

GOA DAMAN & DIU

6RS



Serial no. 288, Page of vend 2, Date of sale 11/11/60  
 Value of vend 1/62 for only  
 Place of vend 1/3, Sankar  
 For 8000  
 At 1/3, Sankar

Serial No 288  
 Presented at the office of the  
 Sub-Registrar of Goa  
 between the hours of 10 AM  
 and 1 PM 00/11/60-1069

Received fees for:  
 Registration Rs. P.  
 Copying (folios 2) 25  
 Copying endorsements 40  
 Postage 80  
 Total Rs. 10.45

*M. L. S.*  
 Sub-Registrar

INDEMNITY OF ASSIGNMENT

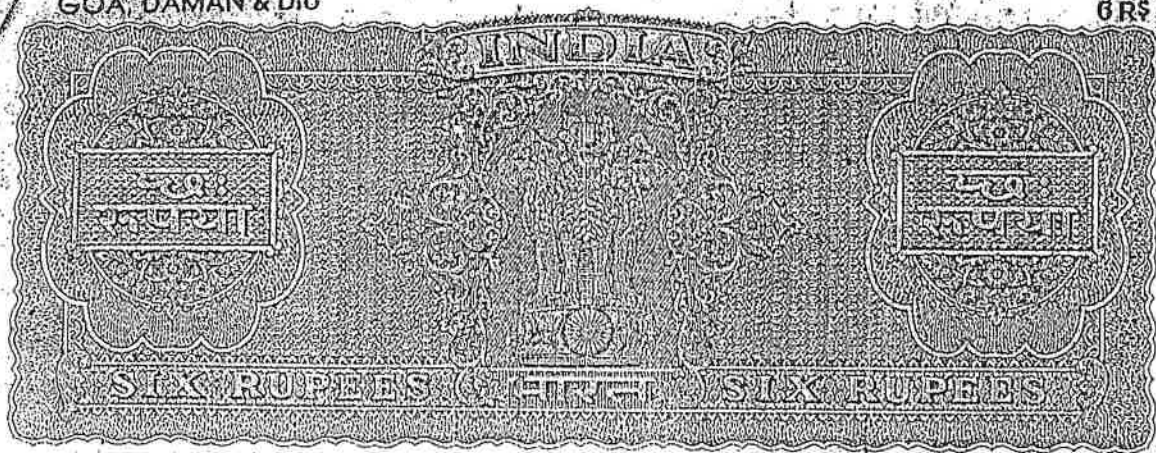
THIS INDEMNITY made at Goa this fourth day of/in the Christian Year 1960

BETWEEN WILSON TRADING COMPANY, LIMITED a company incorporated under the Companies Act I of 1955 and having its registered office at 15 India Exchange Place Calcutta (hereinafter called the "Assignor" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the one part and WART AGRO CHEMICALS LIMITED a company incorporated under the Companies Act I of 1955 and having its registered office at Industry

*Am.*  
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GOA, DAMAN & DIU

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Serial no. 12105 Date of issue: 1/1/1968  
Place of issue: Bombay  
Signature: [Signature]  
Date: 1/1/1968  
Signature: [Signature]  
Signature: [Signature]



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House 159 Charchgate Reclamation Bombay 20 (hereinafter called the "Assignment") 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 an Indenture of lease dated the 1st day of February 1968 and made between Comunidade of Puncala represented by Sir Armando Santan Pereira Administrator of Comunidades of Southern Zone

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[Signature]

Margao Goa with Rogvonta Vitel Porobo Chimulcar Secretary of the said Administration office of Comunidades of Southern Zone Margao Goa (hereinafter referred to as "the Lessor") of the one part and the Assignor of the other part and presented for registration in duplicate in the office of the Sub-Registrar of Assurances at Mormugao under serial Numbers 58 and 59 and registered <sup>under No 43 from page 247 to 283</sup> respectively on the 1st day of February 1969 (hereinafter referred to as "the said Lease") all those pieces and parcels of land described in the said lease as also in the Schedule hereunder written were for the consideration therein mentioned demised by the Lessor unto the Assignor to hold the same from the first day of February 1969 as a permanent lease at the yearly rent of Rs.51,600/- and subject to the covenants and conditions in the said Lease contained and on the part of the Lessee to be observed and performed

AND WHEREAS by virtue of clause 2 of the said Lease the Assignor is entitled to assign its right, title and interest under the said Lease to the Assignee

AND WHEREAS the Assignor hath agreed with the Assignee for the absolute assignment of its right, title and interest to the Assignee of the premises comprised in the said lease for ever

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of covenant to pay the rent reserved under the said Lease by the Assignee and of covenants to observe and perform all the terms and conditions of the said Lease by the Assignee and the Assignor doth hereby assign transfer and assure unto the Assignee all those pieces or parcels of land comprised in and demised by the hereinbefore recited Indenture of Lease dated 1st February 1969 (being the said Lease) or expressed so to be and more particularly described in the Schedule to the said Lease and also in the Schedule hereunder written (hereinafter referred to as "the demised premises") TOGETHER WITH the rights easements and appurtenances to the demised premises or any part thereof actually or by reputation

belonging or therewith now or heretofore held or enjoyed AND ALSO TOGETHER WITH the benefits of all covenants of the Lessor including the benefit of the option to purchase and specifically the covenants contained in clauses 5, 6 and 8 contained in the said Lease and irrespective of the fact whether they are personal or running with the land AND ALL THE ESTATE right title interest claim and demand whatsoever of the Assignor into and upon the demised premises and every part thereof TO HAVE AND TO HOLD the demised premises and all other premises hereby assigned or expressed so to be unto the Assignee henceforth for all the said term in perpetuity granted by the said Lessee BUT SUBJECT TO the payment of the rent reserved by the said Lease, and the covenants and conditions (whether they are personal or running with the land) in the said Lease contained and which henceforth on the part of the Lessee ought to be observed and performed and Subject also to the payment of all rates taxes charges assessment dues and duties now or hereafter to become payable to Government Municipality Gram Panchayat or any other local or public body or authority in respect thereof

AND THE Assignor doth hereby covenant with the Assignee THAT notwithstanding any act deed matter or thing by the Assignor done or executed or knowingly suffered to the contrary the said Lease is now a good and effectual lease in law of the demised premises hereby assigned or expressed so to be and has not been forfeited or surrendered or become void or voidable;

AND THAT the rent covenants and conditions by and in the said Lease reserved and contained have on the lessee's part been duly paid observed and performed up to the date of these presents :

AND THAT notwithstanding any such act deed matter or thing as aforesaid the Assignor now hath good right full power and absolute authority to assign transfer and ensure the demised premises unto the Assignee for ever and in manner aforesaid;

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AND THAT the Assignee shall and may at all times hereafter peaceably and quietly possess and enjoy the demised premises and receive the rents and profits thereof without any lawful eviction claim or demand whatsoever from or by the Assignor or any person or persons lawfully or equitably claiming from under or in trust for it.

AND THAT free from all incumbrances whatsoever made occasioned or suffered by the Assignor or any person or persons lawfully or equitably claiming as aforesaid.

AND FURTHER that the Assignor and all persons having or lawfully or equitably claiming any estate or interests in the demised premises or any part thereof from under or in trust for it shall and will from time to time and at all times hereafter at the request and cost of the Assignee do and execute or cause to be done and executed all such deeds matter and things whatsoever for further and more perfectly assuring the demised premises unto the Assignee for ever as shall or may be reasonably required.

AND THE Assignee doth hereby covenant with the Assignor that the Assignee will at all times hereafter pay the yearly rent reserved by the said Lease and observe and perform all the covenants and conditions contained in the same (irrespective of the fact whether they are personal or running with the land) and henceforth on the part of the Lessee to be observed and performed and will at all times hereafter indemnify and keep indemnified the Assignor and its successors and their respective estates and effects from and against all actions proceedings costs damages expenses claims and demands whatsoever by reason or on account of non-payment of the said rent or any part thereof or for the breach or non-observance and/or non-performance of the said covenants and conditions contained in the said Lease.

AND without prejudice to the generality of the foregoing the Assignee doth hereby specifically agree and covenant with the Assignor as follows:

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- (A) To re-imburse and pay to the Assignor all expenses incurred by the Assignor in connection with or relating to the obtaining of the said Lease including all rents thereunder so far paid by the Assignor as stated in Clause 3 of the said Lease and all expenses for stamp duty on and registration charges of the said Lease and fees paid to any architect and lawyer for the same.
- (B) To allot and issue to the Lessor shares of the Assignee as required by the provisions of Clauses 3 and 4 of the said Lease.
- (C) To employ skilled and unskilled persons as required by the provisions of Clause 12 of the said Lease.
- (D) To supply to the inhabitants of the proposed housing colony approximately 25,000 litres of drinking water subject to their paying consumption charges for the same in accordance with the provisions of Clause 15 of the said Lease.
- (E) To contribute a sum of Rs.60,000/- towards the medical dispensary scheme as required by Clause 16 of the said Lease.
- (F) To pay compensation if any, payable to different persons mentioned in Clause 17 of the said Lease.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All those pieces and parcels of land containing by admeasurement an area of 499 Hectare 9500 square metres (four hundred ninety nine hectare and nine thousand five hundred square metres) or thereabout consisting of Reserved Plots marked out by the lessor the Reserve Plot Number and area of each Plot being as under:-

<u>Reserved Plot No.</u>	<u>Area Hectare.</u>
LXVIII	7.0960
XXIII	5.5695
LXVII	28.6280
XXIV	22.7220
LXVI	126.9418
LXII	13.8010
LXIII	18.6400
LXV	103.1580
LX	85.2098
LXXIX	0.0416
	-----
	c/f 414.8077

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Reserved Plot No.

Area  
Hectares.

b/f

164  
LXIV  
XIII  
LXI  
XVI  
LVII  
LVIII

411.8077  
0.1100  
28.6031  
6.1340  
42.4100  
2.1160  
119.0000  
0.8092

Total

500.1800

Less area occupied by P.W.D.

Road & Navy

1.2000

Total area leased

498.9800

Together with all the trees standing within the boundaries of the village Suncoale within Village-Uran-Panorayat area of Bangalore Taluka of Morungao within the sub-Registration District of Bangalore and Registration District of Goa in the Union Territory of Goa, Daman & Diu. These Plots do not bear any Predial Description number of the Conservatorio do Registo Predial of Salcete and have not been separately registered for matriz Tax in the Revenue Office.

The said premises are bounded as follows:

- (1) On the East by the properties of the following persons:
  - (a) Part Plot 57 of the Lessor.
  - (b) Plot held by Rosario Costa
  - (c) R. Plot 58 of the Lessor
  - (d) Plot held by Pedro Carvalho and the land belonging to the Lessor.
  - (e) Boundary of the Pale village
- (2) On the West by the properties of the following persons:
  - (a) Sebastiao Nunes
  - (b) Joso M. Nunes
  - (c) Fundalin B. Naik
  - (d) Sita Naik
  - (e) Vishnu Naik

Encl.  
(11)

- (f) Ramachandra Naik
- (g) Heirs of Philip Sequira and Joseph Rodrigues of Chicalim
- (h) Caetano Soares and Father Philip Soares
- (i) Joaquim Eloutario Gomes of Velcao
- (j) Nagesh Naik of Margao
- (k) Railway Line
- (l) Boundary of Tesorcim village

(3) On the North by the properties belonging to the following persons:

- (a) Heirs of Inacio Rodrigues
- (b) Jose Souza
- (c) Xavier Rodrigues
- (d) Church of St. Jacinto
- (e) Antonio Gama
- (f) Heirs of Casimiro Souza
- (g) Francisco Xavier Rodrigues
- (h) Pundalin Birt Naik
- (i) Kaka Valaulikar
- (j) Francisco Rodrigues
- (k) Ramnath V.P. Raiturkar
- (l) Plots held by Sagun Naik
- (m) Laxmi Naik
- (n) Francisco Rodrigues
- (o) Agostinho Gama
- (p) Vishnoo Naik of Margao
- (q) Lessor
- (r) Antonio Gama
- (s) Sebastiao Souza
- (t) Manuel Gama
- (u) Heirs of Cosme Damiao Gonsalves
- (v) Heirs of Casimiro Souza
- (w) Canuto Rodrigues

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Executing parties: Shri K. K. Srikumar, aged 34,  
Commercial Executive, Son of S. S. Srikumar, residing  
at 10, 1st Street, 1st Floor, of S. S. Srikumar, Chittoor  
District, 10, 1st Street, 1st Floor, of S. S. Srikumar,  
admits execution of the so called  
document.

[illegible]

Simon - 10

(S.V. Narayana)

12/1/1911

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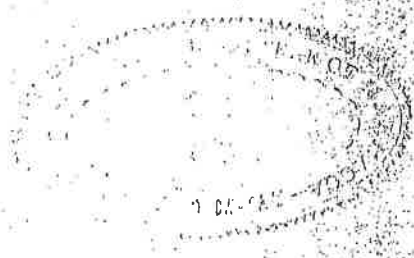
4.1.69  
M. W. W.  
J. R. R.  
R. R. R.  
4th Dec. 1969

7.10

227-12-67  
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Date 22-12-67

Vincent Desjardins  
Sub-Registrar  
Warwick



DATED THIS

DAY OF

1969

BURLA GWALIOR PRIVATE LIMITED

TO

SOHAI AGRO CHEMICALS LIMITED

ASSIGNMENT