

ORIGINAL

गवामणिय प्रकरण नं. ५४/२००३  
दोरी बळन नं. ७७/०३  
मुद्रांक अधिनियम १९५८ चे कलम ३२ अन्वये प्रमाणित झालेले आहे. प्रस्तुत संकेचात  
२९९४००१  
७/५/२००३  
१९५८ चे कलम ५२ अन्वये प्रमाणित झालेले आहे.

हाथे  
मुद्रांक जिन्दाविषयी  
४१११.५ ए०३०००० -

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THIS LEASE made at Thane, the 8<sup>th</sup> day of May, 2003 BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH. III of 1962) and having its Principal Office at Orient House, Adi Marzaban path, Ballard Estate, Mumbai 400 038, hereinafter called "the Lessor" (which expression shall unless the context does not so admit, include its successors and assigns) of the First Part: AND M/S, MANO TEX PRIVATE LIMITED, hereinafter called the Confirming Party of the Second Part AND M/S, ALMA PHARMA OPTIONS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 & having its registered Office at B-202, Ashok Nagar, Vazira Naka, Borivali (West), Mumbai:- 400 091, hereinafter called "the Lessee" (Which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns ) of the Third Part :



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WHEREAS by an Agreement dated the 19th day of June , 1980 & made between the Lessor of the One Part & **Shri Rajendra Prasad Bagaria & Shri Shyam Sunder Bagaria Partners of M/s. ASIAN METAL INDUSTRIES** of the Other Part, the Lessor agreed to grant to **Shri Rajendra Prasad Bagaria & Shri Shyam Sunder Bagaria Partners of M/s. ASIAN METAL INDUSTRIES** upon the performance & observance by **Shri Rajendra Prasad Bagaria & Shri Shyam Sunder Bagaria Partners of M/s. ASIAN METAL INDUSTRIES** of the obligations & conditions contained in the said Agreement a Lease of the piece of land & premises hereinafter particularly described in the manner hereinafter mentioned.

Recitals

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AND WHEREAS by a Supplemental Agreement dated 17th day of December, 1987 & made between the Lessor of the First Part **Shri Rajendra Prasad Bagaria & Shri Shyam Sunder Bagaria Partners of M/s. ASIAN METAL INDUSTRIES** of the Second Part & the **Confirming Party** of the Third Part , the Principal Agreement dated the 19th day of June, 1980 was construed & declared as if the Lessor had entered into the said Agreement with the **Confirming Party** and the **Confirming Party** alone had agreed to observe and perform the stipulations & conditions contained in the said Agreement without payment of Differential Premium but on payment of **Rs. 7,540/-** ( Rupees Seven thousand five hundred forty Only ) as and by way of **Standard Transfer Fee**.

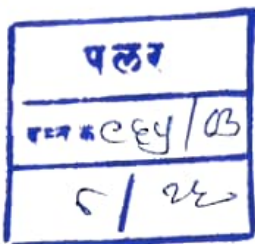
AND WHEREAS pursuant to the said Agreement the Certificate of Completion thereby contemplated has been granted.

AND WHEREAS at the request of the **Confirming Party** and the **Lessee** the Lessor granted its consent and permission to the **Confirming Party** for the transfer and assignment by the **Confirming Party** of its interest under

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or the benefit of the Agreement to Lease dated the 19<sup>th</sup> day of June, 1980 in respect of the Plot No. J@7 in the Tarapur Industrial Area in favour of the Lessee on payment of the Differential Premium amounting to Rs. 6,48,500/- ( Rupees Six Lac forty eight thousand five hundred Only ) vide order of the Lessor bearing No. MIDC/ ROT/ TRP/ J-7/1003, dated 21st day of February, 2003.



AND WHEREAS at the request of the Confirming Party and the Lessee the Lessor has agreed to grant to the Lessee, a Lease of the piece of land and premises in the manner hereinafter mentioned.

AND WHEREAS the Lessee has constructed the built up area of 786.42 Sq. Mtrs. on the total plot area of 7540 Sq. Mtrs. & has agreed to construct the further built up area in phases as under:-

1. On or before 31/03/2006... Built up area of 300.00 Sq. Mtrs. In addition to Existing built up area.
2. On or before 31/03/2010 ... Built up area of 450.00 Sq. Mtrs. in addition to 1, above.

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses & the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear & pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 7,985/- approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

- 1 In consideration of the premises & of the sum of Rs.1,50,800/- (Rupees One Lac Fifty Thousand Eight hundred only) Plus a sum of Rs. 6,48,500/- ( Rupees Six Lac Forty eight thousand Five hundred



Only ) making together an aggregate sum of Rs. 7,99,300/- ( Seven Lac Ninety Nine thousand three hundred Only ) paid by the Lessee to the Lessor as premium & of the rent hereby reserved & of the covenants & agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as Plot No. J-7 in the Tarapur Industrial Area, within the village limits of Saravali & outside the limits of Municipal Council in rural areas , Tahuka & Registration Sub-District- Palghar, District & Registration District Thane, containing by admeasurement 7540 Square Meters or thereabouts & more particularly described in the First Schedule hereunderwritten & shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings & erections now or at any time hereinafter standing & being thereon AND TOGETHER with all rights, easements & appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in & under the said land or any part thereof TO HOLD the land & premises herein before expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Ninety Five Years computed from the first day of June, 1980 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 & the rules thereunder PAYING THEREFOR yearly during the said term unto the lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one the said rent to be paid in advance without any deductions whatsoever on or before the first day of

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January in each and every year.

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

Covenants by the Lessee.

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

To pay rent.

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

To pay rates and taxes.

c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges drainage cess as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 7540/- approximately per annum.

To pay fees or service charges.

d) The Lessee shall construct the further built up area in phases as under:-

Completion of Factory building.

1. On or before 31/03/2006... Built up area of 300 Sq. Mtrs. in addition to Existing built Built up Area.



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2. On or before **31/03/2010** ... Built up area of **450.00sq.Mtrs.** in addition to 1, above.

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

Planting of trees in the periphery of the plot.

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

Not to excavate.

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

Not to erect beyond building line.

h) The Lessee having at his own expenses constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive

Access Road.



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Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

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- i) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the rules made thereunder as also with any condition which may, from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Acts, as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.
- j) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto.
- k) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer, and No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.
- l) To indemnify and keep indemnified the Lessor

To comply with the provisions of water (Prevention and Control of Pollution) Act. 1974 and Air (Prevention and Control of Pollution) Act. 1981.

To build as per Agreement.

Plans to be submitted before building.

Indemnity.



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

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- m) The Lessee shall at its own costs and expenses fence the said plot of land during construction of building of buildings and other works. Fencing during construction.
- n) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon. To build according to rules
- o) To observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labours, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous approval in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the Sanitation.



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event of such approval being given shall comply strictly with the terms thereof.

- p) That no alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.
- q) Throughout the said term at the Lessee's expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.
- r) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workman or others employed by them from time to time and at all reasonable times and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the lessor may execute them at the expense in all respect of the Lessee.
- s) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners.

Alterations.

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To repair.

To enter and inspect.

Nuisance.

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occupiers or residents of other premises in vicinity.

- t) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose not for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire hazards and shall duly comply with the directions which may from time to time be issued by the Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

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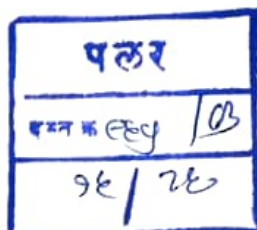
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- u) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinth) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the

Insurance.



satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction of damage by fire, hurricane or otherwise had happened.



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

Delivery of possession after expiration.

- w) Not to assign, underlet or part with the possession of the demised or any part thereof or any interest there in without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to

Not to assign.



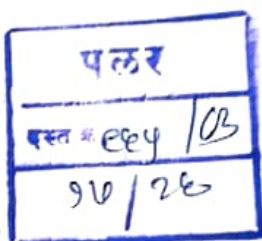
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cause any division by meters and bounds or otherwise to alter the nature of this present demise.

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

Assignments to be registered with the Lessor.



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

To give preference in employment of Labour.

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i) While employing the skilled and unskilled labour it shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment's/machinery's used by the Lessee and the General Qualification of the local labour.

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

Notice in case of death.



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

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

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

Rent, Fees etc. in arrear.

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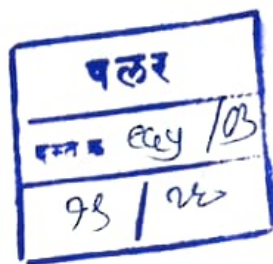


(b) (i) without prejudice to the generality of the foregoing provisions in case the Lessee shall fail to



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complete the said factory building and other works agreed by the Lessee to be constructed on the demised premises within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or if the Lessee shall commit default in payment to the Lessor of the recurring fees in the nature of service or other charges as hereinbefore provided or shall fail to observe any of the stipulations on its part herein contained then the Lease shall determine and all erections, and material, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.



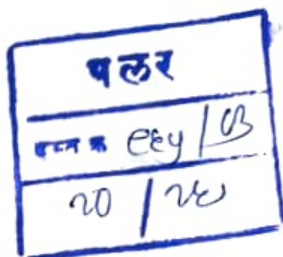
(ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessee's occupation on payment of such additional premium as may be decided upon by the Lessor or and:

(iii) In the alternative but without prejudice to sub-clauses (i) and (ii) the Lessor may direct removal or alteration of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and



recover the cost of carrying out the same from the Lessee as an arrears of land revenue.

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



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

Lessor's covenant for peaceful enjoyment.

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

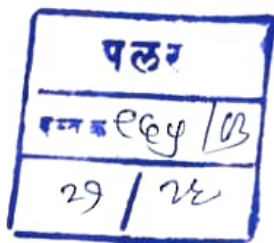
Alteration of Estate Rules.

7 If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before the

Renewal of Lease.



expiration of the term hereby granted the Lessor shall and will at the cost and expenses in every respect of the Lessee grant to the Lessee a new lease of the demised premises for a further term of Ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations herein before contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.



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

Costs and charges to be borne by the Lessees.

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

Marginal Notes.

**IN WITNESS WHEREOF SHRI. R. S. KATKAR** the Regional Officer, Thane of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Confirming Party hath caused its Common Seal hereto and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovewritten.

**FIRST SCHEDULE**  
(Description of Land)

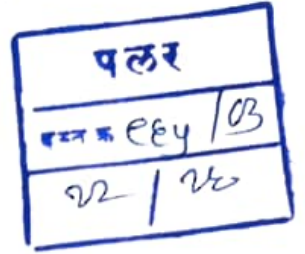
All that piece or parcel of land known as Plot No. 37 in the Tarapur Industrial Area, within the village limits of Saravali and Outside the limits of Municipal Council in rural areas, Tahuka and Registration Sub-District Palghar, District and





Registration District **Thane** containing by admeasurement **7540** square meters or thereabouts and bounded by red coloured boundary line on the *plan annexed hereto*, that is to say:-

- On or towards the North by :- Estate Road ,  
On or towards the South by :- Plot No. J-1/1,  
On or towards the East by :- Plot No. J-6 &  
On or towards the West by :- Plot No. J-8.



**SECOND SCHEDULE**  
(Building Regulations)

- 1 The Development Control Rules applicable in M.I.D.C. Industrial Areas shall also be applicable for development of plots in this Industrial Area.
- 2 All survey boundary marks demarcating the boundaries of plots shall be property preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

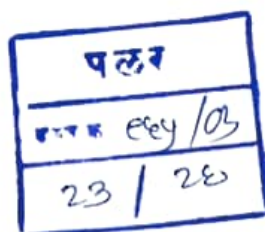
**THIRD SCHEDULE**  
(List of Obnoxious Industries)

- 1 Fertiliser Manufacture from organic materials, provided, however that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
- 2 Sulphurous, Sulphuric, Picric, Nitric, Hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
- 3 Ammonia Manufacture.
- 4 Incineration, reduction or dumping of offal, dead



animal, garbage or refuse on a commercial basis.

- 5 Tar distillation or manufacture.
- 6 Cement manufacture.
- 7 Chlorine manufacture.
- 8 Bleaching powder manufacture.
- 9 Gelatine or glue manufacture or process involving recovery from fish or animal offal.
- 10 Manufacture of storage of explosives or fire works.
- 11 Fat rendering
- 12 Fat, tallow's, grease or lard refining or manufacture.
- 13 Manufacture of explosives or inflammable products or pyroxylin.
- 14 Pyroxylin manufacture.
- 15 Dye-Stuff and pigment manufacture.
- 16 Turpentine, paints, varnish or size manufacture or refining.
- 17 Garbage offal or dead animals reduction, dumping or incineration.
- 18 Stock-yard or slaughter of animals or fowls.
- 19 Tallow, grease or lard manufacture.
- 20 Tanning, curing or storage of raw hides or skins.
- 21 Wool pulling or scouring.
- 22 Yeast plant.
- 23 Paper and paper products.
- 24 Charcoal.
- 25 Manufacture of Viscose Rayon.
- 26 In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.



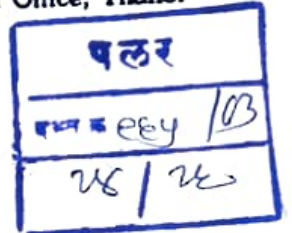
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SIGNED, SEALED & DELIVERED BY  
SHRI R. S. KATKAR, the Regional  
Officer, Thane of the withnamed  
Maharashtra Industrial Development  
Corporation in the presence of

1. Shri. B. J. Naik A.M. Naik
2. Shri. T. R. Pashte. A.A.M. Pashte



*(Signature)*  
Regional Officer  
MIDC, Regional Office, Thane.



The Common Seal of the abovenamed  
Confirming Party  
M/S, MANO TEX PRIVATE LIMITED  
was pursuant to a Resolution of its  
Board of Directors passed in that  
behalf on the 6<sup>th</sup> day of January  
2003 affixed hereto, in the presence of  
Shri U. M. GHIA

Director of the Company who in token  
of having affixed the Company's Seal  
hereto, has set his hand hereto,

For Manco Tex Pvt. Ltd.

*(Signature)*  
Director.

In the presence of :-

1. Ashwin M. Chaudan *(Signature)*
2. Avinash P. Kelka *(Signature)*

The Common Seal of the  
abovenamed Lessee

M/S, ALLY PHARMA OPTIONS  
PRIVATE LIMITED, was pursuant to a  
Resolution of its Board of Directors  
passed in that behalf on the 23<sup>rd</sup> day  
of January 2003 affixed hereto,  
in the presence of  
Shri Jagdish H. Parekh.

Director of the Company who, in token  
of having affixed the Company's Seal  
hereto, has set his hand hereto,

In the presence of :-

1. Ashwin M. Chaudan *(Signature)*
2. Avinash P. Kelka *(Signature)*

FOR ALLY PHARMA OPTIONS PVT. LTD.

DIRECTOR

*(Signature)*  
DIRECTOR



/2003

4:13 pm

दुय्यम निबंधकः

पालघर

दस्त गोषवारा भाग-1





पलर

दस्त क्र 965/2003

24/28

दस्त क्रमांक : 965/2003

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा उसा
1	<p>नाव: एम.आय.डी.सी.चे रिजिनल ऑफिसर श्री.  आर.एस.काटवार - -  पत्ता: घर/फ्लॅट नं: -  गल्ली/रस्ता: -  ईमारतीचे नाव: -  ईमारत नं: -  पेट/वसाहत: -  शहर/गाव: -  तालुका: -  पिन: -</p>	<p>लिहून देणार  वय -  सही</p>	<p>उपलब्ध नाही</p>	<p>उपलब्ध नाही</p>
2	<p>नाव: मे. मोनोटॅक्स प्रा.लि.चे डायरेक्टर श्री. उपेंद्र  माणिकलाल धिया  पत्ता: घर/फ्लॅट नं: 8  गल्ली/रस्ता: एस.व्ही.पी.रोड  ईमारतीचे नाव: सिल्व्हर गोल्ड  ईमारत नं: -  पेट/वसाहत: -  शहर/गाव: बोरीवली</p>	<p>मान्यता देणार  वय 55  सही</p> <p><i>FOR ALLY PHARMA OPTIONS PVT. LTD.</i>  <b>DIRECTOR</b>  933 - 8064</p>		
3	<p>नाव: मे. अलाय फार्मा. ऑप्शन प्रा.लि.चे डायरेक्टर श्री.  जगदीश हरीताल पारेख  पत्ता: घर/फ्लॅट नं: 202  गल्ली/रस्ता: एल.टी.रोड  ईमारतीचे नाव: -  ईमारत नं: -  पेट/वसाहत: अशोक नगर  शहर/गाव: बोरी</p>	<p>लिहून देणार  वय 49  सही</p> <p><i>FOR ALLY PHARMA OPTIONS PVT. LTD.</i>  <b>DIRECTOR</b>  8065</p>		





दस्त गोषवारा भाग - 2

पलर
दस्त क्रमांक (965/2003)
२६ / २६

दस्त क्र. [पलर-965-2003] चा गोषवारा  
बाजार मुल्य : 9730000 मोबदला 3940000 भरलेले मुद्रांक शुल्क : 291940

दस्त हजर केल्याचा दिनांक : 12/05/2003 01:40 PM  
निष्पादनाचा दिनांक : 12/05/2003  
दस्त हजर करणा-याची सही :  
**FOR ALLY PHARMA OPTIONS PVT. LTD.**  
  
**DIRECTOR**

पावती क्र.: 965 दिनांक: 12/05/2003  
पावतीचे वर्णन  
नांव: मे. अलाय फार्मा, ऑप्शन प्रा.लि.चे डायरेक्टर  
श्री. जगदीश हरीलाल पारेख

30000 : नोंवणी फी  
520 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्का  
(आ. 11(2)),  
रुजकात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

30520: एकूण

दस्ताचा प्रकार : 36 भाडेपट्टा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 12/05/2003 01:40 PM  
शिक्का क्र. 2 ची वेळ : (फी) 12/05/2003 01:50 PM  
शिक्का क्र. 3 ची वेळ : (कबुली) 12/05/2003 01:52 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 12/05/2003 01:54 PM

दस्त नोंद केल्याचा दिनांक : 12/05/2003 01:54 PM

**दुय्यम निबंधक, पालघर**

ओळख :

प्राचीन हक्क असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
त्यांची ओळख पटविताना.

1) श्री. संजय यू. नारखेडे, घर/फ्लॅट नं: -

गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: दत्तवाडी  
शहर/गाव: बोईसर  
तालुका: -  
पिन: -

संजय उदय नारखेडे

2) श्री. राजेश चितामण वडे, घर/फ्लॅट नं: 7

गल्ली/रस्ता: -  
ईमारतीचे नाव: साईधाम  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: सरावली-बोईसर  
तालुका: पालघर  
पिन: -

Roshal

**प्रमाणित करण्यात येते की,  
या दस्तामध्ये एकूण रकमेचे पाने आहेत.**

**दुय्यम निबंधक, पालघर.**

दु: निबंधकाची सही

**दुय्यम निबंधक, पालघर**

दुक नगराचे दुकाने  
कवरी नोंदना

२६/५/२००३

दुय्यम निबंधक, पालघर

१२ मार्च २००३



# Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-22-25820703 +91-22-25829539  
Fax : +91-22-25821886  
Email : rothane@midcindia.org

Regional Office, Thane  
MIDC, Thane Region,  
Office Complex Building, 1st Floor  
Near Wagle Estate, Octroi Naka  
THANE  
400604

By Regd. Post A.D.

No, ROT/TRP/Case No.496/ 1253

Date : 30-Jun-2008



Subject : Plot No. J-7  
From TARAPUR INDL. AREA  
Creation of mortgage/ Charge in respect of ....  
**M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.**  
Request letter dated 30-Jun-2008

30 JUN 2008

## \*\*\*\* CONSENT \*\*\*\*

Lease Date : 08<sup>th</sup> May-2003

Lessee :

**M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.**

Financial Institution/s  
STATE BANK OF INDIA

Rs. 2, 86, 00,000/-

Rs. 2, 86, 00,000/-

WHEREAS, in pursuance of sub-clause (w) of clause 2 of the above noted Lease 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 14-Nov-2003, to mortgage / charge by the Lessee of the Lessee's interest under the said Lease in favour of:-

**STATE BANK OF INDIA (Rs. 6, 10, 00,000)**

**STATE BANK OF INDIA (Rs .1, 60, 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. 7,70,00,000/- 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.2,86,00,000/- ( Rs. Two crores eighty six lacs 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 further mortgage/charges by the Lessee/s of the Lessee's/Lessee's' interest under the aforesaid Lease in favour of the above noted Financial Institution subject to the following conditions :-

(a) The Total amount of the further loan shall not exceed **Rs.2,86,00,000/- ( Rs. Two crores eighty six lacs only )**.

(b) This consent hereby granted is restricted to the above loan and in case the Lessee propose(s) to raise any further or other loan on the security of the demised premises or otherwise transfer or assign the same the Lessee shall have to make a fresh application for the Consent.

" In the event of sell , the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the 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 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/Lesseees to the Corporation in respect of the said plot of land at the time of allotment viz., premium calculated at rate of Rs. 940/- 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 14-Nov-2003 & 19-January-2007.



*[Signature]*  
20/1/08  
REGIONAL OFFICER,  
MIDC, THANE

To,

**M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.  
J-7, MIDC TARAPUR INDUSTRIAL AREA  
BOISAR, TAL.- PALGHAR,  
DIST.-THANE.**

**COPY TO :**

✓ Asstt. General Manager,  
STATE BANK OF INDIA  
Churchgate Branch, M.K.Road,  
Churchgate, Mumbai:- 400 020 .



Maharashtra Industrial Development Corporation

tel. 582 0703/9539

(A Government Of Maharashtra Undertaking)

BY Regd. Post A.D.

No. MIDC/ROT/TRP/J-7/4935

Date : 14 / NOV 2003

Sub :- Plot No. J-7  
from TARAPUR INDL. AREA.  
Creation of mortgage/charge in respect of...  
Read :- Letter dated 14/11/2003. from  
M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.

\*\*\*\* C O N S E N T \*\*\*\*

Lease dated the 8th day of May 2003

Lessee :

M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.

Financial Institution/s.

STATE BANK OF INDIA, .....Rs. \*\*\*\*6,10,00,000.00

Rs. \*\*\*\*6,10,00,000.00

In pursuance of sub-clause (w) of clause 2 of the above noted Lease, dated the 8th day of May 2003 executed by the Maharashtra Industrial Development Corporation in favour of the Lessee consent is hereby accorded to the mortgage charge by the Lessee of the Lessee's interest under the aforesaid Lease in favour of the above noted Financial Institution/s subject to the following conditions:-


- (a) The amount of the loan shall not exceed Rs. \*\*\*\*61000000.00  
(Rupees Six Crore Ten Lakh Only.)
- (b) This consent hereby granted is restricted to the above loan and in case the Lessee proposes to raise any further or other loan on the security of the demised premises or otherwise transfer or assign the same the Lessee shall have to make a fresh application for Consent.
- (c) That in the event of the Financial Institution(s) selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution(s) shall pay to the Corporation the entire amount of unearned 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) 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 to the Corporation in respect of the said plot of land at the time of allotment viz., premium calculated at rate of Rs. \*\*940.00 per m<sup>2</sup> PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of Financial Institution(s) in respect of the mortgage or charge/s so created

... 2



and the debt/s inclusive of interest, commitment charges, increase that may occur on account of devaluation / foreign exchange fluctuation of 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 authorise the Lessee 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.

  
(Rajesh Katkar)  
Regional Officer  
MIDC, Thane

To,  
M/S. ALLY PHARMA OPTIONS PRIVATE LIMITED.  
B-202, ASHOK NAGAR, VAZIRA NAKA,  
BORIVALI (WEST),  
MUMBAI:- 400 091.

Copy f.w.cs to :-

1. The General Manager (Legal), MIDC, Mumbai - 400 093.
2. ASSTT. GENERAL MANAGER, STATE BANK OF INDIA, CHURCHGATE (MUMBAI), BRANCH, "THE INTERNATIONAL", MAHARSHI KARVE ROAD, POST BOX NO. 11179, CHURCHGATE, MUMBAI:- 400 020.

Copy to :-

1. Area Manager, TARAPUR INDL. AREA.

Building completion  
BCC-Certificate.

Plot No. J-7.



**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION**

(A Government of Maharashtra Undertaking)

1245948

No. IFMS/DE/TD/TRP/ /of 2017

Office of the Deputy Engineer,

MIDC, Drainage Sub-Divn., Tarapur

Tel. No.:- 02525-271069

E-mail:- [detarapurdr@midcindia.org](mailto:detarapurdr@midcindia.org)

Date:- 03/02/2017

M. S. Ally Pharma Options Pvt. Ltd.

Plot No. J-7,

MIDC, Tarapur Indl. Area

Tarapur.

Sub:- Tarapur Indl. Area...

Building completion Certificate for factory building on  
plot No. J-7

Ref:- 1) Your letter dt. 19/01/2017

Vide letter under reference you have submitted the hard copy of subject proposal to this office. In view of above subject proposal, it is requested to comply the followings.


1. Please apply of MIDC's Single Window clearance system, since your earlier submission was rejected by this office on 07/01/2017.

2. Please depute your Architect or his representative to this office on 07/02/2017 at 11am to this office for joint inspection of plot No. J-7.

After compliance of above your subject proposal will be proceed further, please

Thanking you

Your faithfully,

  
Deputy Engineer &  
Special Planning Authority  
MIDC Drainage Sub-Divn.,  
Tarapur

• Copy to Mr. Ashok Dange, Architect, Vile Parle, Mumbai-57 for further necessary action please.

+91-22-25821886

+91-22-25829539

... CORPORATION  
... Undertaking)

E-mail: rothane1@midcindia.org  
NO.MIDC/ROT-1/TRP/J-7/

Regional Office, Thane  
MIDC, Thane Region,  
Office Complex Building, 1st floor  
Near Wagle Estate, Octroi Naka,  
THANE 400604

Date :-

11 FEB 2016

To,  
M/s. Ally Pharma Options Pvt. Ltd.,  
401, 4<sup>th</sup> floor, Maxheal House,  
Plot No. 169, Opp. Aiyappa Temple,  
Off Link Road, Bangur Nagar,  
Goregaon (w), Mumbai-400 090.

Sub :- **Tarapur Industrial Area ... Plot No. J-7  
Amalgamation of Co. through Hon. Court order**

Ref :- Your letter dated 02/12/2015 address to Hon. Dy. C.E.O.(1),  
MIDC, Mumbai-93

Sir,

With reference to your letter, it is inform you that, as per Circular No. MIDC/ Extension/DCM/143, dated 12/12/2011 "where any Scheme of Amalgamation, takeover, merger of demerger etc., are framed between two or more entities in the ordinary course of business as part of their corporate/business strategy, mere sanction to such scheme by the competent authority, Tribunal or Court, as the case may be shall not be treated as formal transfer and the same shall be permitted on recovery of differential premium"

You are requested to produce following documents for taken note of Scheme of amalgamation of M/s. Ally Pharma Options Pvt. Ltd. with M/s. Maxheal Pharmaceuticals (India) Limited, sanctioned by Hon. Bombay High Court in respect of plot No. J-7 in MIDC, Tarapur Indl. Area:-

1. Request Letter of M/s. Ally Pharma Options Pvt. Ltd. for Amalgamation of company by Hon. Court orders.
2. Prescribed application form duly filled in by the transferee/Transferer together with a copy of project report and required process fee of **Rs. 2000/-** by D.D drawn in favour of C.A.O., MIDC.
3. Copy of the petition filed in the Court for amalgamation.
4. Copy of the Court Order sanctioning the scheme of amalgamation of the Companies.
5. Certified copy of Memorandum & Articles of Association of M/s. Maxheal Pharmaceuticals (India) Limited.
- ✓ 6. No objection Certificate from Financial Institution, if mortgage consent was granted with permission of MIDC.
- ✓ 7. Copy of Current three months water bill & Light bill with paid receipt
8. Copy of Project Report if there is change in activity.

On receipt & compliance of above documents, your request shall be process further.

Thanking You,

Your's faithfully,

**ISSUED**  
R.O. MIDC, THANE (II)

Area Manager,  
MIDC, R.O.-1, Thane

Copy to Shri. A. A. Gardid, Surveyor, MIDC, R O 1 Thane You are instructed to visit the subject plot and give present status, area of plot, at the earliest

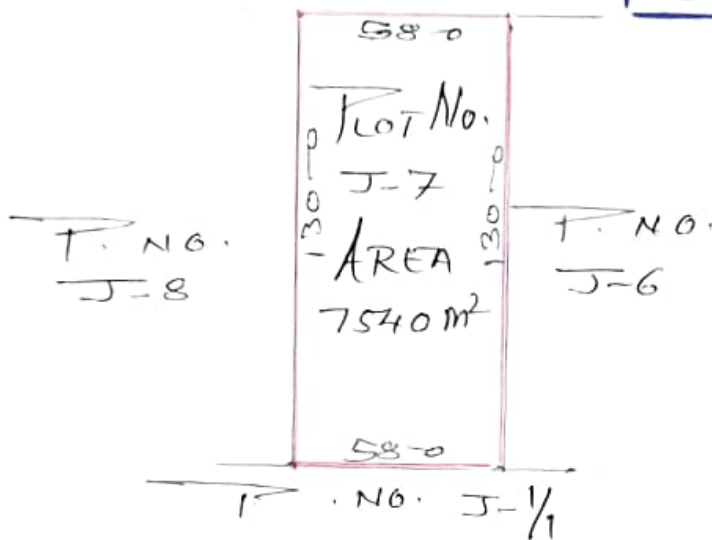
REC'D photocopy on 10  
- 9763444680

TARAPUR INDUSTRIAL AREA  
 VILL. <sup>KOLWDE</sup> SARAYETI PALGHAR DIST: THANE

SCALE: 1 CM = 20 MTS.

पलर
प्लॉट नं. ७ / ८
५ / २६

ROAD



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



*[Signature]*  
 Regional Officer  
 MIDC, Regional Office, Thane.

For Manc Tex Pvt. Ltd.

*[Signature]*

Director.

FOR ALLY PHARMA OPTIONS PVT. LTD.

*[Signature]*

DIRECTOR

DIRECTOR

not so admit include its successors unless the context otherwise requires.

Maharashtra Industrial Development Corporation

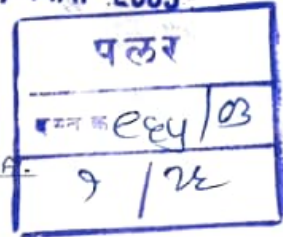
2 0703/9539

(A Government Of Maharashtra Undertaking)

MIDC/ROT/TRP/J-7/ 2295 Date : 8th May 2003

- 9 MAY 2003

ALLY PHARMA OPTIONS PRIVATE LIMITED.  
02, ASHOK NAGAR, VAZERA NAKA,  
KIVALI (WEST),  
MUMBAI:- 400 091.



Sub : Plot No. J-7 in TARAPUR INDL. AREA -  
Execution of Lease.

Sir/Nadam/Gentlemen,

The Lease in respect of the above said plot has been executed on 8th May 2003. The Lease has to be presented to the Sub-Registrar of Assurances, Old Custom House, Mumbai / Tahsil Office, Palghar for the purpose of registration within a specific time limit prescribed by the law viz. within 4 months from the date of execution of the documents. We would request you to lodge both copies of the Lease for registration making.

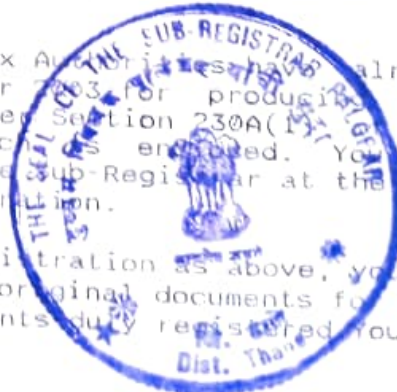
- 1) The original returnable to you and
- 2) The duplicate to the Office of the Regional Officer, MIDC, Thane Region, Office Complex Bldg, 1st floor, Near Wagle Estate Octroi Naka, Thane - 400 604.
- 3) Three zerox copies of original documents of lease on ledger paper duly executed by yourself and MIDC, be submitted to the Sub-Registrar alongwith original document. Zerox copies should be prepared by inserting butter papers amongst all the pages of the document.

The Government in the Revenue and Forest Department by its Notification No. RGN. 1093/1470/ Cr.No.360/M-1, dated 2nd July 1993 has exempted the undersigned from appearing before the Sub-Registrar of Assurances for the purpose of registration of the Lease and such other incidental documents. A copy of the Notification is attached herewith for handing over to the Sub-Registrar of Assurances at the time of presenting the documents for registration.

We would like to request you to intimate us the serial nos. and the date on which the documents have been lodged for registration with the Sub-Registrar of Assurances. Two zerox copies of the receipt of the payment of the registration charges obtained by you from the Sub-Registrar of Assurances may be forwarded to us for record as proof of lodging the lease and its duplicate for registration.

We inform you that the Income Tax Authority has already granted an exemption upto 31st December 2003 for production of the Income Tax Certificate as required under Section 230A(1) of the Income Tax Act, 1961 a copy of which is enclosed. You may bring these facts to the notice of the Sub-Registrar at the time of presenting the documents for registration.

Before lodging the lease for registration as above, you may keep certified true copies of the original documents for your record till you get the original documents duly registered. You may



...2

the same for submitting to the financial institution when you  
to raise financial assistance for your unit.

Thanking you,

पत्र
क. ले. 103
2/26

Yours faithfully,

(Rajesh Katkar)  
Regional Officer  
MIDC, Thane

Encl. as above.

Copy f.w.cs. to the General Manager (Legal) MIDC, Marol, Mumbai - 93.

Copy to the Area Manager, MIDC, TARAPUR INDL. AREA. for record.



\* U N D E R T A K I N G \*

I/We, M/S. ALLY PHARMA OPTIONS PVT. LTD.  
B-202, ASHOK NAGAR, VAZIRA NAKA,  
BORIVLI (WEST), MUMBAI:- 400 091.

पलर
क्र. २५/०३
३/२६

representing M/S. ALLY PHARMA OPTIONS PVT. LTD.

do hereby undertake to lodge for registration the Lease and its duplicate executed on 08/05/2003 in respect of Plot No J-7 from TARAPUR INDL. AREA. as required, by law within the stipulated period i.e. within four months from the date of execution making:

- (a) The Original returnable to us; and
- (b) The duplicate to the Office of the Regional Officer, MIDC, Thane Region, Office Complex Bldg, 1st floor, Near Wagle Estate Octroi Naka, Thane - 400 604. and give intimation to the MIDC immediately thereafter.

If, as a result of our failure in lodging the Lease and its duplicate for registration within the time limit prescribed by law or giving intimation thereof to MIDC in good time, any penalty is imposed, the entire penalty which will be imposed by the Sub-Registrar of Assurances, for lodging the documents for registration or for the admission thereof will be paid by us. I also undertake that if the documents are not accepted for registration after the expiry of the period prescribed by the law, we shall be fully responsible for its consequences.

Place : Thane  
Dated : 26th May 2003



For M/S. ALLY PHARMA OPTIONS PVT. LTD.

Director/s

DIRECTOR

Director  
DIRECTOR