

Received Adj. Fee Rs. 200/-
Vide challan No./Receipt No. 53... Date 19/7/04.

[Signature]
Collector of Stamps Raigad

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 34/04-05 Date: 19/7/04.
 Received from श्री. कलाल देव प्रसाद प्रो. वि. तर्फे. श्री. कमलान residing at
पं. मल. रा. कल्याण Stamp Duty Rs. 3,05,200/-
 (Rupees तिम लाख पच हजार दोनशे Only) in the State Bank of
 India Branch अलिबाग vide Challan No. 94 Dated 19/7/04.
 Certified under Section 32(1)(b) of the Bombay Stamp Act 1958 that the full Stamp
 Duty of Rs. 3,05,200/- with which this instrument is chargeable has been paid
 vide Article No. 36 of Schedule. M.V - 60,99,500/-
 This certificate is subject to the provision of section 53(A) of Bombay Stamp Act. 1958
 Place : अलिबाग *[Signature]*
 Date : 19/7/04. Collector of Stamps Raigad



AN AGREEMENT made at Mahape, Navi Mumbai
22nd the day of July, Two thousand Four
 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 M/s. GLASSTECH
 INDUSTRIES (INDIA) PRIVATE LIMITED a Company

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[Signatures]



Incorporated under Companies Act, 1956 and having its registered office at F-223, 2nd Floor, Tower 7, International Infotech Park, Vashi Station Complex, Navi Mumbai-400 703. hereinafter called "the Licensee" (which expression shall unless the context does not so admit includes its successors or successor in business and permitted assigns) of the Other Part;

WHEREAS, the Licensee has applied to the Grantor for grant to it of a Lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions.

Recitals.

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.55,44,000/- (Rupees Fifty Five Lacs Forty Four Thousand Only) being the amount of premium payable by the Licensee.

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of ceases and the owner's share of Municipal or village panchayat rates or taxes, which the Lessee has agreed to bear and pay under these present although by law recoverable from the lessor have been estimated at Rs. 55,500/- (Rupees Fifty Five Thousand Five Hundred Only) approximately per annum.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. During the period of Three years from the date of hereof the licensee shall have licence and authority only to enter upon piece of land described in the First Schedule

Grant of Licence.

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hereunder written 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 a bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

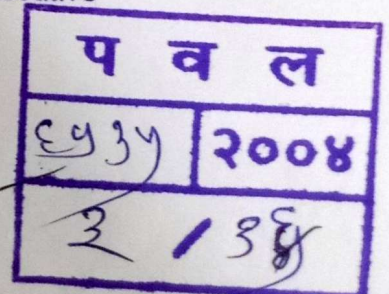
2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the Lease hereby contemplated shall be executed and registered but the Licensee shall only have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

Not to demise.

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

(a) That it will within 36 months from the date of 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 the specification, plans elevations, sections and details of the factory buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost and as often as it may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive

Submission of plans for approval.





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 Executive Engineer

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

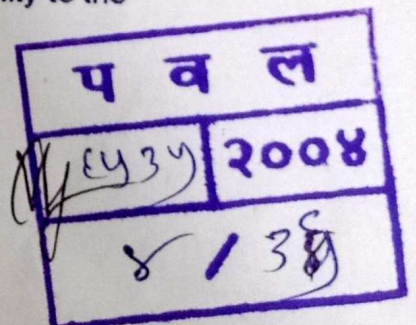
Fencing during construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule and 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 they 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 it shall within a period of 36 months from the date hereof commence, and within a period of three years from the said date at its 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 thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer, and conformity to the

Time limit for commencement and completion of construction work.





building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunder written, 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.

(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 meters 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 it 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.**

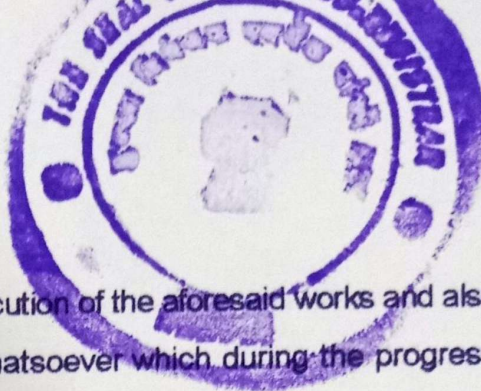
(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common 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 charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 12.5 per cent from the date of default in payment.

**Fees of Service
Charges to be
paid by the
Licensee.**

(h) That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in

Indemnity.

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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.

(i) That it 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 and shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings 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.

(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.

Sanitation.

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

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(k) That it 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.

Excavation.

(l) That it 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 Licensee 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.

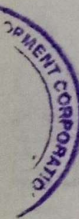
Insurance.

(m) That it will not directly or indirectly transfer, assign sell, encumber or part with his 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.

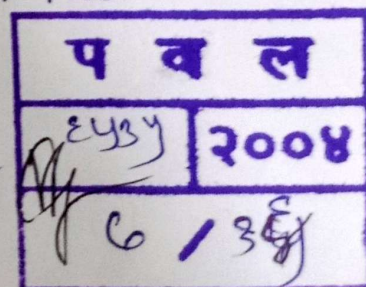
Benefit of agreement not assignable.

(n) That it 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

Nuisance.



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which may be 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 Department of Environment 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.

(o) That it shall at its 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.

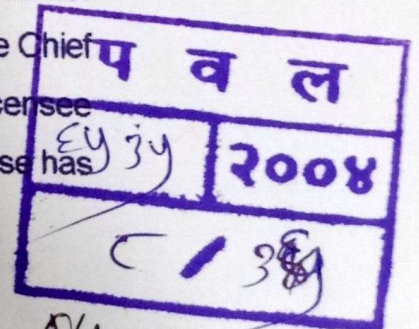
(p) That in employing skilled and unskilled labour it shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Preference in employment of Labour.

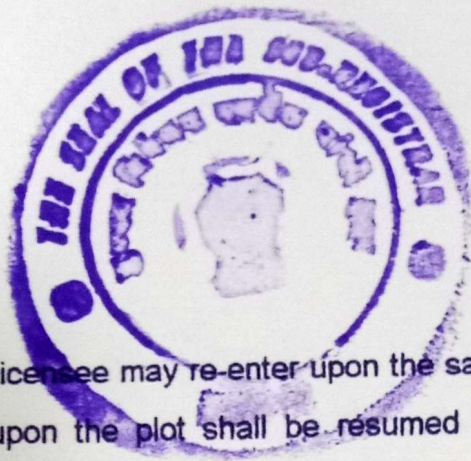
(p-1) While employing the skilled and unskilled labour it shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments/ machineries used by the Licensee and the General qualification of the local labour.

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 Licensee has

Power to terminate Agreement.



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been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

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.

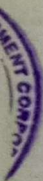
Power of Grantor.

(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.

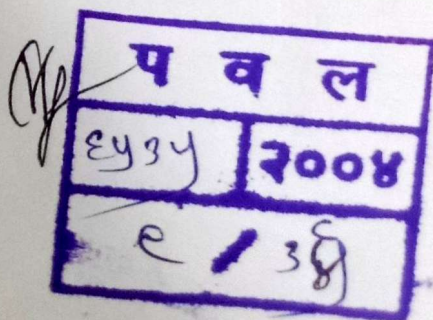
To enter and inspect.

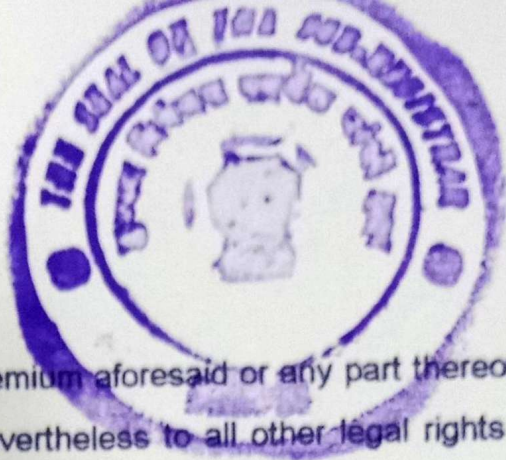
(b) (i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default 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 stipulations on his part herein contained, 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

To resume land.



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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;

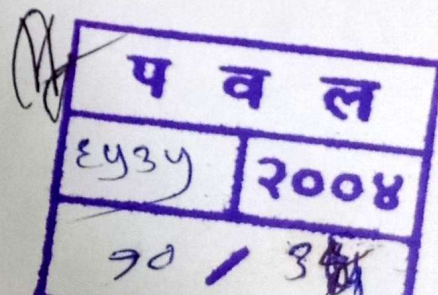
(ii) To continue the said land in the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer and;

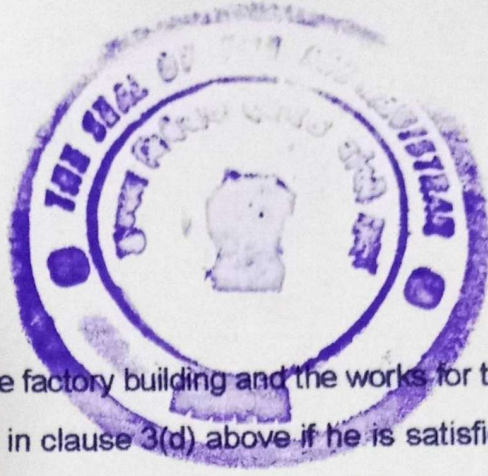
(iii) To direct removal or alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed cause the same to be carried out and recover the cost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

(c) All building materials and plant which shall have been brought upon the said land by or for the Licensees 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 material) 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.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion give notice to the Licensee of his intension to enforce the Licensee's Agreement herein contained or may fix any extended period

Extension of time.





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 reasons 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.

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 herein before 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 of hereof at the yearly rent of Rupee One.

Grant of Lease.

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Annexure-I 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 this 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 No Objection 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

Notice.

(Three handwritten signatures in blue ink)

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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.

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 purpose of this Agreement to 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 K. G. MHADGUT,
THE AREA MANAGER of the Maharashtra Industrial Development Corporation has for and on behalf of the

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aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensee have caused its common seal to be affixed hereto the day and year first above written.

**FIRST SCHEDULE
(Description of Land)**

All that piece of land known as **Plot No.L-114 & L-115** in the **Taloja Industrial Area**, within village limits of **Tondre**, and outside the limits of Municipal Council, **Taluka-Panvel, District Raigad**, containing by admeasurement **4620-0 sq.mtrs**, or thereabouts and bounded as follows, that is to say :-

On or towards the North by : Nalla
On or towards the South by : Road , 25-0 mtr. R/W.
On or towards the East by : Plot No.L-113
On or towards the West by : Plot No.L-116

**SECOND SCHEDULE
(Building Regulations)**

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

The Development Control Rules applicable in MIDC Industrial Area shall be applicable in the Industrial Area.

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THIRD SCHEDULE
(List of Obnoxious Industries)

1. Fertilizer Manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odors or fumes and which do not produce noxious odors or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulfuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement Manufacture.
7. Chlorine Manufacture.
8. Bleaching powder manufacture.
9. Gelatin 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, tallow, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products 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 and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odor, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

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SIGNED, SEALED AND DELIVERED
BY SHRI. K. G. MHADGUT
THE AREA MANAGER of the
within named MAHARASHTRA
INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of :-



[Signature]
Area Manager,
MIDC, Mahape

1. B. Ho Chaturya *[Signature]*

2. M. K. Patil *[Signature]*

The Common Seal of the above named
Licensee
**M/s. GLASSTECH INDUSTRIES (INDIA)
PRIVATE LIMITED,**

was pursuant to a Resolution of its
Board of Directors passed in that behalf
on the 29th day of December, 2003,
affixed hereto in the presence of



For Glasstech Industries
(India) Private Limited

[Signature]
Director/Authorised Signatory

Shri P. G. Sathiapalan
Director

For Glasstech Industries
(India) Private Limited

[Signature]
Director/Authorised Signatory

Shri Sandeep Sathiapalan
Director

And Secretary

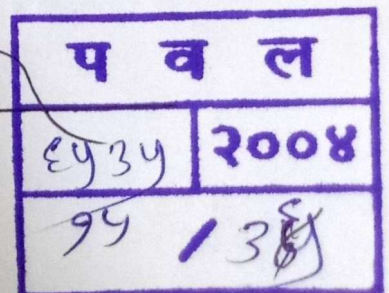
Shri Laxmal P. Mo

For Glasstech Industries
(India) Private Limited
[Signature]
Director/Authorised Signatory

of the Company who in token of
having affixed the Company's Seal
has set his hand hands hereto, in
presence of :-

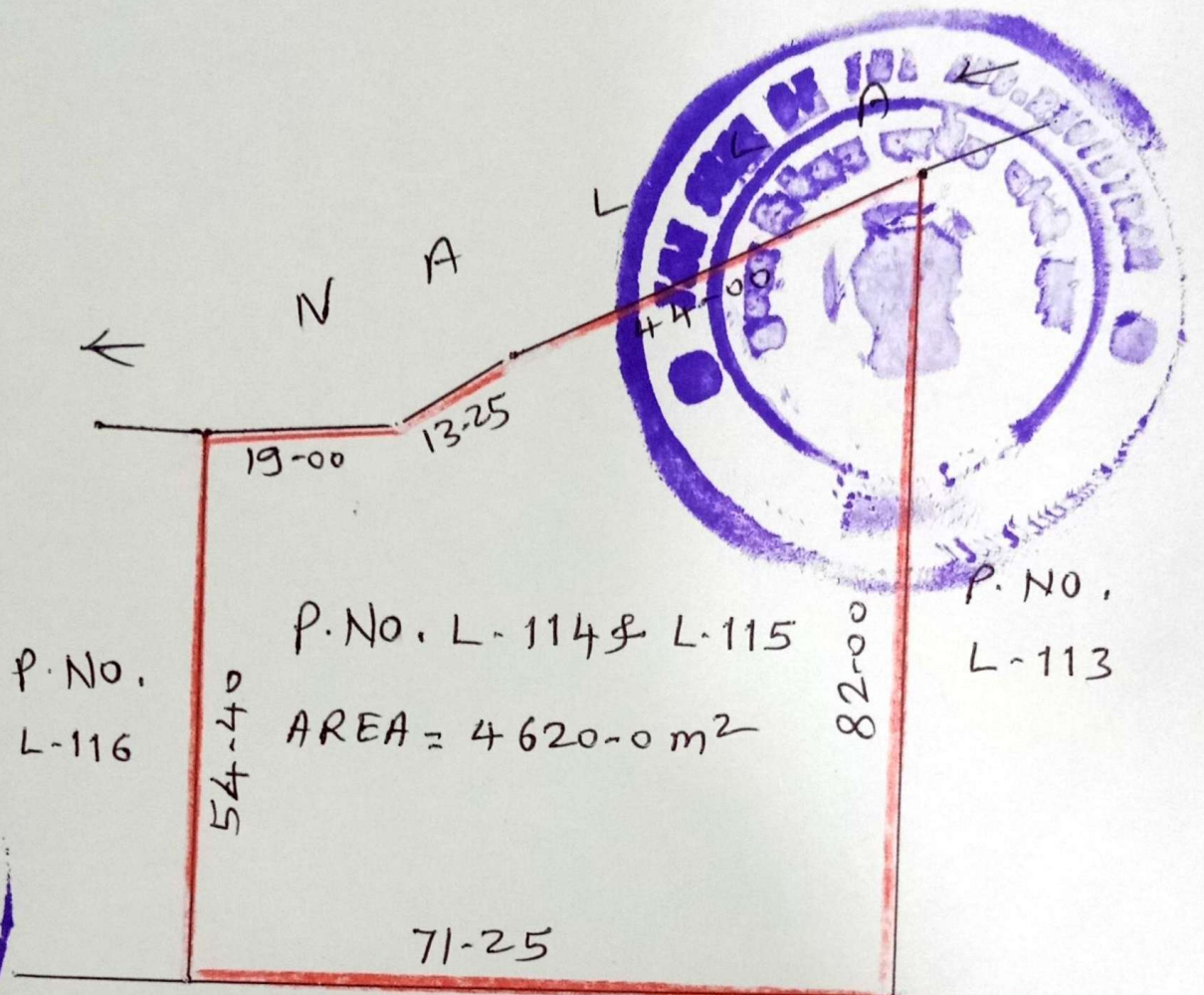
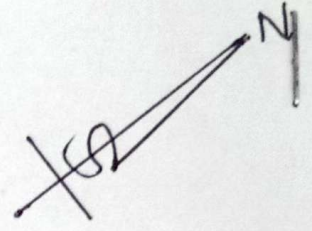
1. P. S. Kanagan *[Signature]*

2. A. Madhavan *[Signature]*



TALOJA INDUSTRIAL AREA
 VILL:- TONDRE, TAL-PANVEL DIST-RAIGAD
 SCALE:- ICM = 10.0 MTRS.

C/S



P.No.
L-116

P.No. L-114 & L-115

AREA = 4620.0 m²

P.No.
L-113

R O A D

R/W. 25.0 m.



[Handwritten Signature]

HEAD SURVEYOR
 M.I.D.C. Regional Office
 Mahape

21/07/04



[Handwritten Signature]
 Area Manager,
 MIDC, Mahape

For Glasstech Industries
 (India) Private Limited

[Handwritten Signature]
 Director/Authorised Signatory

For Glasstech Industries
 (India) Private Limited

For Glasstech Industries
 (India) Private Limited

Director/Authorised Signatory

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Thursday, September 09, 2004

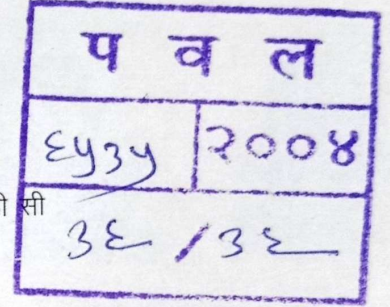
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नोंदणीपूर्व गोषवारा

- | | |
|--|--|
| (1) विलेखाचा प्रकार | भाडेपट्टा |
| | भाडेपट्टा |
| (2) मोबदला | रु. 6,099,500.00 |
| (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) | रु. 6,099,500.00 |
| (4) बाजारभावाप्रमाणे मुद्रांक शुल्क | रु 304980.00 |
| (5) बाजारभावाप्रमाणे नोंदणी फी | रु 60995.00 |
| (6) दस्त निष्पादित केल्याचा | 22/07/2004 |
| (7) पृष्ठांची संख्या | 36 |
| (8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | (1) |
| (9) मालमत्तेचे इतर वर्णन | (1) वर्णन: प्लॉट क्र एल 114/115, तळोजा एम आय डी सी |
| (10) क्षेत्रफळ | (1) 4620 चौ मी |
| (11) आकारणी किंवा जुडी देण्यात असेल तेव्हा | (1) |
| (12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता | (1) एम आय डी सी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: महापे; तालुका: नवी मुंबई; पिन: -; पॅन नम्बर: -. |
| (13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता | (1) ग्लासटेक इंडस्ट्रीज प्रा ली तर्फे डायरेक्टर पी. जी. सत्यपालन; घर/प्लॉट नं: एफ 223; गल्ली/रस्ता: -; ईमारतीचे नाव: टॉवर नं 7; ईमारत नं: आय आय पार्क; पेट/वसाहत: से 17; शहर/गाव: वाशी रेल्वे स्टेशन कॉम्प्लेक्स; तालुका: नवी मुंबई; पिन: 400703; पॅन नम्बर: एन आय.
(2) ग्लासटेक इंडस्ट्रीज प्रा ली तर्फे डायरेक्टर संदीप - सत्यपालन; घर/प्लॉट नं: वरील प्रम गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: - पॅन नम्बर: एन आर आय. |

सूचना

- ही माहिती पक्षकारांनी साक्षात्कृत केल्या इन्पुट फॉर्मवर आधारित आहे.
- दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- बदल/दुरुस्त्या कराव्यात. * लागू नसलेला मजकूर खोडावा
- क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही



पूर्व नोंदणी गोषवा-यामध्ये इन्पुट फॉर्म प्रमाणे अचूक डाटा एंट्री करण्यात आली आहे.

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

पूर्व नोंदणी गोषवारा तपासून पाहिला

* तो बरोबर आहे/त्याच्यात नमूद केलेले * बदल/दुरुस्त्या कराव्यात.

(पक्षकाराची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इन्पुट फॉर्म प्रमाणे आहे व याचा मेळ-मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले

*बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)



Received Adj. Fee Rs. 900/-

Challan No./Receipt No. Date 15/5/04



Collector of Stamps Raigad

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 983/2004-08 Date 15/5/04

Received from Shri. Mr. Prateek S. Desai residing at

(Rupees) 304/- Only in the State Bank of India Branch

Certified under Section 31(1) of the Bombay Stamp Act 1958 that the full Stamp Duty of Rs. 304/200/- with which this instrument is chargeable has been paid vide Article No. 3E 21(1) of Schedule.

This certificate is subject to the provision of section 53(A) of Bombay Stamp Act. 1958

Place: Raigad Date: 15/5/2004 Collector of Stamps Raigad



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Authorised Signatory D. K. Sandu Marg Branch

INDIAN BANK

THIS LEASE made at Mahape the 16th day of June 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 Mumbai-400 038, hereinafter called " the Lessor"(which expression shall unless the context does not so admit, include its successors and assigns) of the One Part : AND M/s. GLASSTECH INDUSTRIES (INDIA) PRIVATE LIMITED a Company incorporated under the Companies Act 1956 and having its registered office At. F-233, 2nd Floor, Tower-7, International Infotech Park, Vashi Station Complex, Navi Mumabi- 400 703. hereinafter called " the Lessee" (which expression shall unless the

Indian Bank, D. K. Sandu Marg Branch, 8C/32, D. K. Sandu Marg, Chembur, Mumbai-400071. D-5-STP(V)/C.R. 1015/01/04/2392-95

भारत 37366 165105 R.0000200/-PB5179 Special Adhesive MAY 26 2005 13:44 STAMP DUTY MAHARASHTRA

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

WHEREAS by an Agreement dated the **22nd day of July, 2004** and made between the Lessor of the One Part and the Lessee of the Other Part and lodged for Registration with Sub-Registrar of Assurance at Panvel under Sr.Nos.6535 and 6536 on the 9th September, 2004 the Lessor agreed 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.

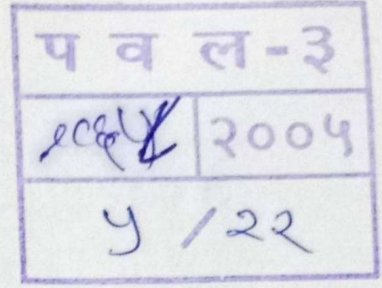
Recitals.

AND WHEREAS the Lessee has paid the Stamp duty on the Original Copy of the Agreement to Lease dated 22nd July, 2004 amounting to Rs.3,05,200/- (Rupees Three Lacs Five Thousand Two Hundred Only.)on the amount of premium amounting to Rs. 55,44,000/- (Rupees Fifty Five Lacs Forty Four Thousand Only.) as certified by the Collector of Stamps, Alibag, on the 19th July, 2004.

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

AND WHEREAS although the specifications, plans elevations, sections and details of the factory building agreed to constructed by the Lessee on the said land have been approved by the Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned) the Lessee has before the commencement of the construction of the said factory building and other structures requested the Lessor to grant to the Lessee a Lease of the said land on the ground that the Lessee has applied to the **State Bank**

[Handwritten signatures and initials]



of India to advance to the Lessee certain loans which the said **State Bank of India** is willing to do against the security, inter alia, of the said plot provided the Lessee obtain a Lease therefore from the Lessor even before commencement of such construction and also the Lessor's consent for the execution of the required mortgage documents.

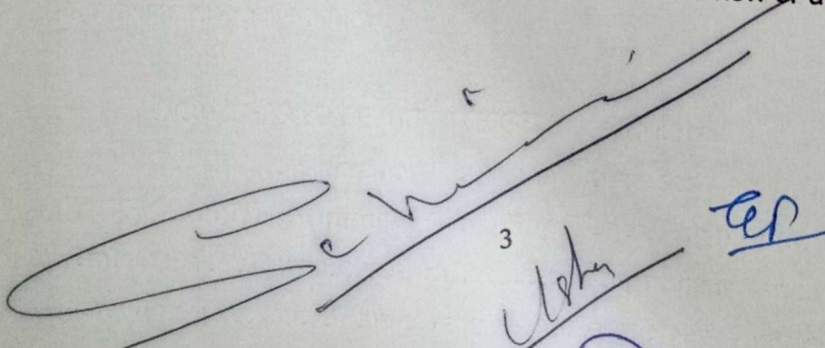
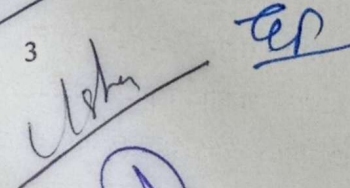

AND WHEREAS the Lessor has agreed to grant the said request of the Lessee on the Lessee undertaking to commence the construction of the said factory building and other structures and complete the said factory building and other structures in all respects to the satisfaction of the said Executive Engineer within such time as the Lessor may specify in that behalf.

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.55,500/-** approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the premises and of the sum of **Rs.55,44,000/- (Rupees Fifty Five Lacs Forty Four Thousand Only.)** Paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as **Plot No. L-114 & L-115** in the **Taloja Industrial Area** within the village limits of **Tondre** and outside the limits of Municipal Council in rural area, Taluka and Registration Sub-District **Panvel** District and registration District **Raigad** containing by admeasurement **4620-0** Square metres 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

Description of
Land.


3





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hereinafter standing and being thereon AND TOGETHER with all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises")unto the Lessee for the terms of **Ninety Five** years computed from the **First day of July, 2004** 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 any other officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned)or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the first day of January in each and every year.

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

Covenants by the Lessee.

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

To pay rent

(b) To pay all existing 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 in respect of the demised premises such yearly recurring fees or service charges drainage cess as may form time to

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 Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at **Rs.6,930/-** approximately per annum. ✓

(d) To submit to the Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other officer or officers to whom the duties or functions of the said Executive Engineer may be assigned) within six months from the date hereof for his approval the specifications, plans elevations, sections and details of the factory building proposed to be built erected by the Lessee on the said land and at its own cost and as often as he may be called upon to do so amend all or any such plans and elevations and if so required to produce the same before the Executive Engineer and to supply to him such details as may be called for in respect of the specifications and when such specifications, plans, elevations, sections and details shall be finally approved by the Executive Engineer and signed by it to sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be stipulated by the Executive Engineer.

Submission of plans for approval

(e) Not to commence any work which in-fringes 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 not until the said plans and elevations have been so approved as aforesaid and thereafter not to make any alterations or additions thereto unless such alterations or additions shall have been previously approved in the like manner.

No work to begin until plans are approved.

(f) The Lessee shall on or before the **20th day of October, 2007** its own expense and in substantial and workman like manner and in strict accordance with the plans, elevations, details and specifications

Commencement and Completion of Factory Building.



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approved by the Executive Engineer, in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunder written build and completely finish fit for occupation to the satisfaction of the Executive Engineer the said building and other structures thereon at least **2310-0 Sq.mtr.** of Plot area for the use as an Industrial factory with all requisite drains and proper conveniences thereto and shall obtain from the Executive Engineer a Building Completion Certificate to that effect.

(g) The Lessee shall at its 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 metres and One tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

Planting of trees in the periphery of the plot.

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

Not to excavate

(i) 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.

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

Access Road.

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FIRST SCHEDULE

(Description of Land)

All that piece or parcel of land known as Plot No. **L-114 & L-115** in the **Taloja** Indl. Area within the village Limits of **Tondre** and outside the limits of Municipal Council in rural area, Taluka and Registration, Sub-District **Panvel** District and Registration District **Raigad** containing by ad-measurements **4620-0 Sq.mtrs.** or thereabouts and bounded by red coloured boundary line on the plan annexed hereto that is to say :-

On or towards the North by:-**Nalla.**

On or towards the South by:-**Road 25.0 mtrs Road Width.**

On or towards the East by:-**Plot No. L-113.**

On or towards the West by:-**Plot No. L-116.**

SCHEDULE

(Building Control Rules)

All survey boundary marks demarcating the boundaries of the plots shall be properly preserved and kept in good repair by the Lessee. where more than One Lessee is concerned with the same boundary mark the officer authorised by the Lessor shall allocate the obligation suitably.

The Development Control Rules applicable in MIDC Industrial Area shall be applicable in the Industrial Area.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, Sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.

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Regd. Post A.D.

No. MIDC/ROMHP/TLJ/2004/01/00011/

Date : 7th July 2004

3352-7 JUL 2004

(108)

Sub : TALOJA INDUSTRIAL AREA()
Allotment of land at ...Ref : Application dated the 10th day of
June 2004 received from
M/S. GLASSTECH INDUSTRIES (INDIA) PVT LTD.**= O R D E R =**Sanction is hereby accorded to the allotment of land admeasuring
4620.00 Sq. Mtrs. comprising of Plot No. L-114 & L-115
in TALOJA INDUSTRIAL AREA to :M/S. GLASSTECH INDUSTRIES (INDIA) PVT LTD.a company incorporated under the Companies Act, 1956 having its
registered office at F-223 2ND FLOOR, TOWER-7, INTERNATIONAL
INFOTECH PARK VASHI STATION COMPLEX, NAVI MUMBAIfor setting up your industrial unit for manufacture of
"GLASS PROCESSING"Subject to the payment of the premium of Rs. ****5544000.00
calculated at the rate of Rs. ****1200.00 per m²and Rs. ****88,200.00 towards extra Frontage Charges.

subject to the following conditions : -

- 1) The amount of earnest money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of Rs. ****2728800.00
Rupees Twenty Seven Lakh Twenty Eight Thousand Eight Hundred Only.

being the balance amount of the premium and Rs. ****88,200.00Rupees Eighty Eight Thousand Two Hundred Only.
being the Extra Frontage Charges within a period of 30 days
from the date of receipt of this order, by D.D., drawn
in favour of "The Chief Executive Officer, MIDC Mumbai" Payable
on Bank at Mumbai

- 2) In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to be cancelled without further notice.
- 3) In the event of the allotment being cancelled as aforesaid the Corporation will be entitled to forfeit the whole of the earnest money received with the application.
- 4) The terms & conditions of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows -
 - a) The allottee shall enter into an agreement to lease in the form prescribed by Corporation & on performance of the conditions will be entitled to lease for the term of ninety five (95) years to be computed from the date of execution of the agreement to lease and renewable for one further term of '95 years on payment of premium and on such terms and conditions as may be determined by the corporation at the time of renewal.

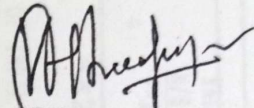
The annual ground rent of Rupees 1/- per annum is payable in respect of the plot of land allotted.

-) The allottee shall get the plan and specification of the proposed factory building duly approved from the Executive Engineer of the said Industrial area and complete the said building in accordance with approved plans and shall obtain a completion certificate from the Executive Engineer of the said industrial area within a prescribed period.
- d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the agreement lease or part with the possession of the land or any part thereof without previous consent of the corporation who may refuse or grant it subject to such condition as the corporation may think fit including a condition for payment of additional premium.
- e) The allottee shall be entitled to use land for the purpose of a factory but not for the purpose of a factory for any of the abnoxious industries specified in the annexure set out in the schedule to the agreement to lease and shall not use the said land or any part thereof for an other purpose not for the purpose of any factory which may be abnoxious, offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, nuisance, vibration or fire hazards.
- f) The other terms & conditions of allotment shall be those contained in the prescribed form of agreement to lease & the lease.
- g) The stamp duty in respect of the preparation & execution of the agreement to lease & its duplication as also the lease & its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone.

The allottee may submit his application for telephone connection to the concern telephone authority immediately, after taking over possession of the plot. This will enable the telephone authorities to build up a waiting list & ensure proper planning to provide timely telephone connection to the industrial units in the area.

Please also note AtoL will be signed with you within 30 days from the date of receipt of Balance Occupancy Premium Amount

Subject to Condition that:-
M.P.C.B. Consent for "Temparing Plant in First phase & Lamination Plant in Second Phase".


AREA MANAGER
MIDC, Mahape

✓
To,
M/S. GLASSTECH INDUSTRIES (INDIA) PVT LTD.
F-223 2ND FLOOR, TOWER-7, INTERNATIONAL
INFOTECH PARK VASHI STATION COMPLEX,
NAVI MUMBAI

copy submitted to :

- 1) The Chief Account Officer, MIDC, Mumbai - 400 093.
- 2) The Chief Planner, MIDC, Mumbai - 400 093.
- 3) The Technical Advisor, MIDC, Mumbai - 400 093.
- 4) The Executive Engineer, MIDC, DOMBIVALI,

copy f.w.cs. to :

- 1) The Deputy Engineer, MIDC, Water Supply, Sub-Dn. TALOJA.

copy to :

- 1) SHRI. A. Y. SAVANT, SURVEYOR, REGIONAL OFFICE, MAHAPE,
for supply five copies of Measurement plans immediately.

- X X -
AREA MANAGER
MIDC, Mahape

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Regional Office, Millennium Business Park,
Sector-1, Bldg.No.2/204,2nd Floor,
Mahape, Navi Mumbai-400710

Tel : +91-22-27782893 +91-22-27782894
Fax : +91-22-27781084
Email : romahape@midcindia.org

400710

By Regd. Post A.D.

No, ROMHP/TLJ/Case No.1,539/ 2424

Date: 13 MAY 2009

Subject : Plot No. L-114, L-115
From TALOJA INDUSTRIAL AREA
Creation of mortgage/ Charge in respect of
Letter dated 06-May-2009 from
M/S.GLASSTECH INDUSTRIES (INDIA) PVT.LTD.

**** CONSENT ****

Lease Date : 16-Jun-2005

Lessee :

M/S.GLASSTECH INDUSTRIES (INDIA) PVT.LTD.

Financial Institution/s

STATE BANK OF INDIA.

Rs. 17,50,00,000/-

Rs. 17,50,00,000.00

WHEREAS, in pursuance of sub-clause (y) of clause 2 of the above noted Lease executed by the Maharashtra Industrial Development Corporation (hereinafter called the Corporation) in favour of the Lessee/s consent/s was/were granted to the Lessee/s on the 03-Aug-2005, to mortgage / charge by the Lessee of the Lessee's interest under the said Lease in favour of :-

STATE BANK OF INDIA. (Rs.25,000,000)

as security for repayment of the loans of rupees already sanctioned or to be sanction.

AND WHEREAS, the Lessee/s has/have accordingly obtained/may obtain the Loan of Rs. 25000000/- . already sanctioned or to be sanctioned against the security of the Lessee's interest under the said Lease and said loans is/ are still outstanding;

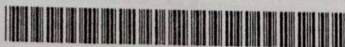
AND WHEREAS, the Lessee is desirous of raising further loan of **Rs.17500000/- (Rs. Seventeen crore fifty lakh only)** from the above noted Financial Institution/s on the same security and has applied for permission to create a further mortgage/charge on the same security .

Consent is hereby accorded to the further mortgage/charges by the Lessee/s of the Lessee's/Lessee's' intrest under the aforesaid Lease in favour of the above noted Financial Institution subject to the following conditions :-

(a) The Total amount of the further loan shall not exceed **Rs.17500000/- (Rs. Seventeen crore fifty lakh only)**.

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

" In the event of 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 realisation 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.1200/-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 Lessee/s to mortgage only a part of demised premises hereinabove referred to.

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

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

3. The Consent hereby granted is in addition to the consent previously granted to the Lessee on the 03-Aug-2005, .

Sd/ Jxy
REGIONAL OFFICER,
MIDC, MAHAPE

To,

**M/S. GLASSTECH INDUSTRIES (INDIA) PVT. LTD.
F-223, 2ND FLOOR,
TOWER 7, INTERNATIONAL INFOTECH PARK,
VASHI STATION COMPLEX,
NAVI MUMBAI-400703**

Copy f.w.cs to :-

1. The General Manager (Legal), MIDC, Mumbai - 400 093.

Copy to :-

Area Manager, TALOJA INDUSTRIAL AREA

✓ THE MANAGER

STATE BANK OF INDIA.

CHEMBUR BRANCH, SUNBEAM, 18TH ROAD, MUMBAI-400071.

R
REGIONAL OFFICER,
MIDC, MAHAPE

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

L-1148115
12.07.2010

Tel : +91-22-27782893 +91-22-27782894
Fax : +91-22-27781084
Email : romahape@midcindia.org

Regional Office, Mahape
Sector-1, Bldg.No.2/204, 2nd Floor,
Mahape, Navi Mumbai-400710

400710

By Regd. Post A.D.

No, ROMHP/TLJ/Case No.1,539/ 3802

Date : 24-Jun-2010

6 JUL 2010

Subject : Plot No. L-114,L-115
TALOJA INDUSTRIAL AREA
Creation of mortgage/ Charge in respect of
Read : Letter dated 10-Jun-2010 from
M/s.GLASSTECH INDUSTRIES (INDIA) PVT.LTD.

**** CONSENT ****

Lease Date : 16-Jun-2005

Lessee :

M/s.GLASSTECH INDUSTRIES (INDIA) PVT.LTD.

Financial Institution/s

STATE BANK OF INDIA.

Rs. 10,00,00,000=00

Rs. 10,00,00,000=00

WHEREAS, in pursuance of sub-clause (Y) of clause 2 of the above noted Lease executed by the Maharashtra Industrial Development Corporation (hereinafter called the Corporation) in favour of the Lessee/s consent/s was/were granted to the Lessee/s on the 03-Aug-2005 & 13-May-2010, to mortgage / charge by the Lessee of the Lessee's interest under the said Lease in favour of :-

STATE BANK OF INDIA. (Rs.2,50,00,000=00)

STATE BANK OF INDIA. (Rs.17,50,00,000=00)

as security for repayment of the loans of rupees already sanctioned or to be sanction.

AND WHEREAS, the Lessee/s has accordingly obtained the Loan of Rs. 20,00,00,000/- already sanctioned or to be sanctioned against the security of the Lessee's interest under the said Lease and said loans is/ are still outstanding;

AND WHEREAS, the Lessee is desirous of raising further loan of Rs.10,00,00,000/- (Rs. Ten crore only) from the above noted Financial Institution/s on the same security and has applied for permission to create a further mortgage/charge on the same security .

Consent is hereby accorded to the further mortgage/charges by the Lessee/s of the Lessee's/Lessee's' interest under the aforesaid Lease in favour of the above noted Financial Institution subject to the following conditions :-

(a) The Total amount of the further loan shall not exceed Rs.10,00,00,000/- (Rs. Ten crore only).

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

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

