

2

PLOT. NO 41 A  
MIDC. TTC  
PAWANE

FOR BOMBAY MERCANTILE CO-OPERATIVE BANK LTD.

AUTHORISED SIGNATORY  
BANK DEPARTMENT (H.O.)

Rs. 02/- IN HINDEN ONLY

Stamp Duty  
12444

Stamp Duty  
12444



THIS AGREEMENT made at MAHAPE this 18<sup>th</sup> day of July  
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, Ad  
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 SHREE SHYAM ENGINEERING  
INDUSTRIES A DIVISION OF M/S. CHHAPARIA THERMOPLAST (INDIA) PVT.LTD., a  
Company incorporated under the companies Act 1956 & having its registered office  
at Plot No.A-41, MIDC, T.T.C. Industrial Area, Off Thane Belapur Road, Pawane,  
Navi Mumbai (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.

Stamp Duty  
R.0000100/-P55479  
JUL 17 2007

*Signature*

*Signature*



*Signature*

AND THE JAMMU & KASHMIR BANK LIMITED, a banking Company Incorporated under the Companies Act 1956 and having its one of branch at 55 Noormahal Co-Operative Housing Society, Mohammad Ali Road, 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 26<sup>th</sup> day of December 1994 hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and M/S. THERMOSET POLY PRODUCTS (INDIA) 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 No.2505 and 2506 on the 28<sup>th</sup> day of December 1994 and 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. THERMOSET POLY PRODUCTS (INDIA) PVT.LTD. to be paid observed and performed did thereby demise unto M/S. THERMOSET POLY PRODUCTS (INDIA) PVT.LTD. all that piece of land known as Plot No.A-41 in the T.T.C. Industrial Area, within the village limits of Pawane Taluka and Registration Sub-District Thane, District and Registration District Thane containing by admeasurements 1501 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. THERMOSET POLY PRODUCTS (INDIA) PVT.LTD. for a term of Ninety Five years computed from the 1st day of October 1993 subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by an order dated 18<sup>th</sup> day of June 2007 the Corporation granted its permission to M/S THERMOSET POLY PRODUCTS( INDIA) PVT. LTD. to transfer and assign their lease hold interest on Plot. No. A-41 from T.T.C. INDUSTRIAL AREA under the indenture of lease dated 26<sup>th</sup> day of December 1994 in favor of M/S.SHREE SHYAM ENGINEERING INDUSTRIES A DIVISION OF M/S. CHHAPARIA THERMOPLAST (INDIA) PVT.LTD. hereinafter referred to the Lessee.



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*for*

AND WHEREAS by Deed of Assignment dated 6<sup>th</sup> day of July 2007 and made between the said M/S THERMOSET POLY PRODUCTS( INDIA) PVT. LTD. of the one part and Lessee(s) of the Other Part and logged for Registration with Sub-Registrar of Assurances at Thane under Serial No.4641 on the 6th day of July 2007 the said M/S THERMOSET POLY PRODUCTS( INDIA) PVT. LTD. did transfer and assign unto Lessee the demised premises to hold the same for residue then unexpired term of Lease granted under the said indenture of Lease dated 26 day of December 1994 at the rent reserved by and subject 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.10,85,00,000/- ( Rupees Ten Crores Eighty Five 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



*lep*

*3*



*[Signature]*

Financial Institutions 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.6000/- 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.

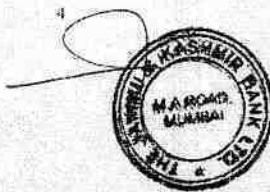
(b-i) In the event of sell the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation will not allow any change.

(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 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 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 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.



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*tes*

(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 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-41 in the T.T.C. Industrial Area, within the village limits of Pawane, Taluka and Registration Sub-District Thane, District and Registration District Thane containing by admeasurements 1501 square meters or thereabouts and bounded as follows, that is to say :-

On or towards the North by :- Estate

On or towards the South by :- Nalla

On or towards the East by :- Plot No.A-40 and

On or towards the West by :- Nalla

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

Name of the Financial Institutions	Amount of the loan agreed to be Advanced Rs.
THE JAMMU & KASHMIR BANK LIMITED	Rs.10,85,00,000/- (Rupees Ten Crores Eighty Five Lakhs Only)



*cep*



*fm*

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 :-

1. SHRI. P. A. Oze Dend  
M.D.C. Mahape.
2. SHRI. (C. Narvekar (Mrs P. G. Narvekar))



The Common Seal of the within named Lessee  
M/S SHREE SHYAM ENGINEERING INDUSTRIES  
A DIVISION OF M/S. CHHAPARIA THERMOPLAST  
(INDIA) PVT. LTD., was pursuant to a Resolution of its  
Board of Directors passed in that behalf  
on the 19 day of July 2007 hereunto

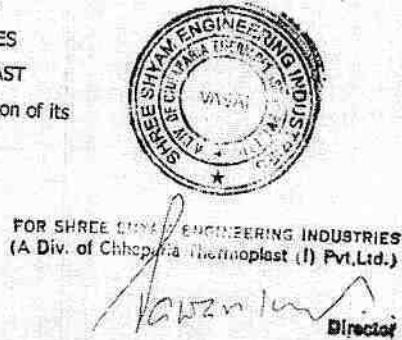
affixed in the Presence of  
SHRI. Bhuvan Chhaparia

and

SHRI \_\_\_\_\_

Directors of the Company, who in token of  
having affixed the seal of the Company,  
have set their respective hands hereto, in  
the presence of

1. SHRI. Madhusudan Tiwari
2. SHRI. Ashok Chavan



SIGNED, SEALED AND DELIVERED by the  
within named Financial Institution  
THE JAMMU & KASHMIR BANK LTD,  
by the hand of

Shri. Rajaz Ahmad Siddiqi

its Constituted Attorney, in the presence of :-

1. SHRI. V. K. Peshin
2. SHRI. Muzaffar Ahmad Bhat

For The Jammu & Kashmir Bank Ltd.

Gr. Manager



Friday, July 06, 2007  
1:21:46 PM

Original  
नोंदणी ३९ म.  
Regn. ३९ M

पावती

पावती क्र. : 4753

गावाचे नाव पावणे

दिनांक 06/07/2007

दस्तऐवजाचा अनुक्रमांक

टनच 3 - 04641 - 2007

दस्ता ऐवजाचा प्रकार

भाडेपटाचे हस्तांतरण

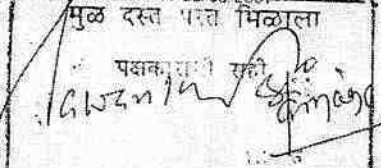
सादर करणाराचे नाव: मे श्री श्याम इंजिनिअरींग इंडस्ट्रीज एंड डिबिजन ऑफ मे छापरीया  
थर्मोप्लास्ट इंडिया प्रा लि तर्फे डॉक्टर चवन छापरीया - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनांची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (14)	:-	280.00
<b>एकूण</b>	<b>रु.</b>	<b>30280.00</b>

आपणास हा दस्त अंदाजे 1:36PM ह्या वेळेस मिळेल

  
दुय्यम निबंधक  
दोणे ३

बाजार मूल्य: 15079000 रु. मोंबदला: 10500000 रु.  
भरलेले मुद्रांक शुल्क: 753950 रु.  
दस्ताचा प्रकार : चलनात;  
चलन क्रमांक: 020; रकम: 2000 रु. दिनांक: 28/06/2007

मुळ दस्त परत मिळाला  
पक्षकाराची सती  
  
दुय्यम निबंधक दोणे-३



₹ 100000/-

मुद्रा नं. को. नि. ६  
(धरा ११२ का)

DDO-1075



नाम: श्री. ए. ए. ए. ए. ए.

पता: ...

श्री. ए. ए. ए. ए. ए.

श्री. ए. ए. ए. ए. ए.

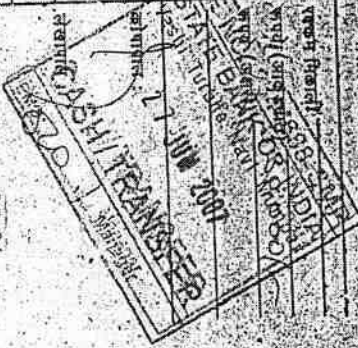
श्री. ए. ए. ए. ए. ए.

₹ 100000/-

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₹ 100000/-

श्री. ए. ए. ए. ए. ए.



नमुना म. को. नि. ६

(नियम ११२ पहा)

चलन क्रमांक

या ठिकाणच्या कोषागारात / उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन

भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

संसा. २६-म

Gen. 26-M

DDO 1075  
8883 2007  
2/38

Thane  
966/07

भरणा करणाऱ्याने भरवयाचे	विभागीय अधिकार्याने किंवा कोषागाराचे भरवयाचे Adj.	कोषागाराने / उपकोषागाराने / भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / इलाहाबाद स्टेट बँकेने भरवयाचे
जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव / पदनाम आणि पत्ता	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानश्रीर्ष : ००३० नोंदणी व मुद्रांक उपप्रधानश्रीर्ष : ०२/१०३ मुद्रांक शुल्क	रक्कम मिळाली रुपये (आकड्यात) रुपये (अक्षरी)
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश	मौल्यश्रीर्ष : संगणक संकेतांक	कोषपाल : लेखापाल
मुद्रांक शुल्क	० ० ३ ० ० ० १ १ ० १	भारतीय स्टेट बँक / S.B.I. जिने कलेक्टर कॅम्पस शाखा कोषपालक Collectorate Campus Branch
भरणा केलेली रक्कम (अक्षरी) रुपये	बरोबर आहे, पैसे खोलीकरणे व पावती द्यावी. Collector of Stamps Thane (City)	दिनांक रोख / रोख / CASH मिळाले / प्राप्त / RECEIVED
भरणा केलेली रक्कम (अक्षरी) रुपये	दिनांक	दिनांक

M/S Shree Shyam Engineering Industries  
Thane  
257950/-  
257950/-  
Three thousand five hundred only  
26/6/2007

26 JUN 2007  
7/80014



A/j Case No.

नमुना म. को. नि. ६

(नियम ११२ पहा)

चलन क्रमांक

संसा. २६-म

Gen. 26-M

DDO 1075

Thane

या ठिकाणच्या कोषागारात / उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन  
भारतीय स्टेट बँकेमध्ये

भरणा करणाऱ्याने भरवयाचे	विभागीय अधिकार्याने किंवा कोषागाराचे भरवयाचे	कोषागाराने / उपकोषागाराने / भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / इलाहाबाद स्टेट बँकेने भरवयाचे
जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव / पदनाम आणि पत्ता	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानश्रीर्ष : ००३० नोंदणी व मुद्रांक उपप्रधानश्रीर्ष : ०२/१०३ अभिनिर्णय फी	रक्कम मिळाली रुपये (आकड्यात) रुपये (अक्षरी)
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश	मौल्यश्रीर्ष : संगणक संकेतांक	भारतीय स्टेट बँक / S.B.I. जिने कलेक्टर कॅम्पस शाखा कोषपालक Collectorate Campus Branch
अभिनिर्णय फी	१००/-	२१ JUN 2007
भरणा केलेली रक्कम (अक्षरी) रुपये	१००/-	रोख / रोख / CASH मिळाले / प्राप्त / RECEIVED
भरणा केलेली रक्कम (अक्षरी) रुपये	One Hundred Only	कोषागार / उपकोषागार / अधिकारी / बँकेचा अधिकार्याक
भरणा करणाराची स्वाक्षरी	बरोबर आहे, पैसे खोलीकरणे व पावती द्यावी. Collector of Stamps Thane (City)	दिनांक
दिनांक	दिनांक	दिनांक

M/S Shree Shyam Engineering Industries  
Thane (C) Thane  
100/-  
100/-  
One Hundred Only  
A.T. Wad

21 JUN 2007

येथे कोषागारात / बँकेत रक्कम भरणा करण्याबाबत आदेश देणाऱ्या अधिकार्याचा स्वरी शिक्का टसवावा.

OFFICE OF THE COLLECTOR OF STAMPS

Adj. Case No. 36607 Received Adj. Fee Rs. 100/-  
 Vide Receipt No. 018 Date 21.6.07 Received from  
 M/s./Shri/Smt. Shree Shyam Engineering Industries  
 Address Seth Indl Estate, Navghar, Vasai (E)  
 Stamp Duty Rs. 753950/- Seven Lakhs Fifty Three  
Thousand nine hundred Fifty only in the State Bank of India  
 Branch Thane CHA. No. 12 Dated 21/6/07  
 Certified correct of the Bombay Stamp Act, 1958 that the Bill  
 Stamp Duty of 753950/- with which this instrument is chargeable  
 has been paid in full in Rs. 612560/- Schedule I.  
 Stamp Act, 1958. The market value is Rs. 1,50,79,000/-  
 Place: Thane  
 Date: 26/6/07 Collector of Stamps, Thane

21/6/07	7
612560	000
15079000	000



THIS DEED OF ASSIGNMENT made and entered into at Vasai this 6th day of July 2007 Between M/s. Thermoset Poly Products (I) Pvt. Ltd. a Company incorporated under the companies Act 1956 and having its Registered office Plot No.A-41, MIDC, TTC Indl. Area, Pawane, Navi Mumbai-400705 (which expression shall unless repugnant to the context and meaning thereof shall include its successors or successor in business and assigns) hereinafter called the "THE ASSIGNOR" of the ONE PART;

AND

M/s. Shree Shyam Engineering Industries a Division of M/s. Chhaparia Thermoplast (India) Pvt. Ltd. a company incorporated under the Companies Act 1956 and having its registered office at 6, Seth Indl. Estate, Navghar, Vasai (E), Dist-Thane 401 210 (which expression shall unless repugnant to the context and meaning thereof shall include its successors or successor in business and assigns) hereinafter called as "THE ASSIGNEE" of the OTHER PART,

WHEREAS by a Lease dated the 26<sup>th</sup> day of December 1994 and made between the Maharashtra Industrial Development Corporation (hereinafter referred to as MIDC) of the One Part and the Assignor (therein referred to as the Lessee) of the Other Part and lodged for registration with the Sub Registrar of Assurances at Bombay under serial Nos.2505 and 2506 on the 28<sup>th</sup> day of December 1994, the said MIDC granted the lease of the Plot No.A-41 in the T.T.C. Industrial Area, within the village limits of Pawane, within the limited of Navi Mumbai Corporation, Taluka & Registration sub District Thane and District & Registration District Thane, containing by ad-measurement 1501 Sq. meters or thereabouts and more particularly described in the First Schedule thereunder written and more particularly described in the schedule hereunder written for a term of 95 years computed from the 1<sup>st</sup> day of October 1993 on payment of the premium and rent reserved and on the terms and conditions mentioned therein.

*(Signature)*

*(Signature)*

AND WHEREAS at the request of the Assignor and the Assignee the said Maharashtra Industrial Development Corporation by its order bearing No. MIDC/RO/Mahape/TTC/A-41/2952 dated the 18<sup>th</sup> day of June 2007 granted its consent and the permission for the transfer and assignment of the leasehold interest in the Lease dated the 26<sup>th</sup> day of December 1994 in respect of the Plot No.A-41 in the T.T.C. Industrial Area the said MIDC by the Assignor in favour of the Assignee on payment of the differential premium amounting to Rs.8,10,600/- (Rupees Eight Lakhs Ten Thousand Six Hundred only) and on the terms and conditions therein contained.

AND WHEREAS the Deed of Assignment as required under the transfer order dated the 18<sup>th</sup> day of June 2007 has not been executed.

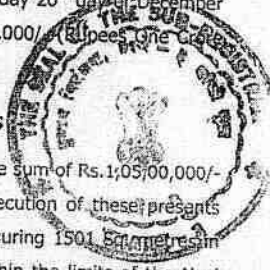
AND WHEREAS the Lessee has obtained the BCC from the said MIDC.

AND WHEREAS it was agreed between the Assignor and the Assignee that the Assignor will transfer and assign the lease hold interest, under the lease dated day 26<sup>th</sup> day of December 1994 in favour of the Assignee for a total consideration of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only)

₹ 8,10,600/-
2007
2/28

**NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS**

That in consideration of the premises and in consideration of the sum of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only) paid by the Assignee before execution of these presents being consideration money in respect of the said Plot No.A-41 admeasuring 1501 Sq. meters in the T.T.C. Industrial Area, within the village limits of Pawane and within the limits of the Navi Mumbai Municipal Corporation, Taluka & Registration Sub District Thane and District & Registration District Thane and more particularly described in the Schedule hereunder written (hereinafter referred as the Leasehold premises) (The payment and the receipt whereof the Assignor doth hereby admit and acknowledge and the Assignor doth for ever acquit, release and discharge to the Assignee and said Assignor doth hereby assign grant and transfer sell and release and assure unto the Assignee the leasehold interest in the said leasehold premises in favour of the Assignee for all the residue unexpired of the term of the 95 (Ninety Five) years computed from 1<sup>st</sup> day of October 1993 demised under the lease dated the 26<sup>th</sup> day of December 1994 TOGETHER WITH ALL SINGULAR the house, outhouses, offices, buildings, court yard, the area compound, sewer ditches fences, trees, drains, ways, paths, passages, common galleries, wells and water, water courses, lights, liberties, members, privileges, easements, profits advantages, rights members and appurtenances whatsoever to the said premises or any part thereof belonging to or in any way appertaining to or with or part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong to or to be appurtenant thereto AND ALSO TOGETHER WITH all the deeds, documents writings vouchers or other evidence of title relating to the said Plot No.A-41 in the T.T.C. Industrial Area together with the hereditaments and premises and every part thereof held by Assignor in the leasehold interest under the Deed of Lease dated the 26<sup>th</sup> day of December 1994 which Assignor is holding AND ALSO TOGETHER WITH all assets and rights title and interest, use, inheritance, property possession, benefits, claims whatsoever at law and in equity of the Assignor into or upon the said premises expressed so to be or part thereof to the extend TO HAVE AND TO HOLD the interest hold by the Assignor as lessees in the said premises and ALL AND SINGULAR and other premises hereby granted, assigned, transferred, released and assured or expressed so to be unto and to the use of the

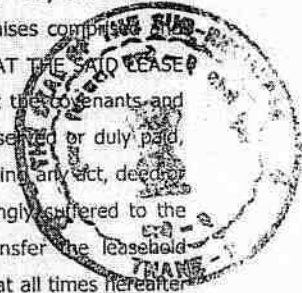


*[Handwritten signature]*

*[Handwritten signature]*

Assignee for all the residue now unexpired of the said term of the Lease dated the 26<sup>th</sup> day of December 1994 SUBJECT HOWEVER TO THE PAYMENT OF the rent reserved and the performance and observance of the covenants and conditions by the Assignee contained in the said indenture of lease dated the 26<sup>th</sup> day of December 1994 and which are henceforth on the part of the Assignee ought to be paid, observed and performed, AND ALSO SUBJECT TO all rents, taxes, assessments, rates and duties now chargeable or which may hereafter become payable in respect of the said premises to the Government of Maharashtra or any body corporate or authority and to the MIDC AND THE SAID ASSIGNOR HEREBY covenants with the Assignee that notwithstanding any act, deed, matter or thing whatsoever by them the Assignor or any person lawfully or equitably claiming by through, from, under in trust for them, made, done committed or knowingly suffered to the contrary the said indenture of Lease dated the 26<sup>th</sup> day of December 1994 is now a good, valid subsisting and effectual lease in law of the premises comprising hereby assigned transferred or expressed to the Assignee so to be AND THAT THE SAID LEASE has not been forfeited or surrendered or become void or voidable and that the covenants and conditions by and in the said indenture of lease reserved or duly paid, observed and performed upto the date of the presents and that notwithstanding any act, deed or things as aforesaid by the Assignor done, committed or omitted or knowingly suffered to the contrary that the Assignor do have an absolute authority to assign transfer the leasehold hereditaments in favour of the Assignee and to the use of the Assignee and at all times hereafter during the unexpired term of the said lease peacefully and quietly enter upon, have occupy and enjoy said premises and receive the rents, issue and profits thereof and every part thereof for her use and benefit without any law suit, eviction interruption, claim and demand whatsoever from any of them the Assignor and pay the yearly rent reserved and observe and perform all the covenants and conditions contained in the said indenture of the lease by the Assignee.

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IN WITNESS WHEREOF the Assignor hath caused to affixed its Common Seal and the Assignee hath caused to affixed its common seal hereto on the day and the year herein above written.

**THE SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land known as Plot No.A-41 in the T.T.C. Industrial Area, within the village limits of Pawane, and within limits of the Navi Mumbai Municipal Corporation, Taluka & Registration Sub-District Thane and District & Registration District Thane, containing by admeasurement 1501 Sq. mtr. or thereabouts and bounded as follows that is to say.

- On or towards the North by :- Estate Road,
- On or towards the South by :- Nalla,
- On or towards the East by :- Plot No.A-40
- On or towards the West by :- Nalla

*(Signature)*  
*(Signature)*

THE COMMON SEAL of the abovenamed Assignor M/s. Thermoset Poly Products (I) Pvt. Ltd. was, pursuant to a Resolution of its Board of Directors passed in that behalf on the 5 day of July 2007 affixed hereto in the presence of Shri. MITEN SHAH

AND

Shri. \_\_\_\_\_ Director/s or Secretary of the Company who, in token of having affixed the Company's Seal hereto have set their hands in the presence of

1. Ashok charan. *As*
2. Sachin Tamondkar. *S Tamondkar*

THE COMMON SEAL of the abovenamed Assignee M/s. Shree Shyam Engineering Industries a Division of M/s. Chhaparia Thermoplast (India) Pvt. Ltd. was, pursuant to a Resolution of its Board of Directors passed in that behalf on the 29<sup>th</sup> day of Dec. 2007 affixed hereto in the presence of

Shri. PAWAN CHHAPARIA

AND

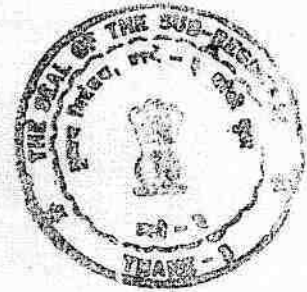
Shri. \_\_\_\_\_ Director of the Company who, in token of having affixed the Company's Seal hereto has set his hand in the presence of

1. Ashok charan. *As*
2. Sachin Tamondkar. *S Tamondkar*

टन नं
०६०७ २००७
६/११

For Thermoset Poly Products (I) Pvt. Ltd.

*Miten Shah*  
Directors



FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhaparia Thermoplast (I) Pvt. Ltd.)

*Pawan Chhaparia*  
Director

**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION**  
( A Government of Maharashtra Undertaking )

Regional Officer, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg.,2, Unit No.204, T.T.C.  
Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709.

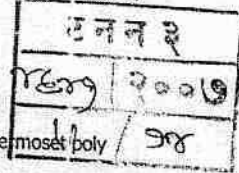
BY RPAD

No. MIDC/RO/Mahape/TTC/A-41/ 2952

Date: 18 JUN 2007

Sub :- Trans Thane Creek Industrial Area  
Plot No.A-41  
Request for grant of consent for transfer of...

- Ref :- (i) Letters dated 24/01/2007, 02/06/2007 & 18/06/2007 from M/s.Thermoset Poly Products (I) Pvt. Ltd.  
(ii) This Office Letter No.MIDC/RO/Mahape/TTC/A-41/2911 dated 15/06/2007.  
(iii) Letter dated 07/06/2007 from Labour Commissioner, Tardeo, Mumbai.



**ORDER**

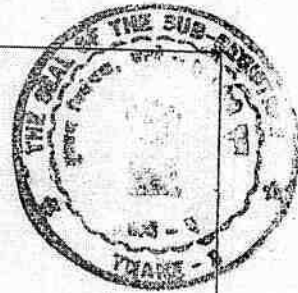
Lease dated the 26<sup>th</sup> day of December, 1994

**Lessee :**

M/s.Thermoset Poly Products (India) Pvt. Ltd.

**Transferee :**

M/s.Shree Shyam Engineering Industries a Division of  
M/s.Chhaparia Thermoplast (India) Pvt.Ltd.



By a above-noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessee, the Corporation in consideration of the stipulations and conditions on the part of the Lessee therein contained, granted in favour of the Lessee, a Lease of the above plot of Land bearing No.A-41 admeasuring 1501 m<sup>2</sup> and the buildings & erections erected thereon in the manner specified in the said Lease.

The Lessee in pursuance of Sub-clause (w) of the Clause 2 of the said Lease represented to the Corporation for grant to it of a consent for transfer and assignment of its interest under or the benefit of the said Lease in favour of M/s.Shree Shyam Engineering Industries a Division of M/s.Chhaparia Thermoplast (India) Pvt. Ltd. (hereinafter called the "Transferee"). The Corporation has after due consideration of the said request of the Lessee decided to grant it consent to the transfer and assignment of its interest under the said Lease in favour of Transferee for setting up unit for manufacturing of Sheet Metal Fabrication and Sheet Metal Components subject to the following conditions:-

- The Lessee shall pay to the corporation sum of Rs.8,10,600/- (Rupees Eight Lakhs Ten Thousand Six Hundred Only) towards differential premium which is paid on 18/06/2007 vide D.R.No.741393.
- The Lessee shall deliver at the Lessee's expenses a copy of Deed of Assignment to the Corporation as provided in the sub-clause (x) of clause 2 of the said Lease and such copy shall be furnished in duplicate.

FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhaparia Thermoplast (I) Pvt. Ltd.)

Director



# SHREE SHYAM ENGINEERING INDUSTRIES

(A Division Of Chhaparia Thermoplast (India) Pvt. Ltd.)

Office & Works : 6, Seth Indl. Estate, Navghar, Vasai (E), Dist. Thane - 401 210.

Ph. : 91-250-3298017 Fax : 91-22-28401613

E-mail : chhaparia@vsnl.net. Website : www.chhaparia.com

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२६	१२
२००६	
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CERTIFIED COPY OF THE MINUTES OF BOARD OF DIRECTORS OF SHREE SHYAM ENGINEERING INDUSTRIES a Division of M/S. CHHAPARIA THERMOPLAST (INDIA) PVT. LTD, HELD AT ITS REGISTERED OFFICE AT - 6, Seth Industrial Estate, Navghar, Vasai(E), Dist. Thane-401210, ON 28<sup>th</sup> OF DECEMBER, 2006 AT 3.30 PM.

Resolved that the Board of Director's of the Company be and are hereby decided to buy factory premises at Plot No. A-41, T.T.C. Industrial Area, Pawne MIDC and hereby authorize MR PAWAN CHHAPARIA, Director of the Company to sign Agreement of Sale and all other relevant documents pertaining to Plot No. A-41, T.T.C. Industrial Area, Pawne MIDC, Navi Mumbai, Dist. Thane, in favour of SHREE SHYAM ENGINEERING INDUSTRIES a Division of M/S. CHHAPARIA THERMOPLAST (INDIA) PVT. LTD, Directors MR. PAWAN CHHAPARIA, MR. MANISH CHHAPARIA & MR. ASHISH CHHAPARIA.

Further resolved that MR PAWAN CHHAPARIA, Director of the Company be and is hereby authorized to sign all relevant documents pertaining to transfer and also to submit the same at M.I.D.C. office for its records pertaining to Plot No. A-41, T.T.C. Industrial Area, Pawne MIDC, Navi Mumbai, Dist. Thane. Further both are affix the common seal of the Company.

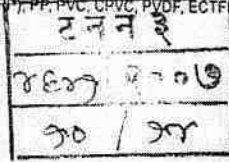
On or behalf of Board of Directors of  
M/S. CHHAPARIA THERMOPLAST (INDIA) PVT. LTD.

Directors.





• Designers & Mfrs of Equipments & Pipings in FRP (GRP), PP, PVC, CPVC, PVDF, ECTFE, Etc..



OFFICE : Arenja Plaza, C-302, 3rd Floor,  
Plot No. 52, Sector-15, CBD Belapur,  
Navi Mumbai - 400 614 Maharashtra (INDIA)  
Tel : 91+22 - 2758 1071 / 72 / 73 / 74  
Telefax : 91+22 - 2758 1071 / 72 / 73 / 74  
E-mail : thermoset@vsnl.com  
thermoset@rediffmail.com  
Website : www.thermosetfrp.com

**CERTIFIED COPY OF THE MINUTES OF BOARD OF DIRECTORS OF M/S. THERMOSET POLY PRODUCTS (I) PVT. LTD., HELD AT ITS OFFICE AT ARENJA PLAZA, C-302, PLOT NO 52, SECTOR 15, CBD BELAPUR NAVI MUMBAI 400 614 on 05/07/2007 at 10.30 A.M.**

Resolved that the Board of Director's of the Company hereby authorize Mr. Miten Shah, Director of the company to sign the sale agreement and all other relevant documents pertaining to sale of Plot No. A/41, TTC Industrial Area, Village Pawane, MIDC, Off. Thane - Belapur Road, Navi Mumbai - 400 705 Dist. Thane, in favour of M/s. Chhapria Thermoplast (India) Pvt. Ltd.

Further resolved that Shri Miten Shah, Director of the company be and is hereby authorized to sign all relevant documents pertaining to registration of the sale agreement.

On or behalf of Board of Directors of

M/S. THERMOSET POLY PRODUCTS (I) PVT. LTD.

(JITENDRA A. SHAH) (MITEN J. SHAH)  
DIRECTORS.



UNIT I : Survey No. 118-B, Village - Devloli, Panvel, Konesavale Road, Tal. Panvel, Dist. Raigad.  
UNIT II : Gut No. 86/1, & 86/2, Village - Palspe, Mumbai - Goa Road, Taluka - Panvel, Dist. Raigad, Palspe - 410 206.



टबन ३  
 ४६७७ / २००९  
 ११ / ३४

FORM 6  
 (See Rule 10(1))

Driving Licence  
 Driving Licence No. MH07193-117425  
 Date of issue 29/11/95  
 Name of the Licence Holder Ashok Chavan  
 Son / wife / daughter of Primbekar

Specimen signature of the Holder Ashok

Specimen signature of the Issuing Authority Primbekar

2  
 Temporary address / Official address (if any)

Permanent address Talavli village D.P.C. Belapur

Date of birth 29/11/71

Educational qualifications optional

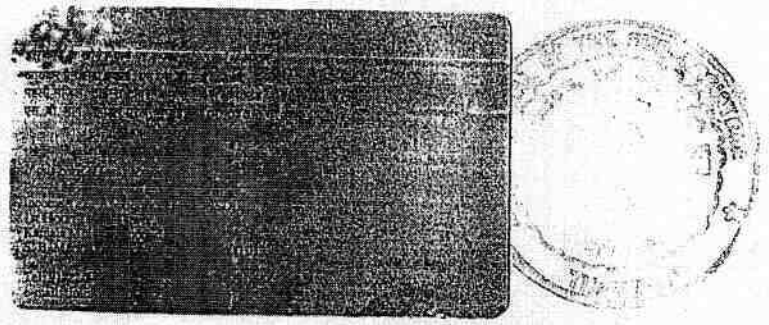
Blood group RH factor

201090689/MH/11/71  
 The holder of this licence is licensed to drive throughout India vehicles of the following description 29/11/95  
my  
**MOTOR CYCLE ABOVE 50 CC**

The licence to drive a motor vehicle other than transport vehicle is valid From 29/11/95  
**R.T.O. BELAPUR**

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
TAMONDKAR SACHIN ANANT  
ANANT TUKARAM TAMONDKAR  
18/10/1980  
Permanent Account Number  
AFQPT8904B  
Signature  
[Portrait Photo]

४६४१  
१२/१४



06/07/2007

दुय्यम निबंधकः

दस्त गोपवारा भाग-1

दनन3

दस्त क्र 4641/2007





1:24:25 pm

पाने 3

93-98

दस्त क्रमांक : 4641/2007

दस्ताचा प्रकार : भाडेपटाचे हस्तांतरण

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: मे श्री स्वयम इन्जिनियरिंग इंडस्ट्रीज ए डिव्हिजन ऑफ मे चापरीया थर्मोप्लास्ट इंडिया प्रा लि तर्फे डायरेक्टर एचन छापरिया पत्ता: घर/प्लॉट नं: - गल्ली/रस्ता: - ईमारातीचे नाव: सेड हंड इस्टेट ईमारात न	लिहून देणार यय 64 सही		
2	नाम: मे थर्मोसेट पॉली प्रोडक्टस इंडिया प्रा लि तर्फे डायरेक्टर मिलेन शहा पत्ता: घर/प्लॉट नं: - गल्ली/रस्ता: - ईमारातीचे नाव: एमआयडीसी ईमारात नं: - पेठ/पसाहल: पावणे शहर/गावा: - तालुका: न	लिहून देणार यय 31 सही		





दस्त गोपवारा भाग - 2

टनन3

दस्त क्रमांक, (4641/2007)

98-98

दस्त क्र. [टनन3-4641-2007] चा गोपवारा  
बाजार मुल्य :15079000 मोचदला 10500000 भरलेले मुद्रांक शुल्क : 753950

दस्त हजर केल्याचा दिनांक :06/07/2007 01:17 PM  
निष्पादनाचा दिनांक : 06/07/2007  
दस्त हजर करणा-याची सही :

*[Handwritten signature]*

पावती क्र.:4753 दिनांक:06/07/2007  
पावतीचे वर्णन  
नांव: मे श्री श्याम इंजिनियरींग इंडस्ट्रीज ए  
डिविजन ऑफ मे छापरीया थर्मोप्लास्ट इंडिया प्रा  
लि तर्फे डायरेक्टर पवन छापरिया - -

30000 :नोंदणी फी  
250 :गळकल (अ. 11(1)), पृष्ठांकनाची नककल  
(आ. 11(2)),  
रजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :60 भाडेपटाचे हस्तांतरण  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/07/2007 01:17 PM  
शिक्का क्र. 2 ची वेळ : (फी) 06/07/2007 01:21 PM  
शिक्का क्र. 3 ची वेळ : (कडुली) 06/07/2007 01:24 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 06/07/2007 01:24 PM

दस्त नोंद केल्याचा दिनांक : 06/07/2007 01:24 PM

30280: एकूण  
*[Handwritten signature]*  
दु. निबंधकाची सही, जाणे 3

ओळख :

खालील इसम असे निबंधीत करतात की, ते दस्तऐवज करून देणा-यांना व्यवसाय ओळखतात,  
य त्यांची ओळख पटवितात.

1) अशोक टी चव्हाण-- , घर/प्लॅट नं. -

गल्ली/रस्ता: से 4

ईमारतीचे नाव: -

ईमारत नं.: ऐरोली

पेठ/वसाहत: -

शहर/गाव:-

तालुका: नवी मुंबई

पिन: -

2) सचिन मोंडकर- , घर/प्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: मुक्ती नगर

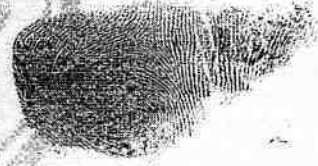
ईमारत नं.: -

पेठ/वसाहत: मुंबई

शहर/गाव:-

तालुका: -

पिन: -



दु. निबंधकाची सही  
जाणे 3

प्रमाणित करण्यात येते की  
या दस्ता मध्ये दस्त 98  
पाने आहेत.

श्री. जी. एस. कोळकर  
सह दुय्यम निबंधक वर्ग २ जाणे ३



पुस्तक क्रमांक 9  
98

किताबदार नोंदला

श्री. जी. एस. कोळकर

सह दुय्यम निबंधक वर्ग २ जाणे ३  
तारीख ०६ माहे ०७ सन २००७



दस्ताक्रमांक व वर्ष: 4641/2007

Friday, July 06, 2007

6:24:45 PM

दुय्यम निबंधक: टाणे 3

सूची क्र. दोन INDEX NO. II

फॉर्मची 63 न.

Regn- 63 m.e.

गावाचे नाव : पावणे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपटाचे हस्तांतरण  
य बाजारभाव (भाडेपट्ट्याच्या  
बाबतील पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 10,500,000.00  
वा.भा. रु. 15,079,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: प्लॉट नंबर ए-41, टीटीसी इंडस्ट्रियल एरिया, एमआयडीसी पावणे, नवी मुंबई - अॅड नंबर 366/07
- (3) क्षेत्रफळ (1) 1501 स्वे मि.
- (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 थॉमस पॉली प्रोडक्ट्स इंडिया प्रा लि तर्फे डायरेक्टर मितेन शहा - ; घर/प्लॉट नं. - ; गल्ली/रस्ता - ; ईमारतीचे नाव - ; पेट/बसाहत - ; पावणे; शहर/गाव - ; तालुका - ; नवी मुंबई; पिन - ; पॅन नंबर - AACT3268L.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे श्री स्वामी इंजिनियरींग इंडस्ट्रीज एंड विजिल ऑफ मे छापररीया थर्मोप्लास्ट इंडिया प्रा लि तर्फे डायरेक्टर पवन छापरिया - ; घर/प्लॉट नं. - ; गल्ली/रस्ता - ; ईमारतीचे नाव - ; पेट/बसाहत - ; शहर/गाव - ; नवघर; तालुका - ; वसई; पिन - ; पॅन नंबर - .
- (7) दिनांक करून दिल्याचा 06/07/2007
- (8) नोंदणीचा 06/07/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 4641 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 55950.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शंरा

सह दुय्यम निबंधक वॉ २ टाणे ३



## UDYOG SETU

WAGLE INDL ESTATE-DISTRICT INDUSTRIES CENTRE-400604

Phone:25833564/25820503/2013 Fax:25833565

Token No : 1-2-2007-12416      Token Date : 06-02-2007 04:00  
Application Form No :      District : THANE  
Block : THANE      Agency : MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
Location : REGIONAL OFFICER, MAHAPE      Counter : SETU 1  
Service Name : TRANSFER OF PLOT/SHEDS/GALA      Purpose :  
Applicant's Name : THERMOSET POLY PRODUCTS(I) PVT. LTD.,- MR. ASHOK CHAVAN,- A-41. TT NAVI MUMBAI.  
Address : A-41, TTC INDL. AREA, PAWANE, NAVI MUMBAI.  
Phone No. : 27687233      Fax No. :  
e-Mail :  
Application Fees : Rs. 0      Service Charges : Rs. 100  
Transaction Cost: Rs. 0      Payment Particulars : null  
Delivery Date : 27-02-2007 (Service will be delivered on the next working day if the delivery date mentioned here is weekly-off or holiday)  
Inspector Name : MRS. SUNAYANA.S.PATIL, (SETU CLERK)      DIC Staff : System Administrator

## Enclosures With Application

## Sr.No.Document Name

1. REQUEST FROM ORIGINAL ALLOTTEE FOR TRANSFER
2. REQUEST FROM TRANSFEREE
3. APPLICATION IN PRESCRIBED FORM FROM THE TRANSFEREE
4. PROJECT REPORT IF THERE IS A CHANGE IN ITEMS OF MANUFACTURE
5. NOC FROM FINANCIAL INSTITUTION, IF APPLICABLE
6. RECEIPT OF LEASE RENT
7. DEED OF ASSIGNMENT IF PREVIOUSLY GRANTED PERMISSION FOR TRANSFER
8. COPY OF BOARD RESOLUTION TO TRANSFER IN CASE OF CO.
9. RECEIPT OF WATER BILL
10. OTHER REQUIRED DOCUMENTS
11. NO ENCROCHMENT CERTIFICATE

Documents \_\_\_ Pending / \_\_\_ Not Required

<http://server:9090/USDev/FrontDesk/GenToken.jsp?token=1-2-2007-12416>



महाराष्ट्र MAHARASHTRA

AB 883800

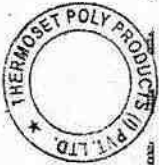
Sub-Treasurer, Vasai

5000 2006

दिनांक  
 क. नं. 8/105  
 श्री श्याम इंजीनियरिंग इंडस्ट्रीज प्रा. लि.  
 वासई  
 दिनांक 8 नोव 2006  
 मुद्रक विभागा  
 मलिया जाघड  
 डा. नं. 14/93

**AGREEMENT FOR SALE OF FACTORY**

THIS AGREEMENT OF SALE made and entered into at Mumbai, on this 29<sup>th</sup> day of December, 2007 BETWEEN M/s. THERMOSET POLY PRODUCTS (INDIA) PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Flat No.12, 3<sup>rd</sup> Floor, Ambernath Building, Ambedkar Road, Khar (W), Mumbai-400 052, hereinafter referred "THE SELLER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successor and assigns ) of the FIRST PART AND M/s. SHREE SHYAM ENGINEERING INDUSTRIES (A Div. Of Chhapria Thermoplast (India) Pvt.Ltd.) a company incorporated under the Companies Act 1956 and having address at 6, Seth Industrial Estate, Navghar, Vasai (E), Dist. Thane-401 210, hereinafter referred "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successor & assigns) of the SECOND PART :



For Thermoset Poly Products (I) Pvt. Ltd.

FOR SHREE SHYAM ENGINEERING INDUSTRIES (A Div. of Chhapria Thermoplast (I) Pvt.Ltd.)

*[Signature]*  
 Directors

*[Signature]*  
 Director



WHEREAS

- A. By an Agreement to Lease dated 26<sup>th</sup> day of December, 1994 executed between MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (M.I.D.C.) therein referred to as "The Grantor" a Corporation constituted under the Maharashtra Industrial Development Corporation Act, 1961 (Mah. III of 1962) having its principle office at Orient House, Mangalore House, Ballard Estate, MUMBAI-400 038, and M/s. THERMOSET POLY PRODUCTS (INDIA) PRIVATE LIMITED, a Private Ltd. Company having its registered office at Flat No.12, 3<sup>rd</sup> Floor, Ambemath Building, 315, Dr. Ambedkar Road, Khar (W), Mumbai -400 052 therein mentioned as (Licensees/Purchasers).
- B. AND WHEREAS, the M.I.D.C. handed over the possession of Plot No.A-41, T.T.C. Industrial Area, Pawne MIDC, Navi Mumbai, Dist. Thane, hereinafter referred to as 'THE SAID PLOT' admeasuring 1501 m<sup>2</sup>, vide Possession Letter dated 20/10/1993.
- C. AND WHEREAS, the Directors of M/s. THERMOSET POLY PRODUCTS (INDIA) PRIVATE LIMITED after taking the possession of the said plot from MIDC, development the said plot after completing all the necessary formalities and got the plans properly approved & completed the construction in accordance to the plans of RCC/Shed admeasuring 749.71 m<sup>2</sup> and obtained the necessary B.C.C. vide letter No.SPA/TTC/A-41/6913 dated 01/9/1997 and also completed the drainage vide D.C.C. letter No.SPA/TTC/A-41/6914 dated 01/9/1997.
- D. AND WHEREAS, the Party of the Second Part have inspected the said plot admeasuring 1501 Sq.Mtrs. along with the constructed RCC/Shed and office admeasuring 749.71 Sq.Mtrs. upon the same and have agreed to purchase the same for a mutually agreed sale price of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only). The party of the first part has agreed to sell the said plot to the party of the second part along with the constructed RCC/Shed & office with the H.O.T. Crane installed and also along with the fixed furniture and fixtures installed in the office area, and hereinafter referred to as "THE SAID FACTORY" PREMISES.
- E. AND WHEREAS, Both the parties hereto are desirous of recording the following terms and conditions of sale in writing as mentioned hereinafter.



For Thermoset Poly Products (I) Pvt. Ltd.

Directors

FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhepaga Thermoplast (I) Pvt.Ltd.)

Director

NOW THESE AGREEMENT OF SALE WITNESSETH AS UNDER :

1. The Seller have agreed to sell and The Purchaser have agreed to purchase THE SAID FACTORY PREMISES situate on Plot No. A-41, T.T.C. Ind. Area, Pawne MIDC, Navi Mumbai, Dist. Thane for a mutually agreed price of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only) :
2. The SELLERS covenant with the PURCHASERS that :
  - A) They shall pay the Electricity & water charges till the date of handing over physical possession of the said factory premises to the Purchasers.
  - B) They shall pay the property tax till the date of handing over physical possession of the said factory premises to the Purchasers. (if applicable)
  - C) They shall hand over the physical possession of the said factory premises to the Purchasers on or before 1<sup>st</sup> February 2007.
  - D) The Purchasers incase required to carry out any additional construction / alteration over the said plot, then the Sellers shall permit him to do so from the date of signing of this agreement.
- 3) Both the parties have agreed to the mode of payment payable by the purchaser to the seller as under :



TOTAL SALE PRICE	Rs. 1,05,00,000/-
Token money paid on or before signing Of this Agreement	Rs. 5,00,000/-
Payment made before signing of this Agreement	Rs. 70,00,000/-
Payment made upon signing of this Agreement	Rs. 25,00,000/-
Balance payment by pay order at the Time Of Registratin of Deed of Assignment at the office of the Sub-Registrar.	Rs. 5,00,000/-
TOTAL	Rs. 1,05,00,000/-

3. THE PURCHASER covenant with the SELLERS as under :

- A) They shall pay the applicable MIDC transfer charges, legal charges, Stamp duty, Registration charges and any other charges applicable for the transfer of the said factory premises from the name of the seller to the name of the purchaser.

For Thermoset Poly Products (I) Pvt. Ltd.

Directors

FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhaparia Thermoplast (I) Pvt. Ltd.)

Director

- B) They shall bear all the costs and expenses for transferring the water meter & electricity meter in their name.
- C) They shall bear all costs and expenses applicable for obtaining necessary licenses pertaining to their activity besides M.P.C.B., C.E.T.P. and S.S.I. registration.
4. THE SELLERS further state and declare that they shall fully cooperate with THE PURCHASERS and shall sign all the necessary documents, agreements, writings, etc. as and when required by the purchasers for physically transferring the said factory premises to the name of the purchasers, however all cost applicable for the same shall be borne by the purchaser only.
5. THE SELLERS finally state and declare that they shall release the factory premises after making the necessary payment to their respective bank & obtain their N.O.C. & hand over the same to the Purchasers at the time of handing over the physical possession of the said factory premises. They shall also procure the U.L.C. (Urban Land Ceiling Act) exemption certificate and Labour N.O.C. and property Tax N.O.C. at their own costs and expenses and hand over the same to the Purchaser mentioned herein.

**SCHEDULE**  
(Description of Land)



All that piece of Land known as Plot No.A-41, situated in the T.T.C. Ind. Area, within the village limits of Pawne, and within the limits of Navi Mumbai Municipal Corporation, District Thane, containing by admeasurement 1501 Square Meters or thereabout along with constructed RCC/Shed-749.71 Sq.Mtrs. Along with installed E.O.T. crane & fixed furniture / fixture. And bounded as follows, that is to say :

On or towards the North By : Estate Road  
 On or towards the South By : Nalla  
 On or towards the East By : Plot No.A-40  
 On or towards the West By : Nalla

For Thermoset Poly Products (I) Pvt. Ltd.

*[Signature]*  
Directors

FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhepatia Thermoplast (I) Pvt.Ltd.)

*[Signature]*  
Director

IN WITNESS WHEREOF, BOTH THE PARTIES  
 SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, THE  
 DATE AND YEAR FIRST HEREINABOVE WRITTEN :

SIGNED, SEALED AND DELIVERED  
 By the withinnamed "SELLER"  
 M/s. THERMOSTATE POLY PRODUCTS (I) PVT.LTD.  
 Thru it's Director  
 SHRI ATUL J. SHAH  
 In the presence of For Thermoset Poly Products (I) Pvt. Ltd.

IN WITNESS WHEREOF, BOTH THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, THE DATE AND YEAR FIRST HEREINABOVE WRITTEN .

SIGNED, SEALED AND DELIVERED

By the withinnamed "SELLER"

M/s. THERMOSTATE POLY PRODUCTS (I) PVT.LTD.

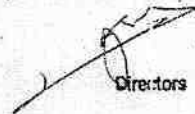
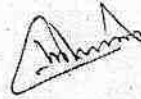
Thru it's Director

SHRI ATUL J. SHAH

In the presence of .....

For Thermoset Poly Products (I) Pvt. Ltd.

1. Ranjit Y. Shinde

  
Directors

2. Ashok T. Chavan



SIGNED, SEALED AND DELIVERED

By the withinnamed "PURCHASERS"

M/s. SHREE SHYAM ENGINEERING INDUSTRIES

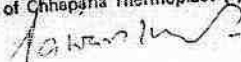
(A Div. Of Chhapria Thermoplast (I) Pvt. Ltd.

thru its Director

SHRI PAWAN CHHAPRIA

In the presence of .....

FOR SHREE SHYAM ENGINEERING INDUSTRIES  
(A Div. of Chhapria Thermoplast (I) Pvt. Ltd.)



Director

1. Ashok T. Chavan



2. Ranjit Y. Shinde

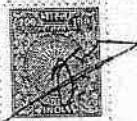


**RECEIPT**

RECEIVED WITH THANKS, a sum of Rs.5,00,000/- (Rupees Five Lakhs only) from M/s. Shree Shyam Engineering Industries (A Div. Of Chhaparia Thermoplast (India) Pvt.Ltd., Mumbai by cheque No.737099 dated 11/05/2006, drawn on Oriental Bank of Commerce, Fort Branch, towards token / part payment of sale price on account of Plot No.A-41, T.T.C. Ind. Area, Pawne MIDC, Navi Mumbai, Dist. Thane.

I SAY RECEIVED Rs.5,00,000/-

For Thermoset Poly Products (India) Pvt.Ltd.



( SHRI ATUL J. SHAH )  
DIRECTOR.

**RECEIPT**

RECEIVED WITH THANKS, a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) from M/s. Shree Shyam Engineering Industries (A Div. Of Chhaparia Thermoplast (India) Pvt.Ltd., Mumbai by cheque No.737088 dated 07/06/2006, drawn on Oriental Bank of Commerce, Fort Branch, towards part payment of sale price on account of Plot No.A-41, T.T.C. Ind. Area, Pawne MIDC, Navi Mumbai, Dist. Thane.

I SAY RECEIVED Rs.20,00,000/-

For Thermoset Poly Products (India) Pvt.Ltd.



( SHRI ATUL J. SHAH )  
DIRECTOR.



**RECEIPT**

RECEIVED WITH THANKS, a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) from M/s. Shree Shyam Engineering Industries (A Div. Of Chhaparia Thermoplast (India) Pvt.Ltd., Mumbai by Pay Order No.954301 dated 04/11/2006, drawn on Oriental Bank of Commerce, Fort Branch, towards part payment of sale price on account of Plot No.A-41, T.T.C. Ind. Area, Pawne MIDC, Navi Mumbai, Dist. Thane.

I SAY RECEIVED Rs.50,00,000/-

For Thermoset Poly Products (India) Pvt.Ltd.



( SHRI ATUL J. SHAH )  
DIRECTOR.

**RECEIPT**

RECEIVED WITH THANKS, a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) from M/s. Shree Shyam Engineering Industries (A Div. Of Chhaparia Thermoplast (India) Pvt.Ltd., Mumbai by cheque No.434121 dated 05/01/2007, drawn on Oriental Bank of Commerce, Fort Branch, towards part payment of sale price on account of Plot No. A-41, T.T.C. Ind. Area, Pawne MIDC, Navi Mumbai, Dist. Thane.

I SAY RECEIVED Rs.10,00,000/-

For Thermoset Poly Products (India) Pvt.Ltd.



( SHRI ATUL J. SHAH )  
DIRECTOR.

