84/6940 Monday,December 11 ,201	पावती 7	Original/Duplicate नोंदणी के. :39ग
2:22 PM		Regn.:39N
	पावती क्र.: 1045	9 दिनांक: 11/12/201
गावाचे नाव: पाम टेंभी (प्रभाव क्षे	ৰ)	
दस्तऐवजाचा अनुक्रमांक: पलर-6	940-2017	
दस्तऐवजाचा प्रकार : गहाणखत		
सादर करणाऱ्याचे नाव: बैंक ऑफ	बडोदा तर्फे अधिकृत स्वाक्षरीक	र जे.बी. कौशिक .
ŝ	ज्या मोंदणी फी	₹. 30000.0
17 12 ⁷	्र दल्त हाताळणी फी	रु. 2000.0
	🛫 पृष्ठांची संख्या: 100	
	े एकुण: अञ्चलक विकास	ক. 32000.00
आपणास मूळ दस्त , यंबुनेल प्रिंट, र	र्मी-२ अंदाचे	8 8 -
2:26 PM ह्या वेळस मिळेल.		Sub Redigirar Palgha
बाजार मुल्य: रु.0 /-		
मोबदला रु.45000000/-		······
भरलेले मुद्रांक शुल्क : रु. 22500	०/	परत केला

1) देयकाचा प्रकार: By Pay Order रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 3935411 दिनांक: 28/07/2017 बॅकेचे नाव व पत्ता: 2) देयकाचा प्रकार: By Cash रक्कम: रु 2000/-

Index-2(सूची - २)



12/12/2017

सूची क्र.2

दुय्यम निबंधक : दु.नि.पालवर दस्त कमांक : 6940/2017 नोदंगी : Regn:63m

	गावाचे नाव: 1) पाम टेंभी (प्रभाव क्षेत्र)
(1)दिलेखाचा प्रकार	गहाणवत
(2)मोबदला	45000000
(3) बाजारमाव(माडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापत्र,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठापे इतर वर्षन :, इतर माहिती: , इतर माहिती: मौजे पास टेंमी,ता.जि. पालघर,वेथील तारापुर औद्योगिक विभाग,प्लॉट नं. टी 13,क्षेत्र 3824 चौ.मी. व त्यावरील बांधकाम हसेच प्लॉट नं. टी 14,क्षेत्र 10024 चौ.मी. म्हण्जेच एकुण क्षेत्रफळ 13848 चौ. मी. व त्यावरील बांधकामासहितकर्जाची रक्कम रुपये 45000000/-((Plot Number : टी 13 व टी 14 ;))
(5) क्षेत्रफळ	1) 13848 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेम्हा.	कर 61: प्रसा-प्सॉट ने दी

(7) दस्तऐवज करुन देषा-या/सिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनाभा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

(8)दस्तऐ्दञ करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक (10)दस्त नोंदणी केल्याचा दिनांक (11)अनुक्रमांक,खंड व पृष्ठ (12)बाजारभावाप्रमाणे मुद्रांक शुल्क (13)बाजारभावाप्रमाणे नॉदणी शुल्क

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तंपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेदः - :

1): नाज नेतुर्द्ध सियहर्डहस्ट्रिज तुर्फ अधिकृत सहीकते तरेंद्र पंडया -- वय:-61; पत्ता:-प्लॉट ने: टी 14: मुळिहने: - क्वारतीचे नाव: तारापुर एमआयडीती; बोईसर, पालघर, व्यॉक नं: -, रोड नं: -, प्लॉट ने: टी महाराष्ट्र दामे, पिन कोड 401506 पन ने AABCS4522R

2): नाव-मेलर्स सिया इंडस्ट्रिय तर्फ अधिकृत सहीकते नरेंद्र गजानन पंडया - - वय:-61; पत्ता-प्लॉट नं: दी 14, माळा नी:-, इमास्तीचे नाव: वारापुर, एमज्ज्यसीसी, बोईसर, पालघर, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, हाणे. पिन कोड: 401506 पॅन ने AABCS4522R

1): नाव:-बैक अफ सदोडा तर्फे अधिकृत स्वासरीकार जे.बी. कौशिक . वय:-59; पत्ता:-प्सॉट नं: ., माळा नं: तळ मजला, इपारतीचे नाव, लक्ष्मी इन्शुरन्स बिल्डिंग, ब्लॉक नं: फोर्ट, मुंबई , रोड नं: सर पी एम रोड, महाराष्ट्र, मुम्बई, पिन कोड:-400001 पॅन नं:-AAACB1534F

2): नाव:-सेंट्रल बैंक ऑफ इंडिया तर्फे अधिकृत स्वाक्षरीकार टी.व्ही.सुझ्वैया . वय:-56; पत्ता:-प्लॉट नं: , माळा तं: तळ मजला, इमारतीचे नाव: चंद्रमुखी , ब्लॉक नं: नरीमन पॉईट, मुंबई , रोड नं: .,

यहाराष्ट्र, MUMBAI. पिन कोड:-400021 पॅन न:-AAACC2498P 3): नाव:-इंडियन बैंक तर्फे अधिकृत स्वासरीकार सागर गुहा . वय:-51; पत्ता:-प्लॉट नं: 325, माळा नं: पहिला मबला, इमारतीचे नाव: गीताजंनी बिल्डिंग, ब्लॉक नं: विले पारले पुर्व, मुंबई , रोड नं: नेहरु CI1607G रोड, महाराष्ट्र, मुम्बई. पिन कोड:-40



मुल्यांकनाची अववश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

b) When possession is not given

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Type of Payment Registration Fee		PAN No.(If Applicable) AABCS4522R						
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Year 2017-2018 One Time	Amount in Rs.	Premises/Bui						
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0030063301 Registration Fee 30000.00		Area/Locality	ty Palghar					
		Town/City/Di	strict					
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Cheque/DD No.		Bank Date	RBI Date	28/07/2017-10:	58:38	29/07	/2017	
Name of Bank		Bank-Branc	h	BANK OF BAR	ODA			
Name of Branch		Scroll No. ,	Date	1 , 29/07/2017				
					Mobile	No. :	Not	Availa

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Mobie No.: Not Availa NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दूरयम निबंधक छार्यालयाव नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाडी. Signature. Not

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2			Total Defacement Amoun	t	2,55,000.00	

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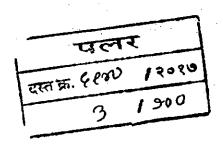
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NOTE:- This challen is valid for document to be registered in Sub Register: পাঁৱেও only, মিনু valid for proceeding of Availat মনু বুজন খলন বুজনে নিয়নে কাৰ্যমোলন নীৰ্বাগ কেওলোজ্য হত্যাখালে নিয়াখালে নাইছেই বা ভবাৰোত্যা কেয়ালেই কৰে বলৰ আদ ৰাইছ-

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Paçê 1/1 trint 0 :1s 28-07-2017 10:59:59 -.....



FURTHER INDENTURE OF MORTGAGE

THIS FURTHER INDENTURE OF MORTGAGE (this "Deed") made at Palghar on this $-\frac{24}{16} \frac{16}{16}$ day of $\frac{AUGUST}{2017}$, 2017

between:

ECRETARY

Asternioad Styrator

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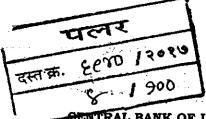
M/S. SEYA INDUSTRIES LIMITED, a Public Limited Company incorporated and registered under the provisions of Companies Act, 1956 with CIN No. L999999MH1990PLC058499 and having its registered office at T-14, MIDC, Tarapur, Boisar, District – Palghar – 401 506 in the State of Maharashtra, through its Director Mr. Ashok G. Rajani and Ms. Mainsha Solanki, Company Secretary duly authorized by the Board of Directors of the Company, hereinafter referred to as the "BORROWER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**.

IN FAVOUR OF



BANK OF BARODA, a Bank, body corporate, constituted by and under the Banking Companies (Acquisition and Transfer of Undertakings) 1970 and having its Head Office at Mandvi, Baroda - 390001, Gujarat State and a branch office amongst other places known as Sir P. M. Road Branch, situated at Laxmi Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai – 400 001 (hereinafter referred to as the "BOB" of the "LEAD BANK", as the case may be, which expression shall, unless it be repugnant to the subject or context thereof include its successors and assigns) of the **SECOND PART**





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AND

CENTRAL BANK OF INDIA, a body corporate, constituted by and under the Banking Companies (Acquisition And Transfer Of Undertaking) Act, 1970, having its Corporate Finance Branch at Chandermukhi, Ground Floor, Nariman Point, Mumbai – 400 021 in the State of Maharashtra (hereinafter referred to as "CBI", which expression shall, unless it be repugnant to the context or meaning thereof deemed to include its indeessors and assigns) of the THIRD PART;

AND

N BANK, a Bank, body corporate, constituted by and under the anking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Corporate Office at PB No: 5555. 254-260. Avvai Shanmugam Salai. Royapettah, Chennai - 600 014 and one of its branch office amongst others known as Vile Parle (E) Branch, situated at 325, Geethanjali Building, 1st Floor, Nehru Road, Vile Parle (E), Mumbai - 400 057 (hereinafter referred to as "IB", which expression shall, unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the FOURTH PART;

(All of which **BOB**, **CBI** and **IB** are hereinafter collectively referred to as the "said **Banks**" or the "Lenders / Mortgagees" or the "BOB **Consortium**", which expression shall, unless it be repugnant to the subject or context thereof, include each of them or any one or more of them as the context may require or admit and their respective successors and assigns);

By consent of all the Parties, Bank of Baroda (BOB) is designated and recognized as the Lead Bank of the BOB Consortium. If the Consortium of Banks is increased or diminished from time to time by adding or dropping of one or more banks or is changed by substitution of one Bank by another during the currency of this Agreement, then the reconstituted consortium will be governed by the provisions of this Indenture as if they have been added or dropped herein as the case may be and the term "BOB Consortium" or "the Lenders / Mortgagees" or "the said Banks"



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<u>WHEREAS:</u>

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A. The Borrower is seized and possessed of and/or otherwise well entitled to leasehold immovable properties being 1) All that piece or parcel of land known as Plot No. T - 13 in Tarapur Industrial Area of MIDC, within the village limits of Pamtembhi and outside the Municipal limits, in rural area, Taluka and Registration Sub-District Palghar, District and Registration District Palghar (earlier Thane), containing by admeasurements 3,824 sq. mtrs. or thereabouts, together with buildings / structures standing thereon. and 2) All that piece or parcel of land known as Plot No. T - 14 in Tarapur Industrial Area of MIDC, within the village limits of Pamtembhi and outside the Municipal limits, in rural area, Taluka and Registration Sub-District Palghar, District and Registration District Palghar (earlier Thane), containing by admeasurements 10,024 sq. mtrs. or thereabouts, together with buildings / structures standing thereon and more particularly described in SECOND SCHEDULE hereunder written (hereinafter referred to as the Immovable Properties / Mortgaged Properties).

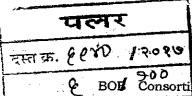
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- B. By and under the Indenture of Mortgage dated 27th June, 2013 executed by the Borrower in favour of the BOB Consortium and registered with the Sub-Registrar of Assurances, Palghar under Sr. No. PLR-5940/2013 (hereinafter referred to as "the said Mortgage"), the Borrower created first pari passu mortgage / charge on the said immovable properties and the movable fixed assets in favour of the member banks of the BOB Consortium to secure the then Working Capital Facilities of Rs. 46.00 Crores and Term Loan of Rs. 48.00 Crores, aggregating to Rs. 94.00 Crores, together with interest, costs, charges and expenses. The Portwics has paid maximum stamp duty of Rs. 10.00 Lacs on the Indenture of Mortgage dated 27.06.2013 as provided under Arter, 40 (Mortgage dated 27.06.2013 as provided under Arter, 40 (Mortgage dated 27.06.2013).
 - C. By and under the Further Indenture of Mortgage dated 071 December, 2016 executed by the Borrower in favour of the the



BOB Consortium and registered with the Sub-Registrar of Assurances, Palghar No. 2 under Sr. No. PLR-2-5184/2016 on 15.12.2016 (hereinafter referred to as "the said Mortgage"), the Borrower created first pari passu mortgage / charge on the said immovable properties and the movable fixed assets in favour of the member banks of the BOB Consortium to secure the then Working Capital Facilities of Rs. 52.00 Crores (increased from Rs. 46.00 Crores to Rs. 52.00 Crores) and Term Loan of Rs. 42.65 Crores (decreased from Rs. 48.00 Crores to Rs. 42.65 Crores), aggregating to Rs. 94.65 Crores, together with interest, costs, charges and expenses. The Borrower has paid stamp duty of Rs. 3,02,500/- on the Further Indenture of Mortgage dated 07.12.2016 as provided under Article 40 (b) of Bombay Stamp Act, 1958.

y and under the Further Indenture of Mortgage dated 07th March, 2017 executed by the Borrower in favour of the BOB Consortium and registered with the Sub-Registrar of Assurances, Palghar No. 2 under Sr. No. PLR-2-1230/2017 on 27.03.2017 (hereinafter referred to as "the said Mortgage"), the Borrower created first pari passu mortgage / charge on the said immovable properties and the movable fixed assets in favour of the member banks of the BOB Consortium to secure the then Working Capital Facilities of Rs. 72.60 Crores (increased from Rs. 52.00 Crores to Rs. 72.60 Crores) and Term Loan of Rs. 30.14 Crores (reduced from Rs. 42.65 Crores to Rs. 30.14 Crores, which included fresh Term Loan of Rs. 9.40 Crores, sanctioned and granted by Indian Bank), aggregating to Rs. 102.74 Crores, together with interest, costs, charges and expenses. The Borrower has paid stamp duty of Rs. 10,02,500/- on the Further Indenture of Mortgage dated 07.03.2017 as provided under Article 40 (b) of Bombay Stamp Act, 1958.

E. At the request of the Borrower, the said Banks have granted/enhanced/reviewed their working capital facilities to the Borrower resulting in grant of additional working capital facilities of Rs. 4.50 Crores to the Borrower thereby increasing the aggregate limit of the Existing Working Capital Facilities from Rs. 72.60 Crores to Rs. 77.10 Crores and Term Loan limits have been reduced to the tune of Rs. 29.11 Crores, thereby the



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aggregating credit facilities sanctioned and granted to/ the Borrower are to the extent of Rs. 106.21 Crores as set out in Part - I of First Schedule (the Existing Working Capital facilities and the additional working capital facilities and Term Loan facilities are hereinafter collectively referred to as the "said Facilities", which expression shall, unless it be repugnant to the subject or context thereof, include each such facility or any one or more of them) and in the proportion as set out against their respective names in the First Schedule to the Third Supplemental Working Capital Consortium Agreement dated _ .2017 entered into by and between the Borrower and the said Banks (hereinafter referred to as the "said Consortium Agreement") and also in Part - I of First Schedule hereunder written, on the terms and conditions contained in their respective Letters of Sanction or any amendments made thereto by the said Banks and the terms and conditions contained in the said Consortium Agreement and such other conditions as may be stipulated by the said Banks from time to time. The limits or sub-limits under the Working Capital Facilities fixed from time to time during the tenure of the Working Capital Consortium Agreement shall be deemed to be the limits or sub-limits of the Working Capital Facilities. The said Letters of Sanction are hereto annexed as annexure "A" to this Further Indenture of Mortgage. The Additional Credit Facilities of Rs. 4.50 Crores sanctioned and granted by the BOB Consortium and covered under this present Further Indenture of Mortgage is more particularly described in Part - II of the First Schedule hereunder written.

- F. The Working Capital Facilities and the Term Loan facilities hereinafter collectively referred to as "the said facilities" expression shall, unless it be repugnant to the subject of thereof, include each such facility or any one or more of them
- F. One of the terms and conditions of the respective Letters of Sanction of the Lenders is that the repayment of the entire principal amount of the said credit facilities aggregating to Rs. 106.21 Crores (Rupees One Hundred and Six Crores and Twenty One Lacs Only) together with all Interest, liquidated



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damages, fees, payable to the Lenders, costs, charges, expenses and other monies and all other amounts stipulated and payable to the Lenders by the Borrower in respect of the said Loan/Facilities shall be secured by :-

a) a first pari passu charge by way of mortgage on the Borrower's leasehold immovable properties being Plot No. T-13 and T-14 situated at Tarapur Industrial Area, within the village limits of Pamtembhi and outside the Municipal limits, in rural area, Taluka and Registration Sub-District Palghar, District and Registration District Palghar together with all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth and more particularly described in the Second Schedule hereunder written.

a First pari passu Charge on the Borrower's plant and machineries and all other entire movable fixed assets, both present and future excluding such movables as may be permitted by the said Lenders from time to time.

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c) a First pari-passu charge on entire current assets of the Borrower.

d) irrevocable and unconditional personal / corporate guarantee of :-

i) Mr. Ashok G. Rajani

ii) M/s. Whiz Enterprise Pvt. Ltd.

For Boya Industries Amitted

The title deeds, evidences, writings in respect of the said immoveable properties described in **SECOND SCHEDULE** shall upon creation of mortgage by executing of this Deed be held and retained by BOB, the party of Second Part for itself and as agent of Lenders/Mortgagees as and by way of Simple Deposit during the currency and subsistence of said loan/facilities. The properties described in the SECOND SCHEDULE, also be hereinafter referred to as "the said Mortgaged Properties/Securities")

G. The Party of the Third Part has vide their Letter of Authority authorized Party of the Second Part (BOB) to execute this Further Indenture of Mortgage also for and on their behalf and do all acts





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deeds as stated therein. The said Letter of Authority is annexed and marked as ANNEXURE to these presents.

H. The aforesaid mortgage, charge and guarantee shall in all respect rank pari – passu inter – se amongst the Lenders (BOB and CBI) without any preference or priority to one over the other.

- I. The Borrower has executed and / or have hereby agreed to execute various security / financing documents as may be required by the Lenders on standalone / consolidated basis from time to time and have agreed to repay the outstanding of the said facilities together with interest, additional / penal interest commission, costs, charges and expenses as mentioned in the Letter/s of Sanction of the Lenders as mentioned aforesaid.
 - Accordingly, at the request of the said Banks, the Borrower has agreed to extend the registered / simple mortgage created earlier in favour of the said Banks over the said immovable properties / assets situated at Tarapur Industrial Area, MIDC, District Palghar in the State of Maharashtra as aforesaid by executing this Indenture, which the Borrower has agreed to do in the manner hereinafter expressed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION AND CONSTRUCTION

1.1 Definitions

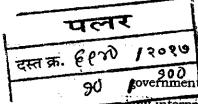
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The capitalized terms in this Indenture (including as essedsin the recitals) shall have the meanings given to them as defined below. In these presents unless there is anything in the subject on contexts inconsistent therewith, the expressions listed below shall have the following meanings

"Applicable Law" shall mean any statute, law, regulation, ordinance rule notification, judgement, order, decree, bye-law, government approval, directive, guidelines, requirement or other





governmental restriction or any decision or determination by, or any interpretation, policy or administration of any of the foregoing, by any government authority having jurisdiction over the matter in question and having force of law, whether in effect of the date of this Agreement or thereafter applicable to the Union of India.

"Event of Default" means an event which is an event of default under the Finance Documents entitling the Lenders to various rights on the occurrence of that event and shall also include the events of default as mentioned herein.



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Mortgaged Properties" shall have the meaning ascribed to it in use 3 of this Indenture.

Consortium Agreement, the Term Loan Agreement, Inter – Se Agreement, Joint Deed of Hypothecation and other Loan Agreements executed by Borrower, the Letters of Sanction issued by the Lenders, the Security documents and such other documents entered / to be entered by the Borrower with the Lenders and all the other documents executed by the Borrower or any third party under/in relation to the secured Debt.

"Indenture" shall mean this Indenture of Mortgage.

"Inter Se Agreement" or "Inter Creditor Agreement" shall mean the agreement entered into or to be entered into amongst the said Banks, inter-alia for coordination of action and sharing the proceeds of enforcement.

"Maximum Lending Rate" shall have the meaning ascribed to it in Clause 11(a) of this Indenture.

"Mortgage Debt" shall mean all the obligations of the Borrower to the Lenders under the Finance Documents, including without limitation all costs, charges, expenses and other monies whatsoever stipulated or payable by the Borrower under this Indenture and / or other Finance Documents.



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hypothecation charge, assignment, lien of any kind, interest in the nature of security or undertaking.

"Security Documents" shall mean and include this Indenture and all the documents executed or obtained in favour of the Lenders and / or delivered or deposited with the said Banks for creation or effecting creation of Security and for perfecting and maintaining the Security.

Further Interest Rate means the default/additional interest rate specified in the Loan Agreements for any default/delay in compliance of any of the terms and conditions as stipulated in the Loan Agreements.

LENDERS shall mean entities/banks and include all such Lenders agreed to granted/ have herein who mentioned various Loan/facilities disburse grant/disbursed/agreed to aggregating to Rs. 106.21 Crores and such other Lenders as may join in lieu of the present Lenders.

Loan Agreements shall mean the respective Sanction Letters / Working Capital Consortium Agreement / Term Loan Agreement, Inter - Se Agreement / Joint Deed of Hypothecation / other the S agreements entered into between the Borrower and the <u>آه</u>ر including any modifications, supplements and any modifications, thereto from time to time.

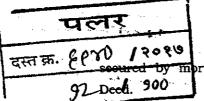
Bank of Baroda Consortium (BOB Consortium) Lenders mean and include Bank of Baroda and Central Bank of India, more particularly described in PART Second and Third.

Mortgage Debt shall mean credit facilities aggregating to Rs. 106.21 Crores together with all interest, additional interest, all fees, premia on prepayment (if any), costs, charges, commission, and expenses and all other monies whatsoever stipulated in or payable together with all other debts and liabilities of the Borrower to the Lenders under the Finance Documents secured/to be









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Mortgaged Properties shall mean any or each of the Mortgaged properties, of the Borrower as more particularly described in **SECOND SCHEDULE** hereunder written expressed to be granted, transferred and charged and all other properties hereby made as specific security for the repayment of the principal amount, interest, liquidated damages and other monies for the time being owing and intended to be secured hereunder in terms of these presents.



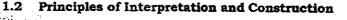
urities shall mean and include the Mortgaged Properties and t other securities offered by the Borrower and/or to secure tragage Debt^{*} from time to time.

This Deed means this Further Indenture of Mortgage and any amendments, modifications, supplements thereto.



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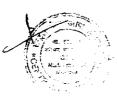
The provisions contained herein shall be read in conjunction with the provisions of the Working Capital Consortium Agreement /Loan Agreement and such other Agreements and to the extent of any inconsistency or repugnancy, the Loan Agreement shall prevail for all purposes and intents; Provided always that all documents shall be interpreted harmoniously with one another so as to effectuate the terms and conditions set out in the respective letters of sanction of the Lenders herein.



In this indenture unless the context otherwise requires:

- i) reference to an Account includes a reference to any sub-account of that Account;
- ii) the singular includes the plural and vice-versa;
- iii) headings and the use of bold typeface shall be ignored in its construction;
- iv) a reference to a clause, Section or Schedule is, unless indicated to the contrary, a reference to a clause or section of or schedule to this Indenture;







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- v) reference to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- vi) the words "other" or otherwise and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- vii) reference to the word "includes" or "including" are to be construed without limitation;
- viii) reference to a person shall include any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and wherever the context so admits and requires such person's heirs, administrators, successors and permitted assignces or transferees;
- all reference to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended supplemented, substituted, novated or assigned from time to time;

the words "herein", "hereto" and "hereunder" refer to this Indenture as a whole and not to the particular Clause in which such word may be used;

words importing a particular gender include all genders; any reference to a public organisation shall be deemed to in a reference to any successor to such public organisation organisation or entity which has taken over the further responsibilities of such public organisation;

xiii) references to "Party" mean a party to this Indentuite a references to "Parties" shall be construed accordingly;

- xiv) references to any law shall include references to such law as it may, after the date of this Indenture, from time to time be amended, supplemented or re-enacted; and
- xv) words and obberviations, which have, well known technical or trade / commercial meanings are used in this Indenture in accordance with such meanings.









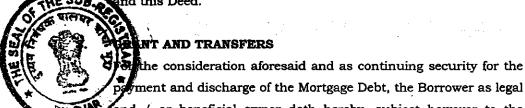
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Pursuant to the Finance Documents and in consideration of the Lenders agreeing to lend and advance the said Facilities to the Borrower under the Finance Documents, the Borrower covenants and agrees with the Lenders that the Borrower shall comply with the terms and conditions of the Finance Documents and shall irrevocably and unconditionally discharge and pay the Mortgage Debt in accordance with the Finance Documents. The Mortgagor shall comply with the terms and conditions of the Loan Agreements executed from time to time and shall repay or pay the Mortgage Debt in accordance with the terms of the said Loan Agreements and this Deed.





Authority

ment and discharge of the Mortgage Debt, the Borrower as legal and / or beneficial owner doth hereby, subject however to the proviso for redemption hereinafter contained: mortgage and charge unto the said Banks by way of Security Interest, all and singular the right, title and interst of the Borrower in respect of the lands, hereditaments and premises / properties more particularly described in Second Schedule hereunder written, together will all structures, buildings, erections, godowns, constructions, fixtures and fittings or every description which are sanding erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments and premises or any part thereof whether presently in existence or that may be erected in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto and all the plant and machinery permanently fastened to the earth or permanently fastened to anything attached to the earth, both







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present and future AND ALL the estate. right, title, inferest, property, claims and demands whatsoever of the Borrower into and upon the same AND ALL insurance contracts, both present and future all rights, claims and benefits to all monies receivable thereunder and the right to receive and apply the proceeds of any insurance, judgements, or settlements made in lieu thereof for damage to the aforesaid properties (the "Mortgaged Properties") TO HAVE AND TO HOLD by way of security all and singular the First Mortgaged Properties unto and to the use of the said Banks absolutely;

Provided that the Security Interest on the Mortgaged Properties hereby created by the Borrower in favour of the said Banks as security for the said Facilities shall in all respect rank pari passu inter se amongst the said Banks without any preference or priority over the other or others.

Provided further that the Borrower has not given possession of the Mortgaged Properties to the said Banks and also has not agreed hereunder to give the possession thereof untill the occurrence of an Event of Default under the Finance Documents.

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TO HAVE AND TO HOLD all and singular the Securities / Mortgaged Properties unto and to the use of the Lenders absolutely and subject to the powers and provisions contained here are subject also to the proviso for redemption as here after mentioned.

4. SECURITY

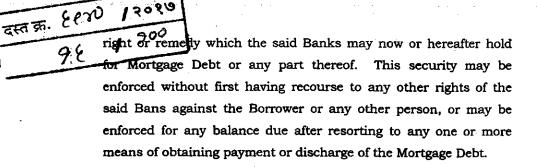
4.1 Continuing Security



The security created by or pursuant to this Indenture on the iscontinuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Borrower or any intermediate payment or settlement of account or other matter or thing whatsoever, and in particular, the intermediate satisfaction by the Borrower of the whole or any part of the Mortgaged Debt in accordance with the Finance Documents, and is in addition and without prejudice, to any other security, lien, indemnity or other







4.2 **Other Security**

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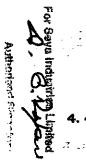
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This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the validity thereof) which the said Banks may now or at any time eafter hold or have (or would apart from this security hold or e) as regards the Borrower or any other Person in respect of ortgage Debt.

Cumulative Powers



The powers which this Indenture confers on the said Banks and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and under the Finance Documents and Security Documents, and may be exercised as often as the said Banks or the Receiver thinks appropriate in accordance with this Indenture. The said Banks or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Mortgagor acknowledges that the respective powers of the said Banks and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Lenders or receiver as may be relevant.



Avoidance of Payments

If any amount paid by the Mortgagor in respect of the Mortgage Debt is avoided or set aside on the dissolution or administration of the Borrower/Mortgagor and/or otherwise, then for the purpose of this Deed such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Borrower or any other claimant by the Lenders.





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4.5 Further Borrowings

The Borrower/Mortgagor shall obtain prior written approval of the Lenders before creation of any charge / mortgage on the Mortgaged Properties herein in connection with further borrowings.

5. Continuing Liability of the Borrower

Notwithstanding the mortgage, charge, assignments and transfer by way of security made or to be made under Clause 3 of this Indenture, the Borrower shall at all times be liable to perform all its obligations to the said Banks under the Finance Documents. Nothing contained herein or in any other Finance Document shall constitute or be deemed to constitute settlement of any obligations of the Borrower under the Finance Documents to the said Banks.

5A. FURTHER ACQUISITION

5A.1 So long as any monies remain due and outstanding under the Finance Documents, the Borrower shall promptly notify the Lenders in writing of all its acquisitions by way of ownership of any new immovable properties.

5A.2 For the consideration aforesaid the Borrower do hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties/Securities as and by way of easement, to pass, repass and have unfettered access at all times, for the purposes stated under the Finance Documents, to the Lenders and their nominees, agents and representatives over the Mortgaged Properties / Securities or any part thereof mortgaged, charged and assigned by these presents in common with all other persons entitled to the rights at all time thereafter in accordance with the terms at this Deed.

6. **PROVISION FOR REDEMPTION**

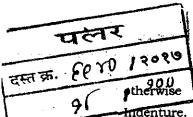
On the Final Settlement Date, the Lenders shall, upon the written a request and at the expense of the Mortgagor, reassign, and release unto the Borrower/Mortgagor or as the Borrower/Mortgagor shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lenders or only such part of the Mortgaged Properties/Securities as constitute the security as have not therefore been sold or



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therwise foreclosed, applied or released pursuant to this indenture. **PROVIDED** that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

7. DECLARATIONS AND WARRANTIES



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7.1 The Borrower acknowledges and accepts that the said Banks have agreed to enter into this Indenture on the basis of and in full reliance of the representations and warranties made herein. The Mortgagor have made the representations and warranties set forth in the Finance Document are incorporated herein by reference and made a part of this Deed as if such representations and warranties were set forth in full herein.

The Borrower further confirms and warrants that:

- i) It is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate actions to authorise the execution, delivery and performance by it of this Indenture.
- This Deed when executed and delivered will constitute legal, valid and binding obligations;
- iii) Neither the execution and delivery by the Borrower of this Indenture, nor the Borrower's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the respective Memorandum of Association and Articles of Association of the Borrower or any Agreement or other document by which the Borrower (or any of its properties) may be bound;

iv) The Mortgaged Properties are free from all mortgage, charge or encumbrance and are not subject to any lis



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pendent, attachement or other process issued by any Court or authority and that all future assets and property of the Borrower which shall be comprised in these presents shall likewise be the unencumbered and absolute property of the Borrower;

The Mortgagor do not have any outstanding lien or obligation to create liens with respect to the interests secured by this Deed and the Finance Documents except as mentioned in these presents;

vi) The Borrower is lawfully possessed of a valid and subsisting title in and to the Mortgaged Properties.

The provisions of this Indenture are effective to create in favour of the said Banks a legal, valid and binding security expressed to be created in Clause 3 on all of the Mortgaged Properties/Securities on which the Borrower purports to grant Security Interest pursuant hereto, and all necessary and appropriate recordings, permission and filings have been made or shall be made in all appropriate public offices, and all other necessary and appropriate action have been taken on will be taken so that this Indenture creates effective security on all right, title, estate and interest of the Borrower in the Mortgaged Properties/Securities and all necessary and appropriate clearances, consents, licences, approvals, permissions and authoritisations required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained.









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The Borrower is not a party to any litigation filed against them or any material claim and that the Borrower is no aware of any facts likely to give rise to such litigation or to material claims against the Borrower;

- ix) The Borrower is not aware of any document, judgement or legal process or other charges affecting the title of the or of any material defect in the or to its title which has remained undisclosed and / or which may prejudicially affect the interest of the said Banks;
 - The Mortgaged Properties are not included in or affected by any of the schemes of the improvement Trust or any other public body or authority or by any alignment widening or connection of road under any scheme of the Government on of any Corporation, Municipal Committee, Gram Panchayat or any local authority;
- xi) No suit is pending in any Court of Law in respect of the comprised in these presents nor has the Borrower been served with any notice for infringing the provisions of the local or central laws or Municipal or any other Act relating to Local bodies or Gram Panchayats under any of the said Acts;

xii) The Borrower has disclosed to the said Banks all material facts relating to their respective properties and assets;

xiii) The Borrower has paid all public demands such as income tax, corporation tax and all other taxes and revenue payable to Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding. The Borrower hereby undertakes to keep the said Banks informed of any







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The Borrower has complied with all legal requirements xiv) and has obtained all consents and approvals required for creation of the security expressed to be created under Clause 3 in favour of the said Banks for security the Mortgage Debt.

Al the representations made and warranties given by the 7.3 Borrower under the Finance Documents unless repugnant to the context hereof, shall be deemed to have been made and given by the Borrower as if specifically incorporated herein.

Covenants and Permitted Use

The Borrower shall observe and perform each of the covenants set forth in the Finance Documents, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

In addition to the covenants set forth in Section 8.1, th 8.2 do hereby further covenant that: -

Enter possession etc. a)

Upon the occurrence and during the continuan Event of Default, then and in any such case, lawful for the representative of any or all of the Lenders to enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in this Indenture and thenceforth the Borrower shall take no action inconsistent with or prejudicial to the right of the said Banks quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever, and upon the taking of such action, the Banks shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and all former and other indemnified of, from and against

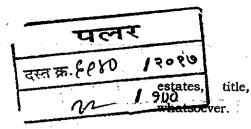


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b) Further assurances

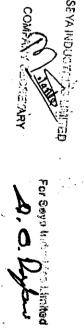
The Borrower and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties/Securities and any future assets that may become comprised in this Indenture or any of them or any part thereof respectively shall and will, from time to time and at all times, at the cost of the Borrower or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties/Securities and any future assets comprised in this Indenture unto and to the use of the Banks on the terms of this Indenture as shall be reasonably required by them.

Payment of all Taxes, Rates, etc.

The Mortgagor shall at all times during the continuance of this Indenture and the security hereby created, duly and punctually pay any imposts, duties, taxes, premium and outgoings which become lawfully payable by the Borrower in respect of the Mortgaged Properties/securities or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties/securities from becoming charged with the payment of any imposts, duties and Taxes payable by the Borrower in priority to the security created hereunder and shall punctually discharge all security which it creates and which by the general law are lawfully payable by the Borrower and would or might come to it in priority to the security created hereunder. If the Borrower fail to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the said Banks may (but are not obligated to) pay such amounts on behalf of the



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d) Maintenance of assets

The Borrower shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties and all plant, machinery, fixtures (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein and all the movable assets in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the said Banks of any notice of defect or warrant of repair given pursuant to paragraph (e) below, repair and make good the same to the satisfaction of the Banks.

e) Inspection, repairs, etc.

The Borrower shall permit the Banks and its representatives, servants and agents either alone or with workmen and others, upon prior notice of three (3) days, from time to time and at all times, to enter into and upon the Mg Properties to inspect the same and if there shall be an of repair thereof or if the Banks in the reasonable considers any other works, matters, or things are tenured it order to preserve their security hereunder, then the Banks shall give notice thereof to the Borrower calling upon Give the Borrower to repair or replace the same. Upon the Borrower's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the said Banks to repair or replace the same or any part hereof at the expense of the Borrower and such amounts shall form a part of the Mortgage Debt.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Banks under this Indenture or otherwise of the said Banks, including the right

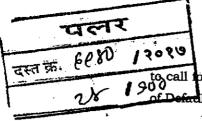












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all for the whole of the Mortgage Debt following an Event

Insurance

The Borrower shall insure and keep insured the in a form and manner satisfactory to the said Banks.

g) Covenants of the Borrower

At its own expense, the Borrower shall keep the Mortgaged Assets at all times in marketable and good condition.

9. SPECIFIC ACTIONS

Without limiting the generality of the assurances and covenants creinabove, the Borrower will promptly upon receiving a request the said Banks -

execute a valid legal mortgage in English form or in such other form as the said Banks shall require, of any freehold or leasehold properties or other interests in immovable property presently or in the future belonging to the Borrower and which is not hereby effectively charged or secured;

(b) execute such documents as may be necessary or, in the opinion of the said Banks expedient to transfer to the said Banks all of the Borrower's right, title and interest in the Mortgaged Properties to enable the said Banks to be registered as the holder, owner or proprietor or otherwise obtain all of the Borrower's right, title and interest to any of the in each case in accordance with the terms of this Indenture; and

(c) otherwise execute all transfers, conveyance, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Banks may reasonably or by normal practice or by Law require, in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of this Indenture.

(d) The Borrower confirms that it shall not be in violation of any of the provisions under the Companies Act, 1956 or any other Law



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including without limitation sections 293 295 and 372 A of Companies Act, 1956 by its entering into this Deed and / o taking the actions as contemplated herein.

10. ADDITIONAL COVENANTS

The Mortgagor shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Borrower as are already contained in the Finance Documents hitherto entered into with the said Banks viz.:

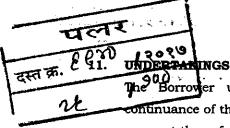
- i) Ensure that the Mortgaged Properties/securities continue to remain the property of the Borrower and at the disposal of the Borrower and that no security Interest whatsoever shall be created or permitted to be created by the Borrower over the save and except to the extent of the mortgages, charges and encumbrances which are expressly permitted to be created under the Finance Documents and Security Documents and as are disclosed to the said Banks.
- ii) Ensure that the Mortgaged Properties/securities mortgaged, charged and assigned hereunder continue to remain the absolute properties of the Borrower and at the disposal of the Borrower.
- iii) Ensure that all the Mortgaged Properties/Securities are duly and effectively insured jointly in the name of the Borrower and the said Banks in accordance with the requirements of the Finance Documents and the names of the said Banks are endorsed as "Beneficiary" / "Loss Payee" on such Operators policies and all renewals thereof and that the operators and stipulations provided for in the Finance Documents internat behalf are duly and effectually observed and performed by the Borrower.
- iv) Ensure that all the Mortgaged Properties/Securities are duly and effectively insured jointly in the name of the Borrower as well as the Lenders as a "Co-insured" in the manner and to the extent required under the Finance Documents and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Borrower







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The Borrover undertakes and agrees that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing, the Borrower shall unless the said Banks otherwise agree:

- a) if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the said Banks, pay to the said Banks, the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purpose of this Indenture be taken to mean the said Banks' maximum lending rate for brking capital facilities prevailing at the time of any such advent by the said Banks, whichever is higher (the "Maximum Lending Rate"), from the date of payment by the said Banks until the date of repayment by the Borrower; and
- b) to deliver to the said Banks or Lead Bank originals of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

12. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence and continuance of an Event of Default the Borrower shall fail to pay to the Lenders the Mortgage Debt or any part thereof in the manner provided herein or in the Finance Document/other documents then and in that event the Mortgaged Properties / Securities hereby granted, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Borrower or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lenders shall be entitled to refuse to accept payment of the Mortgage Debt unless the Borrower or such person or persons shall have given to the Lenders one months' previous notice in writing making an appointment to pay off the Mortgage Debt on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice the Borrower or such Person or



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Persons shall pay to the Lenders in addition to the Mortgage Debt and at the same time a further sum equivalent to one months' interest on the Mortgage Debt at the Further Interest Rate and every failure on the part of the Borrower or such Person or Persons to pay off the Mortgage Debt strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Lenders to enforce various rights as mentioned in the Finance Documents and enforce security created hereunder in terms of provisions contained herein.

13. ENFORCEMENT

13.1 Enforceability of Security

The security created hereunder is for the benefit of the Lenders and shall become enforceable by the Lenders upon the occurrence and continuance of an Event of Default, in accordance with the provisions of Finance Documents. However the Lenders shall have the right to directly initiate proceedings against the Borrower/Mortgagor in accordance with the provisions of SARFAESI Act.

13.2 General Enforcement Powers

At any time after the Security Interest shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Indenture, the said Banks may without prejudice to any other rights it may have the without prior notice to the Borrower:

- a) declare by notice to the Borrower that all or the for the Mortgage Debt to be immediately due and payable or on such dates as the said Banks may specify), where upon they shall become so due and payable;
- b) enter into and upon the Mortgaged Properties / Securities and take possession of the Mortgaged Properties / Securities and any future assets comprised in this Indenture and after the taking of such action the

Indenture and after the taking of such action and Borrower shall take no action inconsistent with or prejudicial to the right of the said Banks quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption

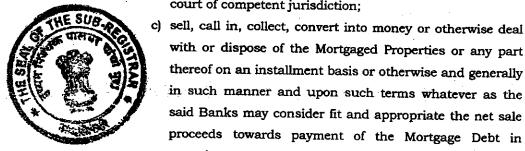






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with or dispose of the Mortgaged Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as the said Banks may consider fit and appropriate the net sale proceeds towards payment of the Mortgage Debt in accordance with the order of appropriation set out in the Finance Documents or as may be otherwise required by



d) Exercise any and all powers which a receiver could exercise hereunder or by Law:

e) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties/securities, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required thereof) and appoint another in place of any receiver, whether such receiver is removed by the said Banks or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

f) operate the banks accounts and appropriate all monies lying therein; and / or

g) take all such other action expressly or impliedly permitted under this Indenture and / or in Law.

13.3 Powers of the Lead Bank

the said Banks:

The Lead Bank, acting for and on behalf of the Lenders, has the authority to and may act upon and enforce the







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provisions of this Indenture or to adopt appropriate remedies 300 in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture and the other Finance Documents in accordance with law.

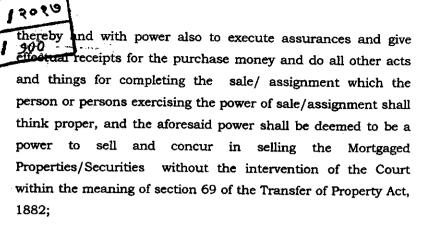
14. EXPENSES

All expenses incurred by the Lenders throughout the continuance of this Deed and all expenses incurred by the Lenders after occurrence and during the continuation of an Event of Default in connection with preservation or protection of the Borrower's assets (whether then or thereafter existing), the protection of the interests of the Lenders, enforcement of Security and collection of amounts due to the Lenders shall be payable by the Borrower and interest as notified by the Lenders within three (3) Business Days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within three (3) Business Days from the date of receipt of notice of demand, the Borrower shall also pay on the defaulted amounts interest at Further Interest Bate from the expiry of three (3) Business Days from the date of three of notice of demand till reimbursement.



NOTWITHSTANDING ANYTHING TO THE CONTRACT HER AND PROVIDED ALWAYS AND IT IS HEREBY ACREED DECLARED as follows:-

a) Upon the occurrence of an Event of Default, it shall be lawful for the said Banks, at any time without any further consent of the Borrower, to sell, assign or concur with any other person in selling, assigning the and any future assets comprised under the present security or any part thereof, either by public auction or private contract, with liberty to make any arrangements as to selling, assigning, recovering or otherwise dealing with the or other matters as the said Banks may deep proper, with power to buy or obtain assignment of the Mortgaged Properties /Securities at any sale and to resell or reassign the at any sale by auction or to rescind or vary any contract for sale and to resell or reassign Mortgaged Properties Securities without being answerable or accountable for any loss or diminution occasioned





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No purchaser or other person dealing with the said Banks and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Sub-clause (a) above of this Clause 15 has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of this Indenture or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

Upon any such sale /assignment as aforesaid the receipt by the said Banks for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

 Nothing contained herein shall affect the powers of the said Banks conferred under the Securitisation and Reconstruction of



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and rights of the said Banks conferred hereunder.

Non-applicability of certain provisions of the Transfer of **16**. Property Act, 1882

16.1 Section 67

The provisions of section 67 of the Transfer of Property Act, 1882, shall not apply to this Indenture, notwithstanding that the said Banks may hold two or more mortgages executed by the Borrower or any one or more of them including this Indenture in respect of which the said Banks may have the right to obtain the same kind of decrees under section 67 of the Transfer of Property Act, 1882 and the said Banks shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

216.2 Continued Possession

It shall be lawful for the Borrower to retain possession of Mortgaged Properties/Securities and the Borrower may use the Mortgaged Properties/Securities and deal with the Mortgaged Properties/Securities in accordance with the Finance Documents (including any disposal expressly permitted and subject to the terms of the Finance Documents) until the said Banks shall be entitled tentake possession thereof under this Indenture and 1 make possession thereof accordingly.

16.3 Section 65A

The Borrower shall while in lawful possession Mortgaged Properties/Securities has no power to make 500leases thereof. save and except in pursuance of the terms of the Finance Documents and the provisions of Section 65A of the Transfer of Property Act, 1882 shall not apply.

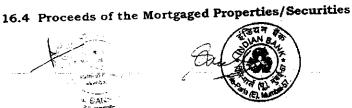


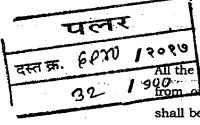
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All the amounts received from time to time by the said Banks 900 in respect of the Mortgaged Properties/Securities shall be distributed to the Banks as specified in the Finance Documents.

17. APPOINTMENT OF RECEIVER

17.1 Appointment



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Subject to any other applicable statutory provisions, the said Banks at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties/Securities or any part thereof one or more Persons entities or any Authorised Officer or Officers of such Person and may remove any receiver so appointed and appoint another in its place. Where more than one receiver is appointed, any reference in this Indenture to a receiver shall apply to all the receivers as appointed and the appointment shall be deemed to be joint and several so that the rights, powers, duties and discretions vested in the receivers may be exercised jointly by all the receivers so appointed as severally by each of them.

17.2 Status, Powers and Remuneration of Receiver: -

a) Appointment of any receiver may be made either before or after the said Banks shall have entered into or taken possession of the Mortgaged Properties;

b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the said Banks set forth herein or under any Law or as the said Banks may think expedient including the following rights, powers and authorities:-

i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties/securities and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower or otherwise as the receiver shall consider fit:



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to manage or carry on or concur in carrying ii)

00 و shall the receiver business of the Borrower as consider fit, in each case, in accordance with the law; to make any arrangement or compromise between the

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- iii) Borrower and any other Person or pay any compensation or incur any obligation which the said Banks or the receiver shall consider fit;
- for the purpose of exercising any of the powers, iv) authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Properties / Securities on such terms (with or without security) as the receiver or the said Banks shall consider fit and so that, with the prior written consent of the said Banks, any such security may be or include a charge on the whole or any part of the Mortgaged Properties /securities pari passu with the security created ranking hereunder;

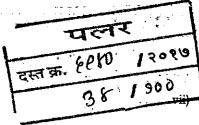
to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the said Banks or the receiver shall consider fit and to carry any such transactions into effect in the name of and got beliaff of the Mortgagor or otherwise;

to make, effect and do all maintenanter repa improvement reconstructions, developments, furnishings, equipment, insurances, alterations of additions to or in respect of the Mortgaged Properties/securities and maintain, renew, take out or increase insurances in the interest of the said Banks for maintaining the value of the Mortgaged













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Properties/securities, in every such case as the said Banks or the receiver shall consider fit;

to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licences necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the said Banks or receiver shall consider fit;

- viii) to redeem any encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the receiver;
- ix) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Properties or any part thereof;
- x) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties/securities or any part thereof as the receiver shall consider fit;
- xi) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation;
- xii) insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Properties/securities against loss or damage by such, risks and contingencies in such manner and in all respects as the said Banks or receiver may deep fit, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- xiii) Promote the formation of companies with a view to purchasing all or any of the undertakings, property, assets and rights of the Borrower or otherwise;





F ইতহও lincluding xiv) to do all such other acts executing / all 900 without limitation, signing and documents and deeds) as may be considered by the said Banks or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Properties/securities;

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- xv) to exercise all such other power and authority as the said Banks shall consider fit to confer and so that the said Banks may in relation to such part of the Mortgaged Properties/securities as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;
- xvi) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Borrower shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate of the said Banks from time to time, and until such repayment, such sums, together with such interest, shall be secured by the Indenture;
- c) Unless otherwise directed by the said Banks such receiver may exercise all the rights, powers, authorities and discretion's herein or by Law vested in the said Banks;

d) Such Receiver shall exercise its powers, authorized and discretion from time to time in accordance instructions made and given by the said Banga

e) Subject to the applicable provisions of late the Banks may from time to time fix the remuneration such Receiver and may direct payment thereof out of the Mortgaged Properties/Securities;

f) The said Banks from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the





Representation Representation of the bound in any case to require any **Sol** such security;

The said Banks shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Borrower shall or shall not be in liquidation;



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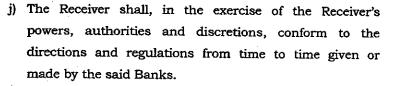
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 h) All the powers, provisions and trusts contained in section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Clause;

Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for such receiver's acts and defaults and for his misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration; and



PROTECTION OF THE SAID BANKS AND RECEIVER: LIMITATION OF LIABILITY

18.1 Limitation of Liability

Neither the said Banks nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretions and trusts that may be vested in the said Banks.

18.2 Not Mortgagee-in-Possession

Without prejudice to the generality of Clause 18.1, the Borrower doth hereby expressly agree with the said Banks that neither the said Banks nor any Receiver appointed as aforesaid shall, by reason of the said Banks or such Receiver entering into or taking possession of the Mortgaged







Properties/securities or any part thereof, be liable to Borrower to account as a mortgagee-in po

COSTS AND EXPENSES 19.

19.1 Mortgagee's Costs and Expenses

The Borrower shall, upon notice from the said Banks pay or reimburse to the said Banks all agreed fees for services performed by the said Banks, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the said Banks or their respective, officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the said Banks under this Indenture and/or any documents or instruments contemplated or in connection with or relating to this Indenture including, without limitation, costs of investigation of title, traveling expenses and legal fee for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture and further covenants and agrees to indemnify the said Lender/s against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or all of them in respect of any matter or thing done or omitted to be done without their willful default or gross negligence as may be finally decided by the Court of competent jurisdiction in respect of relation to the Mortgaged Properties/securities.

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19.2 Legal Fees and Expenses

The Borrower shall pay all legal fees, costs, charges and expenses of the external legal counsel of the said Banks and all such sums incurred or paid by the said Banks in connection with and incidental to or in connection with this Indenture and incurred as well for the assertion or defence of the rights of the said Banks as for the protection and security of the Mortgaged Properties/securities and for the demand, relisation and recovery of the Mortgage Debt shall

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d to the Mortgage Debt respectively and be secured

19.3 Stamp Duty and Other Fees on Execution, Registration, etc.

The Borrower shall, pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to any of the Finance Documents or according to the Law for the time being or at any time in force in the state in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties. Taxes, fees, penalties or other charges payable hereinabove, then the said Banks may pay such amounts on behalf of the Borrower. Any money paid by the said Borrower as aforesaid, shall until payment by the Borrower with interest as hereinabove provided, constitute a part of the Mortgage Debt.

19.4 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the said Banks in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, for payment of any costs, expenses, charges or fees in this Clause shall be for the account of the Borrower and the Borrower undertakes promptly on demand to pay the same or, as the case may be to reimburse the said Banks or its authorised agents, representatives, successors and assignees * for any such monies paid by the said Banks with interest thereon at the Maximum Lending Rate from the date the Borrower receives notice thereof from the said Banks and representatives, successors and assigns until reimbursed by the Borrower and all such sums and costs shall be added to the Mortgage Debt and be secured under this Indenture.





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20. INDEMNITY

The said Banks, every Receiver, attorney, manager agent or other person appointed by the said Banks shall be entitled to be indemnified out of Mortgaged Properties/Securities in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those liabilities and expenses arising out of gross negligence or willful default) on the part of the said Banks or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties/Securities.

21. ATTORNEY

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21.1 Appointment

The Borrower hereby irrevocably appoints each of the said Banks well as each receiver to be appointed under this Indenture to be its attorney or attorneys, and in the name and on behalf of the Borrower to act and execute all deeds and things which the Borrower are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower H-the exercise of all or any of the powers by this Indeptop Law conferred on the said Banks or any received (Ab) by the said Banks and also to execute on being of the Borrower at the cost of the Borrower the powers hereunder or by Law conferred on the said Banks or any receiv appointed by it and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the said Banks or any receiver in that behalf. PROVIDED at any time prior to the occurrence of an Event of Default, the said Banks shall exercise its powers under this Clause only if the Borrower





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21.2 Ratification

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The Mortgagor covenants with the said Banks to ratify and confirm all acts or things made done or executed by any attorney as contemplated by Clause 21.1 hereinabove.

22. **Application** of monies

All monies received by the said Banks or any receiver appointed under this Indenture whether prior to or as a result of the inforcement of the security constituted hereunder shall be held on trust and shall be applied by the said Banks (except as cerwise required by law) in the first place, to reimburse nselves and pay, retain or discharge all the reasonable costs, harges and expenses including those incurred in or about the entry, appointment of receiver, calling in, collection conversion or the exercise of the powers under this Indenture including their and the receiver's remuneration as herein provided and shall apply the balance of the aforesaid monies;

a) Firstly, to the Mortgage Debt that is owed to the said Banks ** whether the same shall be due or not; as per the properties amongst the said Banks as mentioned in Clause 3 hereinabove and

b) Secondly, to pay the remainder of the said proceeds if any to the person or persons, including the Borrower, entitled thereto.



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LIABILITY TO LENDERS FOR DEFICIENCY

The Borrower shall remain liable to the said Banks for any deficiency in recovery of the Mortgage Debt and other moneys payable under this Indenture.

WAIVER

24.1 No Implied waiver or impairment

No delay or omission of the said Banks or any receiver in exercising any right, power or remedy accruing of the said Banks upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof





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or any acquiescence in such default, nor shall the action of inaction of the said Banks or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the said Banks in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the said Banks herein provided are cumulative and not exclusive of any rights or remedies provided by Law or equity or in any of the other Finance Documents or the Security Documents.

24.2 Express Waiver

A waiver or consent granted by the said Banks under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given

25. MISCELLANEOUS

25.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from, time to time between the said Banks and the Borrowas in any discharge or payment in respect of the Mortgage Debt by the Borrower or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason resulting in the above, the said Banks shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

25.2 Amendment

The Borrower and the said Banks may amend or supplement the terms of this Indenture only by agreement in writing.

25.3 Other Remedies

The rights and remedies conferred upon the said Banks under this Indenture:



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a) shal not prejudice any other rights or remedies to which 900 the said Banks may, independently of this Indenture, be entitled; and

b) shall not be prejudiced by any other rights or remedies to which the said Banks may, independently of this Indenture, be entitled, or any collateral or other security (including without limitation, guarantees) now or hereafter held by the said Banks.

25.4 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to any Person other than the said Banks any legal or equitable right, remedy or claim under or in respect of this Indenture, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein or in the Mortgaged Properties/Securities, all of which are, and shall be construed to be, for the sole and exclusive benefit of the said Banks.

25.5 CIBIL Disclosures -

A) The Borrower understand that as a pre-condition, relating to grant of the said Facilities to the Borrower, the said Banks require Borrower's consent for the disclosure of information and date relating to the Borrower, the Facilities availed of by the Borrower, obligations as assumed by the Borrower, in relation thereto and default, and committed in discharge thereof. Accordingly, the approver hereby agrees and gives consent for the

esure by the said Banks of all or any such.

An end data relating to the Borrower and its Directors.

The information or data relating to the Borrowers obligations in any credit facility granted / to be granted, by the said Banks or any other securities or guarantees furnished by the Borrower or any third party or any other facilities granted to the Borrower; and





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- c) default, if any committed by the Borrower, in discharge of of such obligations, as the said Banks may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by the Reserve Bank of India ("RBI")
- B) i) The Borrower declares that the information and data furnished by them to the said Banks from time to time are and shall be true and correct.
 - ii) The Mortgagor hereby further undertakes that-
 - (a) the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by the said Banks in the manner as deemed fit by them; and
 - (b) the Credit Information Bureau (India) Limited and any other agency may furnish consideration, the processed information and data or products thereof prepared by them to banks, financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf."
- C) In case the Borrower commits a default in payment or repayment of any amounts in respect of the said Facilities, the said Banks and / or RBI will have an unqualified right to disclose or publish the details of the default and the names of the Borrower (including their directors) as the case may be, as defaulters, in such manner and through such medium as the said Banks RBI in their absolute discretion may think fits

26. COMMUNICATIONS

i) All notices and other communications provided for Hereinder shall be a) in writing (including telecopier) and b) telecopied of sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and if the Borrower shall be at its address specified in sub-clause iv) below; and if to the said Banks at their address specified in



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LEV sub-clause v), or at such other addresses as is designated by such party in a writing notice.

> All such notices and communications shall be effective (a) if sent by telecopier, on receipt of a confirmation to the correct telecopier number, (b) if sent by person, when delivered, (c) if sent by courier, one business day after deposit with an overnight courier if for inland delivery and five business days after deposit with an international courier if for overseas delivery; and (d) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any notice or communication to the said Banks shall be effective only on actual receipt by the Officer of the said Banks for whose attention the notice of communication has been expressly marked.

An original of each notice and communication sent by telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overeseas delivery) and, if such person of courier service is not available, by registered airmail (or, if of inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with sub-clause (ii)(a) above, without regard to the dispatch of such original.

iv) The address for service of the Borrower shall be:

For the Borrower / Mortgagor

M/s. Seya Industries Limited

T - 13/14, MIDC, Tarapur, Boisar,

Taluka - Palghar, Dist.: Thane Pin - 401 506

Fax: +91-022 26732894

Tel: +91-022 66779569

or such other address and contact number as is designated by the Borrower by not less than five (5) Business Days written ntoice to the said Banks.

v) The address for service of the Banks shall be:

BANK OF BARODA

Sir P. M. Road Branch,

Laxmi Insurance Building,



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Ground Floor, Sir P. M. Road, Fort, Mumbai – 400 001. Fax: +91-022 - 22642074 Tel: +91-022 - 22661609

CENTRAL BANK OF INDIA,

Mid - Corporate Finance Branch Thane Plot No. 383 / 384, 1st Floor, Paradise Heights, Station Road, Thane (West), - 400 601. Tel: +91-022 - 25331766 Fax: +91-022 - 25331772

INDIAN BANK,

Vile Parle (E) Branch, Mumbai 325, Geethanjali Building, 1st Floor, Nehru Road, Vile Parle (E), Mumbai – 400 057. Tel: +91-022 - 26148753 Fax: +91-022 - 26153613



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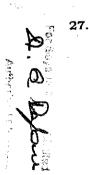
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or such other addresses and contact numbers as is designated by the said Banks by not less than 5 (five) Business Days written notice to the Borrower.

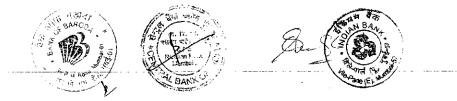


SEVERABILITY

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

28. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with Indian laws.





The courts and Tribunals of competent jurisdiction in Maharashtra shall have non exclusive jurisdiction to try and entertain any dispute between the parties hereto, and / or the said Banks arising out of or relating to this Indenture.

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<u>PART - I OF THE FIRST SCHEDULE ABOVE REFERRED TO</u> (Description of Credit Facilities)

Details of Working Capital Facilities

Sr. No.	Name of Bank	Facility	Existing Limits	Proposed Limits
1.	Bank of Baroda	Cash Credit (Stocks / Book Debts)	28.00	28.00
		Total	28.00	28.00
2.	Central Bank of India	Cash Credit (Stocks / Book Debts)	18.00	22.50
		Letter of Credit / Bank Guarantee	6.00	6.00
		Total	24.00	28.50
3.	Indian Bank	Cash Credit (Stocks / Book Debts)	20.60	20.60
fŏ	G UINT C	Total	20.60	20.60
₹//	Total		72.60	77.10

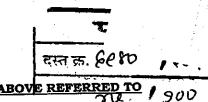
Rupees in Crores

Details of Term Loan Facilities

Sr. No.	Name of Bank	Facility	Existing Limits	Proposed Limits
1.	Bank of Baroda	Term Loan	11.00	11.00
2.	Central Bank of India	Term Loan	09.74	08.71
3.	Indian Bank	Term Loan	09.40	09.40
	Total		30.14	29.11







ADDITIONAL CREDIT FACILITIES NOW SANCTIONED AND GRANTED UNDER THIS INDENTURE OF INDIA CENTRAL BANK OF MORTGAGE

			(Rs. in Crores)
1.	Central Bank of India	Cash Credit (Stocks / Book Debts)	Rs. 4.50

SECOND SCHEDULE REFERRED TO ABOVE (Description of Mortgaged Assets / Immovable Properties)

All that piece or parcel of land known as Plot No. T - 13 in Tarapur A) Industrial Area of MIDC, within the village limits of Pamtembhi and outside the Municipal limits, in rural area, Taluka and Registration Sub-District Palghar, District and Registration District Palghar (earlier Thane), containing by admeasurements 3,824 sq. mtrs. Or thereabouts, together with buildings / structures standing (HE and bounded as follows that is to say:-

UNTED NOT シアイ

On or Towards the North by : Plot No. T - 14, On or towards the South by On or towards the East by : Part of Plot No. T - 14 R/W 20 mtrs. On or towards the West by

: Plot No. T - 12 and R 20 mtr : Plot No. K-58/1, K-58/2





and buildings, godowns erections, the Together with all standing, which are description of every constructions constructed, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted by constructed, erected, standing or attached thereto alongwith all the easement rights including free right of way to approach the said land and all rights to use common areas and facilities and incidental attached thereto, together will all tress, fences, hedges.



ways, sewers, drains, waters, watercourses, aberties, ditches,

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privileges, casements and appurtances whatsoever to the said lands, hereditaments and premises or any part thereof whether presently in existence belonging to or in any way appurtant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor Company in to and upon the same and all fixed plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

All that piece or parcel of land known as Plot No. T - 14 in Tarapur Industrial Area of MIDC, within the village limits of Pamtembhi and outside the Municipal limits, in rural area, Taluka and Registration Sub-District Palghar, District and Registration District Palghar (earlier Thane), containing by admeasurements 10,024 sq. mtrs. or thereabouts, together with buildings / structures standing thereon and bounded as follows that is to say :-

On or Towards the North by: Plot No. K - 56,On or towards the South by: Estate Road,On or towards the East by: Plot No. T - 13,On or towards the West by: Estate Road.

the buildings, erections, and Together with all godowns description constructions of every which are standing. constructed, erected or attached or shall at any time hereafter ring the continuance of the security hereby constituted by tructed, erected, standing or attached thereto alongwith all the Schent rights including free right of way to approach the said and and all rights to use common areas and facilities and incidental attached thereto, together will all tress, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtances whatsoever to the said



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lands, hereditaments and premises or any part thereof whether presently in existence belonging to or in any way appurtant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor Company in to and upon the same and all fixed plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

In witness whereof the Borrower has caused its Common affixed hereunto and the copies hereof on the day and th hereinabove written.

SIGNED SEALED AND DELIVERED BY M/S. SEYA INDUSTRIES LIMITED by the hands of Shri. Ashak G. Kajani its and Director authorised MI- Manisha Solanki Secretary 1 Authorized Representative M/S. SEYA common seal of The INDUSTRIES LIMITED was hereunto affixed pursuant to the resolution passed at the meeting of the Board of Directors held on of hand the Ъv the ASHOK G-Rajan in Shri presence of Shri Narendra G. Pandy

 SIGNED SEALED AND DELIVERED BY the

 within named BANK OF BARODA by an

 authorized
 signatory

 Shri

 J.B. KGUSHIK

 in
 the

 presence of Shri
 More Kalpeth

For Saya Industries Limited 140 8 Autority & Standony SEYA INC CATED aballer 000

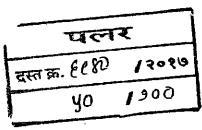


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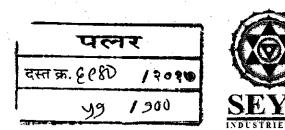
D. C. L

्रिसे खेंदर ऑफ ट.ड्रीप. For Bank Of Barode तर पी. एम. तेड शाखा, मुंबई-400 त्या. टी: P.M. Rosd, Br. Mumbai-400 651.

SIGNED SEALED AND DELIVERED BY the within named CENTRAL BANK OF INDIA कृते सेन्द्रज्ञ ^क ऑफ **इंडिया** by an authorized signatory Shri FOR CENTRAL BASK OF INDIA T.V. Subbarah कारपोरेट वित्त शाखा. न पॉ.मुंबई C.F.B. Nariman Point, Jumbai in the presence of Shri Social-P. Chagky Shur BRadies & SIGNED SEALED AND DELIVERED BY the कृते इंडियन बैंक within named INDIAN BANK For INDIAN BANK by an authorized signatory Shri SAGAR GUHA in the assistant Go presence of Shri विले-पः Vile-Parle Signal P. Klocky D. Shir Bracker Single







CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SEYA INDUSTRIES LIMITED HELD AT 501, GHANSHYAM CHAMBER, B-12, OFF LINK ROAD, ANDHERI (W), MUMBAI 400053 ON TUESDAY, FEBRUARY 14, 2017 AT 4:30 P.M.

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to authorise severally to Mr. Narendra Pandya, Authorised Signatory to register a mortgage in favour of BOB Consortium (Bank of Baroda, Central Bank of India and Indian Bank) with sub registrar's office at Palghar., Maharashtra.

RESOLVED FURTHER THAT Narendra Pandya, Authorised Signatory be and are hereby severally authorized to execute, sign any documents, deed(s), agreement(s) or papers as may be required for registering the said mortgage in favour of BOB Consortium.

RESOLVED FURTHER THAT Mr. Narendra Pandya, Authorised Signatory be and are hereby severally authorised do such deed(s), act(s) and thing(s) as may be necessary to give full effect to the above resolution."

For Seya Industrie Manisha Selanki Company Sectorary Date: August 17 Place: Mumbai

//CERTIFIED TRUE COPY//



CIN : L99993MH1990PLC058499 info@seva.in Sevanl@gmail.com 0091-22-6673294/66779071 0091-22-66732666 \$ % www.seva.in SEYA Industries Ltd.

Boisar (West), 27 Boisar (West), 27 Thane - 401 S06. Maharashtra 502, Ghanshyam Cham B 12 Link Road, Andheri (West), Mumbai - 400 053. Maharashtra INDIA

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A findan Batik VILE PARLE (EAST) BRANCH	2ta 57. 6680 12090
VIEL 7 Article 1997 325, Geethanjali Building, 1 st Floor Nehru Road, Vife Parle (East) MUMBAI 400 057.	Phone: 022 26148753 26146662 Fax: 26153013 900 Email: <u>vileparle@indianbank.co.</u> SWIFT:IDIBINBBVPL Websile: <u>www.indianbank.in</u> Date: 08.11.2016

ZO: MUM: CR/Nov/2016-17

Seya Industries Ltd (SIL) 502, Ghanshyam Chamber, E – 12, Off. Link Road, Andheri (W), Mumbai – 400053

SANCTION NO.: 438/2016-17

Dear Sir,

Subject: Sanction of fresh limits - Seya Industries Ltd

Ref: (1) Your request dated 12th July 2016 and further clarifications, last being received on 11/11/2016;

(2) ZLCC sanction vide their letter ZO: MUM: CR/Nov/2016-17 and No. 438/2016-17 dated 08/11/2016

Anent to the above, we are happy to inform you that ZLCC, at its meeting held on 08/11/2016 has sanctioned OCC limit and Partial takeover of Term Loan from Bank of Baroda as under

Facility	L	mit	Margin	* ROI/ Commission	Period
,	Existing	Proposed			1 year/ On demand
Cash Credit		20.60	25% on stocks and book debts and books debts up to 90 days.	+ 2.75% p.a.,	
TemrLoan	· -	9.40	NA as it is takeover of limits.	1	As per repaymen schedule.

* Our bank's ROI should not be less than Lead bank's ROI.



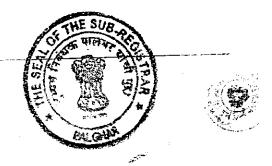
b) <u>S</u>	ecurit	ies:		(Rs. in crs)	
Nature	of	Description	Value as on	Nature of charge	
security				1 st Pari-passu	;
Primary:		Working capital: All the current assets of the company	147,60 as on	· · - ·· /	
		(Present and future) along with other	31.03.2016		
ļ		lenders under Consortium Banking		TIMET	
]		Arrangement.		पलर	<u> </u>
1				CAMD ADA	
]		Term Loan: - Hypothecation of plant and	दस्त का 153.60 (WDV as	6680 1308	
		machineries of the	on 3 .03.16)	43 1900	1
ļ		manufacturing unit located at	- r	43 1900	÷
		T - 13/14, MiDC, Tarapur,			
1		Thane admeasuring 13848			1
		sq ft on 1 st pari-passu basis			
1		along with other term			
		enders. Montgage of existing land	70,99 (MV) as per		1
		and building located at T -		the second s	
Į		13/14, MIDC, Tarapur,			
		Thane on 1 st pari-passu	24/11/2015 as per		
		basis along with other term	Aher valuer		
		lenders.	&engineers.		
			L	<u></u>	!
Collate	ral:	Working Capital: 2 nd pari-passu charge on the residual	value of the factory I	and and building situated	j l
1		at T - 13/14, MIDC, Tarapur, Thane a	long with other work	ing capital lenders.	ł
					1
		Term Loan:			i A i
		2 nd pari-passu charge on all the curre	nt assets of the com	pany (Present and future	2.5
l		along with other term lenders.			
ĺ					

<u>Name(s) of Guarantor(s) with net worth as on:</u>
 Personal Guarantee of the following Director:

 Mr. Ashok G. Rajani (NW as on 25.10.2016 is Rs. 82.43 crore)

Corporate Guarantee of the following 1. Whiz Enterprise Pvt. Ltd (NW of Rs 62.22 clore as on 31/03/2016)

d) Availability of ECGC cover: NA



IFUIB-PCI ECIB-POP SAIT 8880 12080 to for post-shipment. Nil दस्त क्र. e) Specific terms and conditions recommended (Res and post distur of any general terms and conditions sought: As

> Pre-disbursement'conditions: Processing fees @0:30% on the total sum of Rs. 30.00 crore, amounting to Rs 9 (i)-

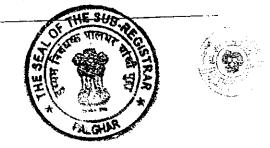
- lakhs. Bank to obtain NOC ceding pari-passu charge on the stock, book debts (Present and (ii) future) and other fixed assets charged to the consortium member banks.
- (iii) Company to provide an undertaking that Mr. Amrit Rajani to be inducted in the Board of Seya Industries Ltd as a Promoter Director and also to provide Personal Guarantee
- (iv) Branch to CA certified Networth statement for Mr Ashok Rajani.
- (v) Branch to obtain satisfactory credit opinion from existing bankers before disbursement of limit.
- (vi) Branch to ensure that our bank's ROI is not less than Lead bank's ROI.

Post-disbursement conditions: ii)

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The following are the post disbursement conditions:

- External credit rating to be renewed on due date. (i)
- Obtaining NOC from the existing lenders ceding similar pari-passu charge on the (ii) properties as mentioned above.
- IFCI submitting confirmation regarding release of Title Deed of the property at Plot (iii) No. D - 14 at Palghar District.
- IFCI being inducted in the consortium (iv)
- QPR statement is to be submitted within 30 days after the completion of quarter (v)
- (vi) QIS I to be submitted 10 days before the quarter starts, QIS II should be submitted within 45 days from the end of the quarter and QIS - 11 should be submitted within 2 months from the end of each half year.
- (vii) Stock Statements should be submitted on or before 10th of every month.
- (viii) The drawing shall be restricted to Drawing power (within the sanctioned limit) arrived at on the basis of paid stocks and eligible outstanding book debts subject to retaining the stipulated margin as approved by the bank. Stocks and book debts up to 90 days are eligible for calculation of DP. Margin is 25% on stock and book debts.
- The raw materials procured on DA basis under the Letter of Credit limit, if any, shall (ix) be shown separately in the stock statements and the same shall not be reckoned for computation of drawing power for Cash Credit limit until such raw materials are fully paid for by the company
- The receivables / book-debts due from associate / group concerns shall not be (x)reckoned for the purpose of computation of drawing power.



- (xi) Stock and Book-Debts statement setting age-wise classification of book debts duly certified by Chartered Accountant shall be submitted on quarterly basis.
- (xii) Inspection to be conducted as per the extant guidelines.
- (xiii) Other terms and conditions as per annexure.
- (xiv) Stock and book debt audit to be conducted on yearly basis. Bank, at its own discretion, may accept Slock Audit Report of other banks under MBA.

Other terms & conditions, if any:

- iii) Close monitoring of the account is necessary in respect to operation of the account (i) and servicing of interest every month is not sufficient.
 - Operations to be allowed strictly as per DP. (ii)
 - Branch to update the periodical status of the account maintained with other member (äi) Banks.
 - Branch to obtain credit opinion from the existing bankers. (iv)

Yours faithfully,

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Asst General Manager

Accepted all terms and conditions. Copy Received

For Seya Industries Ltd (SIL)

Authorized Signatories







बैंक ऑफ़ बड़ौदा 🛛 Bank of Baroda

BOB/SIRPMR/ADV/2016

M/s. Seya Industries Limited Ghanshyam Chambers, B/12, Link Road, Andheri (W). Mumbai- 400 056.

Dear Sir, Re: - Review of Credit Facilities

Date: 19.09.2016 पलर reto दस्त क्र. 12010

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We refer to request for review with increase of credit facilities and are pleased to add that we have reviewed following facilities to you for period of -12- months with effect for

			(Rs in Cron	<u>es)</u>
29.06.2016.	Purpose	Existing	Reviewed by Branch	Inc.(+)/ Dec.(-)
Limits	•	28.60	24.00	-4.80
Term Loan (Original limit Rs.33.60	For expansion project for construction of new factory building and Plant			
crores)	& Machinery	28.00	28.00	0.00
Cash Credit (Hypo. of Stock	For working capital requirement			
& BDs)		56.80	52.00	4.80
		1	0.00	0.00
FB-Total		0.00		0.00
NFB		0.00	0.00	
NF8-Total		56.80	52.00	-4.8
		1		mentioned

Please note the above facilities are subject to terms and conditions mentioned in Total Exposure Annexure-'D' enclosed to this letter.

Please be advised that the above facilities are subject to our Bank's usual proviso that our ricase be advised that the above facilities are subject to our Bank's usual proviso that our advances are repayable on demand and its terms and conditions may be varied at Bank's discretion during currency of our advances.

Kindly advise us acceptance. Please call on us for execution of renewal documents.

The Bank reserves the right to discontinue the facilities and to withhold any disbursement without giving any notice in case of non-compliance / breach of any of the terms and conditions stipulated herein and from time to time as also if the relevant documents of any of the terms any developments or situations wherein, in the opinion of the Bank, its in Structure to the prejudically affected by such continuation or disbursements.

Yours Faithfully, " Na

(P K Sharma) Asst Gen Manager

Encl.: - Annexure-D

Sir P. M. Road Branch: Laxua Insurance Bunkling, Ground Place, Su Placezshah Mehie Road Port P India Laxmi Bidg., Premises: Jol. 91.022 4 303 Section 0 Fax: 91.022 2266 1609 Sheel Chambers Promises: Tel. 91.022 4 340 8700 -206 Fax: 91.022 2204 5063 Booall: segmetibankobaroda.com





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			Reviewed	ниц.			
ature of facility	Existing	truction of Building	24.00	214 8.	_GPS1	᠈᠆᠆ᠨ᠊₹	०१५
erm Loan	28.80	The of Building	and Purchase of	Machinery			
unpose	For cons	struction of Building tote executed by the	he Company unde	its common	șeal.		0
ecurity	• DPr	Note executed by a	Hon Agreement	ļ	ЧU	i yu	10
•	j. ⊂om	posite Hypothecal	tion Agriculture	au			
	• Lett	er of installments v	With acceleration of]
	- Gen	eral undertaking / building: 20% on	Authonity.	a≓ 50% on F	nisc fixed a	ssets and	7
	0511 00	building 20% of	plant & machinery	, 37,50% 011			
Margin	100% a	gainst soft cost. MCLR + strategi		15 55	% n.a with	n monthly	7
	1 Vear	MCLR + strateg	ic premium + 5.	90 1.8. IJ.JJ	14 p		1
Rate of Interest	rosts si	MCLR + strategi ubject to change l	n credit rating of	(ne(0))	L		1
	MCLR	ubject to change l t of our Bank 07	-06-16 for 1 yea	5%1	-		-
		ale Dremuun v					_
Period					ommencing	from -12	
Repayment	-28- 0	uarterly installine s after first disb	nts of rts. 1.20 of	months after	r commen	cement c	N S
Repayment	L month	e atler nist upp	Gigolinadu -				
Pre-payment charg	es 0.50%	p.a. on the term k	Sant annount with	our Bank for	the expansion	sion proje	
ESCROW AC	Comp	any to open Each	notion through the	his account.	ESCROW	charges u	
EGGREGAT	and	any to open ESCF oute all the trans ered from company	v as per extant du	delines		-)
	recov	ared from company	y 03 por energy				
L					(Rs. in e	crores/	
		- 1 the set I limit		Reviewed IIm	<u>it</u>		
Nature of facility		Existing Limit		28.00			
CASH CREDIT		28.00					
(STOCK-BOOK D	EBT)	Land Merelian 1990					
PURPOSE		For Working cap	executed by the	company unde	s it commo	n seai	
SECURITY		8. D. P Hole	Continuing Securit	v			-
		9. Letter or		areement			1
		10. Composi	te Hypothecation	.g			1
		11 CIBIL Un		w for Book C	ebts execut	ted in favo	ur
		12. irrevocat	dertaking ble Power of Attorr to collect Book De	big directly fro	m the Debte	ors	
1		of Bank I	O COLLECT DOOK DE				į
		13. Undertai	king for Book Debt	5	A 134 MC.		
1		14. Various	king for Book Deux undertakings i.e. L	000136, 130			
		25%			12.2	0% 0.3	with
MARGIN		L Vear MCIR	+ strategic pre	nium + 2.6	o i.e. 12	mpany.	l
RATE OF INTE	REST	monthly rests	+ strategic pre- subject to change	in credit ratio	sg or the co		l
		(MCLR of OUT	Subject to change Bank 07-06-16	for 1 year is	.)	1 D. Best 7	
		internation Bri	emium of our Ba	ink is 0.25%	2		

 (Strategic Premium of our Bank is 0.25%)
 12. months subject to annual review
 1. Co. to submit stock statement and Book Debt Statement every month before 10th of succeeding month. Book Statement to be submitted on quarterly basis duly certified by Chartered Accountants. PERIOD PROVISO 5H5-900 ani Insurance Building, Grönnd Floot, Ser Purozstano Mehto Foad Fort P.B.No India Laxuti Bldg., Premises: Tel, 91-022 4340 SrxNoofu Fax: 91-022 2204 1609 Sheet Charobers Prenises: Tel, 91-022 4340 S700 -736 Jax: 91-022 2204 5065 E-mail: sizpanethankodbaroda (200 0

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· · ·	Ø	बैंक औ	<u>ांफ़ बड़ौदा</u>	Banko	of Barol	18		
			Book Debts of mor	e than 120 Days	will not be fin	anced		
		4.	Limits to be allowe	d only subject to	Lesloto stock	0.1 -		
		5. 6	D.P. Shall not be a Firm to certify th transactions and Debts from any of	at Book Debis i no credit facility h	have arisen o has been take	ut of genui n against th	ne Trade ese Book	
					of the assisti	-C-Rojani-	and	
	Corporate Gu	SUBUICE OF MARS	e secured by pers Whiz Enterprises P			पल	र	
	The facilities	are to be collate	rally secured as un wing.	der	स्रस्त क्र.		77	१९७
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Bank of Baroda वैंक ऑफ़ बड़ौदा

in respect of

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7.	Branch to ensure that	our lien	is	noted	will	tne	e competent advicement	
	mortgaged property.						पतर	

- Bank's Charge on assets of the company to be filed with Registrar of Companies as per extant guidelines under the provision of the companies Act, 1956 before disbursement of the companies and the provision of the companies Act, 1956 before disbursement of ELET Strikes Carle Bighen credit limits. A search report to be obtained from the Registric to satisfy that all our charges are registered with them. not to the ort term lunds a
- 9. Company to maintain requisite margin for working capital & s diverted for long term uses.

10. Company should ensure that proportionate turnover is routed through our Bank

- 11, Securities charged to the bank should be adequately insured against fire and such other risks, as may be required by the bank from time to time. The policy should be renewed before expiry date and original policy should be sent to the bank.
- 12. Company to display our Bank's Nameplate at a prominent place in the office/mortgaged property and on hypothecated machinery/vehicle and also at the place of storage of hypothecated/piedged goods.
- 13. Stock Audit to be carried out on annual basis as per the extant guidelines of the Bank through Bank's empanelled C.A. Charges for the same are to be borne by the company as per lead bank terms.
- 14. Company should route all banking transactions exclusively through Consortium bankers and should undertake not to avail credit facilities from any other bank/institution without our prior concurrence.
- 15. The company to submit the statements under the Quarterly Monitoring Report System (QMR)/Quarterly Information System (QIS) within the time stipulated by Bank as

follows	the experiment of quarter
	During last week before the commencement of quarter
8 013-11	Within -6-weeks from the close of quarter (March & Sept.)
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16. Penal interest @ 2% p.a. shall be charged for any of the following defaults / irregularities:

- Non/delayed submission of Stock/Book debts statements; Non/delayed submission of Balance Sheet/Profit and Loss account;
- Non/delayed submission of QIS/QMR statements;
- 索
- Late payment of installment/interest; ÷
- Non compliance of any of the terms and conditions of the sanction. ÷
- 17. The facility is sanctioned for a period of 12 months. Renewal of facility will be subject to satisfactory conduct and performance for which the required information (financial statements, etc) should be submitted by the company -2- months before the due date.

18. Branch to comply the observations of sanctioning authority/CAC observations.

Sir P. M. Royal Branch: Laxini Insurance Building, Ground Phor, Sir Phirozshah Mehta Road Fort P.B.No 1297 Momten 4201100 India Laxini Bidg., Promises: Tel: 91-022 4348 8500-510 Fax: 91-022 2266 1608 Sheel Chambers Prenises: Tel: 91-022 4348 8700 -706 Fax: 91-022 2264 5063 B-mail: sirpmir#bankofbarada.com





Bank of Baroda क नॉफ बडौटा

- Unified service charges (Processing/Documentation commitment charges are to be paid by the company at the from time to time.
- tharges/tropt-end persit) and 2020 the adds prescribed by the bank
- 20. Commitment Fees shall be levied where the average utilization is below 60% of the limit or as indicated in QIS statement. Commitment charges will be accessed or 0.00% p.8. for the unutilized portion (unutilized portion is the difference between the limit or declared utilization as per QIS statement LESS the actual average utilization)
- 21. Proper books of accounts, stock register and records of fixed assets are to be maintained as per bank's requirements and to be made available to the bank during inspection.
- 22. Stocks/ securities are to be inspected as per bank's extant guidelines. Inspection charges for periodical verification will be borne by the company. Immovable properties offered as security to be periodically inspected on annual basis.
- 23. Bank reserves the right to withdraw, modify or amend the terms and conditions of advance and bank would not be bound to disburse full amount of advance in the event of any failure on the part of the borrower in satisfying any of the terms and conditions stipulated.
- 24. The rate of interest, margin and other charges will be subject to change as per RBI's directive/bank's Policy from time to time.
- 25. Bank reserve the right to discontinue the facilities/advance/loans or withhold/stop any disbursement/without assigning any reasons/giving any notice, in case of non-compliance /breach/of any of the terms and conditions stipulated therein and from time to time as also in the relevant documents or any information/ particulars furnished to us found to have incorrect or in case any development or situation wherein in the opinion of the bank its interest will be/is likely to be prejudicially affected by such continuetion or disbursement.
- 26. This senction will be subject to sanction of working capital facilities under consortium arrangement with CBI and formal consortium formation and allocation of limits.

27. All guidelines regarding consortium arrangement are to be scrupulously complied with.

27. Lead Bank charges are to be recovered as per extant guidelines.





Sir P. M. Koad hearch: Lexon lesurance Building, Ground Floor, Sir Phiroxshab Mehta Read Fort P.B.No.1297, Muratas 400 (M)

India. Lasuri 664y., Premisso: Tel. 91-022 43478600-619 Fax: 91-022 2266 1609 Stored Chambers Premises: Tel. 91-022 43478600 -706 Fax: 91-022 2204 5063 G: mail: sirpmt#benkmbaroda.com



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- Enhancement in our existing share of cash credit/ODBD and from As 18.50 crores (p. 6.22 St crores); (Entropylum Byst As 75, 00 erores).
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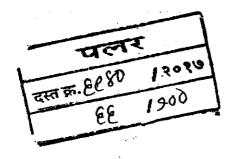
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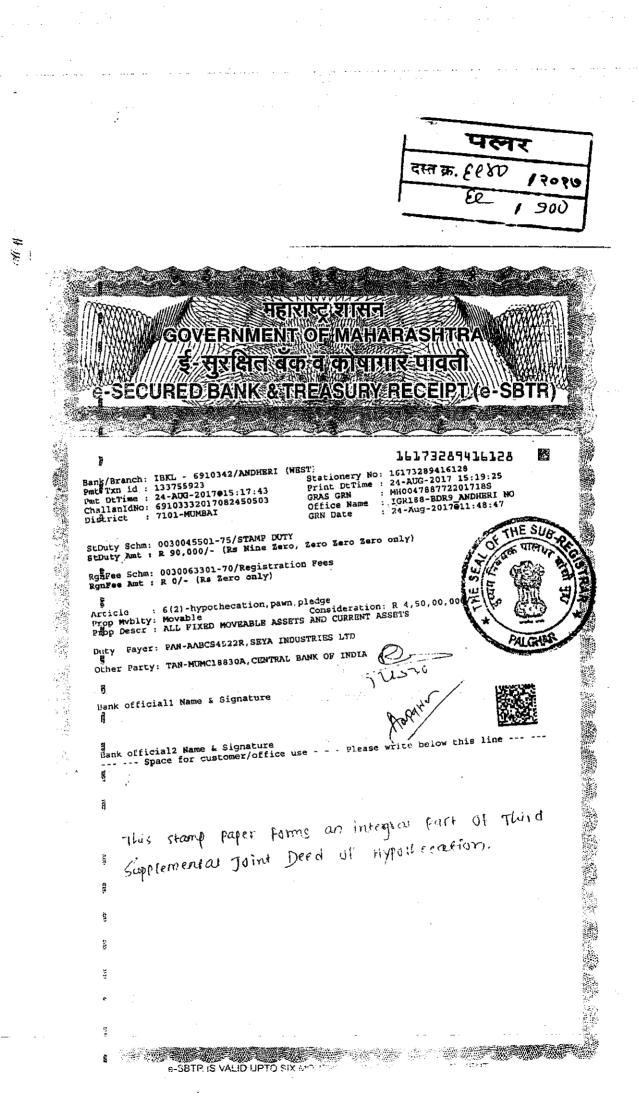


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भारत सरकार mis तेला पंख्या /PERMANENT ACCOUNT NUMBER आदाकर विमाग INCOMETOTOEPARIMENT GOVT. OF INDIA ADIPG9560A TTY NAME SAGAR GUHA SEYA INDUSTRIES LIMITED RICE OF THE FATHER'S NAME SUNKL KUMAR GUHA ميرون التحجير 11/10/1990 www. Rafe /DATE OF BIRTH 10-09-1966 AAB KTORE /SIGNATURE NONETAL WSELF ATTESTED ATTESTED 6F1 Benks COL 3 uca Signature बात क. ६९४० Signature 2020 90Û US: भारत सरकार त्तः विसाम आयकर-विपाय GOVT. OF INDIA الوزنادية INCOME TAX DEPART PIENT V SUDDALAH THUPAKULA J B KAUSHIK SUBBANNA THUPAIGILA SATYA NARAIN KAUSHIK 01/04/1961 19/11/1958 - to Account 4 Ma AANOTA275A AEHPK2612K 3.7#D 5 SELF TTESTED V a sture Signature आयकर विमाग मारत सरकार INCOME TAX DEPARTMENT GOVE OF INDIA NARENDRA GAJANAN PANDYA GAJANAN REVASHANKAR PANDYA 09/10/1956 ormanent Ac AAUPP3916A inter ATTESTED and SELF ATTEST Signature आयकर विमाग मारत सरसार INCOME TAX DEPARTMENT Signature GOVIL OF INDIA SHIVBAHADUR S SINGH SHRIPATI AMREJ SINGH 11/05/1986 maneral A CCOPS7464L Shir Bohans sing 19ture (a ALGN SELF ATTESTED

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Maharashtra Industrial D (A Government Of Ma Tel: (022) 5820703, Fax: 234568 E-mail: rothane1@midcindia.org	Development Construction aharashtra Undertaking) Regional Office, Thanel MID <u>Constructor</u> Region, Office Comple Building, 1 st Floor Near Wagle Estate Octroi Naka. THANE - 400604
Letter No.:MIDC/RO(ROT)/TRP/LMS-1542/ Subject :- TARAPUR IND Plot No. T-13 Creation of morts Read :- Letter Dated 03-P	Date: 07-JUL-2017 L. AREA U JUL 2017 gage/ Charge in respect of Mar-2017 from M/S. SEYA INDUSTRIES LTD.
**** Ci	ONSENT ****
Lease Date : 01st day of April, 2013 Lessee :	
Financial Institution/s. CENTRAL BANK OF INDIA	Rs. 4,50,00,000 /-
	Rs. 4,50,00,000 /-

WHEREAS by an indenture of lease dated 01st day of April, 2013 made between the Maharashtra Industrial Development Corporation(hereafter called " the Corporation") of the One Part and M/S. SEYA INDUSTRIES LTD. of the other part and lodged for Registration in Duplicate with Sub-Registrar of Assurances at PALGHAR under Serial No. PLR-3087/2013 and PLR-3088/2013 on 08th day of April, 2013 the Corporation demise unto M/S. SEYA INDUSTRIES LTD. all that piece of land known as Plot No. T-T-13 in TARAPUR INDL. AREA containing the admeasurements 3824 Sq.Mtrs. or thereabout /s for the term of 95 years commencing from the 1st day of February, 1991 at the rent reserved by and subject to the covenants and conditions contained in the said lease.

AND WHEREAS, in pursuance of sub-clause (v) of clause 2 of the above noted Lease, dated 01st day of April, 2013 executed by the Maharashtra Industrial Development Corporation (hereinafter called the Corporation) in favour of the Lessee/s consent/s was/were granted to the Lessee/s on the 20- May-2013 30-Mar-2016,04-July-2017,to mortgage / charge by the Lessee of the Lessee's maters upder the said Lease in favour of:-

BANK OF BARODA (Rs.39,00,000,000)

CENTRAL BANK OF INDIA (Rs.32,71,00,000)

INDIAN BANK (Rs.30,00,0000)

as security for repayment of the loans of rupees already sanctioned or to be sanction

AND WHEREAS, the Lessee's has/have accordingly obtained/may obtain the Loan of Rs. 106,85,00,000/- already sanctioned against the security of the Lessee's interest under the said Lease out of which loan of Rs. 5,14,00,000 was repaid in respects of CENTRAL BANK OF INDIAN & lone in respect of BANK OF BARODA Rs.39,00,00,000/-, CENTRAL BANK OF INDIAN Rs. 32,71,00,000 & INDIAN BANK Rs 30.00,00,000/-Total Rs. 101,71,00,000 loans are still outstanding

AND WHEREAS, the Lesser is desirous of raising further loan of Rs. 4,50,00,000 /- (Rs. Four Crore Fifty Latin Only 9 from the marginally noted Financial Institution/s on the same security and has applied for permission to use a further mortgage/charge on the same security.

Consent is hereby accorded to the mortgage / charge by the Lessee's of the Lessee's/Lessees' interest under the aforesaid Lease in favour the above noted Financial Institution subject to the following conditions:

(a) The Amount of the loan shall not exceed Rs. 4,50,00,000 /- (Rs. Four Crore Fifty Lakh Only)

(b)This consent hereby granted is restricted for raising loans from Financial Institution. In case the Lessee/Lessees propose(s) to raise any further or other loan on the security of the demised premises from any of the Financial Institutions / Banks or otherwise transfer or assign the same, the subject 10 what is stated in Para 3 hereof, the Lessee/Lessees shall have to make a fresh application for Consent.

"In the event of sale, 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 grantor/lessor) will not allow any change".

(c)That 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 Institutions shall pay to the Corporation the entire amount of uncarned income from the said plot of land (excluding the value of the buildings or structures, plant and machinery erected and installed thereon by the Lessee/s) viz.. the entire excess of the price of land calculated at 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/Lessees to the Corporation in respect of the said plot of land at the time of transfer viz., premium calculated at rate of Rs. 2355 /- per square meter PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of Financial Institution in respect of the mortgage or charge/s so created and the debt/s 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 uncarned income shall be final.

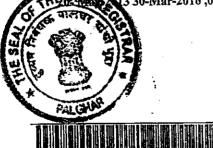
(d) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize the Lessee/s to mortgage only a part of demised premises hereinabove referred to.

. . .

(e) The Lessee and Financial Institution(s) will execute an Agreement with the Corporation in the Prescribed form incorporating the conditions.

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

The Consent hereby granted is in addition to the consent previously granted to the Lessee on the 2013 30-Mar-2016, 04-July-2017.





Page 2 of 3

AND WHEREAS, the Lessee's has/have accordingly obtained/may obtain the 2000 of Rs. 106,85,00,000/- already sanctioned against the security of the Lessee's interest under the said here se out of which loan of Rs. 5,14,00,000 was repaid in respects of CENTRAL BANK OF INDIAN & lone in respect of BANK OF BARODA Rs.39,00,00,000/-, CENTRAL BANK OF INDIAN Rs. 32,71,00,000 & INDIAN BANK Rs 30,00,00,000/-Total Rs. 101,71,00,000 loans are still outstanding

AND WHEREAS, the Lessee is desirous of raising further loan of Rs. 4,50,00,000 /- (Rs. Four Crore Fifty Lakh Only) from the marginally noted Financial Institution/s on the same security and has applied for permission to create a further mortgage/charge on the same security.

Consent is hereby accorded to the mortgage / charge by the Lessee/s of the Lessee's/Lessees' interest under the aforesaid Lease in favour the above noted Financial Institution subject to the following conditions:

(a) The Amount of the loan shall not exceed Rs. 4,50,00,000 /- (Rs. Four Crore Fifty Lakh Only)

(b)This consent hereby granted is restricted for raising loans from Financial Institution. In case the Lessee/Lessees propose(s) to raise any further or other loan on the security of the demised premises from any of the Financial Institutions / Banks or otherwise transfer or assign the same, the subject to what is stated in Para 3 hereof, the Lessee/Lessees shall have to make a fresh application for Consent.

"In the event of sale, 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 grantor/lessor) will not allow any change".

(c)That 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 Institutions shall pay to the Corporation the entire amount of unearned income from the said plot of iand (excluding the value of the buildings or structures, plant and machinery erected and installed thereon by the Lessee/s) viz.. the entire excess of the price of land calculated at 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/Lessees to the Corporation in respect of the said plot of land at the time of transfer viz., premium calculated at rate of Rs. 2355 /- per square meter PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of Financial Institution in respect of the mortgage or charge/s so created and the debt/s 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.

(d) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize the Lessee/s to mortgage only a part of demised premises hereinabove referred to.

(e) The Lessee and Financial Institution(s) will execute an Agreement with the Corporation in the Prescribed form incorporating the conditions.

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



Page 2 of 3

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The Consent hereby granted is in addition to the consent previously granted to the Lessee on the CONSENT 13, 30-Mar 2016 Regional Officer, MIDC, THANE

> M/S. SEYA INDUSTRIES LTD. PLOT NO. T-13, TARAPUR INDUSTRIAL AREA, MIDC, BOISAR, TAL.PALGHAR, DIST-THANE,

Copy Forwards to :-

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CENTRAL BANK OF INDIA. CHANDER MUKHI, GR.FLOOR, NARIMAN POINT, MUMBAI, - 400021







Page 3 of 3

	पलर
Maharashtra Influstrial Deve (A Government Of Maharash Tel: (022) 5820703, Fax: 234568 E-mail: rothane1@midcindia.org	दर्स्त क. Elso / २०१७ elopment Corporation Mino () 900 Regional Office. Thane 1 MIDC, Thane Region, Office Compt Building, 1 st Floor Near Wagle Estat Octroi Naka. THANE - 400604
Sufject :- TARAPUR INDL. A Plot No. T-14	Date: 07-JUL-2017 REA 10 JUL 2017 / Charge in respect of 2017 from M/S. SEYA INDUSTRIES LTD.
Lease Date : 08th day of June , 1993 Read	ENT **** with Tr. Order dated 02/01/2012,
Lessee : M/S. SEYA INDUSTRIES LTD. Financial Institution/s. CENTRAL BANK OF INDIA	Rs. 4,50,000 /-
	Rs. 4, 50,00,000 /-

WHEREAS by an indenture of lease dated 08th day of June, 1993 made between the Maharashtra Industrial Development Corporation(hereafter called " the Corporation") of the One Part and M/S. SRIMAN ORGANIC CHEMICAL INDUSTRIES LTD. of the other part and lodged for Registration in Duplicate with Sub-Registrar of Assurances at BOMBAY under Serial No. BBM-1617/1993 and BBM-1618/1993 on 23rd day of June, 1993 the Corporation demise unto M/S. SRIMAN ORGANIC CHEMICAL INDUSTRIES LTD. all that piece of land known as Plot No. T-T-14 in TARAPUR INDL. AREA containing the admeasurements 10024 Sq.Mtrs. or thereabout /s for the term of 95 yearcommencing from the 1st day of February, 1991 at the rent reserved by and subject to the covenant: and conditions contained in the said lease.

AND WHEREAS, by a letter dated 02nd day of January, 2012, the Corporation has taken a note of change in name of the company i.e. from M/S. SRIMAN ORGANIC CHEMICAL INDUSTRIES LTD. to M/S. SEYA INDUSTRIES LTD. hereinafter called "the Lessee".

AND WHEREAS, In pursuance of sub-clause (w) of clause 2 of the above noted Lease, dated 08th day of June, 1993 executed by the Maharashtra Industrial Development Corporation (hereinafter called the Corporation) in favour of the Lessee/s consent/s was/were granted to the Lessee/s on the 20-May-2013. 30-Mar-2016, 04-Jul-2017 to mortgage / charge by the Lessee of the Lessee's interest under the said Lease in favour of:-

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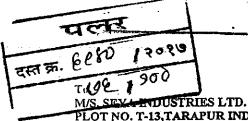
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BANK OF BARODA (Rs.39,00,00,000)

CENTRAL BANK OF INDIA (Rs.32,71,00,000).

INDIAN BANK (Rs.30,00,00,000)

as security for repayment of the loans of rupees already sanctioned or to be sanction



PLOT NO. T-13, TARAPUR INDUSTRIAL AREA, MIDC, BOISAR, TAL.PALGHAR, DIST-THANE.,

Copy Forwards to :-

CENTRAL BANK OF INDIA CHANDER MUKHI, GR.FLOOR, NARIMAN POINT, MUMBAI, - 400021



نجر Regional Officer, MIDC, THANE



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Index-2(सूची - २) सूची क. 15/12/2016 पावाचे नाव : 1) पाम टंजी (1)वित्तेखाचा प्रकार (2)मोवदला (3) बाबारमाव(भाडेपटटयाच्या बावतितपटटाकार आकारणी देवो की पटटेदार ते नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) (5) क्षेत्रफळ (6)आकारणी किंवा जुडी देण्यात असेल तेल्हा. (7) दस्तऐवज करून वेणा-गरोकिहून ठवणा-वा पक्षकाराचे नाव तेवा दिवाणी न्वायालयाचा हुकुमनामा किंवा जदेश असल्यास, प्रतिवादिचे नाव व	दत्त क्रमांक : नोवंणी : Regn:63m (प्रझाव क्षेत्र) (प्रझाव क्षेत्र) टी - 13 ज्याचे क्षेत्र 3824 ची. य क्रम्स् नी - 14 ज्याचे क्षेत्र 1002	दस्त इट. ६ ८ ८१ ८७७ : इ.नि.पालपर-2 5184/2016	Contraction of the local division of the loc
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December 2016 - 2nd Decd तलर 120.80 CHAT THE ELVD त्रती AM 10 900 Original/Duplicate नॉदणी के :39म 10:49 AM 19 Regn.:39M •ालबर-2 पावती क्र.: 6174 दिनांग: 15/12/2016 गावाचे नाय: पाम टेंभी (प्रभाव क्षेत्र) ... रत्तरेभजाचा बनुक्रमांक: पलर2-5184-2016 रस्तऐवजाचा प्रकार : बहाजखत सादर करणाऱ्याचे नाव: ... मेसर्स सेया इंडस्ट्रीच लिभिटेड तर्फे अधिकृत साहिक्तां थी. नरेंद्र प्रचानन पंड्या नॉदपी फी ৰ. 30000.00 ₹. 2120.00 ₹. 32120.00 आपनास मूळ दस्त 🖁 6.R.Paighar2 11:06 AM हार बेळेस TT. T. बाबार मुल्य: २.0 /-मोबदला र.60000000/-भरलेले मुद्रांक शुल्क : रु. 302506 1) देवकाचा प्रकार: eChallan रक्षम: रु.30000/-डीडी/वनादेश/पे ऑर्डर कमांक: MH006725074201617E दिनांक: 14/12/2016 बॅकेचे नाब ब पत्ता: 2) देवकाचा प्रकार: By Cash राष्ट्रम: रु 2120/-परत केला म क्क्षकाराची सही

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¥		सूची क.2	दुप्यम निवंधक : दु.नि.पालघर-2	
	29/03/2017		दस्त क्रमांक : 1230/2017 नोदंगी :	
	• .		Regn: <u>63m</u>	
		गादाधे नाद: 1) पाम टेंझी (प्रभाव क्षेत्र)		र
				2 13080
	(1)विलेखाचा प्रकार	गहामबद	दस्त क्र. ६९४	And the Owner of Concession of Concession of Concession, Name
	(2)मोबदला	30000000	ve	000
	(3) बात्तारभाव(भाडेपटटयाच्या वावतितपटटाकार आंकारणी येतो की	Ũ		
	पटटेदार ते नमुद करावे)			
	(4) भू-मापन,पोटहिस्सा य यरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: तारापूर इंडस्ट्रियल एरिया मधील प्लॉट नं. टी - 13 गहाणखतापा विषय आहे.((Plot Number : T -	ज्याचे क्षेत्र 3824 चा. माटर हा या	यील
	(5) क्षेत्रफल	1) 3824 খাঁ.ফুટ		
	(6)जाकारणी किंवा जुडी देण्यात ससेस तेन्हा.	• .		
$\mathbf{O}_{\mathbf{A}}$	(7) इस्तऐवज करुन देणा-मा/सिट्टन ठेनणा-मा पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुननामा किंवा आदेश असल्यास,प्रतियादिषे नाव य पत्ता.	1): गाव: सिया इंडस्ट्रीज ती. वर्फे सहीकर्ता सुए ऑफिसचा पत्ता - टी - ४३/ 14, एमी. आय. बी. सी टि, MAHARASHTRA, THANE, Non-Gove	तार पर बाइसर,ता.ाज.पालवर,	" CITIZA
	(8)दस्तऐवज करुन घेणा-या पक्षकाराचे	1): नाव: बैंक ऑफ बरोदा तर्फे साहिकर्ता. श्री.	प्रमोद कुमार शर्मा वय:-58, पत्ता:-प	लॉट नं:
	व किंवा दिवाणी न्य/यालयाचा हुकुमनामा किंवा आदेश असल्याज,प्रतिवादिचे नाव व पता	माळा नॉ: , इमारतीचे नाव: ,, स्लॉक नी ऑफिसचा सर पी.एम रोड, फोर्ट, मुंबई, रोड नं: ,, महाराष्ट्र, 2): नाव:, सेंट्रल बेंक ऑफ इंडिया ठफें सहिकती ,, माळा नं: ,, इमारतीचे नाव: ,, स्लॉक नं: ऑफिस (, कॉर्ट) प्राण्यात्वय केंब्र ठाफे (फॉर्ट नं. ३८३/३/	पत्ता-सरुमा इन्शुरन्स । वाल्डग, ०० मुम्बई, पिनकोडः-400001 पॅन श्री. टी. आही. सुभैया वयः-58, पत्ता चा पत्ता-चोटेर मुखी, नरिमन पॉर्ड अ. पहिला मजला, पेरेडाइज हाददर	व नजला , त:- द. मुंबई इ. स्टेशन
		(कापारट कायनात्व अप ठान प्रताल त. ए.स. रोड, ठाणे प ४००६०१) , रोड नं: , महाराष्ट्र, मुम् 3): नाप: इंडियन बेंक तर्फे प्रहिकर्ता. थी. शंका ऑफिसचा पत्ता - ३२५, गीतांजली बिल्डिंग, पहिंग रोड, MAHARASHTRA, MUMBAI, Non-G	बइ, ापन काड:-400021 पन ग श्री रामकृष्णा वय:-42; पत्ता: ना मजला, मेहरु रोड, पु', मुंब <u>ई</u> ,्र	इन्मान
	(9) दस्तऐवज करुन दिल्यावा दिनांक	27/03/2017	Ster	CONTRACTOR
O_{-}	())दस्त नोंदणी केल्याचा दिनांक	29/03/2017	JE a)))))))))))))))))))
	(11)अनुक्रमांक,खंड थ पृष्ठ	1230/2017		₹ 3 8
	(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	1002500		2 /4
	(12)बाजारभावाप्रमाणे नोंदणी शुल्क	30000	A CALL	ALL STATE
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मुल्याकनासाठी विचारात वेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही व द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना नियडलेला अनु**क्छेद** :- :

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b) When possession is not given

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दुख्यम निबंधक, पालघर क. २

March '17 - 3rd Deed चलर 13660 हलक. १९१० 6061 N 542/1230 पावती Original/Duplicate Monday, March 27 मोंदणी के. :39म 6:34 PM Regn.:39M ٢, पावसी कं.: 1494 दिनांक: 27/03/2017 गावाचे नाव: पाम टेंभी (प्रभाव क्षेत्र) दस्तऐवजाचा अनुक्रमांक: पसन्ट-1230-2017 दस्तऐवजाचा प्रकार : बहाचखत सादर करणाऱ्याचे नाव: . . सिया इंडस्ट्रीज सी. तर्फे सहीकर्ता सुरत पी. खडका नॉदमी की ₹. 30000.00 इस्तः हानाळची फी ₹. 2040.00 र् हाली संख्या: 102 एकूब: ₹. 32040.00 आपणास मूळ दस्त , यबनेक प्रिंट सूची 6:52 PM ह्या देळेल भिळेल. दुय्यम निबंधर्व ক, ১ बाजार मुल्ब: **२**.0 /-ँ• मोबदला २.30000000/-भरमेले सुद्रांक शुल्क : रु. 1002500 1) देवकाचा प्रकार: eChallan रक्तम: रु.30000/-डीडी/यनादेश/ये बॉर्डर कमांक: MH009916381201617E दिनांक: 27/03/2017 बैंकेचे नाव व पत्ता: 2) देवकाचा प्रकार: By Cash रक्षम: र हिंदूस्टर पक्षकाराची र PAL G

(1)विलेखाचा प्रकार गहाणखत (2)मोबदला 9400000		दस्त इ. ६९२० /२०१७ दुच्यम निवधनः दु.नि.पालिएरि०० दस्त क्रमांक: 5940/2013 नोदंणी: Regn:63m
02/08/2017 Note:-Generated Through eSearch Module,For original report please contact concern SRO office. गावाचे (1)विलेखाचा प्रकार गहाणखत (2)मोबदला 9400000	सूची क्र.2 नाव : 1) पाम टेंमी (प्र	द्र द्यम निर्वधवर: दु.नि.पालण्ड्रि0 () दस्त क्रमांक : 5940/2013 नोदणी : Regn:63m
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(4) भू-मापन, पोटहिस्सा व 1) पालिवे घरक्रमांक(असल्यास) प्रात्मघर जि	ने जाते जेशील तागपर	इंडस्ट्रीयल एरिया मधील प्लॉट न टी - 13 ज्य
4(Automation and and and and and and and and and an	अ. ठाग येपाल सारापुर भूमे जिया ब फॉर मं टे	र्टी - 14,ज्याचे क्षेत्र 10024 चौ. मिटर हा या
		ot Number : T - 13, T -14;))
(5) क्षेत्रफळ 1) 0 चौ.व	मीटर	
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	*	
(७) दस्तऐवज करून देणा-या/लिहून ।): नाव:	सिया इंडस्ट्रीज लि. तर्फ़ डा	ायरेक्टर श्री. अशोक घनश्याम रजानी वय:-58; पत्ला:-प्त
ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी नं: ., माळ	त नं∙ समारतीचे ताव∙ स्लॉ•	क न, कार्यालयाचा पत्ता - टा - 14,एम, आय्. अ. स
	।ईसर,ता,पालघर,जि. ठाणे. , [;]	रोड नं: ., , . पिन कोड्: 401506 पॅन नं:-AFBPR5891J कंपनी सेक्रेटरी मनिषा बी. सोलंकी वय:-26; पत्सा:-प्लॉट
	ट्रमाग्रतीचे तात ब्लॉक नं:	कार्यालयाचा पत्ता - टा - 14,एम्. आय्. झ. सा
माळा नः तारापुर,बे	,, इनारराष गाव , व्या के विवेश हो , विवेश हो	रोड न: ., , पिन कोड:-401506 पॅन न:-BKWPS3240N
	जेक भॉफ बरोब नर्फ महि	हेकर्ता फिलिप बहे वय:-52; पत्ता:-प्लॉट नं: ., माळा नं: .,
व किंवा दिवाणी न्यायालयाचा हुकुमनामा इमारतीचे	ो नाव: ., ब्लॉक नं: कार्यालया	चा पत्ता - सर पी. एम्. राइ,फ़ाट,मुम्बइ , राड म: ., , 🤊 🖣
किंवा आदेश असल्यास,प्रतिवादिचे नाव कोड: 400	0001 ਖੱਜ ਜੰ:-ABZPB12990	G नर्फ़ डॉ. राकेश मिश्रा वय:-53; पत्ता:-प्लॉट नं: ., माळा नं:
व पत्ता 2): नावः वस्पात्नीर्भ	: संटूल बक आश इंडिया त ो जात: . ब्लॉक नं: सिड कोरप	भोरेट फायनान्स ब्रान्च ठाणे,पेरेडाईस हायटस,स्टेशन रोड
प, रोड ल	i:,,. पिन कोड:-400601	पॅन न:-AWSPM6532B
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(11)अनुक्रमांक,खंड व पृष्ठ 5940/2	2013	
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8/2/2017

मुल्यांकनासार्ठी विचारात घेतलेला गुः ---तपशील:--क्षण्ड - २२ व्यक्त ३ स्ट्

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

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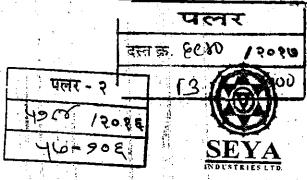
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घत्नर इस्त ऊ. ६९४० /२०१७ (२ / १००)



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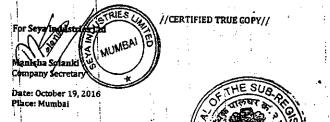


CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SEYA INDUSTRIES LIMITED (THE COMPANY) HELD AT 501, GHANSHYAM CHAMBER, B-12, OFF LINK ROAD, ANDHERI (W), MUMBAI-400053 ON THURSDAY, OCTOBER 6, 2016 AT 4:00 P.M.

*RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to authorise Mr. Narendra Pandya, Authorised Signatory to register a Further Indenture of Mortgage for Rs.94.65 Crores in favour of Bank of Baroda and Central Bank of India with sub registrar soffice at Palghar, Maharashtra.

RESOLVED FURTHER THAT Mr. Narendra Pandya, authorised Signatory be and are hereby authorized to execute, sign any documents, deed(s), agreement(s) or papers as may be required for registering the said mortgage in favour of Bank of Baroda and Central Bank of India.

RESOLVED FURTHER THAT Mr. Narendra Pandya, authorised Signatory be and are hereby authorised do such deed(s), act(s) and thing(s) as may be necessary to give full effect to the above resolution."





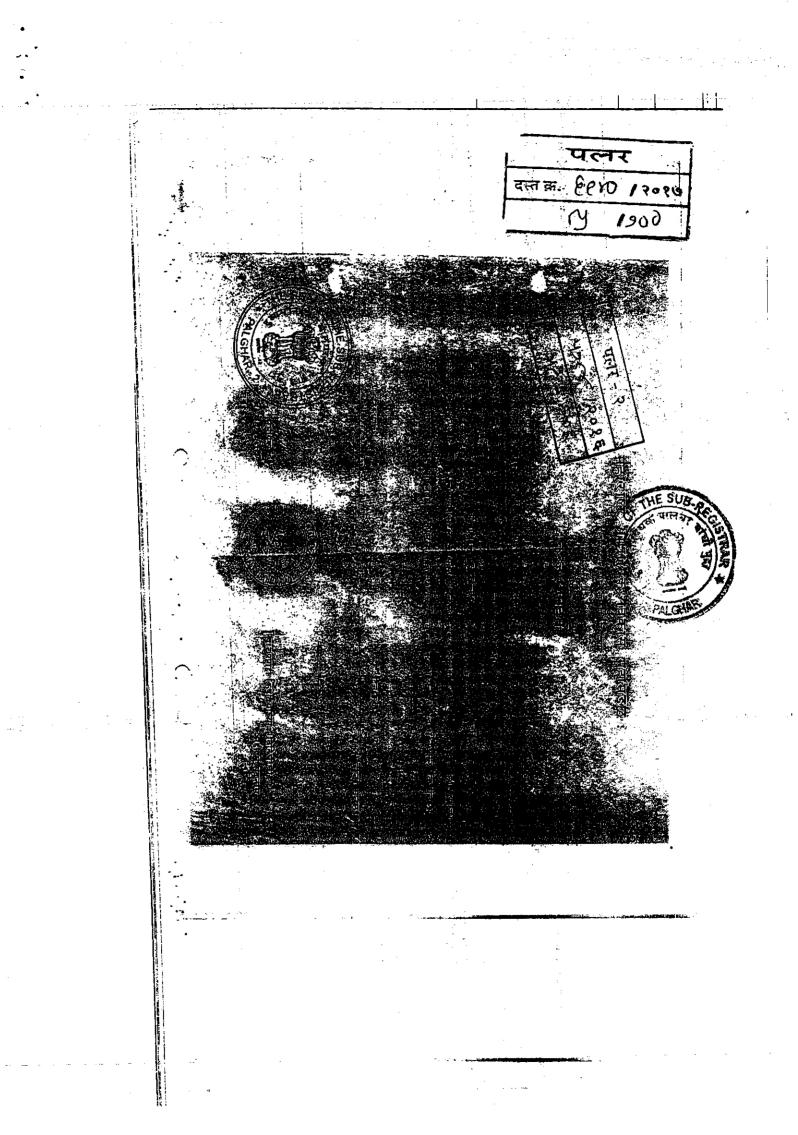
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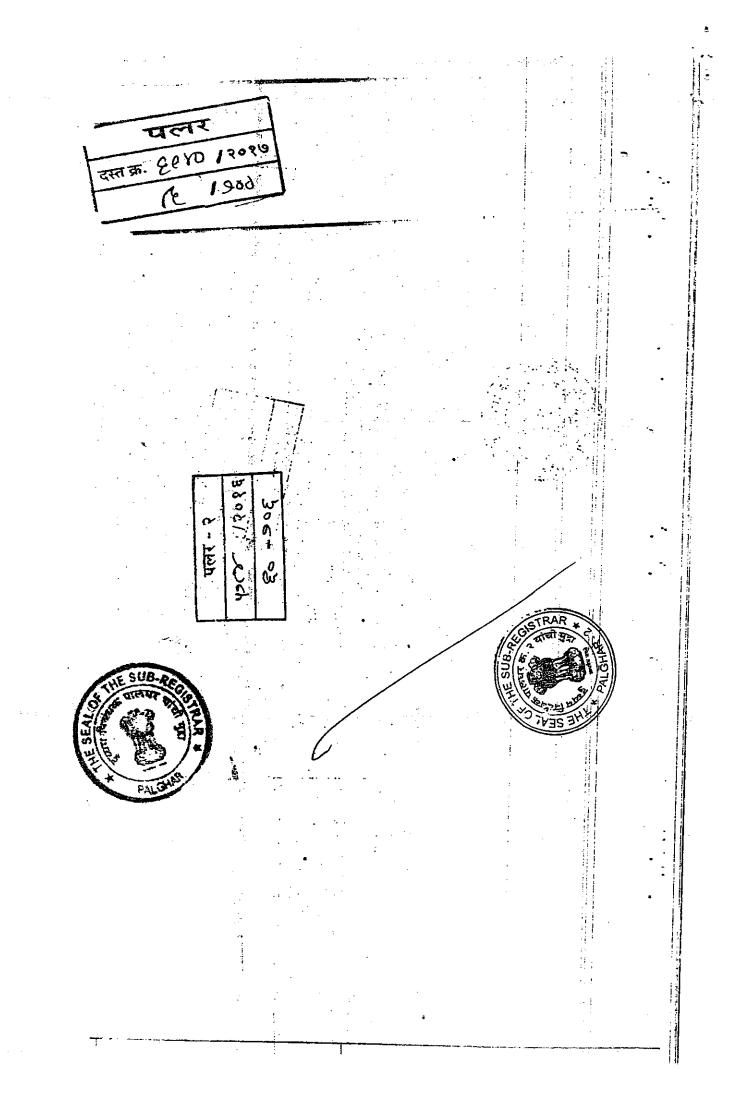
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	ASHTRA INDUSTRIAL DEVELOPMENG (A Government of Maharashita Undertaking		
Regional	Office, MIDC, Office Complex Building, 1 st floor, Opp. Wagle Es Estate, Thane(Wast)-400604	state Octupi Naka, Walge	_ ·
No MIDC/RD/	Sub :- Tarapur Industrial Area	7 MAR 2013	-
Suthan BYTION	Request for grant of consent for transfer of		•
	M/S.Gopi Organics PvLLtd.	पलर - २]
T Main	ORDER 3 420	CV /208E	
Agreemer Licensee	t to Lease dated the 23 rd day of January 1991	१ - ७०१	
M/s. Gopi	Organics Pvt.Ltd.;		*
<u>Transfere</u> M/s. Seya I	es ndustries Limited	le le	INE SUB. O

Corporation in favour of the Licensees, the Corporation in consideration of the stipulation of the Licensees, the Corporation in consideration of the stipulation conditions on the part of the Licensees therein contained, agreed to granted in favour Licensees, a Lease of the above plot of land No.T-13 admeasuring 3824 m² in the manner specific the said Agreement.

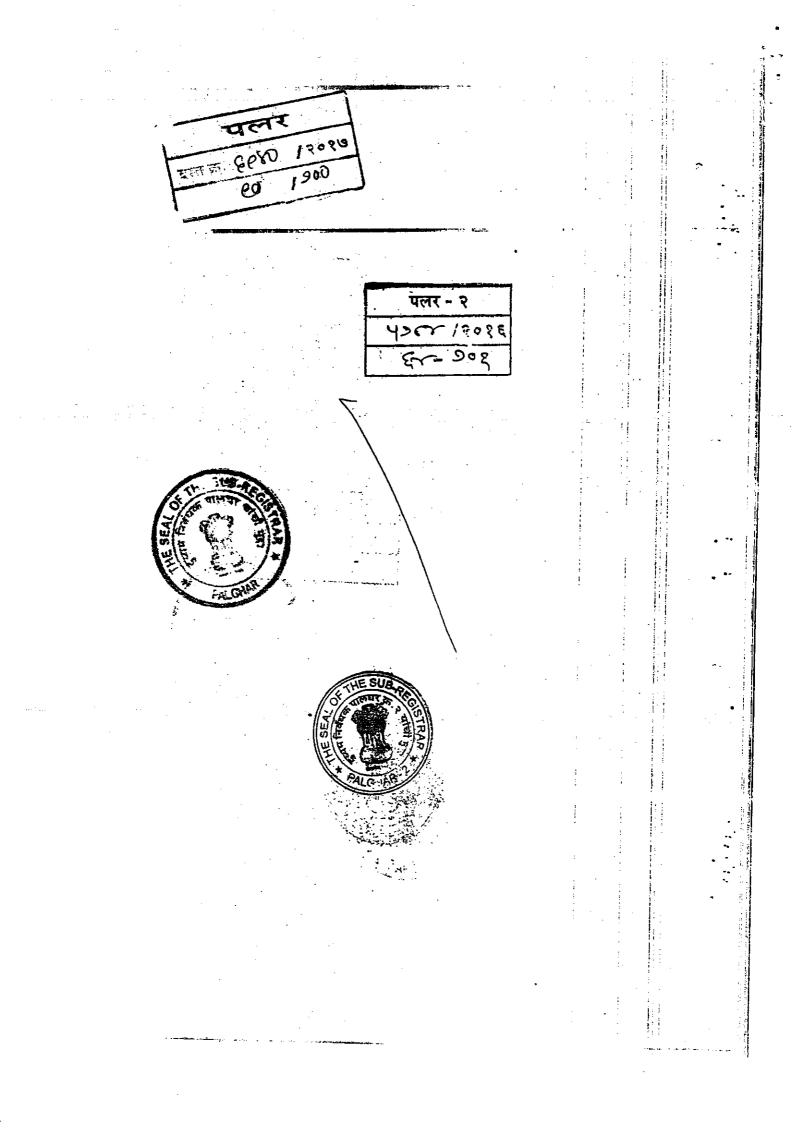
The Licensee in pursuance of Sub-Clause (m) of the Clause 3 of the sald: Agreement, represented to the Corporation for grant to its of a consent for transfer and assignment of its interest under or the benefit of the said Agreement in favour of M/s. Seva Industries Limited (hereinafter called the "Transferee"). The Corporation has after due consideration of the said request of the Licensee's decided to grant its consent to the transfer and assignment of its interest under the said Agreement to Lease in favour of Transferee for the activity of Transferor i.e.Dye Intermediates & Fast Base (No Change of Activity) subject to the following conditions:

a. The Licensee shall pay to the Corporation sum of Rs: 8,62,400/~ (Rupees Eight-Lakhs Sixty Two Thousand Four Hundred Only) towards Differential Premium for Transfer which is paid vide D.R. No.2742 dated 06/03/2013.

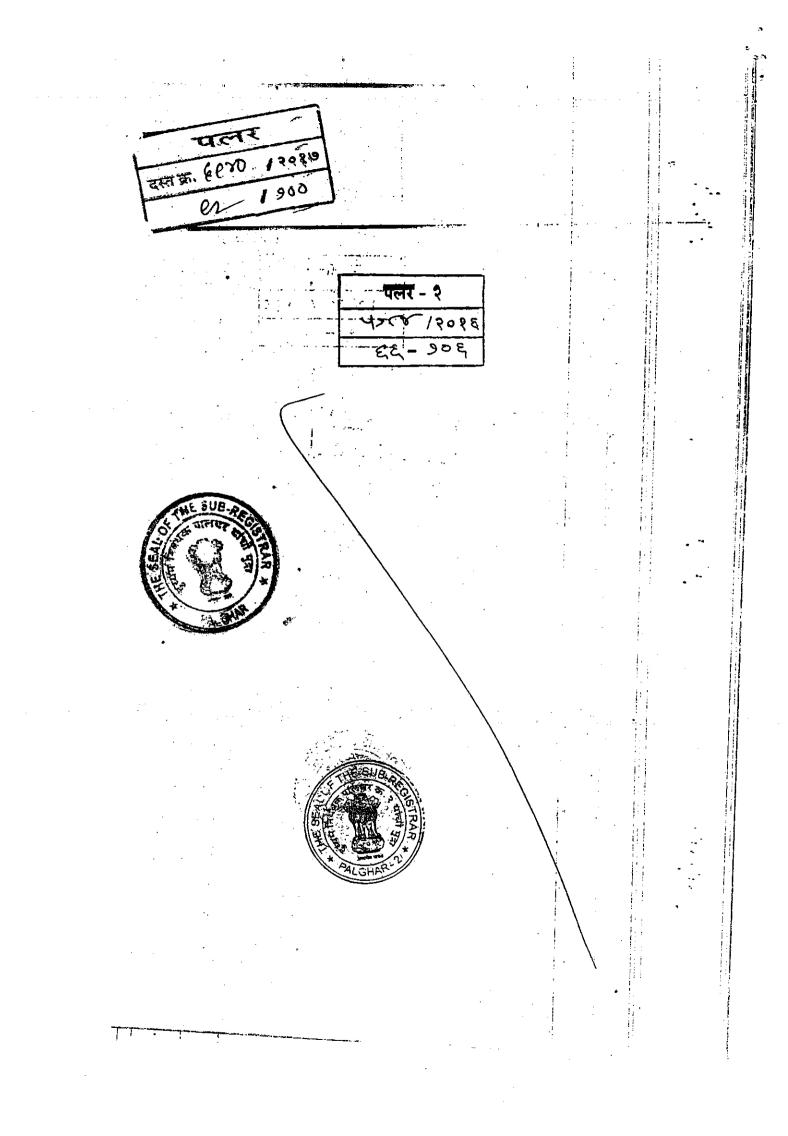
b. The Transferee shall be bound to perform and observe all the stipulations and conditions contained in the said Agreement dated the 23rd day of January 1991, as if the said Agreement has been executed by the Transferee and shall be entitled to the grant of the Lease in its favour of the said plot to land and the ballion of the the completion of the building and works on the said plot of land on the entitled to the grant of the building and works on the said plot of land on the entitled to the said Agreement the Executive Engineer of the Corporation in acceptance and the building and the said Agreement in acceptance and the said agreement the Executive Engineer of the Corporation in acceptance and the said agreement and the said agreement agre

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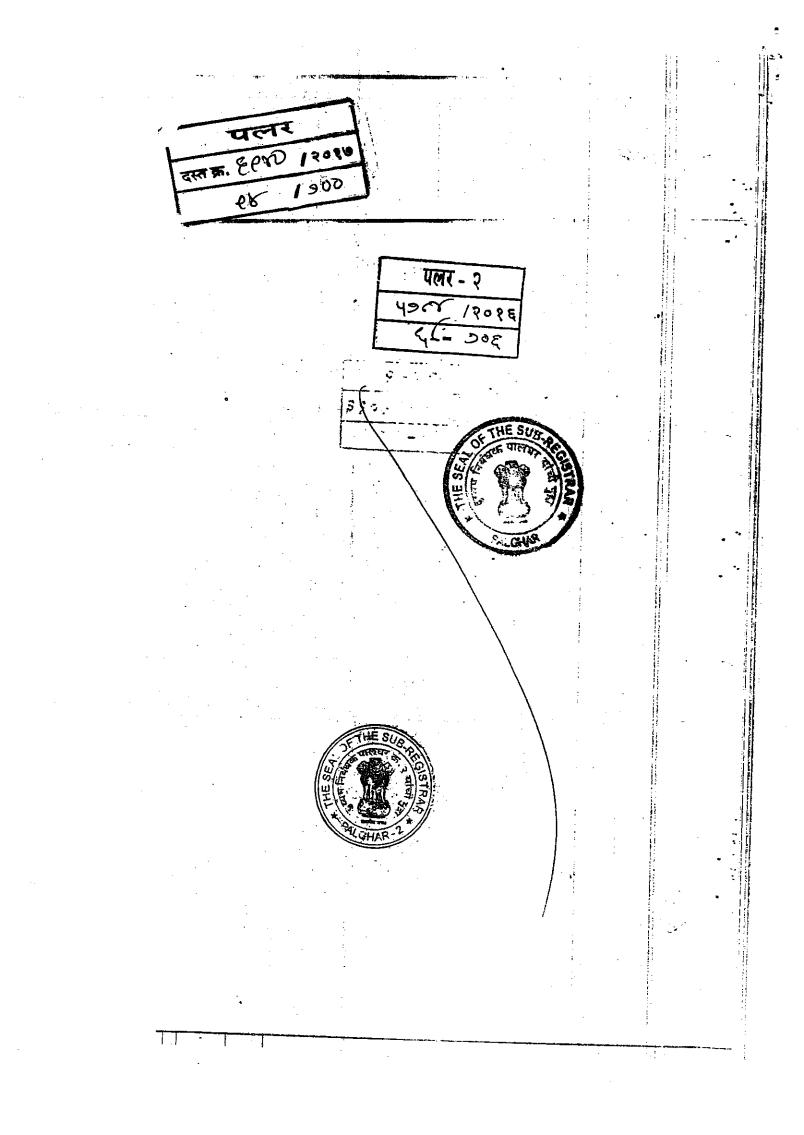
पलर दुस्त क. १९४० / २०१७ such lease to the in the standard form prescribed by the Oprovation and si payment of the yearly rent reserved under the said Agreement 900 This consent is restricted to the transfer and assignment of the mus next in favour the Transferee alone and for the project/s approved/permitted by the Agree Corporation and in case the Transferee propose/s to make any further transfer or assignment or parting wholly or partially with the possession of the said plot of land or any part thereof, the Transferee will not be granted permission unless Lease is executed. d. The Transferee shall obtain & produce consent to establish/operate from M.P.C.B. and NOC ł from Technical Advisor, MIDC, Mumbai prior to commencement of production. Ç. The Transferee shall execute final lease by making the Transferor as confirming party within ٠. Area Manager MIDC, Regional Office, Thane-1 60 days from the date of receipt of this order. Τо, पलर - २ M/s.Gopi-Organics Pvt.Ltd., Plot No.T-13, Tarapur Industrial Area, MIDC, Boisar, Tal.Paighar, Dist.Thane /२०१६ 495 h Copy with compliments to: M/s. Seya Industries Limited 300 ٤z Plot No.T-13, Tarapur Industrial Area, MIDC, Boisar, Ta, Palghar, Dist. Thane 50 Copies submitted to :ji liter The Chief Accounts Officer, MIDC, Mumbai - 400 093, The Gegeral Manager (Legal), MIDC, Mumbai - 400 093, The Technical Advisor, MIDC, Mumbai - 400 093. 1. 2. ŝ 3. 4. The Executive Engineer, MIDC, DN. NO.I, THANE and of шi ith f.w.cs. to : Copy The Deputy Engineer, MIDC, SPA, Drainage Su ۱.

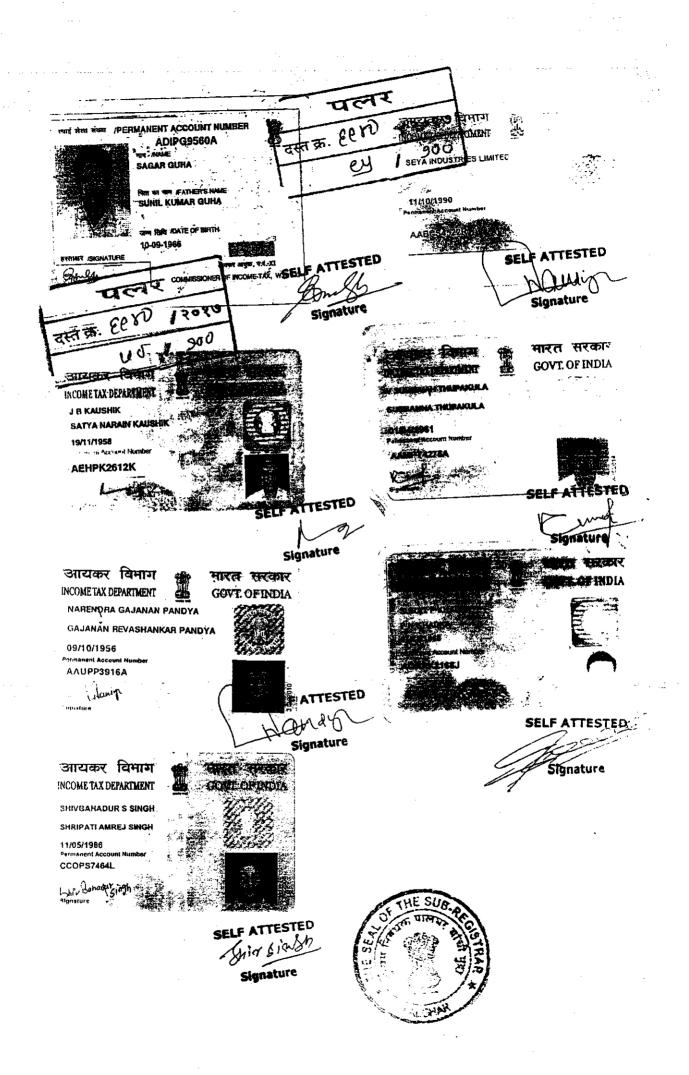


पलर - २ 4900 12088 30 e દ્ર ः महाराष्ट्र औद्योगिक विकास सहामंडळ : पत्नर (महाराष्ट्र शासनाचा उपक्रम . दररा क्र हिश्मि 12420 कब्जा पावती 6001 وح महाराष्ट्र बौद्योगिक विकास महापंडळाच्या वहोते मो आणि भौ/मेससं मार्ग प्रायम प्रायमादा दिरागां भी मार्ग व्या वतीने थो. Ashole 6 KAMAN Ting यांनी आज् भोगोगिक क्षेत्राच्या . जिल्हा मबील 10,024 ~ पीरेंस प्रिप्टेर क्षेत्रफळ असलेला भूखंड ऋमांक-हा त्याची मूखंडाच्या जायेवर प्रत्यक्ष मोलगी व सीमांकन केल्यानंतर, त्याचा कब्बा अनुकमे स्वाधीन केला व पेतला. आहे PERIT: TELAPHIL . दिनांक: २ ४ १९७७ . वांती तारा दिला अंग मड्रांग & ह्युवार 51,, Gamme यांशे तावा घेत्रज्ञा දැ. ද [बाउपप्राही किंबात्त्याच्या प्रतिनिधीची वि. वंचेत, संदी કોર્થા-૪૦૦ ૦૬૨...

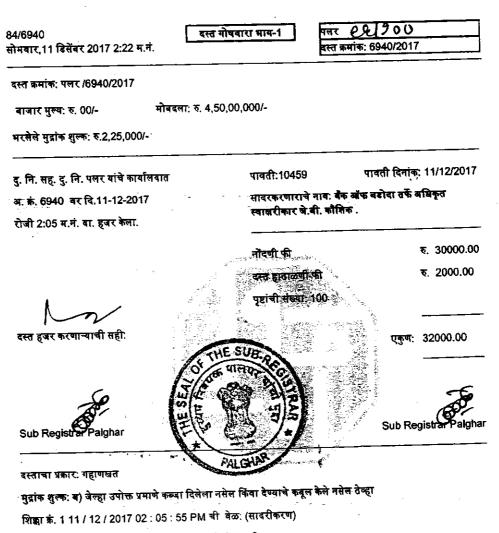


पलर दस्त क. ६९४० 1 20 10 MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION P3 25820703/9539 (a Government of Maharashira Undertaking) Regional Office, MIDC, Office Complex Building, 1* floor, Near Check Naka, Wagle Estate Thane 1900 Date :-No.MIDC/ROT/TRP/T-14/ 09 2. JAN 2012 -То M/s. Sciman Organic Chemical Industries Ltd 710, Dalmai Tower, 211, Nariman Point, Mumbai-400 021. पलर - २ ۲L (० २ ६ 49(Sub :-<u>Tarapur Industrial A</u> Plot No. T-14 ٤ Transfer... Change in Name of the Company Ref:-:-i)Your letter dated 04/11/2011,15/11/2011, 27/12/2011 III 12/2011
 Fresh Certificate of Incorporation consequent on change of name issued by the Deputy Registrar of Companies, Maharashtra, Mumbai on 06/06/2011. Sir, In this connection, it is to inform that the Corporation has taken a note of change in the Name of Company i.e. from M/s. Sriman Organic Chemic S C Industries Limited to M/s. Seya Industries Limited. Thanking You, Yours faithfully Grane Area Manager MIDC, Thans i GAN Copy submitted to the Executive Engineer, MIDC. Division NO. 1 , Thane. Copy to Dy. Engr. Tarapur sub-division, Tarapur for information Regional Office, MIDC, Office Complex Building, 1ª floor, Near Check Naka, Wagle Estate, Thane





Summary1 (GoshwaraBhag-1)



शिक्का कं. 2 11 / 12 / 2017 02 : 06 : 59 PM ची वेळ: (फी)

दस्तएवजासोबत जोडलेले कागदपत्रे, कुलमुखत्यारपत्र व्यक्ती इत्यादी ब्लाक्ट आढव्बूल आल्यास याची संपूर्ण जवाबदारी निष्पादकाची राहील.

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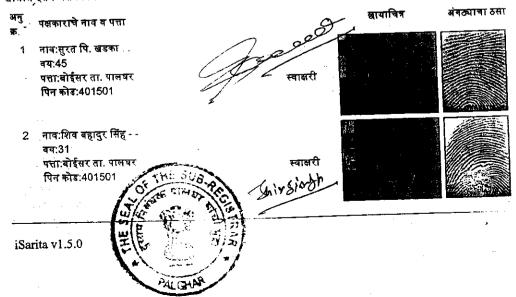
दस्त क्रमांक :पलर/6940/2017 दस्ताचा प्रकार :-गहाणखत

 अनु क्र.		पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
. 1	नाथ:बँक ऑफ बडोदा तर्फे अधिकृत स्वाक्षरीकार जे.दी. कौशिक . पत्ता:प्लॉट नं: ., माळा नं: तळ मजला, इमारतीचे नाव: लक्ष्मी इन्सुरन्स बिल्डिंग, ब्लॉक नं: फोर्ट, मुंबई . रोड नं: सर पी एम रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACB1534F	कर्च देणार वय :-59 स्वाक्षरी:-		
2	नाव:सेंट्रल बॅंक ऑफ इंडिया तर्फे अधिकृत स्वाक्षरीकार टी.व्ही.सुब्वैया . पत्ता:प्लॉट नै: ., माळा नं: तळ मजला, इमारतीचे नाव: चंद्रमुखी , स्लॉक नं: नरीमन पॉईट, मुंबई , रोड नं: ., महाराष्ट्र. MUMBAI.	कर्ज देणार वय:-56 स्वाक्षरी:-	15 7 9	
3	नाव:मेसर्स सिया इंडस्ट्रिज तर्फे अधिकृत सहीकर्ते नरेंद्र पंडया पत्ता:प्लॉट नं: टी 14, माळा नं: -, इमारतीडे भाव: तारापुर एमआयडीसी, बोईसर, पालचर, ब्लॉक नं: रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AABCS4522R	era : 61 Handi LOACHS		
4	माव:मेसर्स सिया इंडस्ट्रिज तर्फे अधिकृत सहीकर्ते नरें गजानन पंडया पत्ता:प्लॉट नं: टी 14, माळा नं: -, इमारतीने नॉर्व तारापुर एमआयडीसी, बोईसर, पालघर, न्नॉक नं:- रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AABCS4522R	रूप वेपार वय :-61 स्वाझरी- रूप		

वरील दस्तऐवज करुन देणार तथाकयीत गहाणखत चा दस्त ऐवज करुन दिल्याने कबुल करतात.

ओळख:-

खालील, इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः **ओळखतात, व त्वांची ओळख पटवि**तात



खालील पक्षकाराची कबुली उपलब्ध नाही. अनु क. पक्षकाराचे नाव व पत्ता पसकाराष नाव द पत्त। इंडियन बँक तर्फ अधिकृत स्वाक्षरीकार सागर गुहा :. प्लॉट नं: 325, माळा नं: पहिला मजला, इमारतीचे नाव: गीताजली बिल्डिंग, ब्लॉक नं: विले पारले पुर्व, मुंबई , 1 रोड न: नेहरू रोड, महाराष्ट्र, मुम्बई. AAACI1607G Sub Registrar Palghar 6940 /2017 Know Your Rights as Registrants 1. Verily Scanned Document for correctness through thumbn on a side) printput att 2. Get print immediately after registration, For feed पलर द्रस्त क्र. १९४० 12020 1900 er प्रमाणित करण्यान येते की लाने आहेत ा दस्तामध्ये एकुण.904 पारसण् •• .•

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दस्ताचा प्रकार :-महाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	ন্ধাযাবিগ	अंगठ्याचा ठसा
۳ <u>ر</u> ۳۰. 1	नाव:इंडियन बॅंक तर्फे अधिकृत स्वाक्षरीकार सागर गुहा . पत्ता:प्लॉट नं: 325, माळा नं: पहिला मखला, इमारतीचे नाव: गीताजेली बिल्डिंग, ब्लॉक नं: विले पारले पुर्व, मुंबई , रोड नं: नेहरु रोड, महाराष्ट्र, मुम्बई पॅन नंबर:AAACI1607G	कर्ज देणार वय :-51 स्वाक्षरी:- Bough		

वरील दस्तऐवज करन देणार तथाकथीत गहाणखत था दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:12 / 12 / 2017 11 : 34 : 01 AM

बोळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐषज करन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु इ.	पक्षकाराचे नाव व पत्ता	a sector and the sector of the	छा याचित्र	अंगठ्याचा ठसा
1	नाव:सुरत पि. खडका वय:45 पत्ता:बोईसर ता. पालघर पिन कोड:401501	A.		
2	नाव:शिव बहादुर सिंह वय:31 पत्ता:बोईसर ता. पालघर पिन कोड:401501	remail minsiage		
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अनु त्र	बैंक ऑफ बडोदा तर्फे अधिकृत स्वाक्षरीकार जे.बी प्लॉट न: ., माळा नं: तळ मजला, इमारतीचे नाव	ै. • • • सक्ष्मी इन्शुरन्स बिल्डिंग, ब	भूम संस्थित के स्थित के स्थान के स्थित के स्थान के स	तिस्तं सार्गीयम् रोड
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2	प्लॉट नं: ., माळा नं: तळ मजला, इमारतीचे ना AAACC2498P	व: चद्रमुखा, ब्लाक न: नराम र गंजरा		
3	प्लॉट तं: टी 14, माळा नं: -, इमारतीचे नाव: त AABCS4522R	गरापुर एमआयडासा, बाइसर न गजानन पंतरण - '-		
4	मेनर सिया इडास्ट्रज तफ आधकृत सहाकत पर प्लॉट न: टी 14, माळा न: -, इमारतीचे नाव: त AABCS4522R	गरापुर एमआयडीसी, बोईसर	, पालघर, ब्लॉक ने	गड न: - महाराष्ट्र, अण.

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गनु क	पक्षकाराचे नाव व पत्ता
	बैंक ऑफ बडोदा तर्फे अधिकृत स्वाक्षरीकार जे.बी. कौशिक :.
I	प्लटि न: ., भाळा नं: तळ मजला, इमारतीचे नाव: लक्ष्मी इन्खुरन्स बिल्डिंग, ब्लॉक नं: फोर्ट, मुंबई , रोड नं: सर पी एम रोड, महाराष्ट्र, मुम्बई.
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	सेंट्रल बैंक ऑफ इंडिया तर्फे अधिकृत स्वासरीकार टी.व्ही.सुब्बैया :.
	प्लाट न: ., माळा नं: तळ मजला, इमारतीचे नाव: चंद्रमुखी , क्लॉक नं: नरीमन पॉईट, मुंबई , रोड नं: ., महाराष्ट्र, MUMBA AAACC2498P
	मेसर्स सिया इंडस्ट्रिज तर्फे अधिकृत सहीकर्ते नरेंद्र पंडया - :-
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	मेसर्स सिया इंबस्ट्रिज तर्फे अधिकृत सहीकर्ते नरेंद्र गजानन पंडवा - :-
	प्लॉट नं: टी 14, माळा नं: -, इमारतीचे नाव: तारापुर एमबायडीसी, बोईसर, पालघर, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. AABCS4522R

शिक्का क्र.4 ची वेळ:12 / 12 / 2017 11 : 35 : 38 AM

शिक्ता ज्ञ.5 ची-चेत्र्या 2 / 12 / 2017 11 : 36 : 02 AM नोंदणी पुस्तक 1 मध्ये Sub Registrar Palghar

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