





MAHARASHIRA

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GENERAL STAMP OFFICE.
Bembay, 17 th April 1967

CERTIFIED under Section 32 of the Bearing Stamp Act, 1958, that this Indiament is fully stamped.



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ar Asett. Superintendent of Stamps.

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COLLEGEOR

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THIS INDENTURE MADE AT BOMBAY THIS 15 day of May one thousand nine hundred and sixty seven BETWEEN the Trustees of the Declaration of Trust (hereinafter referred to) dated the 29th day of January

1958 and made by DWARKADAS RATANSI PREMJI (hereinafter called "the Tru stees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the Trustee or Trustees for the time being of the said Declaration of Trust and the heirs executors and administrators of the last surviving trustee) of the One Part and BOTANIUM LIMITED, a Company registered under the Companies Act 1956, and having its registered office at Bombay (hereinafter called "the Purchaser" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part

WHEREAS by a Declaration of Trust in the Marathi language dated the 29th day of January 1958 and made by the said Dwarkadas Ratansi Premji as the Settlor (and registered with the Sub-Registrar of Assurances at Thana under Photo No.141 on the 27th day of February 1964) certain assets including the lands hereditaments and premises situate at Thana were settled upon certain Charitable Trusts as therein mentioned

AND WHEREAS the said Declaration of Trust was duly registered with the Charity Commissioner of Maharashtra, Than a under 'No. P.T.No. 220 (Than a)

AND WHEREAS at the date of the said Declaration of Trust the Trustees appointed by the Settlor the said Dwark adas Ratanji Premji were (1) Manek Vinayak Owalekar, (2) Rasiklal Karsondas (3) Gordhandas Govindji, (4) Narotamdas Keshavji and (5) Mohanlal Vishram Thakkar.

AND WHEREAS prior to the date of the Agreement for

- 3 .

Sale hereafter recited, the said Mohanlal Vishram Thakkar died.

AND WHEREAS by clause 11 (as translated) of the said Declaration of Trust it was inter alia provided as follows:-

"11. if all the Trustees honestly believe that it is profitable to sell the Trust Property and that thereby the Trust Fund will increase and all the specified expenses and the work will be permanently done properly and smoothly then I authorise the Trustees to sell the Trust Property".

AND WHEREAS the several pieces of land described in the First Schedule hereunder written, being part of the lands settled by the said Declaration of Trust did not fetch any reasonable income and the then Trustees were of the honest belief that the ∞ st of proper management was disproportionate and beyond the means of the Trustees, the Trustees who were then the said (1) Manek Vinayak Owalekar, (2) Rasiklal Karsondas (3) Gordhandas Govindji, and (4) Narotamdas Keshavji, and that it was profitable to sell the same, they the said (1) Manek Vinayak Owalekar, (2) Rasiklal Karsondas (3) Gordhandas Govindji and (4) Narotamdas Keshavji being all the trustees then existing by virtue of the powers set out in the said Declaration of Trust and acting under the same, agreed to sell to the Purchaser the said lands described in the First Schedule hereunder written at or for the price of Rs. 1.46,542 (Rupees one lac forty six thousand and five hundred and forty two) and on the terms included in the Agreement for Sale duly entered into, on the 14th day of March 1963 between the said (1) Manek Vinayak Owalekar. (2) Rasiklal Karsondas (3) Gordhandas Govindji and (4) Narotamdas Keshavji as being all the Trustees

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of the said Declaration of Trust of the One
part and the Purchaser of the other part, subject,
however, to the consent of the Charity Commissioner of
Greater Bombay being obtained thereto

AND WHEREAS the Charity Commissioner, Maharashtra State Bombay by his Order dated the 13th day of April 1963 bearing No. J/4/25/1963/5023 of 1963 (which is annexed as the Second Schedule hereto) has sanctioned the sale of the said lands described in the First Schedule hereunder written to the Purchaser

AND WHEREAS the said pieces of land being

agricultural lands the Collector of Thana by his sanction whis tended by their letter No. TN C/S R/46 detal /4-2-1967 dated the 21st day of March 1964 (which is annexed as

the Third Schedule hereto) consented to the sale of the

YGIV.9.1kakkar same to the Purchaser

at the time of the Agreement for sale &. 15,000/-(Rupees fifteen thousand) as earnest money and further paid on 28th August 1965 another sum of &. 58,271/- (Rupees fifty eight thousand two hundred and seventy one), (which amount has since been deposited by the Trustees in fixed deposit with the Union Bank of India Limited, in the joint names of the said Maneck Vinayak Owalekar, the said Narottam Keshavji and the said Gordhandas Govindji)

AND WHEREAS by a Resolution of the Trustees
passed at a meeting of the Trustees duly convened on the
12th day of January 1967 (1) Kumari Yesumati Dwarkadas
(2) Vasanji Gordhandas Thakkar and (3) Chandrakant
Maneck Owalekar were appointed additionally as Trustees
of the said Declaration of Trust dated 29th January 1958
as from the 12th day of January 1967

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AND WHEREAS
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AND WHEREAS
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NOW THIS I of the said agreen of Rs. 15,000/- (R 14th March 1963 a (Rupees fifty eig one) paid on or a and of the furth three thousand t Trustees paid by of these present Rs. 1,46,542/- (hundred and for do hereby admit and every part discharge the hereby grant, the Purchaser are of the ag Registration described in

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AND WHEREAS clause 9 of the said Declaration of Trust inter alia provides that all matters pertaining to the Trust shall be carried out as decided by the majority of the Trustees

AND WHEREAS at a meeting of the Trustees duly convened for and held on the 5th day of March 1967 it was inter alia resolved that any five of the Trustees do execute these presents, the draft whereof was placed before the meeting and approved

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 15,000/- (Rupees fifteen thousand) paid on the 14th March 1963 as earnest money and the sum of &.58,271/-(Rupees fifty eight thousand two hundred and seventy one) paid on or about the 28th August 1965 as aforesaid and of the further sum of &. 73,271/- (Rupees seventy three thousand two hundred and seventy one) to the Trustees paid by the Purchaser on or before the execution of these presents, making together the said sum of Rs. 1,46,542/- (Rupees one lac forty six thousand five hundred and forty two) (the receipt whereof the Trustees do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Purchaser for ever), they the Trustees do hereby grant, release, convey, transfer and assure unto the Purchaser all those the said pieces of land (which are of the agricultural tenure) at Thana in the --Registration Sub-District of Thana and more particularly described in the First Schedule hereunder written TOGETHER WITH all yards, compounds, sewers, fences trees, drains, ways, paths,

passages, commons, gullies, wells, waters, water-courses, lights liberties, rights, privileges, easements and appurtenances whatsoever to the said pieces of land or any part thereof 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 at law and in equaty of them the Trustees of in and to the said pieces of land and every part thereof TO HAVE AND TO HOLD all and singular the said pieces of land and all other the premises hereby granted released conveyed transferred and assured or expressed so to be with their appurtenances (all which are hereinafter referred to for brevity's sake as "the said Premises") unto and to the use of the Purchaser for ever Subject to the payment of all rents, rates, taxes, assessments, dues and duties now or hereafter to become payable to the Government of Maharashtra or to any Municipality or any other public body in respect thereof AND the Trustees do and each of them doth hereby covenant with the Purchaser that notwithstanding any act deed matter or thing whatsoever by the Trustees or by any person or persons lawfully or equitably claiming from under or in trust for them made done omitted or executed knowingly or willingly suffered to the contrary they the Trustees now have in themselves good right and absolute power to grant release convey transfer assure the said



Premises unto and to aforesaid AND that from time to time a and quietly to hold hereby granted with rents and profits without any lawful whatsoever from on other person or p from under or in and freely and cl leased and for Trustees sufficie ndemnified of f incumbrances wha had made execut Trustees or by a equitably claim AND further tha lawfully or equ

interest at law granted or any for them the T and at all tim Purchaser do a

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Premises unto and to the use of the Purchaser in manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quaetly to hold possess and enjoy the said Premises hereby granted with their appurtenances and receive the rents and profits thereof for itsown use and benefit without any lawful eviction interruption claim or demand whatsoever from or by the Trustees or from or by any other person or persons lawfully or equitably claiming by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted exonerated leased and for ever discharge or otherwise by the Trustees sufficiently saved defended kept harmless and Indemnified of from and against all estates charges and incumbrances whatever either already or to be hereafter had made executed occasioned and suffered by the Trustees or by any other person or persons lawfully or equitably claiming by from under or in trust for them AND further that the Trustees and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the said Premises hereby granted or any part thereof by from under or in trust for them the Trustees shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts deeds things matters and assurances in the law whatsoever 1969192465

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THN 494/9/26 1967

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for further and more perfectly and absolutely granting and assuring the said Premises hereby granted unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required

AND WHEREAS the deeds and documents mentioned in the Fourth Schedule hereunder written relate to the Premises hereby granted as well as to other funds and properties belonging to the Trustees and the Trustees have agreed to give a covenant for their production in manner hereinafter appearing

NOW THIS INDENTURE FURTHER WITNESSETH that the Trustees do hereby covenant with the Purchaser that they the Trustees shall and will unless prevented by fire or some other inevitable accident so long as the said deeds and documents shall remain in their possession custody or power from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to such person or persons as the Purchaser may require or at any trial hearing commission or examination or otherwise as occasion shall require the said deeds and documents specified in the Fourth Schedule hereunder written or any of them for the purpose of showing the title of the Purchaser to the said Premises hereby granted or any part thereof AND ALSO at the like request and cost deliver or cause to be delivered unto the Purchaser such attested or other copies of or

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extracts from the same require and shall and ed as aforesaid keep unobliterated and understand the same of the same edge of the same

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extracts from the said Deeds or any of them as they may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe unobliterated and uncancelled PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in case the Trustees shall deliver the said deeds to any future Purchaser or Purchasers any of the hereditaments to which the same relate or to any other person or persons for the time being entitled to the custody thereof and shall thereupon at the costs and charges of the Purchaser procure such purchaser or purchasers person or persons to enter into a covenant with the Purchaser similar in all respects to the covenants hereinbefore contained then and in such case and immediately thereupon the covenant hereinbefore contained shall cease and become void.

IN WITNESS WHEREOF the Trustees have hereunto set their respective hands and seals the day and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO :-

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THN 494/19/2

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Application the Bombay P
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(Thana)

Sanction
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of M/s. Botanium

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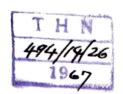
subject to the

and the provision

proceeds in acc 35 of the Bomba



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THE SECOND SCHEDULE ABOVE REFERRED TO :-

Application No. 35 of 1963 under Section 36 of the Bombay Public Trusts Act, 1950 in respect of Ratansey Premji Charitable Trust \(\subseteq P. T. No. E-220 \) (Thana)

No. J/4/1963/5023 of 1963. Office of the Charity Commissioner, Bank of India Building, 3rd Floor, Flora Fountain, Fort, Bombay 1. Dated 13 APR. 1963.

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y Am.

V.a. Thakkay

ORDER.

Sanction is hereby accorded under Section 36 of the Bombay Public Trusts Act, 1950 to the sale of the following agricultural lands situate at Ovale in Taluka and District Thana admeasuring about 92 acres in favour of M/s. Botanium Co.Ltd. at the rate of Rs. 1,601/- (Rupees one thousand six hundred and one only) per acre subject to the condition that the proviso to Section 63 and the provisions of Section 88B of the Bombay Tenancy and Agricultural Lands Act, 1948 are duly complied with by the trustees.

The Trustees are directed to invest the sale proceeds in accordance with the provisions of Section 35 of the Bombay Public Trusts Act, 1950.

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Serial.



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7	213	4	0 - 30 1	29	277
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9	215	-	1 - 33 2	31	279
10	216	1	0 - 12	32	280
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			Total	92 - 16 ½
	,		•	

CHARITY COMMISSIONER
BOMBAY
MAHARASHTRA STATE.

Sd/-

Charity Commissioner, Maharashtra State, Bombay.

42.65 a -> WUL 37-36.000

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The Managing Trustee, Ratansey Premji Charitable Trust, House No. 147, Station Road, THANA .

> Note: The Trustees should file a change report under Section 22 of the Bombay Public Trusts Act, 1950 after the sale transaction is completed.

> > Sd/-

For Charity Commissioner, Maharashtra State, Bombay.

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Copy forwarded to the Dy. Charity Commissioner, Greater Bombay Region, Bombay for information and record.

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Read: - Application Dt. 30.10.1

Read: - Government

9.4.63.

Department:



Permission Ltd. at Bombay to Schedule measurin industrial purpos Section 63 of the

(1) The lands purpose for which year from the da to comply with the

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THE THIRD SCHEDULE ABOVE REFERRED TO :-

Read:- Application from M/s. Botanium Ltd. at Bombay Dt. 30.10.1963.

Read: - Government of Maharashtra Industries and Labour Department's.No. IDN/1063/24051/IND-I dated 9.4.63.

No. TNC/SR/46. Office of the Assistant Collector, Thana Division, Thana. Dated :21.3.1964.

ORDER:-

Permission is hereby granted to M/s. Botanium Ltd. at Bombay to purchase the land as mentioned in the Schedule measuring 92-11-4 for non-agricultural and industrial purpose (establishing an Industry) under Section 63 of the B. T. and A.L.Act, read with Rule 36 of the B. T. and A. L. Rules, 1956, on the following conditions :-

The lands so purchased should be used for the (1) purpose for which permission is granted within one year from the date of order. If the purchaser fails to comply with the conditions within the prescribed period, permission given under section 63 shall be deemed to have been cancelled and sale shall be deemed to have/made without previous permission of the

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1967.

Collector. The date of taking over possession shall be

reported to the Gollector.

(2) The land so purchased shall not be disposed of

in any manner without prior permission of the Collector.

The purchaser should obtain necessary N. A.

permission from the Competent Authority before the land is usedfor Non-Agricultural purpose.

Sd/-

Assistant Collector, Thana. Division, <u>Thana</u>.

SUB ARCO

To

Messrs. Botanium Ltd.
Neville House,
Graham Road,
Ballard Estate, Bombay.
The Mamlatdar Thana/Kalyan for information.

Copy submitted to the Collector of Thana, for information.

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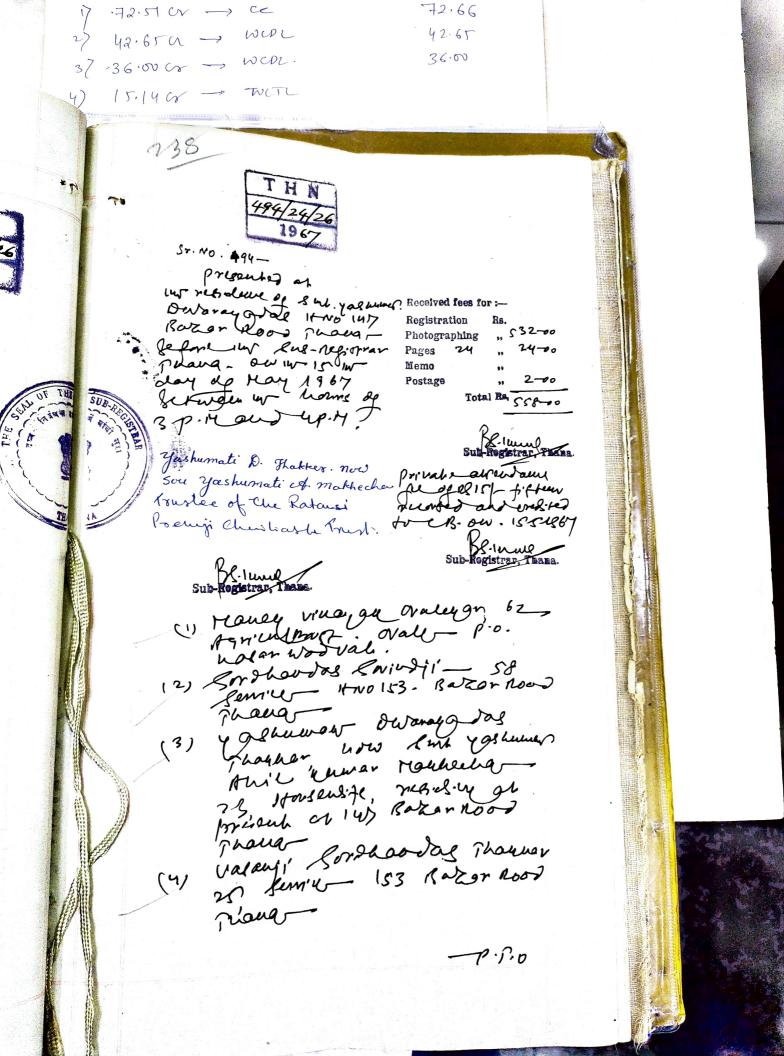
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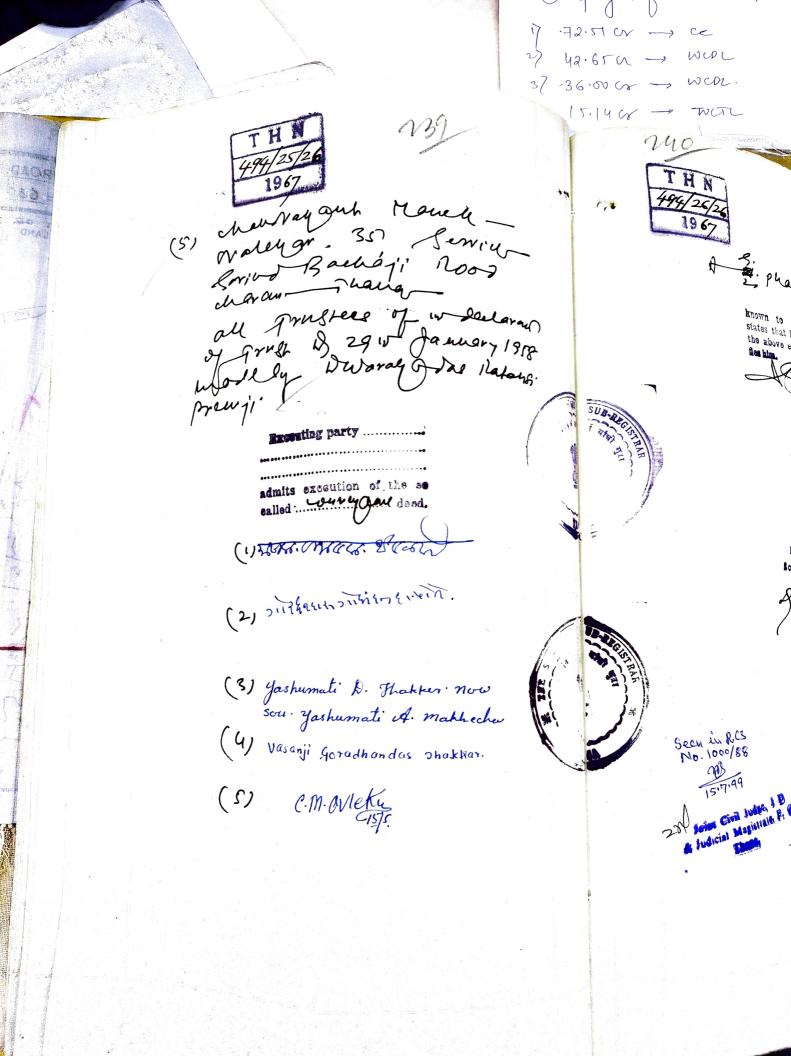
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261/-	4- 35- 08
262/-	4- 32- 04
263/-	4- 32- 04
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266/-	4- 19- 08
277/2	0- 18- 08
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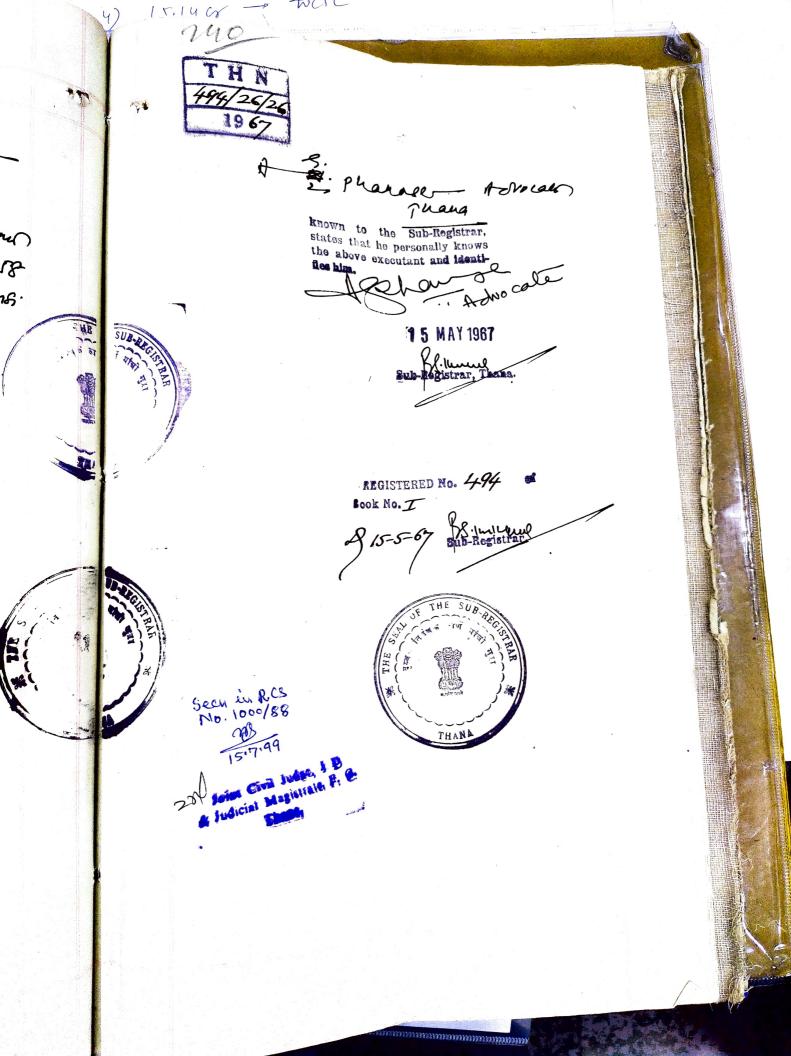
Sd/Assistant Collector, Thana
Division, Thana.

3/ 36.00 0 36.00 15.1400 -THE FOURTH SCHEDULE ABOVE REFERRED TO :-Indenture of Trust dated 29th January 1958 and made between Dwarkadas Ratansi Premji of the one part and the said Dwarkadas Ratansi Premji and others of the other part (and ordered for registration under Plot No.141 dated 27th February 1964). SIGNED SEALED AND DELIVERED by and on behalf of the present Trustees (1) MANEK VINAYAK OWALEKAR, (2) NAROTAMDAS KESHAVJI, RASIKLAL KARSONDAS, (4) GORDHANDAS GOVINDJI, (5) KUMARI YESUMATI DWARKADAS,) (6) VASANJI GORDHANDAS THAKKER,) (7) CHANDRAKANT MANEK OWALEKAR,) being the Trustees of the Declaration of Trust dated 29th January 1958 referred to within, by: (1) MANEK VINAYAK OWALEKAR, HORE CONOCE BICED (2) GORDHANDAS GOVINDJI,) yashumati D. Thakker now (3) KUMARI YESUMATI DWARKADAS, Sou yashumati A makheda (4) VASANJI GORDHANDAS THAKKER,) Vasanji Goradhandas Thakkar (5) CHANDRAKANT MANEK OWALEKAR,) C.M. OVICK as per authority conferred on them by Trustees resolution dated the 5th day of March 1967) RECEIVED

onprøje 'mfro con 1969192465 ·36.00 Cr WITC RECEIVED the day and year first hereinabove written from the Purchaser) Sr. No . 494the sum of Rs.73,271/- (Rupees seventy) presented as three thousand two hundred and seventy) owaray grate 1400 MVO HOST. one) which together with the sum of Rozer Goos phase Rs. 15,000/- (Rupees fifteen thousand)) GG service I'm Rue-nego paid as earnest money and the further rdang- ow in 150, Setween up hom sum of Rs.58,271/- (Rupees fifty/thou-) SUB-RE sand two hundred and seventy one) paid) V QT V. q. Thakka on the 28th day of August 1965 makes C.M.O. Yashumati D. Thakker. up in all the sum of Rs. 1,46,542/-) Rs. 1,46,542/ Sou yashumati cf. mo (Rupees one lac forty six thousand five) hundred and forty two) being the full) consideration money within expressed to) have been paid by the Purchaser to the) Trustees of the Declaration of Trust (1) Honey vin dated the 29th day of January 1958 made) Agni colpac notar wood by Dwarkadas Ratansi Premji. For and on behalf of the Thangs Trustees of the Declaration , gehow of Trust dated the 29th day of January 1958 made Thather by Dwarkadas Ratansi Premji. Awil " 28 House MVO (1) HONO MOORS VOCOL अत्रिकाता अत्यादां दे अरेत. présent a Thouar (3) Yashumati D. Thatker now Sou yashumati A. mathecha. valenji' 25 Sem'4 Vasanji Goradhandus Thakhar. CMO C.M. Breke (5) Witness.







42.650 - WOOL -, wear. 37 -36.00 08 19 6919 2465 WITC 15.1408 Dated 15 - May 196.7 THE TRUSTEES OF THE DECLARATION OFTRUST DATED 29th JANUARY 1958 1 8 SEP 1973 MADE BY DWARKADAS RATANSIPREME V.B. OKa To BOTANIUM LTD - 18/9/73 Eacrost Money Paid at the time of Africant for Sale ion 14-3-1963 711) Face the Sum paid 58,871 or 28-8-1965 Futter dem faid on 15-5-1967 Utt agrecar Total: R. 1,46,542 DEED OF CONVEYANCE Area: 91 A-21G-4As My 59hs 42/1 Reg. Sint 802 975 Filed in Cont 626 PIR. Advan asper Dt. 291, 78 201964 MULLA & MULLA Messrs. de, 25-179 1 C. I.S. D. Th CRAIGIE BLUNT & CAROE 25-179 ATTORNEYS-AT-LAW.

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