



*[Handwritten Signature]*

THIS AGREEMENT made at THANE this 2nd day of May TWO THOUSAND NINETEEN BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 and having its principal office at UDYOG SARATHI MIDC, MAROL INDUSTRIAL AREA, MAHAKALI CAVES ROAD, ANDHERI (EAST)-400 093. (hereinafter called " the Lessor" which expression shall, unless the context does not so admit include its successors and assigns) of the First Part: M/S.CONCEPT HOME TEXTILE PVT. LTD a Company incorporated under the Companies Act-1956 and having its registered office at B/401, VRIDAVAN TOWER, CHIKUWADI, BORIVALI (W), MUMBAI-400 092. (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.

AND COSMOS CO-OP BANK LTD. a body corporate constituted under the Banking Companies A Bank registered under Bombay Co-Op Societies Act-(Act VII of 1925) amended by the Maharashtra Co.Op Societes Act -1960 and having one of its one of branch COSMOS TOWER PLOT NO. 6 ICS COLONY UNIVERSITY ROAD, GANESH KHIND SHIVAJINAGAR PUNE (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.

FOR CONCEPT HOME TEXTILES PVT.LTD

*[Handwritten Signature]*  
DIRECTOR

For Cosmos Cooperative Bank Ltd.

*[Handwritten Signature]*  
Authorised Officer

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For CITIZEN CREDIT CO-OP. BANK LTD.  
Borivalli (W) Branch  
Authorised Signatory  
MUMBAI-400 103.  
D-5/STP(V)/C.R.1009/06/

CITIZEN CREDIT CO-OP.  
BANK LTD., I.C. COLONY,  
BORIVALI (W),  
MUMBAI-400 103.

duplicate in the office of the Sub-Registrar  
3998-2017 and PLR-3999-2017 on 13th day of July, 2017 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.BOMBAY OXYGEN CORPORATION LTD** to be paid  
observed and performed did thereby demise unto **M/S.BOMBAY OXYGEN  
CORPORATION LTD.** all that piece of land known as **Plot No. F-8/2** in the **TARAPUR  
INDL. AREA**, situated at village within the limits of **Kolwade Municipal Corporation**,  
**Taluka** and **Registration Sub-District PALGHAR**, **District** and **Registration District  
PALGHAR**, containing by admeasurement **3000 Sq.Mtrs.** 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 there to  
belonging to hold the said land and premises therein expressed to be thereby demised (therein  
and hereinafter referred to as "the demised premises") unto a **M/S.BOMBAY OXYGEN  
CORPORATION LTD** for a term of **Ninety Five years** computed from the **1st day of  
April, 1985** subject to the payment of rent and on the terms, covenants and conditions  
therein contained.

AND WHEREAS by an order dated **12th day of February, 2017** the  
Corporation has granted its permission to **M/S.BOMBAY OXYGEN  
CORPORATION LTD.** to transfer and assign their lease hold interest on **Plot No. F-8/2**  
from **TARAPUR INDL. AREA**, under the indenture of lease dated **12th day of July,  
2017** in favour of **M/S.CONCEPT HOME TEXTILE PVT. LTD.** hereinafter called "  
the Lessee".

AND WHEREAS by Deed of Assignment dated **15th day of March, 2018**  
and made between the said **M/S.BOMBAY OXYGEN CORPORATION LTD.** of  
the one part and Lessee of the Other Part and lodged for Registration with Sub-  
Registrar of Assurances at **PALGHAR** under Serial No. **PLR-1817/2018** on the **15th  
day of March, 2018** the said **M/S.BOMBAY OXYGEN CORPORATION LTD.**  
did transfer and assign unto the Lessee, the demised premises to hold the same for the  
residue then unexpired term of Lease granted under the said indenture of Lease dated  
**12th day of July, 2017** at the rent reserved by and subject covenants and conditions  
contained in the said 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  
**COSMOS CO-OP BANK LTD** as security for repayment of the loan of **Rs.  
8,80,00,000/-** and the Lessee has pursuant to the said consent secured the loan of  
**Rs.8,80,00,000/- (Rs. Eight Crore Eighty Lakh Only)** is still outstanding.

(c) The Lessee has requested the Financial Institution to advance to the Lessee certain loans  
particulars whereof are set out in the **Second Schedule** hereunder written (hereinafter called  
"the said Loans") on the security, inter alia of a mortgage of the demised premises which the  
Financial Institutions 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 Lessee's interest in the  
demised premises under the said Lease in favour of the **Financial Institution.**

FOR CONCEPT HOME TEXTILES PVT.LTD

For Cosmos Co-operative Bank Ltd.

DIRECTOR

Authorised Officer

AND BETWEEN THE PARTIES

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 Institution for the bonafide purpose of securing the due payment of the said additional Loans advanced or to be advanced by the Financial Institutions to the Lessee subject to a maximum of Rs.47,74 000 /- (Rs. Forty Seven Lakh Seventy Four Thousand Only) in the aggregate. The permission hereby granted will not authorize the Lessee to mortgage only a part of the demised premises.

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


(a) In the event of the Financial Institution selling the demised premises or any part hereof or having the same sold as aforesaid for realization of the security, the Financial Institution shall pay to the Lesser 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 the 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 transfer viz., premium calculated at the rate of Rs.20/- per square meter. provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation/ foreign exchange fluctuation, escalation costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income, shall be final.

(b) The right of the Financial Institution to sale the demised premises under such mortgage to realize the undercharged debt shall be absolute as set out in condition (a) above.

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

( c ) The condition prohibiting assignment, under letting 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, under letting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial Institution 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

  
**FOR CONCEPT HOME TEXTILES PVT.LTD**  
**DIRECTOR**

  
**For Cosmos Co-operative Bank Ltd.**  
**Authorized Officer**

Financial Institution. 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 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 Lessees have set their respective hands hereto and the Financial Institution 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.F-8/2 in the TARAPUR INDL. AREA, situated at village Kolwade within the limits of Kalyan Municipal Corporation, Taluka and Registration Sub-District Palghar, District and Registration District Palghar, containing by admeasurement 3000 Sq.Mtrs. or thereabouts and bounded as follows, that is to say:-

On or towards the North by :-ROAD (R/w.30.50 mtrs)  
On or towards the South by :-Plot No. F-8/1  
On or towards the East by :-PLOT NO. F-8/1 AND  
On or towards the West by :-PLOT NO. F-8/1

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

Name of the Financial Institution	Amount of the loan agreed to be Rs.
COSMOS CO-OP BANK LTD	Rs.8,80,00,000/- (Previous)
COSMOS CO-OP BANK LTD	Rs.47,74,000 /- (Present)
Total	Rs.9,27,74,000/- (Rupees Nine Crore Twenty Seven Lakh Seventy Four Thousand Only)

FOR CONCEPT HOME TEXTILES PVT.LTD



**DIRECTOR**

For Cosmos Cooperative Bank Ltd.



**Authorised Officer**

SIGNED, SEALED AND DELIVERED by the within named SHRI. MANIK C. LONDHE, the AREA MANAGER, R.O.Thane-1, for and on behalf of the within named MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION in the presence of :-

1. M. G. Gavate, A.A. Kulkarni
2. M. F. Sawane, S.M.



[Signature]  
AREA MANAGER  
REGIONAL OFFICE-I  
M.I.D.C., THANE-400 604.

The Common Seal of the within named Lessees M/S.CONCEPT HOME TEXTILE PVT. LTD..

was pursuant to a Resolution of its Board of Directors passed in that behalf

on the 15/4/2019 day of \_\_\_\_\_ hereunto

affixed in the presence of **FOR CONCEPT HOME TEXTILES PVT.LTD**

PRASHANT BHANAGE

[Signature]  
DIRECTOR

of the Company, who in token of Affixed the Seal of the Company have set their respective hand hereto, in the presence of

1. DEEPAJI BAFNA

[Signature]

2. SUBHASIT PADLE

[Signature]

SIGNED, SEALED AND DELIVERED by the within named Financial Institution COSMOS CO-OP BANK LTD.

by the hand of SHRI. Mrs. Priyanka Nevgi its constituted Attorney, in the presence of :-

1. Jaydish C. Konde

[Signature]

2. Vaishali S. Gajjar

[Signature]

For Cosmos Co-operative Bank Ltd.

[Signature]  
Authorised Officer

