



24/01/2020

सूची क्र.2

दुय्यम निबंधक : दु.नि. खेड

दस्त क्रमांक : 164/2020

नोंदणी :

Regn:63m

गावाचे नाव : आवाशी

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	15000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: रत्नागिरी इतर वर्णन : , इतर माहिती: मौजे आवाशी ता खेड मधील लोटे पशुराम MIDC इंडस्ट्रीयल एरिया प्लॉट नंबर C-17 क्षेत्र 1834 चौ.मी ही मिळकत व त्यामधील फॅक्ट्री शेड क्षेत्र 405.74 चौ.मी प्लॅन्ट मशनरी all carrent asset तसेच दस्तात नमुद केल्याप्रमाणे ((Plot Number : C-17 ;))
(5) क्षेत्रफळ	1) 1834 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स गौरव केमिकल्स या भागिदारी फर्म करीता भागिदार मिलींद लक्ष्मण सुर्वे वय:-40; पत्ता:-0, 0, 0, 0, शॉप नं.0-4 महावीर महल प्लॉट 130 गारोडीया नगर घाटकोपर इस्ट , राजावडी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400077 पॅन नं:-AAGFG1714K 2): नाव:-मेसर्स गौरव केमिकल्स या भागिदारी फर्म करीता भागिदार जितेंदर हिंचामणी मिश्रा वय:-40; पत्ता:-0, 0, 0, 0, शॉप नं.0-4 महावीर महल प्लॉट 130 गारोडीया नगर घाटकोपर इस्ट , राजावडी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400077 पॅन नं:-AAGFG1714K
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-कॉसमॉस को ऑप बँक लि करीता नरेंद्र पुरुषोत्तम जोशी वय:-48; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: प्लॉट नं.6 ICS कॉलनी युनव्हॅसिटी रोड गणेश खिंड शिवाजी नगर पुणे, महाराष्ट्र, PUNE. पिन कोड:-411007 पॅन नं:-AAAAT0742K
(9) दस्तऐवज करून दिल्याचा दिनांक	24/01/2020
(10) दस्त नोंदणी केल्याचा दिनांक	24/01/2020
(11) अनुक्रमांक, खंड व पृष्ठ	164/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	75500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



पु. दुय्यम निबंधक, श्रेणी-९
खेड.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(d-1) If it Does not exceeds One lakh

CHALLAN
MTR Form Number-6

987



N MH011183240201920E		BARCODE		Date 24/01/2020-10 30 08	Form ID 40(b)
Department Inspector General Of Registration			Payer Details		
Type of Payment Stamp Duty			TAX ID (If Any)		
Registration Fee			PAN No.(If Applicable)		
Office Name KHD_KHED SUB REGISTRAR			Full Name		MS Gaurav Chemicals
Location RATNAGIRI			Flat/Block No.		Plot No C 17 At Village Avashi Lote Purshuram
Year 2019-2020 One Time			Premises/Building		Industrial Area
Account Head Details		Amount In Rs.	Road/Street		Tal Khed Dist Ratnagiri
30046401	Stamp Duty	75000.00	Area/Locality		Khed
30063301	Registration Fee	20000.00	Town/City/District		
			PIN		4 1 5 7 0 9
			Remarks (If Any)		
			SecondPartyName=The Cosmos Co Operative Bank Ltd~CA=15000000		
			Amount In		Ninety Five Thousand Rupees Only
Total			Words		
95,000.00					
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	02300042020012437452 001172041
Cheque/DD No.			Bank Date	RBI Date	24/01/2020-10:32:16 Not Verified with RBI
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No : 8928910589
सदर चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चालन लागू नाही.



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द.क्र. 987/2020
9/1/20

CHALLAN
MTR Form Number-6



MH011198457201920E	BARCODE	Date	24/01/2020-13:08:54	Form ID	40(b)
Inspector General Of Registration	Payer Details				
Stamp Duty	TAX ID (If Any)				
Registration Fee	PAN No.(If Applicable)				
Name KHD_KHED SUB REGISTRAR	Full Name	Ms Gaurav Chemicals			
on RATNAGIRI	Flat/Block No.	Plot No C 17 At Village Avashi Lote Purshuram			
2019-2020 One Time	Premises/Building	Industrial Area			
Account Head Details	Amount In Rs.	Road/Street	Khed Ratnagiri		
6401 Stamp Duty	500.00	Area/Locality	Khed		
		Town/City/District			
		PIN	4	1	5 7 0 9
		Remarks (If Any)	SecondPartyName=The Cosmos Co Operative Bank Ltd~CA=15000000		
		Amount In	Five Hundred Rupees Only		
	500.00	Words			
nt Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	Ref. No.	02300042020012438154	003416500	
DD No.	Bank Date	RBI Date	24/01/2020-13:10:04	Not Verified with RBI	
of Bank	Bank-Branch		BANK OF MAHARASHTRA		
of Branch	Scroll No. , Date		Not Verified with Scroll		

ment ID : 8928910589 Mobile No. : 8928910589

This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 यलन केवल दयम निबंधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागू



क ड र
 द.क्र. १९४ / २०२०
 ३ / ९३

01/01/2020 4 27:50 PM
क्रमांक: कडर/164/2020
प्रकार: -गहाणखत



गोपबंदी भाग-2

कडर ६३/६३
दस्त क्रमांक: 164/2020

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मेसर्स गौरव केमिकल्स या भागिदारी फर्म करीता भागिदार मिलींद लक्ष्मण सुर्वे पत्ता: 0, 0, 0, 0, शॉप नं. O-4 महावीर महल प्लॉट 130 गारोडीया नगर घाटकोपर इस्ट, राजावडी, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AAGFG1714K	कर्ज घेणार वय :-40 स्वाक्षरी:- 		
2	नाव: मेसर्स गौरव केमिकल्स या भागिदारी फर्म करीता भागिदार जितेंदर हिंचामणी मिश्रा पत्ता: 0, 0, 0, 0, शॉप नं. O-4 महावीर महल प्लॉट 130 गारोडीया नगर घाटकोपर इस्ट, राजावडी, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AAGFG1714K	कर्ज घेणार वय :-40 स्वाक्षरी:- 		
3	नाव: कॉसमॉस को ऑप बँक लि करीता नरेंद्र पुरुषोत्तम जोशी पत्ता: प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: प्लॉट नं. 6 ICS कॉलनी युनव्हॅसिटी रोड गणेश खिंड शिवाजी नगर पुणे, महाराष्ट्र, PUNE. पॅन नंबर: AAAAT0742K	कर्ज देणार वय :-48 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथित गहाणखत चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र. 3 ची वेळ: 24 / 01 / 2020 04 : 25 : 43 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव: शशिकांत प्रकाश शिर्के - - वय: 25 पत्ता: पोयनार ता खेड पिन कोड: 415709			
2	नाव: अभिजीत महादेवराव कुराडे - - वय: 42 पत्ता: Kolhapur Aj Khed पिन कोड: 415709			

शिक्का क्र. 4 ची वेळ: 24 / 01 / 2020 04 : 26 : 50 PM

शिक्का क्र. 5 ची वेळ: 24 / 01 / 2020 04 : 27 : 24 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Khed

प दय्यम निबंधक, श्रेणी-१ P Payment Details.

प्रमाणित करणेत येते की, या दस्तऐवजाची६३... पाने आहेत.

प दय्यम निबंधक, श्रेणी-१ खेड.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



Regional Office, Near J K Files Co., Mirjole Industrial Area, Ratnagiri.

By R.P.A.D.

NO.MIDC/RO/ LTP/D- 67004 /2019

Date: 13 DEC 2019

Sub: Plot No. C-17 from Lote- Parshuram Industrial Area.
Creation of Mortgage/Charge in respect of...

Read: Letter dated the 07.12.2019 from
Shri.Milind L.Surve, Part.of M/s.Gaurav Chemicals

*** CONSENT***

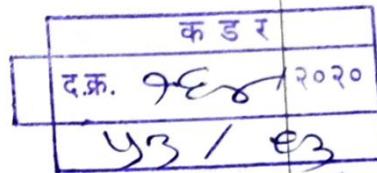
Lease dated 14.10.2005 &
Deed of Assignment dated 03.05.2006

Lessees :

Shri. Milind Laxman Surve,
Shri.Jitender Hinchhamani Mishra,
Partners of M/s. Gaurav Chemicals.

Financial Institution:

The Cosmos Co.Op.Bank Ltd.,
Airoli Branch.



Rs. 1,50,00,000/-
(Rs. One crore Fifty lakh only)

AND WHEREAS in Pursuance of Sub-Clause (v) of Clause-2 of the marginally noted Lease of Plot No. C-17 in Lote Parshuram Industrial Area executed by the Maharashtra Industrial Development Corporation in favour of the Lessee consent is hereby accorded to the mortgage/charge by the Lessee of Lessee's interest under the aforesaid in favour of the above noted Financial Institution subject to the following conditions.

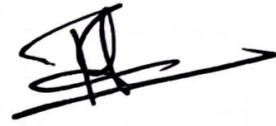
(a) The Amount of the loan shall not exceed Rs.1,50,00,000/- (Rs. One crore Fifty lakh only).

(b) This consent hereby granted is restricted to the above loan and in case the Lessee propose 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.

(b-1) "In the event of Sale, the Financial Institution shall ensure that, the proposed activity of the Purchaser shall be the same for which the plot is allotted and the Corporation (the grantor/lessor) will not allow any change."

c) That in the event of the Financial 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 Corporation the entire amount of unearned income from the said plot of land (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 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 the rate of Rs. 150/- per sq.mtr. PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage or charge so created and the debt 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 Lessees to mortgage only a part of the demised premises hereinabove referred to:-
- e) The Lessee and Financial Institution will execute an Agreement with this Corporation in the prescribed form incorporating the conditions.
- f) The consent hereby granted shall not be operative unless an Agreement referred to in sub para (e) above is executed by all the parties.
- g) The consent issued vide No.MIDC/ROR/LTP/C-17/C-33376/2019 dated 18.07.2019 is treated as cancelled.



REGIONAL OFFICER
MIDC RATNAGIRI.

To,
Shri. Milind Laxman Surve & other 1,
Partners of M/s. Gaurav Chemicals,
Plot No. C-17,
Lote Parshuram Industrial Area,
Tal. Khed, Dist. Ratnagiri.

Copies f.w.cs. to:

- 1) The Branch Manager, the Cosmos Co.Op.Bank Ltd., Mumbai Regional Office B-2, Basement, Kusumanjali Mhaskar Bldg., Mouje, Gokhale Road, Naupada, Thane (West) - 400602 for information.

Plans Approved Subject To the
 Conditions Laid Down In Letter
 No. DB/207E/10821 of 03
 Dated 28/7/2003.



Executive Engineer
 M. I. D. C. Environment Division
 CHIPLUN

AREA STATEMENT

AREA OF PLOT = 1834.00 sqm

FACTORY AREA
GROUND FLOOR

FACTORY	16.50 x 10.0 =	165.00
STAIRCASE	11.50 x 1.0 =	11.50
	11.50 x 1.20 =	13.80
	2.0 x 4.0 =	8.00

WATER TANK = 2.10 x 3.15 = 6.615

TOILET = 1.66 x 3.15 = 5.23

TOTAL GROUND FLOOR = 202.74 sqm

MEZZANINE FLOOR (2.70 M LEVEL)

9.0 x 10.0 + 2.10 x 6.50
 90.00 + 13.65 = 103.65 sqm

MEZZANINE FLOOR (4.50 M LEVEL)

9.0 x 10.0 = 90.00 sqm

TOTAL = 405.74 sqm

F.S.I. CONSUMED = 0.22

MIS.
 CK TANK
 D-D



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 क्र. 98872020
 44 / 03

Received F.D. Fee Rs. 100
Vide challan No. / Receipt No. 56 Date 23/5/06

Collector of Stamps Ratnagiri

m. value. 276000

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 12106
Received from Shri. MILIND L. SURVE residing at
at Mumbai
Rupees Eleven thousand fifty no. D. by Rs. 110.50
India Branch Retrospective in the State Bank of
Certified under Section 32(1)(b) of the Stamp Act, 1899 Dated 23/5/06
Duty of Rs 110.50
vide Article no. 25 of Schedule
This certificate is subject to the provisions of Section 53A of Bombay Stamp Act, 1958
Place Ratnagiri
Date 23/5/06
Collector of Stamps Ratnagiri

DEED OF ASSIGNMENT

THIS INDENTURE MADE AT KHED ON THIS 30TH DAY OF MAY BETWEEN:



1. SHRI INDER SURVE, AGED 29 YEARS, PROPRIETOR OF M/S GOURAV CHEMICALS, RESIDENT OF A/10, MAHAVIR VILLA, 119/120, GARODIA NAGAR, GHATKOPAR (E), MUMBAI-400 077

(HEREINAFTER CALLED THE ASSIGNOR)

AND

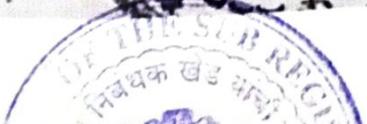
1. SHRI INDER 'L. SURVE, AGED 29 YEARS, PARTNER OF M/S GAURAV CHEMICALS, RESIDENT OF A/10, MAHAVIR VILLA, 119/120, GARODIA NAGAR, GHATKOPAR (E), MUMBAI-400 077

2. SHRI MILIND L. SURVE, AGED 26 YEARS, PARTNER OF M/S GAURAV CHEMICALS, RESIDENT OF A/10, MAHAVIR VILLA, 119/120, GARODIA NAGAR, GHATKOPAR (E), MUMBAI-400 077

(HEREINAFTER CALLED THE ASSIGNEE)



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FURTHER, THE TERMS OF ASSIGNOR AND ASSIGNEE SHALL DEEMED MEAN AND INCLUDE THEIR SUCCESSORS AND PERMITTED ASSIGNS.

AN AGREEMENT DATED 14TH OCTOBER, 2005 MADE AT RATNAGIRI BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (MIDC) CONSTITUTED UNDER THE MAHARASHTRA INDUSTRIAL DEVELOPMENT ACT, 1961 AND HAVING ITS PRINCIPAL OFFICE AT ORIENT HOUSE, MANGALORE STREET, BALLARD ESTATE, MUMBAI-400 038, THEREIN CALLED THE GRANTOR AND HEREINAFTER CALLED THE "MIDC" OF THE ONE PART AND THE ASSIGNOR THEREIN CALLED THE LICENSEE OF THE OTHER PART AN APPLICATION MADE BY THE ASSIGNOR TO MIDC FOR THE GRANT TO THEM OF A LEASE OF THE LAND PREMISES KNOW AS PLOT NO.C-17, IN LOTE, TAL. KHED, DIST. RATNAGIRI, ADMEASURING 1834 SQ. MTRS. TOGETHER WITH STRUCTURES STANDING THEREON MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HERETO (HEREINAFTER CALLED TO AS THE PREMISES) MIDC GRANTED TO THE ASSIGNOR A LICENCE AND AUTHORITY TO ENTER UPON THE SAID LAND FOR THE PURPOSES OF BUILDING AND EXECUTING WORKS THEREON AS PROVIDED IN THE SAID AGREEMENT AND ON THE TERMS AND CONDITIONS MENTIONED THEREIN. THE ASSIGNOR HAS PAID THE REQUIRED STAMP DUTY OF RS.TEN THOUSAND TWO HUNDRED TWENTY ONLY (RS.10,220/-) VIDE CHALLAN DATED 2.9.2005.

- 3) BY THE AFORESAID AGREEMENT IT WAS FURTHER AGREED BETWEEN "MIDC" AND THE ASSIGNOR THAT THE ASSIGNOR WILL ACCEPT A LEASE OF THE SAID LAND AND THE FACTORY BUILDINGS ERECTED THEREON FOR A TERM OF 95 YEARS FROM THE DATE OF THE SAID AGREEMENT AT THE YEARLY RENT OF RS.ONE AND ON OTHER TERMS AND CONDITIONS SET OUT THEREIN.
- 4) THE ASSIGNOR HAS ERECTED THE FACTORY BUILDING AND WORKS IN ACCORDANCE WITH THE TERMS OF THE SAID AGREEMENT AND HAS FULFILLED ALL OTHER TERMS AND CONDITIONS THEREOF.
- 5) PURSUANT TO THE SAID AGREEMENT AND ON THE FULFILMENT OF THE TERMS AND CONDITIONS THEREOF THE ASSIGNOR BECAME ENTITLED TO THE GRANT OF A LEASE FROM MIDC FOR PERIOD OF 95 YEARS AND A LEASE DEED TO THAT EFFECT HAS BEEN EXECUTED BETWEEN THE PARTIES ON 14TH OCTOBER, 2005.
- 6) MIDC BY ORDER NO. MIDC/LTP/C-17/1170/2006 DATE 24.04.2006 HAS GRANTED ITS CONSENT FOR TRANSFER AND OF THE ASSIGNOR'S INTEREST UNDER THE PROVISIONS OF THE SAID AGREEMENT DATED 14TH OCTOBER, 2005.
- 7) PURSUANT TO THE ABOVE-REFERRED PROVISIONS OF THE AGREEMENT DATED 14TH OCTOBER, 2005. THE ASSIGNOR HAS PAID A SUM OF RS.3000/-



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(RUPEES THREE THOUSAND) BY WAY OF STANDARD TRANSFER FEE ON
24/04/2006

8) IN TERMS OF THE AFORESAID CONSENT OF MIDC AND DIFFERENTIAL PREMIUM PAID BY THE ASSIGNOR IT IS NECESSARY FOR THE ASSIGNOR TO EXECUTE A TRANSFER AND ASSIGNMENT OF THE INTERESTS UNDER OR BENEFITS OF THE AFORESAID AGREEMENT DATED 14TH OCTOBER, 2005 IN FAVOUR OF THE ASSINGEE.

9) IT IS FURTHER STATED THAT SHRI INDER. L. SURVE AND SHRI. MILIND L. SURVE HAS BROUGHT IN SUM OF Rs. 50,000/- (Rs. FIFTY THOUSAND ONLY) EACH TOWARDS THEIR SHARE OF CAPITAL.

NOW THIS INDENTURE WITNESSES

THE ASSIGNOR HEREBY APPOINT AND TRANSFER UNTO THE ASSIGNEE THE PREMISES TOGETHER WITH ALL YARDS, COMPOUNDS, FENCES, TREES, SEWERS, WAYS, PATHS, RIGHTS, PRIVILEGES, LIABILITIES EASEMENTS AND APPURTENANCES WHATSOEVER TO THE SAID PREMISES OR ANY PART THEREOF BELONGING TO OR IN ANYWISE APPERTAINING OR USUALLY HELD OR OCCUPIED THEREWITH OR REPUTED TO BELONG TO OR BE APPURTENANT THERETO AND ALL THE ESTATE, RIGHTS, TITLE, INTEREST, PROPERTY CLAIM AND DEMAND WHATSOEVER AT LAW AND IN EQUITY OF HIM THE ASSIGNOR OF AND TO THE SAID PREMISES OR ANY PART THERE OF TOGETHER WITH THE FULL AND ABSOLUTE RIGHT AND BENEFIT TO HAVE THE LEASE FROM MIDC AND TO HAVE AND TO HOLD THE SAID PREMISES HEREBY ASSIGNED OR EXPRESSES SO TO BE WITH THEIR APPURTENANCE UPTO THE ASSIGNEE HENCE FORTH FOR THE ENTIRE TERM OF THE LEASE AT THE RENT RESERVED AND SUBJECT TO THE CONDITIONS AND COVENANTS THAT MAY BE CONTAINED IN THE INDENTURE OF LEASE TO BE EXECUTED BY MIDC IN FAVOUR OF THE ASSIGNEE AND THE ASSIGNOR DOTH HEREBY COVENANT WITH THE ASSIGNEE THAT NOTWITHSTANDING ANY ACT, DEED, MATTER OF THING WHATSOEVER BY THE ASSIGNOR OR BY ANY PERSON OR PERONS LAWFULLY OR EQUITABLY CLAIMING FROM UNDER OR IN TRUST FOR THE ASSIGNOR MADE DOWN OMITTED OR EXECUTED OR KNOWINGLY OR WILLINGLY SUFFRED TO THE CONTRARY THE HEREINBEFORE RECIPTED AGREEMENT DATED 14TH OCTOBER, 2005 IS A VALID AND SUBSISTING AGREEMENT IN RESPECT OF THE SAID PRIMISES HEREINBEFORE EXPRESSED TO BE HEREBY ASSIGNED AND IS NO WISE VOID OR VOIDABLE AND THAT NOTWITHSTANDING ANY SUCH THING AS AFORESAID ALL THE RENTS RESERVED AND THE CONVENATS BY THE ASSIGNOR AND THE CONDITIONS CONTAINED IN THE SAID AGREEMENT DATED 14TH OCTOBER, 2005 HAVE BEEN PAID, OBSERVED AND PERFORMED UPTO DATE OF THESE PRESENTS AND THAT NOTWITHSTANDING ANY SUCH THING AS AFORESAID THE ASSIGNOR NOW HAS IN ITSELF GOOD RIGHT AND ABSOLUTE POWER TO ASSIGN THE SAID PREMISES UNTO THE ASSIGNEE FOR THE TERM AND IN MANNER AFORESAID AND THAT IT SHALL BE LAWFUL FOR THE ASSIGNEE FROM TIME TO TIME AND AT ALL TIMES HEREAFTER DURING THE



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SAID TERM PEACEABLY AND QUIETLY TO HOLD POSSESS AND ENJOY THE SAID PREMISES HEREBY ASSIGNED OR EXPRESSED SO TO BE WITH THEIR APPURTENANCES AND RECEIVE THE RENTS AND PROFITS THEREOF FOR THEIR OWN USE AND BENEFIT WITHOUT ANY EVICTION, INTERRUPTION, CLAIM OR DEMAND WHATSOEVER FROM OR BY THE ASSIGNOR OR FROM OR BY ANY OTHER PERSON OR PERSONS LAWFULLY OR EQUITABLY CLAIMING BY FROM UNDER OR IN TRUST FOR THE ASSIGNOR AND THAT FREE AND CLEAR AND FREELY CLEARLY AND ABSOLUTELY ACQUITTED, EXONERATED, RELEASED AND FOREVER DISCHARGED OR OTHERWISE BY THE ASSIGNOR WELL AND SUFFICIENTLY SAVED DEFENDED KEPT HARMLESS AND INDEMNIFIED OF FROM AND AGAINST ALL ESTATES, CHARGES AND ENCUMBRANCES WHATSOEVER MADE EXECUTED OCCASIONED OR SUFFERED BY THE ASSIGNOR OR BY ANY OTHER PERSON OR PERSONS LAWFULLY OR EQUITABLY CLAIMING BY FROM UNDER OR IN TRUST FOR THE ASSIGNOR AND FURTHER THAT THE ASSIGNOR AND ALL PERSONS HAVING OR LAWFULLY OR EQUITABLY CLAIMING BY FROM UNDER OR IN TRUST FOR THE ASSIGNOR SHALL AND WILL FROM TIME TO TIME AND AT ALL TIMES HEREAFTER DURING THE SAID TERM AT THE REQUEST AND COSTS OF THE ASSIGNEE DO AND EXECUTE OR CAUSE TO BE DONE AND EXECUTED ALL SUCH FURTHER AND OTHER LAWFUL AND REASONABLE ACT, DEEDS, THINGS, MATTERS AND ASSURANCES IN LAW WHATSOEVER FOR FURTHER AND MORE PERFECTLY AND ABSOLUTELY ASSURING THE SAID PREMISES HEREBY ASSIGNED OR EXPRESSED SO TO BE AND EVER PART THEREOF UNTO AND THE USE OF THE ASSIGNEE FOR THE RESIDUE OF THE SAID TERM AND IN MANNER AFORESAID, AS SHALL OR MAY BE REASONABLY REQUIRED AND THE ASSIGNOR DOETH HEREBY COVENANT WITH THE ASSIGNEE THAT THE ASSIGNOR HAS NOT DONE, OMITTED OR KNOWINGLY OR WILLINGLY SUFFERED OR BEEN PARTY OR PRIVY TO ANY ACT DEED OR THING WHEREBY THE ASSIGNOR IS PREVENTED FROM ASSIGNING THE SAID PREMISES IN MANNER AFORESAID OR WHEREBY THE SAME OR ANY PART THEREOF ARE / IS CAN OR MAY BY CHARGED ENCUMBERED OR PREJUDICIALLY AFFECTED IN ESTATE TITLE OR OTHERWISE HOWEVER AND THE ASSIGNEE BOTH HEREBY COVENANT WITH THE ASSIGNOR THAT THE ASSIGNEE WILL HENCEFORTH DURING THE SAID TERM PAY THE RENTS RESERVED BY AND PERFORM ALL THE CONVENANTS BY THE ASSIGNEE AND CONDITIONS CONTAINED IN THE SAID AGREEMENT DATED 14TH OCTOBER, 2005 AND KEEP INDEMNIFIED THE ASSIGNOR AND ITS ESTATE AND EFFECTS FROM AND AGAINST THE PAYMENT OF THE SAID RENT AND THE OBSERVANCE AND PERFORMANCE OF THE SAID COVENANT AND ALL ACTIONS, PROCEEDINGS, COSTS, DAMAGES, CLAIMS, DEMANDS AND LIABILITY WHATSOEVER FOR OR ON ACCOUNT OF THE SAME OR IN ANY WISE RELATION THEREOF.



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SCHEDULE OF THE PROPERTY

(DESCRIPTION OF LAND)



ALL THAT PIECE OR PARCEL OF LAND KNOWN AS PLOT NO. C-17 IN THE
LOTE-PARSHURAM INDUSTRIAL AREA, WITHIN THE VILLAGE LIMITS OF LOTE
AND OUR SIDE THE LIMITS OF KHED MUNICIPAL COUNCIL, TALUKA AND
REGISTRATION SUB-DISTRICT KHED AND REGISTRATION DISTRICT,
RATNAGIRI CONTAINING BY ADMEASUREMENTS 1834 SQUARE METERS OR
THEREABOUTS AND BOUNDED BY RED COLOURED BOUNDARY LINE ON THE
PLANT ANNEXED THERETO THAT IS TO SAY :-

ON OR TOWARD THE NORTH BY : 51.0 M WIDE ROAD

ON OR TOWARDS THE SOUTH BY : PLOT NO. C-18

ON OR TOWARDS THE EAST BY : PLOT NO. C-16

ON OR TOWARDS THE WEST BY : MIDC ROAD 20.0 M RLW

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SIGNED AND DELIVERED BY THE
WITHIN NAMED ASSIGNOR

1. SHRI INDER SURVE

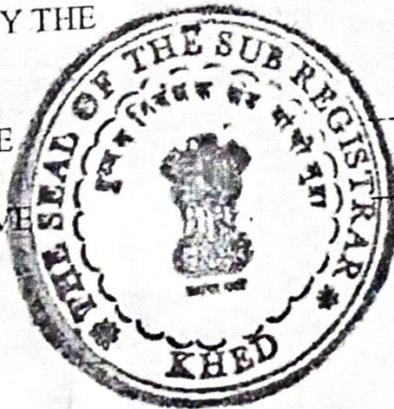
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SIGNED AND DELIVERED BY THE
WITHIN NAMED ASSIGNEE

1. SHRI INDER L. SURVE

2. SHRI MILIND L. SURVE

[Handwritten signature]



WITNESSES :

1. Pramod Ramprasad Shukla
A/5, 204, Hajangini Enclave
Banare village Road
Kalyan (W) - 421301.

2. Pundalik Kaluram Tembare
At post - Kotwadi

[Handwritten signature]

NOTE - PARSHURAM INDUSTRIAL AREA
 VILLAGE - AWASHI
 TAL. KHED, DIST. RATNAGIRI

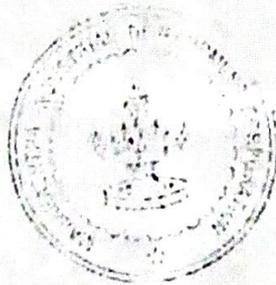
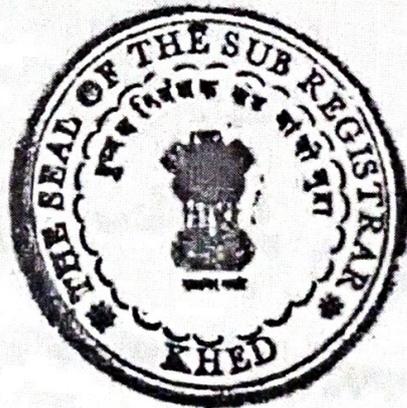
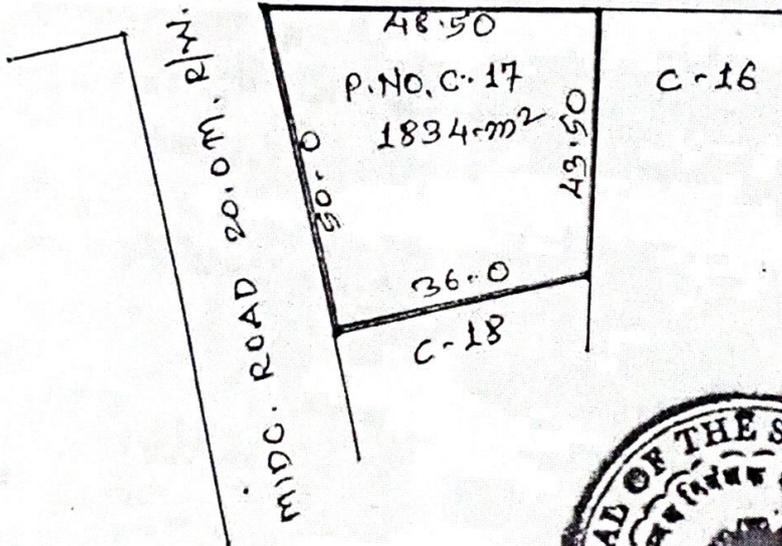
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SCALE
 1 cm. = 10 mts.

91.0 M. WIDE ROAD

E.P. LINE



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5th Floor, Jawahar Nagar (S. G. SAWANT)
 power of attorney to Shri
 Lakshman D. Surve
 on 7-8-97
 Regional Officer,
 M. I. D. C. Ratnagiri.

Prepared By
[Signature]
 (R. P. NIKAM)
 Head Surveyor,
 M. I. D. C., Ratnagiri.

दस्त गोपवारा भाग - 2

कडर
दस्त क्रमांक (554/2006)
C/C

पावती क्र. (कडर-554-2006) चा गोपवारा
पावती क्र. : 276000 मोबदला 276000 भरलेले मुद्रांक शुल्क : 11050

दस्त होजर केल्याचा दिनांक : 17/05/2006 03:40 PM

विवादाचा दिनांक : 03/05/2006

दस्त होजर करणा-याची सही :

For GAURAV CHEMICALS

पावती क्र.: 554 दिनांक: 17/05/2006

पावतीचे वर्णन

नाव: मिलींद एल. सुर्वे, भागीदार मे. गौरव
केमिकल्स

2760 : नोंदणी फी

160 : नफकल (अ. 11(1)), पृष्ठांकनाची नफक.
(अ. 11(2)),

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

2920: एकूण

[Signature]
दु. निबंधकाची सही, खंड

दस्ताचा प्रकार : 25) अभिहस्तांतरणपत्र

शिवका क्र. 1 ची वेळ : (सादरीकरण) 17/05/2006 03:40 PM (Partner)

शिवका क्र. 2 ची वेळ : (फी) 17/05/2006 03:46 PM

शिवका क्र. 3 ची वेळ : (कवुली) 17/05/2006 03:47 PM

शिवका क्र. 4 ची वेळ : (ओळख) 17/05/2006 03:47 PM

दस्त नोंद केल्याचा दिनांक : 17/05/2006 03:47 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) संतोष नारायण विचारे, घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: चिपळूण

तालुका: चिपळूण

पिन: -

2) सुब्रमण्यम स्वामी पलणी, घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: विनायक दर्शन

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: डोंबिवली (प)

तालुका: जि. ठाणे

पिन: -

[Signature]
S. M. N. N.

[Signature]
S. P.

प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण... आठ... पाने आहेत

[Signature]
दु. निबंधक, खंड

पहिले नंबरचे मुद्रांक
554 नंबरची नोंदला





17/05/2006

दुय्यम निबंधका

दस्त गोषवारा भाग-1

कडर

दस्त क्र 554/2006

47.59 pm

खेड

७।८

दस्त क्रमांक : 554/2006

दस्ताचा प्रकार : अभिहस्तांतरणपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: मिलींद एल सुर्वे, भागीदार मे. गौरव केमिकल्स
पत्ता: घर/फ्लॅट नं: ए-10
गल्ली/रस्ता: -
ईमारतीचे नाव: महावीर व्हिला
ईमारत नं: -
पेट/वसाहत: गरोडिया नगर
शहर/गाव: धाटकोपर
तालुका: मुं

लिहून घेणार

वय 26

सही



2 नाव: इंदर एल सुर्वे, भागीदार मे. गौरव केमिकल्स
पत्ता: घर/फ्लॅट नं: ए-10
गल्ली/रस्ता: -
ईमारतीचे नाव: महाविर व्हिला
ईमारत नं: -
पेट/वसाहत: गरोडिया नगर
शहर/गाव: धाटकोपर
तालुका: मुं

लिहून घेणार

वय 29

सही

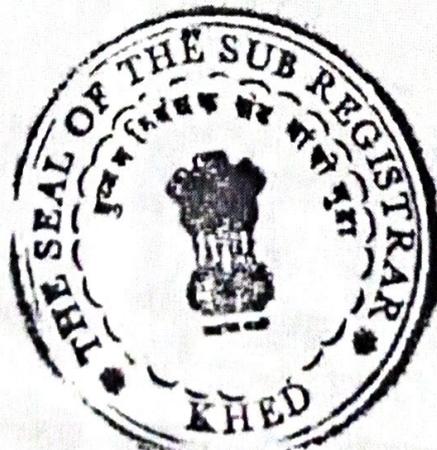


3 नाव: इंदर एल सुर्वे, प्रो.प्रा. मे. गौरव केमिकल्स
पत्ता: घर/फ्लॅट नं: ए-10
गल्ली/रस्ता: -
ईमारतीचे नाव: महाविर व्हिला
ईमारत नं: -
पेट/वसाहत: गरोडिया नगर
शहर/गाव: धाटकोपर
तालुका: मुं

लिहून देणार

वय 29

सही



MIDC

Office Address: - Office of the Regional Officer, MIDC Mirjole Industrial Area, Near
J.K.Files Co., Ratnagiri-415 639.

Phone No 228801.

NO/MIDC/LTP/C-17/1170

12006

DT. 24.6.2006

Sub :- Plot No. C-17
From the Lote-Parshuram Industrial Area
Request for grant of consent for transfer of.

Read :- Letter dated the 10/04/2006
From Shri. Inder Surve,
Prop. of M/s. Gaurav Chemicals.

ORDER

LEASE dated:- 14th day of October 2005.

LESSEE :-

Shri. Inder Surve,
Prop. of M/s. Gaurav Chemicals.

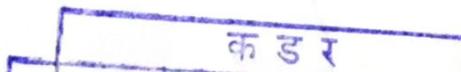
TRANSFeree :-

1) Shri Inder L. Surve,
2) Shri. Milind L. Surve,
Partners of M/s. Gaurav Chemicals.

By a marginally noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessee's the Corporation in consideration of the Stipulations and conditions on the part of the Lessee's therein contained granted in favour of the Lessee's a Lease of the above plot of land and the buildings and corrections erected thereon in the manner specified in the said Lease. The Lease in pursuance of sub-clause (v) of clause 2 of the said Lease represented to the Corporation for grant to his of consent for transfer

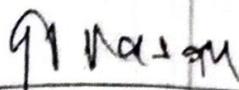
and assignment of its interest therein in favour of Shri. Inder L. Surve & Shri. Milind L. Surve, Partners of M/s. Gaurav Chemicals. (Hereinafter called "the transferee"). The Corporation has after due consideration of the said request of the Lessee's decided to grant his consent to the transfer and assignment of his interest under the said lease subject to the following conditions: -

- The consent hereby granted is subject to the payment to the Corporation by the Lessee's of the sum of Rs3,000/- as and by way of Standard Transfer Fee which is paid on 24/04/2006.
- The lessee shall deliver at the Lessee expense a copy of the Deed of Assignment to the Corporation as provided in sub-clause (w) of clause 3 of the said Lease and such copy shall be furnished in duplicate.



- c) This consent is restricted to the transfer and assignment of the said Lease in favour of the Transferee alone and in case the Transferee propose to make any further transfer or assignment or parting wholly or partially with the possession of the plot of land demised under the sale lease or any part thereof the transferee will have to make a fresh application for consent.




Regional Officer,
M.I.D.C., Ratnagiri.

TO,

✓ Shri. Inder Surve,
Prop. of M/s. Gaurav Chemicals, Plot No.C-17,
Lote-Parshuram Industrial Area,
Tal-Khed, Dist- Ratnagiri.

Copy to: _
Shri. Inder L. Surve & Shri. Millnd L. Surve,
Partners of M/s. Gaurav Chemicals,
Plot No.C-17, Lote-Parshuram Indl.Area,
Tal-Khed, Dist-Ratnagiri.

Copy fwcs. to:-

1) The Executive Engineer, MIDC, Chiplun.

Copy to:-

1) The Dy.Engineer, MIDC, Chiplun.



कार्यालयाचा पत्ता:- प्रादेशिक अधिकारी यांचे कार्यालय, म.ओ.वि.महामंडळ,
ज.के.फाईल कंपनी जवळ, रत्नागिरी- ४१५६३९.

फोन नं. २२८८०१
रजिस्टर पोष्टाने.

जा.क्र./प्राअर/लोटे/सी-१७/ ११९९ /२००६
दिनांक:- २४.४.२००६

प्रति,
श्री. इंदर सुर्वे,
मालक मे. गौरव केमिकल्स,
भूखंड क्रमांक सी-१७,
लोटे-परशुराम औद्योगिक क्षेत्र,
ता. खेड, जि. रत्नागिरी.

विषय:- लोटे-परशुराम औद्योगिक क्षेत्र भूखंड क्रमांक सी-१७,
हस्तांतर..

संदर्भ :- आपले दिनांक १०/०४/२००६ चे पत्र..

महोदय,

कृपया संदर्भीय पत्राचे अवलोकन व्हावे.

लोटे-परशुराम औद्योगिक क्षेत्रातील आपणांस वाटप केलेल्या भूखंड क्रमांक सी-१७ चे
मालकी तत्वावरून भागीदारी तत्वावर हस्तांतर करणेसाठी कृपया खालील बाबींची पूर्तता करावी.

हस्तांतर शुल्क रुपये ३०००/- डी.डी. द्वारे या कार्यालयात भरणा करावी. सदर डी.डी.
हा प्रादेशिक अधिकारी, मओविमहामंडळ, रत्नागिरी यांचे नांव रत्नागिरी शाखेवरील कोणत्याही
राष्ट्रीयकृत बँकेचा असावा.

भूखंडाचे वार्षिक भू-भाडे सन १९९८ ते २००६ प्रतिवर्ष रुपये १/- प्रमाणे रुपये ९/-
वरील पूर्तता हे पत्र मिळालेपासून दहा दिवसांचे आत करावी.



आपला विश्वासू,

(Handwritten signature)

प्रादेशिक अधिकारी,
म.ओ.वि.म., रत्नागिरी.



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द.क्र. १९४/२०२०
९७/९३



APPENDIX "K"

OCCUPANCY CERTIFICATE

No. EE/CPN/DB/Lote/C-17/1194/Of 2003
Office of the Executive Engineer,
MIDC, Environment division,
Chiplun. 415 604
Date: - 18/08/2003

To,

M/s. Gaurav Chemicals
Plot No. C-17, MIDC,
Lote Parshuram Indl. Area.

Dear Sir,

This is certify that the development work/ erection/ re-erection or alteration in / of building/ part building/ Factory Shed on Plot No. C-17, in Zone 'D'+ situated at Lote Street/ Road ----- of Lote Parshuram Indl. Area completed under the supervision of Shri R.D. Karandikar, Engineer, Registered with Municipal Council Chiplun 38/99 CD-21/2/2000.

This occupancy certificate is meant for the buildings sanctioned vide this office Letter No. 1082 dated- 25/07/2003 (Plinth Area 212.74 m²) Built up area 405.74 m².

Thanking you,

Yours faithfully,

—sd—

Executive Engineer
M.I.D.C. Environment Division,
CHIPLUN

- ✦ Copy submitted to the Jt. C.E.O. MIDC, Mumbai-93 for favour of information please.
- ✓ ✦ Copy to Shri R.D. Karandikar, Architect, 1, Recon Plaza, Mumbai-Ges National Highway Chiplun. 415 605
- ✦ Copy f.w.cs. to The Regional Officer, MIDC, Ratnagiri for information please.
- ✦ Copy to Deputy Engineer, MIDC, Utility Sub Division Chiplun for information.
- ✦ Copy to guard file.


Executive Engineer
M.I.D.C. Environment Division
CHIPLUN

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

APPENDIX 'D'

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

No.EE/CPN/DB/Lote/C-17/ 1509 /of 2000
Office of the Executive Engineer
MIDC Environment Division
Kherdi Indl. Area Plot No. O.S.-5
Kherdi Chiplun -415 604.

Date: 28/8/2000

To,
M/s. Gaurav Chemicals
Plot No. C-17, M.I.D.C.,
Lote Parshuram Industrial Area.

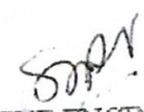
Sir,

With reference to your application No. Nil dt. 26/07/2000 for grant to sanction of commencement certificate to carry out development work and Building permit under Section 45 of MR & TP Act 1966 to erect factory on Plot No. C-17 of " D " Zone situated at Road/Street MIDC in Lote Parshuram Industrial Area, the commencement / Building permit is granted subject to the following conditions.

1. The Land vacated in consequence of the enforcement of the set- back rule part of the public street.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/ Building Permit shall be remain valid for a period of one year commencing from the date of its issue.
4. This permission does not entitle you to develop the land, which does not vest in you.
5. Minimum two trees in plots 200 Sq.m. and such number of trees at the rate of one tree per 100 Sq.m. for plots more than 200 Sq.m in area shall be planted and protected.
6. In case of Group housing, minimum two trees per tenement shall be planted and protected.

Thanking you,

Yours faithfully


EXECUTIVE ENGINEER
MIDC ENVIRONMENT DIVISION
CHIPLUN

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Regional Officer, Mirjole Indl. Area, Near J.K. Files Co., Ratnagiri-422119.

Phone No. (02352) 228801

E-mail- ratnagiri@midc.maharashtra.gov.in



By Regd. Post A.D.

NO/ROR/LTP/C-17/E-62877/2019

Date: -

6 DEC 2019

Sub: - Plot No. C-17 from the Lote-Parshuram Industrial Area
Request for grant of consent for Transfer.

Read: - Letter dated the 25.09.2019 from Shri. Milind L. Surve.
Part. of M/s. Gaurav Chemicals.

ORDER

Lease : 14th October 2005

Lessee :

Shri. Inder Laxman Surve.,
Prop. Of M/s. Gaurav Chemicals

Ist Transferee :

Shri. Inder Laxman Surve,
Shri. Milind Laxman Surve,
Partners of M/s. Gaurav Chemicals

IInd Transferee :

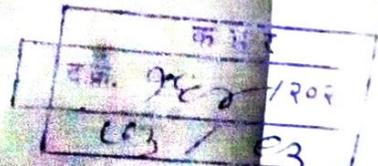
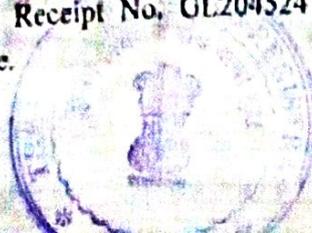
Shri. Milind Laxman Surve,
Shri. Jitender Hinchhamani Mishra,
Partners of M/s. Gaurav Chemicals.

By a above noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessees the Corporation in consideration of the stipulations and conditions on the part of the Lessee therein contained, granted in favour of the Lessees a Lease of above plot of land bearing No. C-17 admeasuring 1834 M² and the building and erections erected thereon in the manner specified in the said Lease. The Lessees in pursuance of sub-clause (w) of Clause 2 of the said Lease represented to the Corporation for grant to them of consent for transfer and assignment of their interest under or the benefit of

the said Lease in favour of Shri. Inder Laxman Surve, Shri. Milind Laxman Surve, Partners of M/s. Gaurav Chemicals (hereinafter called "the Ist Transferee"). The Corporation has after due consideration of the said request of the Lessee decided to grant its consent to the transfer and assignment of their interest under the said lease in favour of Ist Transferee on recovery of Standard transfer fee vide Transfer Order dated 24.04.2006.

The Ist Transferee in pursuance of sub-clause (w) of clause 2 of the said Lease represented to the Corporation for grant to them of a consent for transfer and assignment of their interest under or the benefit of the said Lease in favour of Shri. Milind Laxman Surve, Shri. Jitender Hinchhamani Mishra, Partners of M/s. Gaurav Chemicals (hereinafter called "the IInd Transferee"). The Corporation has after due consideration of the said request of the Lessees decided to grant its consent to the transfer and assignment of their interest under the said lease in favour of IInd Transferee subject to following conditions :

The Lessee shall paid to the Corporation the sum of Rs. 1,20,800/- (Rupees One lakh Twenty thousand Eight hundred only) as and by way of Differential Premium which is paid on 04.12.2019 vide Receipt No. GL20452472 by way of online payment at Single Window Clearance.



- b. The consent is restricted to the transfer and assignment of the said Lease in favour of the transferee alone and in case the transferee propose to make any further transfer of assignment or parting wholly or partially with the possession of the plot of land or any part thereof the transferee will have to make a fresh application for consent.
- c. The Transferee shall obtain & produce requisite permissions/approvals for their project from the concerned appropriate authorities/Departments.
- d. The Transferor & Transferee undertake to abide by all the Circulars, Notification, rules framed as per the provision of the MID Act from time to time as well as the DC Rules & Regulation prevalent in the said Area.



Regional Officer,
M.I.D.C., Ratnagiri.

To,

Shri. Inder Laxman Surve & other,
Partners of M/s. Gaurav Chemicals,
Plot No.C-17, Lote Parshuram Indl.Area,
Tal. Khed, Dist. Ratnagiri.

Copy f.w.c.s.to:-

✓ Shri. Milind Laxman Surve & other,
Partners of M/s. Gaurav Chemicals,
Plot No.C-17, Lote Parshuram Indl.Area,
Tal. Khed, Dist. Ratnagiri.

Copy Submitted to: -

The Executive Engineer, MIDC Division Ratnagiri for information & necessary action.

Copy f.w.es to :-

The Deputy Engineer (U), MIDC, Sub-Div. Chiplun for information & necessary action.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



Regional Office, Near J K Files Co., Mirjole Industrial Area, Ratnagiri.

By R.P.A.D.

NO.MIDC/RO/LTP/D-67004 /2019

Date:

13 DEC 2019

Sub: Plot No. C-17 from Lote- Parshuram Industrial Area.
Creation of Mortgage/Charge in respect of...

Read: Letter dated the 07.12.2019 from
Shri.Milind L.Surve, Part.of M/s.Gaurav Chemicals

*** CONSENT***

Lease dated 14.10.2005 &
Deed of Assignment dated 03.05.2006

Lessees :

Shri. Milind Laxman Surve,
Shri.Jitender Hinchhamani Mishra,
Partners of M/s. Gaurav Chemicals.

Financial Institution:

The Cosmos Co.Op.Bank Ltd.,
Airoli Branch.

Rs. 1,50,00,000/-
(Rs. One crore Fifty lakh only)

AND WHEREAS in Pursuance of Sub-Clause (v) of Clause-2 of the marginally noted Lease of Plot No. C-17 in Lote Parshuram Industrial Area executed by the Maharashtra Industrial Development Corporation in favour of the Lessee consent is hereby accorded to the mortgage/charge by the Lessee of Lessee's interest under the aforesaid in favour of the above noted Financial Institution subject to the following conditions.

(a) The Amount of the loan shall not exceed **Rs.1,50,00,000/- (Rs. One crore Fifty lakh only).**

(b) This consent hereby granted is restricted to the above loan and in case the Lessee propose 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.

(b-1) "In the event of Sale, the Financial Institution shall ensure that, the proposed activity of the Purchaser shall be the same for which the plot is allotted and the Corporation (the grantor/lessor) will not allow any change."

c) That in the event of the Financial 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 Corporation the entire amount of unearned income from the said plot of land (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 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 the rate of Rs. 150/- per sq.mtr. PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage or charge so created and the debt 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 Lessees to mortgage only a part of the demised premises hereinabove referred to:-

e) The Lessee and Financial Institution will execute an Agreement with this Corporation in the prescribed form incorporating the conditions.

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

g) The consent issued vide No.MIDC/ROR/LTP/C-17/C-33376/2019 dated 18.07.2019 is treated as cancelled.



REGIONAL OFFICER
MIDC RATNAGIRI.

To,
Shri. Milind Laxman Surve & other 1,
Partners of M/s. Gaurav Chemicals,
Plot No. C-17,
Lote Parshuram Industrial Area,
Tal. Khed, Dist. Ratnagiri.

Copies f.w.cs. to:

- 1) ✓ The Branch Manager, the Cosmos Co.Op.Bank Ltd., Mumbai Regional Office B-2, Basement, Kusumanjali Mhaskar Bldg., Mouje, Gokhale Road, Naupada, Thane (West) – 400602 for information.



महाराष्ट्र MAHARASHTRA
कोषागार कार्यालय, ठाणे
11 DEC 2019
मुद्रांक प्रमुख लिपीक / लिपीक

2019

18 DEC 2019

WA 310836



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[Handwritten signature]

THIS AGREEMENT made at Ratnagiri this 26th day of Dec. Two Thousand Nineteen BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a corporation established under the Maharashtra Industrial Development Corporation Act, 1961 and having its office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400 093 (hereinafter called "the Lessor" which expression shall, unless the context does not so admit include its successors and assigns) of the First Part:

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[Handwritten signature]

[Handwritten signature]
[Handwritten signature]



[Handwritten signature]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

© 2019 ©

VX 010643



18 DEC 2019

20 DEC 2019

SHRI. MILIND LAXMAN SURVE & SHRI. JITENDER HINCHHAMANI MISHRA, PARTNERS OF M/S. GAURAV CHEMICALS and having their registered office at Plot No. C-17, MIDC, Lote Parshuram, Tal- Khed, Dist- Ratnagiri (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:-

T. Surve

J. Mishra

Ratnagiri



2019

AND The Branch Manager, The Cosmos Co-Op. Bank Ltd, Branch Airoli, Thane (hereinafter referred to as the "Financial Institution which expression shall unless does the context does not so admit, include its successors and assigns) of the Third Part:

AND WHEREAS:

(a) By an indenture of the Lease dated the **14th day of October, 2005 & Deed of Assignment dated 03rd day of May 2006** (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 No. 975** on the **14th day of October, 2005 & Serial No.554 on the 17th day of May 2006** 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-17** in the **Lote Parshuram Industrial Area**, within the village limits of **Awashi** Taluka and Registration Sub-District **Khed** District and Registration District **Ratnagiri** containing by admeasurements **1834** Square Meters or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule hereunder 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 **01st day of October, 1997** subject to the payment of rent and on the terms, covenants and conditioned 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 **The Cosmos Co-Op. Bank Ltd, Branch Airoli, Thane** as security for repayment of the loan of **Rs. 1,50,00,000=00 (Rs. One Crore Fifty Lakh Only)** against the said security and the said loan are still outstanding.

(c) The Lessee has requested the Financial Institution to advance to the Lessee certain loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called "the said Loans") 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;

J. M. ...

...

...

(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;

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. 1,50,00,000=00 (Rs. One Crore Fifty Lakh Only)** in the aggregate. The permission hereby granted will not authorize the Lessee to mortgage only the 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 hereof or have the same sold for realizing the security in their favour subject, however, 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 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 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 Lessees to the Lessor in respect of the said plot of land at the time of allotment viz., premium calculated at the rate of **Rs. 150/- per Square Meters** 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 undercharged debt shall be absolute as set out in condition (a) as above;

“In the event of sell the financial Institution shall ensure that the proposed activity of the purchaser shall be same for which the plot is allotted and the corporation (The grantor/Lessor) will not allow any change.”

(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 Lessees 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;

(d) In the event of the Lessee committing any default or committing breach of any of the 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:

(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 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 Lessees 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.

1 chg 

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 has set his hand, thereto and the Financial Institution have caused these presents to be executed under the hands of its authorized representatives the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece of land known as **Plot No. C-17** in the **Lote Parshuram Industrial Area** within the village limits of **Awashi Taluka** and Registration Sub-district **Khed** District and registration District **Ratnagiri** Containing by admeasurement **1834 Square Meters** or thereabouts and bounded as follows that is to say: -

- On or towards the North by : 51.00 Mtr. Wide Road.
- On or towards the South by : Plot No. C-18.
- On or towards the East by : Plot No. C-16
- On or towards the West by : MIDC Road 20.00 M.R/W.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of Loans)

Name of the Financial Institution Amount of the loan agreed to
be advance Rs.

The Cosmos Co. Op. Bank Ltd., Rs.1,50,00,000=00
Branch Airoli, Thane. (Rs. One Crore Fifty Lakh Only)

J. Mishra









SIGNED, SEALED AND DELIVERED

by the within Name **SHRI. H. B. Vengurdekar**

The ~~Regional Officer~~ / Area Manager,

for and on behalf Of the within named

**MAHARASHTRA INDUSTRIAL
DEVELOPMENT CORPORATION,**

in the presence of :-

[Signature]
Area Manager
M. I. D. C. Ratnagiri.

1. *Shri S. A. Gawade*
Asstt. Area Manager *[Signature]*

2. *Shri. P. C. Kasare* *[Signature]*
Assistant

SIGNED, SEALED AND DELIVERED by

By the within name lessee

**SHRI. MILIND LAXMAN SURVE &
SHRI. SHRI. JITENDER HINCHHAMANI
MISHRA, PARTNERS OF
M/S. GAURAV CHEMICALS**

In the presence of :-

1. *Shri. Anand D. Gavali* *[Signature]*

2. *Dinesh B. Shinde* - *[Signature]*

For GAURAV CHEMICALS
[Signature]
J. Mishra
Partner

SIGNED, SEALED AND DELIVERED by

The within named Financial Institution

**Branch Manager, The Cosmos Co. Op. Bank
Ltd., Branch Airoli Thane** by the hand of

Shri *Ms. Deepali Rajalgiwar*

Its constituted Attorney in the presence of :-

1. *[Signature]*

2. *[Signature]*



NOTE - PARSHURAM INDUSTRIAL AREA

VILLAGE - AWASHI

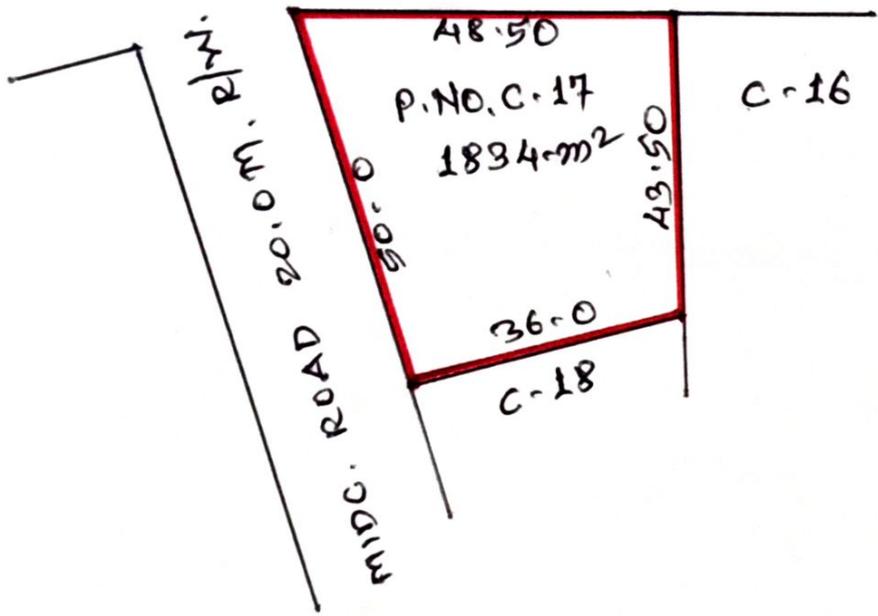
TAL - KHED, DIST - RATNAGIRI



SCALE
1 CM. = 10 MTS.

91.0 M. WIDE ROAD

E.P. LINE



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*5th Inter state highway
now of authority to the
Laxman A. Surve
on 7-8-99*

[Handwritten signature]

(S. S. SAWANT)
Regional Officer,
M. I. D. C. Ratnagiri.

Prepared By
[Handwritten signature]
(R. P. Nikam)
Head Surveyor,
M.I.D.C., Ratnagiri.

original

For Proprietary Concern

To be used for area falling outside the limits of Municipal Corporation/
Councils/Planning Authorities like CIDCO/BMRDA.



An Agreement made at ~~Mumbai-93~~ Ratnagiri

the _____ day of _____ One thousand nine
hundred and ninety seven BETWEEN THE
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 Marzban Path, Ballard Estate, Mumbai-400 038, hereinafter
called the "Grantor" (which expression shall, unless the context does not
so admit, include its successors and assigns) of the One Part AND
SHRI Index surve, proposed partnership

trading as a ~~Proprietor~~ in the name and style
of MESSRS. _____

and having his/her office/place of business at 0-4, Mahakya mahal
plot No. 130, Garodia Nagar, Ghatkoper (East), Bombay - 400177

hereinafter called "the Licensee (which expression shall unless the context does not so admit include their survivors or survivor and the heirs, executors, administrators and permitted assigns of such last survivor) of the other Part :

Recitals.

WHEREAS, the Licensee has applied to the Grantor for grant to him/ her of a lease of the land and premises hereinafter described, which the Grantor has agreed to grant to them upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer"), the sum of Rs. *2,75,100/- only*

(Rupees *Two lakh seventy five thousand one hundred only*) being the amount to premium payable by the Licensee.

Grant of Licence.

NOW IT IS HEREBY MUTUALLY AGREED as follows :

1. During the period of Three years from the date hereof the Licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunderwritten and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

Not to demise

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

Submission of plans for approval.

3. The Licensee hereby agree to observe and perform the following stipulations that is to say :-

(a) That he/ she will within 36 month from the date hereof submit to 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 and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his approval to the specifications, plans, elevations, sections and details of the factory buildings hereby the agreed by the Licensee to be erected on the said land and the Licensee shall at his/her own cost and as often as he/ she may be called upon to do so amend all or any such plans and



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elevations and if so required will produce the same before the Executive Engineer and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him the Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer *

(b) The said plot of land shall be fenced in during construction by the Licensee at his/her expense in every respect. *

Fencing during construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder-written as also Municipal regulations so far as the same are applicable to the land the subject of these presents nor until a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and the said plans and elevations shall have been so approved as aforesaid and thereafter he/she shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved. *

No work to begin until plans are approved

(d) That he/she shall within a period of 36 months from the date hereof commence, and within a period of three years from the said date at his/her own expenses and in a substantial and workman like manner and with new and sound materials and in compliance with all Municipal rules, bye-laws and regulations applicable and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunderwritten, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto.

Time limit for commencement and completion of construction work

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees in the open space on the periphery of the said land (one tree per 200 sq. mtrs. and one tree at a distance of 15 metres on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

Planting of trees in the open space.

(f) That he/she will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Rates and Taxes.

(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may 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 Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service

Fees or Service Charges to be paid by the licensee.



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charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 17.5 per cent from the date of default in payment.

Indemnity.

(h) That he/she will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining building or other premises by such building or in consequence of the execution of the aforesaid works and also against all payment 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.

Sanitation.

(i) That he/she shall 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 & shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

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

(j) The Licensee 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 conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

Excavation.

(k) That he/she will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

Insurance.

(l) That he/she will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensees against damage by fire in an Insurance Company having an office in Mumbai and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer. the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.



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(m) That he/she will not directly or indirectly transfer, assign, sell, encumber or part with his/her interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

Benefit of agreement not assignable.

(n) That he/she shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder written for any purpose which may be offensive by reason of emission or odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or firehazards, and shall duly comply with the directions which may from time to time be issued by the said 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.

Nuisance

(o) That he/she shall at his/her own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer.

Access Road.

(p) That in employing skilled and unskilled labour he/she shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Preference In employment of Labour

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a License has been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power to terminate Agreement.

5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers. :

Power of Grantor.

(a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To enter and inspect.

(b) (i) In case the Licensee shall fail to complete the said factory building 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 shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulation on his/her part herein contained,

To resume land.

right and power to re-enter through the Chief Executive officer, upon and resume possession of the said land and everything thereon and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee 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 Grantor against the Licensee ;

(ii) To continue the said land in the Licensee's occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer, and

(iii) To direct removal or alteration of any building or structure erected or used contrary to conditions of the grant within the time prescribed in that behalf and on such removal or alternation not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrear of land revenue.

(c) All building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

Extension
of time.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein continued or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3 (d) above if he is satisfied that the building and works could not be completed within the prescribed time for reason beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Grant of
Lease.

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ninety five years from the date hereof at the yearly rent of Rupee one.



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8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of the Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee alone.

**Form of
Lease.**

9. All notices, consents and approvals to be given under the Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

Notice

10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

**Grantor
may alter
estate Rules.**

11. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

**Marginal
Notes.**

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunder written the former shall prevail.

**Conflict
between
Agreement
and Rules.**

13. For the purposes of this Agreement of Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/the Regional Officer / the General Manager (legal) / the Area Manager and any other officer specially authorised by the Chief Executive Officer

IN WITNESS WHEREOF Shri S. S. Sawant

~~the Chief Executive Officer / the Jt. Chief Executive Officer / the Deputy Chief Executive Officer / the Regional Officer / the General Manager (legal) / the Area Manager~~ of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation, hereto on its behalf and the Licensees have set his/her hands hereunto the day and year first above written.

FIRST SCHEDULE
(Description of Land)

All that piece of land known as Plot No.(*) C-17
In the lote-parshuram Industrial
Area, within village limits of Awashi and within
the limits of _____ Municipal Council/outside
the limits of khed Municipal Council, Taluka
khed District Raichavni containing by
admeasurement 1834 Square Metres or
thereabouts and bounded as follows, that is to say -

- on or towards the north by - 51.0 m wide Road
on or towards the south by - plot No. C-18
on or towards the east by - plot No. C-16
on or towards the west by - M.Z.D.C. Road 20.0m R/W

SECOND SCHEDULE
(Building Regulations)

1. The Building Regulation of 'A' class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial Area.
2. The periphery of the plot shall be utilised for the purpose of planting trees. At least one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road of part thereof.
3. The Licensee 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 set out in the Third Schedule hereunder written.
4. The Licensee shall obtain a No Objection Certificate from the 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 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.
5. No construction work shall be commenced unless the plans, elevations and section have been approved by the officer authorised by the Grantor and no addition or alteration to building, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one



23
24
25
26
of
fire

Licensee is concerned with the same boundary mark, the officer authorised by the Grantor shall allocate this obligation suitably.

7. Building plans in triplicate as Approved by the Executive Engineer, MIDC,

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provision shall not apply to the manufacture of fertilizers from previously processed material which have no noxious odours or fumes and which do not produce noxious odours of 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 animals 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 processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosive or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable product of 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 reductions, 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 & 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, vibrations or fire-hazards.



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FOURTH SCHEDULE
(Form of Lease)

THIS LEASE made at the day
..... One thousand nine hundred and

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 Marzban Path, Ballard Estate, Mumbai-400 038. herein after called 'the Lessor' (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND

SHRI _____

trading as a proprietor in the name & Style of Messers.....

and having his/her office/place of business at.....

hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include his heirs, executors, administrators; and permitted assigns) of the Other Part :

Recitals.

WHEREAS by an Agreement dated the _____ day of _____ 199__ and made between the Lessor of the One Part and Lessee of the Other Part the Lessor agreed to grant to the Lessees upon 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 hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS pursuant 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 Lessors share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessees has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs.....(Rs.....)

approximately per annum:

NOW THIS LEASE WITNESSETH as follows :-

Description of land.

1. In consideration of the premises and of the sum of Rs..... (Rupees _____) 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 both hereby demise unto the Lessee ALL that piece of land known as Plot No..... in the Industrial Area, and within/outside the limits of..... Municipal Council, within the Village limits of..... Taluka and Registration, Sub District..... District



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and Registration Districtcontaining
 by admeasurement..... square metres or
 threabouts and more particularly described in the First Schedule here
 underwritten 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 here after 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 herein before
 expressed to be hereby demised (hereinafter referred to as "the demised
 premises") unto the Lessee for the term of..... year computed from
 the first day of 19 subject
 nevertheless to the provisions of the Maharashtra Land Revenue Code,
 1966 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 and other officer to whom the duties or function
 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 1st day of 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 times on the days and in manner hereinbefore appointed for
 payment thereof clear of all deduction.

To pay rent

(b) To pay all existing and future taxes, rates, assessments, and outgoings
 of every description for the time being payable either by landlord or tenant
 or by the occupier in respect of the demised premises, and 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 such recurring fees in the nature of service charges as may
 from time to time be prescribed by the Government of Maharashtra, under
 Maharashtra Industrial Development Act, 1961 or Rules framed thereunder
 in respect of the amenities or common facilities provided by the Lessor.

**To pay fee
 or service
 charges.**

(d) 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 buildings or for the purpose of
 executing any work pursuant to the terms of this Lease .

**Not to
 excavate**

(e) Not to erect any building, erection or structure except a compound
 wall and steps and garages and necessary adjunct 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**

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Access Road.

(f) The Lessee having at his/her own expense 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 conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "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).

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

(g) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention & 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 Act 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 of any breach or non-compliance or any such provision or condition as aforesaid.

To build as per agreement.

(h) 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.

Plans to be submitted before building.

(i) 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 a No Objection Certificate shall have been obtained from the Maharashtra Pollution Board as provided in the said Building Regulations.

Indemnity.

(j) To indemnify and keep indemnified the Lessor 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 works 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.

To build according to rules.

(k) 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//Local Authority 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.

Sanitation.

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



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way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangement for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and good condition to the satisfaction of the Executive Engineer, and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

(m) That no alterations or additions shall at any time be made to the facade or elevation of any buildings or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer. **Alterations.**

(n) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (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**

(o) 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 time 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 to the Lessee call upon him/her to execute the repairs and upon his/her failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee. **To enter and inspect.**

(p) 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. **Nuisance.**

(q) 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 nor for the purpose of any factory which may be obnoxious, or 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 said 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. **User.**

Insurance. (r) 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 plinths) 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 satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damage 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.

(s) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and building then standing or being thereon PROVIDED always that the Lessee shall be at liberty if he/she 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 himself/herself 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 levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erection or structures may have been removed.

Not to assign.

(t) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein 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 condition 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.

Assignment to be registered with Lessor.

(u) If the Lessee shall sell, 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.



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

To give preference in employment of Labour.

(w) And in the event of the death of 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 arrear the same may be recovered from Lessee as an arrear 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. 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 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 no compensation shall be payable to the Lessee on account of the building or improvement built or carried out on the demised premises, or claimed by Lessee on account of the building or improvement built or made. PROVIDED ALWAYS that except for nonpayment of rent as aforesaid the power of re-entry 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 of the demised premises a notice in writing of this 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.

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 Lessor.

Lessor's Covenant for peaceful enjoyment.

6. The layout of the Industrial Area and the Building and other Regulation 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.

Registration of estate rules.



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SIGNED, SEALED AND DELIVERED
by Shri S. S. Sawant



(S. S. SAWANT)
Regional Officer,
M. I. D. C. Ratnagiri.

~~The Chief Executive Officer / The Jt. Chief Executive Officer / The Deputy Chief Executive Officer / General Manager (Legal) / General Manager DIC and Ex-Officer / Regional Officer / The Area Manager of the within named Maharashtra Industrial Development Corporation in the presence of -~~

(1) Shri S. R. Ghag
M. I. D. C. Ratn.

(2) Shri H. B. Vemulcher
M. I. D. C. Ratn.

SIGNED AND DELIVERED

by the above named Licensee Shri.

Indesurve proposed
Partnership.

in the presence of :

(1) Signature

Name Nissa M. Kar
Address At Super. Mazgaon,
Ratnagiri.

(2) Signature

Name IOBAL H. MISTRY
Address NAZGAON, RATNAGIRI.

Shri Indesurve has given
power of attorney to Shri Laxman
A surve on 17-8-99

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj No. 92/05
 received from Shri. Laxman Abaji Surve
 .. Mumbai .. 27 .. residing at
 Purpose Ten thousand two hundred twenty Seven Rupees .. 10220 ..
 .. in the State Bank of
 .. Ratnagiri ..
 Certified under Section 32(1) .. Dated ..
 Duty of Rs 10220 ..
 vide Article No. 36 ..
 This certificate is subject to the provisions of the Bombay Stamp Act, 1958
 Place: Ratnagiri
 Date: 22/9/05
 Collector of Stamps Ratnagiri



THIS LEASE made at Ratnagiri the 14th day of October two thousand five 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 Marzban path, Ballard Estate, Bombay 400038, hereinafter called "the Lessor" (which expression shall unless the context dose not so admit, include its successors and assigns) of the One Part : And SHRI Inder Surve, Prop. Of M./S. Gaurav Chemicals and his registered office @ 0.4 Mahavir Mahal, Plot No. 130, Garodia Nagar , Ghatkopar (E), Mumbai - 400077 hereinafter called "the Lessee" (which expression shall unless the context dose not so admit include his heirs, executors, administrators and permitted assigns) of the Other Part.

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 द.क्र.६७४/२००५
 ११३



WHEREAS by an Agreement dated the 8th day of October 1997 and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed

Recitals

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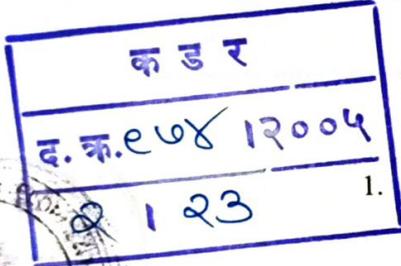
to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned;



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AND WHEREAS pursuant 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. 11000 /- approximately per annum.



NOW THIS LEASE WITNESSETH as follows :

1. In consideration of the premises and of the sum of Rs. 275100 /- (Rupees Two lakhs seventy five thousand one 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 un to the Lessee all that piece of land known as plot No. C-17 in the Lote Parshuram Industrial Area, within the village limits of Awashi, Taluka and Registration Sub - District Khed District and Registration District Ratnagiri containing by admeasurements 1834 square meters or thereabouts and more particularly described in the First Schedule hereunder written 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 herein after standing and being there on AND TOGETHER with all rights easements and appurtenances there to belonging EXCEPT AND RESERVING un to the

Description only Land.



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Lessor all mines and minerals in and under the said land or any part there of TO HOLD the land and premises here in before expressed to be hereby demised (here in after referred to as "the demised premises") un to the Lessee for the term of Ninety five years computed from the first day of October 1997 subject never the less to the provision of the Maharashtra Land Revenue Code, 1966 and the rules there under PAYING THEREFOR yearly during the said term un to the Lessor at the Office of the Chief Executive Officer of the Lessor (here in after 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.

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2. The Lessee with intent to bind all persons in to whosoever ' hands the demised premises may come doth hereby covenant with the Lessor as follows :-
 - a) During the said term hereby created to pay un to the Lessor the said rent at the time on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.
 - b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.
 - 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 of service charges Drainage Cess as may from time to

Covenants by the Lessee

To pay rent

To pay rates and taxes

To pay fees or Service charges



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time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act 1961 or Rule framed there under in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 460 /- approximately per annum. //



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- d) The Lessee shall at his own expenses within a period of one year from the date hereof plant trees in the periphery of the plot to be kept open to sky 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 in the 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 there from except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this lease.

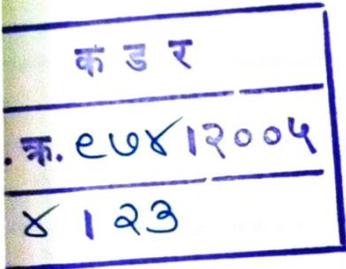
Not to excavate.

- 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.

Not to erect beyond building line.

- g) 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 colored 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

Access Road



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



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To comply with the provision of water (prevention and control of pollution) Act. 1974 and Air and (Prevention Control of Pollution) Act. 1981.

h) 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 there under as also with any condition which may, from time to time be 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.

i) 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 Regulation set out in the Second Schedule here to.

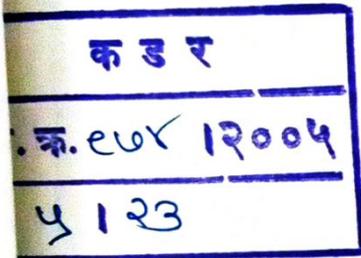
To build as per Agreement

j) That no building or erection to be erected here after shall be commenced unless and until specification, plans, elevations, sections and details there of shall have been previously submitted by the Lessee in triplicate for scrutiny 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.

k) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining building or other premises by such building or in consequence of the execution of the aforesaid work and also against all payments what-so-ever which during the progress

Indemnify



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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 here in contained.



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l) The Lessee shall at his own costs and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during construction.

m) 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 Regulation 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 there on.

To build according to rules.

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n) To observe and conform to all rules, regulations and by – 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 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.

Sanitation.



o) That no alteration 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

Alterations

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with the previous approval in writing of the Executive Engineer.



- p) 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, color 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.

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- q) To permit the Lessor or the Chief Executive Officers 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 in to 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 him to execute the repairs and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

To enter and Inspect.



- r) 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.

Nuisance



- s) 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 here under written and not to use the demised premises or any part there of for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odor, liquid -

User.

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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 proxptitude 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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t) To keep the building 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 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 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.

Insurance

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u) 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

Delivery of Possession after expiration

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the Lessee shall be at liberty if he 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 himself 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.



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v) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein 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 cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Not to assign.



w) If the Lessee shall sell assign or part with the demised premises for the then residue of the said term to deliver at the Lessee expense within twenty days after ever 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

x) In employing skilled and unskilled labours, the Lessee shall give first preference to the persons who

To give preference in employment of Labour.

are able boded and whose lands are acquired for the purpose of the said Industrial Area.

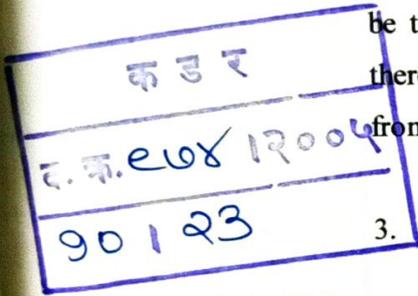
While employing the skilled and unskilled labours, they shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment / machineries used by the licensee/Lessee and the general qualifications of the labour.



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Y) 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 person 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 charge payable the Lessee hereunder 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).

Recovery of Rant 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 hereupon 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-

Rent, Fees etc. in arrear.



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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 the 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 specify 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.



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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 same 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.

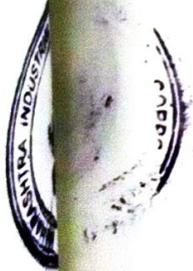
6. The Layout of the Lote-Parshuram Industrial Area and the Building and the other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof 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 herein before 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

Renewal of Lease.

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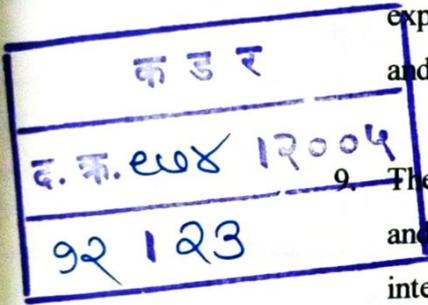
expenses in every respect of the Lessee grant to the Lessee a new lease of the demised premises for a further term of Ninety Five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations here-in-before contained except this covenant for renewal and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



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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 born and paid wholly and exclusively by the Lessee.

Costs and charges to be born by the Lessee.



9. 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 Subhash L. Taru 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 the Lessee has set his hand hereto the day and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece or parcel of land known as plot No. C-17 in the Lote Parshuram Industrial Area, within the village limits of Awashi and Taluka and Registration sub -District Khed District and Registration District Ratnagiri containing by admeasurements 1834 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 -51.0 M- Wide road

On or towards the South by – Plot No. C-18

On or towards the East by – Plot No. C-16

On or towards the West by – MIDC road 20.0 m Rlw.



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SECOND SCHEDULE

(Building Regulations)

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- 1) The Building Regulation of 'A' class Municipal Council or Building Regulation 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 utilized for the purpose of planting trees. At least one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage road or part thereof but within the demised premises.
- 3) 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.
- 4) The Lessee shall obtain a No Objection Certificate from the 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 direction 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



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any construction on the said plot before obtaining such No Objection Certificate.

5) No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorized by the Lessor, and no addition or alterations to buildings, the plans of which have been so approved, shall at any time be made except with similar previous approval of the said Officer.

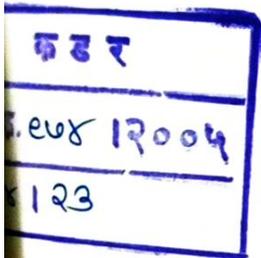
6) All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorized by the Lessor shall allocate this obligation suitably.

7) Three sets of the specifications, plans, elevations and sections as approved by the Local Authority/ Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant no objection

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer Manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizer 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.



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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 processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosive 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 reductions, dumping or incineration.
18. Stock-yard or slaughter of animal or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.



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SIGNED SEALED & DELIVERD BY
SHRI SUBHASH L. TARU. The Regional
Officer of the within named Maharashtra
Industrial Development Corporation in the
presence of :-



1. Miss. S.J. Mulye
MIDC Ratnagiri.

S

2. Shri. P.Y. Karambelkar
MIDC Ratnagiri.

P. Y. Karambelkar

(SUBHASH TARU)
Regional Officer
M. I. D. C. Ratnagiri

SIGNED & DELIVERD by the above
named Lessee SHRI INDER L.SURVE
Proprietor of P.A.H. Shri Laxman Abaji Surve
M/s Gaurav Chemicals in the presence of :-

1. Shri. M. U. Panigrabi
A/P - Lot, Tal. Khed.

M. U. Panigrabi

2. Shri. G. S. Tayshete,
Bhandup, Mumbai

G. S. Tayshete

For GAURAV CHEMICALS

Laxman A. Surve

Signed by Shri. Laxman A.
Surve on behalf of Shri.
Inder L. Surve, Prop. of M/s
Gaurav Chemicals as per
Power of Attorney dtd.
19/03/2004



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दस्त गोषवारा भाग - 2

कडर

दस्त क्रमांक (974/2005)

23/23

पावती क्र.: 974 दिनांक: 14/10/2005
पावतीचे वर्णन
नांव: लक्ष्मण ए. सुर्वे, गौरव केमिकल्स तर्फे
प्रोप्रा. इंदर एल सुर्वे तर्फे मुखत्यार

3410 : नोंदणी फी
460 : नक्कल (अ. 11(1)), पृष्ठाकनाची न
(आ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

3870: एकूण

दु. निबंधकाची सही, खेड

दस्त क्र. (कडर 974/2005) १। गोषवारा
दस्त क्रमांक 341000 मोबदला 341000 भरलेले मुद्रांक शुल्क : 10220

दस्त इतर केल्याचा दिनांक : 14/10/2005 03:54 PM
विधायक दिनांक : 14/10/2005
दस्त इतर करणा-याची सही :

GAURAV CHEMICALS
PLOT NO, C-17, M.I.D.C.
LOTE PARSHURAM INDUSTRIAL AREA
TAL- KHED, DIST-RATNAGIRI

दस्ताचा प्रकार : 36) माडेपट्टा
दस्ता क्र. 1 ची वेळ : (सादरी हरण) 14/10/2005 03:58 PM
दस्ता क्र. 2 ची वेळ : (फी) 4/10/2005 03:58 PM
दस्ता क्र. 3 ची वेळ : (कबुली) 14/10/2005 03:59 PM
दस्ता क्र. 4 ची वेळ : (ओळख) 14/10/2005 03:59 PM

दस्त नोंद केल्याचा दिनांक : 14/10/2005 03:59 PM

ओळख
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्याची ओळख पटवितात.

1) सजय शंकर चव्हाण , घर/प्लॉट नं: -

गल्ली/रस्ता : -
इमारतीचे नाव : -
इमारत नं. : -
पाठ/वसाहत : -
शहर/गाव: पिंपळी खुर्द
तालुका: चिपळूण
पिन : -

2) जयवंत शिवराम पालांडे , घर/प्लॉट नं: -

गल्ली/रस्ता : -
इमारतीचे नाव : -
इमारत नं. : -
पाठ/वसाहत : -
शहर/गाव: लोटेमाळ
तालुका: खेड
पिन : -

प्रमाणित करण्यात येते की, या

दस्ताचे एकूण ... पाने आहेत

दुसऱ्या निबंधक, खेड

दु. निबंधकाची सही
खेड

दुसऱ्या निबंधक
खेड

दिनांक





14/10/2005
3:59:42 pm

दुय्यम निबंधकः
खेड

दस्त गोषवारा भाग-1

कडर
दस्त क्र 974/2005
22123

दस्त क्रमांक : 974/2005
दस्ताचा प्रकार : भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव लक्ष्मण ए. सुवे, गोरव केमिक तर्फे प्रोप्रा.इंदर एल सुवे तर्फे मुखत्यार पत्ता: घर/फ्लॅट नं. - गल्ली/रस्ता: - ईमारतीचे नाव: महावीर व्हीला ईमारत नं. - पेट/वसाहत: गारोडीया नगर शहर/गाव</p>	<p>लिहून देणार वय 65 सही </p>	 4973 - 19248	

2	<p>नाव सुभाष लक्ष्मण तारु रिजनल नेजर एम आय डी सी रत्नागिरी पत्ता: घर/फ्लॅट नं. - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं. - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय - सही</p>	<p>उपलब्ध नाही</p>	<p>उपलब्ध नाही</p>
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Shri. S. V. Tembulkar
Proper Officer

- 4 AUG 2003

207

मोपला स्ट्रॉकरी लॉट, गांधी न. ९.
१३४, एम. जी. रोड, पुणे-४११००६
काळा घोडा, पुणे-४११००६ फोन : २४७५७५९
पुणे नगरपालिका, पुणे नगर विभाग.
सं. ५९१

11 AUG 2003

Laxman Shinde

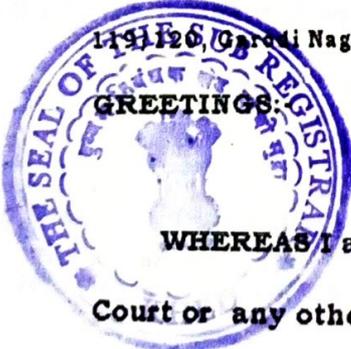
क. सुर. प. हेर
द. न. २०४ १२००५
१२ १ २३



GENERAL POWER OF ATTORNEY

KNOW ALL THESE PRESENT SHALL COME I, MR. INDERPAL

LAXMAN SURVE, an adult, Indian Inhabitant, residing at - A/10, Mahavir Villa,
119/120, Gardi Nagar, Ghatkopar (East), Mumbai-400 077 SEND



GREETINGS

WHEREAS I am unable to attend before High Court, City Civil Court or any other court or any government offices because I wants to go to America for education purpose hence I am unable to attend the court and Government Office . Hence I hereby appoint & nominate MR. LAXMAN ABAJI SURVE, true and lawful attorney to do the following works and purposes on my behalf.

क ड र
द. क्र. ए०४ १२००५
२०१२३



1. To appear before Hon'ble High Court, City Civil Court or any other Court, on my behalf and file the suit, complaint, plaint, against any person and others., for affirmation and sign, Vakalatnama or any other document on my behalf
2. To sign Vakalatnaka, , Plaint, Written Statement, Undertaking, on my behalf, in Hon'ble High Court, or any Court. In the State of Maharashtra, against any person and other.
3. To appoint Advocate, Solicitor, in my behalf and engage them for filing the suit in Hon'ble High Court, on my behalf, against any person in any court.
4. To appear before the Hon'ble High Court, City Civil Court or any other Court on my behalf and to sign any document, on my behalf, which may be require in court for filing the suit and appear before any court for affirmation on my behalf.



To appear in any government offices on my behalf and to sign any document on my behalf in respect of transferring the Petrol Pump in my name in any Government Institution and to apply in any government authority to transfer any property, petrol pump or licenses in my behalf.

6. To sign any application, Identimnity Bond, Affidavit, or any document on my behalf. And appear before any govenrment offices, High Court, City Civil Court, or any tribunal and sign all documents, papers and proceedings on my behalf.

7. Generally to do all act deeds, and things as my attorney shall do by virtue of power hereby given by me in their favour.

क ड र
द. क्र. २०४ १२ ०५
२९ १ २३

IN WITNESSES WHEREOF I HAVE SET, SUBSCRIBED MY HANDS ON THIS 11TH DAY OF August, 2003.

Solemnly declared at Mumbai,

Dated this 19TH day of ~~August~~ ^{March}, 2004



Explained & Identified by me

A.K. SINGH
ADVOCATE HIGH COURT
122(A), ESPLANADE MENSION,
1ST FLOOR, M.G. ROAD,
KALAGHODA, FORT,
MUMBAI-400 023.

ATTESTED BY ME

I. B. SONAVANE
ADVOCATE & NOTARY
218 Govind Sagar,
Vidyanagar Road
Mumbai - 400 023

19 MAR 2004

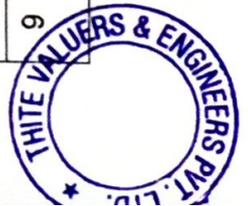


**ANNEXURE
VALUATION OF MACHINERY**

(FOR: M/s. Gaurav Chemical Inspected at Plot No. C-17, Lote Parshuram Area, MIDC, Near Godrej Agrovet Company, Taluka Khed, District Ratnagiri-415 708.

We inspected the plant & machineries mentioned below on 17/08/2019, so as to assess the value of the immovable assets present there. The plant & machineries was inspected in the presence of Mr. Tejas, representative of the firm.

Sr. No.	Particulars	Make Supplier	Capacity	Qty.	Reported year	Fair Market Value as on date (₹)
1	Reactor made of Mild Steel with SS lining (Jacketed) with all accessories and Electricals.	Symatic Engineering	12 T	1 no.	2013	14,00,000/-
2	Conical vessel of Mild Steel	Symatic Engineering	10 T	1 no.	2013	5,00,000/-
3	Vacuum Distillation Unit with reboiler condenser, receiver SS 316	Symatic Engineering	3 T	1 no.	2013	10,00,000/-
4	Clay Treatment Vessel with fiber lining.	Apollo Engineering	3 T	2 nos.	2013	4,00,000/-
5	Rotary Thin Film Evaporator	Symatic Engineering	1500 Kg/hr	1 no.	2013	10,00,000/-
6	Storage Vessel (Made of Mild Steel and SS 316)	Apollo Engineering	20 T (MS) 12 T (MS) 12 T (SS 316)	1 No. each	2014	6,50,000/- 3,00,000/- 6,50,000/-
7	Thermic fluid heater (boiler) oil fired	Thermax	4 Lac Kcal/hr	1 no.	2013	10,00,000/-
8	SS 316 receiver	Symatic Engineering	1.5 T	1 no.	2013	1,80,000/-
9	SS 316 Sigma Mixer	Symatic Engineering	3 T	1no.	2013	6,40,000/-



Sr. No.	Particulars	Make Supplier	Capacity	Qty.	Reported year	Fair Market Value as on date (₹)
10	SS 316 Fluid bed dryer	Apollo Engineering	50 kg/hr	1 no.	2014	3,00,000/-
11	SS 316 Pulveriser	Apollo Engineering	200 kg/hr	1 no.	2014	2,00,000/-
12	Glass Lined Reactor	Apollo Engineering	5.0 T	1 no.	2014	6,50,000/-
13	Glass Lined Reactor	Apollo Engineering	1.5 T	1 no.	2014	3,00,000/-
14	Laboratory Equipment such as melting pair, apparatus, glassware, weighing pan etc.	Lump sum			2014	15,000/-
15	Vacuum pumps	Patkar vacuum	5 HP	1no.	2014	25,000/-
16	Sparkler Filter	Local	--		--	60,000/-
					TOTAL	92,70,000/-
						(Rupees Ninety Two Lakh(s) Seventy Thousand Only)

Note:

Machine Sr. No. 9, 10, 11 is in working condition and other machineries are idle and are in dismantled condition. Hence, there working could not been examined.

All Original documents such as purchase bill / invoice of the machinery were not available for our perusal. Hence information regarding ownership, as told by the borrower, is believed to be correct. Few assumptions & approximations are also made.

The machinery part which is in direct contact with chemicals are likely to get rusted rapidly unless proper preventative maintenances is carried out.

