in the Civil Lines of Poona on the Koregaon Road in the village of Bonafity in the Registration Sub-District of Baroli Zilla, Poona and bounded as follows:—
That is to say on the East by the Koregaon Road on the West by Bund Garden Road on the North by the properties bearing Revision Survey No 134 and 135 and on the South partly by Alagaldas Road and partly by the property bearing Revision No 51 on which said premises bear Municipal House No 128.



The Common Seal

The within named Banco Nacional Ultramarino was affixed to the within written instrument in the presence of.

Banco Nacional Ultramarino
Mansur
Constituted attorney.



Hasan G. Khambaly
Sols, Bley
A. D. V. C. Khambaly

Received

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Received the day and year
 first above written of and from the above
 named Purchasers the sum of Rupees
7500 (Rupees Seven; five thousand)
 which together with the sum of Rupees 3000
 (Rupees three thousand) received on the
 third day of February one thousand nine
 hundred and thirty nine makes the sum
 of Rupees 78000 (Rupees seven; eight
 thousand) being the full Consideration
 money above expressed to be by him said
 to the Vendor.

Rs 78,000/-

Witnesses.

Hasan G. Phambali
[Signature]

I say received.

Praveer National Ultramarine
[Signature]
 Chartered Attorney.

Received fees for :-	
Registration	Rs. 164-0-
Photographing	
(Pages (a) 8	" 4-6-
(b) 176)	"
Extra under S. 30	" 5-0-
1 Copy S. 67	" 2-10-
Memo	" 0-8-
Postage	" 0-0-
Total Rs.	<u>176-8</u>



[Signature]
 Sub-Registrar.

Mr. Joao F. Lipe Lopes do Rosario
 executing party Manager No. 62 Pedder
 Road & known to the SR.
 admits execution as con.

atty.

JH
 7.2.40

(अभिलेख) लिपीक

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(81)

attorney of the Banco Nacional Ultramarino & identifies their seal.

20-2-1940.

[Signature]

A. Bhatt.

Sub-Registrar of Bombay.



Registered No. 629 of Book No. I.

A. Bhatt.
Sub-Registrar.

Date 26th February 1940

exercising all the powers of a Registrar except that of hearing appeals.

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मी नक्कल केली.
मी वाचली.
मी तपासली.



सत्य प्रत

[Signature]
सह जिल्हा निबंधक
वर्ग-२ (अभिलेख)
मुंबई जिल्हा

अज. क्रमांक 221/2024
संच. मुखिय नमालकर
गंवा त्यांचे ता. 19/1/2024
अर्जांनुसार नक्कल दिली.
दिनांक 19/1/2024

[Signature]
सह जिल्हा निबंधक-वर्ग-२ (अभिलेख)
मुंबई जिल्हा

TRUE COPY OF

Document No. 629

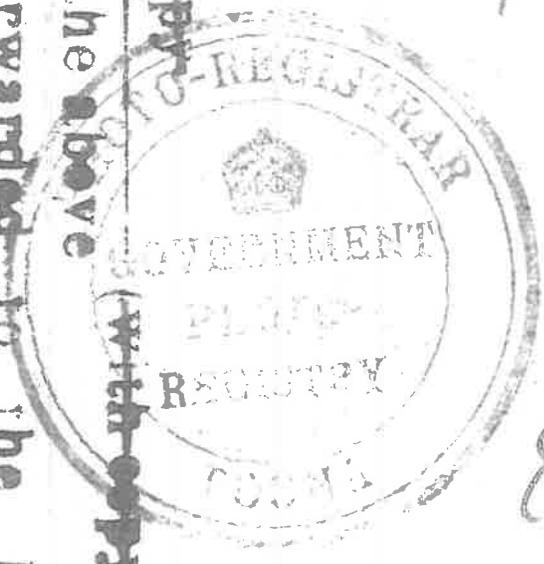
Pages 1 to

9 *Ceylon*

Registrar.

15/3/40.

Copy of the above
plan(s) forwarded to the District
Registrar of *Poonja* under
S. 67 of Act XVI of 1908.
Date 8-4-40



Copy of the above
with copy of the

8/4/40
HAB

Attorn
Sub-Registrar.

The page(s) No(s).
of document No. 629 of 1940
being la ~~so~~ size photocopy (copies)
of map(s) or plan(s) is (are) pasted
at page(s) 110 of Volume 257 of
Supplement to Book No. I, Part II.

Date 8-4-40

Attorn
Sub-Registrar.

Attorn