



Tuesday, August 31, 2004

5:25:41 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8437

दिनांक 31/08/2004

गावाचे नाव महापे

दस्तऐवजाचा अनुक्रमांक टनन8 - 08448 - 2004

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव: मे. अर्गोकॉम्प प्लास्टिक (इंडीया) प्रा.लि. तर्फे डायरेक्टर श्री. निमिष गांधी

| | | |
|--|------------|-----------------|
| नोंदणी फी | :- | 30000.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (10) | :- | 200.00 |
| एकूण | रु. | 30200.00 |

आपणास हा दस्त अंदाजे 5:40PM ह्या वेळेस मिळेल


दुय्यम सिंघक
जाणे 8

बाजार मुल्य: 7460500 रु. मोबदला: 7000000 रु.

भरलेले मुद्रांक शुल्क: 373025 रु.

देयकाचा प्रकार : चलनाने;

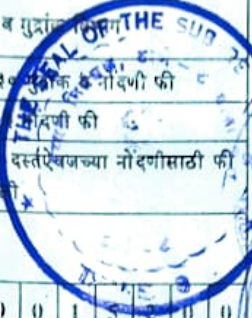
चलन क्रमांक: 112, रक्कम: 30000 रु.; दिनांक: 30/08/2004

चलन क्रमांक

या ठिकाणी कोषागार / कोषागारात भरण्यात आलेल्या रकमेचे चलन
भारतीय स्टेट बँकेत / भारतीय स्टेट बँकेत

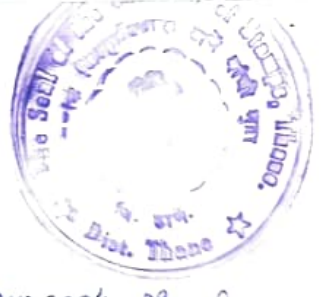
००३०

| | | |
|---|---|--|
| भरणा करणाऱ्याचे नाव | विभागीय अधिकार्याचे किंवा कोषागाराचे नाव | ००३० |
| व्यक्तिगत रकम भरण्यात आली आहे त्या व्यक्तीचे वदनाम आणि पत्ता | लेखाचे वर्गीकरण | रकम मिळाली. |
| Ergocomp plastic India Pvt. Ltd. Mumbai | विभाग : नोंदणी व मुद्रांक विभाग | रकमेचे (अपेक्षित) बँकेत / भारतीय स्टेट बँकेत |
| करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि करण्याचा उद्देश | प्रधानश्रीर्ष : ००३० नोंदणी फी | उपप्रधानश्रीर्ष : ०० नोंदणी फी |
| वज्र नोंदणी फी | गौणश्रीर्ष : १०० दस्तऐवजाच्या नोंदणीसाठी फी | सर्वसाधारण वसुली |
| केलेली रकम रुपये 30000/- | संगणक संकेतांक | 0 0 3 0 0 1 5 2 0 0 |
| रकमेचे (अपेक्षित) बँकेत / भारतीय स्टेट बँकेत | वरोबर आहे, पैसे स्वीकारावे व रोखीत घ्यावी. | दस्तावेज नं. ६ |
| करणाऱ्याची स्वाक्षरी MSB 3018109 | मुख्य निबंधक वर्ग नं. ६ | दिनांक |



* येथे कोषागारात/बँकेत रकम भरणा करणाऱ्याबद्दल अदेश देणाऱ्या अधिकाऱ्यांना स्वर्गी शिक्का ठरवावा.

27-8-2004



DEED OF ASSIGNMENT

THIS DEED of ASSIGNMENT made at Mumbai on this 30th day of Aug 2004 between M/s. Cozy Furniture Industries Pvt. Ltd., a company incorporated under Companies Act, 1956, having office at F-20, Marol Industrial Area, MIDC, Central Road, opp. Seepz Complex, Andheri (E), Mumbai 400 093, hereinafter referred to as "The Assignor" (which expression shall unless repugnant to the context or meaning thereof, mean and include its executors and administrators) of the ONE PART

AND

M/s Ergocomp Plastic (India) Pvt. Ltd., a company incorporated under Companies Act, 1956, having registered office at 403, Akanksha Apartment, 454 V. N. Purav Marg, Sion-Chunabhatti, Mumbai 400 022, hereinafter referred to as "The Assignee" (which expression shall unless repugnant to the context or meaning thereof, mean and include its executors and administrators) of the OTHER PART.

टनन-६
००३०

Handwritten signature and initials.

WHEREAS the Maharashtra Industrial Development Corporation (hereinafter referred to as "The Said Corporation"), set up an industrial Area known as the TTC Industrial Area (hereinafter referred to as "The Said Industrial Area").

AND WHEREAS by an Indenture of Lease dated 17th June 2004, executed between The Said Corporation, as the Lessor of the One Part and The Assignor herein, as the Lessee of the Other Part, and registered with the Sub-Registrar of Thane under No. TNN8-6027 and 6028 dated 22-6-2004, The Said Corporation in consideration of the premium and the rent reserved and the covenants and conditions on the part of the Lessee therein stipulated, did thereby demise unto the Lessee all that piece of land being plot No. A-406, of The Said Industrial Area within the registration sub-district Thane, Dist. Thane, which plot of land contains by admeasurement 2085 Sq. Mtrs. or thereabouts and the RCC construction admeasuring app. 535.05 sq. mtrs. erected thereon and is more particularly described in the schedule hereunder written which said leasehold land hereditaments and the building and corrections are hereinafter referred to as "The Demised Premises".

AND WHEREAS by an order No.MIDC/ROMHP/TTC-406/3618 dated 28th July 2004, the Lessor granted its consent for transfer and assignment of the leasehold interest of the abovenoted Lease in favour of The Assignor herein.

AND WHEREAS The Assignor agreed to the transfer and assignment of The Demised Premises to The Assignee, free from all encumbrances, at or for the price of Rs.70,00,000/- (Rupees Seventy Laacs only) and The Assignor indemnifies and keep indemnified The Assignee for any liability on its part on the demised premises for the period prior to the date hereof.

AND WHEREAS it is necessary for The Assignor to execute a transfer and assignment deed of lease in favour of The Assignee

AG x ng

NOW THIS DEED of Assignment witnesseth that in consideration of the sum of Rs. 70,00,000/- (Rupees Seventy Lacs only), which is the market value, the Assignor does hereby assign and transfer unto the Assignee, all that piece of land known as Plot No. A-406, in the TTC Industrial Area, within the village limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration Sub-District Thane, District and Registration District Thane, containing by admeasurement 2085 Sq.Mtrs. or thereabouts together with RCC construction and corrections admeasuring approx. 535.05 Sq. Mtrs. standing thereon and which said piece of land and premises comprised in and demised by the hereinbefore recited Lease and all the estate, right, title, interest, claims and demands whatsoever of the Assignor into and upon the said piece of land and premises and every part thereof stand assigned unto the Assignee for all the residue unexpired term of Ninety Five Years granted under the said Indenture of Lease, subject to the rent reserved and subject to the covenants and conditions contained in the said Indenture of Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the Day and Year, hereinabove written.

SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land known as Plot No.A-406, in the TTC Industrial Area, within the village limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration Sub-District Thane, District & Registration District Thane, containing by admeasurement 2085 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

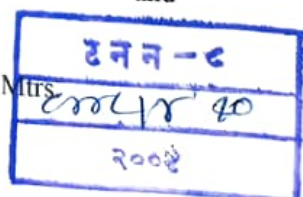
On or towards the North by : Plot No. A-407

On or towards the South by : Plot No. A-405

On or towards the East by : Estate Road

On or towards the West by : Forest Land

Alongwith RCC construction admeasuring approx. 535.05 Sq.Mtrs.



Signature X Signature

SIGNED & DELIVERED BY:

The within named Assignor

M/s. Cozy Furniture Industries Pvt. Ltd.

Through its Director

Mr. Yasin A. Nensey



For Cozy Furniture Industries P. Ltd.
[Signature]
Director

in the presence of :

[Signature]
Kausik Engineer



SIGNED & DELIVERED BY:

The within named Assignee

M/s. Ergocomp Plastic (India) Pvt. Ltd.

Through its Director

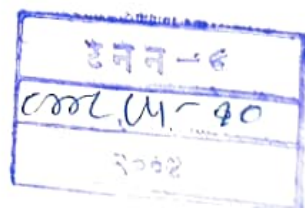
Mr. Nimish Gandhi

For ERGOCOMP PLASTIC (INDIA) PVT LTD

[Signature]
DIRECTOR

in the presence of :

[Signature]
Kausik Engineer



Maharashtra Industrial Development Corporation

Tel. 7782893/4

(A Government Of Maharashtra Undertaking)

By Regd. Post A.D.

No. MIDC/ROMHP/TTC/A-406/8618 Date : 28 JUL 2004

Sub : Plot No. A-406 in TTC INDUSTRIAL AREA.

Request for grant of consent for transfer of...

Read: Letter dated 12/4/2004 from

M/S COZY FURNITURES INDUSTRIES PVT LTD

ORDER

Lease dated the 17th day of June 2004

Lessee(s) : M/S.COZY FURNITURES INDUSTRIES PVT.LTD.

Transferee :

M/S.ERGOCOMP PLASTIC(INDIA) PVT.LTD.,

By a above noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessee/s the Corporation in consideration of the stipulations and conditions on the part of the Lessee(s) therein contained, agreed to grant in favour of the Lessee(s) a Lease of above plot of land and the building and corrections erected thereon in the manner specified in the said Lease. The Lessee(s) in pursuance of sub-clause () of Clause 2 of the said Lease represented to the Corporation for grant to him/them/it of consent for transfer and assignment of his /their/its of consent for transfer and assignment of his /their/its interest under or the benefit of the said Lease in favour of :

M/S.ERGOCOMP PLASTIC(INDIA) PVT.LTD.

(hereinafter called "the transferee/s"). The Corporation has after due consideration of the said request of the Lessee/s decided to grant its consent to the transfer and assignments of his / their / its interest under the said Agreement for mfg. of PLASTIC & METAL COMPONENTS FOR OFFICE CHAIRS activity subject to the following conditions:

The consent hereby granted is subject to :

- The payment to the Corporation by the Lessee/s of the sum of Rs.*****3,74,100.00 (Rupees Three Lakh Seventy Four Thousand One Hundred Only.) as and by way of DIFFERENTIAL PREMIUM, which is paid on 26/07/04 VIDE D.R.NO.367534.
- The Lessee/s shall deliver at the Lessee's expense a copy of the Deed of Assignment to the Corporation as provided in sub-clause() of clause 2 of the said Lease and such copy shall be furnished in duplicate.
- The consent is restricted to the transfer and assignment of the said Lease in favour of the transferee/s alone and in case the transferee/s propose/s to make any further transfer of assignment or parting wholly or partially with the possession of the plot of land or any part thereof the transferee/s will

COZY 40.2
2008

have to make a fresh application for consent.

(d) The Consent hereby granted shall not be operative unless the Deed of Assignment is executed as per sub-para(b) above.


Area Manager
MIDC, Mahape

To,
M/S COZY FURNITURES INDUSTRIES PVT LTD
F-20 MAROL INDUSTRIAL AREA MIDC
CENTRAL ROAD OPP SEEPZ COMPLEX
ANDHERI EAST MUMBAI 400 093

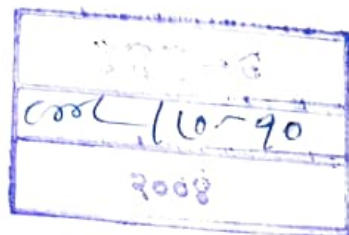
✓ Copy with compliments to :
M/S. ERGOCOMP PLASTIC (INDIA) PVT. LTD.,
403, AKANKSHA APARTMENT, 454,
V.N. PURAV MARG, SION-CHUNABHATTI,
MUMBAI-400 022.

Copy submitted to :

1. The Chief Accounts Officer, MIDC, Mumbai - 400 093.
2. The General Manager (Legal), MIDC, Mumbai - 400 093.
3. The Technical Advisor, MIDC, Mumbai - 400 093.
4. The Executive Engineer, MIDC, DN. NO. II, THANE
5. The Executive Engineer, MSEB, Vashi, Navi Mumbai.

Copy with f.w.cs. to :

1. The Dy Engineer (SPA), SUB-DN-I (CIVIL), MAHAPE.



सुब-रजिस्ट्रार येते की
मुद्रण



Tuesday, August 31, 2004
5:24:49 PM

नोंदणीपूर्व गोषवारा

- (1) विलेखाचा प्रकार अभिहस्तांतरणपत्र
- (2) मोबदला रु. 7,000,000.00
- (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) रु. 7,460,500.00
- (4) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 373030.00
- (5) बाजारभावाप्रमाणे नोंदणी फी रु 74605.00
- (6) दस्त निष्पादित केल्याचा 30/08/2004

सूचना

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

- (7) पृष्ठांची संख्या 10
- (8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1)
- (9) मालमत्तेचे इतर वर्णन (1) वर्णन: महापे एम.आय. डी. सी. टीटीसी इंडस्ट्रियल एरिया. प्लॉट नं. A-406.
- (10) क्षेत्रफळ (1) 2085 स्के. 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) मे. कोझी फर्निचर इंडस्ट्रिज प्रा.लि. तर्फे डायरेक्टर श्री. यासिन ए. नैनसी - ; घर/फ्लॅट नं: - गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अंधेरी; तालुका: मुंबई; पिन: 93; पॅन नम्बर: F-60.
- (13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता (1) मे. अर्गो कॉम्प प्लारटीक (इंडीया) प्रा.लि. तर्फे डायरेक्टर श्री. निमिष गांधी - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: व्ही. एन. पुरव मार्ग; शहर/गाव: सायन घुनाभटी; तालुका: मुंबई; पिन: 22; पॅन नम्बर: AAACE7329P.

नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे एक डाटा एंट्री करण्यात आली आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला * तो बरोबर आहे/त्याच्यात नमूद केलेले * बदल/दुरुस्त्या कराव्यात.

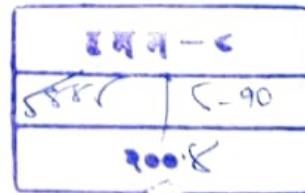
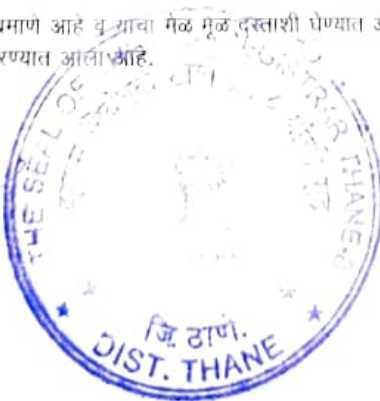
Balind

Gandhi
(पक्षकाराची स्वाक्षरी)

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मूळ दस्तावी घेण्यात आला आहे. पक्षकाराने नमूद केलेले *बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)



31/08/2004

दुय्यम निबंधक:

ठाणे 8

दस्त गोषवारा भाग-1

टनन8

दस्त क्र 8448/2004

२१९०

दस्त क्रमांक : 8448/2004

दस्ताचा प्रकार : अभिहस्तांतरणपत्र

नु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव मे. अगोकोम्प प्लास्टीक (इंडीया) प्रा.लि. तर्फे
डायरेक्टर श्री. निमिष गाधी -
पत्ता घर/फ्लॅट नं. -
गल्ली/रस्ता: -
ईमारतीचे नाव -
ईमारत नं. -
पेट/वसाहत: व्ही. एन. पुरव मार्ग
शहर/गाव: सायन

लिहून घेणार

वय 46

सही




2 नाव मे. कोझी फनिचर इंडस्ट्रिज प्रा.लि. तर्फे
डायरेक्टर श्री. यासिन ए. नेनसी -
पत्ता घर/फ्लॅट नं. -
गल्ली/रस्ता: -
ईमारतीचे नाव -
ईमारत नं. -
पेट/वसाहत: -
शहर/गाव: अंधेरी
तालुका: मुंबई

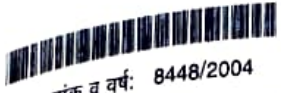
लिहून देणार

वय 49

सही




दुय्यम निबंधक ठाणे क्र. ६



दस्तक्रमांक व वर्ष: 8448/2004

Tuesday, August 31, 2004

5:28:19 PM

दुय्यम निबंधक: ठाणे 8

नोंदणी 63 म

Regn. 63 m e

सूची क्र. दोन INDEX NO. II

गावाचे नाव : महापे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तांतरणपत्र
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रू. 7,000,000.00
वा.भा. रू. 7,460,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: महापे एम.आय. डी. सी. टीटीसी इंडस्ट्रियल एरिया. प्लॉट नं. A-406.
- (3) क्षेत्रफळ (1) 2085 स्के. मी
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. कोझी फर्निचर इंडस्ट्रियल प्रा.लि. तर्फे डायरेक्टर श्री. यासिन ए. नेनसी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अंधेरी; तालुका: मुंबई; पिन: 93; पॅन नम्बर: F-60.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे. अर्गोकॉम्प प्लास्टीक (इंडीया) प्रा.लि. तर्फे डायरेक्टर श्री. निमिष गांधी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: व्ही. एन. पुरव मार्ग; शहर/गाव: सायन चुनाभटी; तालुका: मुंबई; पिन: 22; पॅन नम्बर: AAACE7329P.
- (7) दिनांक करून दिल्याचा 30/08/2004
- (8) नोंदणीचा 31/08/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 8448 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 373030.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शंसा

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दुय्यम निबंधक ठाणे क्र. 8



ERGOCOMP PLASTIC [INDIA] PVT. LTD.

Plot No. A-406, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai - 400 705.
Tel. No.: 2778 2124 / 2778 1503 / 5616 3007 • Fax No.: 5590 2601 • e-mail : ergocomp@vsnl.com

09/11/2004

To,
The Asst. General Manager,
Oriental Bank Of Commerce,
Jash Chambers, Opp. Amar Building,
Sir P. M. Road, Fort,
Mumbai - 400 001.

Sub. : Submission of Final Lease.
Ref. : Our C. C. A/c. no. 29413.

Dear Sir,

We are hereby submitting the **Original** Final Lease dated 17th June 2004 between Maharashtra Industrial Development Corporation and Cozy Furniture Industries Pvt. Ltd.

We request you to acknowledge the receipt of the same.

Thanking you, we remain,

Yours truly,
For Ergocomp Plastic [India] Pvt. Ltd.

Nimish Gandhi
Director

मु. - २०.००.०००-१०-२००३-पीएच. - वि (वाय) ७२० (मिळा)
 नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
 महाराष्ट्र राज्य

नमुना म. को. नि. ६
 [नियम ११२ पहा]
 चलन क्रमांक

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(2)

या ठिकाणी कोषागारत / उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन
 भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

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| भरणा करणाऱ्याने भरवयाचे | विभागीय अधिकाऱ्याने किंवा कोषागाराने भरवयाचे | कोषागाराने / उपकोषागाराने / भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / हैद्राबाद स्टेट बँकेने भरवयाचे |
| जेच्यावतीने रकम भरण्यात आली आहे त्या व्यक्तीचे नाव / पदनाम आणि पत्ता Cozy Furniture Inc. P. Ltd. | लेखांचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग | रकम मिळाली. 146201 |
| भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश स्वतःचे नोंदणी फी | प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी गौणशीर्ष : १०४ दस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण वसुली | रुपये (आकड्यात) रुपये (अक्षरी) कोषपालक लक्षाधिक |
| भरणा केलेली रकम रुपये 146201 | संगणक मशीनांक 0 0 3 1 0 1 5 2 0 0 | कोषागार / उपकोषागार अधिकाऱ्याने बँकेचा व्यवस्थापक. 16 JUN 2004 Cashier Pravin R. D. D. वास्तु व्यवस्थापक, कोषागार, भारतीय रिझर्व बँके, मुंबई |
| अक्षरी रुपये Fourteen Thousand Six Hundred Twenty Only | बरोबर आहे, पैसे स्वीकारावे व गावती द्यावी. | क्रमांक ६३३६६ |
| भरणा करणाराची स्वाक्षरी क्रमांक 16/०४/०३ | दिनांक १६/०६/०३ | मागे पहा |

* येथे कोषागारत / बँकेत रकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्यांचा (वर्ग १) प्रमाणित मुद्रांक घ्यावा



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



REGIONAL OFFICER
 M.I.D.C. Regional Office
 Mahape



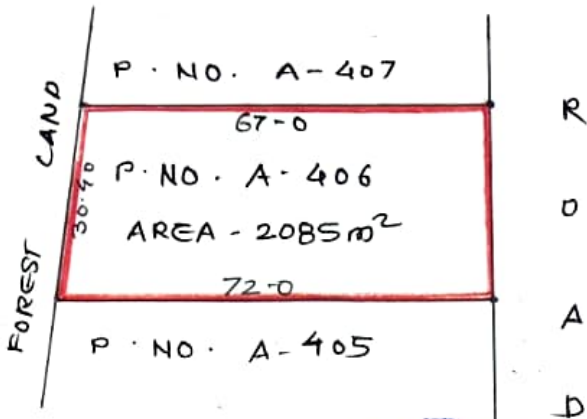
For Cozy Furniture Industries Pvt. Ltd.

Director.

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TRANS THANE CREEK INDUSTRIAL AREA.
VILL- MAHAPE TALUKA & DISTRICT - THANE.
SCALE- 1CM = 10 -00 Mtrs.



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



[Signature]
REGIONAL OFFICER
M.I.D.C. Regional Office
Mahape



For Cozy Furniture Industries Pvt. Ltd.

[Signature]
Director.

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Received Adj. fee Rs. 100/- one hundred only

Vide challan No./Receipt No. Date

2558431

Collector of Stamps

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 215 Date 11/6/04
 Received from Shri. M/S Cozy Furniture Industries Pvt. Ltd. residing at
 Andheri (E) Stamp Duty Rs. 146,120/-
 (Rupees 146,120/- only) in the State Bank of
 India Branch, Thane vide Challan No. 9 Dated 12/6/04

Certified under Section 32(1)(b) of the Bombay Stamp Act, 1958 that the full Stamp Duty of Rs. 1,46,120/- with which this instrument is chargeable has been paid vide Article No. Schedule

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

Place: Thane
 Date: 14/6/04
 Collector of Stamps Thane City

mm: 14,61,000/-

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THIS LEASE made at Mahape the 17th day of June Two Thousand and Four 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. COZY FURNITURE INDUSTRIES PRIVATE LIMITED., a Company incorporated under the Companies Act-1956 and having its registered office at Plot No.F-20, Marol MIDC Industrial Area, Central Road, Opp Seepz Complex, Andheri (East), Mumbai-400 093 hereinafter called " the Lessee " which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part.

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. COZY FURNITURE INDUSTRIES PRIVATE LIMITED., a Company incorporated under the Companies Act-1956 and having its registered office at Plot No.F-20, Marol MIDC Industrial Area, Central Road, Opp Seepz Complex, Andheri (East), Mumbai-400 093 hereinafter called " the Lessee " which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part.



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WHEREAS by an Agreement dated the 1st day of January 1996 and made between the Lessor of the One Part and the Lessee of the Other Part 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 pursuant to the said Agreement the Certificate of Completion thereby contemplated has been granted.

AND WHEREAS the Lessee has constructed the built up area of 535.05 Square Metres on the total plot area of 2085.00 Square metre and Lessee has agreed to construct further built up area in phase as under:-

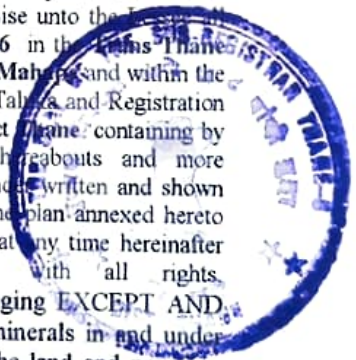
- (1) On or before 31/03/2007 Built up area of 547.00 Square Meters in addition to the existing built up area.
- (2) On or before 31/03/2010 Built up area of 1000.00 Square Meters in addition to the (1) above.

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. 82,686/- approx. per annum.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the premises and of the sum of Rs.6,38,300/- (Rupees Six Lakh Thirty Eight Thousand Three Hundred Only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee that piece of land known as Plot No. A-406 in the Thane Creek Industrial Area within the village limits of Mahapada and within the limits of Navi Mumbai Municipal Corporation Taluka and Registration Sub-District Thane District and registration District Thane containing by admeasurement 2085.00 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 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 term of Ninety Five years computed from the First day of January 1996 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly

Description of Land



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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.**

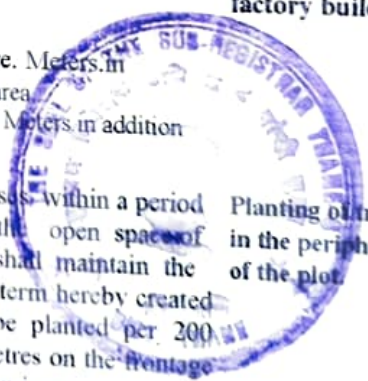
(c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 2085/- approximately per annum. **To pay fees or service charges.**

d) The Lessee shall construct further built up area in Phases as under:- **Completion of factory building**

- (1) On or before 31-03-2007 : Built up area of 547.00 Square Meters in addition to the existing built up area.
- (2) On or before 31-03-2010 : Built up area of 1000.00 Square Meters in addition to the (1) above.

(e) The Lessee shall at its own expenses within a period of One year from the date hereof plant trees in the open spaces 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.**

(f) 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**



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(g) 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.**

(h) 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 here- after maintain the same in good order and condition to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called " the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned.) **Access Road.**

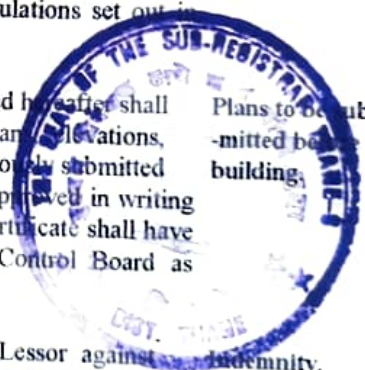
(i) The Lessee shall duly comply with the provisions of the water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the rules made thereunder as also with any condition which may, from time to time be imposed by the Maharashtra Pollution Control Board Constituted under the said Acts, as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provisions or condition as aforesaid. **To comply with the provisions of water (Prevention and Control of Pollution) Act. 1974 and Air (Prevention and Control of Pollution) Act. 1981.**

(j) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto. **To build as per Agreement.**

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

(l) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained. **Indemnity.**

(m) The Lessee shall at its own costs and expenses fence the said plot of land during construction of building or buildings and other works. **Fencing during construction.**



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(n) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulation and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

To build according to rules.

(o) To observe and conform to all rules, regulations and by-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangement for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good conditions to the satisfaction of the Executive Engineer, and shall not without the previous approval in writing of the Executive Engineer, permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

Sanitation.

(p) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer and in accordance with the building Regulations set out in the Second Schedule hereunder written.

Alterations.

(q) Throughout the said term at the Lessee's expense well and substantially to repair, pave cleans and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair

(r) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at a reasonable time of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon him to execute the repairs and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

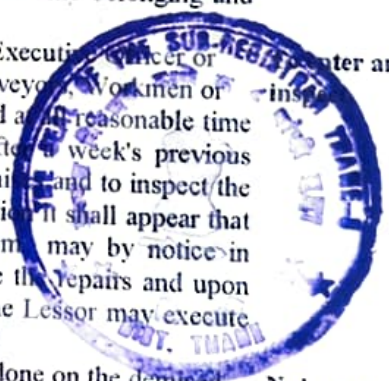
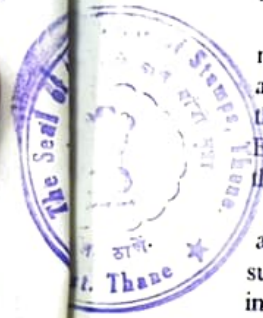
To enter and inspect

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

Nuisance.

(t) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, or offensive by reason of emission of odour, liquid- effluvia ,dust, smoke,

User.



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gas noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid- effluvia, dust, smoke, gas or otherwise howsoever.

(u) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part of thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened

Insurance.

(v) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and building then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but nevertheless, that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings erection or structures may have been removed.

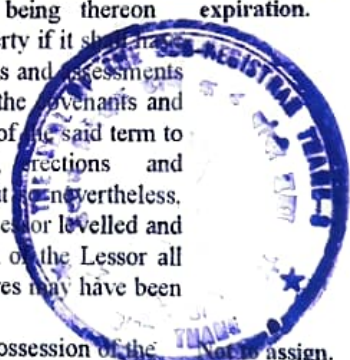
Delivery of Possession after expiration.

(w) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such condition as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Not to assign.

(x) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian

Assignments to be registered with the Lessor.



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Registration Act or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such officer or person on behalf of the Lessor as the Lessor shall from time to time require.

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

To give preference in employment of Labour.

(y1) while employing the skilled and unskilled labour, it shall also recruit the maximum local people on the basis of its knowledge of handling and operating the equipment/machinery used by the Lessee and the general qualifications of the Local labour.

(z) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person the Lessee the person or persons to whom the title shall be transferred as heir or otherwise, shall cause notice thereof to be given to the Lessor within three months from such death.

Notice in case of death

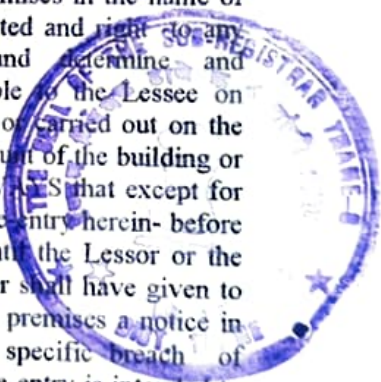
3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from Lessee as an arrear of Land Revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966.)

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

4. (a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have legally demanded or not or if and whenever there shall be a breach of any of the covenant by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises or claimed by Lessee on account of the building or improvements built or made PROVIDED ALWAYS that except for non payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach of breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Rent, Fees etc. in arrear.

(b) (i) Without prejudice to the generality of the foregoing provision in case the Lessee shall fail to complete the said factory building and other works agreed by the Lessee to be constructed on the demised premises within the time limit 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 if the Lessee shall commit default in payment to the Lessor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the



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Handwritten name: CORU (R) JL

stipulations on its part herein contained then the Lease shall determine and all erections, and materials, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.

(ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessee's occupation on payment of such additional premium as may be decided upon by the Lessor or and;

(iii) In the alternative but without prejudice to sub-clauses (i) and (ii) the Lessor may direct removal or alternation of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out the same from the Lessee as an arrears of land revenue.

(c) All building material and plant which shall have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective or improper material (removed for the purpose being replaced by proper material) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of Completion Certificate mentioned in clause 2(d) hereof.

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Lessor's covenant for peaceful enjoyment.

6. The layout of the T.T.C. Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

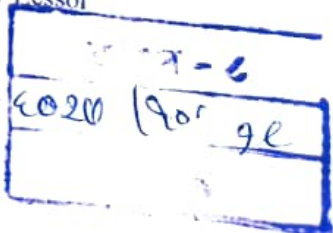
Alteration of Estate Rules.

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of Ninety Five years on payment of premium as may be determined by the Lessor

Renewal of Lease.



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and with covenant, provisions and stipulations here in before contained except this covenants for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and it's duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and charges to be borne by the Lessee.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

Marginal Notes.

IN WITNESS WHEREOF SHRI. S.R. Dharap the REGIONAL OFFICER, MAHAPE of the Maharashtra Industrial Development Corporation has for and on behalf of the Maharashtra Industrial Development Corporation the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its common seal to be affixed hereto the day and year first above written.

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FIRST SCHEDULE
(Description of Land)

All that piece or parcel of land known as Plot No. A-406 in the Trans Thane Creek Industrial Area within the village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation Taluka and Registration, Sub-District Thane District and Registration District Thane containing by ad-measurements 2085.00 Sq.mtrs. or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto and that is to say :-

- On or towards the North by :- Plot No. A-407,
- On or towards the South by :- Plot No. A-405,
- On or towards the East by :- Estate Road and
- On or towards the West by :- Forest Land

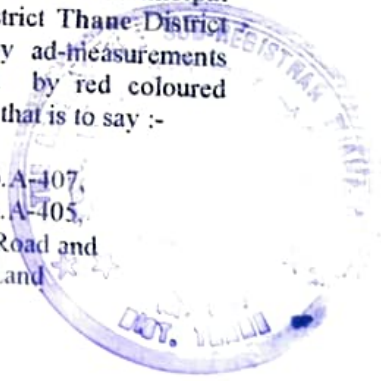
SECOND SCHEDULE
(BUILDING CONTROL RULES.)

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

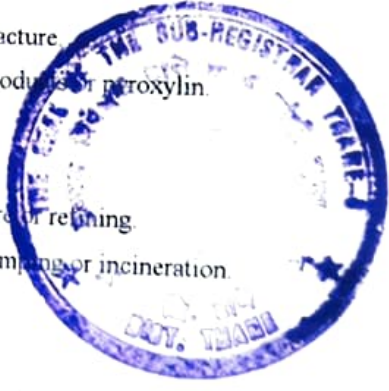
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THIRD SCHEDULE
(List of Obnoxious Industries)

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 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.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosive of fire- works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture
13. Manufacture of explosives or inflammable products or pyroxylin.
14. Pyroxyline manufacture.
15. Dy-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 odour, liquid-effluvia, dust, smoke, gas, noise vibrations or fire-hazards



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[Signature]
REGIONAL OFFICER
M.I.D.C. Regional Office
Mahape

SIGNED , SEALED AND DELIVERED

[Signature]

BY SHRI. S. S. Dharwadkar

REGIONAL OFFICER, MAHAPE

of the withinnamed Maharashtra Industrial
Development Corporation in the presence of..

1. *[Signature]* (Mrs. P.G. Narvelkar)
2. *[Signature]*

The Common Seal of the abovenamed
Lessee :

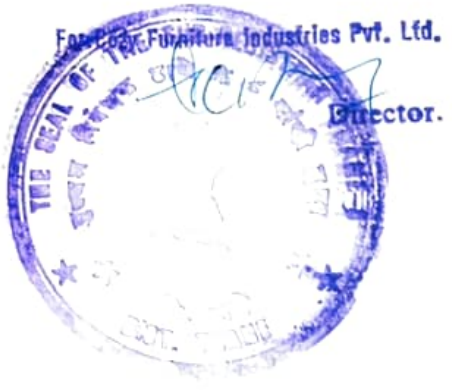
M/S. COZY FURNITURE INDUSTRIES
PRIVATE LIMITED.

was pursuant to a Resolution of its Board of
Directors passed in that behalf on the 13th
day of May-2004 affixed hereto
in the presence of

SHRI. Yasin A. Nensey

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

1. S.H. Raut - *[Signature]*
2. A.M. Patel @ *[Signature]*



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Maharashtra Industrial Development Corporation

191/7732893/4

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(A Government Of Maharashtra Undertaking)

No. MIDC/RUMBE/IIC/A-406/

Date : 17th June 2004

3064

18 JUN 2004

To,
M/S COZY FURNITURES INDUSTRIES PVT LID
F-20 MAROL INDUSTRIAL AREA MIDC
CENTRAL ROAD OPP SLEEPZ COMPLEX
ANDHERI EAST MUMBAI 400 093

SUB : PLOT NO. A-406 in IIC INDUSTRIAL AREA.
Execution of Lease.

Sir/Madam/Gentlemen,

The Lease in respect of the above said plot has been executed on 17th June 2004. The Lease has to be presented to the **Sub-Registrar of Assurances, Mumbai/Thane** for the purpose of registration within a specific time limit prescribed by the law viz. within 4 months from the date of execution of the documents. We would request you to lodge both copies of the Lease for registration making.

- 1) The original returnable to you and
- 2) The duplicate to the Office of the Regional Officer, MIDC, Mahape Millenium Business Park, Sect 1, Bldg No 2 Unit No 204. Po Koparkhairne NaviMumbai-709
3. Three zerox copies of original documents of lease on ledger paper duly executed by yourself and MIDC, be submitted to the Sub-Registrar alongwith original document. Zerox copies should be prepared by inserting butter papers amongst all the pages of the document.

The Government in the Revenue and Forest Department by its Notification No. RGN. 1093/1470/ Cr.No.360/M-1, dated 18th November 1991 has exempted the undersigned from appearing before the Sub-Registrar of Assurances for the purpose of registration of the Lease and such other incidental documents. A copy of the Notification is attached herewith for handing over to the Sub-Registrar of Assurances, at the time of presenting the documents for registration.

We would like to request you to intimate us the serial nos. and the date on which the documents have been lodged for registration with the Sub-Registrar of Assurances. Two zerox copies of the receipt of the payment of the registration charges obtained by you from the Sub-Registrar of Assurances may be forwarded to us for receipt as proof of lodging the lease and its duplicate for registration.

We inform you that the Income Tax Authorities have already granted us exemption upto 31st December 2004 on producing the Income Tax Certificate as required under section 250A(1) of the Income Tax Act, 1961 a copy of which is enclosed. You may bring these facts to the notice of the Sub-Registrar at the time of presenting the documents for registration.

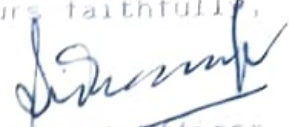
Before taking the lease for registration as above, you may keep certified true copies of the original documents for your record till you get the original documents duly registered.

706
 18 JUN 2004
 2

keep the same for submitting to the financial institution when you decided to raise financial assistance for your unit.

Thanking you,

Yours faithfully,



Regional Officer
MIDC, Mahape

encl. as above.

Copy 1 W.C.S. to the General Manager (Legal) MIDC, Marol, Mumbai - 93.

copy to the Area Manager, MIDC, TTC INDUSTRIAL AREA. for record.



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ERGOCOMP PLASTIC [INDIA] PVT. LTD.

Plot No. A-406, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai - 400 705.
Tel. No.: 2778 2124 / 2778 1503 / 5616 3007 • Fax No.: 5590 2601 • e-mail : ergocomp@vsnl.com

11/04/2005

To,
The Asst. General Manager,
Oriental Bank Of Commerce,
Jash Chambers, Opp. Amar Building,
Sir P. M. Road, Fort,
Mumbai - 400 001.

Sub. : Submission of Tripartite agreement.
Ref. : Our C. C. A/c. no. 29413.

Dear Sir,

At the outset we take this opportunity to express our thanks for all support and courtesy extended to us by your esteemed bank. We would like to inform you that we are using the Cash Credit limit of Rs. 40.00 lacs against hypothecation of Stocks & Receivables. We have offered our property at Plot no. A-406, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai as collateral security.

In connection to the same we are submitting the following document for your kind perusal :

Original Tripartite agreement dated 31st March 2005 between Maharashtra Industrial Development Corporation, Ergocomp Plastic (India) Pvt. Ltd. and Oriental Bank of Commerce.

We request you to acknowledge the receipt of the same.

Thanking you, we remain,

Yours truly,
For Ergocomp Plastic [India] Pvt. Ltd.

Nishish Gandhi
Director

100Rs.



महाराष्ट्र MAHARASHTRA

दिक्रीचे ठिकाण

साईनाथ कन्सुलिकेशन झेरॉक्स सेंटर

C 474074

एअर वॉयस II, सेक्टर 9E, दुकान नं. 48,

कोपर खेराणे, नवी मुंबई-400 602

अनुक्रमांक 12135 परवाना क्रं. 84/09

नांव M/S. Engo Comp. plastic India Pvt Ltd.

शुदाळ प्रमुख दिपिळ

रांगार कार्यालय, ठाणे

दिनांक 28 MAR 2005

स्टॅप वॅंडर



9 MAR 2005

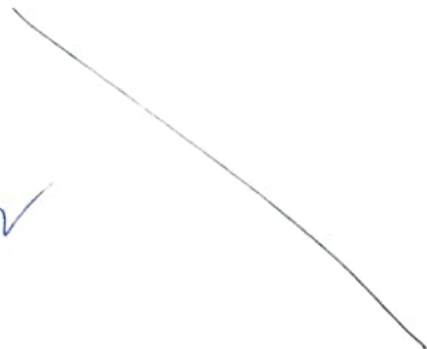
PART & PARCLE OF TRIPARTITE

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AGREEMENT DATED - 31-3-2005.

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साईनाथ कम्युनिकेशन अॅण्ड इलेक्ट्रॉनिक्स सेंटर
 एम. एम. 11, सेक्टर 16, इलाहाबाद नं. 44,
 कोपर चौकणे (ए) पुणे 400 089 परवाना क्रं. 84/09
 अनुक्रमांक 1993
 नांव M/S Ergocomp Plastic India Pvt Ltd
 हस्ताक्षर _____ श्री साईनाथ नानाभाऊ होळे
 दिनांक 21 SEP 2004 स्टाॅप चेंबर



THIS AGREEMENT made at MAHAPE this 31st day of March TWO THOUSAND FIVE BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 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 First Part ; M/S ERGOCOMP PLASTIC (INDIA) PRIVATE LIMITED, a Company incorporated under the companies Act 1956 & having its registered office at 403, Akanksha Apartment, 454, V.N.Purav Marg, Sion-Chunabhathi, Mumbai-400022 (hereinafter called "the Lessee" which expression shall, unless the context does not so admit include its successors or successors in business and permitted assigns) of the Second Part.



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AND ORIENTAL BANK OF COMMERCE, a body Corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 40 of 1980 having its Head Office at Harsha Bhawan, "E" Block, Connaught Place, New Delhi, and having one of its branch at Jash Chambers, Ground Floor, Sir P.M.Road, Fort, Mumbai (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

WHEREAS :

a) By an Indenture of Lease dated the 17th day of June 2004 hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and M/S. COZY FURNITURE INDUSTRIES PVT.LTD., of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Thane under Serial Nos.6027 and 6028 on the 22nd day of June 2004 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 M/S. COZY FURNITURE INDUSTRIES PVT.LTD to be paid observed and performed did thereby demise unto M/S. COZY FURNITURE INDUSTRIES PVT.LTD all that piece of land known as Plot No A-406 in the T.T.C. Industrial Area, within the village limits of Mahape, Taluka and Registration Sub-District Thane District and Registration District Thane containing by admeasurement 2085 square metres or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule hereunder written together with the buildings and 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 M/S. COZY FURNITURE INDUSTRIES PVT.LTD for a term of Ninety Five years computed from the 1st day of January 1996 subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by an order dated 28th day of July 2004 the Corporation granted its permission to transfer and assign their lease hold interest on Plot No.A-406 from T.T.C. Industrial Area under the Indenture of Lease dated 17th day of June 2004 infavour of M/S.ERGOCOMP PLASTIC (INDIA) PVT.LTD., hereinafter referred to the Lessee.

AND WHEREAS by Deed of Assignment dated 30th day of August 2004 and made between the said M/S. COZY FURNITURE INDUSTRIES PVT.LTD of the



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One Part and the Lessee of the Other Part and lodged for Registration with Sub-Registrar of Assurances at Thane-3 under Sr.No.8448 on the 31st day August 2004 the said M/S.COZY FURNITURE INDUSTRIES PVT.LTD., did transfer and assign unto the Lessee the demised premises to hold the same for residue then unexpired term of Lease granted under the said Indenture of Lease dated 17th day of June 2004 at the rent reserved by and subject to covenants and conditions contained in the said Lease.

b) The Lessee has requested the Financial Institutions to advance to the Lessee certain loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called " the said Loans ") on the security , interalia of a mortgage of the demised premises which the Financial Institutions have agreed to do certain terms and conditions as also on condition that the Lessee will mortgage and charge all its assets including the Lessees' interest in the demised premises under the said Lease in favour of the Financial Institutions.

c) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the Financial Institutions and to enter into this agreement in the manner hereinafter contained.

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

(1) In Pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the Financial Institutions for the bonafide purpose of securing the due payment of the said Loans advanced or to be advanced by the Financial Institutions to the Lessee subject to a maximum of Rs. 40,00,000/- (Rupees Forty Lakhs Only) in the aggregate. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

(2) The Lessor, the Lessee and the Financial Institutions further agree that the Financial Institutions may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the Financial Institutions selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institutions shall pay to the Lessor the entire amount



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M. D. C. Mahapatra, Mumbai

of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee to the Lessor in respect of the said plot of land at the time of allotment viz, premium calculated at the rate of Rs.2100/- per square metre provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institutions in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange fluctuation, escalation costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income, shall be final.

(b) The right of the Financial Institutions to sell the demised premises under such Mortgage to realise the un-discharged debt shall be absolute as set out in condition (a) above.

(c) The condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposed upon the Lessee under the said Lease shall apply to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial Institutions or any one or more of them as aforesaid.

(d) In the event of the Lessee committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the Financial Institution at least 6months notice in writing specifying the default or breach committed by the Lessee and Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the Financial Institutions or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

(e) During the continuance of the said mortgage of the demised premises in favour of the Financial Institutions as security for loan advanced by it to the Lessee hereinbefore recited, it shall not be necessary for the Lessee to insure

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the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor PROVIDED the Lessee has such insurance effected in the joint names of the Lessee and Financial Institution.

(f) The Lessee shall in case of such mortgage of the demised premises and the buildings and structures therein or any of them as provided in preceding clause 1 above, file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed thereto and the Financial Institutions have caused these presents to be executed under the hand of its authorised representative the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece or parcel of land known as Plot No. A-406 in the T.T.C. Industrial Area, within the village limits of Mahape, Taluka and Registration Sub-District Thane, District and Registration District Thane containing by admeasurement 2085 square metres or thereabouts and bounded as follows, that is to say :-

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- On or towards the North by :- Plot No.A-407
- On or towards the South by :- Plot No.A-405
- On or towards the East by :- Estate Road and
- On or towards the West by :- Forest land

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of the Loans)

| Name of the Financial Institutions | Amount of the loan agreed to be Advanced Rs. |
|------------------------------------|---|
| ORIENTAL BANK OF COMMERCE | Rs.40,00,000/- (Rupees Forty Lakhs Only) |

Handwritten initials and signature


SIGNED, SEALED AND DELIVERED by
the within named SHRI. C. J. RAJEBHOSALE ,
the REGIONAL OFFICER, MAHAPE, for
and on behalf of the within named
MAHARASHTRA INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of :-

1. SHRI. C.S. Makalkar
2. SHRI. A. C. Surve



REGIONAL OFFICER
M.I.D.C. Regional Office
Mahape

The Common Seal of the withinnamed Lessee
M/S ERGOCOMP PLASTIC (INDIA) PRIVATE
LIMITED was pursuant to a Resolution of its
Board of Directors passed in that behalf
on the 18th day of August 2004 hereunto
affixed in the Presence of

SHRI. Nimish Gandhi
Director

& SHRI. Kaushik Engineer
Director of the Company, who in token of
having affixed the seal of the Company ,
set their respective hands hereto, in the
presence of

1. SHRI. S.H. Raut
2. SHRI. Selvi. B. Bai

For ERGOCOMP PLASTIC (INDIA) PVT. LTD.

Nimish Gandhi
DIRECTOR

For Ergocomp Plastic (I) Pvt. Ltd.

Kaushik Engineer
Authorised Signatory

SIGNED, SEALED AND DELIVERED by the
withinnamed Financial Institution
ORIENTAL BANK OF COMMERCE by the
hand of

Shri. DILIP KOTHARI

its its Constituted Attorney, in the Presence of

1. SHRI. RITU RAJ KRISHNA
2. SHRI. R.K. SHARMA

कृते ओरियन्टल बैंक ऑफ कॉमर्स
For ORIENTAL BANK OF COMMERCE

सहायक महाप्रबंधक / Asst. General Manager
पिएच. मार्ग, फोर्ट, मुंबई-1 / P.M. RD., Fort, Mumbai-1

Ritu Raj Krishna
R.K. Sharma



ERGOCOMP PLASTIC [INDIA] PVT. LTD.

Plot No. A-406, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai - 400 705.
Tel. No.: 5616 3007 / 5613 2601 / 27781503 • Fax No.: 2778 2124 • e-mail : ergocomp1@hotmail.com

05/04/2007

To,
The Asst. General Manager,
ORIENTAL BANK OF COMMERCE,
Jash Chambers, Ground Floor,
Sir P. M. Road, Fort,
Mumbai - 400 001.

Dear Sir,

Sub. : Submission of Tripartite agreement.
Ref. : Our C. C. A/c. no. 00234010000320

We take the opportunity to express our gratitude for all support given to us by your esteemed Bank. We would like to inform you that we were using Credit facilities of Rs. 70.00 Lakhs (Fund based & Non-Fund based) which is enhanced to Rs. 120.00 Lakhs (Fund based & Non-Fund based). We have offered our property at plot no. A-406, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai as collateral security.

In connection to the same we are submitting the following documents for your reference :

-Original Tripartite agreement dated 4th April, 2007 between Maharashtra Industrial Development Corporation, Ergocomp Plastic [India] Pvt. Ltd. and Oriental Bank of Commerce.

We request you to acknowledge the receipt of the same.

Thanking you, we remain

Yours truly,

For Ergocomp Plastic [India] Pvt. Ltd.

Nimish Gandhi
Director

Recd

5/4/07



THIS AGREEMENT made at MAHAPE this 4th day of April TWO THOUSAND Seven BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 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 First Part; **M/S. ERGOCOMP PLASTIC (INDIA) PVT.LTD.,** a Company incorporated under the Companies Act-1956 and having its registered office at Plot No.A-406, MIDC, TTC Industrial Area, Mahape, Navi Mumbai-400705. (hereinafter called " the Lessee " which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the Second part.

Handwritten signatures and initials

TTCI Mahape Ltd. Vyapar Bhavan
 APNIC Green Market Phase II
 Vashi-400703.
Paradise Bank Ltd.
 Authorised Signatory
 Vishnupriya Gupta

भारत 84417 Special Adhesive
 188452 MAR 21 2007
 R.0000100/-P85252 17:29
 INDIA STAMP DUTY MAHARASHTRA



Handwritten signatures and initials

AND **ORIENTAL BANK OF COMMERCE**, a body corporate constituted under the banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having one its branch office at Jash Chambers, Ground floor, Sir P.M.Road, Fort, Mumbai (hereinafter referred to as the "The Bank" 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 **17th day of June 2004** (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and M/s Cozy Furniture Industries Pvt.Ltd. of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Thane under Serial Nos. **6027 & 6028** on the **22nd day of June 2004**, 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 M/s Cozy Furniture Industries Pvt.Ltd. to be paid observed and performed did thereby demise unto M/s Cozy Furniture Industries Pvt.Ltd. all that piece of land known as **Plot No. A-406** in the **Trans Thane Creek Industrial Area**, within the village limits of **Mahape** Taluka and Registration Sub-District **Thane** District and Registration District **Thane** containing by admeasurement **2085 square metres** or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule hereunder written together with the buildings and 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 M/s Cozy Furniture Industries Pvt.Ltd. for a term of **Ninety Five years** computed from the **1st day of January 1996** subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by an order dated the 28th day of July 2004 the Corporation granted its permission to **M/s.Cozy Furniture Industries Pvt.Ltd.** to transfer and assign its lease hold interest on Plot. No.A-406 from **T.T.C. INDUSTRIAL AREA** Industrial area under the indenture of lease dated the 17th day of June 2004 in favor of **M/s.Ergocomp Plastic(India)Pvt.Ltd.** hereinafter called the Lessee.

AND WHEREAS by Deed of Assignment dated the 30th day of August 2004 and made between the said **M/s. Cozy Furniture Industries Pvt. Ltd.** of the One Part and Lessee of the Other Part and lodged for registration with Sub-Registrar of Assurances at Thane-3 under No.8448 on the 31st day of August 2004, the said **M/s. Cozy Furniture Industries Pvt. Ltd.** did transfer and assign unto the Lessee the demised premises to hold the same for residue then unexpired term of Lease granted under the said indenture of Lease dated the 17th day of June 2004 at the rent reserved by and subject covenants and conditions contained in the same lease.

(b) The Lessor had, at the request of the Lessee granted to the Lessee consent to mortgage/charge by the Lessee of the Lessee's interest under the Lease in favour of **ORIENTAL BANK OF COMMERCE** as security for repayment of the loan of **Rs. 70,00,000/-**, and the Lessee has pursuant to the said consents, secured the loans of **Rs.70,00,000/-** against the said security and the said loans are still outstanding.

c) The Lessee has requested the The Bank to advance to the Lessee certain further loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called "the said Loans ") on the security, inter alia of a mortgage of the demised premises which the The Bank has agreed to do on certain terms and conditions as also on condition that the Lessee will mortgage and charge all its assets including the Lessees' interest in the demised premises under the said Lease in favour of the The Bank.

d) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the The Bank and to enter into this agreement in the manner hereinafter contained.

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

(1) In Pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the The Bank for the bonafide purpose of securing the due payment of the said Loans advanced or to be advanced by The Bank to the Lessee enhancing the credit facilities of **Rs.70.00 Lakhs to Rs.120.00 Lakhs** in the aggregate. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

(2) The Lessor, the Lessee and the The Bank further agree that the The Bank may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the The Bank selling the demised premises or any part hereof or having the same sold as aforesaid for realisation of the security, the The Bank shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee to the Lessor in respect of the said plot of land at the time of allotment viz, premium calculated at the rate of **Rs.2100/-** per square metre provided that the Lessor will not be entitled to receive any of interest commitment charge, increase that may occur on account of devaluation / foreign exchange fluctuation, escalation costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income, shall be final.

(b) The right of the The Bank to sell the demised premises under such mortgage to realise the undischarged debt shall be absolute as set out in condition (a) above.

(b-1) "In the event of Sale, the The Bank shall insure 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) The condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposed upon the Lessee under the said Lease shall apply to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the The Bank or any one or more of them as aforesaid.

(d) In the event of the Lessee committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the The Bank at least 6 months notice in writing specifying the default or breach committed by the Lessee and Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the The Bank or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

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(e) During the continuance of the said mortgage of the demised premises in favour of the The Bank as security for loan advanced by it to the Lessees hereinbefore recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor **PROVIDED** the Lessee has such insurance effected in the joint names of the Lessee and The Bank.

(f) The Lessee shall in case of such mortgage of the demised premises and the buildings and structures therein or any of them as provided in preceding clause 1 above, file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed hereto and the The Bank hath caused these presents to be executed under the hand of its authorised representative the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

All that piece or parcel of land known as **Plot No.A-406** in the **Trans Thane Creek Industrial Area**, within the village limits of **Mahape** Taluka and Registration Sub-District **Thane** District and Registration District **Thane** containing by admeasurement **2085 square metres** or thereabouts and bounded as follows, that is to say :-

- On or towards the North by :- Plot No.A-407,
- On or towards the South by :- Plot No.A-405,
- On or towards the East by :- Estate Road and
- On or towards the West by :- Forest Land.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Particulars of the Loans)

Name of the The Bank : Amount of the loan agreed to be Advanced Rs.

| | | |
|----------------------------------|---|---|
| ORIENTAL BANK OF COMMERCE | : | Rs.70,00,000/- (Previous) Rs.50,00,000/- (Present) <hr/> Rs.1,20,00,000/- Total |
|----------------------------------|---|---|

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SIGNED, SEALED AND DELIVERED by the within named SHRI. C.L. PULKUNDWAR, the REGIONAL OFFICER, MAHAPE, for and on behalf of the within named MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION in the presence of :-

C.L. Pulkundwar
A.A.A.
REGIONAL OFFICER,
M.I.D.C. REGIONAL OFFICE
MAHAPE

- 1. *[Signature]*
- 2. *Genarekar (Mrs. P.G. Narayana)*

THE COMMON SEAL of the within named Lessee: M/S. ERGOCOMP PLASTIC (INDIA) PVT. LTD.

was pursuant to a Resolution of its Board of Directors passed in that behalf on the 15th day of January 2007, hereunto affixed, in the presence of :-

For ERGOCOMP PLASTIC (INDIA) PVT. LTD.
N. Gandhi
DIRECTOR.

Shri Nimish Gandhi
Director
AND
Shri Kaushik Engineer

For Ergocomp Plastic (I) Pvt. Ltd.
Kengnis
Authorised Signatory

Directors of the Company, who in token of having affixed the Seal of the Company, set their respective hands hereto, in the presence of :-

- 1. *S. H. Raut*
- 2. *D. A. Fernando*

SIGNED, SEALED AND DELIVERED by the within named The Bank: ORIENTAL BANK OF COMMERCE.

कृते ओरियन्टल बैंक ऑफ कॉमर्स
For ORIENTAL BANK OF COMMERCE
[Signature]
सहा. महा प्रबंधक / Asst. Gen. Manager
फोर्ट, मुंबई-१ / Fort, Mumbai-१.

by the hand of SHRI. *Samir Majumdar* its constituted Attorney, in the presence of :-

- 1. *R.K. Shabing - S. Mgs*
- 2. *R.K. Meena - Mgs.*

[Signature]
[Signature]

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

To,
The Branch Manager,
Oriental Bank of Commerce
Kalbadevi Branch,
Mumbai.

22nd June, 2016

Dear Sir,

Sub.: Property/Plot No. A-406 in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane and owned by M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd.

Re : Professional Bill

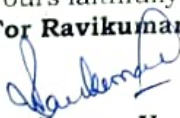
| Sr. No. | Brief Particulars | Amount Payable |
|---------|---|----------------|
| 1 | Plot No. A-406 in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane and owned by M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd | Rs. 4500.00 |
| | Total Amount Payable | Rs. 4500.00 |

Please deposit/transfer the professional fees of Rs. 4500/- in the **Oriental Bank of Commerce SB Account No. 10712191003797 in the name of Ravikumar Varanasi, IFSC CODE: ORBC0101071.**

PAN No. AADPV5516B

Thanking you,

Yours faithfully,
For Ravikumar Varanasi & Co.


Ravikumar Varanasi
Advocate



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

To,
The Branch Manager,
Oriental Bank of Commerce
Kalbadevi Branch,
Mumbai.

22nd June, 2016

Dear Sir,

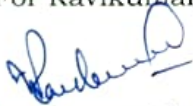
Sub.: Property/Plot No. A-406 in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane and owned by M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd.

Please find enclosed herewith the original title report and search e-challan copy in respect of the above captioned property/ flat/ shop/ unit/ plot/bungalow.

You are requested to kindly consider the same.

Yours faithfully,

For Ravikumar Varanasi & Co.



Ravikumar Varanasi

Advocate

Encl : As above



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

To,
The Branch Manager,
Oriental Bank of Commerce
Kalbadevi Branch,
Mumbai.

22nd June, 2016

Dear Sir,

Sub.: Property/Plot No. A-406 in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane and owned by M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd.

I, on the basis of the copies of title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under:

1. Name and address of the Mortgagors/Title Holders : M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. having registered office at 403, Akanksha Apartment, 454 V.N. Purav Marg, Sion Chunabhatti, Mumbai - 400 022.
2. Description of immovable property :-

| Plot No. / Property No. | Area (in sq.yds./sq. mtrs/sq. ft. / acres/hectares) | Location | Boundaries |
|--|---|---|--|
| Being Plot No. A-406 in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai | Plot Area 2085 sq. meters (As per Lease dated 17 th June, 2004) | At Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub- District Thane. | On or towards the North by : Plot No. A-407, On or towards the South by : Plot No. A-405, On or towards the East by : Estate Road and On or towards the West by : Forest Land |

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Ravikumar Varanasi & Co.

Advocate & Legal Consultants

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| | | |
|--|--|---|
| Municipal Corporation, Taluka and Registration, Sub-District Thane | | mentioned in the Lease dated 17 th June, 2004. |
|--|--|---|

| | |
|--|---|
| The Chain of title deeds scrutinized by me | As per Annexure attached herewith |
| As Per Annexure - A | |
| i) Search in Sub-Registrar's Office (Location of property of the sub-district within which the property is located and the address of the registering officer. In case the property is situated in more than one sub-districts/districts, the particulars of all the concerned sub-districts/districts and address of the registering offices to be given) | Sub Registrar Thane |
| ii) Search and Investigation (The search in the records such as index No.1, Index No.2, Book No.1/Supplementary Book No.1 should be made at least for the past 13 years to trace any encumbrance is created on the property. A brief narration may be given on the route and chain of title to the extent of complete chain and how the title is conferred on the | <p>1] It is observed from the Lease dated 17th June, 2004 between Maharashtra Industrial Development Corporation (Lessor) and M/s. Cozy Furniture Industries Pvt. Ltd. (Lessee) that by an Agreement dated 1st January, 1996 and made between the Lessor of the one part and the Lessee of the other part 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 piece of land and premises</p> <p>2] It is further observed that pursuant to the said Agreement the Certificate of Completion thereby contemplated has been granted.</p> <p>3] It is further observed that the Lessee has constructed the built up area of 535.05 sq. metres on the total plot area of 2085 sq. meters and Lessee has</p> |

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mortgagor. The details of the books/indexes searched by Advocate to be stated. In the event of any break in the chain of title, the details thereof specifying how the break in the chain of title took place to be stated and opinion as to whether it would vitiate Bank's creation of mortgage over the property be given. In case of any mortgage, charge or encumbrance subsists over the property; the same may be highlighted so that the Bank shall avoid the said property. Confirm and state that the original title deeds submitted are originals registered before the Registrar of Assurance) and proper stamp duty has been Paid.

agreed to construct further built up area in phase as under : on or before 31/03/2007 - Built up area of 547 sq. meters in addition to the existing built up area.

On or before 31/03/2010 - Built up area of 1000 sq. meters in addition to the (I) above.

4] It is further observed that 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. 82,686/- approx. per annum.

5] It is further observed that the vide Lease dated 17th June, 2004, Maharashtra Industrial Development Corporation (Lessor) have lease the Plot No. A-406 admeasuring 2085 sq. meters, in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane to M/s. Cozy Furniture Industries Pvt. Ltd. (Lessee). The Lease dated 17th June, 2004 is registered on 22nd June, 2004 bearing registration receipt no. 6020 before the Sub- Registrar, Thane - 8 and Index-II bearing No. 6027.

5] It is further observed that the vide Deed of Assignment dated 30th August, 2004, M/s. Cozy Furniture Industries Pvt. Ltd. (Assignor) have assigned the lease of Plot No. A-406 admeasuring 2085 sq. meters, in the Trans Thane Creek Industrial Area within the Village Limits of Mahape and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub-District Thane to M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. (Lessee). The Deed of Assignment dated 30th August, 2004 is

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Advocate & Legal Consultants

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Land Line: 022-23696072, Mobile No. 9323272578

| | |
|--|---|
| | registered on 31 st August, 2004 bearing registration receipt no. 8437 before the Sub- Registrar, Thane - 8 and Index-II bearing No. 8448. |
| III) Whether the property is ancestral and/or under joint ownership. If so, details of the co-parceners /Karta and/or the co-owners. The respective shares should be incorporated specifically | No |
| IV) Minor's delinquent, unsound, untraced person's interest (Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect Bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage over the property). | No |
| V) Documents pending for registration (The enquiry is to be made whether any document creating mortgage, charge or encumbrance is pending for registration in the concerned Sub-Registrar's/Registrar's office are to be stated. If so, full details of such charge etc. of charge holders' should be specified) | N.A |
| 5. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in 'State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under Section 26, 27 and 28 of the Act to ensure that mortgagor(s) has / have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report. | N.A |
| 6. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations. | N.A |
| 7. Leasehold immovable Property (where land / building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors / competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken obtaining such property in mortgage) | MIDC lease property of 95 (Ninety Five) years commencing from the 1 st day of January 1996 and on payment of the premium and |

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| | rent. |
|--|-------|
| 8. Investigation under Income Tax Act 1961 (Any permission of the concerned Assessing Officer under any of the provisions of Act is required for creating mortgage or any Certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept. | No |
| 9. Investigation in regard to agricultural land (Investigate and search the necessary records etc. with specific reference to the land if it is surplus, self-cultivated, if consolidation of holdings / acquisition proceedings etc. is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be specified, specifically with reference to the Agricultural Land Laws. | N.A |
| 10. The details of the certified copies of the revenue records obtained to confirm that the property in question has been mutated and no dues are outstanding against the Mortgagor. | N.A |
| 11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title. | No |
| 12. If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated. | No |
| 13. Whether documents given as chain of title deeds inspire any doubt / suspicion. Is it curable - how? | No |
| 14. Reason as to why equitable mortgage is not being created with the branch, where the property is situated? | No |
| 15. Whether any bar to create mortgage as in case of agricultural land in Delhi? Any CLU / house tax / notification of land vesting in municipal authority? | N.A |
| 16. Whether any restriction on sale of property? e.g. J & K, Uttaranchal & HP etc. | No |
| 17. Whether any approvals / clearances required or obtained, detail? | No |

The following documents in addition to documents mentioned in Chain of documents in original as well as copies as the case may be along with additional documents mentioned above, varying from case to case may also be obtained for creation of valid equitable mortgage by deposit of the title deeds (varying from case to case).

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Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

| Particulars | Comments of Advocate |
|---|---|
| 1. House Tax assessment order pertaining to property to be mortgaged. | N.A |
| 2. Site Plan (sanctioned) | Bank to take on record |
| 3. House Tax receipt pertaining to property to be mortgaged | N.A |
| 4. Self assessment return form | Bank to take on record |
| 5. Electricity / Water Bill | N.A |
| 6. Copy of PAN Card / Driving License / Passport etc. | Bank to take on record |
| 7. Income Tax returns | N.A |
| 8. Affidavit of mortgagor as to how he/she is connected with the account in which he / she is furnishing his / her property as security. | N.A. |
| 9. In case of property of Builders, in addition to the GPA / SPA, Collaboration / Builders Agreement, the PAN No. & ITCC of Builder, his history, copy of some regd. Documents and endorsement on the original sale deed (if retained by original owner / builder) be made, if possible, so that previous document even if retained by the Owner / Builder cannot be misused. | N.A |
| 10. In case the property to be mortgaged is related to the company, then relevant Resolutions along with copy of the minutes, MOA / AOA and ROC record may be obtained | N.A |
| 11. In any case where ever the previous original title deed is missing or retained by earlier owner, the original title deed be seen & endorsed or an affidavit be obtained from the person retaining the original title deeds, that he will not misuse it. | N.A |
| 12. Affidavit that mortgagor deposited title deeds with intention, has deposited all documents, would not misuse any document to detriment of bank etc., may also be obtained. | N.A |
| 13. The stamp duty payable on Oral Assent (if applicable) | N.A |
| 14. NOC / No Dues certificate from lessor / land authority. | N.A |
| 15. In case of leasehold property, the remaining period of lease, any provision for further renewal of lease etc. shall be specifically mentioned. The receipt for | MIDC lease property of 95 (Ninety Five) years commencing from the 1 st |

R

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

| | |
|---|------------------------|
| upto date payment of lease rent shall be obtained. | day of January 1996 |
| 16. In case of HUF / Trust, appropriate affidavit be obtained & further necessary documents be also obtained. In case of Trust properties, it should also be mentioned whether permission from Charity Commissioner or any other competent authority is required to be obtained. | N.A |
| 17. In case of Office belonging to Cooperative Housing Society, necessary further documents i.e. Share Certificate, No Objection Certificate from Society after verifying the related records and receipt for the payment of upto date dues to the Society be obtained. | Bank to take on record |
| 18. Since Central Registry u/s 20 of the SARFAESI Act has been created and notification No.F-56/5/2007-BO-11 dated 31 st March 2011 has been issued, inspection of records of central register through the website of the Central Registry shall also be made by the advocate concerned and the same shall be stated in the opinion. | N.A |

CERTIFICATE

I hereby certify that **I have verified the Title Documents through the Record/Computer Record at the Office of Registrar / Sub-Registrar / Revenue Authorities and scrutinized the search report of Central Registry created under Section 20 of the SARFAESI Act, 2002 and personally searched and verified the information furnished in this report. I have compared the Deed of Assignment dated 30th August, 2004 given to me with the Document record at the Office of Sub-Registrar and have found that both are tallying with each other. I also certify that the title deeds in respect of the captioned properties are genuine, original and properly executed.** The statement and other information given in the report are correct and true. I certify that M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. have got a valid, clear, absolute and marketable title over the property shown above. If M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. through its Directors are personally present (alongwith identity proof) **and** deposits the title deeds in original or as mentioned in Schedule I along with documents mentioned hereunder, with intention to create equitable mortgage, **it** will satisfy the requirements of creation of equitable mortgage. The following person/s should



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.

Land Line: 022-23696072, Mobile No. 9323272578

be present personally (alongwith identity proof) to deposit the original title deeds with your Bank / Branch for creation of equitable mortgage:

1] M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. through its Directors

The following documents shall be obtained at the time of creation of mortgage.

- 1) First Original Registered Lease dated 17th June, 2004, Maharashtra Industrial Development Corporation (Lessor) and M/s. Cozy Furniture Industries Pvt. Ltd. (Lessee) along with registration receipt no. 6020 is registered on 22nd June, 2004 bearing before the Sub- Registrar, Thane - 8 and Index-II bearing No. 6027.
- 2) Second Original Registered Deed of Assignment dated 30th August, 2004, M/s. Cozy Furniture Industries Pvt. Ltd. (Assignor) and M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. (Lessee) along with registration receipt no. 8437 registered on 31st August, 2004 before the Sub- Registrar, Thane - 8 and Index-II bearing No. 8448.

Yours faithfully

For Ravikumar Varanasi & Co.



Ravikumar Varanasi

Advocate

Place : Mumbai
Date : 22nd June, 2016




Chain of Title Deed - Annexure - A

| Sr. Nos. | Date Document | of | Names of Documents |
|----------|----------------------------|----|--|
| 1 | 17 th Jun, 2004 | | Lease between Maharashtra Industrial Development Corporation (Lessor) and M/s. Cozy Furniture Industries Pvt. Ltd. (Lessee). |
| 2 | 22 nd Jun, 2004 | | Registration Receipt bearing no. 6020 |
| 3 | 18 th Jun, 2004 | | MIDC NOC for execution of lease |
| 4 | 22 nd Jun, 2004 | | Index-II bearing no. 6027 |
| 5 | 30 th Aug, 2004 | | Deed of Assignment between M/s. Cozy Furniture Industries Pvt. Ltd. (Assignor) and M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. (Lessee). |
| 6 | 31 st Aug, 2004 | | Registration Receipt bearing No. 8437 |
| 7 | 28 th Jul, 2004 | | Maharashtra Industrial Development Corporation passed order to transfer the lease in the name of M/s. Ergocomp Plastic Plastic (India) Pvt. Ltd. |
| 8 | 31 st Aug, 2004 | | Index-II bearing no. 8448 |

Further, we have verified the title documents from Computer Record of S.R.O Office Thane for 13 years and the Online Search of the title documents Index - II is enclosed herewith.



Yours faithfully,
For Ravikumar Varanasi & Co.


Ravikumar Varanasi
Advocate

Place : Mumbai

Date : 22nd June, 2016