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पंकास कवत रागापिरी क्तेयागार कार्यालय येघीछ ण पाना गारानाचे

.!! स्थापिकेंतर गृद्धक गृत्रहाची ्रवकन **बा**ये ... हुं .. र २५४ / क्या धारात हो. सुलारी-केमी कार्यान सी. डी. के. म ज़ाहरा - िष्कुण यांनी रत्नागिरी कोवागार [€ 35/90/6 € A1-43 नापारिय पत्न क्रि. २८ शासनाये, लाभाग जना फेला आहे. सबब मुंबई गुद्रोक भोभागियम ६९५८ सुदारित १९८५ में कलम ३२ अत्मर्व 📢 दस्त एं. ज प्रवाधित स्थार प्रांकित लाजना नाष्ट्रे. 'क्रिस्पापु ७ ८४ उनाधिम रार्न

श्यात्र-परवाणिपी Ratu-21/90/2



भनागिरी



THIS LEASE made at RATNAGIRI the -- day of -

Thousand Nine hundred and Ninety Nine BETWEEN MAHARASHTRA INDUDTRIAL DEVELOPMENT CORPORATION, a Seattle State of the seattle s Corporation constituted under the maharashtra Industrial Development Act, 1961, (MAH-III of 1962) and having its Principal Office at Orient House, Adi Marzban Path, Ballard Estate, Mumbai-400 038; hereinafter called "the Lessor" (which expression shall unless the 24, 31 37 122 126 1 context does not so admit, include its successors and assigns) of the - FIT - 31.5 One Part; AND MS. SULAKHI CHEMICALS PRIVATE LIMITED a Company incorporated under the Indian Companies Act VII of 1913, Companies Act-1956 and having its registered office at O-4, Mahavir Plot No. 130, Garodia Nagar, Ghatkoper (East) Mumbai-Mahal. 400 092, hereinafter called "the Lessee" (which expression shall

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unless the context does not so admit include its successors or successor in business and permitted assigns) of the Other Part; RECITALS:

WHEREAS by an Agreement dated the 13th day of June, 1985 and made between the Lessor of the One Part and SHRI. V.RAMASWAMY, PROP. OF M/S. SULAKHI INDUSTRIES of the other Part the Lessor agreed to grant to SHRI. V.RAMASWAMY, PROP. OF M/S. SULAKHI INDUSTRIES upon the performance and observance by SHRI. V.RAMASWAMY, PROP. OF M/S. SULAKHI INDUSTRIES of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises known as Plot No. C-33 hereinafter particularly described firstly in the manner hereinafter mentioned:

AND WHEREAS by a Supplemental Agreement dated the 25th day of April, 1986 and made between the Lessor of the First Part; SHRI. V.RAMASWAMY, PROP. OF M/S. SULAKHI INDUSTRIES of the Second part and the Lessee of the Third Part, the Principal Agreement dated the 14th day of June, 1985 was construed and declared as if the Lessor had entered into the said Agreement with the Lessee and the Lessee alone had agreed to observe and perform the stipulations and conditions contained in the said Agreement;

RIDER-I

AND WHEREAS by another Agreement dated the 11th day of July, 1989 and made between the Lessor of the One Part and the Lesson of the Other Part the Lessor agreed to grant to the Lesson upon

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the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises known as Plot No. C-34 heroinafter particularly described secondly in the manner hereinafter mentioned;

RIDER-II

AND WHEREAS at the request of the Lessee the Lessor permitted amalagamation of Plots No. C-33 and C-34 for the purpose of building regulations.

AND WHEREAS pursant to the said Agreement the Certificate of Completion thereby contemplated has been granted;

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 2,014/- approximately per annum.

NOW THIS LEASE WITNESSETH, as follows :-

1. In consideration of the premises and of the sum of Rs.36,400/(Rupees Thirty Six Thousand four hundred only) and Rs. 64,300/(Rupees Sixty Four Thousand Three Hundred only) total agreegating
Rs. 1,00,700/- (Rupees One Lakh Seven Hundred only) paid by the
Lessee to the Lessor as premium and of the rent hereby reserved and
of the covenants and agreements on the part of the Lessee hereinafter
contained the Lessor doth hereby demise unto the Lessee all that piece
of land known as Plot No. C-33 and C-34 in the Lote-Parshuram
Industrial Area, within the village limits of Lote and within the limits of

Description of Land.

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Lote Grampanchyat in rural area, Taluka and Registration Sub-District Khed District and Registration District Ratnagiri containing by admeasurement 6,851.00 square meters or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOGETHER with all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lesee for the term of Ninety Five years computed from the first day of June, 1985 and July, 1989 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1968 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred 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 January in each and every year.

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

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Covenants by

the Lessee

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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

To pay all existing and future taxes, rates, assessments and outings of every description for the time being either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereof. To pay rates and taxes.

from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under 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. 1,713/- approximately per annum.

To pay fees or service charges.

year from the date hereof pant trees in the open space of the said land within the demised premises and 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 and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Planting of trees periphery of the plot.

E) 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 Not to excavate.

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purpose of executing any work pursuant to the terms of this Lease.

F) 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.

The Lessee having at its 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 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).

- (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 indemnified the Lessor against the consequences or any breach or non-Compliance of any such prevision or condition as aforesaid.
 - 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

Not to erect beyond building line

Access road.

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

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In accordance with the said Building Regulations set out in the Second Schedule hereto.

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

Plans to be submitted before building.

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.

Indomnity.

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.

M) To observe and conform to all rules, regulations and bye-laws,
 of Local Authority concerned or any other statutory regulations in any

Sanitation.

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and to provide sulatrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous approval in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

N) That no alterations or additions shall at any time be made to the Facade or elevation of any building or erection erected and standing on the demised premises or architectural feature thereof except with the previous approval in writing of the Executive Engineer.

Alterations.

O) 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.

To repair.

P) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others Employed by them from time to time and at all reasonable 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

To enter and inspect.

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the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessee in all respect of the Lessee.

Q) Not to do or permit anything to be done on the demised Premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

But not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibratiions 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 ulmost 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.

S) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundation 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

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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 linaurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or 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 or damage by fire, hurricane or otherwise had happened.

Delivery of possession after expiration.

At the expiration or sooner determination of the said term puietly 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 assessements then due and shall have performed to the expiration of the said term to remove and appropriate to itself buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed.

U) Not to assign, underlet or part with the possession of the Demised premises or any part thereof or any interest there in with-

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Not to assign.

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

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.

W) 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.

"While employing the skilled and unskilled labour, they shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments/machineries used by the Licensee/Lessee and the general qualifications of the Labour".

And in the event of the death of any of the Lessee the person 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.

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

If the sald rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be 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 the 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-enter hereinbefore

contained shall not be exercised unless and until the Lessor or the

Chief Executive Officer on behalf of the Lessor shall have given to the

Lessee or left on some part 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. -

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

Rent, Fees, etc. in arrear.

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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.

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

Renewal of

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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. charges to be borne by the Lessee.

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

Marginal
Notes.

IN WITNESS WHEREOF SHRI. SHIVAJI SHANKAR SAWANT, The Regional Officer 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 Lessee hath caused its Common Seal to be affixed the day and year first abovewritten.

FIRST SCHEDULE

(Description of Land)

Firstly all that piece or parcel of land known as Plot No.C-33 in the Lote-Parshuram Industrial Area, within the village limits of Lote and within the limits of Lote Grampanchyat in rural area, Taluka and Registration Sub-District Khed District and Registration District Ratnagiri containing by admeasurement 3640.00 square meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say:-

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On or towards the Nort by

M.I.D.C. Road.

On or towards the South by

5.0 Mtrs. Nalla Strip.

On or towards the East by

Plot No. C-34.

On or towards the West by

PLOT NO. C-32.

Secondly all that piece or parcel of land known as Plot No.C-34 in the Lote-Parshuram Industrial Area, within the village limits of Lote and within the limits of Lote Grampanchyat in rural area, Taluka and Registration Sub-District Khed District and Registration District Ratnagiri containing by admeasurement 3211.00 square meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say:-

On or towards the Nort by

M.I.D.C. Road.

On or towards the South by

5.0 Mtrs. Nalla Strip.

On or towards the East by

M.I.D.C. Road.

On or towards the West by

PLOT NO. C-33.

SECOND SCHEDULE

(Building Regulations)

- 1. The Building Regulations of 'A' class Municipal Council or the Building Regulations of the respective Local Authority/Planning Authority as amended from time to time will be Building Regulations applicable for development of the Plots in Industrial Area.
- 2. Periphery of the Plot shall be utilised for the purpose of planting trees. At least one tree shall be planted per 200 square

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Agreement

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meters and one tree at a distanct of 15 meters on the frontage of road or part thereof but within the demised premises.

- The Lessee shall not use the land for any purpose except as a
 factory for manufacture. It shall not be used for obnoxious industries
 a list whereof is attached.
 - Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards the Water Pollution as also Air Pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any Water or Air Pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
- So No construction work shall be commenced unless the plans, elevations and sections have been approved by the Cificer Authorised by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.
 - All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee.

 Where more than one Lessee is concerned with the same boundary mark the Officer Authorised by the Lessor shall allocate this obligation suitably.
 - 7. Three sets of the specifications, plans, elevations and sections as approved by the Local Authority/Pllaing Authority shall be

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submitted to the Executive Engineer for record and to enable him to grant no objection.

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.
- Ammonia manufacture.
- Incineration, reduction or dumping of offal, dead animal,
 garbage or refuse on a commercial basis.
- 5. Tar distillation or manufacture.
- Cement manufacture.
- 7. Chlorine manufacture.
- 8. Bleaching powder manufacture.
- Geletine or glue manufacture or processes involving recovery from fish or animal offal.
- Manufacture or storage of explosives or fire-works.
- 11. Fat rendering.
- Fat, tallows, grease or lard refining or manufacture.

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- 13. Manufacture of explosives or inflammable products or pyroxylin.
- Pyroxylin manufacture.
- Dyo-Stuff and pigment manufacture.
- 16. Turpentine, paints, varnish or size manufactu refining.
- 17. Garbage, offal or dead animals reductions, dumping or incineration.
- 18. Stock-yard or slaughter of animals or fowls.
- Tallow, grease or lard manufacture.
- 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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SKINED, SEALED AND DELIVERED BY SHRI.
SHIVAJI SHANKAR SAWANT, The Regional
Officer of the withinnamed Maharashtra
Industrial Development Corporation, in the
presence of:-

1. Shri. H.B. Vengustekas 1. MIO (Kalingin

The Common Seal of the abovenamed Lessee

MS. SULAKHI CHEMICALS PRIVATE LIMITED

1. Judhar D.A. Chiplun

hereto, in the presence of :-

2. Rane R.V. RM-8 Kndal Luch

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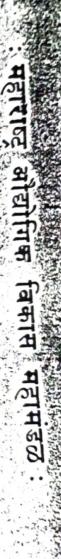
Managing Director

DEVELOPMENT CORPORATION

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPURATION (A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

Maharashtra Industrial Development Corporation and Shri Maharashtra Industrial Development Corporation and Shri V. RAMAS WANY. Stri/Messrs. SULAKI IN-DUSTRIES Stri/Messrs. SULAKI IN-DUSTRIES Stri/Messrs. SULAKI IN-DUSTRIES Stri/Messrs. SULAKI IN-DUSTRIES On Phase admeasuring 3640-0 Sq. Metres in Phase admeasuring Area, District XATTAPA of the Lotter Phase after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and demarcation of the plot on the site after actual measurement and
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(महाराष्ट्र शासनाचा उपक्रम)

कब्जा पावती

चोरस मिटर क्षेत्रफैळ असलेला भूखंड कमांक न्तान के नि

ा दिला है कि सी प्रस्ति के कि प्रश्निक ताबा बाबा बतला के अपने का जा का का का जा का जा का जा का जा का जा का जा क

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

(1) In pursuance of the said agreement 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 Rs. 400/-Lacs in the aggregate. The permission hereby granted will not authorize the Lessee to mortgage only the part of the demised premises.

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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 realizing the security in their favour subject, however, what is stated below namly:-

In the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realization of the security, the Financial Institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessees viz., the entire excess of the price of land calculated at the rulling 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. 10 & 20 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 Financial Institution to sell the demised premises under such mortgage to realize the undischarged debt shall be absolute as set out in condition (a) as above;

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AND THE ABHYUDAYA CO-OP. BANK LTD., MUMBAI-12. (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its, successors and assigns) of the Third Part:

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WHEREAS:

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(a) at of the By an indenture of the Lease dated the 14th day of December, 1999 (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 Assurance at Khed under the serial Nos. 1029 and 1030 on the 18th day of December, 1999 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 place of land known as Plot No. C-33 & C-34 in the Lote-Parshuram Industrial Area, within the village limits of Lote, Taluka and Registration Sub-District Khed District and Registration District Ratnagiri containing by admeasurements 6851 square metres or thereabouts, and more particularly described in the First Schedule there under written together with the buildings and erection than 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 expressed to be thereby demised (therein and hereafter referred to as the "the demised premises") unto the Lessee for a term of ninety five years computed from the 1" day of June, 1985 subject to the payment of rent and on the terms, covenants and conditioned therein contained:

- Lessee certain loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called "the said Loan") on the security, interalia 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 change all its assets including the Lessee interest in the demised premises under the said Lease in favour of the Financial Institution;
 - (d) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the Financial Institution and to enter into this agreement in the manner hereinafter contained;

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DEVELOS MENT COPPORT



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पूर्वाच विकेशी - 1 (जिन्न व्याप्त



THIS AGREEMENT made at Ratnagiri this. 2. INDUSTRIAL **MAHARASHTRA** BETWEEN One thousand Two DEVELOPMENT CORPORATION, a corporation established under the Maharashtra Industrial Development Corporation Act, 1961 and having its office at Orient House, Adi Marzban Path, Ballard Estate, Mumbai-400038 (hereinafter called "the Lessor" which expression shall, unless the context does not so admit include its successor and assigns) of the First Part: M/S. SULAKI CHEMICALS PVT. LTD., having its registered office at 0-4, Mahavir Mahal, Plot No. 130, Garodia Nagar, Ghatkopar (E), Mumbai-400 077 (hereinafter called "the Lessee" which expression Shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the Second Part:- Amus Amus

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(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/s or any one or more of them as aforesaid;

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Covenants and condition 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 Financial Institution at least six month notice in writing specifying the default or breach committed by the Lessee and the Lessor shall not exercise its right of re-entry of resumption unless the Lessee or the Financial Institution or any of them shall has failed to remedy the same within six month of receipt of the said notice:

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 building and structures comprised in the demised premises in the joint name 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 buildings and structures therein or any of them as provided in preceding clause 1 above, file complete particular 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 and the Financial Institution have caused these presents to be executed under the hands of its authorized representatives the day and year hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece of land known as Plot No. C-33 & C-34 in the Lote-Parshuram Industrial Area, within the village limits of Lote, Taluka and Registration Sub-district Khed District and registration District Ratnagiri Containing by admeasurement 6851 square metres or thereabouts and bounded as follows that is to say:

On or towards the North by :

SERVICE CORRIDOR

On or towards the South by :

5.0 M. NALA STRIP.

On or towards the East by:

MIDC ROAD.

On or towards the West by:

PLOT NO. C-32.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of Loans)

Name of the Financial Institution

Amount of the loan agreed to

be advance Rs.

ABHYUDAYA CO-OP. BANK,

LTD., MUMBAI-400 012.

Rs. 400/- (Rs. Four Hundred Lacs

Only)

Duy

SIGNED, SEALED AND DELIVERED by the within Named SHRI. S. S. SAWANT The Regional Officer behalf of the within named MAHARASHTRA INDUSTRIAL DEVELOPMENT

M. J. D. C., Ratnagin.

CORPORATION, In the presence of: -

Shri. H. B. Venguraker MIDC Ramagiri Shri. P.S. Kanaweje MIDC Ramagiri

The Common Seal of the withinnamed Lessee M/S. SULAKI CHEMICALS PVT. LTD., was pursuant to a Resolution of its Board of Directors passed in that behalf on the 16th Day of 4pri) 2001 presence of:-

Shri. --- L. A. Suwe

And

Shr? ---

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

Shri. D. A. Jodhav, Shinji regor, Chiplum.

2. Miss. Vandans V. Mayeker. Shirguon, Remuzici. SIGNED, SEALED AND DELIVERED

By the within named Financial Institution THE ABHYUDAYA CO-OP. BANK LTD., MUMBAI-400 012 By the hand of Shri M. Bhasbar

Shetry

its & manager in the presence of: -

Shri J. N. Sheiry

For Sulaki Chemicals Pvt. Ltd. Director



For Abhyudaya Co-op. Bank Ltd. (Scheduled Bank)

Managor (Lans & Adv.)

shri R. S. Surav Boman

R/W- 30-0 MTRS. Chila liter

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