

CHOLOMANDAL FIBRES (ORISSA) PVT. LTD.

132-A, SECTOR-A, ZONE-A, MANCHESWAR INDUSTRIAL ESTATE
BHUBANESWAR - 751010

Tel. No.: 91-674-2537100/101, Fax : 91-674-2586146
E-mail : info@magnum-india.com

CFO:ADMN:IDCO:07: 514
December 21, 2007

The Chief General Manager (ID),
Orissa Industrial Infrastructure
Development Corporation,
IDCO Tower,
Bhubaneswar

Sub: Request for restoration of Arbitrary cancellation of Shed /
Plot No. C-6, Old Industrial Estate, Jagatpur, Cuttack

Ref: Letter No.Ctc/Civ/ID/A-2192/01-096/1494(2) dated 28.03.2005
issued by the Executive Engineer ©, IDCO, Cuttack Division,
Cuttack & our Letter No.CFO:ADMN:IDCO:05: dated 21.04.2005

Dear Sir,

We invite your kind attention to the letter issued by the Executive Engineer © of your Cuttack Division, Cuttack as captioned above. As per the said letter, the Executive Engineer has cancelled allotment of the above shed made in favour of the company and in the said letter he has further directed us to hand over the possession of the shed from all encumbrances to the Executive Engineer, IDCO, Cuttack Division, Cuttack within 15 days, from the date of receipt of the said letter.

In this regard we have also submitted a detailed representation vide our letter No.CFO:ADMN:IDCO:05: dated 21.04.2005 to him directly by Registered Post with A.D (Copy enclosed). However, in order to appreciate the issue in totality, we may be permitted to explain the matter in detail to you. The reasons given by the Executive Engineer, for cancellation of the allotment of the said shed in our favour are as under:

- 1) Default in payment of the Ground Rent / Cess / Maintenance charges / Water charges etc.
- 2) Not-utilization of the land allotted for industrial activities / sub-let / utilized as go down purpose.
- 3) Unauthorized construction / additional construction / additions and alterations of the shed without obtaining prior approval from your department.

Cont.. P/2

Allopatra

: 2 :

- 4) Change in the constitution of the firm / parted with our interest in the unit unauthorisedly.

In this regard it is submitted as under:

As you are aware, we have been allotted the shed by OSIC in 1978 for setting up a unit for manufacture of HDPE Fishnet Twine. Thereafter as per the policy decision of the government, IDCO was formed to acquire, develop and maintain industrial sheds all over Orissa and the existing industrial sheds of OSIC were transferred to them.

After taking over the shed from OSIC we started our unit for manufacture of HDPE Fishnet Twine, for which we had been sanctioned Term Loan as well as Working Capital Loan by United Bank of India, Bhubaneswar and we were running the unit for some time. Our main raw material for manufacture of Fishnet Twine was HDPE Granules, which was not manufactured by any body in India during the relevant period. Hence, the same had to be imported from other countries. HDPE Granule was a canalized item and only the State Trading Corporation was empowered to import the item and distribute the same directly to the actual users based on the capacity assessment. Since we had been getting our materials from the State Trading Corporation according to our capacity, our working capital requirement was designed accordingly and no L/C limit was required.

In the meanwhile, government decanalised the said item and the import was permitted against specific import licence to be issued by Import Export Control authorities on actual user. When the HDPE Granule was allowed for direct import by the actual user against import licence, we had to import at least one container of 14000 Kgs. at a time, for which the then existing working capital arrangement with United Bank of India was very much inadequate nor there was any L/C limit for import of the materials.

Hence, we approached the banker for enhancement of the Working Capital and sanction of the L/C limit to meet the requirement of import. But unfortunately the bank whose Head office was in Calcutta, slept over the matter for more than two years and by then the unit became sick.

You will also appreciate that the unit was started in the late 70's, when infrastructural and other facilities in Orissa was practically Nil and as such it was very difficult for us to arrange alternative sources for procurement of raw materials. However, even though we had to stop production of our units, the shed was utilised by one of our associate

Cont...P/3

A. S. Patra

: 3 :

companies for manufacture of Fishing nets for more than 5 years. But as Old Jagatpur Industrial Estate was in a very remote area having no communication or other facilities, they were forced to shift the factory to Bhubaneswar. Even some of the machinery for manufacture of HDPE Twines were also shifted. Even today you will agree that Old Jagatpur Industrial Estate is a neglected one having no infrastructural facilities. Even there is a problem of transporting the goods in normal trucks to this area in view of the railway over bridge, where the normal trucks can not pass through the same. The new bridge constructed on Mahanadi river is also not open for movement of trucks. In spite of all these constraints, we had been planning to restart the unit and also approached one of the leading banks for financial assistance. Unfortunately when the Inspection team of the bank came to visit the site in the year 2003 in July, the entire factory shed was under flood and there was knee deep water inside the factory premises. The roads adjacent to the shed were totally submerged under water. Seeing the fate of the shed and the surrounding area the bankers refused to consider our case for finance.

Thereafter we had to spend a lot of money and raised the floor level of the shed by nearly two feet to prevent the rain water entering into the shed. However, as the ground level adjacent to the factory area including the roads near to the shed are at a low level, there is every possibility that in case of heavy rain or flood, the area will submerge in water and even entering into the factory would be very difficult. In spite of all these adversities, you may please note that we have still not given up our idea of restarting the factory.

In this regard in our letter under reference to the Executive Engineer, we have already submitted our views for the points raised by the Executive Engineer leading to cancellation of the shed, which is reproduced below for your ready reference:

1) **Payment of Ground Rent / Cess / Maintenance charges / Water charges etc.**

It is true that we have not paid this amount, but we are making arrangement to make the payment at the earliest, even though you have no right to claim maintenance charges, water charges etc., when you are not providing the said facilities in the said area. Please also note that non-payment of these charges can not be taken as a ground for canceling the above shed. In such case you have to cancel many of the industrial sheds not only in Jagatpur Industrial Estate but also in other industrial estates including Mancheswar Industrial Estate, Bhubaneswar. Further more you are not providing minimum basic amenities in the industrial area for which you are collecting ground rent / cess etc.

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Abhishek

: 4 :

2) **Non-utilisation of the land for industrial purpose / sub-let / used as godown**

It is not a case where we have never utilised the shed for the purpose of industrial activities. We have in fact started an industrial unit and run the same for some time. For the reasons explained, the unit became sick and as such the allegation is not correct. Apart from this, since you have failed to protect the industrial estate from the vagaries of heavy rain / flood etc. how do you expect some one to invest his hard earned money only to be washed away in the rain / flood.

The allegation that the building is under sub-let or used as godown is not correct. You may verify the same.

3) **Unauthorized construction / additional construction / alteration of the shed**

We have not changed any construction and as such the allegation is without any substance. We have only raised the floor level to protect the building from being damaged due to floodwater.

4) **Change in constitution of the Firm**

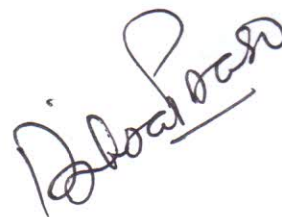
All the shareholders remain the same, you can not allege that there is any change in the constitution. Only for administrative convenience there might have been some changes in the Board of Directors, which can not be treated as change in the constitution of the company. It is also not true that the original promoters have parted with the interest in the unit unauthorisedly.

You may please note that the Promoters of the company Mr. M.K. Ramdas and Mr. M. Chandrakumar have expired some times back. Both the Directors were staying in Madras.

Apart from the above points, we also would like to submit the following for you kind consideration:

- 1) First of all though the cancellation letter was sent to us to our office address at Bhubaneswar by Registered Post, no show cause notice was issued to us before canceling the same, thereby depriving of the opportunity of being heard, which is the fundamental requirement under the principles of natural justice.

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Hence, with due respect we submit that the cancellation has been done in total disregard to the law of the land and as such it is untenable under the law.

- 2) Secondly the cancellation was done on 28.03.2005, but they allowed us under the OTS Scheme-2005 for settlement of recurring dues like, Ground Rent, IMC, Cess, Rent, Water dues vide their letter No. CD/ID/A-8930/05-06/2434 dated 27.05.2005 and in compliance of the same, we paid a total amount of Rs.19,248.00 on 29.06.2005, which was accepted by them (Receipt enclosed).

Apart from this thereafter also we paid the ground rent etc., for the financial year 2006 - 2007 vide receipt No.31012, which was also accepted by IDCO (Receipt enclosed).

As you will kindly appreciate, we have already explained the matter in detail with regard to the non-utilization of the shed so far and we have already taken steps to set up some industry at the earliest. In case we are not able to do any thing directly, we shall make arrangement to utilise the shed by any established party to set some industry within six months from the date of restoration of the shed without fail.

Under the circumstances, it is requested that the cancellation order may please be revoked and the shed may be restored in our favour, so as to enable us to do the needful, which we hope, will meet the end of justice.

Thanking you.

Yours faithfully,

For CHOLOMANDAL FIBRES (O) PVT. LTD.,

(DIRECTOR)

Encl: As above

Abhaya Prasad

CHOLOMANDAL FIBRES (ORISSA) PVT. LTD.

132-A, SECTOR-A, ZONE-A, MANCHESWAR INDUSTRIAL ESTATE
BHUBANESWAR - 751010

Tel. No.: 91-674-2537100/101, Fax : 91-674-2586146
E-mail : info@magnum-india.com

CFO:ADMN:IDCO:08: 13

April 10, 2008

The Divisional Head,
IDCO Cuttack Division,
Industrial Estate Jagatpur (New),
Po / Dist - Cuttack

Sub: Request for approval for change in Constitution

Ref: Shed No. C/6, Industrial Estate, Old Jagatpur

Dear Sir,

As you are kindly aware, we have been allotted the above shed in the name of our Company. When the Company was founded, the following persons were Directors, while they were not the major share holders:

- 1) MR. M.K. RAM DAS
- 2) MR. MR. CHANDRA KUMAR
- 3) MR. K.K. RAMA CHANDRAN

Out of the above three Directors, Mr. M.K. Ram Das and Mr. Chandra Kumar are no more. Mr. K.K. Rama Chandran who has already retired from the business has also resigned from the Board and has settled abroad to the best of our knowledge. In view of this, to avoid total de-functioning of the company, it was necessary to reconstitute the Board of Directors.

As you may be kindly aware, during the lifetime of Mr. M.K. Ram Das and other Directors, Mr. C.V. Padmarajan was inducted in the Board in order to look after the matters in Orissa. After the death of the above Directors and also after retirement of Mr. K.K. Rama Chandran, the share holders had decided to induct Mr. Bibhuti Bhusan Mishra in the Board, so that the company will not become de-functional. Mr. M.K. Ramdas during his lifetime authorized Mr. C.V. Padmarajan to do all acts on behalf of the company.

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1 Dec

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: 2 :

You will kindly appreciate that no company can function at least without two Directors and as such, such change of constitution has been made only taking into consideration of the over all interest of the company as well as its future, while the share holding pattern has not undergone much change thus establishing the fact that no serious changes have been made in the constitution of the company (Letter & search report enclosed).

Under the circumstances, we would request you to kindly approve the change in constitution, which is very much essential for maintaining and running the company.

We would like to transfer the shed with due approval from IDCO to an Engineering Unit who can properly utilise the shed for industrial activity. This can be done after you approve what has been stated above and revoke the cancellation order.

Thanking you,

Yours faithfully,
For CHOLOMANDAL FIBRES (O) PVT. LTD.,

(DIRECTOR)

C.C : The Chief General Manager (ID), IDCO, Bhubaneswar

[Handwritten signature]
11/9/08

ENCLOSURE

- 1) copy of 9 documents xerox.
- 2) original affidavit of existing directors (ORIGINAL)
- 3) Application of the company change of constitution.
- 4) Present status of company showing percentage of share. (XEROX)
- 5) Memorandum & Articles of Association (XEROX)
- 6) Processing fees Rs 2000/-
- 7) Board Resolution (XEROX)
- 8) Authorization letter by company to C.V. Padmarajan.

**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa,
Phones: (0674) 2542784, 2540820, Fax: 2542 956
Email: md@idcoindia.com

idco

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AN ISO 9001 & 14001 CORPORATION

CUTTACK DIVISION, INDUSTRIAL ESTATE, JAGATPUR (New) Ph : 0671-2491716

No. CTC/ID/A-2192/01-08/

1788

Dt.14.07.2008

To

TE

The Chief General Manager (ID),
IDCO, IDCO Towers, Janpath,
Bhubaneswar-22.

Sub : Revocation of cancellation of Shed No. C/6 at Industrial Estate, Jagapur (Old) allotted in favour of **M/s Cholamandal Fibres (Orissa) Pvt. Ltd.**

Ref : This office letter No. 125 dtd. 18.01.2008
Your letter No. 5587 dtd. 26.03.2008

Sir,

With reference to the subject & letter cited above, we are enclosing herewith required original documents submitted by M/s Cholamandal Fibres (Orissa) Pvt. Ltd., Shed No. C/6, Industrial Estate, Jagatpur(Old) for taking further action at your end for change of constitution & revocation of cancellation as per details below;

- Application of the company for change of constitution.
- Copy of Memorandum & Articles of Association.
- Original affidavit of existing director Sri C.V. Padmarajan & Sri B.B. Mishara regarding present/ permanent address along with form-32 for induction of new directors.
- Copy of MR No. 31819 dtd.10.04.08 & 31932 dtd. 18.06.2008 towards payment of processing fee & update statutory dues.
- Status of the unit sent with our letter No. 125 dtd. 18.01.2008.

Necessary steps may kindly be taken for change of constitution of the firm & revocation of cancellation of Shed No. C/6 at Industrial Estate, Jagapur (Old) as per IDCO rule.

Yours faithfully,

Encl: As above.

[Signature]
etc Divisional Head

Memo No. 1789 / Dt.14.07.2008

Copy to M/s Cholamandal Fibres (Orissa) Pvt. Ltd., Plot No- 132-A, Zone -A, Mancheswar Indl. Estate, Bhubaneswar- 751010 for information.

[Signature]
etc
Divisional Head

(2)
(4)

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)
Phones: (0674) 2542784, 2540820. Fax: 2542956
Email: mdl@idcoindia.com

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ISCO 9001 & 14001 CORPORATION

No.HO/ID/A-2192/ 01-08:

Dates:

To

The Divisional Head,
IDCO Cuttack Division,
Industrial Estate Jagatpur (New),
PO/ Dist: Cuttack.

**Sub: Revocation of cancellation of allotment of Shed No.C/6, at
Industrial Estate Jagatpur (Old) allotted in favour of M/s.
Cholamandal Fibers Orissa (P) Ltd.**

Ref: Your Letter No. 125 dated 18/01/2007.
Sir,

With reference to the letter referred above on the captioned subject, we are to intimate that, IDCO Management has agree in principle for revocation the cancellation of allotment of Shed No.C/6 at IE Jagatpur (Old) now under occupation of M/s.Cholamandal Fibers Orissa (P) Ltd., subject to compliance of the followings:

- #. Approval for change of constitution of the Company,
- #. Realisation of up-to date arrear statutory dues relating to the shed,

To consider the change of constitution of the Company and induction of new Director in place of diseased two Directors, following documents are required:

1. Application of the Company for change of constitutions,
2. Copy of Memorandum & Article of Association of the Company showing the percentage of share of both the diseased Director namely Mr. M.K. Ramdas & Mr. M. Chandra Kumar along with induction of new Directors in "Form-31", 32
3. Affidavit in original of all the existing Directors showing their present & permanent address,
4. Processing fees of Rs.2000/-,
5. Present status of the company for consideration of change of constitution along with your considered view,

You are requested to collect the documents and fees from the Company and communicate the same to the undersigned along with your considered view for approval of the propose change of constitution.

Yours faithfully,

Memo No. 5588 /dt. 26/3/08 Chief General Manager (ID)

Copy to M/s Cholamandal Fibers Orissa (P) Ltd., Plot No. 132-A, Sector-A, Zone-A Mancheswar Industrial Estate, Bhubaneswr for information and necessary action. He is requested to contact with the Divisional Head, IDCO Cuttack Division and furnish the documents and fees for approval of Change of Constitution before revocation of the cancellation.

K. S. Chandra
Chief General Manager (ID)

N. S. Prasad

**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)
Phones: (0674) 2542784, 2540820, Fax: 2542956
Email: md@idcoindia.com

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No. HO /ID/A-2192 / 01-08:

Date.

To

The Registrar of Companies,
Orissa Cuttack.

Sub: Information regarding Constitution of M/s. Cholamandal Fibres (Orissa) Private Limited.

Sir,

In inviting a reference to the subject cited above, we are to intimate that M/s. Cholamandal Fibres (Orissa) Private Limited incorporated under the Companies Act since 20.04.1978 is in occupation of IDCO Shed No.C/6 of Jagatpur Industrial Estate (Old), Cuttack, has requested to approve the Change and induction of new Directors. The representation of the unit as well as copies of Memorandum & Article of Association of the Company issued from your end is enclosed for your ready reference.

In this connection we require following information from your Organization which may help us to consider the request made by the aforementioned Company for approval of the change of constitution as per norms of the Company.

- Report on Previous & Existing Directors of the said Company,
- Details of their share patterns, held by the Directors

An early reply in the matter is solicited.

Yours faithfully,

Encl: As above.

Memo No. 15-215 / dt. 7/8/08

Chief General Manager (ID)

Copy to the Divisional Head, IDCO Cuttack Division, Industrial Estate Jagatpur (New) for information with a request to contact the Registrar of Companies, Orissa Cuttack and obtain the required clarification.

Copy to the Director, M/s. Cholamandal Fibres (Orissa) Pvt. Ltd., 132/A, Industrial Estate Mancheswar for information and necessary action.

Chief General Manager (ID)

0671-2305361
0671-2306958



7
तार/Telegram: COMPYREG.
फैक्स/FAX: (0671) 2305361
ई-मेल/E-mail: rocctc@ori.nic.in

भारत सरकार/Government of India
कारपोरेट कार्य मंत्रालय/Ministry of Corporate Affairs
कम्पनी रजिस्ट्रार कार्यालय, उड़ीसा/Office of the Registrar of Companies, Orissa
चलचित्र भवन, दुसरा तल्ला, बुक्सी बाजार
Chalachitra Bhawan, 2nd Floor, Buxi Bazar
कटक /Cuttack-753001.

सं/No. ROC/Records/ 2939

दिनांक/Dated, the 7th November, 2008.

Chief General Manager (ID),
Orissa Industrial Infrastructure Development Corporation,
30 Tower, Janpath,
Bhubaneswar: 751 001.

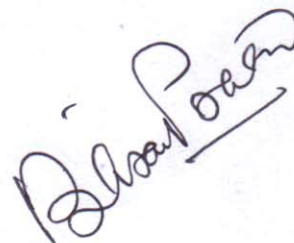
Subject: Information regarding Constitution of M/s. Cholamandal Fibres (Orissa) Private Limited.

In reference to your letter No. HO/ID/A-2192/01-08 dated 07.08.2008 on the subject cited above, I request you to take recourse to the provisions made under Section 610 of the Companies Act, 1956 as well as Circular No. 8(2) 610/60/PR dated 14.05.1960 of the Ministry to inspect the documents of the above company as well as obtaining Certified copies of the documents for obtaining desired information in respect of the subject company..

It is further intimated you that the Ministry of Corporate Affairs (Registrar of Companies, Orissa) has put its records into online with effect from 27.07.2006 and you can view/inspect the document of a particular company from the Ministry's website www.mca.gov.in in complying due procedure. Certified copies of any particular document may be obtained only through online system stating the SRN and date of the document following the Provisions of Section 610 of the Companies Act, 1956.

Yours faithfully,


B. MOHANTY
REGISTRAR OF COMPANIES, ORISSA.



Orissa Industrial Infrastructure
Development Corporation

(A Government of Orissa Undertaking)
Phones: (0674) 2542784, 2540820, Fax: 2542956
Email: md@idcoindia.com

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No: HO/ID/A/2192/01-08 -

23 728

Date

20.12.08

To

M/s. Cholamandal Fibers Orissa (P) Ltd.,
Plot No. 132-A, Sec-A, Zone -A,
Industrial Estate Mancheswar
Bhubaneswar.

Sub: Revocation of cancellation of Shed No.C/6 at Industrial Estate Jagatpur (Old) and change of constitution.

Sir,

With reference to the subject cited above it is to intimate that, change in proposed constitution of the Company has ultimately led to a "Mutual Transfer". In order to consider the mutual transfer as per prevailing norms, qualifying documents like Audited Balance sheet for last five years, Income Tax & Sale Tax Clearance Certificate showing the proof of running of the Company is required.

You are, therefore, requested furnish Audited Balance sheet for last five years, Income Tax & Sale Tax Clearance Certificate of the Company for further necessary consideration of the proposal and revocation of cancellation in respect of Shed No.C/6 at Industrial Estate Jagatpur (Old).

Yours faithfully,

M. Anil
Chief General Manager (ID)

Memo No. _____ /dt.

Copy to the Divisional Head, IDCO Cuttack Division, Industrial Estate Jagatpur (New) for information with reference to his letter No.1788 dt.16/07/2008.

N. Sankar Das
Chief General Manager (ID)

18-5-09

**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar-751022, Orissa
Phones: (0674) 2542784, 2540820, Fax: 2542 956
Email: mdidco@dte.vsnl.net



ISO 9001 14001 CORPORATION

No. HO/ID/A/2192/96/

8095-

Date: 07.05.2009

To

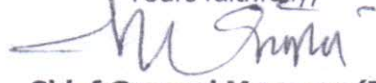
M/s. Cholamandal Fibers Orissa Pvt. Ltd.,
Plot No. 132-A, Sec-A, Zone-A,
Industrial Estate, Mancheswar,
Bhubaneswar.

**Sub:- Revocation of cancellation and change of constitution of shed No.C/6 at
Industrial Estate, Jagatpur(Old)**

Sir,

With reference to the subject cited above, it is to intimate that the relevant documents such as IT returns, audited balance sheet submitted by you to consider your proposal for revocation of cancellation and change of constitution does not speak the unit in operation at C/6, IE Jagatpur(Old). It is seen that the submitted documents relates to M/s. Cholamandal Fibers Orissa Pvt. Ltd. of IE Mancheswar but not IE Jagatpur(Old). You are, therefore, requested to furnish the relevant documents relating to C/6 of IE Jagatpur(Old) so that your proposal for revocation of cancellation and change of constitution shall be processed as per our prevailing norms.

Yours faithfully,


Chief General Manager (ID)
6/5

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**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa, India
Phones: (0674) 2542784, 2540820, Fax: 2542 956
Email: md@idcoindia.com



NO-HO/ID/A/6658/01-10-
To

5492

Date: 16.02.2010

M/s. Cholamandal Fibers Orissa Pvt. Ltd.,
Plot No. 132, Sec-A, Zone-A,
Industrial Estate Mancheswar,
Dist: Khurda.

**Sub: Revocation of cancellation and change of constitution of Shed No.C/6 at
Industrial Estate Jagatpur (Old) - regarding execution of lease agreement.**

Sir,

With reference to your letter No.565 dated 23.01.2010 on the captioned subject, you are requested to take appropriate steps to execute required lease agreement in respect of allotted property over Shed No.C/9 with its attached land measuring Ac.0.300 at Industrial Estate Jagatpur (Old) and submit a copy to this Office for our record and reference.

Yours faithfully,

[Handwritten Signature]
Chief General Manager (ID)

Memo No. _____ / dt.

Copy to the Divisional Head IDCO Cuttack Division, Industrial Estate, Jagatpur (New) for information and necessary action with reference to this Office letter No. 677 dated. 12.01.2010.

Chief General Manager (ID)

**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)

IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa, India

Phones: (0674) 2542784, 2540820, Fax: 2542 956

Email: md@idcoindia.com

idco

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NO-HO/ID/A/2192/01-09:

11352

Date:

01/07/2009

To

M/s. Cholamandal Fibers Orissa Pvt. Ltd,
Plot No.132-A, Sec-A, Zone-A,
Industrial Estate Mancheswar,
Bhubaneswar.

Sub: Revocation of cancellation and change of constitution of shed No.C/6 at Industrial Estate Jagatpur (Old).

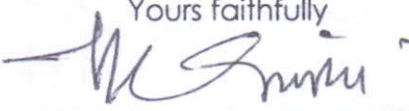
Ref: Your letter No. CFO: ADMN: IDCO: 09:109 dated 08.06.2009.

Sirs,

This has reference to your letter on the captioned subject. In this connection we are to intimate that the audited balance sheets and Sale Tax / Income tax clearance do not substantiate operation of the Company rather speaks of inoperation as explained during discussion with Sri mohapatra on 24.06.2009.

Hence, you are once again requested to furnish the required supporting documents as asked vide this Office letter No. 23728 dated 20.12.2008 pertaining to the Shed No.C/6 at Industrial Estate Jagatpur (Old) so as to take appropriate action to consider the proposal of change of constitution and revocation of cancellation of shed No.C/6 at Industrial Estate Jagatpur (Old)

Yours faithfully


Chief General Manager (ID)

**Orissa Industrial Infrastructure
Development Corporation**

(A Government of Orissa Undertaking)

IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa, India

Phones: (0674) 2542784, 2540820, Fax: 2542 956

Email: md@idcoindia.com

idco

Your power to grow

ISO 9001 & 14001 CORPORATOION

NO-HO/ID/A/2192/01-09:

11352

Date:

01/07/2009

To

M/s. Cholamandal Fibers Orissa Pvt. Ltd,
Plot No.132-A, Sec-A, Zone-A,
Industrial Estate Mancheswar,
Bhubaneswar.

Sub: Revocation of cancellation and change of constitution of shed No.C/6 at Industrial Estate Jagatpur (Old).

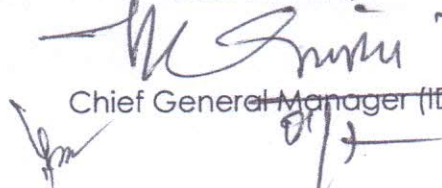
Ref: Your letter No. CFO: ADMN: IDCO: 09:109 dated 08.06.2009.

Sirs,

This has reference to your letter on the captioned subject. In this connection we are to intimate that the audited balance sheets and Sale Tax / Income tax clearance do not substantiate operation of the Company rather speaks of inoperation as explained during discussion with Sri mohapatra on 24.06.2009.

Hence, you are once again requested to furnish the required supporting documents as asked vide this Office letter No. 23728 dated 20.12.2008 pertaining to the Shed No.C/6 at Industrial Estate Jagatpur (Old) so as to take appropriate action to consider the proposal of change of constitution and revocation of cancellation of shed No.C/6 at Industrial Estate Jagatpur (Old)

Yours faithfully


Chief General Manager (ID)

**Odisha Industrial Infrastructure
Development Corporation**

(A Government of Odisha Undertaking)

IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha,

Phones: (0674) 2542784, 2540820, Fax: 2542 956

Email: md@idcoindia.com



ISO 9001 & 14001 CORPORATION

IDCO, CUTTACK DIVISION, INDUSTRIAL ESTATE, JAGATPUR (New) Ph : 0671-2491716

No. CTC/ID/A-2192

2190

Date 11/7/12

To

M/s Cholomandal Fibers (Orissa) (P) Ltd.
Shed No. C/6, I/E Jagatpur (old).

Sub: Change of name and style and product of M/s Cholomandal Fibers (Orissa) (P) Ltd, Shed No C/6, to M/s Interior Furnitures & Kitchen (P) Ltd at Jagatpur (old) Industrial estate.

Ref: Your letter dated 29.06.2012.

Sir,

With reference to your letter on the above noted subject, you are requested to furnish copy of EM-I Certificate issued by DIC, Cuttack for such change of name, style and product of your unit to **M/s Interior Furnitures & Kitchen (P) Ltd.**

After receipt of other documents like copy of project report, Affidavit, Resolution of the Board of Directors'etc, your proposal for effecting such changes would be considered on its merit.

Yours faithfully,

Dy Manager (Admn)
Cuttack Division

Memo No.

Date.

Copy submitted to General Manager, DIC, Cuttack for kind information.

Dy Manager (Admn)

DISTRICT INDUSTRIES CENTER ,CUTTACK ,ODISHA
 ENTERPRENEURS MEMORANDUM
 PART-II
 ACKNOWLEDGEMENT

②

- 1 M/S. INTERIOR FURNITURE & KITCHEN PLTD HAS FILED MEMORANDUM FOR A MICRO , ENTERPRISE AT THE ADDRESS , ODISSA ,C-6, old industrial estate jagatpur ,FOR THE ITEM/ITEMS INDICATED BELOW AS PER THE FACTS STATED IN FORM NO 130121200005 AND ALLOCATED ENTREPRENEUR'S MEMORANDUM NO. AS BELOW :
- 2 DETAILS OF ITEMS / ITEMS TO BE MANUFACTURED / SERVICE TO BE PROVIDED

SI No.	Product Name	Quantity	Unit	Value	Date of Production
1	SS PIPES & TUBES	300.00	Mt	39000000.00	02/12/2012
2	KITCHEN EQUIPMENT	240.00	No	1200000.00	05/04/2013
3	SS CBINET & FURNITURE	60.00	No	720000.00	13/04/2013
4	SS DEEP FREEZER	30.00	No	900000.00	13/04/2013
5	SHOWCASE	20.00	No	200000.00	13/04/2013

DETAILS OF PLANT AND MACHINERY AS PER DATE-WISE INVESTMENT

SI No.	Machine Name	value	Date of Investment
1	TUBE MILL	1173000.00	09/06/2012
2	POLISH MACHINE	673200.00	16/06/2012
3	POLISHING MACHINE	612000.00	09/09/2013
4	WELDING DC RECTIFIER	42000.00	04/03/2013
5	TUBE MILL-2	1020000.00	01/01/2013

- 4 Note:-THE ISSUE OF THIS ACKNOWLEDGEMENT DOES NOT BESTOW ANY LEGAL RIGHT. THE ENTERPRISE IS REQUIRED TO SEEK REQUISITE CLEARANCE/ LICENCE/ PERMIT REQUIRED UNDER STATUTORY OBLIGATION STIPULATED UNDER THE LAWS OF CENTRAL GOVERNMENT/ STATE GOVERNMENT/ UT ADMINISTRATIONS/ COURT ORDERS.

5 DATE OF CHANGE OF CATEGORY FROM MICRO/SMALL TO SMALL/MEDIUM OR VICE VERSA:-

6. OLD PMT NUMBER

7. DATE OF ISSUE PMT

26/11/2013

8. DATE OF ISSUE EM2

04/12/2013

9. NATURE OF ACTIVITY. (MANUFACTURING-1, SERVICES-2)

MANUFACTURING

10. CATEGORY OF ENTERPRISE. (MICRO-1, SMALL-2, MEDIUM-3)

SMALL

11. ENTREPRENEURS MEMORANDUM NUMBER-II

21 012 1 2 00001

DATE: 04-12-2013

PLACE: CUTTACK

Note :This Acknowledgement is approved by GM DIC, CUTTACK

Photo
copy

Alwar Prasad

1783

N. 103.275
5711
1.04.2010

भारत NONJUDICIAL STAMP



INDIA

Rs. ≈ 0005250

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ORISSA

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31.5.2010

00072
S.R. JAGATPUR

113136731211

S. B. B. 31/5/2010
Sub-Registrar
Proper Officer
Jagatpur.

**LEASE DEED FOR DEFERRED PAYMENT FOR
INDUSTRIAL SHED**

An agreement entered into on this 31st day of May Two thousand Ten.

BETWEEN

Orissa Industrial Infrastructure Development Corporation established under the OIIDC Act 1980 (ORISSA Act .1 of 1981) having its Head Office at IDCO TOWERS, Janpath, Bhubaneswar and hereinafter referred to as IDCO represented by **Shri Brajendra Kumar Behera**, aged about 57 years, S/o- Late Nilamani behera, **Deputy Manager (Admn), IDCO Cuttack Division, Jagatpur** (Hereinafter called the "LESSOR") which terms shall wherever the context so permits also includes its representative and assignees of the **FIRST PART**.

For Cholamandal Fibres (Orissa) Pvt. Ltd.
Nilamani Behera 31/5/10
Managing Director

Brajendra Kumar Behera 31.5.10
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.



Bikram

Bikram Prasad



/// 2 ///

AND

Sri _____, aged about _____ Years, S/O _____, Permanent resident At- _____, P.O- _____, P.S- _____, Dist.- _____, at present residing At- _____, PO: _____, PS: _____, Dist: _____, the sole and absolute Proprietor of the firm carrying on or intend to carry on a business in the name and style of M/s _____.

OR

Sri -----, aged about ----- years S/o -----, Present/ permanent resident of At: -----, PO: -----, PS: ----- Dist: -----, Partner who is/are jointly authorized to execute all the title deeds, agreements, deeds of contracts and all forms of legal documents either for creation or relinquishment of any right, title or interest for and on behalf of the partnership firm, registered in the name of M/s ----- under the Indian Partnership Act, 1932(Act IX of 1932) by the Registrar of Firms, the other partner being: 1.

OR

The member of the Board of Directors authorized to **Sri Bikram Prasad**, Aged about **58** years S/o Sri Ram Charit Ram, present/ permanent resident of **At: Junnus patna, PO; College Square, PS: Malgodown, Dist: Cuttack-753003, Managing Director** of the Company to execute the title deeds, agreements, deeds of contracts either for creation or relinquishment of any right, title or interest for and on behalf of the Company, namely **M/s Cholomandal Fibres Orissa (P) Ltd**, being a Company as defined in section 3 of the companies Act, 1956 (Act 1 of 1956) which is carrying on business with the registered office at **Plot No.132/A , Sector- A, Zone-A, I.E. Mancheswar, Bhubaneswar, Dist: Khurda**, (here in after called the Lessee) which expression, unless there , is any thing repugnant to the context shall include its administrators, successors, legal representatives and assignees of the **second part**.

For Cholomandal Fibres (Orissa) Pvt Ltd
Bikram Prasad 31.5.10
Managing Director

Bikram 31.5.10
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.

WHEREAS the lessor viz; **Orissa Industrial Infrastructure Development Corporation** constructed factory building in the **Industrial Estate** located at **Jagatpur (old)** here in after preferred to the entrepreneurs for use as factory building for establishment/running of small scale industries.

AND WHEREAS the Lessee has applied to the Lessor for the grant of lease of the piece of land where **Shed No. C/6** stands, comprising an area measuring an area measuring approximately **Ac.0.30** in the **Industrial Estate, Jagatpur (old)**, **P.S: Jagatpur, Tahasil: Tangi Choudwar, Dist- Cuttack** in the State of Orissa more fully described in the Schedule hereunder and for greater clarification delineated in the plan annexed thereto and coloured red, for starting an industry for manufacturing of **Knitted Fabrics for mfg of Fishing net** unit as per **PRC No. 15/04/01286/ PMT/SSI Date.08.08.1984.**

AND WHEREAS the lessor at his own expenses has developed and made them into suitable sites for putting up factory/ workshop buildings & such building have been constructed by the Lessor for the benefits of entrepreneurs to enable them to carry on their Industrial pursuits thereon.

AND WHEREAS THE LESSOR on the representation made by the Lessee has agreed to grant the lease subject to the terms and conditions hereinafter specified of the land and factory building hereinafter referred as the **DEMISED PROPERTY** more particularly and fully described in the Schedule hereunder and valued at **Rs.1,03,795.00 (Rupees one lakh three thousand sevenhundred ninety five)** only.

NOW THEREFORE THIS DEED witnesseth and it is hereby agreed and declared as under:

1. That the lessor in consideration of the sum of **Rs.1,03,795.00 (Rupees one lakh three thousand sevenhundred ninety five)** only payable towards the HP cost of land and shed calculated as per the **allotment letter No.11200 dt. 12.05.1983** which is fully & finally deposited by the Lessee vide **Memo No.15420 date 27.08.1999** as per the covenants on the part of the lessee hereinafter contained the lessor both hereby demise unto the lessee for the purpose of establishment of an industry. All that piece of land measuring **Ac.0.300** acre and the factory building standing there on in Industrial Estate, Cuttack. Morefully described in the schedule here to, together with all easement & appurtenant thereto **TO HOLD** the said property for the balance period up to **90** years from the date of lease sanctioned in favour of the Corporation.

2. The lessee shall pay Rs.----x----(Rupees-----x-----) only towards interest on the outstanding balance principal amount of Rs.----x----at the end of each quarter/half year during the moratorium of one year (i.e; up to 4th quarter commencing from x to x)

For Cholamandal Fibres (Orissa) Pvt. Ltd.

P. J. ...
31.5.10
Managing Director

...
Deputy Manager (Admin.)
IDCO, Cuttack Division,
Jagatpur.

and thereafter (i.e after moratorium period of one year from 5th quarter) Rs.....x....(Rupees.....x.....) only towards principal & interest at the end of each quarter. The quarterly/half yearly instalments for payments of dues together with interest are 40/10 inclusive of moratorium period calculated from the date of documentation which will be taken as date of occupation. The lessee shall be entitled to get a rebate of half percent on interest for timely payment of instalment. In case of default in timely payment of interest/ instalment , the lessee shall pay 2% penal interest on the default amount for the defaulting period or as may be decided by the lessor time to time.

3. The Lessee agrees and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation under the provision of the Land Acquisition Act in pursuance of the orders of any Civil Court or any other authority enhancing the amount of compensation awarded by the Collector or other dues lawfully payable under the land acquisition proceedings. The Lessee agrees and undertakes to reimburse the Lessor of any sums or expenses incurred by the Lessor towards payment of the higher compensation as may be assessed.

4. The Lessee shall normally install plant and machinery within **six** months and go into commercial production within **24** months from the date of taking possession of the property.

5. The Lessee shall not assign or transfer or encumber or part with his interest either in part or in whole in any manner whatsoever without the previous approval of the Lessor. It shall be open to the Lessor to grant or refuse approval or impose any condition if it considers necessary and suitable.

6. Notwithstanding anything contained in the lease deed, the Lessee with previous consent in writing of the Lessor can assign or transfer his interest in the property in favour of any schedule Bank/ Financial Institution/ Life Insurance Corporation or any other bonafide source for securing loan to be advanced by them for purchase of machinery and raw materials etc.

Provided further where the Lessee for the purpose of constructing a building on the demised property seeks to obtain loan from a Bank or other financial institution by mortgaging his lease hold interest on the demised property in favour of such Bank or Institution, permission of Lessor shall be deemed to have been given subject to the conditions:

- a. That such mortgage shall not affect the rights and powers of the Lessor under this deed and,
- b. That the Lessor before exercising its rights and powers under this lease deed will consult the Bank or Financial Institution as the case may be.

For Cholamandal Fibres (Orissa) Pvt. Ltd
D. K. Prasad 21.5.10
Managing Director

Deputy Manager (Admin.)
IDCO, Cuttack Division,
Jagatpur.

7. In the event of death, insolvency or liquidation of the Lessee, the person on whom the title devolves shall within three months of the devolution give notice of such devolution to the Lessor. The person or whom the title devolves shall supply to the Lessor certified copies of the documents, evidencing the transfer of devolution.

8. For any construction, addition or alternation to the existing building and for any additional construction, the Lessee shall submit the building plans and take up such construction, addition, alteration or additional construction only after obtaining permission from the Lessor.

9. The Lessee shall pay all existing and future rates and taxes. Charges, claims, assessment outgoing of any description chargeable against the Lessor or occupier in respect of the allotted land and building erected thereon.

10. The lessee shall keep the property in proper condition, carrying out necessary repairs, structural or otherwise and shall attend to the annual white washing and colour washing and repair of the building at his own expenses and shall not do or cause to be done any work which is injurious or detrimental to the property.

11. Paying the instalment & rent here by reserved or started above, by observing the terms and conditions of these agreements, the lessee shall occupy the property and carry on his Industry/ business without obstruction or interruption from the lessors or its successors.

12. The Lessee may however have option to pay the balance installments due with interest at any time within the time fixed in the schedule here under in full settlement of the premium of the lease hold property after due observance of the condition here in stipulated schedule to be prepared separately for each document.

13. The Lessee shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.

14. The Lessee shall pay to the lessor maintenance charges for maintenance of all common facilities like roads, public health works, drainage and sewerage disposal system etc. in respect of demised property in the Industrial Estate as decided by the IDCO from time to time.

15. The lessee shall pay **75.00** (Rupees seventy five) only per annum as **Ground Rent & Rs. 56.00** (Rupees fifty six) only per annum as **Cess** on the land subject to revision by the concerned Revenue authority.

For Cholamandal Fibres (Orissa) Pvt Ltd.

P. K. Mohapatra 31.5.10
Managing Director

P. K. Mohapatra 31.5.10
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.

16. The Lessee shall ensure the building, against fire, riot, strike, storm, cyclone and all other natural calamities for a suitable amount and pay the premium thereof regularly and keep the policy renewed from time to time without any break and deposit the policy with Lessor or its authorized Officer in this behalf.

17. The Lessee shall not use the property for any purpose other than the one for which the allotment has been made in his favour.

18. The Lessee shall not normally alter the name of the constitution of the concern by changing a proprietary one into a partnership firm or effect such other changes without prior intimation in writing to the lessor.

19. The Lessee will take possession of the property on "as it is" condition and no further demand for any development such as earth filling, raising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the Lessee.

20. Any Officer of the Lessor or its authorised representative shall be entitled at all reasonable times to enter upon the property to view and inspect the same whenever necessary and to ascertain the condition thereof.

21. If the dues of the Lessor hereby reserved or any part thereof shall at any time being arrears and unpaid for 6 calendar months next after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, or if there is a breach or non observance by the Lessee of any of the conditions and covenants herein contained and the Lessee fails to remedy the breach within 6 months of the notice in writing given by the Lessor or becomes insolvent or enters into an agreement with his creditors for composition of the said business, the agreement will be deemed to have been terminated and the LESSOR may notwithstanding the waiver of any previous causes of action or rights or remedy of reentry and without prejudice to any such rights or remedy of the Lessor for recovery of rent remaining due under the Lease, enter upon the said land and re-posses the same as if this demised premises had not been leased out in such a case the Lessee shall pay to the lessor such amount by way of damages or such other charges as may be determined by the lessor. The amount of damages or other dues recoverable from the Lessee will be adjusted against the amount already paid by the lessee. If after such adjustment ther remains any surplus, the same only be returned to the Lessee without any interest. If after such adjustment there still remains some dues receivable from the Lessee and if he failed to pay the same the Lessor shall be free to take any legal action as he deems fit.

For Cholamandal Fibres (Orissa) Pvt Ltd.

P. K. Das
Managing Director

P. K. Das
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.

22. In the event of cancellation of the allotment, the Lessee shall be bound and liable to vacate and deliver to the Lessor the vacant possession of the property free from all obstruction, failing which the lessee shall be liable to pay to the Lessor damages at the rate Rs.500/- per day of unauthorised use and occupation of the property besides any other liabilities provided for in this agreement or in any other law for the time being in force.

23. In case the Lessee wants to terminate this agreement of his own accord before the expiry of the period of lease he shall give six months notice to the Lessor in that behalf and in such case pay to the Lessor such amount by way of damages as may be determined by the Lessor. The amount of damages and other dues if any, recoverable from the Lessee will be adjusted against the amount already paid by the lessee. If after such adjustment there remains any surplus, it shall be returned to the Lessee after the Lessee duly hands over possession of the property to the Lessor. If after such adjustment there still remains any dues to be recovered form the Lessee and if he fails to pay the same, the Lessor shall be free to take any legal action as it deems fit.

24. If the Lessee fails to carry out any necessary repairs to the property or the construction of the culvert or shall neglect to pay any taxes or other dues which the hirer is bound to make under this agreement and shall fail to comply with the same even after fifteen days of the receipt of a notice from the Lessor, the Lessor may carry out such repairs or construct the culvert or make such payment of any dues on behalf of the Lessee but shall not be bound to do so and recover the cost incurred or the amount paid as if there are installments due by adopting proceeding under the provision of Orissa Public Demand Recovery Act, 1962 or by, taking other suitable steps.

25. The Lessor shall, however the discretion permitting the lessee to fulfill the obligation and liabilities under this agreement on such terms as the Lessor may determine and the circumstances may warrant.

26. All installment and other dues payable by the Lessee shall be recoverable as a public demand under the Orissa public Demand Recovery Act. 1962.

27. The Lessor shall not be responsible for any damage caused to property by natural calamities like flood, earthquake, cyclone or any other act of God and explosion, fire riot etc.

For Cholamandal Fibres (Orissa) Pvt Ltd.

D. K. Mishra
31.5.10
Managing Director

D. K. Mishra
21.5.10
Deputy Manager (Admn.)
IICO, Cuttack Division,
Jagatpur.

28. The Lessor reserves the right to the mineral wealth including minor minerals on, in or under the area covered by the lease and the lessee will have the surface rights over the land. The existing outstanding and customary rights of Government and the Public, in roads and paths through or bounding the land are reserved and are no way affected by the Lease.

29. The Lessee shall not at any time during the tenure of the lease acquire an absolute or exclusive proprietary right over the land or claim any such right whatsoever, excepting the rights to use the land and the shed in the manner prescribed herein and in case of any transfer of the land either in the usual course of inheritance or by rights of succession or by way of adverse possession and easement right of any third party as applicable against the land belonging to the Government or in case of an encumbrance created either voluntarily by the Lessee or otherwise by an order of the Civil Court, the limitations conditions and restrictions imposed in this deed of lease will apply "Mutatis Mutandis" to any outsider claiming interest over the demised premises through the Lessee and for such purposes or otherwise in construing any of the terms in this deed of lease the provisions of the Government Grants Act.1895 and the provisions of the Transfer of Property Act.1882 will not be applicable.

30. The Lessee shall duly comply with the provisions of the Orissa River Pollution Act, 1953 and the rules made there under as also with any condition which may from time to time be imposed by the Orissa River Board constituted under the said Act as regards collection, treatment and disposal or discharge of effluents or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non compliance of any such provisions or conditions as aforesaid.

31. The Lessee shall not at any time cause or permit to be caused any nuisance in or upon the demised premises or anything, which shall cause unnecessary annoyance or disturbance to the occupiers of any other plots in the said Industrial Estate.

32. The Lessee shall not keep on the demised premises any horses, cattle, poultry or other animals nor do or permit to do anything thereon which may be nuisance, annoyance or disturbance to the Lessor occupiers or residents of other premises in the vicinity.

33. That should the demised land or any part therefore be at any time required by the Lessor for any purpose declared by State Government to be a public purpose, the Lessor shall be entitled to resume the demised land or such part thereof and on giving six months notice in writing and on the expiry of the said lease period may, through officer or person authorised by or in that behalf, may re-enter and take possession of said demised land or part thereof and of all buildings and structures thereon and compensation as may be determined proper by the Lessor will be paid to the Lessee.

For Cholamandal Fibres (Orissa) Pvt Ltd.

P. S. 10
[Signature]
Managing Director

[Signature]
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.

34. On the expiry of the lease period or termination of the lease due to the breach of the conditions of the deed or the transfer of the land or its mis-utilisation by the Lessee the Lessor will have the right of re-entry over the land and take over the possession of the Land/ property. In case if the Lessee has made any construction and the lessor decided to take position of such construction the lessor may also pay the Lessee the cost actually incurred by him for any such additional construction or their depreciated value as determined by such authority as may be decided by the Lessor or the market value thereof on the date of reentry as the same may be estimated by such authority whichever is less. Otherwise if the Lessor does not wish to take over construction the Lessee shall be bound to remove them within a period fixed by the Lessor and in case the Lessee fails to do so, the construction shall lapse to the Lessor and no compensation whatsoever on this account will be payable to the Lessee by the Lessor.

35. The land in the Industrial Estates having been developed for promoting the development of Industries and to provide facilities to the entrepreneurs for setting up Industries for regulating the use of the factory building or otherwise if during the tenure of this lease any relevant Act, is passed or enforced by the State Legislature of Orissa the terms and conditions of this deed will be deemed to have been automatically amended in accordance therewith, and any term or condition hereof if found repugnant to such Act of the Legislature, will be treated as void and not binding on the parties.

36. That notwithstanding anything contained in these present, the Lessor may on termination of this agreement under Clause 16 or 20 transfer or lease out the property including the addition or alternations, if any, to any person by private negotiation or public auction or otherwise at the option of the Lessor and on such terms and conditions as the Lessor deems fit.

37. Notwithstanding anything therein before contained where the lessee has become liable to be evicted or is evicted from the said property under any of the foregoing conditions, the Lessor may in its discretion continue the allotted property in the occupation of the Lessee on payment of such fine by Lessee as may be decided by the Lessor and in such case this agreement shall have effect as if there had been no eviction of the Lessee.

38. (a) That if the Lessee utilizes only a portion of the land for the purpose for which it was allotted and the lessor is satisfied that the Lessee can continue to utilise the portion of the land used by him even if the unutilised part thereof is resumed the Lessor may make an order declaring the transfer of the land with respect to the unutilised portion

For Cholamandal Fibres (Orissa) Pvt. Ltd.

[Signature]
31.5.10
Managing Director

[Signature]
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.

/// 10 ///

shall revert to the Lessor and direct that an amount not exceeding one fourth of such portion of the amount paid by the Lessee as cost of acquisition of land or premium for lease of land as is relative to the unutilised portion shall be forfeited to the Lessor as damage and that balance or that portion shall be refundable to the lessee and the order so made shall subject to the provisions of sub. Clause (b) below be final and binding.

(b). That where there is any dispute, with regard to the amounts relatable to the utilised portion of the land such dispute shall be referred to the Govt. in the Industries Department and the decision of the Government thereon shall be final.

39. The Lessor shall not be responsible for any defects, structural or otherwise in the property.

40. The Lessor reserves the right to impose any further conditions and stipulations, or alternations in the covenants necessary at any time for the Establishment of the Industrial Estate to implement this agreement and for the benefit of the Industrial Estate as a whole.

41. The Lessee shall employ the resident of the State of Orissa in all classes of services of the Lessee in preference to other, subject to their suitability and shall pay & afford reasonable facilities to such employees for their working in the factory in accordance with rules and regulations of the lessee.

42. The Lessee shall train in their factory/ workshop and power house such number of residents of the State as may be deputed from time to time by the Government of Orissa.

43. All costs and expenses for preparation, execution and Registration of this Lease will be borne and paid by the lessee.

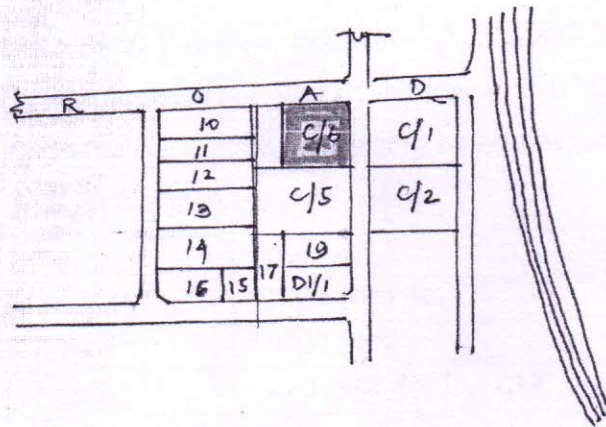
44. That only the courts situated in the district of **Cuttack** shall have jurisdiction to decide upon any dispute or litigation between the parties hereto.

45. Any notice required to be made or given to the Lessee hereunder shall be deemed to have been duly served on him if sent by the Lessor or any other Officer authorized by him in his behalf, through post by registered letter, addressed to the lessee at the address of the said business or at the registered office of the firm and failing that, if it is affixed at the entrance of the said premises in the presence of the two witnesses.

For Chelamandal Fibres (Orissa) Pvt. Ltd.

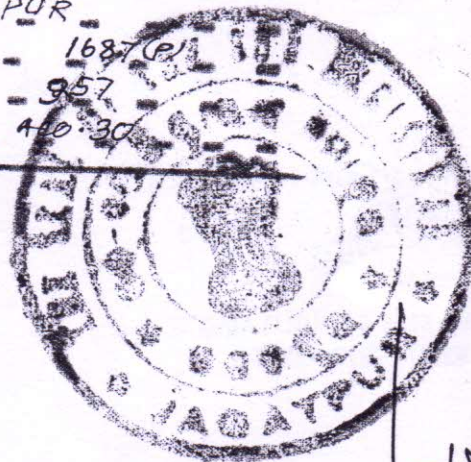
Prabir Kumar
21.5.10
Managing Director

Prabir Kumar
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.



For Cholamandal Fibres (Orissa) Pvt. Ltd.
[Signature]
 Managing Director

SITE PLAN OF M/S CHOLAMANDAL FIBRES (ORISSA) PVT LTD.
 AT INDUSTRIAL ESTATE JAGATPUR (OLD)
 IDCO NOTIFIED NO - C/6
 SIZE - 105'-0" X 125'-0"
 SCALE - 1" = 330'-0"
 MOUZA - NALMPUR
 REV. PLOT NO - 1687 (P)
 KHATA NO - 957
 TOTAL AREA - 410-30



[Signature]
 21/5/7
 Deputy Manager (Admn.)
 IDCO, Cuttack Division,
 Jagatpur.

[Signature]
 Registering Officer
 Jagatpur

[Signature]
 21/5/7
 INSPECTOR LAND,
 IDCO. CTC. DIVISION.

[Signature]
 27/4/7
 DY. MANAGER (ADMN.)
 IDCO. CTC. DIVISION.

[Signature]
 28/5/7
 DIVISIONAL HEAD,
 IDCO. CTC. DIVISION.

SCHEDULE

(Description of the property concerned in the lease agreement)

All that piece and parcel of land appertaining to **Rev. Plot No. 1687 (P), Khata No. 957** corresponding to **IDCO Shed No.C/6** in revenue village- **Nimpur**, comprising an area of **Ac. 0. 300, Ground Rent - Rs. Rs.75.00 P.A, Cess- Rs.56.00 P.A**, in IDCO Industrial complex at **Jagatpur (old)** within village limits **Nimpur**, District- **Cuttack**, S.R. Office **Jagatpur**, P.S.- **Jagatpur**, Tahasil- **Tangi Choudwar**, in Orissa, containing by admeasurements and marked in red coloured boundary lines on the plan annexed hereto.

North	:	IDCO Road
South	:	IDCO Shed No. C/5
East	:	IDCO Road
West	:	IDCO plot No. 10,11,12

IN WITNESS WHERE OF THE parties hereto have signed this deed on the date and year respectively, mentioned against their signature.

WITNESSES

1. Ashok Kumar Saha Saha
S/O Late Sankar Saha
IDCO CTC Bunk Jagatpur

2. Basant Kumar Bahadur, S/O
S/O Dattaraj Bahadur
IDCO, Utk. Divn, Jagatpur

3. Sonjay Kumar Mohan
132-A, SE-A, Zone-A.
M.I.F. Road, Bhubaneswar
751010.

4. Jagan Kumar Prasad
132-A, SE-A, Zone-A
M.I.F. Road, Bhubaneswar
751010.



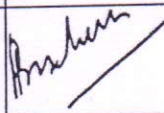
[Signature]
31.5.10
Deputy Manager (Admn.)
IDCO, Cuttack Division,
Jagatpur.
SIGNATURE OF THE PARTY
OF FIRST PART

For Cholamandal Fibres (Orissa) Pvt Ltd.
[Signature]
31.5.10
Managing Director
SIGNATURE OF THE PARTY
OF SECOND PART



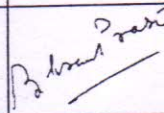
Registered Lease Advance with Rent Immovable Deed

Nature of the Document : LEASE ADVANCE WITH RENT IMMOVABLE Volume Number : 33
 Date of Execution : 31/05/2010 Place of Execution : JAGATPUR
 Document Number : 10431001718 Registration Date : 10/06/2010

FIRST PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
BRAJENDRA KUMAR BEHERA	Institution	Others		57	IDCO DIVISION, JAGATPUR, CUTTACK, DIST- N/A, ODISHA, INDIA	N/A, Dist- N/A, ODISHA, INDIA
Name		PHOTO		Thumb Impression		Signature
BRAJENDRA KUMAR BEHERA				 297486		


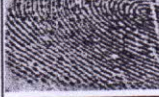
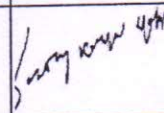


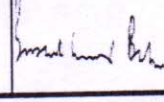
SECOND PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
BIKRAM PRASAD	Institution	FATHER	RAM CHARIT RAM	58	AT-JUNNUS PATNA, PO-COLLEGE SQUARE, PS-MALGODOWN, DIST-CUTTACK 753003, DIST- N/A, ODISHA, INDIA	N/A, DIST- N/A, ODISHA, INDIA
Name		Photo		Thumb Impression		Signature
BIKRAM PRASAD				 203342		

PROPERTY DETAILS

SI.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue
1	CUTTACK	NIMPUR-71	957	1687(P)	300 Decimal	INDUSTRIAL PURPOSE	0
				Property Transaction Details			
East	West	North	South	REV.PLOT NO 1687(P), KHATA NO957, CORRESPONDING TO IDCO SHED NO C/6, IN REVENUE VILLAGE NIMPUR COMPRISING AREA 0.300DEC. GROUND RENT 75.00 P A AND CESS RENT 56 P.A			
IDCO ROAD	IDCO PLOT 10,11,12	IDCO ROAD	IDCO SHED C/5				

IDENTIFIER DETAILS

Name	Father's / Husband's Name	Identifier Address	Profession	
SANJAY KUMAR MALLIA	NRUSINGHA MALIA	SAME PLACE	Service	
BASANT KUMAR BEHERA	DAITARI BEHERA	SAME PLACE	Service	
Name		Photo	Thumb Impression	Signature
SANJAY KUMAR MALLIA			 178673	
BASANT KUMAR BEHERA			 178677	

This is a Computer Generated Certificate