

3407

30 Rs.

14

12.40



LEASE DEED

This lease deed made on the 24 day of Feb, 1988 between M/s BHILWARA SYNTHETICS LIMITED, Bhilwara through Shri R.L. Nolkha S/o Shri Shivji Ram Nolkha aged 43 years, resident of Bhilwara (hereinafter called the 'Lessee') which expression shall unless excluded by or repugnant to the context include his heirs, successors, administrators and assigns of the first part and the GOVERNOR OF THE STATE OF RAJASTHAN (hereinafter called the 'LESSOR') which expression shall unless exclude by or repugnant to the context include his successors in the office and permitted assigns of the Second Part.

COLLECTOR
BHILWARA

निदेशक
उद्योग एवं शीतल

WHEREAS the lessor has agreed to grant and the lessee has agreed to accept the lease of Plot of the land measuring 12 Bighas situated in Village Gunwardi and more particularly described in the schedule hereto (hereinafter called the 'Plot') upon the conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the lessor agrees to let the said plot (land) and the lessee has agreed to occupy the said plot for a period of NINETEEN YEARS ON RENT hereinafter specified for the purpose of expansion of Weaving Industry for which the lessee had applied under provisions of Rajasthan Industrial Areas Allotment (Amendment) Rules, 1982.
2. That the possession of the said plot has been delivered to the lessee with effect from 6th January, 1988.
3. That the population of the village Gunwardi where the said plot is situated is below 10,000 and the lessee has agreed to pay the rent of the said plot at the rate of Rs. 30/- per acre.

12/4
R.L. NOLKHA
PRESIDENT

1

R.L. NOLKHA
P. DENT

of Unit Army Building 102, 115.



: 2 :

per year which amounts to Rs. 225/- (Rupees Two Hundred twentyfive only) in the case of the said plot commencing from the date of taking over possession of the land as above mentioned.

4. That the lessee hereby covenants with the lessor as under:

- (i) That the lessee shall duly pay the stipulated rent of the said plot to the lessor or his authorised agent on or before the seventh day of each calendar year for which the rent is due at such places as the lessor may from time to time prescribe.

COLLECTOR
BHILWARA

The rent as aforesaid excludes all kinds of taxes which the Panchayat or any other Civic Body has imposed or may impose during the period lease in respect of the said plot and the lessee agrees to pay such taxes to the authorities concerned direct.

संयुक्त निदेशक

उद्योग क्षेत्र विकास

The lessee hereby agree to pay the lessor alongwith the rent for the first year a further sum of Rs. 750/- (Rupees Seven Hundred fifty only) by way of development charges in accordance with the provisions of Rules No. 3(iv) of the Rajasthan Industrial Area Allotment (Amendment) Rules, 1982.

- (iv) The lessee shall set up the said plot of land on Industry for the manufacturing of Synthetic Blended suiting and shirtings for which land has been leased to him by the lessor within a period of 2 years from the date of taking over possession of the land as above mentioned and in case of his failure to do so the plot shall revert to the lessor unless the period of 2 years is extended by the lessor on valid grounds.

- (v) The lessee shall construct, erect and build on the said plot of land, only such buildings, sheds and structures as are

.. 3.

1184
R.L. NOLKHA
PRESIDENT

(2)

.. 4.

महोदय, दयाकरवड भीमबाबा

3 :

required by him for setting up of Industry aforesaid and also such other residential quarters e.g. Watch and Ward quarters as required for those engaged or to be engaged in the said factory.

(vi) The lessee agree/ to construct or build any structures of buildings on the said plot of land or on a portion of it which may have the object of using it as a commercial undertaking other than for the industry aforesaid for which the said plot has been leased.

(vii) The lessee shall not sublet, underlet or sell its lease hold rights granted under the lease deed without the written consent of the lessor provided however, that the lessee shall have the right to assign or to mortgage its lease hold rights hereby demised in favour of a Financial Institution or institutions for the purpose of availing of financial assistance including guarantees from such financial institution for the development of industries for which the said land has been leased to the lessee and the said financial institution or institutions will be at liberty to enforce their rights as mortgage under the law and convey a good title to the leasehold property provided that the lessee shall inform the lessor about any mortgage or assignment made by the lessee in favour of any financial institutions within a period of three months from the date of such mortgage or assignment.

(viii) The annual rent as aforesaid shall be subject to revision after every thirty years and the enhancement in rent at each such revision shall not exceed 25% of rent payable for the period immediately proceeding such revision. The lessee hereby agrees to pay such enhanced rent to the lessor as a result of the revision aforesaid.

(ix) The lessee shall have an option to renew the said lease for a further period of NINETY NINE YEARS after an expiry of the present terms of lease.

(x) In case any default is made by the lessee in respect of any of the terms and conditions aforesaid the said plot of land shall revert to the lessor provided that in case the lessee has assigned or mortgaged its leasehold rights is hereby demised in favour of any institution or institutions

COLLECTOR
DHILWARA

R.L. NOLKHA
PRESIDENT

One Copy Passed in the Addl./File Book
No. 1 ... Vol. ... at Sr ... No ...
at Page 1257 to 1261

प्रथम दिनांक... १... माह २.....
 मन्त्र १४ पुस्तक संख्या १..... जिल्हा
 संख्या..... ३... पृष्ठ संख्या ४.....
 क्रम संख्या . पर पंजिस्ट्र किया गया ।

या . पर पञ्चदश दिवा मया ।
४ म/ १०५१५३३-४४
पञ्चदश दिवा मया ।
हस्ताक्षर १०५१५३३-४४
म/ १०५१५३३-४४

for the purpose of availing of financial assistance mentioned in clause (vii) hereof the lessor shall before exercising its rights to determine the lessee of the said plot give not there of to the assigned or mortgaged as the case may be and in case the default is not rectified either by the Company or by assignee or the mortgage within a period of notice the said plot or land shall revert to the lessor and the lessee shall have to remove there from at his cost all the buildings structures constructed by him thereon. In case of his failure to do so that the lessor shall have a right to dispose of the said structure and buildings in any way he likes and to refund the proceeds to the lessee after recovering all the sums due to him from the lessee.

COLLECTOR
BHILWARA

(xi) The lessee agrees that the payment of rent in advance for a number of years will not create any right to him in the land which are not granted by this deed or under the Rajasthan Industrial Areas Allotment (Amendment) Rules, 1982.

(xii) The lessee further agrees that the payment of rent in advance for a number of years by him will not effect the right of the lessor to enhance the rent in terms of clause (viii) above.

संयुक्त निदेशक
जिला उद्योग क्षेत्र बीकानेर

5. The cost and expenses incidental to the preparation execution and registration of this lease including stamp duty shall be borne and paid by the lessee

IN WITNESS HERE OF THE PARTIES HEREBY have set their respective hands on the dates mentioned against their signature.

1. Witness

[Signature]
संयुक्त निदेशक

जिला उद्योग क्षेत्र बीकानेर

2. Witness:

For BHILWARA UDYOG

Dated

Partner

Bhilwara Udyog

F-31-62 Riko Ind. Area
BILIYA-Bhilwara

COLLECTOR

1. Signed for BHILWARA behalf of the Governor of the State of Rajasthan.

2. Signed by the said lessee

For BHILWARA SYNTHETICS LTD.

Dated

[Signature]
R.L. NOLKHA
PRESIDENT



333

SCHEDULE

Plot of land measuring

331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Khasra No.

331

332

333

3.13

4.8

1.7

Bigha

Bigha

Bigha

335

336

13 Biswa

1.19 Bigha

Village
Gunwardi

Total 12 Bigha

Plot No. Nil

Rounded on the

North : Agriculture land of M/s Bhilwara Synthetics Limited.

East : Railway Line - Bhilwara - Chittorgarh

South : Existing Plant of M/s Bhilwara Synthetics Limited

West : Main Road - Bhilwara - Chittorgarh

Situated at : Village Gunwardi, District, Bhilwara
(Rajasthan).

For BHILWARA SYNTHETICS LTD.

R.L. NOLKHA
PRESIDENT

COLLECTOR
BHILWARA

संयुक्त निदेशक
जिला उद्योग केंद्र भीलवाड़ा

5