



Friday, February 03, 2012

4:44:45 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

दस्तऐवजाचा अनुक्रमांक उहन3-549-2012 पावती क्र. : 29

गावाचे नाव जांभिवली दिनांक 03/02/2012

अर्जाचा अनुक्रमांक उहन3 - 00633 -

दस्ता ऐवजाचा प्रकार भाडेपटाचे हस्तांतरण

सादर करणाराचे नाव: मे. कुल सिस्टमस् तर्फे प्रोग्रायटर सधिन सोन्यावापू कुल - -

पृष्ठांकनाची न. फी (फोलीओ)/शेरे

- 60.00

एकूण रु. 60.00

Shelw
सह दुय्यम निबंधक
उत्तरासंगर उक्त संतार 3



Tuesday, January 31, 2012

3:42:49 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 549

दिनांक 31/01/2012

गावाचे नाव जाभिंगली

दस्ताऐवजाचा अनुक्रमांक उहन3 - 00549 - 2012

दस्ता ऐवजाचा प्रकार भाडेपटाचे हस्तांतरण

सादर करणाराचे नाव: मे कुल सिस्टमस तर्फे प्रोप्रायटर सचिन सोन्यायापू कुल

| | | | |
|---|------------|---|-----------------|
| नोंदणी फी | : | - | 10840.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (102) | : | - | 2040.00 |
| एकूण | रु. | | 12880.00 |

आपणास हा दस्त अंदाजे 3:57PM ह्या वेळस मिळेल

दुय्यम निवधक

उज्जैन नगर 3

बाजार मुल्य: 1084000 रु. मोबदला: 974400रु.

भरलेले मुद्रांक शुल्क: 54200 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: ICICI BANK;

डीडी/धनाकर्ष क्रमांक: 655391 655436; रक्कम: 10844 रु.; दिनांक: 25/01/2012



दस्ताक्रमांक व वर्ष: 549/2012

Tuesday, January 31, 2012

3:45:31 PM

दुय्यम निबंधक: उल्हासनगर 3

नोटणी 63 B

Page 61 m 0

सूची क्र. दोन INDEX NO. II

गावाचे नाव : जांभिवली

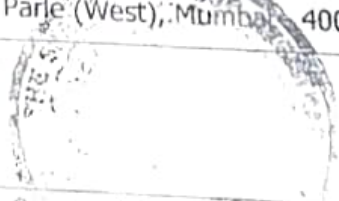
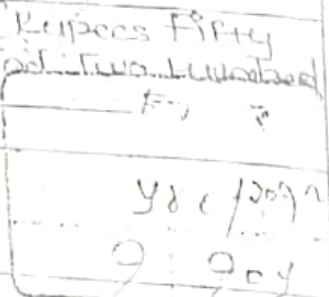
- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप गाडेपटाचे हस्तांतरण व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 974,400.00
वा.भा. रु. 1,084,000.00
- (2) भू-भाषण, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: दस्त अभिनिर्णीत- मोजे जांभिवली ता.अवरनाथ अँडीशनल अवरनाथ इंडस्ट्रीज एरिया. उदयोग भवन नं. -1, प्लॉट नं.-AM-20, गाळा/ युनिट नं.-310, वी टाईप, क्षेत्र - 80.82 चौ.मी. सुपर वाधीव , 600 चौ.फूट म्हणजेच 55.74 चौ.मी.
(1)
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून घेण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
(1) मे. एमजीएन प्रॉपर्टीज एलएलपी तर्फे भागिदार 1)गगनदास गणेश पटेल 2) मानजी गणेश पटेल 3)नरेशी गणेश पटेल - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -;
(2) 4) मे. सुरक्षा रियलिटी लि तर्फे डायरेक्टर परेश मोहनलाल पारेख 5)मे. रुची प्रॉपर्टीज प्रा.लि तर्फे डायरेक्टर बेचर राघवजी पटेल या सर्वातर्फे कु.मु.घा.म्हणून प्रफुल्ल सुंदरदास नेगांधी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अवरनाथ; तालुका: -; पिन: -; पॅन नम्बर: -;
(3) महाराष्ट्र इंडस्ट्रीयल डेव्हलपमेंट कॉर्पोरेशन तर्फे मॅनेजर आर. टी. माने - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अंधेरी; तालुका: मुंबई; पिन: -; पॅन नम्बर: -;
(1) मे. कुल सिस्टमस् तर्फे प्रोप्रायटर सचिन सोन्याबापू कुल - -; घर/प्लॉट नं: 9; गल्ली/रस्ता: -; ईमारतीचे नाव: स्नेह यंधन विल्डींग विश्व विजय सोसा; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अवरनाथ; तालुका: -; पिन: -; पॅन नम्बर: BGNPK7661M.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 31/01/2012
- (8) नोटणीचा 31/01/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 549 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 54200.00
- (11) बाजारभावाप्रमाणे नोटणी रु 10840.00
- (12) शेरा



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| Nature of Document | TRIPARTITE AGREEMENT TO SUB LEASE |
| Registration Details | Registrable /Non Registrable |
| If Registrable Name of S.R.O. | |
| Franking Unique No. | |
| Property Description in Brief | Gala No.310 in "B" Type, Udyog Bhavan-1, Plot No. AM-20, Additional Ambernath Industrial Area, Near Anand Nagar, MIDC, Ambernath (East), Thane. |
| Consideration Amount | Rs.9,74,400/- (Rupees Nine Lakhs Seventy Four Thousand Four Hundred Only). |
| Stamp Purchasers Name | Shri Sachin Sonybapu Kul, Proprietor of M/s. Kul systems, Flat No.9, 2 nd Floor, Sneh Bandhan Bldg., Vishav Vijay Co-operative Housing Society Ltd., B-Cabin Road, Ambernath (E), Thane-421 501 |
| Name of the other Party | M/s MGN Properties LLP, Registered Office at 10, Mithila Shopping Centre, V. M. Road, Juhu Scheme, Vile Parle (West), Mumbai - 400 049. |
| If through Name & Address |  |
| Stamp Duty Amount | Rs.54,200/- [Rupees Fifty four thousand two hundred only] RS. _____ |
| Authorized Person's full Name, Signature and Seal |  Y88/2017 9/9/17 |

Received Adj. Fee Rs. 100/-
 Visa challan No./Receipt No. 100/1000
 Date 17/12/11
 Collector of Stamps Thane Rural

original

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 1301/11 Date 23/12/11
 Received from Shri. M.S. Kulkarni Systems residing at Arherwadhi
 Stamp Duty Rs. 54,200/-
 (Rupees fifty-four thousand two hundred only) State Bank of India Branch SINANE No. 763 Dated 16/12/2012
 Certified under Section 32(1)(b) of the Stamp Act 1958 that the full Stamp Duty of Rs. 54,200/- with which this instrument is chargeable has been paid vide Article No. 60125 of Schedule
 This certificate is subject to the provision of section 53(A) of Bombay Stamp Act 1958
 Place: Sinane
 Date: 17/12/2012 Collector of Stamps Thane Rural

H.V. Rs. 10,84,000/-
 Consideration Rs 9,74,400/-



TRIPARTITE AGREEMENT TO SUB-LEASE

THIS TRIPARTITE AGREEMENT TO SUB-LEASE is made at Thane on 22nd day of December, 2011;
 31st Jan 2012

BETWEEN

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH.III 1962) having their Principal Office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (East), 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**;

Yrcf
 S 904

M. Kulkarni
 2

S. J. ...

A N D

M/s. MGN PROPERTIES LLP, through its partners (1) Shri Gangdas Ganesha Patel, (2) Shri Manji Ganesha Patel (3) Shri Narshi Ganesha Patel (4) M/s. Suraksha Realty Limited, through its Director Shri Paresh Mohanlal Parekh (5) M/s. Ruvee Properties Pvt. Ltd., through its Director Shri Bechar Raghavji Patel, a Partnership incorporated under Section 58(1) of the Limited Liability Partnership Act, 2008 and having its registered office at 10, Mithila Shopping Centre, V. M. Road, Juhu Scheme, Vile Parle (West), Mumbai – 400 049, hereinafter referred to as the **"Lessee"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last survivor of them), of the **SECOND PART**;

A N D

SHRI SACHIN SONYBAPU KUL, Proprietor of **M/s. KUL SYSTEMS**, having its address at Flat No.9, 2nd Floor, Sneh Bandhan Bldg., Vishav Vijay Co-operative Housing Society Ltd., B-Cabin Road, Ambernath (E), Thane-421 501, hereinafter referred to as the **"Sub-Lessee"** (which expression shall, unless the context does not so admit, include its successors and assigns), of the **THIRD PART**.

WHEREAS:

A. By an Indenture of Lease dated the **27th** day of **January, 2011** (hereinafter referred to as "the said Lease") made between the Lessor of the One Part and the Lessee / Lessees of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Ulhasnagar under Serial Nos. **UHN- 3 - 00620 - 2011** on the **7th** day of **February, 2011** 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/s to be paid observed and performed deed thereby demise unto the



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Stamp: 8/2/11
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Handwritten signature: Sachin Sonybapu Kul

Lessee/s all that piece of land known as Plot No. **AM-20** at the **Additional Ambernath Industrial Area**, within the village limits of Jambhivali and outside the Municipal Limits, Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by admeasurement **16366.36** sq. mtrs. for **AM-19 and AM-20 (Admeasuring 6366.36 sq. meters for AM-20)** or thereabouts standing on Plot No. **AM-20**, and more particularly described in the First Schedule thereunder and also in the First Schedule hereunder written together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances, thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto the Lessee/s for a term of **Ninety Five years** computed from the **1st day of April, 2010** subject to the payment of rent and on the terms, covenants and conditions therein contained.



B. WHEREAS the Lessor has constructed at their own expenses several Galas / Units on land being all that pieces and parcels of land bearing Plot No. **AM-20** admeasuring **6366.36 sq. meters** situated, lying and being at **Additional Ambernath Industrial Area** within the village limits of Jambhivali and outside the Municipal Limits, Taluka Ambernath and Registration Sub-District Ulhasnagar & Registration District Thane, hereinafter referred to as the **"Sub-Demised Land"** and more particularly described in the First Schedule (B) hereunder written.



C. AND WHEREAS the **Sub-Lessee** with intent to establish **Industrial/Commercial** activity, requested the **Lessor** through **Lessee** to grant sub-lease of the part in the said building **"Udyog Bhavan - 1"** for Gala/Unit No. **310** and hereby marked **Annexure "A"** is a copy of the Letter of the Developer **M/s. MGN Properties LLP** addressed to MIDC which is part and parcel of the said agreement.

copy of the Letter
to MIDC which is
yrcf
27th January 2011

D. PURSUANT to the terms and conditions of the Lease dated **2011**, the Lessee and the Sub-Lessee has requested to the Lessor to accord its permission to Sub-Lease the Sub-Demised Premises to the Sub-Lessee and

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to enter into this Lease and the Lessor has agreed for the same and thereby the terms and conditions of the Lease dated **27th January, 2011** executed between Lessor and Lessee shall be binding on the Sub-Lessee.

E. AND WHEREAS before signing this Sub-Lease the Lessee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer") the sum of **Rs.25,000/- (Rupees Twenty Five Thousand only)** towards the Sub-Lease charges payable by the Lessee.

F. AND WHEREAS for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share ceases and the owner's share of Municipal or village Panchayat rate or taxes, which the Lessee/Sub-Lessee have agreed to bear and pay under these present although by law recoverable from the Lessor.

NOW THIS INDENTURE OF SUB-LEASE WITNESSETH AS FOLLOWS:

GRANT OF SUB-LEASE

In pursuance of the Lease in consideration of the Land, the Lessor hereby grants its permission to the Lessee to Sub-Lease the Sub-Demised Gala/Unit to the Sub-Lessee.

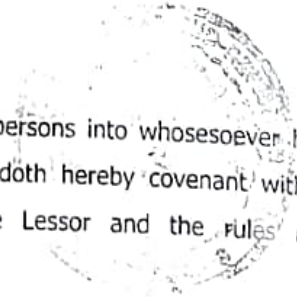
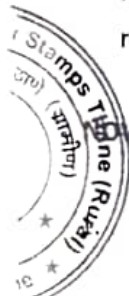
COVENANTS BY THE SUB-LESSEE

The Sub-Lessee with intent to bind all persons into whosoever hands the Sub-Demised Gala/Unit may come doth hereby covenant with the Corporation subject to policies of the Lessor and the rules made thereunder, as follows:-

- i. To pay all existing and future taxes, rates, assessments and outgoing of every description for the time being payable either by landlord or tenant or by the Occupier in respect of the Sub-Demised Gala/Unit and anything for the time being thereon.

Stamp
9/10/2011
E. J. Jay

M. Kulkarni
12/10/2011
[Signature]



ii. That the Sub-Lessee shall commence the activity and shall carryout authorised operations within the sub-demised premises in accordance with the policy of Lessor in force from time to time within 12 year from the date hereto.

iii. The Sub-Lesseees 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 condition which may, from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Acts, as regards the collection treatment and disposal or discharge of effluent or waste or otherwise however and shall indemnify and keep indemnified the Lessor and the Lessee against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

iv. Not any time during the period of this sub-lease to erect any building erection or structure whatsoever nature or any proration of the demised premises.

v. To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining Gala/Unit /buildings or other land by such building or in consequence of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work becomes 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.

Stamp: 17-3
18/1/2008
6/9/07

vi. To observe and confirm to all rules, regulations and bye-laws of the Lessor being Special Planning Authority / Municipality / 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 facilities, accommodation and other sanitary arrangements for the labourers, workmen and for its employed and other staff employed on the Sub-Demised Gala / Unit. The Sub-lessee shall not without the previous consent in writing of the Executive Engineer permit any labourers or



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workman to reside upon the Sub-Demised Gala / Unit and in the event of such consent being given shall comply strictly with the terms thereof.

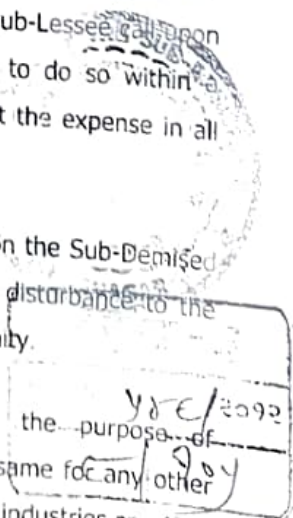
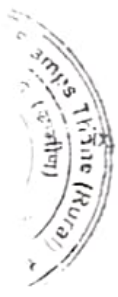
vii. That no alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the Sub-Demised Land or architectural features thereof except with the previous permission in writing of the Executive Engineer and in accordance with the D.C. Rules of the Corporation Building Regulations set out in the Second Schedule hereunder written.

viii. Throughout the term the Sub-Lessee shall at its expense, well and substantially to repair, pave, cleanse and keep in good and substantial 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 Property and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To permit the Chief Executive Officer of the Corporation 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 of the Sub-demise after a week's previous notice to enter into and upon the Sub-demised Gala / Unit 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 Sub-Lessee call upon them to execute the repairs and upon their failure to do so within a reasonable time the Corporation may execute them at the expense in all respect of the Sub-Lesseees.

x. Not to do or permit to be done anything to be done on the Sub-Demised Gala / Unit which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other land in the vicinity.

xi. To use the Sub-Demised Gala / Unit only for the purpose of **Industrial/Commercial** activity and not to use the same for any other purpose whatsoever including for any of the obnoxious industries specified in the Annexure set out in the Third Schedule hereunder written without



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the same may be recovered from the Sub-Lesseees as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

3. THE Lessee and Sub-Lessee hereby jointly confirm covenants and undertakes that:-

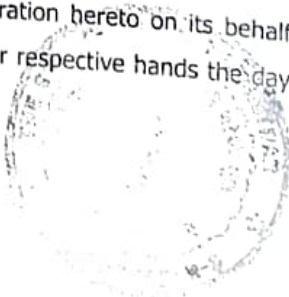
1) They shall adhere to and strictly follow all the terms and conditions of the Lease and shall at all times hereafter well and sufficiently indemnify and hold harmless and keep the Corporation indemnified from and against any action, proceedings, all claims and demands made or preferred against the Corporation in respect of such Sub-Lease arising from or by reason of any acts of default, negligence or breach of any conditions, stipulations, rules and regulations required to be observed and performed by them.

2) That in the event of termination of the Lease by the Lessor or the Lessee, this sub-lease hereunder contemplated shall also be co-terminated simultaneously without any further act or deed and the Lessor shall not be liable for any damages or losses that may be caused to the Sub-Lessee or the Lessee.



IN WITNESS WHEREOF **Shri R.T. MANE (LAND MANAGER)** of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and there to the Lessee and Sub-Lessee have set their respective hands the day and year first above written.

Shri R.T. Mane
M. Mane
[Signature]



M. Mane

Shri R.T. Mane

[Signature]

| |
|----------|
| 30/05/20 |
| 480/1000 |
| 90/704 |

FIRST SCHEDULE

DESCRIPTION OF LAND

FIRSTLY, all that pieces or parcels of land known as Plot No. **AM-20** alongwith building "**Udyog Bhavan-1**" at the **Additional Ambernath Industrial Area** within the village limits of Jambhivali and outside the Municipal limits, Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by Admeasurements **6366.36 sq. mtrs.** for Plot No. **AM-20** or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto that is to say:-

On or towards the North by: **Plot No. B-40/1**

On or towards the South by: **Plot No. W-94/1**

On or towards the East by: **Open Space – Plot No. 14**

On or towards the West by: **MIDC Road.**

DESCRIPTION OF SUB-DEMISED GALA / UNIT

SECONDLY, all that Gala / Unit No.310 admeasuring **80.82 sq. mtrs.** Built-up area equivalent to **600 sq.ft Carpet area** i.e. **55.74 sq.mtrs.** on the Third Floor in "**Udyog Bhavan No. 1**" Building standing on Plot No. **AM-20** at **Additional Ambernath Industrial Area** within the village limits of Jambhivali and outside the Municipal limits, Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane bounded by red coloured boundary lines on the plan annexed hereto, that is to say:-

On or towards the North by : **Plot No. B-40/1**

On or towards the South by: **Plot No. W-94/1**

On or towards the East by: **Open Space - Plot No. 14**

On or towards the West by: **MIDC Road.**

M. S. Kulkarni
20/10/2014

20/10/2014

SECOND SCHEDULE

(BUILDING REGULATIONS)

1. The Development Control Rules applicable to the Corporations Industrial Area shall be applicable to this Industrial Area.
2. The periphery of the plot shall be utilized for the purpose of planting trees. At least one tree shall be planted per 200 sq. mtrs. And one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised land.
3. The Sub-Lessees shall not use the Gala/s/Unit/s for any other purpose except for **INDUSTRIAL/COMMERCIAL** Building and works and it shall not be used for any other purpose whatsoever.

No construction work shall be commenced unless the plans, elevations and sections have been approved by the Special Planning Authority Officer authorized by the Corporation and no additions or alternations to buildings, the plan of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.

All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Sub-lessees. Where more than one Sub-lessee is concerned with the same boundary mark, the Officer authorized by the Corporation shall allocate this obligation suitably.

6. Three sets of the specification, Plans, Elevations and Sections as approved by the Special Planning Authority / Local Authority / Planning Authority shall be submitted to the Special Planning Authority / Executive Engineer for record and to enable him to grant No Objection.

| | |
|--------------------|----|
| Approved | 23 |
| Y. K. Desai | |
| Executive Engineer | |
| 99/904 | |

- 24. Manufacture of Viscose Rayon.
- 25. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.



SIGNED, SEALED AND DELIVERED
 by Shri R.T. MANE (LAND MANAGER))
 The Chief Executive Officer / the Deputy)
 Chief Executive Officer / Administrative)
 Officer / The Deputy Secretary / The Area)
 Manager of the Withinnamed)
 Maharashtra Industrial)
 Development Corporation)
 in the presence of)

[Handwritten signature]
MIDC, Warananagar



- 1. Shri D.D. Sankhe AM *[Signature]*
- 2. Shri A.B. Mulani Clerk *[Signature]*

SIGNED, SEALED AND DELIVERED)
 by the abovenamed Lessee)
s. MGN Properties LLP,)
Through its Partners/)
Power of attorney holders)
 1. Shri Manji Ganesha Patel &)
 2. Shri Bechar Raghavji Patel under)
 Power of Attorney dated 27/01/2011)



For MGN PROPERTIES LLP
[Signature]
 Authorised Signatory



[Handwritten stamp]
 48/1/2011
 98/907

In the presence of

- 1. Shri Prakash Gurav) *Prav*
- 2. Shri Ramesh B. AYUR.) R.B. AYUR

SIGNED, SEALED AND DELIVERED)
 by the abovenamed **Sub-Lessee**)
SHRI SACHIN SONYBAPU KUL)
 Proprietor of)
M/s. KUL SYSTEMS)



Sachin Kul
 Proprietor



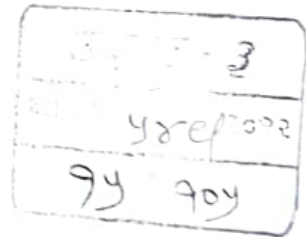
In the presence of

Shri P. S. Golatkar
 Vishva Vijay Soc. Sneh Bandhan,
 "B" Cabin Road, Ambarnath (E).

[Signature]

2. Shri A. R. Kale
 Vishva Vijay Soc. Sneh Bandhan,
 "B" Cabin Road, Ambarnath (E).

[Signature]



The Common Seal of the abovenamed
 Sub-Lessee/s was, pursuant _____
 On ____ day of _____, affixed hereto.



1) Swati A Deshpande
 Vishva Vijay CHS,
 Ambarnath

Swati Deshpande

महाराष्ट्र औद्योगिक विकास महामंडळ
(महाराष्ट्र शासनाचा अंगिकृत व्यवसाय)



No./MIDC/M(Land)/739 / 2011

Date :- 23-9-11

॥ उद्योगात् संपन्न समृद्धि ॥

To,
M/s. MGN Properties LLP
10 Mithila Shopping Centre,
V.M. Road, Juhu Scheme,
Mumbai- 400 049.

Sub :- Additional Ambernath Indl. Area
Udyog Bhavan No. 1, Plot No. AM-20,
Gala No. 310, B Type
Execution of Sub- Lease.....

Sir,

The typed copies sent by you are checked by this office and found correct. We would now request you to refer the Original and Duplicate of the document to the Collector of Stamps, Thane for paying Stamp duty.

After the copies are adjudicated and stamp duty is paid to the Collector of stamps, Thane the same may be submitted to this office so that the convenient date for execution of Lease will be communicated to you.

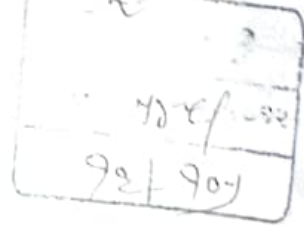
Thanking you,

Yours faithfully,

Encl : As above



Manager (Land)
MIDC, Mumbai 2, 93.



मुद्रांक जिल्हाधिकारी, ठाणे (ग्रामीण) यांचे समोर
मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश.
अर्जदार :- मे कुल सिसटमस

जा.क्र.अभिनिर्णय/प्र.क्र. १३०१/११ / १३३/१२
मह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक
जिल्हाधिकारी, ठाणे ग्रामीण यांचे कार्यालय.
जिल्हाधिकारी इमारत, चौथा मजला, रुम
नं. ४०६, ठाणे (प)- ४०० ६०१.
दिनांक :- ७/०१/२०१२

२/- दस्तातील माहिती पुढीलप्रमाणे,

१. लेसॉर - महाराष्ट्र औद्योगिक विकास महामंडळ, मुंबई
२. लेझी - मे एम जी एन प्रॉपर्टीस एल एल पी
३. सब-लेझी - मे कुल सिसटमस
४. दस्तऐवजाचा प्रकार - ट्रायपार्टीट अॅग्रीमेंट टु सब लिज
५. मोबदला रक्कम - रु ९,७४,४००/-
६. मिळकतीचे वर्णन - गाळा/युनिट नं ३१०, तिसरा मजला, क्षेत्र ६०० चौ मी कारपेट/
५५.७४ चौ मी, उदयोगभवन नं १, प्लॉट नं एएम-२०, अति
अंबरनाथ औद्योगिक विभाग, मौज जांभिवली, ता.अंबरनाथ, जि. ठाणे

२/- प्रस्तुत अर्जदार यांनी मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ (२) नुसार प्रत्येक दिनांक २३/१२/२०११ रोजी मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (ग्रामीण) यांचेकडे दिनांक २३/१२/२०११ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले ट्रायपार्टीट अॅग्रीमेंट टु सब लिज चं प्रारूप व प्रतिज्ञापत्र, इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत ४९०१००९ अन्वये १००/- दिनांक २३/१२/२०११ रोजी शासनाच्या लाभात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत ट्रायपार्टीट अॅग्रीमेंट टु सब लिजचे संलेखावर किती मुद्रांक शुल्क अकारत येईल. या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.

१. मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.

२. ट्रायपार्टीट अॅग्रीमेंट टु सब लिज चे प्रारूप

४/- विषयांकित दस्तातील विषय वस्तु असलेल्या मिळकतीवर मुद्रांक शुल्क विधायक करणाऱ्या ट्रायपार्टीट अॅग्रीमेंट टु सब लिज मधील मिळकत गाळा/युनिट नं ३१०, तिसरा मजला, क्षेत्र ६०० चौ मी कारपेट/ ५५.७४ चौ मी, उदयोगभवन नं १, प्लॉट नं एएम-२०, अति अंबरनाथ औद्योगिक विभाग, मौज जांभिवली, ता.अंबरनाथ, जि. ठाणे येथील आहे. मिळकतीचे मुल्यांकन सहाय्यक नगररचनाकार यांनी रु १०,८४,०००/- इतके काढले आहे. तसेच मोबदला र रु ९,७४,४००/- इतके येत

असून बाजारमूल्य रक्कम हि मोबदला रक्कमेक्षा जास्त असल्याने यावर मुंबई मुद्रांक अधिनियम १९५८ चे अनु ६०/२५ अन्वये ५% दराने रक्कम रु. ५४,२००/- इतके मुद्रांक शुल्क व व्दिप्रतीसाठी अनु २७ नुसार रु १००/- असे एकूण रु५४,३००/- इतके मुद्रांक वसूल करणे आवश्यक आहे.

खालील उपरोक्त विषयांकित अटी व शर्ती याच्या अधिन राहून आदेश पारीत करण्यात येत आहे.

१. मुंबई मुद्रांक अधिनियम १९५८ चे अधिन राहून आदेश पारीत करणेत येत आहे.
२. मुंबई मुद्रांक अधिनियम १९५८ चे कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क /मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करून दिली आहे. कलम २८चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणेचे आधिन राहून आदेश देत आहे.
३. कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियम १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे आधीन राहून आदेश देणेत येत आहे.

आदेश

वर नमुद केलेल्या बाबीच्या पार्श्वभूमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे ग्रामीण प्रश्नाधिन ट्रायपार्टीट अॅग्रीमेंट टु सब लिज चे दस्तांचे संलेखावर मुंबई मुद्रांक अधिनियम १९५८ चे परिशिष्ट १ मधील ६०/२५ व २७ नुसार रु. ५४,३००/- इतके मुद्रांक शुल्क आकरणेस आदेश देण्यात येत आहेत.

ठिकाण :- ठाणे

दिनांक :- 17 JAN 2012

(एस.ए.जाधव)
मुद्रांक जिल्हाधिकारी
ठाणे ग्रामीण

प्रत :- १ मे कुल सिस्टम्स

२ सह दुय्यम निबंधक उल्हासनगर क्र ३



4801
9-1-12

MGN PROPERTIES LLP

Registered Office - 10, Mahila Shopping Centre, V. M. Road, Juhu Scheme, Mumbai - 400 049. T - 022-6710 1090.

ANNEXURE "A"

Date: 16/05/2011

To,
Land Manager,
Udyog Sarathi,
MIDC, Marol,
Andheri (East),
Mumbai - 400 093.

SUB: GRANT OF SUB-LEASE OF UNIT NO.310 ON THIRD FLOOR IN UDYOG BHAVAN 1 BUILDING AT ADDT. AMBARNATH, MIDC.

Dear Sir,

We intend to sub-lease unit no.310 Carpet 600 Sq. ft /55.74 Sq.mtr on Third Floor of Udyog Bhavan 1 building "B" type on plot AM 20 at Additional Ambarnath MIDC to Shri Sachin Sonybapu Kul, Proprietor of M/s Kul Systems having address at Flat No. 9, 2nd Floor, Sneh Bandhan, Vishav Vijay Society, "B" Cabin Road, Ambarnath (E), Thane - 421 501.

- a) The said Unit is sub-Leased for a consideration /lease premium of Rs.9,74,400/- (Rupees Nine Lakhs Seventy Four Thousand Four Hundred Only) which shall be payable in the following manner as stipulated below:-
1. Rs.1,00,000/- (Rupees One Lakh only) paid by cheque bearing no.012847 dated 1/05/2011 drawn on ICICI Bank Ltd.
 2. Rs.8,74,400/- (Rupees Eight Lakhs Seventy Four Thousand Four Hundred Only) to be paid on or before 15 days from execution of this presents.

Payment of the abovementioned consideration /lease premium is the essence of the contract failing which it will be considered as the breach of the Agreement.

- b) The Sub-lessee shall pay to lessee by way of security deposit a sum of Rs. Nil (Rupees Nil) in respect of the said Unit as mentioned above and shall also pay the sum of Rs.10,800/- (Rupees Ten Thousand Eight Hundred Only) being maintenance charges, AMC taxes and other outgoing.

Thanking You,



Yours Faithfully,
For MGN Properties LLP

Authorised Signatory

4809
72190

Branch Office:- 1st Floor, Arvind Colony, Above Daa Restaurant, S.V. Road, Ida, Vile Parle (W), Mumbai - 400 056,
T - 022-6133333 / 0251-2603761 M - 9320140136 / 9320187438 / 9320416268

INDUSTRIAL DEVELOPMENT CORPORATION

Government of Maharashtra Undertaking

By R. P. A. D.

No. MIDC/MBP/267

2011

Date

Subject - Additional Ambernath Industrial Area
Udyog Bhavan - I, Plot No. AM-20, Gala No. 310,
B Type Request for grant of consent for
Transfer of

Read : Letter dated the 24.08.2011 received from
M/s. MGN Properties LLP

: ORDER :

By a marginally noted Lease executed by the Maharashtra
Industrial Development Corporation in favour of the Lessee, the Corporation is in

Lease dated the 27th January, 2011

Lessee :-

M/s. MGN Properties LLP

Transferee

Shri. Sachin Sonyabapu Kul Prop. of
M/s. Kul Systems

Consideration of the stipulations and
conditions on the part of the Lessee therein
contained agreed to grant in favour of the
Lessee, a Lease of the Bldg. No. Udyog
Bhavan - I, Plot No. AM-20, Gala No. 310,
B Type having area 56 sq. mtr i.e 603 sq. ft
of saleable built up area of thereabouts in the
manner specified in the said Lease.

The Lessee viz. M/s. MGN Properties LLP in pursuance of sub-clause (i) of clause 2 of
the said Lease represented to the Corporation for grant to it of a consent for transfer and
assignment of its interest under or the benefit of the said Lease in favour of Shri. Sachin
Sonyabapu Kul Prop. of M/s. Kul Systems (herematter called "the transferee")

The Corporation has after due consideration of the said request of the Lessee
decided to grant its consent to the transfer by the Lessee of the benefit of its interest
under the said Lease subject to following conditions :-

(a) The consent hereby granted is subject to the payment to the Corporation by the
Lessee a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) being Standard
Transfer Fee which is paid by the Lessee vide D. R. No. 002374/260 dated 25.08.2011.

YPC/2011
20/9/11

b) The transferee shall be bound to perform and observe all the stipulations and conditions contained in the said Lease dated 27th January, 2011 as if the said Lease has been executed by the transferee of the said Bldg. No. Udyog Bhavan -1, Plot No. AM-20 Gala No. 310, B Type having area 56 sq. mtr. in Additional Ambemath Industrial Area

c) The Lessee shall deliver at the Lessee's expense a copy of the Tripartite Agreement for sub-lease to the Corporation as provided in sub-clause (i) of clause 2 of said lease and such copy shall be furnished in duplicate.

d) This consent is restricted to the transfer and assignment of the interest and benefits under the Lease in favour of the transferee alone and for the project approved permitted by the Corporation and in case of the transferee proposes to make any further transfer of assignment or parting wholly or partially with the possession of the said Bldg. No. Udyog Bhavan -1, Plot No. AM-20 Gala No. 310, B Type . having area 56 sq. mtr. or any part thereof the transferee will have to make a fresh application for Consent.

e) This consent hereby granted shall not be operative unless the Tripartite Agreement for sub-lease executed as per sub-para (c) above within 30 days from the date of receipt of this letter.

Manager (Land)
MHDC, Mumbai - 93.

To,
M/s. MGN Properties LLP
10, Mithila Shopping Centre, V.M. Road,
Juhu, Scheme, Mumbai-400 049.



Handwritten notes in a rectangular box:
Date: 1/1/2012
99: 904

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



BY R.P.A.D.

No. MIDC/Manager(L)/Addl. Amb/112 /2010

Dated :- 12/03/2010

Sub :- Additional Ambernath Indl. Area.
Allotment of Building on
"A is where is basis"

Ref: 1) Your sealed offer dated 27/01/2010 opened
On this office date 28/01/2010.
2) Board Resolution No. 4915 meeting on 334 -
Dated 23/02/2010.

*** ORDER ***

The undersigned is please to inform you that the Corporation has considered your highest bid mentioned in the tender alongwith land shown in the following table in Additional Ambernath Industrial Area for the use of "Industrial, Commercial Residential and other purpose" subject to following terms and conditions.

Table

| Sr. No. | Name of building | Plot No. | Area of Plot | Area of building | Rate per sq.mtr of the building. | Total Cost of Building. |
|---------|----------------------------------|------------------|---------------------------------|------------------|----------------------------------|-------------------------|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
| 01 | Udyog Bhavan-1 | AM-19 AM-20 | 10000.00 4752.20 14752.20 | 3535.12 | 14532/- | 5,13,72,364.00 |
| 02 | Udyog Bhavan-2 | K-1, K-2, K-3 | 45900 | 33456 | 7072/- | 23,66,00,832.00 |
| 03 | Udyog Bhavan-4 | M-4, M-5 | 9000 | 8869.20 | 4037/- | 3,58,04,960.00 |
| 04 | Udyog Bhavan-5 | M-1, M-2, M-3 | 15000 | 12522.26 | 4037/- | 5,05,52,364.00 |
| 05 | Central Footware Training Centre | AM-18 | 18350 | 18350 | 6356/- | 1,20,45,891.00 |
| | | | | | TOTAL Rs. | 38,63,76,411.00 |

- 1) The total premium amount of the buildings is Rs. 38,63,76,411/- as shown in the table alongwith the land to be deposited within 30 days from the date of issue of this letter otherwise this offer will automatically stand cancelled & no further correspondence will be made.
- 2) On payment of total amount the EMD will be refunded by this office. If the full payment as above is not received within the stipulated time the EMD stand forfeited.

HEAD OFFICE : "Udyog Sarthi", Mahakali Caves Road, Ambarnath, Mumbai - 400 093

FORT BRANCH : Orient House, 5th Floor, Adil Marjaban Street, Fort, Mumbai-01

Tel.: (022) 2687 0027/52/54/73


Tel.: (022) 2261 6547

Fax: (022) 2687 151

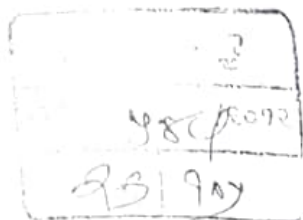
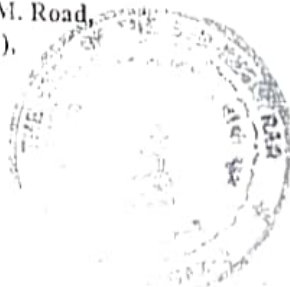
Fax: (022) 2261 654

- 3) The building mentioned at Sr.No.5 in the table was not included in the tender, but the corporation has decided to dispose off it with other buildings at the Rate of Rs. 6356/- per sq.mtr, the said building is also offer to you. In the event if you do not wish to purchase it you shall inform this office in writing within a week time and shall not deposit amount shown against it within table.
- 4) The amount shall be paid in favour of Chief Accounts Officer, MIDC Mumbai-400093 by way of Demand Draft / Pay Order only.
- 5) The allottee will have to independently apply and obtain Power, Telephone connections prescribed by the concerned authority for the premises allotted.
- 6) The allottee will have to apply individually and obtain independent water connection to the premises allotted to him from the Executive Engineer, MIDC incharge of the Industrial Area as per rules and regulations of MIDC.
- 7) The prescribed blue form attached herewith be filled and submitted this office alongwith premium amount.
- 8) On Payment of full & final premium amount the possession of the buildings shall be handed over to you or your authorized person.
- 9) After handing over the possession, you will have to enter into 95 years lease agreement on tender terms and usual terms conditions.
- 10) The annual ground Rent of each building shall be Rs. 100/- per annum payable to the corporation.

DA : Blue application form


(R.T. Mane)
Manager (Land)
MIDC, Mumbai-93

To,
M/s. MGN Properties Private Limited,
Shop No.10, Ground Floor,
Mithila shopping centre, V.M. Road,
Juhu Scheme, Vile Parle (W),
Mumbai - 400 049.



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



POSSESSION RECEIPT

I Shri. R.S.Zanzad, Executive Engineer, MIDC Ambernath (Civil)

Division, on behalf of MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION and

M/s.MGN Properties Private Limited, Regd. Off. 10, Mithila Shopping Centre, V.M. Road,

Juhu Scheme, Mumbai -400049, have this day respectively handed over as per allotment

vide No. MIDC/Manager (Land)/173 dtd 9/4/2010, "As is where is basis" and taken over the

possession of Udyog Bhavan No. at Plot No. AM - 19 & AM-20 (Part) admeasuring Plot

area 10000.00 & 4752.20 square meters & Built up Area 120.00 Sqm & 3415.12 Sqm


(Total built up area - 3535.12 Sqm) in MIDC, Addl. Ambernath Industrial Area, Taluka

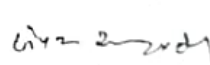
Ulhasnagar, Dist : Thane on "As is where is basis"

Ref - Allotment Order issued by
MIDC, Mumbai - 93

Handed over by

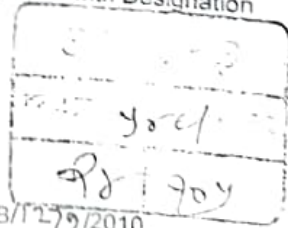
Taken over by


Executive Engineer
M.I.D.C. (Civil) Dn.
Ambernath


Signature of the allottee or his
representative with Designation

Place :- Ambernath

Date - 16/04/2010



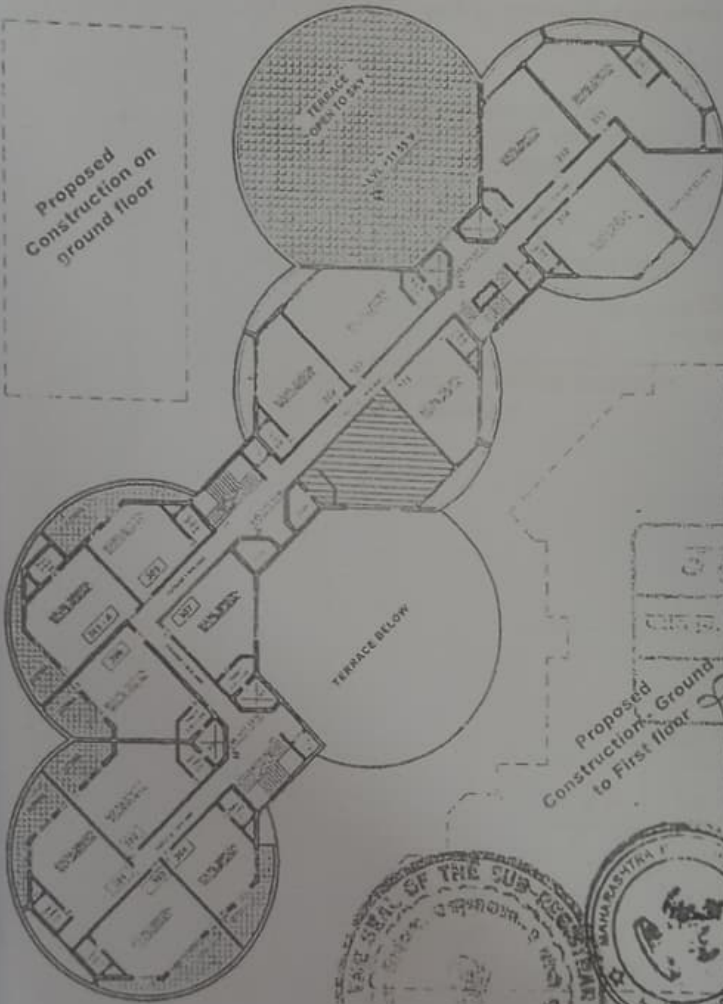
No. EE /AMB/173/2010,
Office of the Executive Engineer,
MIDC, (Civil) Division,
Ambernath.
Date - 16/04/2010.

- Copy s f.w.c's to The Sr Manager (Land)-2)MIDC Mumbai 93.
- Copy f.w.c's to Regional Officer MIDC, Thane- 2
- Copy to The Deputy Engineer MIDC, Sub-DIV. Addl Ambernath

PLOT NO. AM-20

B - Type

Proposed
Construction on
ground floor



| |
|--------|
| 3002-3 |
| 2092 |
| 24/904 |

Proposed
Construction Ground
to First floor

THIRD FLOOR PLAN



For MGN PROPERTIES LLP

Mukul
 Authorised Signatory

Deep Kumar

Manager (2007)
 or KUL SYSTEMS cum no. 1-93.

Deep Kumar
 Proprietor

THIRD FLOOR PLAN



Customer's Copy
THE KAPOL CO-OP BANK LTD.
 FRANKING DEPOSIT SLIP

Branch: **423070** Date: **15/9/2011**

| | | |
|------------------------|-----|------|
| Pay to Acct Stamp Duty | Rs. | 1000 |
| Franching Charge | Rs. | 10 |
| Service Charge | Rs. | 100 |
| TOTAL | | |

Name: **MGN PROPERTIES LLP**

Address: **10 Mithila Shopping Centre,
 Near Sakpakan Bhandar,
 V-M Road, Juhu Scheme,
 Vile Parle (W), Mumbai - 400 048,
 Tel/ Mobile No. **6133 3333****

Desc of the Document: **Agreement to Sub Lease**

DD/Cheque No: _____
 Drawn on Bank: _____
 (For Bank's Use Only)

Train ID: _____
 PL-546 Rs. _____

Franching SF. No. _____
 Cashier _____
 Officer _____

AGREEMENT TO SUB-LEASE

880
 9/904

THIS **AGREEMENT TO SUB-LEASE** is made at Mumbai on this
23 DAY OF September IN THE CHRISTIAN YEAR **TWO**
THOUSAND ELEVEN.

BETWEEN

M/S MGN PROPERTIES LLP., through its partners (1) Shri
 Gangdas Ganesha Patel, (2) Shri Manji Ganesha Patel, (3) Shri
 Narshi Ganesha Patel, (4) M/s. Suraksha Realty Limited and (5)
 M/s. Ruvee Properties Pvt. Ltd., a company incorporated under

Kapol Co-op. Bank Ltd.

[Signature]

INDIA
 101361
 101361
 SEE 15 2011

[Signature]

[Signature]

[Signature]

the LLP Act, 2008 and having its registered office at 10, Mithila Shopping Centre, V.M. Road, Juhu Scheme, Vile Parle (W), Mumbai-400 049, hereinafter called The "**ORIGINAL-LESSEE**", (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the **FIRST PART**;

A N D

SHRI SACHIN SONYBAPU KUL Proprietor of **M/s. KUL SYSTEMS**, having its address at Flat No.9, 2nd Floor, Sneh Badhan Bldg., Vishav Vijay Co-operative Housing Society Ltd., B-Cabin Road, Ambernath (E), Thane - 421 501; hereinafter called "**THE INTENDING SUB-LESSEE**" (which expression shall unless the context does not so admit include his respective heirs, representatives, administrators and assigns) of the **SECOND PART**:

WHEREAS:

A) Vide a Registered Indenture of Lease dated 27th January, 2011 (hereinafter referred to as the "said Principal Lease Deed") which was registered on 7th February, 2011, Registration bearing No. **UHN-3-00620-2011** at the Office of Sub-Registrar, Ulhasnagar executed by and between the Maharashtra Industrial Development Corporation (therein referred to as "Lessor" and hereinafter referred to as the "MIDC (Original Lessor)" of the One Part with the Original Lessee herein (thereinafter referred to as "Lessee") of the Other Part, the MIDC (Original Lessor) therein demised the plot of land admeasuring **16366.36** sq.meters or thereabouts along with the building known as "**Udyog Bhavan-1**" having saleable built up area of **4695.12 sq.mt.** standing on Plot No. **AM-19 & AM-20** in Additional Ambernath Industrial area, Village-Jambhivall, Taluka-Ambernath and **District Thane**

more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Property") to the Original Lessee herein for a period of 95 (Ninety Five) years on lease basis with effect from 1st April, 2010 at the premium, rent and the terms and conditions more particularly set out therein.

- B) In accordance with the said Principal Lease Deed dated 27th January, 2011, the Original Lessee is fully entitled to Sub-Lease the said unit in the aforesaid property for the residual unexpired period as mentioned in the said Principal Lease Deed dated 27th January, 2011, the said Unit more particularly described in the Second Schedule hereunder written subject to obtaining written consent/permission from MIDC(Original Lessor).
- C) The Intending Sub-Lessee has approached the Original Lessee and has requested to grant a Sub-Lease of the Unit being Unit No.310 admeasuring Carpet area 600 sq.ft. i.e,55.74 sq.mtrs.equivalent to 80.82 sq.mts. built up on **Third Floor** in "B" Type of the building known as "**Udyog Bhavan-1**" (hereinafter referred to as the "said Unit") standing on the said Property and which is more particularly described in the Second Schedule hereunder written.
- D) At the request of the Intending Sub-Lessee and subject to obtaining the written consent/permission from the MIDC(Original Lessor), the Original Lessee has agreed to sub-lease the said Unit to the Intending Sub-Lessee herein for the residue unexpired period of 95 (Ninety Five) years which shall further be renewable subject to the fulfillment of the terms and conditions stipulated in the said Principal Lease Deed dated 27th January, 2011.

E) The parties hereto are executing these presents in respect of the said Unit upon terms, conditions, stipulations and covenants hereinafter mentioned.

NOW THIS AGREEMENT TO SUB-LEASE WITNESSETH THAT:

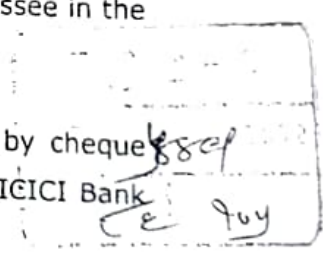
1. The recitals contained hereinabove shall form an integral part of this Agreement as if the same are set out and incorporated in the operative part herein and the same be read, construed and interpreted accordingly.
2. It is specifically understood and agreed by and between the parties hereto that the consent/permission to be obtained from the MIDC (Original Lessor) for the transfer of the said Unit in favour of the Indenting Sub-Lessee shall be obtained by the Original Lessee subject to:
 - (a) Payment of the entire consideration as per clause (3) hereinafter by the Intending Sub-Lessee to the Original lessee;
 - (b) Payment of the necessary transfer fees by the Intending Sub-Lessee to MIDC (Original Lessor) and;
 - (c) The Intending Sub-Lessee furnishes to the MIDC (Original Lessor) through the Original Lessee all the necessary permissions, relevant deeds and/or any other documents whatsoever as may be required by the MIDC (Original Lessor) from the Intending Sub-Lessee.
3. In consideration of the sum of **Rs.9,74,400/-** (Rupees Nine Lakhs Seventy Four Thousand Four Hundred Only) to be paid by the Intending Sub-Lessee to the Original Lessee towards the said Unit and of the yearly rent of **Rs.100/-** (Rupees One Hundred Only) or any increment made by MIDC (Original Lessor), hereby reserved and covenants and agreements on

the part of the Intending Sub-Lessee hereinafter contained, the Original Lessee doth hereby grant to the Intending Sub-Lessee, a Sub-Lease of the Unit being Unit No.310 admeasuring **600** sq.ft carpet area on the **Third Floor** in "**B**" **Type** of the building known as **Udyog Bhavan-1** situated on the said Property for the residual unexpired term of 95 (Ninety Five) years computed from **First Day of April 2010**.

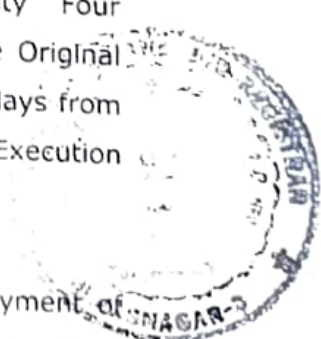
It is agreed by and between the parties hereto that the Intending Sub-Lessee shall pay to the Original Lessee the said yearly rent in advance without any deductions whatsoever on or before the **1st** day of **January** each and every year. The said rent shall be exclusive of the taxes, dues and other outgoings payable in respect of the said Unit, to the Government, Municipal Authority, MIDC (Original Lessor) or any other statutory authorities or any person.

4. The Indenting Sub-Lessee shall pay the aforesaid amount stated in Clause (3) hereinabove to the Original Lessee in the following manner:

(a) **Rs.1,00,000/-** (Rupees One Lakh Only) paid by cheque bearing no.012847 dated 1/05/2011 drawn on ICICI Bank Ltd.



(b) **Rs.8,74,400/-** (Rupees Eight Lakhs Seventy Four Thousand Four Hundred Only) to be paid to the Original Lessee by the Intending Sub-Lessee within (30) days from the date of execution of these presents or before Execution of the Tripartite Agreement whichever is earlier.



5. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the consideration as set out in clause (4) above shall be the essence of the contract.

Mahar

Udyog Bhavan

Udyog Bhavan

(DESCRIPTION OF THE BUILDING)

Secondly Building known as no. **Udyog Bhavan-1** admeasuring 4695.12 sq. meters equivalent to 50519.49 sq. ft. on plot no. **AM-20** in the Additional Ambernath Industrial Area within the Village Limits of Jambhivali, outside the Municipal Limits and Registration Sub District Ulhasnagar, District and Registration District of Thane and which is bounded as follows:

On or towards the North by: Plot No. B-40/1,
On or towards the South by: Plot No. W-94/1,
On or towards the East by: Open Space Plot No.14,
On or towards the West by: MIDC Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE UNIT/GALA)

All that Unit No. **310** admeasuring **80.82 sq. mtrs.** Built-up area equivalent to **600 sq.ft Carpet area** i.e. **55.74 sq.mtrs.** on **Third Floor** in "**B**" Type in the building known as **Udyog Bhavan-1** on plot no. **AM-20** in the Additional Ambernath Industrial Area within the Village Limits of Jambhivali, outside of Municipal Limits and Registration Sub District Ulhasnagar, District and Registration District of Thane.

M. K. Kulkarni

12/12/2012

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| 4801 | |
| 900 | 900 |

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S. S. Kulkarni