

Dated the 30th day of January 1971

THE TRUSTEES OF THE PORT OF BOMBAY
TO
**THE MAHARASHTRA STATE CO-OPERATIVE
MARKETING FEDERATION LIMITED**

Lease of a piece of land and buildings on the Mazagon-Sewree Reclamation Estate containing an area of 4020.19 Square Metres for use as a Godown for the storage of fertilizers and other non-hazardous goods and appurtenant offices and residential quarters for the staff.

BOUNDARIES : **NORTH :** Trustees' Land
 SOUTH : Trustees' Road
 EAST : } Trustees' Railway.
 WEST : }

TERM: Twenty-four years seven months & five days

BEGINNING: 27th March 1966. **ENDING:** 31st October 1990.

Registered in the Rent Roll under No. 2068


For Estate Manager,
Bombay Port Trust.

PP-117
Vol 416 BSRo

Filed with accompanying
Copy of ~~part~~
document, registered No. P/HO/71 of
pages 19728 Volume P531 of Book
No. 1.
Date 1-8-1924


Sub-Registrar of Bombay



Approved
For Adm. Supd. in Charge
Bombay



A Lease made the Thirtieth
January One thousand nine hundred and seventy-one

BETWEEN THE TRUSTEES OF THE PORT OF BOMBAY of the one Part
part and THE MAHARASHTRA STATE CO-OPERATIVE MARKET-
ING FEDERATION LIMITED of the second part (all of whom are
hereinafter more particularly defined).

WHEREAS (a) The Lessee hereunder had applied to the Trustees for a Recitals.
Lease of the piece of land situate at Grain Depot
admeasuring Four thousand and twenty square metres and
nineteen square decimetres or thereabouts on the Mazagon
Sewri Reclamation Estate of the Trustees and more
particularly described in the Schedule hereto together with
the buildings thereon for use as a godown for the storage
of fertilizers and other non-hazardous goods and appurtenant
offices and residential quarters for the staff of the
Lessee which the said Trustees have agreed to grant
for the term at the rent and upon the conditions and
subject to the covenants hereinafter contained.

(b) The Lessee has been in possession of the said premises
since the twenty-seventh day of March one thousand
nine hundred and sixty-six.

(c) The Lessee has deposited with the Trustees a sum of
**Rupees Thirteen thousand five hundred and
eighteen only** to secure the due payment of the rents
hereinafter covenanted to be paid by the Lessee.

NOW THIS LEASE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:—

Definitions.

1. In these presents (including the foregoing recitals and these definitions) the following words and expressions shall unless the context forbids have the meanings here respectively assigned to them and the following rules of construction shall prevail:—

"Trustees."

(1) "The Trustees" shall mean the said Trustees of the Port of Bombay incorporated by Bombay Act VI of 1879 and shall include their successors and assigns and other the persons or person for the time being entitled to the reversion expectant upon the determination of the term hereby granted of and in the land and hereditaments hereby demised.

"Lessee."

(2) "The Lessee" shall mean the said MAHARASHTRA STATE CO-OPERATIVE MARKETING FEDERATION LIMITED, a society registered under the Bombay Co-operative Societies Act 1925 having its Registered Office at Bombay and its successors and permitted assigns.

"Said Land."

(3) "The said land" shall mean all the land and hereditaments hereby demised and shall include any buildings or erections whatsoever from time to time standing thereon.

"Buildings."

(4) "The buildings" shall mean any buildings from time to time standing on the said land.

"Said Premises"

(5) "The said premises" shall mean and include the said land and the buildings and everything comprised therein or enjoyed therewith and shall be construed in the widest sense.

"Said Term."

(6) "The said term" shall mean the term of years hereby granted and any extension thereof.

Whole includes part.

(7) A reference to the said land buildings or to the said premises shall include any part thereof.

"Estate Manager."

(8) "The Estate Manager" shall mean the Estate Manager for the time being of the Trustees and shall include his Deputy or Assistant or Assistants for the time being or any person acting in any of these capacities.

"Municipality."

(9) "The Municipality" shall mean the Municipal Corporation of Greater Bombay.

(10) "Government" shall include both the Union and the State "Government." Governments.

(11) Words importing the singular shall include the plural and Singular Plural. *vice versa*.

2. In consideration of the rents hereinafter reserved and of the ^{Demise.} covenants by the Lessee hereinafter contained the Trustees DO HEREBY DEMISE unto the Lessee all that piece of land situate at Grain Depot, admeasuring Four thousand and twenty square metres and nineteen square decimetres or thereabouts on the Mazagon Sewri Reclamation Estate of the Trustees and more particularly described in the Schedule hereto and delineated on the plan annexed hereto and thereon coloured Pink TOGETHER WITH :-

(a) The buildings for the time being standing on the said land ^{Buildings} for the term hereinafter stated for use in accordance with the covenants hereinafter contained.

(b) The right and liberty for the purposes of the business of the ^{Railway Siding.} Lessee so long as the Lessee shall hold the premises under the terms of this lease to use the said siding (subject to the express provisions in regard thereto hereinafter contained) in accordance with the terms and provisions of the said Agreements to be entered into between the Trustees and the Lessee (in the forms of the standard agreements of the Trustees) in relation to the working of a private siding and to the maintenance and construction thereof and in accordance with the covenants hereinafter contained.

3. The Lessee shall have and hold the said premises for the term of ^{Term.} Twenty-four years seven months and five days commencing on the Twenty-seventh day of March One thousand nine hundred and sixty-six and expiring on the Thirty-first day of October One thousand nine hundred and ninety subject to and upon the condition that the Lessee shall duly conform to and observe all the covenants and agreements hereinafter contained and on the part of the Lessee to be performed and observed.

4. (1) The Lessee shall pay to the Trustees for the said premises ^{Rent.} and for the rights and liberties hereby granted during the said term the following rent:

(a) For and from the Twenty-Seventh day of March One ^{First Term} thousand nine hundred and sixty-six up to the thirty-first ^{From 27-3-1966} To 31-10-1970.

day of October One thousand nine hundred and seventy the monthly rent of Rupees Four thousand five hundred and five and ninety-six Paise only clear of all deductions on the first day of every month the first of such payments having become payable on the first day of April One thousand nine hundred and sixty-six in respect of the proportionate part of the preceding month.

Second term
From
1-11-1970
to
31-10-1980.

(b) For and from the First day of November One thousand nine hundred and seventy up to the thirty-first day of October One thousand nine hundred and eighty the monthly rent of Rupees Five thousand six hundred and eight and seventeen Paise only clear of all deductions on the first day of every month the first of such payments to be made on the first day of December One thousand nine hundred and seventy in respect of the preceding month.

Thereafter.

(c) For and from the first day of November One thousand nine hundred and eighty up to the end of the said term the monthly rent of Rupees Seven thousand and eleven and eighty-eight Paise only clear of all deductions on the first day of every month the first of such payments to be made on the first day of December One thousand nine hundred and eighty in respect of the preceding month.

(2) The Lessee shall also pay to the Trustees in the event of and immediately upon the said term being determined by re-entry under the condition in that behalf hereinafter contained a proportionate part of the said monthly rent for the time being payable for the fraction of the current month up to the date of such re-entry.

Lessee's
Covenants.

5. THE LESSEE DOETH HEREBY COVENANT WITH THE TRUSTEES AS FOLLOWS :-

Pay Rent.

(1) To pay at the office of the Estate Manager of the Trustees the monthly rent hereby reserved upon the days and in manner aforesaid.

Pay rates etc.

(2) To pay all rates taxes license or other fees charges dues assessments and outgoings now payable or hereafter to become payable in respect of the said land buildings or in



respect of any raw materials or finished products for the time being thereon.

- (3) Not without the previous consent in writing of the Trustees User, to use the said premises for any purpose other than for a godown for the storage of Fertilizers and other non-hazardous goods and appurtenant offices and residential quarters for the staff.
- (4) Not to carry on any business on the said premises except in such a way that the same shall be free from reasonable objection and shall not be or become dangerous or offensive or a nuisance; and not to do or permit to be done on the said premises anything which may be or become or grow to be a danger nuisance disparagement or annoyance to the Trustees or their tenants or to any other persons in the vicinity or which may result in adjoining or neighbouring property of the Trustees or the lessees or tenants thereof becoming liable to any statutory or municipal restriction. **Against Nuisance.**
- (5) Not at any time during the continuance of the said term to affix or display or permit to be affixed or displayed on the said premises any signboards sky signs or advertisements painted illuminated or otherwise unless the consent in writing of the Trustees shall have previously been obtained thereto. PROVIDED ALWAYS that no such consent shall be required in respect of sign boards or advertisements relating to the business carried on by the Lessee on the said premises. **Not to affix or display signboards advertisements etc.**
- (6) To obtain and maintain all such licenses as may be required by law from time to time for the purpose of such user as aforesaid of the said premises AND NOT at any time to do or suffer to be done anything upon the said premises whereby the holding by or granting to the Lessee of any necessary licence shall or may be prejudicially affected. **Licenses.**
- (7) To carry out all loading and unloading of vehicles within the boundaries of the said land. **Loading of Vehicles.**
- (8) To erect and at all times during the said term to maintain in good and substantial condition a masonry boundary wall or fence around the said land to the satisfaction of the Estate Manager. **Wall or fence**

**Additions to
Buildings.**

(9) Not to remove add to or alter the buildings from time to time upon the said land, and not to commence such work of removal, adding or altering any buildings until the Lessee shall have submitted for the approval of the Trustees the name of the Architect whom it intends to employ for the preparation of plans and for the supervision of the proposed removal, additions or alterations of the buildings and until the Trustees shall have signified to the Lessee their approval of the Architect and of the plans and specifications for such removal, additions or alterations which approval may either be withheld or granted upon such terms and conditions (including the payment by the Lessee of a premium or additional rent) as the Trustees may in their absolute discretion decide AND not to complete without previous sanction in writing of the Trustees and if so required by law also of Government and the Municipality the proposed removal additions or alterations of the buildings except in strict conformity with Plans, Designs Class Elevations and Specifications so approved to the satisfaction of the Trustees and except under the direct supervision of the Architect so approved by the Trustees AND to submit for the prior approval by the Trustees detailed plans sections elevations and specifications for any proposed alterations or additions to the buildings showing the size and thickness of the walls and of any timber or metal which may be of consequence in carrying out such alterations or additions and giving the description of the materials to be used AND ALSO if so required by the Trustees to deliver to the Estate Manager a copy of every such plan and specification signed by the Lessee or its Architects and to adhere strictly to every such plan and specification except in so far as sanction in writing shall be given by the Trustees to any deviation therefrom.

Excavation.

(10) Not to make any excavations on the said land or to remove any stone, sand, gravel, clay or earth therefrom (except as may be necessary for the purpose of any alterations or additions to the said buildings for which the Trustees' permission has been obtained) without the previous consent in writing of the Trustees or of the Estate Manager.

**Comply with
directions.**

(11) In making any such alterations or additions as aforesaid promptly to comply with all directions as may be given by

the Trustees or the Estate Manager and to make and carry out all such alterations and additions in strict accordance with the requirements of all relevant laws or regulations for the time being in force in Bombay.

- (12) Upon receiving notice that any additions or alterations to Rectify work the buildings are not being carried out to the satisfaction of the Trustees or the Estate Manager immediately to rectify the work or such portion thereof as may be necessary in accordance with such notice.
- (13) At all times during the said term to keep an area of at least Open Spaces. five feet in width within and along the Northern Boundary of the said land open to the sky and unbuilt upon AND at all times to keep such open spaces and all other open spaces properly paved and drained and to maintain the same in a clean and tidy condition to the satisfaction of the said Trustees.
- (14) At the expense of the Lessee to maintain and keep all the Repairs. works and buildings of whatsoever kind from time to time upon the said land in good and substantial repair including all necessary external and internal painting and colour washing and all works in sound working order.
- (15) Throughout the said term to secure that all work at any time Workmanship. being carried out on the said premises shall be carried out in a proper and workmanlike manner and after the best and most approved method and in a manner most conducive to the safety and well being of the adjoining property of the Trustees and other property belonging to them or of any person or persons in the neighbourhood of the said premises.
- (16) To construct and maintain drains on the said premises to Drains. the satisfaction of the Trustees and the Municipality and to lead all such drains into any drains or sewers already in or which may hereafter be constructed in any street adjoining the said premises according as may be directed by the Trustees or the Municipality and to keep all such drains thoroughly cleansed and scoured.
- (17) During the said term not to allow any outside door or Projections and Encroachments. window on the said premises to open outwards over the boundary of the said land nor to make or allow any projection

for any purpose over any boundary of the said land AND not to make or permit any encroachments over the adjoining land road or footpath belonging to the Trustees for any purpose whatsoever and to pay the charges at such rates as may be prescribed by the Trustees from time to time in the event of the Lessee or its tenants encroaching on the adjoining land road or footpath as aforesaid such payments to be received by the Trustees without prejudice to any of the rights or remedies in relation to the breach of this covenant.

Inspection.

(18) To permit and give every facility to the Trustees and their officers and all workmen and others at all times throughout the said term to enter upon any part of the said premises and examine and inspect the same and also to ascertain and assure themselves regarding the condition and state of repair thereof.

**Rectify
defects.**

(19) Upon the Lessee being given notice by or on behalf of the Trustees to the effect that there is or has been any disregard of or default or deficiency in respect of the above matters or any of them or in respect of the covenant for repairs herein contained or that the works or the business carried on upon the said premises are being operated or carried on in an improper or unsafe or unworkmanlike manner forthwith to rectify and make good any such disregard default deficiency or non-observance AND that upon the failure of the Lessee to do so within a reasonable time the Trustees or the Estate Manager or any of the Officers of the Trustees or their workmen may enter upon the said premises and rectify and make good any such disregard default deficiency or non-observance or carry out the necessary repairs as aforesaid at the expense in all respects of the Lessee which the Lessee shall be bound to pay and make good to the Trustees.

**Observe By-
Laws etc.**

(20) At all times during the said term strictly to observe and conform to all Acts of the Legislature By-Laws Rules and Regulations published and directions given or provisions made by Government or by the Municipality or by the Trustees or by any other legally constituted authority for the time being in force with regard to the use of the said premises by the Lessee or with regard to obtaining and holding

necessary licenses or otherwise in connection with or in regard to the business or any matters or things arising out of this lease or anything done or being upon the said premises or with regard to any buildings privy accommodation or drainage thereon.

(21) To make any additions or alterations to or in the buildings which the Government or the Municipality may at any time consider to be required to ensure further safety or as may in the opinion of the Trustees or the Estate Manager be deemed advisable or necessary for the purpose of securing safety to the public or to any neighbouring owner or occupier of property while the said business is being carried on.

Alterations for
Safety
purposes.

(22) The lessee shall during this demise give notice within one calendar month after execution thereof of any instrument of mortgage by the Lessee of the said premises or any part thereof whether by way of under-lease or assignment AND shall not otherwise assign the said premises or any part thereof without the consent in writing of the Trustees first obtained to such assignment and every instrument of mortgage or assignment as aforesaid shall within one calendar month after the date of registration thereof by the Registrar of Assurances be left at the office of the Trustees in order that the same may be registered in their books AND in case the Trustees shall deem it necessary or advisable to take legal advice as to whether such instrument should be registered then the Lessee shall forthwith on demand pay the Trustees all costs which they may incur in or about the obtaining such advice as aforesaid PROVIDED ALWAYS that the registration of any instrument of mortgage as aforesaid shall not be construed as implying the consent or approval of the Trustees to anything contained therein.

Against
Assignment.

(23) At the expiration or sooner determination of the said term (subject only to the condition hereinafter contained entitling the Lessee to remove the buildings constructed by the Lessee in the events specified) quietly to deliver up to the Trustees the said premises with the buildings in good and substantial repair and condition.

To deliver up
premises.

(24) If owing directly or indirectly to the carrying on of the said business of the Lessee or the exercise by the Lessee of any

Indemnify
Trustees.

rights or liberties hereby granted or if in consequence of there being anything upon or in connection with the said premises or the said Railway Siding which is an annoyance or if in consequence of any default in performing the conditions of this Lease or of any negligence on the part of the Lessee or any person connected with Lessee's said business or if in consequence of carrying on the said business or otherwise any damage shall be caused to the Trustees or to any of their property or any claim for damage or loss or any other relief shall be substantiated in a Court of law against the Trustees; then and in every such case (anything herein contained or done under the terms hereof to the contrary notwithstanding) forthwith upon demand to pay and make good the same and also to make good to the Trustees all and singular the costs charges and expenses which they may have incurred in regard or with reference to or in connection with any such damage or any such claim as aforesaid.

Restraint.

- (25) In the event of the Lessee being at any time restrained by injunction of a Court of law or being prevented by any Government or Municipal Authority from carrying on the said business or any part thereof on the said premises not to make any claim whatever against the Trustees in consequence thereof or in consequence of any inability to obtain the full advantage and benefit of the provisions of this Lease.

**To complete
Railway
Siding
Agreements.**

- (26) To enter into and complete at its own expense the Trustees standard forms of Agreements for maintenance of Railway sidings and for working traffic thereon whenever called upon to do so by the Trustees and duly to observe and perform all stipulations conditions and acts therein contained or specified and on the part of the lessee to be observed and performed.

**To pay Railway
Charges.**

- (27) At all time duly and punctually to pay and satisfy all rates and charges levied by the Trustees as the owners of the Port Trust Railway in respect of the working of traffic to or from the said premises over the Port Trust Railway or over the said Railway Siding.

Insurance.

- (28) Throughout the said term to keep all buildings standing on the said land insured in the joint names of the Trustees and of the Lessee to the full insurable value thereof against loss or damage by fire in some recognized Insurance Office

to be approved of by the Trustees or their Estate Manager and when thereunto required to produce the current year's receipt for the premium of such insurance to them or him AND ALSO as often as the buildings standing upon the said land or any part thereof shall be destroyed or damaged by fire or by hurricane or otherwise to lay out under the direction of the Trustees all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged AND if such moneys shall not be sufficient for rebuilding and reinstating the same at the cost of the Lessee to rebuild or reinstate the said buildings to the satisfaction of the Trustees and to continue to pay the rent hereby reserved as if no such destruction or damage by fire hurricane or otherwise had happened.

To reinstate
in case of
destruction
or damage.

6. THE TRUSTEES DO HEREBY COVENANT WITH THE LESSEE that the Lessee performing and observing all the covenants and agreements by the Lessee herein contained may hold and occupy the said premises during the said term without any interruption by the Trustees or any person claiming under them.

Trustees'
covenant for
quiet enjoy-
ment.

7. THE FOLLOWING ARE AGREED AND DECLARED TO BE CONDITIONS OF THE GRANT AND ENJOYMENT OF THIS LEASE:-

Conditions.

(1) This Lease is granted upon the condition that the Lessee shall duly observe and perform all the covenants and agreements herein contained and on the part of the Lessee to be observed and performed; AND that if and whenever there shall be a breach of this condition so that any part of the rent hereby reserved shall be in arrears for the space of thirty days (whether the same shall have been legally or formally demanded or not) or if and whenever there shall be a breach of this condition by the Lessee so far as it relates to the observance and performance of the covenants and agreements by the Lessee herein contained whether as regards the said premises or otherwise (other than the covenant for payment of rent); or if the Lessee shall go into liquidation or shall compound or arrange with the Lessee's creditors or if the said premises shall be attached or taken in execution upon any legal process; or if the said premises shall become liable to

Right of
re-entry.

be alienated by any operation of law except with the consent of the Trustees or if the Lessee shall do any act or thing whereby the said premises or the estate or interest of the Lessee therein shall be distrained attached seized or taken in execution; then in any such circumstances as aforesaid the Trustees may re-enter upon the said premises or any part thereof in the name of the whole and immediately thereupon this Lease and all rights of the Lessee hereunder shall absolutely determine PROVIDED NEVERTHELESS that such re-entry or determination shall not discharge the Lessee from liability for any arrears of rent due or accruing due at the time of such re-entry or for or on account of any previous breach of any of the covenants herein contained.

Damages.

- (2) If at any time during the said term this Lease shall become void or voidable by reason of any breach of any covenant proviso or agreement herein contained then and in any and every such case the Trustees shall in addition to all other rights and remedies vested in them be entitled to sue for and recover damages accruing or sustained thereby in any action at law against the Lessee.

**Appropriation
of Deposit.**

- (3) The Trustees may at their option and without prejudice to any of their rights or remedies appropriate the sum of **Rupees Thirteen thousand and five hundred and eighteen only** deposited by the Lessee as aforesaid in or towards satisfaction of any rent due hereunder and shall refund to the Lessee the said deposit or such part thereof as may not have been appropriated as aforesaid upon the expiry or sooner determination of the term hereby demised.

**Excavated
Materials.**

- (4) Any stone sand gravel clay or earth or other material excavated by the Lessee on the said land in exercise of the Lessee's rights hereunder in that behalf and not required by the Lessee for and used in the construction or execution of any permitted alteration or addition to the buildings shall be the absolute property of and be removable by the Trustees if they think fit to remove the same and the lessee shall have no claim thereto.

Renewal.

- (5) If the Lessee shall desire to take a renewed lease of the said premises for a further term of Thirty years from the expiration of the said term and of such desire shall prior to the

expiration of the said term give to the Trustees six calendar months' previous notice in writing and shall have paid rent reserved by and performed the covenants by and on behalf of the Lessee contained in this lease upto the expiration of the said term provided the buildings on the said land are repaired and strengthened to the satisfaction of the Trustees to outlast a further period of Thirty years then the Trustees will grant to the Lessee a new lease of the said premises to be prepared by or on behalf of the Trustees and to be completed and registered in duplicate at the expense of the Lessee for such further term of Thirty years with all the same covenants provisos and stipulations as are herein contained excepting this condition for renewal but reserving such monthly rent as may then be decided by the Trustees taking into consideration the rents then prevailing in respect of similar sites in the vicinity PROVIDED HOWEVER AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Trustees shall not be bound to grant to the Lessee a new lease of the said premises if at the time of the expiration of the term hereby demised the land hereby demised is required or is likely to be required by the Trustees for their own purposes as to which the decision of the Trustees will be final.

- (6) If the Lessee shall have duly observed and performed all the covenants and conditions on the part of the Lessee to be observed and performed hereunder then at the expiration of the said term the Lessee shall be entitled during a period of six months following the expiration of the said term at the expense in all respects of the Lessee to remove the buildings and works then on the said land PROVIDED that notice of the intention so to do shall have been given to the Trustees at or before the expiration of the said term AND PROVIDED that in such case the Lessee shall at the like expense within the said period of six months clear the said land of all buildings and works including foundations and level and restore the said land to a good state and condition to the satisfaction of the Trustees; and during the period of such removal and until the said land shall have been cleared levelled restored and reinstated as aforesaid the Lessee shall continue to pay to the Trustees for use and occupation thereof a sum equivalent to the rent lastly hereby reserved; and in the
- Removal of buildings.

event of the Lessee making default in such removal and re-instatement within the said period the Trustees shall be entitled to all buildings and works and other property on the said land and shall be at liberty to remove the same and re-instate the said land as aforesaid and the Lessee shall in such case on demand pay to the Trustees all expenses to which they may be put in so removing the buildings works and other property and in so clearing levelling and restoring the said land and shall further pay to the Trustees as liquidated damages for the breach of the covenants in this behalf an amount equal to the monthly rent hereby lastly reserved for a period of six months.



Notices

- (7) All notices consents and approvals to be given by the Trustees hereunder or in regard to any matter or thing arising out of this Lease shall be in writing and may be signed by the Estate Manager and shall be considered as duly served on the Lessee if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said premises or if the same shall be delivered at or sent by post to the usual or last known place of business of the Lessee in Bombay or if the same be left upon the said premises.

**Use of
neighbouring
property.**

- (8) The Trustees and their Lessees tenants and employees if duly authorised by them to do so shall be at liberty at all times and from time to time hereafter to make and carry out any reclamations in the neighbourhood of the said premises which they may think desirable and upon any part of the land adjoining to or in the neighbourhood of the said premises (whether such land has or has not been reclaimed) and shall be at liberty to make construct and use docks basins landing places railway sidings tramways and works appertaining thereto respectively and buildings of every description whether warehouses factories foundaries or otherwise and either in such buildings or otherwise to manufacture store handle gin garble and deal with goods and produce of every description whether mineral vegetable or otherwise and to carry on any business connected with or incidental to the trade of the City or

Port of Bombay or the manufactures or commerce thereof AND shall be at liberty to alter or raise the height of any building thereon; NOTWITHSTANDING that by reason of any of the matters above referred to or any nuisance or annoyance arising therefrom the light and air or the view or prospect or the convenience or comfort now or hereafter to be enjoyed by the Lessee in respect of the said premises may be affected AND no claim whatever by way of compensation shall be made against the Trustees in respect of any such matters PROVIDED NEVERTHELESS that nothing herein contained shall affect or restrict or be deemed to affect or restrict the rights if any of the Lessee against a Lessee or occupier of any land adjoining to or in the neighbourhood of the said premises belonging to the Trustees in respect of any act or thing done or suffered to be done thereon by such Lessee or Occupier and constituting a nuisance.

IN WITNESS WHEREOF the Chairman and two of the Trustees have hereunto set their respective hands and seals and the respective Common Seals of the Trustees and of the Lessee have been hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO


ALL THAT piece of land belonging to the Trustees in the Island of Bombay being a portion of Plot R at Grain Depot situate on the Mazagon Sewri Reclamation Estate containing by admeasurement Four thousand and twenty square metres and nineteen square decimetres or thereabouts and bounded as follows that is to say on or towards the NORTH by other land belonging to the Trustees and leased to D. B. Futnani & Sons (Bombay) Pvt. Ltd. on or towards the SOUTH partly by a Bombay Port Trust Road on or towards the EAST and the WEST by the Bombay Port Trust Railway and which said piece of land is registered in the books of the Collector of Land Revenue Bombay under Cadastral Survey No. 366 A/145 of Parel Sewri Division and in the books of the Assessor and Collector of Municipal Rates and Taxes under "F" Ward No. F/S-8854 (2) at P. T. Road off Fosbery Road and is situate in the Registration Sub-District of Bombay and is delineated and more particularly described on the plan annexed hereto and thereon coloured pink.


SIGNED SEALED and DELIVERED by


LAXMIKANT MADHAVRAO NADKARNI Chairman

and by C. T. A. PILLAI

and by BEVAN JOSEPH RAYNER

Wj Chairman 

[Signature] Trustee 

[Signature] Trustee 

two of the Trustees of the Port of Bombay in the presence of

[Signature]
Secretary

Bombay Port Trust.

The Common Seal of the Trustees of the Port of Bombay affixed in the presence of

[Signature]

Secretary

Bombay Port Trust.



The Common Seal of The Maharashtra State Co-operative Marketing Federation Limited was hereunto affixed pursuant to a Resolution of the Board of Directors passed at the meeting held on the 30th day of July

One thousand nine hundred and SEVENTY in the presence of *Gopalrao SS.*
shri- Sakharam *Gurindar* Nakhate.
and shri- Dattarya Nagorao Patil

Two of the Directors of the said Federation and countersigned by

Shri Jagannath Abajirao Jagtap.

SS. Naimal ✓ Director.

E. TT. urho ✓ Director.

[Signature]
Incharge Managing Director.

It is certified that the contents of the above document have been explained by me to Shri D.N. patil in marathi


[Signature]
I/c. Managing Director.

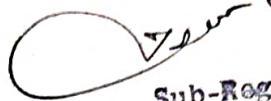
Serial No. M. 110
 Presented at the office of the
 Sub-Registrar of Bombay
 between the hours of 3 P.M.
 and 4 P.M. on the 10 March,
 1971.

Received for:-

Registration	Rs. 336-00
Copying (full)	0-40
Do. endorsements	0-30
Computer fee 50	1-30
Filing	1-00
Postage	4-00
	7
Total Rs.	343-70

Homi P. Tavadia


 Sub-Registrar of Bombay.


 Sub-Registrar



Homi Pallonji Tavadia of full age, Junior Asstt. Legal Adviser, Bombay Port Trust, Vijay-Deen Ballard Road, East, Bombay (Constitutional Attorney for the Trustees of the Port of Bombay excepting Parda) known to the Sub-Registrar admits execution of the so called deed of Lease by the said Trust as a joint deed in common seal. Copy of power of attorney at No. 1751 of 1968.

Homi P. Tavadia
 Sub-Registrar of Bombay

1-3-1971.

Shri Dattatraya Magoo Rao Patil as Director of the Maharashtra State Co op Marketing Federation Ltd. B. No. 9. Age 40, Indian Agriculturist, residing at Hingou Wadegaon Post. Digrae Budruk Tal. Balapur. Dist Akola, executing hereby admits execution of the so called deed of Agreed lease and identifies the seal of the said Federation.

x L. G. T. with

Shri D. G. Karamne, Advocate,
Lawyers Chambers, Picket Rd. Bldg 2
and known to the Sub-Registrar states that he

knows the above executant and identifies
him.

Dated 14th May 1971.

D. G. Karamne
Advocate.

[Signature]
Sub-Registrar.

Debt condoned under S. 34 of Maharashtra Debt
1908. Penalty of Rs. 300 is accorded.

D/ 13/7/71

Sub-Registrar of Bombay
exercising all the powers of
Registrar except that of
hearing appeals.

D. S. Sakharam Gopalrao Nakhate, age 41, Agriculturist
residing at Parbhani, Dist. Parbhani & 20 sons
Jyannath Abaji Rao, Jagtap, age 41, service,
21st floor, Sky Scaper, Warden Rd. Bldg 26,
exciting parties, Indias, which executed
of the so called deed of lease as directors &
mg. directors (Counter signature) of
The Maharashtra state coop. marketing
Federation Ltd. They identify the seal.

1) D. S. Nakhate

2) *[Signature]*

Shri D. G. Karamne, Advocate, Lawyers chambers
Picket Rd Bldg 2

and known to the Sub-Registrar states that he
knows the above executant and identifies

him.

Dated 13-7-1971.

D. G. Karamne

[Signature]
Sub-Registrar.



Registered No. P110/21 at pages 19 to 28
Volume 53/B of Additional Book
No. 1.

Date

1-8-24

[Handwritten signature]

Sub-Registrar of Bombay.

one duplicate presented along with
this deed under Serial No. P111/21
is certified under this registered
number.

[Handwritten signature]

Sub-Registrar of Bombay.

5. 5. 71.

P. 110
1971

366A/145 P. 110

24

287

216
36
1750

16
112
7
1750
6650

26950
6650
33600

✓ by. 4790
Hy. 81935
2. 0.9. Cor.

Less 24.7.115
P.A.R.B. 71674-44
Deficit. 10518/-

Payroll	33600
Exp. 11.1	0 50
Exp. 11.1	0 80
Exp. 11.1	1-50
Exp. 11.1	1-00
Exp. 11.1	4-00
<u>Exp. 11.1</u>	<u>34370</u>

The Legal Adviser, Bombay Port Trust,
"Vijay-Deep"
Shoorji Vallabhdas Marg,
Fort, Bombay-1.

Date 30/5/71
P. 110
Secretary of P.T.