



# Tarapur Factory Local Tax Payt

ग्रामपंचायत : खारवली

तालुका : पाणधर, जिल्हा : ठाणे.

चेकबद्दल पावती

पावती नंबर : 6 दिनांक : 28/6/2013

श्री. शापू ट्रॅक्क अन्ड स्क्रॅपरल्स प्रा. लि यांजकडून

घर क्रमांक : 524 याबद्दल सन : 2012 - 2013 करीता

नळ कनेक्शन क्रमांक : - याबद्दल सन : 201 - - 201.

करीता खाली नमूद कलेल्या रकमा करादाखल मिळाल्या.

कराचे नांव	मागील बाकी		चालू कर		एकूण रक्कम	
	रुपये	पैसे	रुपये	पैसे	रुपये	पैसे
दिव्याबत्ती पाणीपट्टी नोटोस फ्री	96656	00	-		96656	00
एकूण	96656	00	-		96656	00

एकूण अक्षरी रुपये कोकण ह्यार स्टाॅर कम्पन रुपये माव  
मात्र भारतीय स्टेट बँक मुंबई बँकेच्या

चेक नंबर : 28880C दिनांक : 28/6/2013 ने मिळाले.

चेकबद्दल कच्ची पावती दिली असे.

टीप : ग्रामपंचायत खात्यास रक्कम जमा झाल्यानंतर पक्की पावती ग्रामपंचायत कार्यालयातून घेऊन जाण्याची जबाबदारी आपली राहिल.

दिनांक : 28 - 6 - 2013

सही



J-195

THIS AGREEMENT made at THANE this 10<sup>th</sup> day of July TWO THOUSAND EIGHTEEN BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a corporation established under the Maharashtra Industrial Development Act, 1961 and having its principal office at Udyog Sarati, Mahakali Caves Road, Andheri(East), Mumbai - 400093, (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 SHARP TANKS & STRUCTURALS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 & having its registered Office at 803, ANTARIKSH, MAKAWANA ROAD, MAROL, ANDHERI (EAST), MUMBAI - 400 059, (hereinafter called "the Lessee" which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns ) of the other part of the Second Part and STATE BANK OF INDIA, a Corporation constituted under the State Bank of India Act, 1955 and having one of its Branch at SME MIDC ANDHERI BRANCH (17879) 1<sup>ST</sup> FLOOR, SBI BUILDING, BEHIND MIDC POLICE STATION, MIDC, ANDHERI(EAST), MUMBAI - 400 093, (hereinafter referred to as the Institution/s which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

**WHEREAS :**

(a) By an indenture of Lease dated the **16th day of June, 1994**, (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and the Lessee of the other part and lodged for registration in duplicate in the office of the Sub - Registrar of Assurances at PALGHAR, under Serial No. **BBM-1963 & BBM - 1964** on the **22nd day of June, 1994**, the Lessor in consideration of the premium paid and of the rent thereby reserved and of the covenants, and conditions contained therein and on the part of the Lessee to be paid observed and performed did thereby demise unto the Lessee all that piece of land known as **Plot No. J - 195** in the **Tarapur Industrial Area**, within the village limits of **Saravali**, Taluka and Registration Sub-District **Palghar** District and Registration District **PALGHAR** containing by admeasurement **4076 Square Metres** or thereabouts and more particularly described in the First Schedule thereunder and also in the First Schedule hereunderwritten together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto the Lessee for a term of **Ninety Five years** computed from the **1st day of July 1992**, subject to the payment of rent and on the terms, covenants and conditions therein contained.

(b) The Lessor had, at the request of the Lessee, granted to the Lessee consent to mortgage/charge by the Lessee of the Lessee's interest under the Lease in favour of **STATE BANK OF INDIA** as security for repayment of the Loan of **Rs. 38,00,00,000/- (Rupees Thirty Eight Crores only)** and the Lessee has pursuant to the said consent, secured the loan of **Rs. 38,00,00,000/- (Rupees Thirty Eight Crores only)** against the said security and the said loans are still outstanding.

Handwritten signatures and stamps at the bottom of the document.

H.D.F.C. Bank, Andheri Branch  
 Trade star Building, J. B. Nagar  
 Andheri (E), Mumbai - 400093  
 D-S-STR/VIC-F-101944-2014-2-15  
 4150 / 0212  
 170565  
 Special Address  
 MAY 05 2018  
 13:42  
 001-985 45  
 INDIA  
 MAHARASHTRA

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

The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the financial Institution and to enter into this agreement in the manner hereinafter contained.

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

(1) In pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the Financial Institution for the bonafide purpose of securing the due payment of the said loans advanced or to be advanced by the Financial Institution to the Lessee subject to a maximum of **STATE BANK OF INDIA of Rs. 12,00,00,000/- (Rupees Twelve Crores only)** in aggregate. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

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

(a) In the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee, to the Lessor in respect of the said Plot of land at the time of allotment viz, premium calculated at the rate of **Rs. 100/-** per square metre provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange fluctuation escalation, costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income, shall be final.

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

**"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 will not allow any changes".**

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

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

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

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

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

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed hereto and the Financial Institution hath caused these presents to be executed under the hands of its authorised representative the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of Land)

All that piece or parcel of land known as Plot No. J - 195, in the **TARAPUR INDL. AREA**, within the village limits of **Saravali**, Taluka **Palghar** and Registration Sub - District **PALGHAR**, District and Registration District **PALGHAR** containing by admeasurement **4076 Square Metres** or thereabouts and bounded as follows, that is to say :-

- On or towards the North by :- Plot No. J - 173,
- On or towards the South by :- Plot No. J - 240,
- On or towards the East by :- Estate Road &
- On or towards the West by :- Plot No. J - 194 & J - 237.

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Handwritten signature in blue ink.

Handwritten signature in blue ink.



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

Name of the Financial Institution	Amount of the Loan agreed to be advanced Rs.
STATE BANK OF INDIA,	38,00,00,000/- (Previous)
STATE BANK OF INDIA,	12,00,00,000/- (Present)
	-----
	50,00,00,000/- (Rupees Fifty Crores Only)



SIGNED, SEALED AND DELIVERED, By the within named SMT SHARADA POWAR REGIONAL OFFICER, THANE for and on behalf of the within named MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION in the presence of :-

1. D. P. Navale [Signature]
2. P. D. Gaikar [Signature]

The Common Seal of the within named Lessee

M/S SHARP TANKS & STRUCTURALS PRIVATE LIMITED, was pursuant to a Resolution of its Board of Directors passed in that behalf on the 28<sup>TH</sup> MAR 2018, hereunto affixed, in the presence of Shri V. Vijayan Nair, Managing Director of the Company, who in token of having affixed the seal of the Company, has set hand hereto,

in the presence of :-

1. SANJAY TRIVEDI [Signature]
2. YOHAN PAUL PARAMPOG [Signature]

SIGNED, SEALED AND DELIVERED by

The within named Financial Institution, STATE BANK OF INDIA, by the hand of Shri/Smt.

\_\_\_\_\_ as its Constituted

Attorney, in the presence of :-

1. Tushar [TUSHAR KAUTHALKAR]
2. Akshay [AKSHAY KUMAR]

REGIONAL OFFICER  
REGIONAL OFFICE, M.I.D.C.,

For SHARP TANKS & STRUCTURALS PVT. LTD.

DIRECTOR



[Signature]

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cator  
consultant  
Mumbe

