

TRUE COPY

Other Receipt

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इतर पावती

Original/Duplicate

Thursday, 16 September 2021 12:26 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 16728 दिनांक: 16/09/2021

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: टनन3-0-2021

दस्तऐवजाचा प्रकार :

मादर करणाऱ्याचे नाव: किमन भिडे

वर्णन अर्ज क्र.951/2020 दस्त क्र.छा.4052/1993 व 4053/1993 या दस्तांची सुची क्र.2 ची प्रत

सुचि-11 चि परत

रु. 10.00

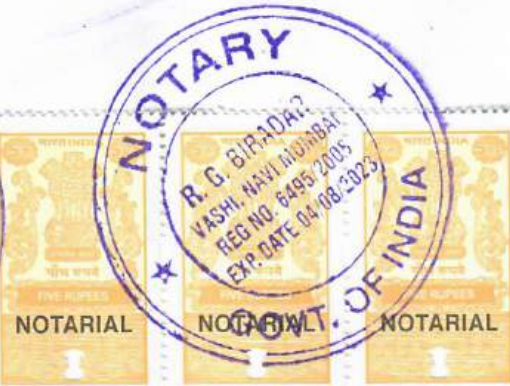
एकूण:

रु. 10.00

Joint Sub Registrar Thane 3

1); देयकाचा प्रकार: By Cash रक्कम: रु 10/-

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. ३



सूची क्र. दोन INDEX NO. II

संख्या निम्नक, वर्ष - २
भारत सह दुःखानु निवर्तक विधि - २
द्वितीय भाग, ३
द्वितीय भाग, ३

नॉदपी ६३ म. ३
Rean, 63 m.e

THE SEAL OF THE SUB-REGISTRAR
 DISTRICT OF THANE
 १९३०

TRUE COPY

R. G. BIRADAR
B.A., LL.B.

Advocate
(GOVT. OF INDIA)
E-6/1-1, Sector-1, Vashi
Navi Mumbai - 400 705.



पृष्ठ सं.

गावाये नाव

साह/द्वयम निबंधक

16 SEP 2021

32-0108

✓ S.D. 40320

2 copy All Agt

~~P. A. J.~~
31-12-92

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(a)

PHASE-II, MARKET-II

LEASE-DEED

BETWEEN

**BOMBAY AGRICULTURAL PRODUCE MARKET COMMITTEE,
BOMBAY**

A N D

M/s. Kishorchandra Kalyanji & Co

FOR SHOP-CUM-GODOWN NO. 1K. 12.

0153359

इतर फीची अनुसूची

१. जोदा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रसवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद बीस अन्वये.
४. मुखत्यारतीमा अनुप्रमाणत.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उभडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज परत केला.

दुर्यम निबंधक

पावती क्र

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक 23/9/21 रान १९

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

खालीलप्रमाणे फी मिळाली:—

नोंदणी फी

नक्कल फी (फोटोकॉपी)

पुढाकाराची नक्कल फी

टपालसंच

नकला किंवा साधने (कलम ६४)

शोध किंवा निरीक्षण

वर्ड—कलम २५ अन्वये

कलम २४ अन्वये

प्रमाणित नकल (कलम ५७) (फोटोकॉपी)

इतर फी (मागील पाषाणरील) बाब क.

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दस्तऐवज

नक्कल

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नोंदणीकृत डाकने पाठवली जाईल.

या वस्तुसमूहात वेळोवेळी येईल.

दुय्यम निबंधक, ठाणे-३

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकने पाठवावे.

हस्ताक्षर करावे.

सादरकर्ता

शा. आ., म. वि., क्र. ९८६९, दि. ३१-८-१५]

[विशेष-मुद्रांक ५६ म.]

ओळखविनू क्रमांक

सापन अनुक्रमांक

प्रपत्रांचे वर्णन (१)	प्रपत्रांची संख्या (२)	प्रत्येक प्रपत्रा- वरील मूल्य (३)		एकूण रक्कम (४)	
		रु.	पैसे	रु.	पैसे
		८०३२०		८०३२०	१९९

याजकडून सापनात लिहिल्या-
प्रपत्रांचे मुद्रांकाने प्रमाण
म्हणून मिळाली.

लिपिक

रु.

रोखपाल

रीतसर मुद्रांकित केलेले
दस्तऐवज मिळाले.

प्रापकाची सही

नामुना-डोए-१००६-अप्रमुका-७-९२-१०,००० रु./१०० पाने दोन घडीत-पीए५.

-:- ताबा पावती -:-

मुंबई कृषि उत्पन्न बाजार समिती, विलास टप्पा - २, गार्डेट - २
केबीन डॉक/गावा - ... - ... - ... - ... - ... - ... - ... - ...
मला/आम्हांत ... - ... - ... - ... - ... - ... - ... - ...
रोजी बाजार समिती हून निघाला.
ताबा देवा-पाचो तही.
त शिक्का.

मुंबई कृषि उत्पन्न बाजार समिती, मुंबई.

Shree H. Chale
Shree H. Chale & Co.

संके/३२४२००



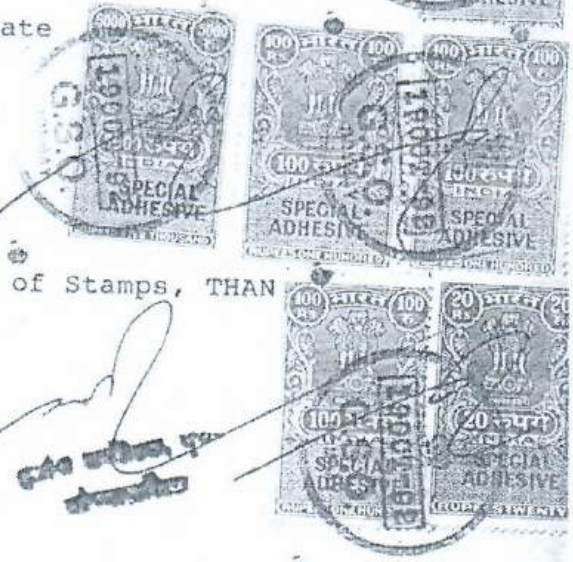
Certified under Section 41 of the Bombay Stamp Act 1958 that the proper stamp duty of Rs. _____ (Rupees _____ only) have been paid in respect of this Instrument.

Vide Challan No. _____

Date _____

Place-Thane, Date _____

Collector of Stamps, THAN _____



THIS INDENTURE made at Bombay this day of 23/12/92 One Thousand Nine Hundred and Ninety ^{two} B E T W E E N "THE BOMBAY AGRICULTURAL PRODUCE MARKET COMMITTEE" established and incorporated under the provisions of the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1953 (Maharashtra Act No.XX of 1964) and having its registered office at Central Facility Building, Turbhe, New Bombay-400 705 hereinafter referred to as "the Committee" (which expression shall, where the context so admits, be deemed to include its successors or successor and assigns) of the FIRST PART A N D SHRI _____ Indian Inhabitant carrying on business under the name and style and as sole proprietor of _____ having his office at _____

Bombay-

hereinafter referred to as "The Sub-Lessee" (which expression shall where the context so admits be deemed to include his heirs, executors, administrators, successors and assigns) of the Second Part :

O R

M/s Kishorchandra Kalyanji & Co., a registered Partnership firm registered under Indian Partnership Act 1932, consisting of

- 1) Shri - Kalyanji Hamsraj
- 2) Smt - Javerben Kishorchandra
- 3) Smt - Rambai Hamsraj
- 4) Smt - Rambai Karshi
- 5) Shri - Jawarlal Hirji

as its partners and having its Registered office at 116, New Chinch Bunder Road, 4th floor, Room no. 33 Bombay- 400009 hereinafter referred to

as "the Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and their, his, or her heirs, executors, successors, administrators and assigns) of the Second Part;

O R

- 1)
- 2)
- 3)
- 4)

Trustees of _____

Trust, a Public Charitable Trust registered under the provisions of Bombay Trust Act, 1950 having its office at _____

_____ hereinafter referred to as "the Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the trustees for the time being of the said trust, the successors and assigns of it) of the Second Part;

O R

_____ a Private Limited Company incorporated and registered under the provisions of the Indian Companies Act, 1956 having its registered office at _____

_____ hereinafter called "the Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include successors and assigns) of the Second Part;

O R

_____ Karta and Manager of _____

_____ Hindu Undivided Family having his address at _____

_____ hereinafter referred to as "the Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Karta, his successors and co-parceners for the said HUF) of the Second Part;

A N D

The Grain, Rice & Oil Marketing Association ASSOCIATION

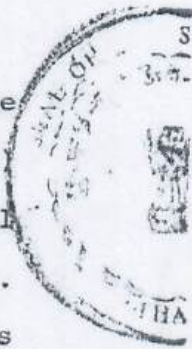
having its Registered office at ASSOCIATION

72/81, V. Road,

(hereinafter referred to as "The Association"
(which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and
include its successors and assigns) of the Third
Part :

WHEREAS

(a) The Committee is a Market Committee established and constituted under Section 13(1A) of Chapter III of the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 (Mah. Act No.XX of 1964) hereinafter referred to as "the said Act" for the area comprising Greater Bombay and Turbhe, Pavane, Vashi, Khairane, Koparkhairne, Ju Villages in Thane Taluka of Thane District and municipal limits of Thane City for the purpose of regulation of marketing of agricultural and certain other produce therein, establishment of markets therefor and for such other incidental purposes more particularly defined in the said Act.



(b) The Government of Maharashtra had taken a policy decision to shift wholesale markets of agricultural and certain other produce from

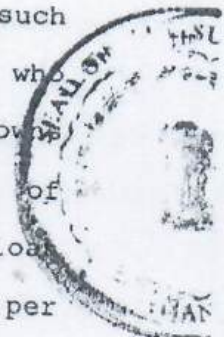
Greater Bombay to New Bombay in a phased manner, for implementing its basic policy of decongesting the city of Bombay for better and more healthy living conditions in Bombay City.

(c) In consonance with the State Government policy decision to shift the various agricultural commodity markets in New Bombay the task of developing an agricultural produce marketing complex was entrusted by the State Government to the City & Industrial Development Corporation of Maharashtra Ltd. hereinafter for brevity referred to as 'CIDCO'.

(d) CIDCO approached the representatives of the various commodity wholesale dealers associations sometime in the year 1986 and requested them to cooperate in the implementation of the decision of the State Government regarding the shifting of the wholesale trading activities to New Bombay. CIDCO also offered to provide well built shop-cum-godowns in a planned marketing complex at Vashi in New Bombay in order that the traders may not be burdened with the cost of the newly constructed shop-cum-godowns immediately on shifting to New Bombay. It published for that ^{purpose} ~~propose~~-brochure in the month of January, 1986 giving therein details of the plan of construction of the market complex and the terms and conditions on which the shop-cum-godowns will be offered to the traders.

(e) Accordingly the said CIDCO completed the work of construction and erection of market consisting of a cluster of buildings together with infrastructural amenities and services such as roads, water hydrants, electricity, etc. in accordance with the structural and architectural drawings and plans and in accordance with the specifications and providing certain amenities.

(f) On the basis of the negotiations with CIDCO the members of GROMA agreed with the offer of CIDCO to give the shop-cum-godowns to them on lease on terms and conditions mentioned in the brochure and agreed upon during such negotiations. CIDCO offered the traders who would register their demand for shop-cum-godowns with loan facility as 65% of the cost of construction of the shop-cum-godown. The loan was to bear interest at a rate of 13 per cent per annum. The loan was repayable in 12 years. The members were required to contribute 35% of the cost of construction as their own contribution. These amounts were to be treated as total lease premium. The members desirous to take the shop-cum-godowns were required to pay Rs.15,000/- as registration fee. Accordingly the sub-lessee paid Rs.1,65,600/- made up of Rs.15,000/- as registration fee; Rs.1,30,000/- as his contribution to the lease premium (being 35% of the cost of construction) and Rs.20,600/-



escalated cost. The sub-lessee has to pay Rs.2,67,000/- being the loan component of the lease premium. The total lease premium would amount to Rs.4,32,600/-.

(g) The wholesale traders functioning in Greater Bombay agreed with CIDCO and the State Government that they would shift their business and trade to the wholesale agricultural produce market complex known as Phase-II, Market-II at Vashi in New Bombay on fulfillment of the following conditions agreed to by the State Government.

(i) All agricultural produce markets should be shifted to New Bombay at the same time.

(ii) The wholesale trade of the concerned commodities should not be permitted in Greater Bombay Municipal area after an agreed date.

(iii) The traders and their staff members will be provided with residential facilities at reasonable cost.

(iv) The traders should be provided with shop-cum-godowns and open warehousing plots.

(v) The Government of Maharashtra shall be persuaded to make arrangements for the requisite infrastructural facilities such as (a) provision

of adequate transport facilities between Bombay and New Bombay and (b) proper water supply and electricity arrangements for residential as well as business premises and such other essential requirements.

(h) After the traders had made payment of four instalments of the lease premium to CIDCO, the Director of Marketing, Government of Maharashtra issued a Notification dated 20th June, 1988 declaring that the marketing of agricultural produce shall be regulated in the market area of the Committee w.e.f. 1st July, 1988.

(i) GROMA thereupon filed a Writ Petition in the Bombay High Court being Writ Petition No.1995 of 1988 on behalf of itself and its members challenging the said Notification issued by the Director of Marketing;



(j) CIDCO agreed with the Committee to handover to the Committee shop-cum-godowns, office units, etc. constructed on a portion of the land known as Phase-II, Market-II for wholesale commodities traders to enable the Committee to give on lease the said shop-cum-godowns, office units, etc. to the

traders in agricultural and other produce whose trade is to be shifted to New Bombay and in view of this CIDCO agreed to give to the Committee credit for all amounts received by CIDCO from the traders;

(k) In consideration of the above and in consideration of the recommendation in respect of allotment made by the CIDCO and in consideration of the possession of shop-cum-godowns given by the Committee pursuant to drawal of lots, the Committee decided to allot the said shop-cum-godowns and, office units to the traders and to grant lease thereof and to put the traders in possession of the said shop-cum-godowns and office units;

(l) The Committee has procured from the Bombay Metropolitan Region Development Authority a loan to enable it to establish the said market in New Bombay and the said Authority has sanctioned a loan of Rs.15.15 Crores upon certain terms and conditions recorded under an agreement dated 21.5.1992 and the said loan is disbursed to the Committee on 21.5.1992 and the amount has been utilised for making payment to the CIDCO towards the cost of construction of Market-II (Phase-II) and which is repayable in 108 equated monthly instalments. The sub-lessee shall be under an obligation to observe the terms and conditions in respect of sanction of loan of Rs.15.15 Crores mutatus mutandis except as under :-

i) In the event of Bombay Metropolitan Region Development Authority recalling the entire balance outstanding of the loan because of any default or breach on the part of the Committee, then the Committee will not require the Sub-lessee to pay the entire outstanding balance of the loan forthwith but allow the sub-lessee to repay the entire outstanding balance by instalments as provided in the clause (3)¹ of this Sub-Lease;

(ii) All other payments to be made by the Committee to the Bombay Metropolitan Region Development Authority mentioned in the loan agreement will be payable by the Committee only and the Committee shall not require the Sub-Lessee to make said payments or part thereof such as penal interest, risk charges, legal expenses, etc.

(m) The Committee has by the registered lease made at Bombay on the 1st Sept. 1992 with CIDCO being the New Town Development Authority declared by the State Government for the new town of New Bombay under Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act, No.XXXVII of 1966) of the One Part and the Committee of the other part acquired by the demised or lease a piece of land

described in the schedule of the said lease and more particularly delineated on the plan annexed to the said lease to hold the same for a term of sixty years counted from 1st Sept. 1992 upon the observance and performance of the terms and conditions contained in the said lease. The Sub-Lessee shall be under an obligation to observe the terms and conditions of the said lease deed dated 1st Sept. 1992 mutatis mutandis except clause 3 (n) of the said lease deed dated 1st Sept. 1992 which the Committee and the lessee have agreed to get deleted or suitably modified by approaching the Government whereby the right to assign or sub-lease the demised premises or any part thereof shall always remain with the Committee.

(n) Subsequently however the Committee agreed that the lease to be given to the members of GROMA would be without prejudice to the rights and contentions of GROMA and of its Members (including the sub-lessee) set out in the said Writ Petition No.1995 of 1988 which has been filed and is pending in the Bombay High Court and consequently the sub-lessee has agreed to enter into this sub-lease with the Committee to shift to Vashi, New Bombay under the aegis of the Committee.

(o) Accordingly, the sub-lease between the Committee of the first part, the sub-lessee of

the second part and GROMA of the third part is being entered into without prejudice to the rights and contentions of GROMA and its Members (including the sub-lessee) in Writ Petition No.1995 of 1988 which is pending in the Bombay High Court and nothing contained in the sub-lease will be deemed to negate and /or prejudice the said rights and contentions of the parties of the 1st, 2nd and 3rd part.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1) In consideration of the premium of Rs.1,65,600/- (Rupees one lakhs sixty five thousand six hundred only) paid by the sub-lessee to CIDCO and/or Committee (the receipt whereof the Committee doth hereby admit and acknowledge) and in consideration of the terms and conditions of this sub-lease and in consideration of the payment of rent hereby reserved as agreed and incorporated in this indenture, the Committee doth hereby grant, convey and demise by way of sub-lease all that shop-cum-godown in K block being No. 12 admeasuring 167.80 Sq.Mtrs. equivalent to 1730 sq.ft. or thereabouts on the Ground Floor ^{and mezzanine floor} of the building situated on the land known as plot No.2 in Sector 19 out of Gat No.796



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of the Revenue Village of Turbhe, Taluka and District Thane Registration District and Registration Sub-District Thane as shown in the Schedule hereto and delineated on the plan annexed hereto and thereon shown surrounded by red coloured boundary line (hereafter referred to as "the premises") unto the sub-lessee for the term of 60 years commencing from and being co-extensive with the term of the lease dated 1st Sept. 92 granted to the Committee by CIDCO (copy annexed as Appendix-I) paying therefor lease rent per annum as under :-

2) (i) The lease rent of the said premises shall consist of (a) 'Rent' and (b) 'Common Outgoings' both of which are collectively hereinafter referred to as "the lease rent".

(ii) The rent for the said premises shall be Rs.100/- (Rupees One Hundred Only) per year payable by the sub-lessee with effect from the commencement of the sub-lease. The rent for each period of 12 months shall be paid on or before 30th June of each year.

(iii) The common outgoings shall consist of (a) rates, taxes, cesses and other imposts levied upon, leviable by or otherwise payable to the Government or to CIDCO or to a local authority, as the case may be, in respect of the

said premises under any law for the time being in force and (b) a share of the service charges payable at the rate of Rs.450/- (Rupees Four Hundred and Fifty Only) per shop-cum-godown per month.

(iv) The rates, taxes, cesses and other imposts mentioned hereinabove shall be paid by the Sub-Lessee within fifteen days after receiving from the Committee its Bill for the payment thereof specifying the amount payable.

(v) The service charges for each month shall be paid by the Sub-lessee to the Committee on or before the 10th day of every succeeding month commencing from the date of possession of the said premises. If the sub-lessee fails or omits to pay the monthly amounts within the stipulated period, the sub-lessee shall pay to the Committee interest on the amount so defaulted and remaining unpaid from the date of default till the date of payment with penal interest at the rate of 21% per annum. The Sub-lessee shall deposit and keep deposited with the Committee without interest throughout the term of the sub-lessee a sum of Rs.1350/- (Rupees One Thousand Three Hundred and Fifty Only) being the estimated amount of the service charges for the period of three months.


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(vi) The sub-lessee shall be responsible for the payment of actual water charges from time to time on the basis of the metre installed for the purpose in the said premises. The Committee shall have readings taken from the metre every month and will submit its bill for the amount of the water charges payable for each month. The Sub-lessee shall pay the amount of the Bill within ten days after receipt of the same from the Committee.



3(G) (vii) The Committee doth hereby covenant with the sub-lessee not to do or allow anything to be done to the said premises or relating to the said premises whereby the sub-lease hereby granted, gets terminated or prejudiced or affected adversely in any manner.

3(G) (viii) The Committee doth hereby covenant with the Sub-lessee that the Sub-lessee shall enjoy quiet and peaceful possession of the said premises leased hereby without disturbance or interruption from the Committee or its successors or assigns or any person or authority claiming an interest in or title to the said premises.

3) (A) CIDCO has collected from the sub-lessee a total sum of Rs.1,65,600/- (Rupees One Lakhs Sixty-Five Thousand Six Hundred Only) including Rs.15,000/- (Rupees Fifteen Thousand Only) as registration fee, Rs.1,30,000/- (Rupees One Lakh

thirty Thousand Only) as instalment of the lease premium contribution and Rs.20,600/- (Rupees Twenty Thousand and Six Hundred Only) as the escalated cost towards the cost of the shop-cum-godown constructed by it in Market-II under Phase-II programme and the balance of the cost that is Rs.2,67,000/- (Rupees Two Lakhs Sixty Seven Thousand Only) is raised for the sub-lessee by the Committee as a loan from the Bombay Metropolitan Region Development Authority and which is payable by the sub-lessee as a loan component to the Committee. Given hereinbelow is a statement giving the approximate area, lease premium contribution already made by the sub-lessee, the loan component and the total lease premium (being the cost of construction) land and its development in respect of the shop-cum-godown :-



Shop	Approx. built up area in Sq.Mtrs.	Lease. premium contri- bution made by lessee.	Loan compon- ent	Total cost of Construction including cost of development of the land
1.	2.	3.	4.	5.
Shop -cum- godown	167.80	1,65,600/-	2,67,000/-	4,32,600/-

The cost of the shop-cum-godown shown in column No.5 above is the total lease premium. The

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sub-lessee is required to pay the lease premium of Rs.4,32,600/- (Rupees four lakhs thirty two thousand and six hundred only) out of which the sub-lessee has already paid Rs.1,65,600/- (Rupees one lakhs sixty five thousand and six hundred only). The remaining amount of Rs.2,67,000/- (Rupees two lakhs sixty seven thousand only) obtained by the Committee as a loan on behalf of sub-lessee from Bombay Metropolitan Region Development Authority and disbursed by the said Bombay Metropolitan Region Development Authority on 21.5.1992 shall be paid by the sub-lessee in 108 (One Hundred and eight) monthly instalments with interest thereon at 16% per annum. Each such instalment shall be of Rs.4,680/- (Rupees four thousand six hundred and eighty only) inclusive of the monthly instalment of the lease premium and interest thereon. Repayment of 1st such instalment shall commence w.e.f. 21.6.1992. However, the interest on the instalments for repayment shall be calculated and shall become payable w.e.f. 21.5.1992. The monthly instalment shall be adjusted against the lease premium of the shop-cum-godown and shall become payable on or before 30th of each month.

In the event of default, the sub-lessee shall pay penal interest @ 18% per annum for first six months and thereafter @ 21% per annum till the date of actual payment. The sub-lessee shall pay interest @ 16% per annum on the loan component of the lease premium, which may be enhanced to not more than 17% per annum provided the Bombay Metropolitan Region Development Authority demands from the Committee, such enhanced rate of interest.

4) The sub-lessee shall not transfer the benefit of this Indenture except as provided in the Clause-5 hereinbelow, to any person without the previous consent in writing from the Committee and the said Committee as far as possible will take decision in the matter of such transfer within a period of 4 months from the date of receipt of application duly completed for transfer. Notwithstanding what is stated herein, it is further agreed that such permission for transfer shall not be ordinarily refused by the Committee in cases where the transfer application is recommended by the Association.

5) No permission of the Committee is required for the transfer of the benefit of this Indenture by the sub-lessee to his /her family members viz. wife / husband, son, unmarried daughter ^{or} ~~of~~ direct brother and further no transfer fee will be charged by the Committee to the sub-lessee for such transfer. However, the sub-lessee hereby agrees to intimate the fact of such transfer to the Committee within 60 days and that the Committee shall be competent to invalidate such transfer if it is found that the transfer is not made to the family members. No permission for transfer of the benefit of this Indenture is required by the sub-lessee in the event of retirement of any one or more of the partners on the dissolution of the partnership firm (being

the sub-lessee) and one or more of the partners taking over the benefit of this Indenture. It is further provided that no transfer fee will be charged by the Committee to the sub-lessee for such transfer.

6) The Committee will be entitled to charge transfer fee from the sub-lessee whilst granting permission to the sub-lessee to transfer sub-lessee's right, title and interest under this Indenture. Such transfer fee shall be Rs.10,000/- for a shop-cum-godown. The Committee may however increase these fee but only at interval of 5 years having once fixed and in consultation with the Association herein.

7) Except as provided in the Clause (5) hereinabove, the sub-lessee cannot sell, mortgage, assign, underlet, sublet or part with the possession of the demised premises or any part thereof or any interest therein without previous written consent of the Committee, which the Committee shall not unreasonably withhold and subject to such conditions as it may specify. But such consent shall not ordinarily be refused in such cases where the said application for sale / mortgage / assignment, underletting, sub-letting has been duly recommended by the concerned Association provided the concerned Trader has valid licence without prejudice to the rights and contentions in the Writ Petition No.1995 of 1988.

8) It is incumbent upon the sub-lessee to occupy the said premises within a period of six months after possession thereof is given to the sub-lessee or within such period thereafter as is reasonably extended by the Committee. The sub-lessee shall commence business within 3 months after the expiry of the said period of six months or extended period as the case may be or within such further period as may be reasonably extended by the Committee, in agricultural produce. In the event the sub-lessee fails to occupy and/or commence business as stated above, the Committee will take legal action after consulting the Association.

9) The sub-lessee and the Association hereby agree to have this indenture registered under the Indian Registration Act and the Committee, the sub-lessee and the Association agree to attend the office of the sub-registrar and admit execution of this Indenture within the prescribed period. The stamp duty, registration fee, advocate's fee and other legal expenses will be borne and paid by the sub-lessee within time.

10) Notwithstanding what is stated herein, the sub-lessee will obtain permission of the Committee for mortgage of the lease premises or any part thereof to the Central Government, the State Government, the Nationalised Banks, the

Life Insurance Corporation of India, the Maharashtra State Finance Corporation, the Housing Finance & Development Corporation and / or any other Financial Institution as may be approved by the Committee and such permission will ordinarily be granted by the Committee.

11) The Committee shall not put up any construction on open space except in consultation with CIDCO / Town Planning Authority / the Association and in conformity with the provisions of the Maharashtra Regional and Town Planning Act.

12) The sub-lessee shall use the said premises for the purpose of carrying on business or trade as a trader, commission agent, broker, warehouseman, or processor in agricultural commodities which are notified or otherwise. No permission of the Committee shall be required for utilising the demised premises for temporary storage or sale of any agricultural produce of any other trader having shop-cum-godown or office unit in ~~Phase-II, Market-II.~~ *Principal market of Bombay market area.*

13) The sub-lessee will be at liberty to make usual and normal changes or minor repairs into and upon the said premises for better enjoyment of the said premises, which will not be in the nature of structural changes.

14) The Committee is required to spent substantial amount for completion of the electrification work of shop-cum-godowns, office blocks, etc. of Market-II, Phase-II. The sub-lessee therefore hereby agrees to pay to the Committee initially a sum of Rs.15,000/- on or before the execution of this Lease Deed subject to the condition that in the event the Committee is required to spent more than Rs.15,000/- on prorata basis, the sub-lessee shall make the payment of excess amount spent by the Committee within 1 month of the receipt of the letter of demand from the Committee and in case the Committee is required to spent lesser amount than Rs.15,000/- on prorata basis, the Committee shall arrange to refund the amount to the sub-lessee within 1 month of the settlement of the account.

15) The sub-lessee will have to pay all deposits and charges as may be fixed and payable to the Maharashtra State Electricity Board for supply of electricity.

16) The sub-lessee shall not at any time during the continuance of this sub-lease affix or display on or from the demised premises any signboard, sky sign, neon sign board or advertisement which does not relate to sub-lessee's business or trade.



17) Throughout the said term of ^{this sub}lease, the sub-lessee at his own expenses must pave, clean and keep in good and substantial condition, the said premises to the reasonable satisfaction of the Committee.

18) The Committee, its officers, surveyors, workmen or other employees from time to time and at all reasonable times of the day during the term hereby granted, after a proper written notice from the Committee, may enter into or upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs (other than major, heavy or structural repairs) are necessary, the Committee may by notice in writing to the sub-lessee call upon him to execute such repairs and upon his failure to do so within a reasonable time, the Committee may execute them at the expense in all respects of the sub-lessee.

19) The sub-lessee can carry on business in any other name in the said premises in which the sub-lessee is interested under prior intimation to the Committee and for such business the Committee shall not raise any objection whatsoever unless and until the Committee is satisfied that the sub-lessee is not interested in the said business being run in the said premises.



20) The sub-lessee will not make any encroachment nor will allow any encroachment to be made or easement to be acquired on or over the demised premises by any person or confer on him right of easement against the demised premises.

21) If the lease rent hereby reserved to be paid shall not be paid in accordance with the terms and conditions contained herein or if and when there shall be a breach by the sub-lessee of any of the terms and conditions hereinbefore contained, the Committee shall be entitled to determine this Indenture only after giving notice and calling upon the sub-lessee to remedy the breach. Provided that the powers so conferred upon the Committee shall not be exercised in case of a breach by the sub-lessee as aforesaid unless and until the Committee shall have given to the sub-lessee a notice of fifteen days in writing of its intention to determine the sub-lease for specific breach or breaches of a condition or conditions in respect of which such determination is intended to be made and a personal hearing is given ^{and the sub-lessee fails to remedy such breach or breaches}. It is further provided that in the event of determination of this sub-lease by the Committee, the rent or any part thereof paid in advance and the security deposit made by the sub-lessee to the Committee shall stand forfeited to the Committee.



22) It is further agreed by and between the parties hereto that in the event of the Committee committing any breach of the Head Lease which renders head lease capable of being terminated / rescinded / determined, the same shall not ^{or preclude} deprive the sub-lessee of the shop-cum-godown ^{to} ~~him~~ ^{from} protecting his right in the said property and he shall be entitled to agitate such right and defend any action, irrespective of and /or independent of the breach if any committed by the Committee.

23) The sub-lessee will have to indemnify and keep indemnified the Committee against any claim for damage or loss suffered by any persons in consequence of anything done under the authority herein contained or any exercise of the right hereby granted.

24) The Committee declares and confirms that though the period of lease provided in this sub-lease is for sixty years, however, on the expiration of the said sixty years this lease will be renewed on reasonable terms and conditions to be mutually decided by CIDCO, the Committee and the sub-lessee. On the expiration of the period of sixty years the Committee shall take into consideration the renewal of the lease as the sub-lessee/ lessees is / are carrying on

trade for his / her / their livelihood. This is subject to the sub-lessee complying with and carrying out of the terms and conditions of this sub-lease and to the satisfaction of the Association and the Committee.

25) At the expiration or sooner termination of the sub-lease, the sub-lessee has to deliver vacant possession peacefully in good order and condition to the satisfaction of the Committee, but subject to reasonable wear and tear.

26) All notices to be served on the sub-lessee as contemplated by this Deed shall be deemed to have been duly served if sent to the sub-lessee by registered post acknowledgement due at the address specified below :-

115, New Church Bunder
Road, 4th floor, Room no. 23,
Bombay 400009

27) The Committee will take care to see that the demised premises are adequately insured for such risk like fire, floods, earthquake or any act of god, so that in case the demised premises are destroyed by such calamities the Committee would rebuild the demised premises at its own cost and give back to the sub-lessee.



28) All differences and / or disputes arising out of this deed of sub-lease ^{including the} ~~with regard to~~ interpretation of this deed of sub-lease shall be referred to the Board of Arbitrators consisting of a representative of the Committee and a representative of the Association and the decision of the Board of Arbitrators shall be final, concluding and binding on the sub-lessee and the Committee subject however to the provisions of the Indian Arbitration Act.

29) Thane Court alone will have the jurisdiction to try and entertain suits or legal proceedings, if any, between the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove mentioned.

SCHEDULE HEREINABOVE REFERRED TO :

Shop-Cum-Godown No. 12 in Block No. K
admeasuring 167.80 sq.mtrs. or thereabouts on
^{and mezzanine floor}
Ground Floor of the building situated on land
known as Plot No.2 in Sector 19 out of Gat No.796
in the revenue village of Turbhe, Taluka and
District Thane and shown in red coloured boundary

line and bounded as follows, that is to say :-

On or towards the North by : Docking Area (1' Block).

On or towards the South by : Shop cum godown No. K. 17.

On or towards the East by : Shop-cum godown No. K. 11

On or towards the West by : Shop-cum godown No. K. 13

THE COMMON SEAL OF THE)

BOMBAY AGRICULTURAL)

PRODUCE MARKET COMMITTEE)

has been hereunder affixed)

pursuant to the Resolution)

No.15 of the General Body)

Meeting in that behalf)

dated the 3rd July, 1992)

by Shri Ramprasad W. Kadam)

being its Chairman / Shri)

Dilip N. Kale being its)

Vice-Chairman and)

1) Shri S. S. Pimple)

2) Shri G. R. Deshmukh)

being its members who)

in token of execution)

hereof have put their)

signatures opposite herein)

in presence of)

1) Shri A. F. Parab)

2) Shri P. R. Chalkar)



Member
Bombay Agricultural Produce Market,
Committee Bombay.

SIGNED AND DELIVERED by the)

withinnamed)

Shri / M/s. Kishorchandra

Kalyanji 4 Co.)

through their Partner/)

Trustee/ Director/)

Proprietor attorney)

Shri Kishorchandra Hansraj

Chheda)

duly authorised in the)

presence of)

Kishorchandra Kalyanji & Co

Kishore H Chheda
partner

1) 211. Elbomie 200000) 211. 1480000 2110000

2) S S Japi) 1000000 2110000

SIGNED AND DELIVERED by the)

President/Vice-President of)

The Grain, Rice & Oilseeds)

Merchants' Association)

Shri S. D. Ram.

in the presence of

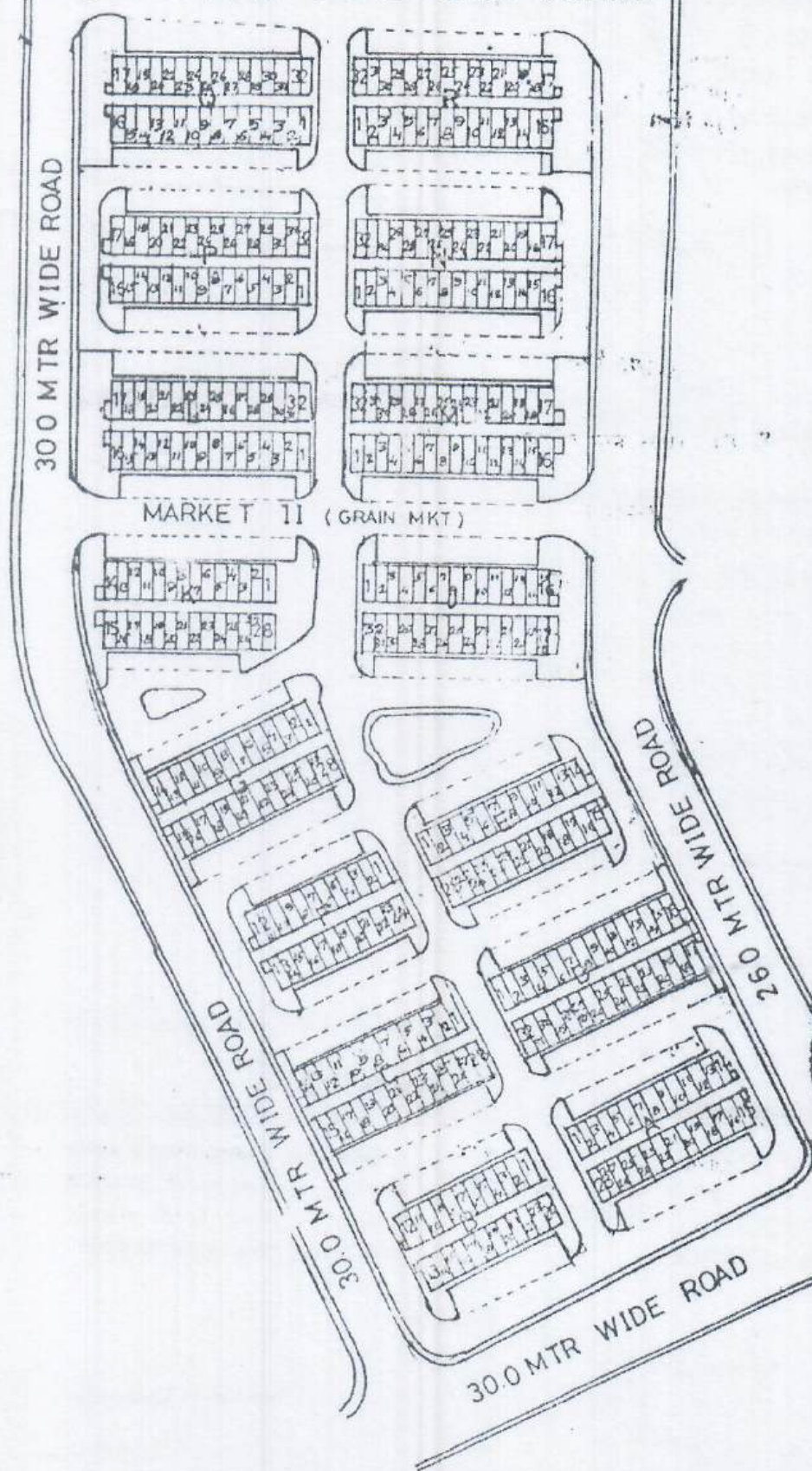
THE GRAIN, RICE & OILSEEDS' ASSOCIATION
Shri S. D. Ram
PRESIDENT

1) J. P. Ashar) Jaysinh

2) R. V. Gandhi) R. V. Gandhi



PLOT OF ADDITIONAL SHOP CUM GODOWN COMPLEX



(20)

(9)



A.P. M. PHASE II, MARKET II, AT TURBHE

BLOCK SHOP CUM GODOWN NO. FOR
SHOWN BOUNDED BY RED LINE

अनुक्रम क्र. 8043
 सन १९९२ के दिनांक
 के 23 तारखेस 99 472
 के दरम्यान ठाणे - 3
 दुयम निबंधक यांचे कचेरीस
 भाणून दिला. Kishor Chandra Kamji & Co.

Kishore - H. Chandra
 partner

की घेतली खालीलप्रमाणे बतवें
 नोंदणी फी 4000/-
 काहीहींग 8/-
 नरे 8/-
 एकूण फी 4000/-

दुयम निबंधक, अर्ज

दुयम निबंधक, अर्ज

(2)

दि घेत, राईस अँड ऑईलसीड्स मर्चन्ट्स
 असोसिएशन तर्फे अर्ज :-
 श्री. शरदकुमार देवराज मारु
 यांचे तर्फे हा अ. भाणून
 या. निबंधक लि. या. भाणूनाली.
 पथ :- २७, पो. १ - ता. व. रा. - इंदिवली.

(१) किशोरचंद्र देवराज फंडा
 मोह. व्यापार
 जागीवार को. देवराज फंडा को.
 (डाॅफीस :- परेल मु. नं. २)

दस्तऐवज कल देणार

तथाकथित दस्तऐवज
 कल दिल्याचे कबूल करतार

जारेन दागडगी विला
 व्यापार
 डाॅफीस :- परेल मु. नं. २

बेबील दयम निबंधकास माहीत असलेले
 इतर अनेक निबंधक आहेत की, ते दस्तऐवज
 कल देणार, परंतु इतरास व्याप्तता
 जाणवत आहे त्याचा आढावा घेतल्याने

Kishore - H. Chandra
 partner

Narayan Kamji
 ता. 23/9/92

दुयम निबंधक, अर्ज

मुंबई कृषी उत्पन्न बाजार समिती
नवी मुंबई उपनगर :-
श्री दि. लॉ एन. कांठ

समानर १ एन एन. पपळे
२ जी आर देवमुख
छांचे तर्फे कुळ अखत्यारी म्हणून
श्री. डी. ए. कटके समान
नोकरी रा. वाशी

दस्तऐवज करून देणार

तथाकथित श्री. ... दस्तऐवज
करून दिल्याचे कबूल करतात

मुंबई कृषी उत्पन्न बाजार समिती
नवी मुंबई तर्फे उपस्थित :-
श्री दि. लॉ एन. कांठ

समानर १ एन एन. पपळे
२ जी आर देवमुख
छांचे तर्फे कुळ अखत्यारी म्हणून
श्री. डी. ए. कटके नोकरी
रा. वाशी

दस्तऐवज करून देणार

तथाकथित श्री. ... दस्तऐवज
करून दिल्याचे कबूल करतात

ब. दु. नि. त्यांना स्वतः ओळखतात.

१९/१/९३

या पुस्तक क्रमांक एक ये
१७९ बालमाहे १७ ते ३२
ठावर १६९ नवरी नोंदला.
तांक २० माहे १ सन १९९३

दुय्यम निबंधक, ठाणे-३

श्री प्रमोदकुमार मारुदेव जाय
नोकरी रा. काकरोपारा

दुय्यम निबंधक माहीत नवी
इकम असे निवेदन करून देत की ते दस्तऐवज
करून देणाऱ्या उपस्थित इन असे द्यावेतः
जावतात आणि त्यांचा आढावा घ्यावेतात.

दि. ३१/१२/९२

दुय्यम निबंधक, ठाणे-३

दुय्यम निबंधक, ठाणे-३

