



Friday, August 26, 2005
9:45:59 PM

Original
नॉदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 1105

दिनांक 26/08/2005

गावाचे नाव कॉबळ तर्फे बिरयाडी

दस्तऐवजाचा अनुक्रमांक

महड - 01104 - 2005

दस्ता ऐवजाचा प्रकार

प्रतिलेख किंवा प्रतिलिपी

सादर करणाराचे नाव: श्री. हरी केमिकल् एक्सपोर्ट लि. तर्फे डायरेक्टर किशोरीलाल रामुका - -

नॉदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),	:-	420.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (21)		520.00
एकूण	रु.	

आपणास हा दस्त अंदाजे 5:59PM ह्या वेळेस मिळेल

मु. न. दु. वि. म. क. व. द. वा. व.
महड

बाजार मूल्य: 1 रु.

मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

for Shree Hari Chemicals Export Ltd

Director.

Designed & developed by C.DAC, Pune

SARITA REPORTS VERSION 5.2 R

permitted assignee of the other part;



Friday, August 26, 2005

6:10:06 PM



Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 1106

दिनांक 26/08/2005

गावाचे नाव कांबळ तर्फे विरवाडी

दस्तऐवजाचा अनुक्रमांक महड - 01105 - 2005

दस्ता ऐवजाचा प्रकार भाडेपट्टा
भाडेपट्टा

सादर करणाराचे नाव: श्री. हरी केमिकल एक्सपोर्ट लि. तर्फे डायरेक्टर किशोरीलाल रामुका - -

नोंदणी फी	:-	1540.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),	:-	420.00
रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (21)		
एकूण	रु.	1960.00

आपणास हा दस्त अंदाजे 6:24PM ह्या वेळेस मिळेल

दुय्यम निबंधक

महाड

मुद्रांक निबंधक महाड

बाजार मूल्य: 144000 रु. मोबदला: 140000 रु.

भरलेले मुद्रांक शुल्क: 450 रु.

for Shree Hari Chemicals Export Ltd

Director

सर्वसा. २६-म
Gen. 26-M

CANCELLED (नियम ११ प्रकृत) D.O.Code No. 01179
बलन कर्माक

या ठिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन

अभिध नम

भारतीय स्टेट बैंकमध्ये / भारतीय रिझर्व बँकेमध्ये

अभिनिविष्टः ५.

369/04-08

भरणा करणा—याने भरावयाचे

दि. २४-८-०५

विभागाय अधिका-याने किंवा कोषागार
भरावयाचे

पुनर्विजिह्वानिकारी
रायगढ़-बलियाब

कोषागारने/उपकोषागारने/भारतीय रिझर्व बँकेने/
भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने
भरावयाचे

जिच्यावतीने रक्कम भरण्यात आली आहे
त्या व्यक्तीचे नाव/पदनाम आणि पत्ता

लेख्याचे वर्गीकरण
विभाग :

रक्कम मिळाली

रुपये
(आकृडयति)

प्रधानशासक : 10000 मुद्रा. व. लाक्षणिकी

रूपरेखा
(अक्षरी)

उपप्रधानशीर्ष 02

103 (1) ~~Normal~~ ~~transformation~~ ~~and~~ ~~re-~~

गौणप्रतिप

कोषापाल
लेखापाल

संगणक संकेतांक

कोषागार / उपकोषागार अधिकारी व्यक्तीचा
व्यवस्थापक

विषय: मुद्रांक नं. १५५४२-

भरणा केलला रक्कम रुपये—
(अक्षरी) रुपये पाचशे

बरोबर आहे, पैसे स्वाकारात व पंचताः राहिले

(अधरी) रूपये पाकौ पन्ना १५३/-

दिनांक

भरणा करणाऱ्याची स्वाक्षरी

दिनांक

48-6-04

26-6-04

येथे कोसागारात/वॅकेंत भरणा करणयावाचते आदेश देण-या अधिका-याचा स्वतः शिक्षक ठसवावा.

सायना-जी.बि.पी.

(अथवा मार्ग प्रकाश)

CANCELLED

D.D.O. Code No. 011179

म.क.पू. (१०,००,०००)-११.८७ पो.अ.ए.ए. ११५
शा.पू. वित्त विभाग, ऊ. संकोर्ण-१०८७/३.ऊ.८७/कोश-४,
दिनांक १२ मार्च भा १९८७

नमुना म.को.वि. ६
(नियम ११२ पक्ष)
चलत क्रमांक

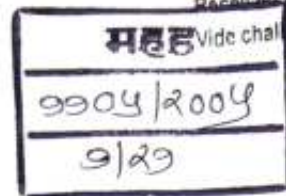
सर्वसा. २६-२
Gen. 26-M

अखिला

या ठिकाणी कोषागार/उपकोषागार परावृत्त आलेल्या रकमेचे चलन
पारदर्शित करून देण्यात येत आहे. या ठिकाणी कोषागार/उपकोषागार परावृत्त आलेल्या रकमेचे चलन
पारदर्शित करून देण्यात येत आहे.

भरणा करणा-याने भरवण्याचे	विभागीय अधिका-याने किंवा कोषागाराने भरवण्याचे	कोषागार/उपकोषागार/पारदर्शित रकमेचे/पारदर्शित स्टेट बँक/इतर स्टेट बँक/पणवणे
विन्यासवर्तन रकम भरण्यात आलेली आहे त्या व्यक्तीचे नाव/पदनाम आणि	संख्याचे वर्गीकरण	रकम मिळाली.
श्री. श्री. के.मि.एस. प्रसाद	विभाग : मुद्रांक व मोदणी	रुपये (आठशे)
कि. लफ्फे श्री. लुंगानप्रसाद	प्रधानशिर्ष १०३ मुद्रांक व मोदणी	रुपये अठरा
रामस्वरूप रामुला. महड	उपप्रधानशिर्ष मुद्रांक व्यापिकेतर	
भरणा करणा-याने भरवण्याचे शाधिकारपत्राचा तपशील आहे भरणा करणा-याने उद्देश	गोमिशर्ष १०३ (II) आभेनिर्णय फी	कोषागार संख्या
श्री. श्री. के.मि.एस. प्रसाद	संगणक संकेतांक :	४०६७
दि. १७/३/८७	० ० ३ ० ० ० ८ ३	
भरणा करणा-याने भरवण्याचे रकम रुपये २००	बटवरा आहे. रकमेचे स्वरूप व पद्धती याची.	
मदारी रुपय	दिनांक	
२२/३/८७	२२/३/८७	
भरणा करणा-याने भरवण्याचे रकम रुपये २००	संश्लेषित	
२२/३/८७	मुद्रांक जिल्हाधिकारी	
	हायड-नालवडी	

यथे का पारदर्शित/बँक रकम भरणा करणा-याने भरवण्याचे आदेश देण्या-या अधिका-याने रकमेचे शिक्का ठेववावा?



Received Adj. Fee Rs. 20/-
 Vide challan No. Receipt No. 17. Date 24/8/05

Collector of Stamps Raigad

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 281/2005-06. Date: 24/8/05
 Received from Shri. M/s. Shree Hari Chemical Export Ltd. through residing at
 P. S. Ram Sawrup Rumnuka Stamp Duty Rs. 450/-
 (Rupees four hundred fifty Only) in the State Bank of
 India Branch Alibag vide Challan No. R137 Dated 24/8/05
 Certified under Section 24(1) of the Bombay Stamp Act 1958 that the full Stamp
 Duty of Rs. 450/- with which this instrument is chargeable has been paid
 vide Article No. 25 of Schedule. M.V. 1,44,000/-
 This certificate is subject to the provision of section 53(A) of Bombay Stamp Act, 1958

Place: Alibag
 Date: 24/8/05

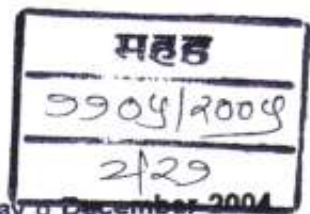
Collector of Stamps Raigad



THIS LEASE made at Mahad the 26th day of Aug Two
 thousand Five BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT
 CORPORATION, a Corporation constituted under the Maharashtra Industrial
 Development Act, 1961 (MAH-III of 1962) and having its Principal office at Orient
 House, Adi Marzban Path, Ballard Estate, Mumbai-400038 hereinafter called "the
 Lessor" (which expression shall, unless the context does not so admit, include its
 successors and assigns) of the One Part AND MESSRS Shree Hari Chemical
 Export Ltd., a Company incorporated under the companies Act 1956 & having its
 registered office at Plot No. A-8, M.I.D.C. Mahad Industrial Area, Mahad. Dist.
 Raigad-402309, hereinafter called "the Lessee" (which expression shall, unless the
 context does not so admit, include / its successor or successors in business and
 permitted assigns) of the Other part;



...2...



Recitals

AND WHEREAS BY an Agreement dated 7th day of December 2004 and made between the Lessor of the one part and Lessee of the other part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said agreement a Lease of piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS, although the specifications, plans, elevations, sections and details of the factory buildings agreed to be constructed by the Lessee on the said land have been approved by the Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter call "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) the Lessee has before the commencement of the constructions of the said factory building and other structures requested the Lessor to grant to the Lessee a Lease of the said land on the ground that the Lessee has applied to the State Bank of India, Backbay Reclamation Branch, Raheja Chambers, Free Press, Journal Marg, Nariman Point, Mumbai-400021, to advance to the Lessee certain loans which the said State Bank of India, Backbay Reclamation Branch, Raheja Chambers, Free Press, Journal Marg, Nariman Point, Mumbai-400021, is willing to do against the security, inter alia, of the said plot provided the Lessee obtain a Lease thereof from the Lessor even before commencement of such construction and also the Lessor's consent for the execution of the required mortgage documents.

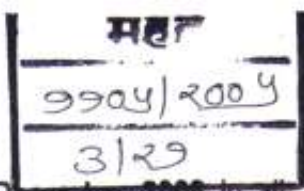
AND WHEREAS , the Lessor has agreed to grant the said request of the Lessee on the Lessee undertaking to commence the construction of the said factory building and other structures and complete the said factory building and other structures in all respect to the satisfaction of the said Executive Engineer within such time as the Lessor may specify in that behalf.

AND WHEREAS although the work of construction of the factory building and other structures agreed to be constructed by the Lessee on the said land is still in progress the Lessee has requested the Lessor to grant to the Lessee a Lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and

[Handwritten signatures]



3....



other structures on the before the 10th day of December 2008 in all respect of the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned)

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 2800/- approximately per annum.

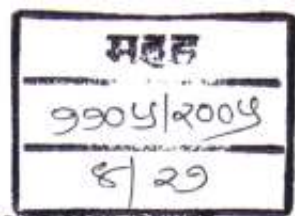
NOW THIS LEASE WITNESSETH as follows :-

1) In consideration of the premises and of the sum of Rs. 1,40,000/- (Rs. One Lakh forty thousand only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and Agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demised unto the Lessee all that piece of land known as plot No. A-13 in the Mahad Industrial Area, and within the village limits of Kamble and outside the limits of Mahad Municipal Council in rural area, Taluka and Registration Sub District Mahad District and Registration District Raigad containing by admeasurement 1000 square meters or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time here after standing and being thereon AND TOGETHER with all rights, easements and appurtenances thereto belonging EXCEPT AND RESRVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Ninety five year computed from the first day of December 2004 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred

Description
of Land.



[Handwritten signatures]



to as "the Chief Executive Officer" which expression shall include and other officer to whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee with intent to bind all persons into whosoever hand the demised premises may come doth/do hereby covenant with the Lessor as follows:-

Covenants
by the
Lessee.

(a) During the said term hereby created to pay unto the Lessor the said rent at the time on the days and in manner hereinbefore appointed for payment thereof clear of all deduction.

To Pay
rent.

(b) To pay all existing and future taxes, rates, assessments, and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

To pay
rates and
taxes.

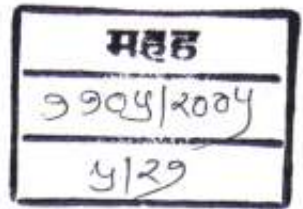
(c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 1000/- approximately per annum.

To pay
fees or
service
charges.

(d) That the Lessee shall on or before the 10th day of December 2008 at its own expense and in substantial and workman like manner and in strict accordance with the plans, elevations, details and specification approved by the Executive Engineer, in-charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunderwritten build and completely finish fit for occupation to the satisfaction of the Executive Engineer the said building and other structures thereon on at least 150 square meters of plot area for the use as an industrial factory with all requisite drains and proper conveniences thereto and shall obtain from the Executive Engineer a Building Completion Certificate to that effect.

Completion
of
factory
building.

LA em



(e) The Lessee shall at its own expenses within a period of one year from the date hereof plant trees in the open space of the said land with-in the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Planting of trees in the periphery of the plot

(f) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundation of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

Not to excavate.

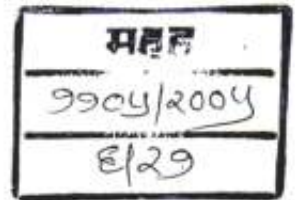
(g) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

Not to erect beyond building line.

(h) The Lessee having at its own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of said Industrial Area (hereinafter called the "Executive Engineer, which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

Access Road.





i) (i) The Lessee shall ~~only~~ comply with the provision of the Water (prevention & Control of pollution) Act, 1974. The Air (Prevention & Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made thereunder as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Boards constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify any keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the Provision of the Water (Prevention and Control of pollution) Act, 1974 The Air (P&C of P) Act, 1981 and the environment (Protection) Act, 1986 and amendments issued from time to time.

ii) The Lessee shall have to become a member of Common Effluent Treatment plant (CETP), and to observe the Criteria/Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Lessor.



(j) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto,

To build as per Agreement

(k) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer, and a No objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation.

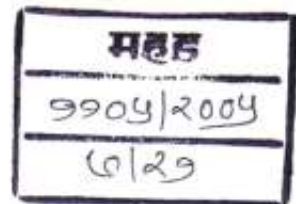
Plans to be submitted before building.



(l) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

Indemnity.

[Handwritten signatures]



(m) The Lessee shall at its own costs and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during construction.

(n) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

To build according to rules.

(o) To observe and conform to all rules, regulations and by-laws of the Local Authority concerned or any statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangement for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previous Consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

Sanitation.



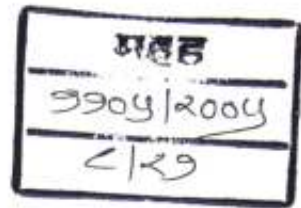
(p) That no alterations or additions shall at any time be made to the façade or elevation of any buildings or erection erected and standing on the demised premises or architectural feature thereof except with the previous consent in writing of the Executive Engineer.

Alterations.



(q) Throughout the said term at the Lessee's expense well and substantially to repair pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair.



(r) To permit the Lessor of the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable time of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon it to execute the repairs and upon his/ its/their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

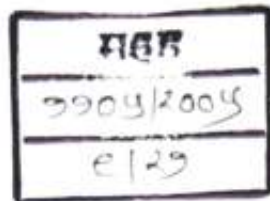
To enter
and
inspect.

s) That it shall not at any time to do, cause or permit any nuisance, annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity in or upon the demised premises and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunderwritten for any purpose which may be offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Boards, Central Pollution Control Board and Ministry of Environment & Forest, Govt. of India, with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Nuisance.

(t) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the Maharashtra Pollution Control Boards with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

User.

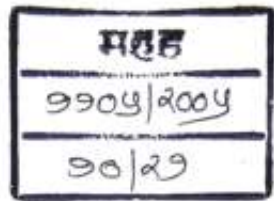


(u) To keep the building already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (Excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part of thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damage whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

Insurance.

(v) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and building then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the Covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erection or structures may have been removed.

Delivery of possession after expiration.



(w) Not so assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such condition as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by mates and bounds or otherwise to alter the nature of this present demise.

Not to
assign

(x) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, or other amending statute notice of such assignment or assurance to the lessor such delivery to be made to the Chief Executive Officer or to such officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignment
to be
registered
with the
Lessor.



(y) (i) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able bodied and whose land are acquired for the purpose of the said Industrial Area.

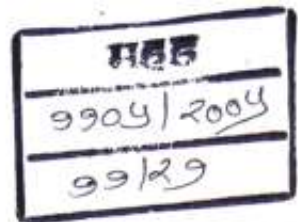
To give
preference
in
employment
of Labour

(y) (ii) "While Employing the skilled and unskilled labour, they shall also recruit the maximum local people on the basis of their knowledge of handling the operating the equipments/machineries used by the Lessee and the general qualifications of the local labour".

(z) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the Lessee, the person or persons to whom the title shall be transferred as heir or otherwise, shall cause notice thereof to be given to the Lessor within three months from such death.

Notice in
case of
death.





3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Maharashtra land Revenue Code, 1966 (XLI of 1966).

Recovery of
Rent, Fees,
etc. as Land
Revenue.

4. (a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvement built or carried out on the demised premises, or claimed by Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for nonpayment of rent as aforesaid the power of re-enter hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Rent, Fees
etc. in
arrears.

b) (i) without prejudice to the generality of the foregoing provision in case the Lessee shall fail to complete the said factory building and other works agreed by the Lessee to be constructed on the demised premises within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or if the Lessee shall commit default in payment to the Lessor of the recurring fees in the nature of service or other charges



as hereinabove provided or shall fail to observe any of the stipulations on its part herein contained then the lease shall determine and all erections, and material, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.

(ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessees' occupation on payment of such additional premium as may be decided upon by the Lessor or and;

(iii) In the alternative but without prejudice to sub-clauses (i) and (ii) the Lessor may direct removal or alteration of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out the same from the Lessee as an arrears of land revenue.

(c) All building material and plant which shall have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective or improper material (removed for the purpose or being replaced by proper material) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of the Completion Certificate mentioned in clause 2 (d) hereof.

LS *PM*



as hereinabove provided or shall fail to observe any of the stipulations on its part herein contained then the lease shall determine and all erections, and material, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.

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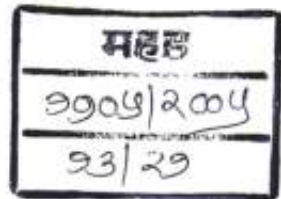
(iii) In the alternative but without prejudice to sub-clauses (i) and (ii) the Lessor may direct removal or alteration of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out the same from the Lessee as an arrears of land revenue.

(c) All building material and plant which shall have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective or improper material (removed for the purpose or being replaced by proper material) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of the Completion Certificate mentioned in clause 2 (d) hereof.

LS *ETM*



...13....



5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under Lessor.

Lessor's
covenant for
peaceful
enjoyment.

6. The Layout of the Mahad Industrial Area and the Building and other Regulation and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Alteration
of Estate
Rules.

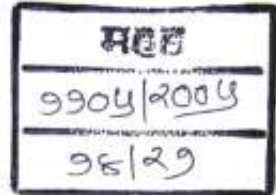


7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expenses in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of Ninety Five years on payment of Premium as may be determined by the Lessor and with covenants, Provisions and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

Renewal
of Lease.



[Handwritten signatures]



8. The Stamp duty and registration charges in respect of the preparation and execution of this lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and charges to be borne by the Lessee.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

Marginal Notes

IN WITNESS WHEREOF Shri. N. G. Mande, the Regional Officer, of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed the Lessee has set his hand the Lessee have set their respective hands hereto the day and year first abovewritten.

FIRST SCHEDULE
(Description of Land)

All that piece or parcel of land known as plot No. A-13 in the Mahad Industrial Area, within village limits of Kamble and outside the limits of Mahad Municipal Council, in rural area, Taluka and Registration sub-District Mahad District and Registration District Raigad containing by admeasurement 1000 Square meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say –

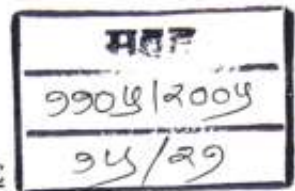
On or towards the North by- Plot No. A-14.

On or towards the South by- Plot No. A-12.

On or towards the East by- Road.

On or towards the West by- ^{part of} Plot No. A-1.

[Handwritten signatures]



...15...
SECOND SCHEDULE
(Building Regulation)

1. The Building Regulation of 'A' class Municipal Council or the Building Regulation of the respective Local Authority/Planning Authority as amended from time to time will be building Regulations applicable for development of the plots in industrial Area.

2. The periphery of the plot shall be utilised for the purpose of planting trees. At least one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road of part thereof but within the demised premises.

3. Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries a list whereof is attached.

4. The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and control of Pollution) Act, 1981 as regards the water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

5. No construction work shall be commenced unless the plans, elevations and section have been approved by the officer authorised by the Lessor and no addition or alteration to building, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark, the officer authorised by the Lessor shall allocate this obligation suitably.

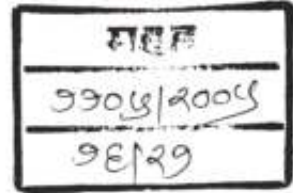
7. Three sets of the specification, plans elevations and sections as approved by the Local Authority/Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.



...16...

THIRD SCHEDULE

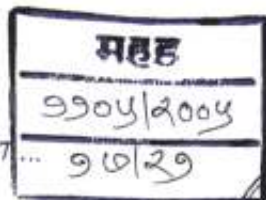
(Manufacture of Obnoxious Industries)



1. Fertilizer manufacture from organic materials, provided, however, that these provision shall not apply to the manufacture or fertiliser from previously processed material which have not noxious odours or fumes and which do not produce noxious odours of fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosive or fire works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper & paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.



[Handwritten signatures]



SIGNED, SEALED AND DELIVERED

by SHRI. N. G. MANDE,

The Regional Officer, Maharashtra
Industrial Development Corporation

In the presence of-

1. Mrs. A. G. Mandape *Amandape*

2. Mr. R. M. Mohite *Mohite*

N. G. Mande
N. G. MANDE
Regional Officer
M. I. D. C. Mahad

The Common Seal of the
above named Lessee Messrs
Shree Hari Chemical Export Ltd.

was pursuant to a Resolution of its
Boards of Directors passed in that
behalf on the 5th day of Aug 2005
affixed hereto in the presence of:-

Shri. K. L. Ramuka

and

Shri. _____

Director/s and Shri _____

of the Company who, in token of
having affixed the Company's Seal
hereto, has set his hand/have set their
respective hands hereto,
in the presence of :-

for Shree Hari Chemicals Export Ltd.

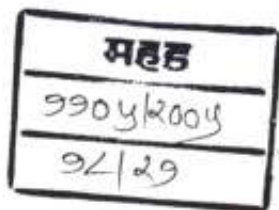
Director
Director

1. H. P. Ramuka *Ramuka*

2. V. M. Malode *Malode*

MAHAD INDUSTRIAL AREA
VILL:- KAMBLE, TAL:- MAHAD, RAIGAD

SCALE:- 1CM = 10 M.



R
O
A
D

PREPARED BY
SURVEYER



N. G. Mande
N. G. MANDE
Regional Officer
M. I. D. C. Mahad

For Shree Hari Chemicals Export Ltd.,

[Signature]
Director.



26/08/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

6:14:39 pm

महाड

महाड

दस्त क्र 1105/2005

दस्त क्रमांक : 1105/2005

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: श्री. हरी केमिकल एक्सपोर्ट लि. तर्फे डावरेक्टर
किशोरीलाल रामुका - -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: एम.आय.डी.सी.
शहर/गाव: महाड
तालुका: महाड

लिहून देणार

वय 55

सही



2 नाव: महाराष्ट्र इंडस्ट्रियल डेव्ह. कॉर्पो. महाड तर्फे रिजिनल
ऑफीसर एन.
जी. माडे (कलम 88खाली क.ज. साठी माफी)
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर

लिहून घेणार

वय 57

सही

उपलब्ध नाही

उपलब्ध नाही

कुठम - ८८ म्हाती क० ज० माफी फ्लुट.





दस्त गोषवारा भाग - 2

महड

दस्त क्रमांक (1105/2005)

दस्त क्र. [महड-1105-2005] चा गोषवारा
बाजार मूल्य : 144000 मोबदला 140000 भरलेले मुद्रांक शुल्क : 450

पावली क्र.: 1105 दिनांक: 26/08/2005
पावलीचे वर्णन
नांव: श्री. हरी केमिकल एक्सपोर्ट लि. तर्फे डायरेक्ट
किशोरीलाल रामुका - -

दस्त हजर केल्याचा दिनांक : 26/08/2005 06:05 PM

निष्पादनाचा दिनांक : 26/08/2005

दस्त हजर करणाऱ्याची सही :

for Shree Hari Chemicals Export Ltd.

[Signature]
Director.

दस्ताचा प्रकार : 36) भाडेपट्टा

दस्त अनुच्छेद प्रकार: भाडेपट्टा

1540 : नोंदणी फी
420 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

1960: एकूण

ड. नि. *[Signature]* निबंधक महार

शिक्षका क्र. 1 ची वेळ : (सादरीकरण) 26/08/2005 06:05 PM

शिक्षका क्र. 2 ची वेळ : (फी) 26/08/2005 06:11 PM

शिक्षका क्र. 3 ची वेळ : (कबुली) 26/08/2005 06:12 PM

शिक्षका क्र. 4 ची वेळ : (ओळख) 26/08/2005 06:13 PM

दस्त नोंद केल्याचा दिनांक : 26/08/2005 06:14 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणाऱ्या व्यक्तीस ओळखतात,
व त्यांची ओळख पटवितात.

1) बसंत मोहनलाल मालोदे, घर/फ्लॅट नं. - *[Signature]*

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत: आदर्श नगर

शहर/गाव: महाड

तालुका: महाड

पिन: -

2) हनुमानप्रसाद रामरवरुप रामुका, घर/फ्लॅट नं. - *[Signature]*

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत: एम.आय.डी.सी.

शहर/गाव: महाड

तालुका: महाड

पिन: -

मुद्रांक शुल्क: सवलत मुद्रांक नजिल्हाधिकारी, रायगड बोर्डाच्या अधिनिर्णित
क्र. 281 दि. 25/08/2005 नुसार आवश्यक मुद्रांक शुल्क 450

ड. नि. *[Signature]* निबंधक महार



हारी *[Signature]* निबंधक
सन २००५

वर्मानंतर करण्यात येते की
वा बस्तात ए. २२/२२/२२ आहे

ड. नि. *[Signature]* निबंधक महार

SHCEL 1985

MAIL INW NO.

DATE 03/01/89

DELIVERED TO

REPLY: FILE REF NO.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



॥ अस्तु नमो वाग्दे॥
MIDC

By Hand

No. MIDC/ROM/MHD/A-13/19
Office of the Regional Officer,
M.I.D.C. Panvel Dist., Raigad.
Date:- 02/01/2009.

Sub:- Plot No. A-13 from Mahad Industrial Area
Creation of mortgage/charge in respect of.....

Read:- Letter dated the 23/12/2008 & 26/12/2008
From **M/s. Shree Hari Chemicals Export Ltd.**

CONSENT

WHEREAS, in pursuance of sub-clause (w) of Clause 2 of the marginally

Lease dated 26th day of August 2005.

LESSEE :-

M/s. Shree Hari Chemicals Export Ltd.

FINANCIAL INSTITUTION :-

State Bank of India --Rs. 25.90 Crores.

noted lease executed by the Maharashtra Industrial Development Corporation (hereinafter called "the Corporation") in favour of the Lessee Consent was granted to the Lessee on the 30/08/2005 & 21/04/2008 to mortgage/ charge by the Lessee of the Lessee's interest under the said lease in favour of State Bank of India as security for repayment of the loan of Rs. 15.92 Crores & Rs. 8.00 Crores respectively.

AND WHEREAS, the lessee have accordingly obtained the loan of Rs. 23.92 Crores against the security of the lessee interest under the said lease out of the said loan Rs. 3.35 Crores is repaid as is evident from letter dated 8/04/2008 issued by State Bank of India & remaining laons of Rs. 20.57 Crores are still outstanding.

AND WHEREAS, the lessee is desirous of raising loan of **Rs. 25.90 Crores** from the marginally noted financial Institution on the same security and has applied for permission to create a further mortgage/charge on the same security.


I. Consent is hereby accorded to the mortgage/charge by the lessee of the Lessee's interest under the aforesaid lease in favour of the marginally noted Financial Institution subject to the following conditions;

- a) The total amount of the further loan shall not exceed of **Rs. 25.90 Crores** by aggregating **Rs. 46.47 Crores**.
- b) This consent hereby granted is restricted to the above loans and in case the Lessee propose to raise any further or other loan on the security of the demised premises or otherwise transfer or assign the same the Lessee shall have to make a fresh application for consent.

2/-

- c) "In the event of sell, the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the Lessor) will not allow any change".
- d) That in the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution shall pay to the Corporation the entire amount of unearned income from the said plot of land (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz. the entire excess of the price of land calculated at the ruling rate prescribed by the Corporation in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee/s to the Corporation in respect of the said plot of land at the rate of Rs. 140/- per square metre PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage or charge so created and the debt inclusive of interest, commitment charges, increase that may occur on account of devaluation/foreign exchange fluctuation or escalation costs, charges and expenses are satisfied in full. The decision of the Corporation subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.
- e) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorise the Lessee to mortgage only a part of the demised premises hereinabove referred to;
- 1) The Lessee and Financial Institution will execute an Agreement with the Corporation in the prescribed form incorporating the above conditions.
 - 2) The Consent hereby granted shall not be operative unless an Agreement referred to in sub-para (f) above is executed by all the parties.
 - 3) The Consent hereby granted is in addition to the Consent previously granted to the Lessee on 30/08/2005 & 21/04/2008.




(Dr. N.K. BHOSALE)
REGIONAL OFFICER,
M.L.D.C. PANVEL.

To,
M/s. Shree Hari Chemicals Export Ltd.
103/104, Unique Tower, S.V. Road,
Near Kamat Club, Goregaon (W),
Mumbai-400062.

- 1) Copy submitted to the General Manager (L), Andheri (E), Mumbai-93 for favour of information please.
- 2) Copy to State Bank of India, Backbay Reclamation Branch, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 for information.



Muh THIS AGREEMENT made at ^{Panvel} ~~Mahad~~ this 13th day of June Two thousand nine ^{ml} ~~ml~~
 Between MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION a Corporation
 constituted under the Maharashtra Industrial Development Act. 1961 and having its Principal Office
 at Orient House, Adi Marzban Path Ballard Estate, Mumbai 400038 (hereinafter called "the Lessor"
 which expression shall, unless the context does not so admit include its successors and assigns),
 of the First Part, **M/S. SHREE HARI CHEMICALS EXPORT LTD.** a company incorporated under
 the companies Act. 1956 & having its registered office at Plot No. A-8 MIDC Mahad, Dist:
Raigad - 402309 (hereinafter called "the Lessee" which expression shall, unless the context does
 not so admit include its successor or successors in business and permitted assigns) of the Second
 part, AND STATE BANK OF INDIA and having its branch at Backbay Reclamation ^{Raigad} ~~Raigad~~
Chambers Free press Journal Marg, Nariman Point, Mumbai 400021 (hereinafter referred to as
 the "Financial Institution" which expression shall, unless the context does not so admit include
 successors assigns) of the Third Part.

WHEREAS:

- (a) By an indenture of Lease dated **26TH day of August - 2005** (hereinafter referred to as "the
 said Lease") and made between the Lesser of the One Part and the Lessee of the Other
 Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances
 at **Mahad** under Serial Nos. 1105 & 1106 on **26th day of August - 2005** the said Lease
 consideration of the premium paid and of the rent therein and on the part of the Lessee to
 be paid observed and performed did thereby demise unto the Lessee all that piece of land
 known as Plot No. **A-13** in the **Mahad Industrial Area**, within the village limits of **Kamble**,
Taluka and Registration Sub-District **Mahad**, District and Registration District **Raigad**
 containing by admeasurement **1000 square meters** or thereabouts and more particularly
 described in the First Schedule thereunder and also in the First Schedule thereunder
 written together with the buildings and erections then or at any time thereafter standing and
 being thereon belonging to hold the said land and premises therein expressed to be
 thereby demised (herein and hereinafter referred to as "the demised premises") unto the
 Lessee for a terms of ninety five years computed from the **1st day of December - 2004**
 subject to the payment of rent and on the terms, covenants and conditions therein
 contained.



Bombay Mercantile Co-operative Bank Ltd.
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- (b) The Lessor had, at request of the Lessee granted to the Lessee consent to mortgage/charge by the Lessee of the Lessee's interest under the Lease in favour of **State Bank of India** as security for repayment of the loan of **Rs. 15.92 Crores & Rs. 8.00 Crores** and the Lessee has/have pursuant to the said consent, secured the loan of **Rs. 15.92 Crores & Rs. 8.00 Crores from State Bank of India** against the said security and out of the said loans the loan of **Rs. 3.35 Crores** in favour of State Bank of India is fully repaid by the Lessee as is evident letter No. BRB/MC/SSR/063 dated 08/04/2008 issued by State Bank of India & remaining loan **Rs. 20.57 Crores** in favour of State Bank of India are still outstanding.
- (c) The Lessee has requested the Financial Institution to advance to the Lessee certain loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called "the said Loans") on the security, inter alia, of mortgage of the demised premises which the Financial institution have agreed to do on certain terms and conditions as also on condition that the Lessee will mortgage and charge all its assets including the Lessee's interest in the demised premises under the said lease in favour of the Financial Institutions.
- (d) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the Financial Institution and to enter into this agreement in the manner hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- (1) In pursuance of the said Agreement and in consideration of the premises the lessor hereby grant permission to the Lessee to mortgage the demised premises to the Financial Institution for the bonafide purpose of securing the due payment of the said loans advanced or to be advanced by the Financial Institutions to the Lessee subject to a maximum of **Rs. 25.90 Crores** in the mortgage. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.
- (2) The Lessor the Lessee and the Financial Institution further agree that the Financial Institution may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however to what is stated below, namely: -
- (a) In the event of the Financial Institutions selling the demised premises or any part thereof or having the same sold as aforesaid for realization of the security, the Financial institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz, the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the lessee to the Lessor in respect of the said plot of land at the time of allotment viz. premium calculated at the rate of **Rs. 140/- per square metre** provided that the Lessor will not be entitled to received any such payment unless the claims of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge increase that may occur on account of devaluation/foreign exchange fluctuation, escalation, costs charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.
- (b) The right of the Financial Institution to sell the demised premises under such mortgage/s to realise the undercharged debt shall be absolute as set out in condition (a) above.
- (c) **"In the events of sell, the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the Lessor) will not allow any change."**



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(d) The condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposes upon the Lessee under the said Lease shall pay to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial institution or any one or more of them as aforesaid:

(e) In the event of the Lessee committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the Financial Institution at least 6 months, notice in writing specifying the default or breach committed by the Lessee and the Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the Financial Institution or any of the, shall have failed to remedy the same within six months from the date of receipt of the said notice.

(f) During the continuance of the said mortgage of the demised premises in favour of the Financial Institution as security for loan advanced by it to the Lessee hereinbefore recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor PROVIDED the Lessee have such insurance effected in the joint names of the Lessee and the Financial Institution.

(g) The Lessee shall in case of such mortgage of the demised premises and the building and structures therein or any of them as provided in preceding clause 1 above file complete particulars of that mortgage with the Lessor within a period of One Month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed the Lessee has set his hand/the lessee have set their respective hands hereto and the Financial Institution have caused these presents to be executed under the hand of its authorised representative the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

All that piece or parcel of land known as Plot No. **A-13** in the Mahad Industrial Area, within the village limits of **Kamble**, Taluka and Registration Sub-District Mahad, District and Registration District Raigad containing by admeasurement **1000 square metres** or thereabouts and bounded as follows. That is to say:-

On or towards the North by	-	Plot No. A-14
On or towards the South by	-	Plot No. A-12
On or towards the East by	-	Road
On or towards the West by	-	Part of Plot No. A-1

THE SECOND SCHEDULE ABOVE REFERRED TO
(Particulars of the Loans)

Sr. No.	Name of the Financial Institution	Amount of the loan agreed to be advanced Rs.
1	State Bank of India	Previous Loan - Rs. 20.57 Crores Present Loan - Rs. 25.90 Crores
		Total Rs. 46.47 Crores



Mum

Signature



SIGNED, SEALED AND DELIVERED

by the within named

SHRI M.V. Dhekale

the Regional Officer, for and on behalf

of the within named Maharashtra

Industrial Development Corporation

In the presence of: -

1. Smt. H.L. Jambhale A.M.
2. Mr. P.K. Borkar A.A.M.

The Common Seal of the
within named Lessee
M/s. SHREE HARI CHEMICALS EXPORT LTD.
was pursuant to a Resolution of its
Boards of Directors passed in that
behalf on the 27TH day of November - 2008
hereto affixed, in the presence of:-

1. Shri. B.C. Agrawal
2. _____

Director/Directors of the Company,
who in token of having affixed the Seal of the
Company, set his hand/their respective hands
hereto in the presence of:-

1. SANJAY KEDIA
2. Radeep Gupta



FOR SHREE HARI CHEMICALS EXPORT LTD.

Approved
DIRECTOR

Sanjay Kedia
Radeep Gupta

SIGNED, SEALED AND DELIVERED

by the within named Financial Institution

State Bank of India by the hand of

SHRI. SANJAY GAWHALE

its constituted Attorney in the presence of:-

1. P.P. Manohare
2. A.R. Karyekar

For STATE BANK OF INDIA

Sanjay Gawhale
Asst. General Manager
Mid Corp. Loan Admin. Unit
Andheri (W), Mumbai-53.



By: Hand

No.MIDC/ROM/MHD/A-13/1453/05
Office of the Regional Officer,
M.I.D.C. Mahad Dist. Raigad..
Date:- 30/08/2005

Sub:- Plot No. A-13 From MAHAD Industrial Area-
Creation of mortgage/charge in respect of.....

Read:- Letter dated the 16th August 2005 From
M/S. Shree Hari Chemicals Export Ltd.,

CONSENT

In pursuance of sub-clause (w) of Clause 2 of the marginally noted Lease

Lease dated the 26th day of August 2005,

LESSEE :-

M/s. Shree Hari Chemicals Export Ltd.

FINANCIAL INSTITUTION :-

State Bank of India --Rs. 15.92 Crores

dated the 26th August 2005 executed by Maharashtra Industrial Development Corporation in favour of the Lessee consent is hereby accorded to the mortgage/ charge as a Co-lateral security for the repayment of the loans of Rs. 15.92 Crores sanctioned by the Financial Institution to M/s. Shree Hari Chemicals Export Ltd. for its project on plot No. A-8, Mahad Industrial Area by the Lessee of the Lessee's interest under the aforesaid Lease in favour of the marginally noted Financial Institution subject to the following conditions:-

- The amount of the loan shall not exceed **Rs. 15.92 Crores** only.
- This consent hereby granted is restricted to the above loan and in case the lessee propose to raise any further or other loan on the security of the demised premises or otherwise transfer or assign the same the lessee shall have to make fresh application for consent.
- "In the event of sell, the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the Lessor) will not allow any change".
- That in the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution shall pay to the Corporation the entire amount of unearned income from the said plot of land (excluding the value of building or structure, plant and machinery erected and installed thereon by the lessee) viz. The entire excess of the price of land calculated at the ruling rate prescribed by the Corporation in the said Industrial Area on the date of such sale and the amount of premium paid by the lessees to the Corporation in respect of the said plot of land at the time of allotment viz. premium calculated at the rate of Rs. 140/- per square meter PROVIDED that the Corporation

...2...

will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage or charge so created and the debt inclusive of interest, commitment charges/increase that may occur on account of devaluation/foreign exchange fluctuation or escalation costs, charges and expenses are satisfied in full. The decision of the Corporation subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.

e) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorise the lessees to mortgage only a part of the demised premises hereinabove referred to,

f) The Lessee and Financial Institution will execute an Agreement with the Corporation in the prescribed form incorporating the above conditions. ,

2. The Consent hereby granted shall not be operative unless an Agreement referred to in sub-para (f) above is executed by all the parties.



N. G. Mande

(N. G. MANDE)
REGIONAL OFFICER,
M.I.D.C. MAHAD.

To,
M/s. Shree Hari Chemicals Export Ltd.
103/104, Unique Tower, S.V. Road,
Near Kamat Club, Goregaon (W),
Mumbai 400062.

INDIA NON JUDICIAL

₹ 100

Rs 100

सत्यमेव जयते

भारत

एक सौ रुपये

ONE HUNDRED RUPEES

महाराष्ट्र MAHARASHTRA



162
बप कोषागार प्रतिष्ठापक

2005

THIS AGREEMENT made at Mahad this 2nd day of Sept Two thousand 1961 BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION a Corporation established under the Maharashtra Development Act, 1961 and having its Principal Office at Orient House, Adi Marban Path Ballard Estate, Bombay- 400038 (hereinafter called "the Lessor" which expression shall, unless the context does not so admit include its successors and assigns) of the First Part.

M/s. SHREE HARI CHEMICALS EXPORT LTD. a company incorporated under the Companies Act 1956 & having its registered office at Plot No. A-8 MIDC Mahad, Dist. Raigad, & its administrative office at 103/104, Unique Tower, S.V. Road, Near Kamat Club, Goregaon (W) Mumbai 400 062.

(hereinafter called "the Lessee" which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the second part, AND THE STATE BANK OF INDIA a corporation constituted under the State Bank of India Act, 1955 and having its branch at Backbay Reclamation Raheja Chambers Free press Journal Marg, Nariman Point, Mumbai - 400021

(hereinafter referred to as the "Financial Institution/s" which expression shall, unless the context does not so admit include its successors assigns) of the Third Part

Dr 3 Ein

WHEREAS :

(a) By an indenture of Lease dated 26th day of Aug. 2005 (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and the Lessee of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Mahad under Serial Nos. 1105 and 1106 on the 26th day of Aug. 2005 the Lessor in consideration of the premium paid and of the rent therein and on the part of the Lessee to be paid observed and performed did thereby demise unto the Lessee all that piece of land known as Plot No. A-13 in the Mahad Industrial Area, within the village limits of Kamble Taluka and Registration Sub District Mahad District and Registration District Raigad Containing by admeasurement 1000 square metres or thereabouts and more particularly described in the First Schedule there-under and also in the First Schedule hereunder written together with the buildings and erections then or at any time thereafter standing and being thereon belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto the Lessee for a terms of ninety five years computed from the 1st day of Dec. 2004 subject to the payment of rent and on the terms, covenants and conditions therein contained.

(b) The Lessee has requested the Financial Institution/s to advance to the Lessee certain loans Particulars whereof are set out in the Second Schedule hereunder written (hereinafter called "the said Loans") on the security, inter alia of a mortgage of the demised premises which the Financial institution/s has/have agreed to do on certain terms and conditions as also on condition that the Lessee will mortgage and charge all its assets including the Lessee's interest in the demised premises under the said Lease in favour of the Financial Institution/s.

(c) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the Financial Institution/s and to enter into this agreement in the manner hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

In pursuance of the said agreement and in consideration of the premises the lessor hereby grant permission to the Lessee to mortgage the demised premises to the Financial Institution/s for the Bonafide purpose of securing the due payment as a co-lateral security of the said loans advanced or to be advanced by the Financial Institution/s to the Lessee (for its project on plot No. A-8 Mahad Industrial Area.) subject to a maximum of Rs. 15.92 Crores in the mortgage. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

- (2) The Lessor the Lessee and the Financial Institution/s further agree that the Financial Institution/s may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject., however to what is stated below, namely :-

in the event of the Financial institutions selling the demised premises or any part thereof or the same sold as aforesaid for realisation of the security, the Financial institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the lessee to the Lessor in respect of the said plot of land at the time of allotment viz premium calculated at the rate of Rs 140/- per square metre provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institution/s in respect of the mortgage debt inclusive of interest commitment charge increase that may occur on account of devaluation/foreign exchange fluctuation escalation, costs charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.

(b) The right of the Financial institution/s to sell the demised premises under such mortgage/s to realise the undischarged debt/s shall be absolute as set out in condition (a) above.

(c) "In the events of sell, the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the Lessor) will not allow any change"

(d) the condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposes upon the Lessee under the said Lease shall pay to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial institution/s or any one or more of them as aforesaid

(e) In the event of the Lessee committing any default or committing breach of any of the covenants and conditions of the said lease and the lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land the Lessor shall give unto the Financial Institution/s at least 6 months notice in writing specifying the default or breach committed by the Lessee and the Lessor shall not exercise its right of re-entry or resumption unless the lessee or the Financial Institution or any of the shall have failed to remedy the same within six months from the date of receipt of the said notice

(f) during the continuance of the said mortgage of the demised premises in favour of the Financial institution/s as security for loan advanced by it to the Lessee hereinbefore recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor PROVIDED the Lessee have such insurance effected in the joint names of the Lessee and the Financial Institution/s

(g) the Lessee shall in case of such mortgage of the demised premises and the building and structures therein or any of them as provided in preceding clause 1 above file complete particulars of that mortgage with the lessor within a period of One Month from the date of such mortgage/s.

3. Subject as aforesaid all the covenants and conditions of the said indenture of Lease shall remain in full force and effect

The block contains three handwritten signatures or initials in dark ink. The first is a stylized signature on the left, followed by a single character '2' in the middle, and another stylized signature on the right.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf Lessee hath caused its Common Seal to be affixed /the Lessee has set his hand hereto and Financial Institution have caused these presents to be executed under the hand of their/its/his authorised representative the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

All that piece or parcel of land known as Plot No. A-13 in the Mahad Indl Area, within the village limits of Kamble Taluka and Registration Sub-District Mahad District and Registration District Raigad containing by admeasurement 1000 square metres or thereabouts and bounded as follows that is to say:-

On or towards the North by Plot No. A-14
On or towards the South by Plot No. A- 12
On or towards the East by Road
On or towards the West by Part of Plot No. A-1

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of the Loans)

Name of the Financial Institution	Amount of the loan agreed to be advance Rs.
1. State Bank of India	Rs. 15.92 Crores.

SIGNED, SEALED AND DELIVERED
by the with in named
SHRI. N. G. MANDE the Regional officer,
for and on behalf on the within named
MAHARASHTRA INDUSTRIAL
DEVELOPMENT CORPORATION
In the presence of :-

1. Mrs A.G. mandape
2. Mr. R.M. Mohite



N. G. Mande
N. G. MANDE
Regional Officer
M. I. D. C. Mahad

a Common Seal of the within named Lessee
M/s. SHREE HARI CHEMICALS EXPORTS LTD.
was pursuant to a Resolution of its Boards of
Directors passed in that behalf on the day of
5th August, 2005 hereunto affixed,
in the presence of:-

1. Shri K. L. Ramulka.

2. _____

Director/Directors of the Company, who in
token of having affixed the Seal of the
company, set his hand/their respective
hands hereto in the presence of:

1. H. P. Ramulka. Ramulka.

2. R. K. Tiwari. R. K. Tiwari.

SIGNED, SEALED AND DELIVERED by
the within named Financial Institution
STATE BANK OF INDIA.

by the hand of

SHRI. S. P. PARKHEDICAR

Its constituted Attorney in the presence of:-

1. G. A. Hailkar by Manager Hailkar.

2. C. G. Namjoshi by Manager Namjoshi.

For Shree Hari Chemicals Export Ltd.

[Signature]
Director.

कृते भारतीय स्टेट बैंक
बॉम्बे रेक्लेमेशन, मुंबई - ३१
For State Bank of India
Backbay Reclamation, Mumbai-21

[Signature]
मुख्य प्रबंधक
Chief Manager

