में नेड बाह में स्मेर में डोर्फ

## Maharashtra Industrial Development Corporation

(A Government Of Maharashira Undertaking)

Tel: (0253) 2364011, 2353489

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REGIONAL OFFICE, NASHIK UDYOG BHAVAN 2ND FLOOR, NEAR I.T.I. TRIMBAK ROAD, SATPUR, NASHIK - 422007

Date: 25-JAN-2022

Letter No.: MIDC/RO(NASHIK)/Nashik-Ambad/LMS-189/A28975

Subject :- Ambad Industrial Area

Plot No. P-11/2

Creation of mortgage/ Charge in respect of ....

Read :- Letter Dated 17-Jan-2022 from

\*\*\*\* CONSENT \*\*\*

Lease Date: 04th day of April, 2005

Lessee:

M/S. SAURABH ENGINEERING PVT. LTD.

Financial Institution/s. UNION BANK OF INDIA

Rs. 25,00,00,000 /-

Rs. 25,00,00,000 /-

WHEREAS by an indenture of lease dated 04th day of April, 2005 made between the Maharashtra Industrial Development Corporation(hereafter called " the Corporation") of the One Part and M/S.SAURABH ENGINEERING PVT.LTD. of the other part and lodged for Registration in Duplicate with Sub-Registrar of Assurances at Nashik under Serial No. 02339 and on 04th day of April , 2005 the Corporation demise unto M/S.SAURABH ENGINEERING PVT.LTD. all that piece of land known as Plot No. P-11/2 in Ambad Industrial Area containing the admeasurements 7410 Sq.Mtrs. or thereabout /s for the term of 95 years commencing from the 1st day of July, 1982 at the rent reserved by and subject 1- to the covenants and conditions contained in the said lease.

WHEREAS, in pursuance of sub-clause (v) of clause 2 of the marginally noted Lease Dated 04th day of April, 2005 executed by the Maharashtra Industrial Development Corporation (hereinafter called the Corporation) in favor of the Lessees consent hereby accorded to the mortgage/charge by the Lessees of the Lessee's interest under the aforesaid Lease in favor of the above Bank as a Collateral security for raising loan from the said bank by the Sister Concern Company/Associated Company M/S. JITENDRA NEW EV-TECH PVT. LTD. AT ABOVE HERO HONDA SHOWROOM, SARDA CIRCLE, NASHIK, of the Lessees subject to the following conditions:-

- (a) The Amount of the loan shall not exceed Rs. 25,00,00,000/- (Rs. Twenty Five Crore Only)
- (b) This consent hereby granted is restricted to the above loans 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 lessees 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".

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- (e) That in the event of default of the repayment of the said loan committed by the Company and Bank exercise of its right under the mortgage decides to realization of the loan, the Bank shall first dispose off the principle security of M/S. JITENDRA NEW EV-TECH PVT. LTD. AT ABOVE HERO HONDA SHOWROOM, SARDA CIRCLE, NASHIK realize the guarantees and if the Banks dues are not satisfied in that event the bank should dispose of the property given as a Collateral Security viz. Plot held by the Lessees which is given as a Collateral Security or any part thereof or having the same sold as aforesaid for realization of the security and in that the Bank shall first pay to the Corporation the differential premium as per guidelines in existence at the time of Transfer of the plot and the Bank Shall satisfy its dues from the balance of the sale proceeds guarantees.
- (d) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorise 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 from 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. This office issued the last Consent vide letter No. A07767 dtd. 07/01/2022 as treated as cancelled.

VISHNU
GAVALI
Digitally signed by NITIN VISHNU
GAVALI
Diker2022.01.25
11:16:55 +05:30
Regional Officer,
MIDC, NASHIK

To,

- 1. M/S. SAURABH ENGINEERING PVT.LTD. PLOT NO P-11/2 AMBAD INDL.AREA AMBAD, NASHIK-422010
- 2. M/S. JITENDRA NEW EV-TECH PVT. LTD. AT ABOVE HERO HONDA SHOWROOM, SARDA CIRCLE, NASHIK

Copy Forwards to :-

BRANCH MANAGER
UNION BANK OF INDIA
422/23 MARATHA MANDIR MAHATMA
GANDHI ROAD POST BOX NO. 50,
NASHIK - 422001

Sd/-Regional Officer, MIDC, NASHIK



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