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Part A. The premises and so with the dimensions and shall also be delineated on the plan annexed hereto being the colours pink, blue, brown and green and surrounded by a red boundary line **Together** with the three buildings thereon consisting of (A) a main building partly ground floor partly ground floor and one upper floor and partly ground floor and two upper floors (B) a detached building consisting of a ground floor only and (C) a detached building consisting of a ground floor and two upper floors **(Which)** said premises are now in the occupation of the Lessee or these under tenants and are assessed by the Municipality under Section 346 (A) 346 (B) 346 (D) of the Act No. 12 of 1925 and 205 of 1926 **Except and reserving** unto the Board and the Lessee or Lessees for the time being of this Act Nos. 205 and 206 of 1926 at all times during the subsistence of the term hereby granted, to-wit:-

- (1) The right to lay drains or sewers and to repair and maintain the same under the passage forming a part of the premises hereby demised which said passage is twenty feet in width and one hundred and thirty decimal feet in length and is delineated in the plan hereto annexed by the colour brown and thereby no unnecessary damage and making compensation for all damage thereby done.
- (2) The right to full and free access of light and air over and along the said passage coloured brown in the said plan described in sub-clause (1) immediately adjoining **And except and also reserving** unto the Board and the Lessee or Lessees for the time being of this Act Nos. 205 and 206 of 1926 of 1926 the premises hereby demised to-wit:-

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and others authorized by them the right at all times during the term hereby granted by day or by night to pass and repose on foot or on horseback and with or without animals or vehicles over and along the said passages.

**And** this demise is subject to all rights of way, drainage and other easements which any person is entitled to over or under the premises **to hold** unto the Lessee as joint tenants from the twentieth day of January One Thousand Nine Hundred and Twenty five to the term of Nine Hundred and Twenty five years **Reserving** therefore up to the twentieth day of January One Thousand Nine Hundred and Twenty five the yearly rent of One Rupee (if demanded) and from the twentieth day of January One Thousand Nine Hundred and Twenty five to the twentieth day of January One Thousand Nine Hundred and Twenty six the yearly rent of Rupees Two Thousand Two Hundred and Sixty four and from the twentieth day of January One Thousand Nine Hundred and Twenty six to the yearly rent of Rupees Two Thousand Two Hundred and Sixty four and during the remainder of the said term the yearly rent of Rupees Three Thousand Five Hundred and thirty-two to be paid without any deduction by equal quarterly payments on the first day of the third month of each quarter namely on the Twenty first day of March, the Twenty first day of June, the Twenty first day of September and the Twenty first day of December in each year **And also** - in case of the determination of the said term during any quarter before the next

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for that quarter has been paid then **Reserving** a part of the quarter's rent in respect of the portion of the quarter elapsed at the time of such determination **And** the Lessee do hereby jointly and each of them both severally and so as to bind them and each of them assigns as well as themselves and their heirs Executors and Administrators - and to the extent that the obligations may continue throughout the term hereby granted but not so as to render themselves or the Lessees respectively personally liable to damages for any breach of the covenants on the part of the Lessee herein contained except in respect of the acts and defaults of themselves or Administrators after their respective estates and interests in the demised premises shall have become effectually vested for the then unexpired residue of the term in new Trustees of the said Social Service League whose appointment shall have been approved by the Board or after an assignment of the demised premises for the then unexpired residue of the said term to any person or persons other than such new Trustees to whom assignment the previous consent in writing of the Board shall have been obtained such vesting or assignment especially providing for the devolution on the transferee of the liabilities of the Lessee hereunder **Covenant** with the Board their successors and assigns as follows:-

1. During the said term to pay the rent so herebefore reserved upon the days and in manner of record **And also** to pay all rates taxes charges outgoings and assessments whatsoever which now or

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or may at any time hereafter during the said term be charged on the demised premises or on the land, had or tenanted of the same in respect thereof.

2. **Not** to use or permit to be used such portion of the land hereby demised as shall for the time being be wholly open for any purpose whatsoever other than as a garden or open space without the previous consent in writing of the Board **And** not to place or allow to be placed or stored upon the land for the time being being wholly open or any part thereof any articles or thing whatsoever which may interfere with the use of such land as a garden or open space **Provided Always** that in the event of any dispute arising as to whether a planting or storing is an interference or not the decision of the Engineer of the Board for the time being or of any other person for the time being authorized by the Board to perform the functions of the Engineer under these provisions (all of whom are hereinafter referred to as the Engineer) shall be final.
3. **Not** to pull down add to or alter any building or other erections at any time on the land hereby demised not to erect any other erection or building thereon without the previous consent in writing of the Board or the Engineer **Provided Always** that the Lessees shall at all times hereafter during the subsistence of the term hereby granted keep the space of One Thousand and Two Hundred square yards in extent and delineated

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the plan herein annexed by hatched black lines over the area coloured green and marked premises open spaces open and unbuild upon to the satisfaction of the Board or the Engineer.

4. To make maintenance and keep in repair all drains sewers and gutters on and leading from the demised premises to the satisfaction of the Board and the Municipal Commissioner and to the best satisfaction to lead all such drains into the drains or sewers in the neighbourhood of the said premises and at all times during the continuance of this demise to observe and conform to all such rules of the Board as may be in force and to all provisions relating to drains of the City of Bombay Municipal Act, 1933 and any Legislative enactment or amendment thereof and the bye laws thereunder for the time being in force.

5. Not to make any excavation upon any part of the land hereby demised nor remove any stone sand gravel clay earth or other materials therefrom.

6. Wherever necessary well and substantially to uphold repair support pass drains and drains (including all usual and necessary internal and external) except as to the work of painting colours and white washing and around all the buildings walls fences sanitary conveniences and improvements now or hereafter on the demised land and in all respects keep the same respectively in good and substantial repair and condition And to keep the open spaces and paved with stone which open spaces are indicated by the colour blue in the plan herein annexed.

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the plan herein annexed paved with stone and bound to the satisfaction of the Board or the Engineer And to keep the open spaces indicated by the colour green in the said plan laid out and maintained as open and drained to the best satisfaction And to keep the area coloured green in the said plan as a permanent open space and properly drained also to the best satisfaction And to preserve leave and yield of the same respective premises so repaired and kept as the satisfaction or sooner determination of the said Board.

7. Once in every ten years of the term hereby granted to treat all the buildings on the demised land with some colourless liquid stone preservative approved by the Engineer and to be satisfied that the same is not to colour paint or white wash or painted to be coloured painted or white washed any the buildings on the demised premises.

8. To forthwith remove or cause to be removed and not at any time after removal to erect for show or display or permit to be erected fixed places or structures or to continue and be in use or from any part of the demised premises or of the buildings or structures for the time being on the demised land any advertisement or advertisement board or sign or anything whatever in the nature of advertisement which shall have been specified in a written demand of the Board under the hand of the Engineer.

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of the Architect of the Board or of some other duly authorized Officer named in the Deeds requiring the removal of the same And not to fix or place or permit to be fixed or placed any sun shades or weather shades or awnings or from any portion of the said buildings or erections except such as are in accordance with a pattern to be approved by the Engineer or Architect of the Board.

9. To permit the Board or the Engineer and the Officers workmen or others employed by them from time to time and at all reasonable times during the said term to enter upon any part of the demised premises to inspect the condition of the same Provided Nevertheless that the Board shall give to the Lessees forty eight hours' previous notice of their intention so to do before making such entry and inspection.

10. To pay to the Board or to the Engineer (whose decision shall be final) shall determine to be payable by the Lessees of the cost of erecting repairing restoring and reinstating any enclosing party or other wall or fence for the time being on the demised premises and the fixtures appurtenant and to the demised premises and the fixtures appurtenant.

11. To use the buildings for the time being on the demised land for residential purposes, a lecture hall or club for working men, a school, a hall for the purpose of the said premises and for such other purposes as may be determined by the Board or the Engineer.

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heretofore prohibited but so as not to be a nuisance or annoyance to the Board their tenants and others in the neighbourhood And not to use the said premises in any part thereof or permit the same to be used for any business trade occupation or purpose whatsoever other than as provided in the previous consent in writing of the Board and not at any time to permit stable facilities workshops or work places on the demised land And particularly not to use the demised premises or any part thereof as a professional room booth or shop for sale for consumption either on or off the demised premises of intoxicating liquor whether country or foreign and whether by retail or wholesale And not to do or suffer to be done on the said premises anything which may be or become a nuisance or annoyance or offensive to the Board or the owners or occupants of this or any other property in the neighbourhood Provided always and it is hereby expressly agreed that the Board may at any time during the subsistence of the term hereby granted and in their absolute discretion withdraw the permission granted to the Lessees to use the said buildings as a printing press in case it is found to be a nuisance to the Board or their tenants and others or the owners or occupants of any other property in the neighbourhood by leaving on the demised premises one calendar month previous notice in writing and thereafter to the Lessees shall forthwith cease to use the said premises or any part thereof.

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as a printing press

12. Throughout the said term to insure and keep insured against fire all buildings now or hereafter on the demised land in three-fourths at the least of their full value in the joint names of the Board and the Lessee or the survivor or the survivor of them or the Heirs or Executors or Administrators of such survivor then or his assigns or some responsible Insurance Office approved of in writing by the Board or the Estate Agent of the Board. **And** whenever requested to produce all policies for the term being in force and the receipts for the premiums thereon for the current year to the Board or their Agent **And** if any building on the demised land shall be destroyed or damaged by fire then to lay out all moneys received under the insurance of said building or rebuilding such buildings as hereinafter is provided out of the moneys so received it shall not be sufficient for that purpose to pay and make up the deficiency **And** in case the said premises shall not be kept so insured as aforesaid or the policies and receipts shall not be produced as aforesaid the Board may but shall not be bound to make or renew such insurance in the name of the Board alone **And** to pay to the Board on demand all sums paid by the Board in respect of such insurance **And** in case of non payment thereof by the Lessee upon demand by the Board

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to be sent in arrears and the Board may determine therefor on the demised premises

13. **Whenever** during the said term the said buildings or any part thereof impeding shall be destroyed or damaged whether by fire or hurricane or by any other means or fire or other means and repair the same in accordance with the plans and specifications approved by the Board for the buildings destroyed or damaged under the direction and to the satisfaction of the Engineer and to continue to pay the rent hereby reserved as if no such destruction or damage by fire hurricane or otherwise had happened

14. **Not** to assign or sublet or part with any interest in the demised premises or any part thereof without the previous written consent of the Board

15. **So** after as the said premises or any part thereof shall be permitted assignment or by death or by operation of law or otherwise hereunder be assigned or transferred for the whole of the term hereby granted to cause every Assignment and every Probate of a Will or Letters of Administration or Order, Certificate or other document effecting or evidencing the assignment or transfer to be kept within a period of four calendar months after the date of such document and for seven days at least at the Office of the Board for the purpose of registration in the Board's Estate Register

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Provided always that the term so paid in registering any document with the Sub-Registrar of Assurances shall not be included in computing the period aforesaid **And** in case the Board shall deem it necessary or advisable to take legal advice as to any such assignment or other document or demand to pay to the Board all costs which the Board may incur in and about the obtaining of such advice as aforesaid

16. **To** indemnify and to keep indemnified the Board against all claims demands Suits Losses or Awards which may be made brought or passed against the Board in respect of any interference by the buildings erected for the term being upon the demised premises with any easements or incidents appertaining to the property of any person or persons adjoining or adjacent to the said demised premises

Provided always and it is hereby agreed that

(1) **If** and whenever any part of the rent hereby reserved shall be in arrears for a space of thirty days whether the same shall have been legally or formally demanded or not and also if and whenever there shall be a breach of any of the covenants on the part of the Lessee herein contained the Board may re-enter upon the said premises or any part of the said premises in the name of the whole and immediately thereafter the Lessee

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absolutely determine

(2) **All** cases where the consent of the Board or the Engineer is required to any alteration or in addition to the buildings or other erections on the demised land or to any variation of use of any part thereof such consent may be given upon the terms of payment by the Lessee of any fine or premium or otherwise as may be agreed between the parties

(3) **Any** notice to be given to the Lessee under the terms of these presents or in connection with the demised land shall be considered as duly served if the same shall have been delivered or left for or posted addressed to the Lessee or the Agents of the Lessee or any one of the persons or (should such persons be more than one) to whom such notice should otherwise be given at their or last known place of residence or business Bombay of the person served or on or at any part of the demised land or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the demised land

(4) **The** following Rules mentioned in Section 105 of the Transfer of Property Act, 1952 shall not apply to the rights and liabilities under these presents of the Board and the Lessee respectively namely Rules (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j)

(5) **Nothing** herein contained shall prevent the Board or their Lessee or tenants from erecting

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Mr. J. Chavali, attorney for the Trustees for the Improvement of the City of Bombay Secretary *London* aged *48* residing at *Concord St. Somia* execution by *R. H. A. Saha* Chief Officer and by *M. J. Saha* *H. K. Saha*

two members of the Improvements Committee of the Board executing parties & identifies the seal of the Trust. He is known to the Sub-Registrar

*M. Chavali*  
Attorney for the Trustees for the Improvement of the City of Bombay.

10 March 1927. *P. Chavali*  
Sub-Registrar of Bombay

*Sri Jankarji Rajibhai Datt*  
executing party, *Mandlani, Sam. Mangruiam*  
*M. S. Saha* admls execution.

22 March 1927 *Jankarji Rajibhai Datt*  
*P. Chavali*  
Sub-Registrar of Bombay.

*M. K. Saha* *Chavali*  
executing party, *Chit. Judge Small*  
*Crosses Court Bombay, Pandhvali*  
*known to the SR about execution*

14 April 1927 *M. K. Saha* *Chavali*  
Sub-Registrar of Bombay

SHANKARJI P. ANANDJI, and  
 Mrs. APEKSHA P. CHAUGHARI  
 (Proprietor)  
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*M. M. Saha* *Chavali*  
executing party, *Public Service* *48* *Mandlani*  
*M. S. Saha* admls execution.

9 May 1927 *P. Chavali*  
Sub-Registrar of Bombay.

*Sri Jankarji Rajibhai Datt*  
executing party, *Mandlani, Sam. Mangruiam*  
*M. S. Saha* admls execution.

17 May 1927 *M. K. Saha* *Chavali*  
Sub-Registrar of Bombay.

*M. K. Saha* *Chavali*  
executing party, *Chit. Judge Small*  
*Crosses Court Bombay, Pandhvali*  
*known to the SR about execution*

18 May 1927 *M. K. Saha* *Chavali*  
Sub-Registrar of Bombay.

Registered No. 486 of Book No. I  
Sub-Registrar of Bombay.  
Dated 14 June 1927.  
Copy of plan accompanying is entered at page 105 of Volume 274 of Supplement to Book No. I, Part II.

One duplicate presented along with this deed under Section 1737 is certified under the registered number.

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*Sri. Hanan Prusla Wade*, executing party, 72, *Dada, Bombay*, residing at 17, *House No. 2, Bandra, Bombay* admls execution of the so called *License and deed of consent* deed as *Vice-President of the Social Service League.*

*M. S. Saha* *Chavali*  
executing party, *Chit. Judge Small*  
*Crosses Court Bombay, Pandhvali*  
*known to the SR about execution*

5-2 April 1927 *M. S. Saha* *Chavali*  
Sub-Registrar of Bombay

Registered No. 455 of Book No. I  
Date 19/11/27 Sub-Registrar, Bombay

One duplicate presented along with this deed under Section 1737 is certified under the registered number.

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