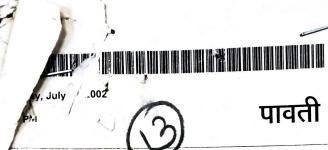
SCHEDULL



Original नोंदणी 39 म. Regn. 39 M

पावती क्र. : 916

दिनांक

10/07/2002

दस्तऐवजाचा अनुक्रमांक

मुरबाड

मरब - 01160 - 2002

दस्ता ऐवजाचा प्रकार

अभिहस्तातंरणपत्र

सादर करणाराचे नाव

मे. ऑमकार काम्प्युटर्स प्रा.लि.तर्फ डायरेक्टर प्रशांत श्रीरंग नारकर

नोंदणी फी

गावाचे नाव

4610.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (11)

एकूण

4830.00

आपणारा हा दस्त अंदाजे 5:28PM ह्या वेळेस मिळेल

दुय्यम निंबधक

मुद्रांक शुल्क :- 18440

PSOOM D

poration

ing)

Rega.Post A.D.

NO. MIDC/ROT/MUR/W-5 (A)/ 18/746

Sub : Shed No. W-5(A) in MURBAD INDL. AREA.

Request for grant of consent for transfer of... Read: Letter dated 19/10/2001 from

SHRI S.L.RAJGARHIA, PROP. OF M/S. INDFAB

ORDER

Lease dated the 18th day of October 2001

SHRI S.L.RAJGARHIA, PROP. OF M/S. INDFAB

Transferee

M/S. OMKAR COMPUTERS PVT. LTD.,

By a above noted Lease executed Industrial Development Corporation in favour of the Lessee the the Maharashtra Corporation in consideration of the stipulations and conditions on the part of the Lessee(s) therein contained, agreed to grant in favour of the Lessee(s) a Lease of above plot of land and the building and corrections erected thereon in the manner specified in the said Lease. The Lessee(s) in pursuance of sub-clause (u) of Clause 2 of the said Lease represented to the Corporation for grant to him/them/it of consent for transfer and assignment of his /their/its of consent for transfer and assignment of his/their/its interest under or the benefit of the said Lease in favour of : M/S. OMKAR COMPUTERS PVT. LTD.,

( hereinatter called "the transferee/s"). The Corporation after due consideration of the said request of the Lessee/s decided to grant its consent to the transfer and assignments of his/their/its interest under the said Agreement subject to the tollowing conditions :-

- (a) The consent hereby granted is subject to the payment to the Corporation by the Lessee/s of the sum of Rs.\*\*\*\*\*\*70.200.00 ( Rupees Seventy Thousand Two Hundred Only,) as and by way of DIFFERENTIAL PREMIUM, paid on 24/10/2001
- (b) The Lessee/s shall deliver at the Lessee's expense a copy of the Deed of Assignment to the Corporation as provided in sub-clause(v) of clause 2 of the said Lease and such copy shall be furnished in duplicate.
- (c) The consent is restricted to the transfer and assignment of the said Lease in favour of the transferee/s alone and in case the transferee/s propose/s to make any further transfer of assignment or parting wholly or partially with the possession of the plot of land or any part thereof the transferee/s will

have to make a tresh application for consent.

(d) The unit will not to be premitted to manufacture printed Circuit Boards.

(P.Y. KULKARNI)
Area Manager
MIDC, Thane

SHRI S.L.RAJGARHIA, PROP. OF M/S. INDFAB 407, ARUN CHAMBERS, TARDEO ROAD, MUMBAI- 400 034.

Copy with compliments to :
M/S. OMKAR COMPUTERS PVT. LTD.,
6, SHREENATH APT. NO.II, R.T. ROAD EXTN.
MULUND (E),
MUMBAI - 400 081.

### Copy with compliments to :

- 1. The Chief Accounts Officer, MIDC, Mumbai 400 093.
- 2. The General Manager (Legal), MIDC, Mumbai 400 093.
- 3. The Technical Advisor, MIDC, Mumbai 400 093.
- 4. The Executive Engineer, MIDC, BARVI DAM DIVISION. A'NATH Copy with f.w.cs. to :
- 1. The Dy Engineer(SPA), DOMBIVALI.

Maharashtra Industrial Development Corporation 0703/9539

(A Government Of Maharashtra Undertaking)

Regd. Post A.D.

2 3 OCT 2001

No. MIDC/ROT/MUR/W-5 (A)/ 3436 Date : 23rd October 2001

10.

SHRI S.L.RAJGARHIA, PROP. OF M/S. INDFAB 407, ARUN CHAMBERS.

TARDED ROAD,

MUMBAI- 400 034.

Sub : Shed No. W-5 (A) in MURBAD INDL, AREA. Transfer/Change in constitution...

Sir/Madam/Gentlemen.

Please refer to your letter dated 19/10/2001.

In this connection, it is to inform you that the Corporation has examined your request and decided to transfer the subject shed in tavour of :

M/S. OMKAR COMPUTERS PVT. LTD.,

6, SHREENATH APT. NO.II. R.T. ROAD EXTN.

MULUND (E),

MUMBAI - 400 081.

Subject to condition that :

You shall pay to the Corporation Rs.\*\*\*\*70.200.00 (a) Seventy Thousand Two Hundred Only. being DIFFERENTIAL PREMIUM.

You are requested to communicate your acceptance to the above conditions and to make the payment as at (a) above by way of Demand Draft drawn in favour of The CHIEF EXECUTIVE OFFICER. MIDC. MUMBAI | and to produce the documents as at Thane above also within 30 days from the date of receipt of this letter. failing which subject matter will be closed without further communication.

Thanking You,

Yours faithfully,

ulcarn. (P.Y. KULKARNI) Area Manager MIDC, Thane

MURBAD

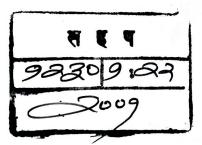
INDUSTRIAL

AREA.

VILLAGE & TAL - MURBAD, DIST-THANE SCALE = 1 cm - 10 mTs.

P . NO . C - 1 P·HO & W-5 (A) 0€ 420.0 m2 40.0 c-1 W-4(A)

SHAHAPUR MURBAD ROAD RIW 60.0M.



SURVEYOR. Regional Office, M I.D.C THANE-400 604.



MIDG, THANE



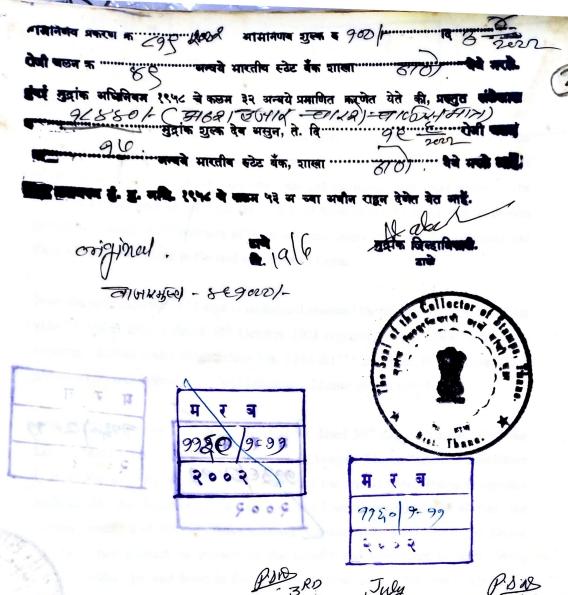
9960

**DEED OF ASSIGNMENT** 

### SHRI S. L. RAJGARHIA PROPRIETOR OF MESSERS INDFAB

TO

MESSRS OMKAR COMPUTERS PVT. LTD



THIS INDENTURE made at Mumbai this 14 day of 14 day of 15 Two Thousand Two between Shree S.L. RAJGARHIA, Age 60 years, Occupation Business Residing at 83, Goolrukh, 2<sup>nd</sup> floor, Worli Sea Face, Mumbai – 400 025 trading in the name and style of M/s. INDFAB and the sole proprietor of the said firm, having his Office at 407, Arun Chembers, Tardeo Road, Mumbai 400034. Here in after called "The Assignor" (Which expression shall unless repugnant to the context or meaning thereof be learn deemed include its successor and assigns) of the one part

#### AND

M/s. OMKAR COMPUTERS PRIVATE LIMITED, a Company registered under the Companies act, 1956 and having its Registers Office at 6, Shreenath Apartment II, L.T. Road Extension, Mulund (E) herein after called "The Assignee" (which expression shall unless repugnant to the context or meaning thereof deemed to include his heirs, executors administrator and assigns) of the other part





WHEREAS by an Indenture of Lease dated the 11<sup>th</sup> day of September 12<sup>th</sup> and expressed to be made between the Maharashtra Industrial Development Colorbration, a corporation constituted under Maharashtra Industrial Development Act, 1 of 1 and having its Principal Office at Orient House, Mangalore Street, Ballard Estate. Bombay 400 038 (therein and hereinafter called 'The Lessor') of the One Part and Shri Mahendra Gaurishankar Oza, Proprietor of Messrs. Kirti Udyog (therein called "The Lessee") of the Other Part and registered in the Office of the Sub-Registrar of Assurances at Bombay under No. R 2328/81 of Book No. 1 on 30<sup>th</sup> November 1981, the Lessor Maharashtra Industrial Development Corporation deed demise unto the Lessee Kirti Udyog All that piece of land being plot No.W-5 (A) of the Industrial Estate set up by the Lessor at Murbad known as Murbad Industrial Estate, situated at Murbad within the registration Sub-District of Murbad, District Thane and outside the Municipal limits containing by admeasurements 720 square meters or thereabouts and more particularly described in the First Schedule there under written and delineated on the plane thereof annexed thereto being thereon verged red together with all rights,

Sub-Red Manual Control Verged 1

easements and appall the mines and resaid land and prer of the Maharashtr terms of 15 years provided subject the conditions co

Now the said Inc vide LEASED I registrar Murba and conditions of

Lessee Messrs
Limited for an
with all that th
factory, shed
M.I.D.C. has
interest under

Limited as reco

AND WHERE

AND WHER Lessee Messr INDFAB for with all that factory, shed M.I.D.C. has Industrial M

AND WHE Assignee of structures s cumbrances

Messrs IND

dated 15th Ju

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easements and appurtenances thereto belonging except and reserving unto the Lesson all the mines and minerals in and under the said land or any part there of To Hold the said land and premises unto the Lessee Messrs. Kirit Udyog subject to the provisions of the Maharashtra Land Revenue Code 1966 and the Rules made there under for the terms of 15 years computed from the 1<sup>st</sup> day of September1981 renewable as therein provided subject to the payment of the yearly rent reserved by and the covenants and the conditions contained in the said Indenture of Lease.

Now the said Indenture of Lease is recital and renewed for 80 years by M/s. INDFAB vide LEASED DEED dated 18<sup>th</sup> October 2001 registered in the office of the Subregistrar Murbad under Registration No. 1230 &1231 on dated 19<sup>th</sup> October, 2001 and conditions contained in the said Indenture of Lease now in recital

AND WHEREAS by a Deed of Assignment dated 30<sup>th</sup> day of August, 1985 the Lessee Messrs Kirti Udyog agreed with the Assigner Meyco Industrial Machinery Limited for an assignment to the Assignor of the said Demised Premises together with all that the Assignor of the said Demised Premises together with all that the factory, shed and the structures standing thereon AND WHEREAS the Lessor M.I.D.C. has granted its consent to the transfer and assignment of Kirti Udyog interest under the said lease in favor of the assigner Meyco Industrial Machinery limited as recorded in the Order No. MIDC/L/D-V/2959 dated 27<sup>th</sup> February 1985.

AND WHEREAS by a Deed of Assignment dated 17<sup>th</sup> day of August, 1989 the Lessee Messrs Meyco Industrial Machinery Limited agreed with the Assigner Messrs INDFAB for an assignment to the Assignor of the said Demised Premises together with all that the Assignor of the said Demised Premises together with all that the factory, shed and the structures standing thereon AND WHEREAS the Lessor M.I.D.C. has granted its consent to the transfer and assignment of Messrs Meyco Industrial Machinery Limited interest under the said lease in favor of the assigner Messrs INDFAB as recorded in the Order No. MIDC/MBB/D-VIII/W-5(A)/7828 dated 15<sup>th</sup> July 1989

AND WHERAS the Assigner agreed with the Assignee for an assignment to the Assignee of the said Demised Premises together with all that the factory, shed and the structures standing thereon for the residue of the said term free from all in cumbrances at or for the price of Rs. 3,11,000/-(Rupees Three Lacs Eleven Thousand

showledge Take Store.

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AND WHEREAS the Lessor Messers, Maharashtra Industrial Development Corporation has granted its consent for transfer and assignment of the Assigner's interest under the said Lease in favor of the Assignee subject to payment to the Lessor a sum of Rs. 70,200/- (Rupees Seventy Thousand Two Hundred Only) as and by way of differential premium as recorded in Order No. MIDC/ROT/MUR/W-5(A)/3736 dated 23<sup>rd</sup> October, 2001 of the Area Manager of the Lessor and said Shed No.W-5(A) comprised in the said Demised Premises has been transferred in the name of the Assignee in the records of the Lessor AND Whereas the said sum of Rs70,200/- which was payable as differential premium as a condition to the grant of the consent of the Lessor to transfer the interest under the said Lease to the Assignee.

AND WHEREAS the Assignee had paid full agreed amount Rs.3,11,000/- to Assignor vide Pay Order Nos.289658, 705035, 289954 & 289963 dated 9/8/2001, 21/9/2001, 4/10/2001 & 5/10/2001 of Rs.21,000/-, Rs.50,000/-, Rs.75,000/- & Rs.40,000/- respectively drawn on Bank of Maharashtra & Pay Order No. 239617 dated 5/10/2001 of Rs.1,25,000/- drawn on Abhyudaya Co. Op. Bank Ltd. & which has been duly encashed by them. The receipts where of the Assignor doth hereby admit.

AND WHEREAS the Assignor has represented to the Assignee that the I sor Maharashtra Industrial Development Corporation did demise the piece of land informaticularly described in the first schedule to them and that the Assignor has the exclusive possession thereof and that the Assignor has not created any right, title interest in the said land in favour of any other person or persons and that the Assignor had complied with the terms and conditions laid down by the Maharashtra Industrial Development Corporation

AND WHEREAS Assignor hereby grant, assign and transfer into the Assignee ALL THAT the said piece of land being Plot No.W-5(A) of the Murbad Industrial Estate of the Lessor situated at Murbad within the Registration Sub-District of Murbad, District Thane and outside the Municipal limits containing by admeasurement 720 square meters or thereabouts and more particularly described in the Schedule hereunder written and delineated on the Plan thereof annexed hereto and shown thereon in red coloured marking boundary lines TOGETHER WITH the factory, shed, building and structures standing thereon (all of which are for brevity's sake hereinafter referred to as "The said Premises"

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Sul-Register

whatsoever made, executed, occasioned or suffered by the Assignor or by any per or persons lawfully or equitably claiming by from under or in trust AND FURTHER THAT the Assignor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby assigned and transferred or expressed so to be or any part thereof by from under or in trust the Assignor shall and will from time to time and at all times hereafter during there of the said terms and the renewals thereof at the requests and costs of the Assignee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things and assurances in the law whatsoever for further and more perfectly assuring the said premises hereby granted assigned and transferred or expressed so to be and every part thereof unto the Assignee for the then residue of the said term AND THE ASSIGNOR BOTH HEREBY DECLARE that he has duly paid and discharged the yearly recurring fees or service charges prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act 1961 and the Rules framed there under in respect of the amenities or common facilities provided by the Lessor and the Government Revenue, Cesses, Municipal or Village Panchayat assessments and all other outgoings payable in respect of the said Premises upto the date of the execution of this presents as provided in the said indenture of Lease A THE ASSIGNER BOTH HEREBY COVENIENT WITH THE ASSIGNOR Assignee will henceforth during the residue of the said term and the renewal there pay the rents reserved by and performed and observe all the covenants by the lessee and the conditions contained in the said indenture of Lease and keep indemnified the Assignor, his estate and effects and performance of the said covenants and condiand all the actions, proceeding, costs, charges, claims, demands and liability

The Assignor pursuant to this indenture doth hereby covenant with the Assignee that, the assignor will indemnify and will keep indemnified the assignee against any claim being made and established by any third person or persons found interested in the said land/property and premises described in the schedule herein under written. Herein after the assignee will pay the rent of the said premises to the MIDC directly in his own name. The vacant & peaceful possession of the said premises is handed over to the assignee by the assignor and the same has been accepted by the assignee. Henceforth, the assignor has no right, title, interest whatsoever nature in the said premises, factory shed, building etc.

whatsoever for or on account of the same or in anywise relating thereto.

Star Pingana

#### "THE SCHEDULE ABOVE REFERRED TO"

ALL THAT piece or parcel of land known as plot No. W-5 (A) in the Murbad Industrial Estate situated at Village Murbad within the Registration Sub-District of Murbad, District Thane containing by admeasurement 720 square meters or thereabouts and bounded as follows, that is, to say: -

On or towards the North by Plot No.C-1;

On or towards the South by Plot No.W-4(A);

On or towards the East by Shahpur-Murbad Road and

On or towards the West by Plot No.C-1

And which said piece of land is delineated in red on the Plan thereof annexed to there presents.

IN WITNESS WHEREOF the Assignor has hereunto affixed the Common Seal of the Company in the presence of Proprietor and the Assignee has hereunto affixed his signature the day and the year first hereinabove written.

SIGNED AND SEALED BY ASSIGNOR SHRI S. L. RAJGARHIA PROPRIETOR OF MESSRS. INDFAB BEING THE WITHINNAMED ASSIGNOR

N THE PRESENCE OF:

Mr. N.K. Pateck

Mr. DiliP L. Malekan.

THE COMMON SEAL OF MESSRS. OMKAR COMPUTERS PVT. LTD. WITHINNAMED ASSIGNEE IS HERETO AFFIXED PURSUANT TO THE RESOLUTION OF ITS BOARD OF DIRECTORS PASSED AT THEIR MEETING HELD ON 16th SEPTEMBER 2001 IN THE PRESENCE OF:

- 1) MR. PRASHANT S. NARKAR AND
- 2) MRS. PRANJALI P. NARKAR ONE OF THE DIRECTOR MR. PRASHANT S. NARKAR OF THE SAID COMPMAY SHOULD SIGN.

IN THE PRESENCE OF:

1] Me. N. K. Patede 2] Mr. Dilip. L. Malebar

Omkar Compute





/2002

क्रमांक :

50 pm

## दस्त गोषवारा भाग-1



1160/2002

चा प्रकार: Conveyance

पक्षकाराचे नाव	
मे. ओमकार काम्प्युटर्स श्रीरंग नारकर	प्रा.लि.तर्फे डायरेक्टर प्रशांत

रा. वृंदावन सोसा. 84/ ए-1, माजीवजा, ठाणे प.

पक्षकाराचा प्रकार

**Executant** 

30 - 2639

छायाचित्र

अंगठ्याचा ठसा

मे.INDFAB तर्फ प्रोप्रा. एस.एल.राजगीरीया यांच्या वतीने कु.मु.म्ह. दिलीप जनार्दन टाककर

रा. 106, आंनद विला को.ऑ .हौ.सो. कात्रप रोड, कुळगाव, बदलापूर पू. जि .टाणे

Executor

सही



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### दस्त गोषवारा भाग - 2

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[मरब-1160-2002] चा गोषवारा

ल्य :461000 मोबदला :311000 भरलेले मुद्रांक शुल्क : 18440

र केल्याचा दिनांक :10/07/2002 05:08 PM

ाचा दिनांक : 03/07/2002

प्रकार :25) अभिहस्तातंरणपत्र

**क. 1** ची वेळ : (सादरीकरण) 10/07/2002 05:08 PM

क. 2 ची वेळ : (फ़ी) 10/07/2002 05:13 PM

क. 3 ची वेळ : (कबुली) 10/07/2002 05:14 PM

क. 4 ची वेळ : (ओळख) 10/07/2002 05:15 PM

द केल्याचा दिनांक : 10/07/2002 05:15 PM

पावती क्र.:916

दिनांक:10/07/2002

पावतीचे वर्णन

नांव: मे. ऑमकार काम्प्युटर्स प्रा.लि.तर्फ डायरेक्टर

प्रशांत श्रीरंग नारकर

:नोंदणी फी 4610

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 220

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

4830: एकूण

ज करुन देणार तथाकथीत [ अभिहस्तातंरणपत्र] दस्तऐवज करुन दिल्याचे कबूल करतातूर.

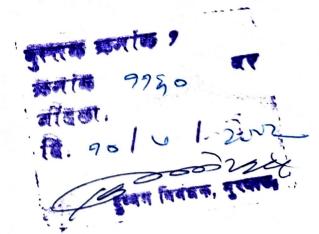
इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व भोळख पटवितात.

बापू राउत ,रा. ज्ञानेश्वर नगर, चाळ नं.7, ठाणे प.

ती शंकर मापसेकर ,रा. 401, मधुरा गोकुळ, गवान पाडा रोड, मुं. 81

वकाची सही









# Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel: (022) 25821882, Fax: 234568

Regional Office, Thane2 MIDC, Thane Region, Office Complex



R-15-11-21.

### Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel: (022) 25821882,

Fax:

E-mail: rothane2@midcindia.org

Regional Office, Thane 2

MIDC, Thane Region, Office Complex Building,1 st Floor Near Wagle Estate,

Octroi Naka. THANE - 400604

Letter No.: MIDC/RO(THANE2)/MUR/LMS-210/2473

Date: 12-NOV-2021

Subject :- MURBAD INDL. AREA Shed No. W-5 (A)

Creation of mortgage/ Charge in respect of ....

Read :- Letter Dated 11-Nov-2021 from

\*\*\*\* CONSENT \*\*\*\*

Lease Date: 18th day of October, 2001 Read with Tr. Order dated 24/10/2001, Deed of Assignment dated 03/07/2002 Tr. Order dated 15/11/2017,

Lessee:

M/S. OMKAR IMPEX INDIA PVT. LTD

Financial Institution/s. STATE BANK OF INDIA

Rs. 3,32,00,000 /-

Rs. 3,32,00,000 /-

WHEREAS by an indenture of lease dated 18th day of October , 2001 made between the Maharashtra Industrial Development Corporation(hereafter called " the Corporation") of the One Part and SHRI. S.L.RAJGARHIA PROP. OF, M/S. INDFAB of the other part and lodged for Registration in Duplicate with Sub-Registrar of Assurances at MURBAD under Serial No. FO-1230-2001 and FO-1231-2001 on 19th day of October, 2001 the Corporation demise unto SHRI. S.L. RAJGARHIA PROP. OF, M/S. INDFAB all that piece of land known as Shed No. W-5 in MURBAD INDL. AREA containing the admeasurements or thereabout /s for the term of 95 years commencing from the 1st day of July, 1989 at the rent reserved by and subject to the covenants and conditions contained in the said lease.

AND WHEREAS by an order dated 24th day of October, 2001, the Corporation has granted its permission to SHRI. S.L. RAJGARHIA PROP. OF, M/S. INDFAB to transfer and assign their lease hold interest on Shed No. W-5 from MURBAD INDL. AREA, under the indenture of lease dated 18th day of October, 2001 in favor of M/S. OMKAR COMPUTERS PVT. LTD.

AND WHEREAS by Deed of Assignment dated 03rd day of July, 2002 and made between the said SHRI. S.L. RAJGARHIA PROP. OF, M/S. INDFAB of the one part and M/S. OMKAR COMPUTERS PVT. LTD. of the Other Part and lodged for Registration with Sub-Registrar of Assurances at MURBAD under Serial No. MRB-1160-2002, on the 10th day of July, 2002, the said SHRI. S.L. RAJGARHIA PROP. OF, M/S. INDFAB did transfer and assign unto the M/S. OMKAR COMPUTERS PVT. LTD, the demised premises to hold the same for the residue then unexpired term of Lease granted under the said indenture of Lease dated 18th day of October, 2001 at the rent reserved by and subject convenants and conditions contained in the said lease.

AND WHEREAS, by a letter dated 15th day of November, 2017, the Corporation has taken a note of change in name of the company i.e. from M/S. OMKAR COMPUTERS PVT. LTD. to M/S. OMKAR IMPEX INDIA PVT. LTD hereinafter called "the Lessee".



Page 1 of 3

AND WHEREAS, In pursuance of sub-clause (u) of clause 2 of the above noted Lease, dated 18th day of October, 2001 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-Nov-2017 to mortgage / charge by the Lessee of the Lessee's interest under the said Lease in favour of:-

#### **STATE BANK OF INDIA (Rs.4,50,00,000)**

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. 4,50,00,000 /- already sanctioned or to be sanctioned against the security of the Lessee's interest under the said Lease and said loans is/ are still outstanding;

AND WHEREAS, the Lessee is desirous of raising further loan of Rs. 3,32,00,000 /- (Rs. Three Crore Thirty Two Lakh Only) from the above 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. 3,32,00,000 /- (Rs. Three Crore Thirty Two 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 shed 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 shed (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 shed at the time of transfer viz., premium calculated at rate of Rs. 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.
- 3. The Consent hereby granted is in addition to the consent previously granted to the Lessee on the 20-Nov-2017.

VIJAYSINH PANDURANG PATIL

Regional Officer, MIDC, THANE

To, M/S. OMKAR IMPEX INDIA PVT. LTD 6, SHREENATH APT. NO. 2, L.T.RD.EXTN, MULUND (EAST), MUMBAI- 400 081.

Copy Forwards to :-

STATE BANK OF INDIA STATE BANK BLDG., 1ST FLOOR, PLOT NO..B-35 ,ROAD NO.22,NEAR WAGLE CIRCLE,WAGLE INDL.ESTATE THANE - 400604