



No.: GIDC/DEE/BRCH/453
Date: 4/12/2008
O/o the Dy. Ex. Engineer,
GIDC, Sub. Dn. Bharuch
(A Govt. of Gujarat Undertaking)

Ref.: GIDC/RM/ALT/ 8944 /Dated 2-12-08

POSSESSION RECEIPT

In pursuance of allotment of Plot No. 5-136 admeasuring 3328.50 Sq. mt.
Sq. Mts./Shed No. _____ of _____ type / godown
No. _____ housing quarter No. _____ situated in
the Dahrej industrial Estate is handed over to me today i.e.
on 4-12-08 in good
condition with following fixtures.

LIST OF FIXTURES

- | | |
|-----|-----|
| (a) | (g) |
| (b) | (h) |
| (c) | (i) |
| (d) | (j) |
| (e) | (k) |
| (f) | (l) |

The said premises is bounded as follows.

on or towards north by: 20-00 mt. wide road
on or towards south by: 45-00 mt. wide road
on or towards west by: 35-00 mt. wide power corridor.
on or towards east by: 30-00 mt. wide road

Possession taken over by:

Smt. Vamita Yogesh Shah
on behalf of M/s.

Signature V. V. Shah
Designation _____

Possession handed over by:

Shri M. Singhal

Signature

Designation D-EE

Counter signed by

18
Dy. Ex. Engineer
GIDC Sub. Div.
Bharuch.

Place: Dahrej
Date: 4-12-08

Place: Dahrej
Date: 4-12-08

(If you have anything to say in term of missing fixtures, please mention overleaf at the time of taking possession itself and no complaints will be entertained latter on.)

Copy : F. W. C. To,

- (1) M/s. Smt. Vamita Yogesh Shah
- (2) XEN-GIDC, Bharuch.
- (3) R.M. GIDC, Ankleshwar

Cuation(in respect of Shed Only)

As per the legal requirement as well as in your own interest the shed must be insured with an Insurance recognized by the GIDC and the company recognized by G1DC is the Government Insurance Fund their add Directorate of Insurance.

Ambica Centre,
2nd Floor, Relief Road,
AHMEDABAD-380001.

Space for miss fixture's list

plot is without any information
& encroachment free

⑧
E.I.D.C.
2329108

Duplicate

LEASE - DEED

Duplicate

of

Plot No.S-136
G.I.D.C.
Dahej Industrial Estate
Taluka Vagra
District: Bharuch

-: Name of Party :-
Smt. Vanitaben Yogeshbhai Shah

(1)

BANK OF BARODA
STATION ROAD, BHARUCH

GUJ/SOS/AUTH/AV/158/2007

भारत

32083

160381



SPECIAL
ADHESIVE

JUL 14 2009

2000 2000 2000 000 2000 2000 17:28

Rs.0000100/- PB5919

INDIA

STAMP DUTY

GUJARAT

LEASE - DEED

Duplicate

of

Plot No.S-136
G.I.D.C.
Dahej Industrial Estate
Taluka Vagra
District: Bharuch

-: Name of Party :-

Smt. Vanitaben Yogeshbhai Shah

seen
V.Y. Shah

(2)



V.Y.S.

LEASE DEED

THIS INDENTURE OF LEASE made at Vagra on the 27th day of June in the year **Two Thousand Nine** between the **Gujarat Industrial Development Corporation**, a Corporation constituted under the Gujarat Industrial Development Corporation, a Corporation constituted under the Gujarat Industrial Development Act, 1962 and having its registered office at **Udyog Bhavan, Sector No.11, Gandhinagar** (hereinafter called " **the Lessor** " which expression shall, unless the context does not so admit, include its successors and assigns) of the one part and **Smt. Vanitaben Yogeshbhai Shah** situated at **Plot No 6-136, G.I.D.C. Dahej** a firm registered under Indian Proprietary Act and having its registered office at **A/4 Abhishek Apartment, A/7 Ratan Nagar, 1st floor, Opp. Palmland Hotel Bharuch** (hereinafter called " **the Lessee** " which expression shall unless the context does not so admit include his/helrs executors and legal representatives/its successors in business and assigns) of the other part.


V.Y. Shah



Whereas by an agreement dated 30-10-2007 & Deed of Rectification dated 1-12-2008 & 29-5-2009 (hereinafter referred to as " the License Agreement " made between the Lessor of the one part and the Lessee of the other part the lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligation and conditions contained in the said agreement a lease a **Plot No. S-136, G.I.D.C. Dahej Industrial Estate** and more particularly described in the schedule thereof:-

And whereas the Lessee having paid a sum of **Rs 11,53,253/- (Rupees eleven lakhs fifty three thousand two hundred fifty three only)** calculated at **Rs.291/- x 2500 sq.mtrs = Rs.7,27,500/- & Rs.550/- x 882.30 sq.mtrs = Rs.4,85,265/- total Rs.12,12,765/- & FC at the rate of Rs.15/- for 2500 sq.mtrs Rs.37,500/- & FC at the rate of Rs.27.50 per sq.mtr for 828.50 sq.mtrs Rs.24,264/- total FC Rs.61,764/- Total Rs.12,74,529/- less 10% concession lady entrepreneur Rs.1,21,276/- Total cost. Rs.11,53,253/-** which is equivalent to 100% of the allotment price or of the allotment price and has requested the Lessor to grant him a lease of the **Plot No. S-136** and to execute the Lease Deed in respect of the said Plot.

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AND WHEREAS the Lessor has decided to enter in to these presents in respect of the **Plot No. S-136** on the understanding that the Lessee will comply with all the terms and conditions for the construction work on the said plot as set out in the License Agreement and that he shall have to complete the construction on the said plot within such period and conforming to such plan as may be required by the Lessor and that he will comply with the terms and conditions hereinafter appearing.

And whereas the lessee has paid the documental charges in regard to these presents amounting to Rs. 5350/-
(Rupees Fifty seven Thousand Five Hundred only).

NOW THIS WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1 In consideration of the sum of **Rs 11,53,253/-** (Rupees eleven lakhs fifty three thousand two hundred fifty three only) calculated at **Rs.291/- x 2500 sq.mtrs = Rs.7,27,500/- & Rs.550/- x 882.30 sq.mtrs = Rs.4,85,265/- total Rs.12,12,765/- & FC at the rate of Rs.15/- for 2500 sq.mtrs Rs.37,500/- & FC at the rate of Rs.27.50 per sq.mtr for 828.50 sq.mtrs Rs.24,264/- total FC Rs.61,764/- Total Rs.12,74,529/- less 10% concession lady entrepreneur Rs.1,21,276/- Total cost. Rs.11,53,253/-** paid in the manner aforesaid by the Lessee to Lessor as full payment of the premium price of **Plot No. S-136** and in consideration of the rent hereby reserved and of the covenants and agreements on the part of the lessee hereinafter contained the lessor both demise unto the lessee all that piece of land consisting of **Plot No. S-136** in the **Dahej Industrial Estate** and more particularly described in the schedule hereunder written TOGETHER WITH all rights, privileges, easements, advantages and appurtenances whatsoever hereto belonging EXCEPT AND RESERVING up to the Lessor all mines and minerals in and under the land hereby demised or any part thereof TO HOLD the land hereby demised) hereinafter referred to as "the demised premises" to the Lessee for the term of 99 years computed from the **20th day of September** month in the year **2007** subject nevertheless to the provisions of Bombay Land Revenue Code, 1879 and the Rules there under PAYING THERE FOR yearly on or before the 31st day of March of each year during the said term up to the Lessor at the office of Managing Director or as otherwise required the rent of **Rs. 4=00 (Rupees four only)** and also paying there for the balance of the allotment price in the manner hereinafter determined provided that at the end 99 years computed from the date as hereinbefore mentioned the Lessee shall have the right to renew this lease for the further period of 99 years.

And in the event of the lessee exercising such option in the manner hereinafter provided, the Lessor shall have the right to increase the sum of yearly rent as hereinbefore stipulated by a further sum which shall be 100% per cent of the original sum of the rent and provided further that if the lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and at the end of said period of 99 years but before the expiry of the said period the lessee has given the lessor 3 month's previous notice in writing of his desire to have the lease of the demised premises renewed for a further period of 99 years, the Lessor shall and will at the cost and expenses in every respect of the Lessee grant to the Lessee a further lease of the demised premises for a further term of 99 years with the same covenants and provisions and stipulations, terms and conditions except this clause of renewal and except as to the amount of rent which the Lessor shall be entitled to increase by 100% as stipulated above.

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2. The Lessee hereby covenants with the Lessor as follows:-

To pay Balance Premium price:-

- a) The allotment price of the demised premises (consisting of Plot No. S-136) has been fixed at Rs 11,53,253/- (Rupees eleven lakhs fifty three thousand two hundred fifty three only) calculated at Rs.291/- x 2500 sq.mtrs = Rs.7,27,500/- & Rs.550/- x 882.30 sq.mtrs = Rs.4,85,265/- total Rs.12,12,765/- & FC at the rate of Rs.15/- for 2500 sq.mtrs Rs.37,500/- & FC at the rate of Rs.27.50 per sq.mtr for 882.50 sq.mtrs Rs.24,264/- total FC Rs.61,764/- Total Rs.12,74,529/- less 10% concession lady entrepreneur Rs.1,21,276/- Total cost. Rs.11,53,253/- calculated at Rs.291/- & Rs.550/- per sq.mtr. Out of the said price, the Lessee has already paid Rs 11,53,253/- (Rupees eleven lakhs fifty three thousand two hundred fifty three only) being an amount equal to 100% of the allotment price plus frontage charges at Rs. 15/- & Rs.27.50/- per sq.mtr of the said.

To pay rent Time limit for completing construction:-

- (i) The Lessee will make full and regular payment of all the installments that are required to be paid under this sub-clause. If any payment is delayed or not paid the Lessee will pay to Lessor interest at 3 percent above the normal rate of interest per annum, until the entire amount payable under this sub-clause is paid by the Lessee to the Lessor.
- (ii) The Lessee will in each year within two months from the expiry of his accounting year supply to the Lessor a copy of his profit and loss account pertaining to that accounting year and the business run by him in the demised premises.

Strike off if not applicable:-

- (b) That during the term of this Lease, the Lessee will pay to the Lessor the rent hereby reserved at the time and, in the manner aforesaid.
- (c) That under the License Agreement, the Lessee has already commenced the construction of building to be used as a factory for mfg of **Engineering**. Now the lessee will within a period of two years from the date of the License Agreement complete the construction of the said building at his expense and in a substantial and workman like manner and with new and sound materials and with all requisite drains and other conveniences as may be necessary under the Factory Act, so as to make the building fit for occupation as a factory for the aforesaid purpose.

The area of the plot allotted to the Lessee being **3382.30 sq.mtrs**. It shall be permissible to the Lessee to utilize within the period and in the manner aforesaid a part of the area for the construction of a building to be used as an industrial factory and to retain the remaining area of the plot for future expansion of the project of the Lessee subject to the following conditions:-

- i) The remaining area of the plot shall be fully utilized for the expansion of project of the Lessee within a period of ten years from the date of License Agreement.


V.Y. Shah

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- ii) It shall be open to the Lessor to review the progress of the utilization at the interval of every three years and to resume the possession of unutilized portion of the plot.
- iii) While utilizing a part of the plot for the construction of a building as aforesaid and retaining part of the plot for future expansion, the part to be utilized for the construction of the building shall be so demarcated so as to make a sub division of the remaining part feasible in the event of the Lessor deciding to resume the possession of the unutilized portion of the plot.

Conditions to be observed on erecting building etc:-

- (d) That no building or erection to be erected hereafter and no alteration or addition to any building or construction existing for the time being shall be commenced by the Lessee unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the lessee in triplicate to the Executive Engineer of the Lessor (hereinafter referred to as " the Executive Engineer " which expression shall include any other officer to whom the duties and functions of the Executive Engineer may be assigned) for his scrutiny and the same has been approved in writing by the Executive Engineer, provided that in the completion of any such building or erection or making any such alteration or an addition the lessee shall observe and conform to the building conditions of the Lessor and all laws, rules and regulations of the Local authority or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon provided further that no building, erection, or structure (except a compound wall and steps and garages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.



Fencing :-

- (e) That the demised premises will be fenced by the Lessee at his expense every respect.

Effect to failure to complete construction within time:

- (f) That if the Lessee fails to complete the construction work referred to in sub-clause(c) above lease shall stand terminated unless for sufficient cause the Managing Director of the Lessor allows further time to complete the construction.

To obtain licenses etc.

- (g) That he will obtain and renew all necessary licenses and pay all license and other fees and cess and taxes in respect of the demised premises by reason of their being used for the purpose or purposes and/or/any of them and to observe and perform all local police and municipal rules and regulations in connection with such use.

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V.Y. Shah

To pay rate taxes charges etc:

- (h) That he will pay all existing and future taxes, cess, rate assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon. The present land revenue assessment of the land leased does not exceed **Rs.1624/- (Rupees One thousand six hundred twenty four only)** or as may be fixed from time to time per annum. He will also pay to the Lessor in the manner determined for the Lessor service charges of whatever description (including charges for the supply of water, Lessee's share of the expenses for maintenance of road and other common facilities and services) charged by the Lessor as regards supply of water he shall abide by the conditions laid down in that behalf by the Lessor from time to time. Provided that in the case of the tax, cess, rate or assessment as is required to be the Lessor in respect of the demised premises the Lessee shall pay to the Lessor an amount equal to such tax, cess, rate or assessment, as the case may be.

The Lessee shall consume water for his unit as following rates from year to year:

YEAR	CONSUMPTION PER DAY (Litres)
1 st Year	200 liters per day
2 nd Year	200 liters per day
3 rd Year	200 liters per day
Onwards.....	

FOR WATER SUPPLY :-

Even he fails to consume water to the extent, mentioned above, he would pay the water charges for the quantity equal to 70% of the above mentioned quantity irrespective of consumption, if demand is more than 50,000 litres/day. The payment for minimum charges for 70% of the demand quantity shall commence after the utilization period for plot is over as under from the date of allotment:

- (1) Plot : Having area up to 10,000 sq.mtrs - 2 years
- (2) Plot : Having area more than 10,000 sq.mts - 3 years or earlier specifically mentioned by the applicant.

For shed the utilization period is to be considered 1 year from the date of allotment. The water charges would be payable at the prevailing water rate of the Estate for the financial year as fixed by the Corporation from time to time and on failure to pay the minimum charges, the Lessee shall be liable to the actions including termination of the Agreement and subsequent steps.

Not to excavate:-

- (i) That he will neither make any excavation upon any part of the demised premises nor remove any stone, gravel, clay or earth therefore except for the purpose of forming foundation of building or for the purpose of executing any work pursuant to the terms of this Lease.

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V.Y. Shah



Access Road:-

- (j) That the Lessee having his own expense constructed an access road leading from the main road to the demised premises will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Engineer.

Sanitation :-

- (k) That he shall observe and confirm to all rules, regulations and bye-laws of local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force the time being and that he shall provide sufficient latrine accommodation and other sanitary arrangements for the laborers workmen and other staff employed on the demised premises, in order to keep the demised and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the Executive Engineer permit any laborers or workmen to reside upon the demised and in the event of such consent being given shall comply strictly with the terms thereof. As regard the industrial effluent produced in the course of the industry carried on the said land and lessee shall treat the effluent to the standards NOC/consent of Gujarat Pollution Control Board and the rules and regulations covered under the Water Prevention and Control of Pollution Act, 1974) and (The Air prevention and Control Pollution Act, 1981) and (E.P.Act, 1986) with all latest amendments and any other laws that may be in force from time to time. Failure on this part to comply with such provisions shall be entitled the Lessor/Corporation to disconnect power supply to the lessee and to resume the possession of land. The Lessee shall have to take Drainage connection as and when intimated by the Corporation and shall have to pay all the necessary amounts towards capital amount recovery and shall have the regular drainage cess. While taking drainage connection, the lessee shall have to comply all regulations covered under "Drainage Regulations 1990 " of GIDC.

Nothing herein shall be deemed to absolve the Lessee from liability to comply with the provision of the water (Prevention and control of Pollution Act, 1974)) and any failure on his part to comply with such provision shall entitle the Lessor to disconnect water supply to the Lessee and to resume the possession on the demised premises.

(kk) Compliance with Laws:-

The Lessee shall comply with all laws(including acts, Rules, Regulations or orders)passed, made or issued by the Government of Gujarat or by the Government of India from time to time, relating to the business or industry carried on by the lessee or having a bearing on the same. The Lessee shall in particular, comply with observe and act according to laws on the subject of ecology and environment, like the water (Prevention and Control of Pollution) Act-1974 and 1981 the Air (Prevention and Control of Pollution)Cess Act-1977 and the(Environment Protection Act,1986). The fact of Lessor assisting the Lessee in the matter of supplying or providing amenities or facilities like water, sewerage, electricity etc. shall not mean that the Lessee is thereby absolved from his responsibility or liability in respect of the same. Similarly in respect of any scheme, project or work undertaken by the Lessor on behalf of or for the benefit of the Lessee or of the Lessee and other Industries or persons jointly, the lessee shall not thereby be deemed to have been absolved from liability under the relevant or concerned law. Nor shall it

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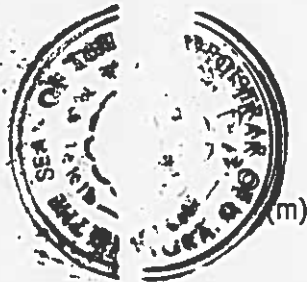
make the Lessor or any of its servants or agents liable for any non compliance, non observance or breach of any such law.

Provision of services, amenities, facilities:-

- (kkk) The Lessee shall be free to obtain any service amenity or facility like water drainage, electricity etc. directly from the concerned agency like, the local body Electricity board etc. In case the Lessor makes arrangements for procuring or supplying such services etc. for the benefit of and on behalf of, the Lessee, separately or jointly with others, and the Lessee avails of the same, it shall not amount to a commitment on the part of the Lessor, to provide the same. Nor shall it be construed as hiring of, or contract for supply of, such services by the Lessor to the Lessee. The Lessee shall not hold the Lessor liable in case of any delay deficiency, insufficiently or failure in supply of such amenity, facility or service, nor shall the lessee be deemed to be a consumer the Lessor in respect of the same, within the meaning of the provisions of the Consumer Protection Act-1986.

Repairing:

- (l) That throughout the said term the Lessee shall at his own expense clean and keep in good and substantial repair and condition(including all usual and necessary internal and external painting, colour and white washing) for the satisfaction of the Executive Engineer, the buildings and premises and the drains, compound walls and fences there unto belonging and all fixtures and addition thereto.



Entry and inspection:-

- (m) That the he shall on a week's previous notice in that behalf permit the Lessor or the Managing Director of the Corporation or Executive Engineer, and the officials surveyors, workman and/other employed by them from time to time and all reasonable times of the day during the term hereby granted, to enter in to or upon the demised premises and to inspect the state of repairs and if upon such inspection it shall appear that any repairs are necessary they or any of them may by notice to the lessee call upon him to execute the repairs and upon his failure to do so within a reasonable time the Lessor may execute them at the expenses in all respects of the Lessee.

Nuisance:-

- (n) That he shall not do or permit anything to be done on the demised premises which may be nuisance, annoyance or disturbance to the owners or residents of other premises in the vicinity. That the Lessee shall not interfere or cause damage to the properties of the Lessor whether located outside or inside the premises. such as water supply lines, drainage lines, water meters, street lights and such other properties. In case he is found interfering or causing damage to the properties of the Lessor, it would amount to breach to the breach of the conditions of the lease and he would be liable to be evicted from the premises occupied by him under provisions of Gujarat Public Premises(Eviction of unauthorized occupants Act,1972) or any other law for the time in force and Lessor will be entitle to recover the cost of making good such damages with penalty as it may determine and such amount would be recoverable as an arrears of land revenue.

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Purpose of use:-

- (o) That the Lessee will use the demised premises only for the purpose of mfg of **Engineering** factory purpose and matters connected therewith and shall not use the demised premises or any part thereof for any other purpose without the permission in writing of the Managing Director provided that the demised premises shall not be used for the purpose of factory or any industry which by reason of emission of odour, liquid, effluvia, dust, smoke gas noise vibration or fire hazards is declared as obnoxious by the Lessor.

Insurance:-

- (p) That he will keep the buildings erected on the demised premises excluding foundations and plinth insured in the name of the Lessee against loss or damage by fire in a sum equivalent to the cost of the buildings (excluding foundation and plinth in some well established insurance company.

Delivery of possession after expiration:-

- (q) That at the expiration or sooner determination of the said term, the lessee will quietly deliver to the Lessor and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the Lessee shall be at liberty if he shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein-contained prior to the expiration or determination, of the said term, to remove and appropriate to himself all buildings, erections and structures and materials from the demised premises but so nevertheless that the Lessee shall deliver to the Lessor all land from which such building, erections or structures may have been removed after the same is leveled and put in good order and condition to the satisfaction of the Lessor.

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FOR POWER SUPPLY

- 1) For obtaining power supply, Lessee has to apply to the power supply authorities in prescribed form. He is also responsible for follow up for timely receipt of estimate and power. Lessor will not responsible for timely receipt of estimate for power.
- 2) Lessee has to complete formalities of signing agreement, payment of Security Deposit and complete wiring of electrical installation as per I.E Rules and submit the test report for wiring from licensed electrical contractor release of connection.
- 3) High tension consumer having power demand on excess of 500 KVA of specific requirements shall have to make separate feeder at his cost.
- 4) Full cost high tension lines both and cost of feeder and sending equipment as the case may be are to be borne by the consumer. No reimbursement or cost sharing is admissible to high tension or low tension consumer. For extension of load at a future date, full cost is to be borne by the consumer.
- 5) The supply voltage and source of power supply be decided by the power authority for the customer having power demand in excess of 2400 KVA.

Handwritten signature:
V. Y. Shah

- 6) Lessee is liable to pay cost of land occupied by corridor for laying electric circuit for power supply, as per the site condition and the prevalent policy of the corporation.
- 7) Lessee has to pay for cost of augmentation of Sub-station on his pro-rate demand basis and the rate and policy prevalent in the Corporation.
- 8) Lessee can not seek relief different of payment towards installment for delay in availability of power.

Not to assign

- (r) That he will not transfer, assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous permission of the Lessor. For the purposes of this covenant, any change in the constitution of the Lessee shall be deemed to be a transfer by the Lessee of his interest in the demised premises in favour of another person. Provided that where the lessee is a body corporate a change in their Board of Directors - Managing Committee by whatever name called shall not be deemed to be a change in the constitution of the Lessee.

Provided further that where the lessee, for the purpose of constructing a building on the demised premises is obtain loan from a bank or other financial institution by mortgaging his leasehold interest in the demised premises in favour of such bank or institution, permission of the Lessor shall be deemed to have been subject to the conditions: -

- a) that such mortgage shall not affect the rights and powers of the lessor under this Lease Deed and,
- b) that the Lessor before exercising his rights and powers of the Lessor under this Lease Deed will consult the bank or as the case may be, the financial institutions concerned.
- c) that the Lessee shall have to pay at a time an amount equal to 1% (One) per cent of the total value of land, leased at prevailing allotment price of the Estate for the period for which the leasehold rights are to be mortgaged in favour of financial institutions for securing the financial assistance/loan to be obtained by other associated units of the Lessee situated outside the GIDC Estate.

Assignments to be registered with lessor and unearned increment:-

- (s) In the event of such transfer, assignment, under-letting or , parting with, there shall be delivered by the lessee at his expense a notice thereof to the Managing Director or such officer of the lessor, as the Lessor may direct within twenty days from the date on which the transfer, assignment, under-letting, or parting with becomes effective whether by registration thereof under the Indian Registration Act or otherwise, provided that in the event of such transfer, assignment ,under letting or parting with fifty percent for the unearned increment that may be accrued to the Lessee shall be paid by the Lessee to Managing Director of the Lessor, provided further that the unearned increment shall be valued by the Chief Accounts Officer of the lessor and the decision of the Chief Accounts Officer of the lessor and the decision of the Chief Accounts Officer will be binding on the Lessee.



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Notice in case of death etc.

- (t) That in the event of death, insolvency or liquidation of the lessee the person in whom the title shall vest on account thereof shall cause notice thereof to be given to the lessor within one month from the date of such vesting.
3. All sums payable by the lessee to the lessor under these presents and recoverable by the lessor from the lessee under these presents or under the Gujarat Industrial Development Act, 1962 and all charges and expenses incurred by the lessor in connection therewith shall be recovered from the lessee as arrears of land revenue under section 28 B or , as the case may be, section 41 of that Act.

Breach of covenants:-

4. If the said rent hereby reserved or any installments of allotment price shall be in arrears for more than two months whether the same shall have been legally demanded or not or if and whenever there shall be a breach by the Lessee of any of the covenants herein contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the buildings or improvements built or carried out on the demised premises or claimed by the lessee on account of such building or improvements, PROVIDED ALWAYS that the power of re-entry herein before contained shall not be exercised unless and until the Managing Director on behalf of the Lessor shall have given to the Lessee a notice in writing of his intention to enter and of the specified breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the lessee in remedying such breach or breaches within three months after the giving of such. notice.

Alteration of Estate rules:

- 5 The layout of the **Dahej Industrial Estate**, the building conditions and other regulations and covenants relating thereto other than the premises hereby demised, may be altered by the Lessor from time to time as the Lessor thinks fit and Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

6. **Allotment letter and Marginal Notes.**

The Lessor had issued in respect of the demised premises an allotment letter **No.GIDC/DM/CG/ANK/PLT/5667 dated 20-9-2007 & corrigendum order No.GIDC/DM/CG/ANK/831 dated 6-2-2008 & No.GIDC/DM(CG)/ANK/ALT/P/DHJ/8476 dated 14-11-2008 & corrigendum order No.GIDC/RM/ANK/3444 dated 27-5-2009.** The terms and conditions of the said allotment letter will form part of this lease and shall not be referred to for construction or interpretation thereof.

Stamp duty:-

7. The stamp duty payable in respect of this indenture shall be borne by the Lessee. Registration charges payable in respect of this indenture and the duplicate thereof shall be borne by Lessee. The Lessee shall retain the duplicate of this indenture and the original indenture shall remain with the Lessor. The Lease Deed shall be registered at a place within the state of Gujarat, where such registration is under the provision of the Indian Registration Act.



V. Y. Shah

... {13}...

8. Lessee shall have to fill up at least 85% of posts in your industrial units by local persons and for Manager/Supervisory cadres at least 60% of posts shall have to be filled by the local person. The expression "Local person " shall mean a person domiciled in Gujarat state for the period of 15 years shall be considered as "local person ".
- 9 Lessor has offered/allotted plot on as is where is basis and there is no any scope for reduction in future for the price fixed by the Lessor/Corporation is subsequently which may please be noted.
- 10 The Lessor /Corporation may provide fire fighter service in some of the estates as an amenity. In case of non-provision or any delay or non - availability of fire fighter at the time of the fire, the Lessee will not claim any losses/damages due to this.



seal
V. Y. Shah

14
... { 13 } ...

SCHEDULE
(Description of Land)

ALL THAT piece of land known as **Plot No.S-136** in **Dahej** industrial Estate consisting of Revenue Survey Nos. **197/P, 198/P & 199/P** within the village limits **Dahej Taluka : Vagra District : Bharuch** containing by admeasurements **3382.30 sq.mtrs** or thereabout and bounded as follows, that is to say :

	Plot No.S-136
On or towards the North by	20.00 meter road.
On or towards the South by	35.00 meter Hindalco-Dahej road.
On or towards the East by	30.00 meter IPCL-Dahej road.
On or towards the West by	35.00 meter Hindalco Power corridor

IN WITNESS WHEREOF the Lessor has caused **Shri S M Chaudhari, Assistant Manager**, an Officer authorized by it. to set his hand and affix the common seal hereto and Lessee has herein to set his hand seal on the day and year first above written.

SIGNED,SEALED AND DELIVERED

By **Shri S M Chaudhari, Assistant Manager**
Officer of the
Gujarat Industrial Development Corporation
In the presence of.



[Signature]
Assistant Manager
G.I.D.C., Ankleshwar

Name

1) *S. M. Chaudhari*
2) *[Signature]*
(M. V. Rutnva)
(C.T.)

SIGNED SEALED AND DELIVERED

By the above named Lessee
In the presence of

V. Y. Shah

Name

1) *Sauhari V. Y. Shah*
2) *[Signature]*

Writing of the document end here/Last Page.

Place : Vagra

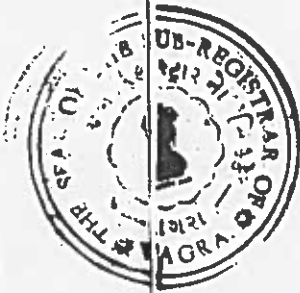
Date : 22/09/2009

LESSOR
S M Chaudhari
Assistant Manager
GIDC Ankleshwar

Sm Chaudhari
Assistant Manager
G.I.D.C., Ankleshwar



Assistant Manager
G.I.D.C., Ankleshwar



LESSEE:
Smt. Vanitaben Yogeshbhai Shah
Plot No.S-136
GIDC Dahej

V.Y. Shah



Serial No. **832**

presented of the office of the

Sub-Registrar of SRO - Bharuch Vagra

between the hour of **3** to **4**

on date **23/07/2009**

Receipt No :- **2009094001130**

Received Fees as following Rs.

Registration Fees. 30

Fee for photography (0) 0

Postage Fee :- 0

TOTAL :- 30

(Rupees Thirty Only)

V.Y. Shah
Smt. Vanitaben Yogeshbhai Shah

B.M. Patel
(B.M. Patel)
Sub Registrar
SRO - Bharuch Vagra

B.M. Patel
(B.M. Patel)
Sub Registrar
SRO - Bharuch Vagra



Sl no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1)	<u>Executant</u> On Behalf of Gujarat Industrial Development Corporation S M Chaudhari (Assistant manager) (Service) GIDC Ankleshwar, Dist- Bharuch.	55			<u>S.M. Chaudhari</u>
1)	<u>Claimant</u> Smt. Vanitaben Yogeshbhai Shah (Buisness) Plot No. S-136 GIDC Dahej. Reg- A/4, Abhshek Apprtment, A/7, Ratan Nagar 1st floor, Opp. Palmland Hotel Bharuch.	51			<u>V.Y. Shah</u>

Executing Party
admits execution

V.Y. Shah

V.Y. Shah

1. Sachin Yogeshbhai Shah (Service)
A/4, Abhshek Apprtment, A/7. Ratan
Nagar
1st floor, Opp. Palmland Hotel Bharuch.
2. Mohanbhai Odhavji Mojithia (Service)
10th floor, Kunjresi Plaza Bharuch

State that they personally known
above named executant and
Identifies him/them



1. Sachin Y. Shah

2. Mya:

Day 23 of Month July - 2009

B 23-7-09
(B.M.Patel)

Sub Registrar
SRO - Bharuch Vagra

Registered No. 831 Book No. 1

Date : 23/07/2009

B 23-7-09
(B.M.Patel)

Sub Registrar
SRO - Bharuch Vagra

This is the Duplicate of
Registered No. 831
Date. 23/07/2009

B 23-7-09

(B.M.Patel)

Sub-Registrar
SRO - Bharuch Vagra

