

ORIGINAL

2000/-

0115/2

500 300

2000 2000

49.27

2000 2000

2000 2000

2000 2000

5000 8000

2000 2000

2000 2000

2000 2000

1500/-

2500/-

# LEASE-DEED

## FOR

### HOUSING PLOT NO.137,

### AT GIDC, UMBERGAON

LEASE DEED

THIS INDENTURE OF LEASE made at Vapi this 28<sup>th</sup> day of January, in the year Two thousand Three (2003) between the



Rs (2000=00) Rs. Two thousand only

28 JAN 2003

SUB TREASURY OFFICER  
UNDRAGON

LEASE DEED

THIS INDENTURE OF LEASE made at Vapi, this 28<sup>th</sup> day of January, in the year Two thousand Three (2003) between the



Gujarat Industrial  
Development  
Corporation, a  
corporation

constituted under the Gujarat Industrial Development Act-1962 and having its Head office at Udyog Bhavan Block No. 4, 2nd floor sector No.11, Gandhinagar-382 017, (herein after called "The Lessor" which expression shall unless the context does not so admit, include its successors and assigns) of the one part and (I) **SHRI DILIP C. CHANDAN** residing, at Resi. Plot No.137, GIDC, colony, Umbergaon (herein after called "The Lessee" which expression shall, unless the context does not so admit, include his/their, executors and legal representative/its successors in interest and assign) of the other part.

WHEREAS the Lessor/has in its Industrial Area at Umbergaon, Taluka-Umbergaon, Dist. Valsad (known as Umbergaon Notified Industrial Area), developed land for residential use in the Housing sector (apart from other land meant for Industrial use in the Industrial sector of the same Industrial Area and the Lessor had divided the said land in the Housing Sector into plots meant for use for residential Purpose :

AND WHEREAS by an agreement dtd. 15/1/1980 (hereinafter referred to as the License Agreement, supplementary agreement has been executed on 7/9/2000 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 condition contained in the said agreement, a lease of the plot of land known as *Housing Plot No.137* in Housing Sector of the said Umbergaon Notified Industrial Area, and more particularly described in the schedule thereof.

AND WHERE AS the lessee has agreed that the said land shall be used only for residential purpose.

AND WHEREAS the Lessee having paid of **RS.10,000/-** (Rupees Ten thousand only) which is equivalent to 100% of the allotment price of the said land calculated at **RS.16/- (Rupees sixteen only)** per Sq.mtrs. had requested the Lessor to grant him a lease of the said land and to execute the lease deed in respect of the said land.

AND WHEREAS the Lessor has agreed to enter into these presents in respect of the said land on the understanding that the lessee will comply with all the terms & conditions for the construction work on the said land as set out in the



License Agreement  
and that he shall  
complete the  
construction on

the said land within such period and confirming to such plan as may be required by the lessor and that he will comply with the terms & conditions hereinafter appearing

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

1. In consideration of the sum of **RS.10,000/-**(Rupees Ten thousand only )paid in the manner aforesaid by the lessee to the lessor as full payment of the premium price of the said land and in consideration of the rent hereby reserved and the covenants and agreement on the **15/1/1980** of the lessee hereinafter contained the lessor doth hereby demise unto the lessee all that piece of land contained of Housing **Plot No137** in the Housing sector of the **Umbergaon Notified Industrial Area** and more particularly described in the schedule hereunder written together with all rights, privileges easement, advantages, and appurtenance whatsoever these to minerals in and under the land hereby demised or any part thereof, TO HOLD the land hereby demised (herein referred to as "The demised Premises") to the lessee for the terms of 99 years computed from the **7th** day of **November**, in the year **1979**, subject nevertheless to the provisions of the Bombay land revenue code, **1879**, and the Rules thereunder and paying therefore yearly on or before the **31<sup>st</sup>** day of March, of each year during the said term unto the lessor at the office of the Managing Director or otherwise required the rent of **RS.1/-** (Rupees One only) and also paying therefore the balance of the premium price in the manner hereunder determined.

Provided that at the end of 99 years computed from the date as hereinbefore mentioned the lessee shall have the right to renew this lease for a 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 herein before stipulated by a further sum which shall be 100% of the original sum of rent.:

.....4/



## AND PROVIDED

Further that,  
if the lessee

shall have duly performed

and observed the constant and conditions on the part of the lessee herein contained and at these end of the said period of 99 years but before the expiry of the said period the lessee has given the lessor 3 months previous notice in writing of his desire to have the lease of 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 terms of 99 years with the same convenents 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.

2. THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS :

- (a) That the allotment price of the demised premises consisting of the said land bearing Housing *plot No.137* in the housing sector has been fixed at **RS.10,000/-** (Rupees Ten thousand only) calculated at **RS.16/-** per sq.mtrs. out of the said price the lessee has already paid **RS.10,000/-** (Rupees Ten thousand only) being an amount equal to 100% of the allotment price of the said land.
- (a) Provided that the interest rate would be subject to revision from time to time at the discretion of the lessor and interest would be payable at such revised rates from such dates and in such manner as may be specified by the lessor.
- (b) That in addition, if any outstanding dues, come to light at a later date due to discrepancy in accounts the lessee would be responsible to make good such dues with interest on the lessor furnishing the details of such outstanding dues.
- (c) That under the License Agreement the Lessee has already completed the construction of a building or buildings for providing residential accommodation for himself/themselves and the members of the lessee.
- (d) That no building or building to be constructed and no alteration or addition to any building or construction existing for the time being shall be commenced by the lessee unless and until specification 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 anyother officer to whome the duties and functions of the Executive Engineer may be assigned for his scrutiny and the same have been approved in writing by the Executive Engineer.

...5/-



PROVIDED FURTHER that,  
in the completion of any such  
building or building or  
making any such Alteration

or Addition the Lessee shall observed and conform to the building conditions of the lessor and all byelaws, 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, the no building erection or structure (except a compound wall and steps and grages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.

- (e) That the demised premises shall be enclosed by a compound wall by the lessee at his expenses.
- (f) That if the lessee fails to complete the construction work referred to in sub-clause(d) above within the period specified in that sub-clause, this lease shall stand terminated, unless for sufficient cause the Managing Director of the Lessor allows further time to complete the construction.
- (g) That the lessee will obtain and renew all necessary licence and pay all licence and other fees and cesses and taxes in respect of the demised premises and will observed and performed all local, police and Municipal rules and regulation in connection with the said land and its use.
- (h) That the lessee will pay all existing and future taxes, cesses, rates, assessment and outgoing of every description for the time being payable either by the land lord or by the tenant or by the occupier in respect of the demised premises

....6/

- (i) That throughout the said term the lessee shall at his expenses paint, clean and keep in good and



and the building  
or building or  
other construction  
for the time

being thereon. He will pay the present land revenue assessment of the land leased which does not exceed RS.344/- (Eighty three only) or as may be fixed from time to time per Annum. He will also pay to the Lessor, in the manner determined by the Lessor, service charges, of whatever description (including charges for the supply of water, lessee's share of the expenses of the maintenance of roads and other common facilities and service charged by the lessor. As regard supply of water the lessee shall abide by the conditions laid down in that behalf by the lessor from time to time. Provided that in case any tax, cess rate of assessment is required to be paid by the lessor in respect of the demised premises, the lessee shall pay to the lessor an amount equal to such pay tax, cess, rate or assessment as the case may be.

- (I) That the lessee will not make any excavation upon any part of the demised premises nor remove any stone gravel, clay or earth, therefrom except for the purpose of forming foundation of building or for the purpose of executing any work pursuant to the terms of this lease.
- (J) That the lessee will at his own expense constructed an access road leading from the main road to the demised premises, and having constructed the same will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Engineer.
- (K) That the lessee will observed and conform 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 force for the time being, and that he will provide sufficient latrine accommodation and other sanitary arrangements for the residents of the building and others on the demised premises, in order to keep the demised premises and surrounding clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previos consent in writing of the Executive Engineer permit any labours or workmen to reside upon the demised premises, and in the event of such consent being given shall comply strictly with the terms thereof.
- (L) That throughout the said terms, the lessee shall at his expenses pave, cleanse and keep in good and



substantial repairs and condition (including all usual land necessary internal and external painting, colour and whitewashing) to the satisfaction of the Executive Engineer the building and premises and drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

- (M) That the lessee shall, on a week's previous notice in that behalf, permit the lessor or the Managing Director or the Executive Engineer, and the officers, surveyors, workmen and or others employed by them from time to time, and at all reasonable times of the day during the terms hereby granted, to enter into or upon the demised premises and to inspect the state of repairs thereof, 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 expense in all respects of the lessee.
- (N) That the lessee shall not do or permit anything to be done on the demised premises which may be nuisance, annoyance or disturbance to the owners occupants or residents of other premises in the vicinity.
- (O) That the lessee shall not interfere with or cause damage to the properties of the lessor whether located or inside the premises, such as water supply lines, drainage lines water meter, street lights and such other properties he is found interfering with or causing damage to the properties of the lessor. It would amount to breach of the conditions of the lessee and he would be liable to eviction from the occupied by him, under the provision of the Gujarat Public Premises (Eviction of Unauthorised occupants) Act-1972 or other law for the time inforce, and the lessor will entitle to recover the cost of making good such damage with penalty at it may determine and such amount would be recover as arrears of land revenue.
- (P) That the lessee will construct building or buildings on the demised premises and will use of permit the same to be only for the purpose of residence of himself and the members of the lessee who are employes and/or employers in the Industrial units in the said Industrial Area and matters connected therewith, and shall not use or permit to be used the demised premises or the building or buildings so constructed or any part thereof for any other purpose whatsoever.
- (Q) That the Lessee will keep the buildings erected on the demised premises insured in the name of the lessee against loss or damage by fire, in a sum equivalent to ...8/



the cost of the building  
with any nationalised,  
Insurance company.

- (R) That at the expiration or  
sooner determination of the said term, the lessee will  
quietly deliver to the lessor the demised premises and  
all erections and building 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 condition  
be rein-contained prior to the expiration or  
determination of the said term, to remove and  
appropriate to himself all building, 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 buildings, erections or  
structures may have been removed, after the same is  
levelled and put in good order and conditions to the  
satisfaction of the lessor.

- (S) That the lessee will not directly or indirectly 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 purpose of this covenants, any change in the  
construction of the lessee shall be deemed to be a  
transfer by the lessee of his interest in the demised  
premises in favour of another persons.

Provided that where the lessee is co-operative Housing  
society or a body, corporate, a change in Managing  
committee or Board or Director by whatever name call  
shall deemed to be a change in the constitution of lessee.

Provided further that where the lessee for the purpose of  
constructing a building or buildings on the demised  
premises wishes to obtain loan from a Bank or other  
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  
given subject to the conditions :-

- (i) That such mortgage shall not affect the rights and  
powers of the lessor under this lease deed, and



(ii) That the Lessor before exercising his rights and powers under this lease deed will consult the Bank or, and the case may be, the financial Institution concerned:-

(T) In the event of such transfer, assignment, underletting subletting selling or parting with there shall be delivered by the lessee at his expenses a notice thereof to the Managing Director or such or such officer of the Lessor as the lessor may direct, within twenty days from the date on which the transfer, assignment, undertaking, subletting, selling, or parting with becomes effective whether by registration thereof under the registration Act- 1908 or otherwise.

Provided that in the event of such transfer, assignment, underletting or parting with, fifty percent of the unearned increment that may be accrued to the lessee shall be paid by lessee to the lessor.

Provided further that the unearned increment shall be valued by the Managing Director of the lessor and the decision of the Managing Director will be binding on the lessee.

(U) 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 or recoverable by the lessor from the lessee under these presentation under, the Gujarat Industrial Development Act-1962 and all charges and expenses incurred by the lessor in connection therewith shall be recoverable from the lessee as arrears of land revenue under section 41 of that Act.
4. If the rent hereby recovered or any installment or premium 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 .....10/



whole or any  
part of the demised  
premises and  
thereupon the

terms 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 building or improvements built or carried out on the demised premises or claimed by the lessee on accounts of such buildings or improvements :

Provided always that the power of re-entry hereinbefore contain 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 specific 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.

5. The layout of the Housing sector of the *Umbergaon Notified Industrial Area*, 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 the 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. The terms & conditions of this Lease Deed are supplemental to and in addition to, and not in derogation of the terms & conditions of the Licence Agreement dtd. 15/1/1980 and *supplementary agreement has been executed on 7/9/2000*. Nothing contained in these presents shall be construed as detracting from, or exonerating the lessee from performing, fulfilling and carrying out all the duties, obligations and covenants undertaken and entered into by the lessee with the lessor under the said Licensee Agreement.
7. The terms & conditions of this Deed are in addition to, and not in derogation, of the rights and powers of the lessor and the duties and liabilities of the lessee under the provisions of the Transfer of Property Act-1852 and Gujarat Industrial Development Act-1962 and the rules and regulation made thereunder in so far as they are not inconsistent with these presents.



- 8, The rights, powers and functions etc. of the lessor and / or the Managing Director and/or the Executive Engineer

of the lessor under these presents may be exercised by any officer or servant or agent of the lessor duly authorised by the lessor corporation.

9. If any dispute arise between the lessee and Lessor regarding any matter covered by this deed or regarding the interpretation of any provision of this deed or of the regulations of the Lessor-corporation, it shall be decided by the Managing Director of the Lessor. The decision of the Managing Director shall be final and binding on the lessee unless the lessee makes an appeal to the Lessor Corporation against such decision. In the event of such appeal, the decision of the corporation in appeal shall be final and binding on the Lessee.
10. The stamp duty payable in respect of this deed shall be borne by the Lessee. Registration charges and any other charges or expenses payable in respect of this deed and the duplicate thereof shall also be borne by the lessee. The Lessee shall retain the duplicate of this deed and the original shall remain with the Lessor. The lease deed shall be registered at a place within the state of Gujarat, where such registration is permissible under the provisions of the Registration Act-1908.



SCHEDULE  
(Description of Land)

All that Piece of land Known as Resi. **Plot No.137** in the Housing Sector of the **Umbergaon Notified Industrial area** consisting Revenue survey **Nos.257/1-P** within the village Limits of **Solsumba**, Taluka:**Umbergaon**, District-Valsad, containing by admeasurement **625 sq.mtrs.** or thereabout and bounded as follows, that is to say :

On or towards the North by :	Resi.Plot No.140,
On or towards the South by :	GIDC Road.
On or towards the East by :	Residential Plot No.138
On or towards the West by :	Resi.Plot No.136.

In witness whereof the Lessor has caused **Shri R.B.Desai**, an officer authorized by it, to set his hand and affix the common seal hereto, and the Lessee has hereunto set his hand and seal on the day and year first above written.

SIGNED,SEALED & DELIVERED  
BY **SHRI R.B.Desai**, OFFICER  
OF THE GUJARAT INDUSTRIAL  
DEVELOPMENT CORPORATION,

- Sd -  
Asstt. Manager-(II)  
G.I.D.C., VAPI.

In the presence of.....

1. *Shri L.v. Vaghela*
2. *Shri A.M. Patel*

*Rwaghlul*

*Amh.*

SIGNED,SEALED & DELIVERED  
BY THE ABOVE NAMED LESSEE/  
AUTHORISED OFFICER OF THE  
LESSEE.

*Dilip C Chaudhary*  
(DILPIP C. CHAUDAN)

In the presence of.....

1. *Shri Pravin C. Jain*
2. *T.B. Patel*

*Pravin*

*T.B. Patel*



This is to certify that Shri Dilip  
C. Chandan has allotted Resi. Plot  
No. 137 at Umbergaon Indl. Estate  
party has executed Lease- Deed  
at sub-Registrar office pardi on  
28-1-2003 vide original Receipt  
No. 1004603 (original document- No.  
255) duplicati Receipt No. 1004604  
(duplicati document- No. 256)

Ass't. Manager-(II)  
G.I.D.C., VAPI.

Ass't. Manager-(II)  
G.I.D.C., VAPI.

BY SHRI R.B. DESAI, OFFICER  
OF THE GUJARAT INDUSTRIAL  
DEVELOPMENT CORPORATION.

SIGNED, SEALED & DELIVERED  
BY THE ABOVE NAMED LESSEE  
AUTHORISED OFFICER OF THE  
LESSOR.





TEL. : 30452

**GUJARAT INDUSTRIAL  
DEVELOPMENT CORPORATION**  
(A Govt. of Gujarat Undertaking)

Office of the Regional Manager -  
G.I.D.C. Administrative Office Building,  
Plot No. C-5/101, 1st Floor, G.I.D.C.,  
VAPI - 396 195, Dist. Valsad.

No. GIDC/RM/VPI/PLOT/SHED/ R.PLT:137:TRF:UMG:

8063

Date:

15 SEP 2000

/OFFICE ORDER/

Sub : Transfer of Resi.plot at Umbergaon.

A R.Plot of land No.137 adm.about 625 Sq.Mtr. was allotted to Shri Sureshchandra.G.Nahar in our Umbergaon indl.estate.

The licence agreement was executed on 15.1.80 The licensee had applied to the corpn.for transfer of the said Resi.plot in favour of Shri Dilip.C.Chandan.

Permission for transfer has been given by the Regional Manager, GIDC/Vapi as per letter No.6821/dtd.18.8.2000 The licensee has paid all dues of the corpn.upto 2000-2001. He has also paid the transfer fee at the rate of 10% of value of the land amounting to Rs.18,750/- The supplementary agreement has been executed on 7.9.2000 between the corpn/licensee & Transferree.

The R.Plot now therefore stands transferred in the name of Shri Dilip.C.Chandan. w.e.f. 7.9.2000.

This permission will not be in any case considered as a permission for building bye-laws of the corpn. This transfer order will not be taken in to cognisance as an order for regularisation of unauthorised const. If any unauthorised const. exists on the allotted property said can't be considered as authorised one & it shall be the sole responsibility of the transferree to get such non-violative const.regularised of violative unauthorised const.removed as per the building bye-laws of the corporation.

Regional Manager,  
GIDC/Vapi.

TO...

1. Shri Dilip.C.Chandan.  
Resi.Plot No.137,  
GIDC/Umbergaon.

2. Shri Sugeshbhai.G.Nahar.

R.Plot No. 137,

Head Office : Udyog Bhavan, Block 3, 4, 5, Sector No. 11, 'GH' Road, Gandhinagar - 382011. Tel.: 25813 to 25817

GIDC/Umbergaon.