



LEASE DEED

THIS INDENTURE OF LEASE made at KHEDA on this _ day of FEBUARY in the Christian year TWO THOUSAND ELEVEN;

BY AND BETWEEN

company LIMITED, PARK TEXTILE INTEGRATED incorporated under the Companies Act 1956, having its Registerez Office at Chiripal House, Nr. Shivranjani char Rasta, Satellice Ahmedabad 380015 hereinafter referred to as the "LESSOR" or "THE & COMPANY" (which expression, unless repugnant to the context and meaning thereof, shall include its successors and assigns) of the ONE PART;

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CHIRIPAL POLY FILMS LTD., a company incorporated under the Companies Act 1956, having its registered office at 109, 110 Peninsula Centre, Dr. S.S.Rao Road, Parel, Mumbai 400012, hereinafter referred to as the "LESSEE" (which expression, unless repugnant to the context and meaning thereof, shall include its successors and permitted assigns) of the OTHER PART.

WHEREAS:

- (A) The Lessor has set up an integrated textile park at Village: Bidaj,
 Taluka: Kheda, District: Kheda, in the State of Gujarat known as
 "THE TEXTILE PARK" (more particularly described in
 SCHEDULE-I of this Agreement) to provide common
 Infrastructure and Administrative Facilities for textile units
 proposed in the Textile Park.
- (B) The Lessee has subscribed to the shares of the Lessor on the terms and conditions stipulated in the Subscription Agreement dated Febuary, 2011 (hereinafter referred to as the "SUBSCRIPTION AGREEMENT") and for the purpose of setting up a textile manufacturing unit, requested the Lessor to lease its plot being No. 14 together with rights in common areas situated in the said Textile Park more particularly described in SCHEDULE-II marked / shaded in the site map attached as ANNEXURE-A hereto, (hereinafter referred to as the "DEMISED").
- (C) The Textile Park is aimed at providing Common Infrastructure and Administrative Facilities to its unit holders in the Textile Park which are more particularly mentioned in SCHEDULE-III herein.

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- (D) The Lessee has agreed to pay the charges for Common Infrastructure and Administration Facilities which the Lessor has agreed to provide.
- (E) The Lessor has agreed to convey and demise the said plot to the Lessee by way of lease for setting up a textile manufacturing unit on the terms and conditions mentioned in this Agreement.
- (F) The capitalized terms used but not defined herein, unless the context requires otherwise, shall have the meaning assigned thereto in the Subscription Agreement.

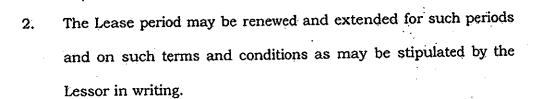
NOW THIS INDENTURE OF LEASE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In the premise and in consideration of the premium of Rs. 1,29,48,210/- (Rupees One Crore Twenty Nine Lacs Forty Eight Thousand Two Hundred Ten Only) paid by the Lessee to the 03/12/2009 Rs. Lessor by a cheque No. 520012 dated 1,29,48,210/- (Rupees One Crore Twenty Nine Lacs Forty Eight Thousand Two Hundred Ten Only) drawn upon IDBI Bank Ltd., C.G. Road Branch, Ahmedabad (the receipt whereof the Lessor doth hereby admit and acknowledge and of and from the same doth hereby acquit, release and exonerate the Leasee forever] and in consideration of the rent reserved and of covenants and conditions on the part of the lessee to be performed as hereinafter contained, the Lessor doth hereby demise all that piece or parcel of the land bearing Block No. 838, 839, 840, 841, 842, 845, 846, 847, 848, 849, 853 & 854 plot No. 14 admeasuring 32806.60 Sq. Mtrs. (39237 sq.yd) situate at the Textile Park in the Sim of

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Village Bidaj, Taluka Kheda, District Kheda, State of Gujarat, together with rights in common areas situated in the said Textile Park more particularly described in Schedule-II and marked / shaded in the site map attached as Annexure-A hereto written and agrees to provide the Infrastructure and Administrative Facilities, together with all rights, privileges, appurtenances and advantages whatsoever relating to the demised premises or usually enjoyed in connection thereto and easement belonging to or pertaining to the said plot, UNTO and to the use of the Lessee for a period of 99 years only commencing from today (the "FIXED PERIOD") (subject however to the right of the Lessor to regulate possession of the Demised Premises as hereinafter provided) yielding and paying to the Lessor, during the Fixed Period, the Monthly Rent at the rate of Re.1 per Sq. Mtrs. of area of the plot aggregating to Rs. 32,807/-.



- 3. During the term of this lease, the Lessee shall pay the Lessor the Monthly rent at the time and in the manner as specified in this lease.
- 4. The Monthly Rent shall be paid by the Lessee and One year deposit and rent of each Quarter in advance, as mentioned in this lease, on or before the tenth day of month (the "DUE DATE"). In the event of failure of the Lessee to pay to the Lessor the Rent on the Due Date, the Lessee shall be liable to pay interest at the rate of 12% per annum or at such other rate as may be notified by the





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Lessor which shall be compounded and shall rests till the date of payment / reimbursement thereof to the Lessor.

- The Lessee agrees, confirms and undertakes that it shall:
 - (i) use the Demised Premises only for the purpose of setting up a Textile factory/BOPP plant and engage in other related activities or activities incidental thereto;
 - (ii) within one month from the date of execution of this

 Lease Deed give in writing the Schedule for construction

 over the said plot as well as intimate in writing regarding

 the time to start the commercial production over the

 said plot;
 - regulations, requirement, licenses, permit, certificate, judgment, decree, order or direction of any government or quasi-governmental authority, agency, department, board, panel or court has been duly complied with and all requisite permissions and authorizations for carrying on its activities in the Demised Premises have been obtained and kept in force and indemnify and keep indemnified the Lessor against consequences of non-compliance with or breach of any of the aforesaid;
 - (iv) permit the Lessor or any authorized person or persons deputed / nominated / authorized by the Lessor at all reasonable times (immediately in case of emergency) to inspect and view the state and condition of the Demised Premises and all cost of such inspection and out-of-pocket expenses shall be borne by the Lesses;
 - (v) not hold the Lessor responsible or liable for any loss or damage suffered by the Lessee or its employees,

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servants, agents, its visitors on account of any theft, fire or other accident in or on the Demised Premises or any part thereof;

(vi) not bring or store in the said Demised Premises any combustible or inflammable materials or any dangerous things except in due course of its business after obtaining proper and necessary license/permit for the same;

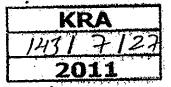


in addition to the Lessee having agreed to pay the charges for Common Infrastructure and Administration Facilities which the Lessor has agreed to provide, it shall also pay proportionate additional infrastructure charges towards capital expenditure of the Textile Park as and when demanded by the Lessor, in the event of such additional capital expenditure towards infrastructure charges having been incurred, since the present cost of such infrastructure charges towards capital expenditure is an estimated cost, which could be increased and could be finalized only at the end of completion of work of infrastructure;

- (viii) during the term of this lease, the Lessee will pay all existing and future taxes, cesses and rates in respect of the demise premises and anything for the time being thereon.
- not use or permit the use of the Demised Premises for any other purpose than for which the Demised Premises is leased and not to do or permit to be done any act which in any way will violate any law, statute, ordinance, code, rule, notification of any governmental or quasi-governmental authority or any other authority;

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- (x) not park any vehicles in any other place other than the designated area allotted to the Lessee within the Textile Park;
- (xi) not hold the Lessor responsible or liable for any losses incurred by the Lessee in the event of the activities / business of the Lessee being impaired / discontinued for any reason whatsoever;
- (xii) ensure that all its employees, representatives, agents, workmen and visitors strictly adhere to and observe the code of conduct prescribed by the Lessor as set out in SCHEDULE IV hereto (the "CODE OF CONDUCT");
- (xiii) not display the name board of the Lessee in any place other than the Demised Premises and in any manner other than as prescribed by the Lessor;
- (xiv) ensure that effluents discharged by the Lessee and processed at the pre/primary treatment stage meet the requirements stipulated by the concerned / relevant authority and applicable laws;
- (xv) pay its share of all the rates, taxes, outgoings and claims as may be levied in respect of the Demised Premises to the panchayat / municipal or other authorities;
- (xvi) not use any part of the Demised Premises for the residence or stay of its workers or any other person without the prior written permission of the Lessor;
- (xvii) not dig open well or bore well in the Demised Premises allotted or to install a plant for captive generation of

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electricity, any activity with this regard be considered a breach of conditions of Lease;

(xviii) not at any time do, cause or permit any nuisance in or upon the said plot and in particular shall not cause, use or permit the Demised Premises to be used for any purpose other than as provided hereunder and for any purpose which may be offensive by reason of emission or odor, effluents, dust, smoke, gas, noise, vibrations or fire hazard, and shall comply with the directions issued by the concerned pollution control board from time to time; (xix) observe and conform to all rules, regulations and byelaws of the local authority concerned or any other applicable statutory regulations in any way relating to public health and sanitation which are in force for the time being;

laws and rules made there under and also any condition which may be imposed by the relevant pollution control board and any other relevant authority in this regard and shall also indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance with any of the provisions, directions or conditions as aforesaid; and

thereof maintain adequate and comprehensive insurance policies in respect of the plant and machinery and all other assets situated on the demised premised whether movable or immovable against the acts of god, fire, riot, war, earthquake, flood, terrorist strikes, etc. and other events of force majeure and shall punctually

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pay the premium in respect thereof from time to time as and when required by the insurance company.

6. DURING THE SUBSISTENCE OF THIS LEASE, THE LESSEE SHALL HAVE RIGHT:

(i)

be entitled to transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of the Lessee's rights or obligations or interest hereunder by way of mortgage, charge, sub-lease, sale or other assignment, encumbrance, conducting arrangement, license or otherwise in any manner part with the possession of the Demised Premises or any part thereof or allow or purport to allow or create any lien, charge or other claim of whatsoever nature on the Demised Premises or any part thereof with the prior written permission of the Lessor which permission shall not be unreasonably withheld;

PROVIDED THAT for any such transfer, assign or disposal of the lease rights, the new member/occupant shall use the demised premise only for the purpose of setting up a Textile factory or Related activities or activities incidental there to.

- (ii) For the purpose of procuring finance from its lenders for acquisition of plant and machinery and equipments, the Lessee shall be entitled to charge its plant and machinery etc. acquired out of the loan exclusively to its lenders.
- (iii) The mortgagee or a charge/ lien holder of the demised premises upon creation of mortgage of charge by the Lessee shall be entitled to exercise their rights as such only on the





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Deed and other Agreements which are part and parcel of the same transaction and subject to the rights of the Lessor.

TERMINATION :



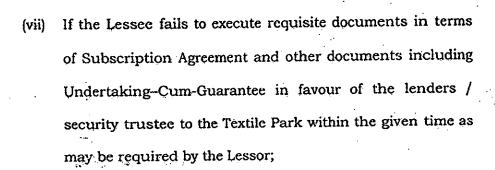
The Lessor shall be entitled, without prejudice to any other right or remedy which the Lessor may have under this Lease or otherwise in law to terminate this Lease, with prior notice of thirty days, at any time after the occurrence of the following event:

- (i) If the Lessee fails or neglects to observe or perform or committs or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this Lease on its part to be observed and performed (other than failure to pay any sum hereunder when due and payable) and if such breach is remediable, fails to remedy the same within reasonable time from the date of notice by the Lessor specifying such default and requiring such default to be remedied;
 - (ii) If the Lessee, being a company, passes any resolution for winding up or allows a petition for winding up presented against it or if a receiver is appointed of the whole or part of the assets, properties or undertaking of the Lessee or compounds with or enters into any composition with its creditors and that the Liquidator / Official Liquidator / receiver shall be entitled to exercise their rights as such in their such capacities only on the terms conditions and covenants contained in the Lease Deed and other

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Agreements which are part and parcel of the same transaction and subject to the rights of the Lessor;

is dissolved or in case the Lessee being an individual is declared insolvent than the persons who becomes entitled to the Demised Premises upon happening of such events shall be entitled to exercise their rights as such in their such capacities only on the terms conditions and covenants contained in the Lease Deed and other Agreements which are part and parcel of the same transaction and subject to the rights of the Lessor;



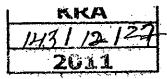
PROVIDED FURTHER THAT the Lessor shall not be entitled to terminate the lease, if the Lessee has remedied the breach of conditions for which 30 days notice has been given by the Lessor.

8. ON THE TERMINATION OF THIS LEASE:

(i) The Lessor shall, without any notice, be entitled to enter upon the Demised Premises and/or evict the Lessee from the Demised Premises and take possession of the same subject to mortgage, charge, lien, etc. created as above and subject to assignment, sub-lease, etc. on the plot as above and the Lessor shall not be responsible for any damage, which may be caused by any such action. For this purpose

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the Lessee irrevocably authorizes the Lessor to remove all the belongings lying in the Demised Premises;

(ii) The Lessor shall have the right to stop and cease provisions of any or all of the utilities like power and water to the Demised Premises and/or take such other actions at its sole discretion;



- (iii) Without prejudice to and in addition to the Lessor's rights provided hereinabove, the Lessor shall also be entitled to recover from the Lessee and the Lessee shall be bound to pay to the Lessor the following amounts:
 - (a) all other sums which have become due and payable by the Lessee under or pursuant to this Lease along with interest calculated at the rate of 12% per annum from the due dates;

9. ARBITRATION

controversy, and claim or breach arising out of or in relation to this Lease include any dispute as to the existence or validity of this Lease, by amicable arrangement, negotiation and/or compromise. Either Party shall send the other Party a notice in writing intimating the other Party of any dispute, controversy, claim or breach as to the existence or validity of this Lease ("DISPUTE NOTICE"). In the event the Parties fail to resolve the same by amicable arrangement, negotiation and/or compromise within a period of thirty days from the receipt of the Dispute Notice, either party may submit the dispute to a

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clauses: The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder for the time being in force, as amended from time to time. The arbitration panel shall consist of a sole arbitrator appointed by both the Parties, or in case of disagreement as to the appointment of the sole arbitrator, to a panel of 3 (three) arbitrators. Each Party to the dispute shall nominate one arbitrator and the two arbitrators so nominated shall appoint a third arbitrator, who shall preside the arbitration proceedings. The venue of arbitration shall be **Gujarat** or such other place as may be agreed to between the Parties in writing.

- (ii) The Arbitrator's award shall be final and binding on all the Parties and shall be substantiated in writing. The Court of Arbitration shall also decide on the costs of the Arbitration proceedings. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent Court of law.
- (iii) It is hereby expressly provided that any breach of duty committed by any of the Parties to this Lease, leading to the termination of this Lease or giving rise to invocation of arbitration proceedings under this Section, shall not be construed as an act of oppression committed by the Party committing such breach on the other Party within the meaning of the Companies Act, 1956.

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10. GOVERNING LAW & JURISDICTION:

This Lease shall be governed in all respects by the laws of India.

Subject to the provisions under this lease, the courts at Gujarat shall have non-exclusive jurisdiction to try all matters arising under this Lease.

11. AMENDMENTS:



Any term of this Lease may be amended only with the mutual written consent of all the Parties.

12. COUNTERPARTS:

This Lease may be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. SEVERABILITY:

If for any reason whatsoever any provision of this Lease is or becomes, or is declared by court of competent jurisdiction to be invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefor, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

14. MISCELLANEOUS:

(i) At the end of the Fixed Period, the lease may be renewed for a further period on similar terms and conditions or on conditions mutually acceptable

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All monies due and payable by the Lessee to the Lessor pursuant to this Lease shall be be paid by cash or at par cheque or bank draft drawn in favour of the Lessor, and shall be so paid as to enable the Lessor to realize at par, the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque / bank draft will be given only on realization thereof by the Lessor or on the due date to which the payment relates, whichever is later.

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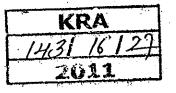
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provided, however, if the due date in respect of any monies payable under or pursuant to this Lease falls on a Saturday or a day which is a bank holiday at the place where the payment is to be made, the immediately preceding working day shall be the due date for such payment

- (iii) It is agreed by and between the parties that the courts / tribunals in shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Lease.
- (iv) Any notice to the Lessee by the Lessor shall be in writing and posted to the Lessee's address given below and for proving service by the Lessor it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice, which is required to be given by the Lessee to the Lessor shall be in writing and sent by registered post A.D. to the address of the Lessor given below.



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In case of the Lessor:

Name:

Vraj Integrated Textile Park Limited

Address:

Chiripal House, Shivranjani Cross Road,

Satellite, Ahmedabad-15

Attn.:

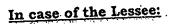
Mr. Vishal S. Pansari

Tel:

9879200105

Fax:

079-26768656



Name:

Chiripal Poly Films Ltd

Address:

14, Vraj Integrated Textile Park Ltd,

N.H. No.-8, Village - Bidaj, Ta. Dis. - Kheda

Attn.:

Rambihari J. Jha.

Tel:

Fax:

079-26768656

performance of any of the obligations of the Lessee hereunder, or the failure of the Lessor to exercise any right or remedy available to the Lessor under this Lease or any failure of the Lessor to require payment from or by the Lessee, when due of any sum owing hereunder, or any extension of credit or any forbearance on the part of the Lessor shall not constitute a waiver by the Lessor of any subsequent or continuing default by the Lessee hereunder nor shall the same prejudice, affect or restrict the rights and powers of the Lessor hereunder. All demands for payments and performance and all notices of non-payment or other default hereunder-are hereby waived by the Lessee.

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shall be capable of variation only in writing by a note of amendment signed by and on behalf of the Lessor and the

15. EFFECTIVENESS:

This Lease is effective from the date of handing over possession of the Demised Premises to the Lessee extended in writing.

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SCHEDULE-I

(DESCRIPTION OF THE TEXTILE PARK)

The Demised Premises situate at Mouje: Bidaj, Taluka: Kheda

and District: Kheda, lands bearing Block Nos. as detailed

hereunder:

Sr.	Block	Total	
No	No.	Area	
1	818	7588	
2	819	7791	
3	820	4553	
	821	1315	
5	822	7802	
6	823	911	
7	824	1821	
8	827	911	
9	829	2023	
10	830	1619	
11	831	1315	
12	832	506	
13	833	5261	
14	836	8093	
15	837	3845	
16	838	2934	
17	839	3642	
18	840	708	
19	841	3743	
20	842	6475	
21	843	2226	
22	844	24686	
23	845	2530	
24	846	5868	
25	847	4350	
	848	5362	
26	849	9409	
27	853	6273	
28	854	17402	
29	855	5969	
30 31	857	14346	
		15176	
32	858	4654	
33	859	4654	
34	860	14113	
35	861 861-P	4704	
36	862	4755	
37	864	7588	
38		4047	
39	865 Total	230968	



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SCHEDULE-II

(DESCRIPTION OF THE DEMISED PREMISES)

The Demised Premises being all that piece and parcel of the non-agricultural plot of land situate at Mouje: Bidaj, Taluka: Kheda and District: Kheda, bearing Plot No. 14 admeasuring 32806.60 Sq. Mtrs. out of the lands bearing Block Nos. 838, 839, 840, 841, 842, 845, 846, 847, 848, 849, 853 & 854 marked by Arrow in the site map attached as Annexure-A as detailed hereunder:

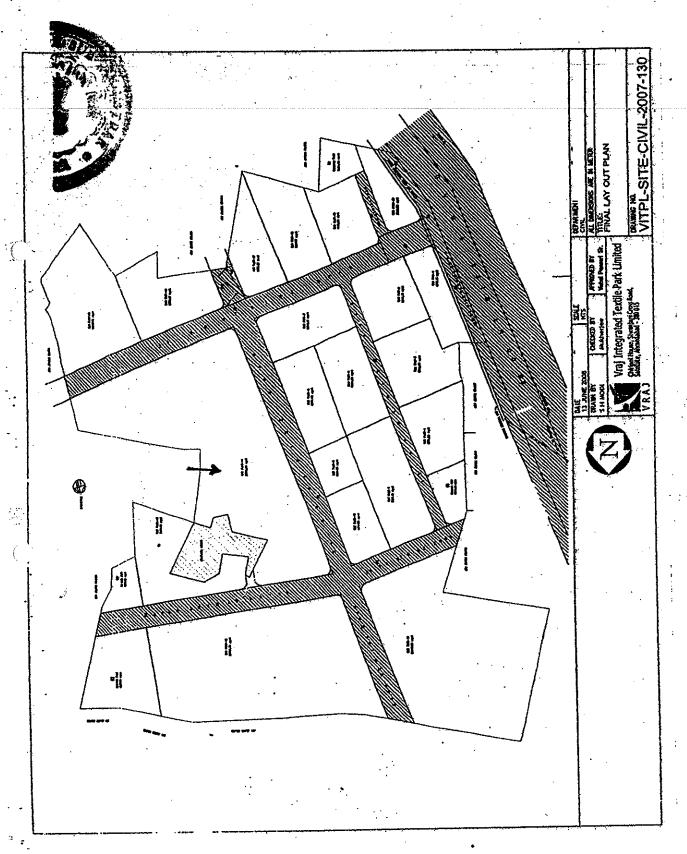
Plot Number	Plot Area (in Sq. Mtrs.)	
14	32806.60	

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SCHEDULE-II
ANNEXURE-A

(SITE MAP)



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SCHEDULE-III

(INFRASTRUCTURE AND ADMINISTRATIVE FACILITIES)

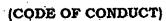
The indicative list of common infrastructure and administrative facilities to be provided by the Lessor is as follows:

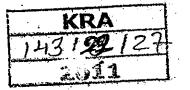
- 1. External Compound wall
- 2. RCC Road
- 3. Gate Complex
- 4. Fire Fighting Line
- 5. -Water Supply Line
- 6. Sewage Line
- 7. Recycle Water Line
- 8. Street Light
- 9. Rain Water Harvesting Pit
- 10. Pump Room
- 11. Storm Water Drain
- 12. Site Grading
- 13. Over-head Tank
- 14. Underground Tank

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All occupants of the Park are required to adhere to the Laws of Land relating to the following areas:

- (a) Labour
- (b) Taxes & Fiscal
- (c) Municipal & Town Planning

Occupants are required to follow the Best Practices in environment management laid out by the state & central pollution control board and as specified by the service providers of Common Effluent Treatment Plant (CEPT)

Preventive and Proactive House Keeping practices are expected from the Textile Park occupants to ensure a healthy environment at work place

Cordial relationship amongst Park occupants will be maintained to ensure smooth functioning of the Textile Park.

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IN WITNESS WHEREOF the Lessor and the Lessee have set their respective hands to these presents and a duplicate thereof and the Lessor and the Lessee have caused the same to be executed in a manner appearing hereinafter, on the day and year first hereinabove written.

SIGNED AND DELIVERED by the

within named Lessor Vraj
Integrated Textile Park Limited by
Mr. Vishal Sureshbhai Pansari its
authorized signatory in the
presence of:

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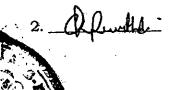
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within named Lessee Chiripal Poly
Films Ltd., by Rambihari J. Jha
its authorized signatory in the
presence of:

Rogio

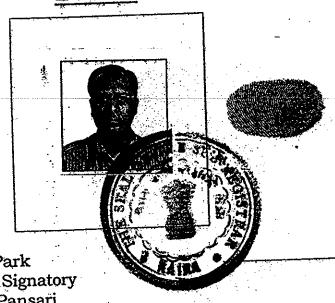
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SCHEDULE AS PER SECTION {32/A} OF THE REGISTRATION ACT

Lessor



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Vraj Integrated Textile Park Through its Authorised Signatory Mr. Vishal Sureshbhai Pansari

Lessee





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Chiripal Poly Films Ltd.
Through its Authorised Signatory
Mr. Rambihari J. Jha.

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Serial No. 143

Presented of the office of the Sub-Registrar of

S.R.O - KHEDA

Between the hour of

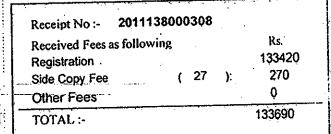
16 to 17 on Date

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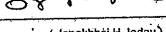




Chiripal Poly Films Ltd.Through its Authorised Signatory Mr.Rambihari J.Jha







' (Janakbhai H Jadav) Sub Registrar S.R.O - KHEDA (Janakbhai H Jadav)

Sub Registrar S.R.O - KHEDA

Si.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing 1.000	Vraj Integrated Textile Park Through its Authorised Signatory Mr.Vishal Sureshbhai Pansari Chiripal House,Satelite,Ahmedabad	37			ويتر ^ا
Claiming		• •	*******	•	•

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Chiripal Poly Films Ltd.Through its Authorised Signatory Mr.Rambihari J.Jha 109,110,Peninsula Center,Dr.S.S.Rao Road,Parel Mumbai 43



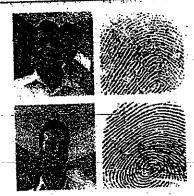
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Executing Party admits execution

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1 Jayantibhai T.Solahki 55,B,Jayshri Soc.,Ishanpur,Ahmedabad

2 Chandravirsinh K.Rathod 54. Vivekanand Soc., Modasa



Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

Date

15 Month February -2011

Janakbhai H Jadav

Sub Registrar S.R.O - KHEDA

Photoid proof has been received of Executing, Claiming and Identifier Party

Date

15/02/2011

(Janakbhai H Jadav) Sub Registrar S.R.O - KHEDA