

HDFC BANK LTD.  
NAVRANGPURA  
AHMEDABAD

भारत 19060 186899

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GUJ/SOS/AUTH/AV/67/2006

19060/186899  
19061/132898

Serial No. \_\_\_\_\_ Date 10-03-17

Name SPICEE Meters Ltd.

& Address E-566 Sanand-II Industrial Estate, Sanand, Ahmedabad.

Value Rs. 91,00,000 + 51,50,100 = 1,50,50,100

(Words) one crore fifty lacs, fifty thousand one hundred

HDFC BANK LTD. (NAVRANGPURA

LIC NO: GUJ/SOS/AUTH/AV/67/2006

SECURE METERS LTD.

Authorised Signatory

LEASE DEED



THIS INDENTURE OF LEASE made at Sanand II on the 21st day of the Month March of the year **Two thousand Seventeen** between the Gujarat Industrial Development Corporation, a Corporation constituted under provisions of Gujarat Industrial Development Act- 1962 and having its Head Office at Udyog Bhavan, Sector-11, Gandhinagar (hereinafter called "the Lessor" which expression shall, unless the context does not so admit, include its successors and assignees) of the first part and **M/s. Secure Meters Limited, Plot No. E-566, Sanand-II Industrial Estate, Dist. Ahmedabad**, Residing at **Ahmedabad** a firm / company registered under Company Act., consisting off following Directors.

Sr No	Name and Address of Directors	Percentage Of Share holdings
1	Mr. Sanjaya Singhal	48.45%
2	Mrs. Nandita Singhal	21.73%
3	Mr. Suket Singhal	11.21%
4	Mr. Ananya Singhal	11.21%
5.	Other Minority	7.40%

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And having its registered office at **E-Class Pratapnagar Industrial Area, Udaipur, Rajasthan-313003** (hereinafter called the "Lessee" which expression shall, unless the context does not so admit include his heirs, executors legal representatives/its successors in business and assignees) of the other part.

Whereas by an agreement **Dtd.12/09/2016**, and supplementary Agreement executed on **Dtd. 12/09/2016** (hereinafter referred to as "the License Agreement") made between the Lessor of the first 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 obligations and conditions contained in the said agreement, a Lease of Plot No. **E-566 at Sanand-II, Industrial estate/area** and more particularly described in the schedule thereof.

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And whereas the Lessee, having paid a sum of **Rs.30,56,41,258/- (Rupees Thirty Crores fifty six Lacs forty one thousand two hundred fifty eighty only)** calculated at **Rs.3600.00** per sq.mtr. plus frontage charges at the **Rs. 5% i.e. Rs 180** (upto 50,000 Sq Mt + **Rs 15** above 50,000Sq Mt) Per Sq .mtrs. over the price of **81143.59** Sq mtr which is equivalent to **100 %** of the allotment price of the Plot **No.E-566** has requested the Lessor to grant him a lease of the said plot **No.E-566** and to execute the Lease Deed in respect of the said plot.

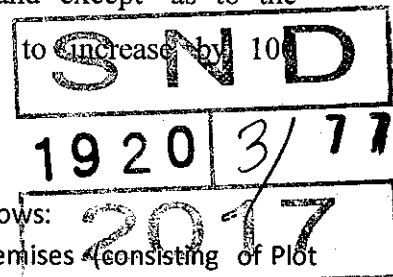
And whereas the Lessor has decided to enter into these presents in respect of Plot **No.E-566** land on the understanding that the Lessee will comply with all the terms and conditions for the construction work on the said plot as set out in the License Agreement and that, he shall have to complete the 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.

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

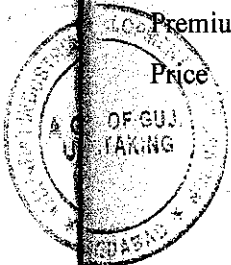
- 1) In consideration of the sum of **Rs.30,56,41,258/- (Rupees Thirty Crores fifty six Lacs forty one thousand two hundred fifty eight only)** paid in the manner aforesaid by the Lessee to the Lessor as part/ full payment of the allotment price / premium price of plot **No. E 566** and in consideration of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor both hereby demise up to the Lessee all the piece of land consisting of **Plot No.E-566** in the **Sanand-II**, industrial estate and more particularly described in the schedule hereunder written TOGETHER WITH all rights, privileges, easements advantages and appurtenances whatsoever thereto belonging EXCEPT AND RESERVING unto 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 12th day of the month **July** of the Two thousand **Sixteen** subject nevertheless to the provisions of the Bombay Land Revenue Code, 1879, and the rules hereunder Paying Therefore yearly on or before the 5th day of October of each year during the said term unto the Lesser at the Office of the Managing Director or as otherwise required to pay the rent of **Rs.97/- (Rupees Ninety seven only)** per annum and also paying therefore the balance of the premium price in the manner hereinafter determined, provided that at the end of 99 years computed from the date as hereinbefore mentioned the Lesser shall have the right to renew this

[Signatures]

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 hereinbefore stipulated by a further sum which shall be 100 percent of the original sum of 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 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 dossier 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 10 percent as stipulated above.



To Pay  
Balance  
Premium

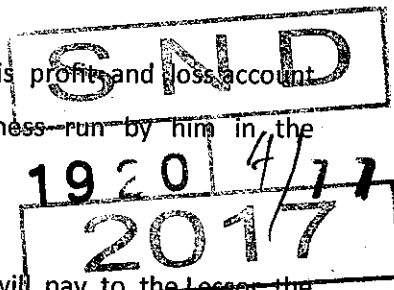


- (2) The Lessee hereby covenants with the Lessor as follows:
- (a) The premium price of the demised premises (consisting of Plot No.E-566) has been fixed at Rs.30,56,41,258.00 (Rupees Thirty Crores fifty six Lacs forty one Thousand two hundred fifty eighty only), calculated at Rs.3600.00 per sq.mtr. plus frontage charges at the rate of 5% i.e. Rs 180/- (upto 50,000 Sq Mt plus Rs 15 above 50,000 Sq Mt) per Sq Mt over the price of 81143.59 Sq Mtr out of the said price, the Lessee has already paid Rs 30,56,41,258/- (Rupees Thirty Crore Fifty Six lakhs Forty One Thousand Two Hundred Fifty Eight Only) being an amount equal to 100% percent of the premium price of the said plot.
- (i) The interest rate would be subject to revision from time to time at the discretion of the Corporation and interest would be payable at such revised rates from such dates as may be specified by the Corporation.
- (ii) 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 to the Lessor furnishing the details of such outstanding dues.
- (iii) 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 the Lessor interest at 3 percent above the normal rate of interest per annum, until the entire amount payable under this clause is paid by the Lessee to the Lessor.
- (iv) The Lessee will, in each year within two months from the expiry of his

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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.



To Pay Rent

(b) That during the term of this Lease, the Lessee will ~~pay to the Lessor the~~ rent hereby revised at the time and in the manner aforesaid.

Time Limit  
for

Completing

Construction

Strike Off

If Not

Applicable

(c) That under the License Agreement the Lessee has already commenced the construction of a building to be used as a factory for **Mfg. of Electronics Energy Meters & Accessories and Electronics Smarts Energy Meters & Accessories**, now the Lessee will, within a period of two years from the date of the License Agreement completed, the construction of the said building at his own 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 Factories Act, so as to make the building fit for occupation as a factory for the aforesaid purpose.

Strike off if  
the area of  
plot is less  
than 20,000  
Sq Mtrs

The area of the plot allotted to the Lessee being 81,143.59 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 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 the project of the Lessee within a period of ten years from the date of the License Agreement.
- (ii) It shall be open to the Lessor to review the progress as per draft.
- (iii) While utilizing a part of the plot for the construction of a building as aforesaid and retaining the remaining part of the plot for future expansion the part to be utilized for the construction of the building shall be 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  
in 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's 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

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such building or erection or making any such alteration or addition on the Lessor and all bye 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 or 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 own expense In every respect.

#### Effect of

failure to  
complete  
construction  
within time  
to obtain  
licenses etc.

(f) That if the Lessee fails to complete the construction work referred to in sub- clause ( c )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 if the Lessee will obtain and renew all necessary licenses and pay all licenses and other fees and other cesses and taxes in respect of the demised premises by reason of their being used for the purpose and /or / any of them and to observe and perform all local police and municipal rules regulations in connection with such use.

To Pay Rate  
GU  
UN  
Taxes  
Charges Etc.

(h) That he will pay existing and future taxes, cesses, rates assessments and Outgoings of every description for the time being payable either by land lord 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.3,00,231.00** per annum or as may be fixed from time to time. 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 expenses of 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 a tax, cess, rate or assessment as is required to be paid by the Lessor in request 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.

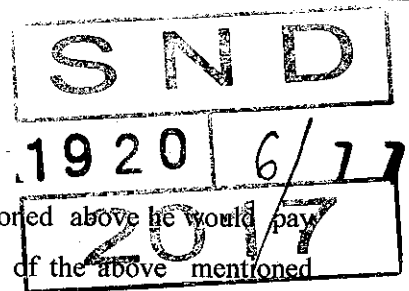
The Lessee shall consume water for his unit at following rate From year to year:

Year	Consumption per day (Litres)
1 <sup>st</sup> Year	70 KLD for Domestic per day.
2 <sup>nd</sup> Year	-do-
3 <sup>rd</sup> Year	-do-
Onwards.	-----

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Even if 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, and if demand is more than 50,000 liters/day the payment for minimum charges for 70% of the demanded quantity shall commence from the date of commencement of actual consumption of water from the date on which the utilization period for plot/shed is over as under from the date of allotment.

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

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 failure to pay the minimum charges, the Licensee /Lessee shall be liable to the actions including Termination of Agreement and subsequent steps.

Not to  
Excavate

- (i) That he will not make any excavation upon any part of the demised premises not remove any stone, sand, graves, 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.

Access Road

- (j) That the Lessee having at 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 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 conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way Relating to public health and sanitation in force for 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 premises 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 premises and in the event of such consent being given shall comply strictly with the terms thereof.

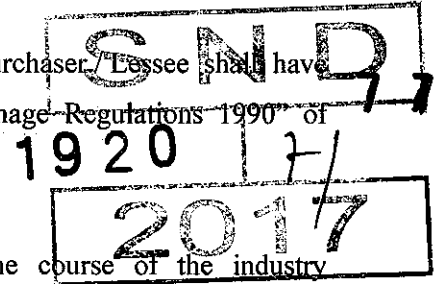
Failure on the part of the licensee /purchaser/lessee to comply with the provision Of any law regarding disposal of industrial effluent shall entitle the Corporation disconnect water supply to the licensee/ purchaser/ lessee and to resume the possession of land. The Licensee/ purchaser/ lessee shall have to take Drainage connection when intimated by the Corporation and shall have to pay all the necessary amount towards capital amount recovery and shall have to pay regular drainage cess as fixed by the Corporation from time to

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time. While drainage connection, the Licensee / Purchaser / Lessee shall have to comply with all regulations contained in "Drainage Regulations 1990" of G.I.D.C.



As regards the industrial effluent produced in the course of the industry carried on the said land and license shall be treated the effluent to the standards of NOC/Consent of the 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 precisions shall be entitled the Licensor to disconnect power / water supply to the licensee and to resume the possession of land. The Licensee shall have to take Drainage connection when intimated by the Corporation and shall have to pay all the necessary amounts towards capital amount recovery and shall have to pay regular drainage cess. While taking drainage connection, the Licensee shall have to comply all regulations covered under "Drainage Regulations 1990" of GIDCs.

"He /Licensee / Lessee shall not start production activity in the allotted plot / shed unless and until it has effectively and completely complied with the Pollution Control measures required to be undertaken by him/ Licensee/ Lessee under any permission which may have been granted by the GPCB. And if he/ Licensee/ Lessee without complying with the pollution measures start or continue with their industrial activity, the Licensor/ Lessor shall be duty bound to disconnect electricity supply and water of the Licensee's unit even without prior notice."

Compliance  
with Laws

(kk) The Lessee shall comply with all laws (including with Acts, with laws. Rules, Regulations or orders) passed, made or issued by te Govt. of Gujarat or by the Govt. of India from time to time, relating to the business of industry carried on by the Lessee or having a bearing on the same. The Lessee shall in particular, comply with observe and according to laws on the subject of ecology and environment, like the water (Prevention & Control of Pollution) chess Act, 1974, the air (Prevention & Control of Pollution) Act, 1981 and water (Prevention & Control of Pollution) cess Act, 1977, and the environment (protection) Act, 1986. The fact of the Lessor assisting the Lessee in the matter of supplying or providing amenities or facilities like water, sewage, 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 of 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 top have been absolved from liability under the relevant or concerned law, nor shall it make the Lessor or any of the servants or agents liable for

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any non compliance, non-observance or breach of any such law.

Provision of  
Services  
Amenities,  
Facilities

(kkk) The Lessee shall be free from to obtain any services amenity of services or facility like water, drainage, electricity etc. directly from the concerned agency, like the local body Electricity Board etc. In case the Lessor makes the arrangements for procuring or supplying service, etc. for the benefit of and on behalf of the Lessee avails of the same, it shall 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, in-sufficiency or failure in supply of such amenity, facility or service nor shall the Lessee be deemed to be a consumer qua the Lessor in respect of the same, within the meaning of the provisions of the consumer protection Act -1986.

Failure on the part of the licensee / purchaser / lessee to comply with the provision of any law regarding disposal of industrial effluent shall entitle the Corporation to disconnect water supply to the Licensee / purchaser / lessee and to resume the possession of land. The Licensee / Purchaser / Lessee shall have to take Drainage connection when intimated by the Corporation and shall have to pay all the necessary amount towards capital amount recovery and shall have to pay regular drainage cess as fixed by the Corporation from time to time. While drainage connection, the Licensee/ Purchaser / Lessee shall have to comply with all regulations contained in "Drainage Regulations 1990" of G.I.D.C.

Fire Fighter  
Services

The Corporation may provide fire fighter services in some of the the Estates as an amenity. In case of non provision or any Services.delay or non availability of fire fighter at the time or fire, the Licensee / Purchaser/ Lessee will not claim any losses / damages due to this.

To Repair

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

To Enter and  
Inspect

(m) That he shall, on a week's previous notice in that behalf, permit and to the Lessor or the Managing Director or the Executive Engineer, and the Officers, Surveyors, Workmen and /or other staff employed by them, from time to time and at all reasonable times of the day during the term hereby granted, to enter into or upon such demised premises and to inspect the state of repairs thereof and it upon such inspection, it shall appear that any repairs are necessary they or any of them may by notice to the Lessee call upon "

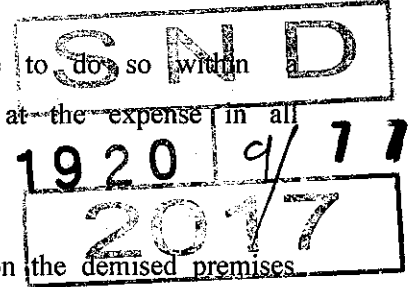
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him to execute the repairs and upon his failure to do so within reasonable time the Lessor may execute them at the expense in all respects of the Lessee.



Nuisance

(n) That he shall not do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity. That he shall not interfere or cause damage to the properties belonging to 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 of the condition of the Lease and he would be liable to be evicted from the premises occupied by him under provisions of the Gujarat Public Premises (Eviction of unauthorized Occupants Act, 1972) or any other law for the time in force and Lessor will be entitled 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

User

(o) That he will use the demised premises only for the purpose of **Mfg. of Electronics Energy Meters & Accessories and Electronics Smart Energy Meters & Accessories**, and matters connected therewith and shall not use the demised Premises or any 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 a factory or any industry which by reason of emission of odor, 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.

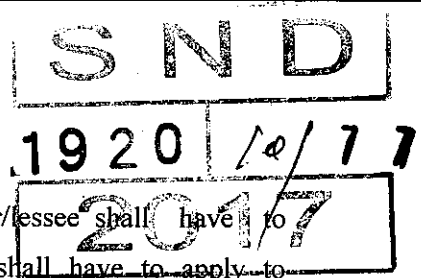
Delivery of Possession after Expiration

(q) That at the expiration, or sooner determination of said term, the Lessee will quietly deliver to the Lessor the demised premises 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, erection 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 leveled and put in good order and condition to the satisfaction of the Lessor.

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Power  
Supply

- (1) For obtaining power supply, concern Licensee/Purchaser/Lessee shall have to apply to the power supply authorities in prescribed shall have to apply to the power supply authorities in prescribed receipt of estimate and power, Corporation will not be responsible for timely receipt of estimate for power.
- (2) Licensee/ Purchaser/ Lessee has to complete formalities signing Agreement, payments 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 before release of connection.
- (3) High tension power consumer having power demand in excess of 500 KVA & of specific requirements shall have to make separate feeder at his cost.
- (4) Full cost of high tension or low tension line both end cost of feeder and sending equipment's as the case may be is to be borne by consumer. No reimbursement or cost sharing is admissible to high tension or low tension power consumer. For extension of load at a future date, full cost is to be borne by the consumer.
- (5) The supply of voltage and source of power supply shall be decided by the power supply authority for the customer having power demand in excess of 2400 KVA.
- (6) Licensee/ Purchaser/ Lessee is liable to pay for cost of land occupied for corridor for lying electric circuit for power supply, as per the site condition and the prevalent policy of the corporation.
- (7) Licensee/ Purchaser/ Lessee has to pay for cost of augmentation of sub-station on his pro-rate demand basis and at the rate and policy prevalent in the corporation.
- (8) Customer can not seek relief of deferment 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 its Board of Directors or 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 to obtained loan from a bank or other financial institutions by mortgaging his lease hold 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:
- (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 under the Lease

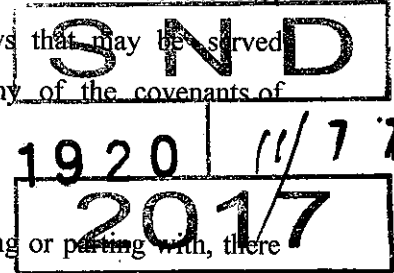
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Deed will consult the bank or as the case may be the financial institution concerned.

- (c) The Lessor will send to the said financial institutions concerned as the case may be a copy of the notice of not less than 90 days that may be served upon the Lessee for rectification of the breach of any of the covenants of the said deed.



Assignment  
to be  
registered  
with Lessor

- (s) In the event of such transfer, assignment, under letting or parting with, there shall be delivered by the Lessee at his own expense a notice thereof to the Managing Directors or such Officers 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 of the unearned increment that may be accrued to the Lessee shall be paid by the Lessee to the 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 will be binding on the Lessee.

Notice In  
Case of  
Death Etc

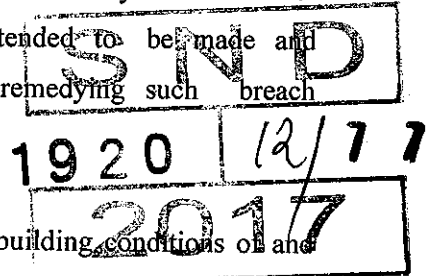
- (t) In the event of death, insolvency or liquidation of the Lessee the person in whom the title shall vest on account thereof of death etc. shall cause notice thereof to be given to the Lessor within One month from the date of such vesting.

Sums  
payable by  
Lessee  
recoverable  
as arrears of  
land revenue  
Breach of  
covenants

3. All sums payable by the Lessee to the Lessor under these presents by and recoverable by the Lessor from the Lessee under these presents and under the Gujarat Industrial Development Act, 1962, and all charges and land revenue expenses incurred by the Lessor in connection therewith shall be recovered from the Lessee as arrears of land revenue under section-28B or, as the case may be, section-41 of that Act.
4. If the said rent hereby reserved or any installment of 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 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 THAT that the power of re-entry hereinbefore 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

*W. Patel* *W. Patel* *[Signature]*

his intention to enter and of the specific breach or any 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 within three months after the giving of such notice.



Attention of  
Estate Rules

5. The layout of the Sanand-II, 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 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.



Allotment  
Letter and  
Marginal  
Notes

6. The Lessor had issued, in respect of the demised premises an allotment letter & margin letter No.982Dtd.12/07/2016, and subsequent final transfer order number \_\_\_\_ Dated \_\_\_\_ the terms and conditions of said allotment as well as final transfer order will form part of this agreement / lease The marginal notes do not form part of Lease and shall not be referred to for construction or interpretation thereof.



Stamp Duty \*  
Strike off  
where not  
applicable

7. The stamp duty and registration charges payable in respect of this indenture and the duplicate thereof shall be borne by the Lessee. The Lessee shall retain duplicate of this indenture and 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 permissible under the provisions of the Indian Registration Act.

The Stamp Duty payable in respect of this instrument has been exempted by Government vide Revenue Department order No.GHM : 77 : 547 : M : STP : 1477 : Con : 6934-H dated 17-11-1977 published in extraordinary Gazette Vol., XVII dated 17-11-1977 read with Govt. Revenue Department Order No.GHM: 78 : 147 : M : STP: 1477 : Con.; 6934-H dated 27-4-1978.

OR

The Stamp duty is exempted for the plots/sheds allotted during the period from 01-11-1977 to 31-03-1987 if there is no change in constitution has taken place.

Implementati  
on of New  
Employment  
Policy

8. The party of the Second part/ the Lessee shall have to station fill up at least 85% posts by local persons in their industrial unit and for Manager and Supervisory cadres at least 60% posts are to be filled up by local persons. The expression 'local person' shall mean a person domiciled in Gujarat State for minimum 15 years shall be considered as local person.

9. That he shall have to pay at a time an amount equal to 1% per year of the total value of land leased at prevailing allotment prices of the estate for the period for which the lease hold rights are to be mortgaged in favour of financial institutions for securing the financial assistance / loan to

*Handwritten signatures and initials at the bottom of the page.*

be obtained by other associated units of the Lessee situated outside by GIDC estate.

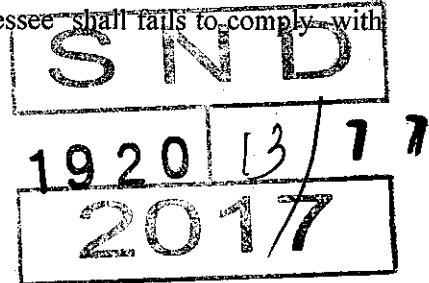
Environment 10.

/Pollution

Clearance

The Lessee shall have to obtain clear cut NOC/ consent from GPCB

- (a) The Lessee shall have to strictly observed the terms & conditions as laid down by GPCB, Green Environment Society, GIDC, AMC, Guj. Ind. Waste Management Co. Ltd. Etc. and bound to pay any contribution as demanded by the said authorities from time to time.
- (b) The Lessee shall not charge his product later on without prior approval of GIDC / GPCB.
- (c) The water supply will be disconnected if the Lessee shall fails to comply with any of above conditions.



*12/12/17*

*13/12/17*

*14/12/17*

**SCHEDULE**  
**(Description of Land)**

<b>SND</b>	
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ALL THAT piece of land known as Plot No.E-566 in the Sanand-II, Industrial Zone consisting of Revenue Survey No.268/P, 292/P, 293 to 298, 299/P, 338/P, 339/P, 352/P, 354/P, 355/P, 591/P City Survey No. \_\_\_ within the village limits of Hirapur, Taluka Sanand District Ahmedabad containing by admeasurements 83260.59 Sq.Mt.

- 2117.00 Sq. Mt

**81143.59 Sq Mt (Total Area)**

hereabout and bounded as follows, that is to say :

- On or towards the North by : Plot No.E-567/1,
- On or towards the South by : Plot No.E-565,
- On or towards the East by : 20.00 Mtrs. U.T. Corridor,
- On or towards the West by : 45.00 Mtrs Road,

IN WITNESS WHERE OF the Lessor has caused Smt. Krutiben Maniyar, Regional Manager, an Officer authorized by it, to set his/her hand and affix the common seal hereto and the Lessee has hereinto set his/her hand and seal on the day and year first above written.

Signed, Sealed And Delivered  
by Smt. Krutiben Maniyar,

  
**Regional Manager**  
**G.I.D.C., Ahmedabad**

Officer of the Gujarat  
Industrial Development Corporation  
In the presence of :

Name K. S. Chavda

Signature  
(Full name in block letters)

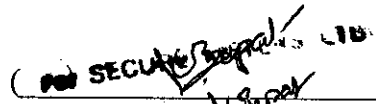
K. S. Chavda

Signature H. S. P. ...  
(Full name in block letters)

H. S. P. ...

**SIGNED, SEALED AND DELIVERED BY**

The above named Lessee  
In the presence of :

  
Signature [Signature]  
Authorized Signatory

(Full Name in Block Letters)

Signature Umang M. Trivedi  
(Full name in block letters)

Umang M. Trivedi

Signature DHIRAJ TAT  
(Full name in block letters)

DHIRAJ TAT

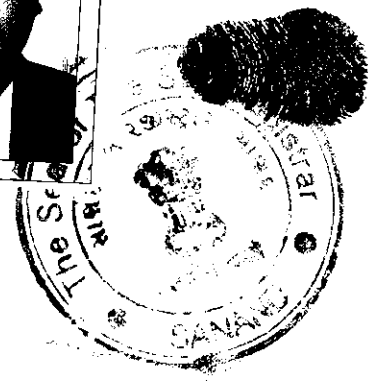
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Regional Manager  
G.I.D.C., Ahmedabad



FOR SECURE METERS LTD  
Authorized Signatory





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21/03/17 1:33:24 pm

Version:1.1.2016.18

Serial No. **1920**

Presented of the office of the Sub-Registrar of

S.R.O - Sanand Between the hour of

13 to 14 on Date **21/03/2017**Receipt No :- **2017029004600**

Received Fees as following

Rs.

Registration

3071430

Side Copy Fee

( 157 ):

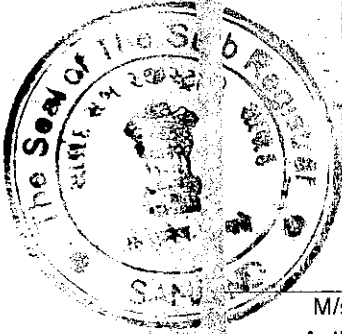
1570

Other Fees

0

TOTAL :-

3073000

**K Bapat**M/s. Secure Meters Limited, through its  
Authorised Signatory Kedar Vasant Bapat

(ઇ.સ.વહીરા)

Sub Registrar  
S.R.O - Sanand

HDFC Bank, Ahmedabad

D.D.No- 184856

Dated - 10-03-2017

(ઇ.સ.વહીરા)

Sub Registrar  
S.R.O - Sanand

Parshottambhai D Vankar, Service, GIDC, Ahmedabad

જાઓ દસ્તાવેજ કરી આપનાર, Gujarat Industrial Development Corporation Through Its R.M.

Kruti Maniyar, Service ઉંમર/વર્ષ 0.00ના કુલમુખત્યાર છે.

મેઓ એ દસ્તાવેજ કરી આપવાનું સ્વીકારેછે

ઇ.સ.વહીરા

Sub Registrar  
S.R.O - Sanand

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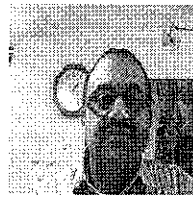
S.No	Party Name and Address	Age	Photograph	Thumb Impression	Signature
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aiming

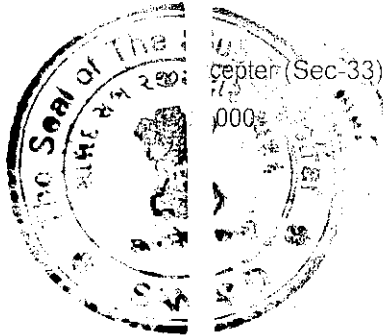
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M/s. Secure Meters Limited,  
through its Authorised Signatory  
Kedar Vasant Bapat  
Plot No- E-566, Sanand - II,  
Industrial Estate Dist- Ahmedabad

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*Kedar Vasant Bapat*



ceptor (Sec-33)

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Parshootambhai D Vankar  
GIDC, Ahmedabad

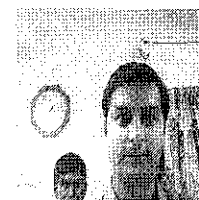
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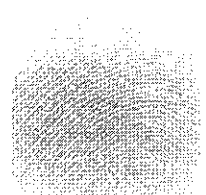
*Parshootambhai D Vankar*

Executing Party  
admits execution

1 Umangkumar Bholanath Trivedi  
14, Vrundavan Park soc,  
Sector - 22, Gandhinagar



2 Dhiraj Tak  
59, Tulsi Nagar,  
Behind Sai Baba Temple,  
Hiran Magri Sector - 5  
Udaipur  
Rajasthan - 313001



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

1. *Umang. B. Trivedi*

2. *Dhiraj Tak*

Date 21 Month March -2017

*[Signature]*

Sub Registrar  
S.R.O - Sanand

21/03/17 1:34:22 pm

Version:1.1.2016.18

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2017

Received Copies of Certified Evidence of Seller , Buyer and  
Identifiers of Document

Date 21/03/2017



( ઇ.સ. વ્હોરા )  
Sub Registrar  
S.R.O - Sanand

આ લેખ સાથે એક બીજા પ્રત અનુ. નં. 1923 થી નોંધવા રજુ થયેલ છે.

ઇ.સ. વ્હોરા  
Sub-Registrar  
S.R.O - Sanand

મોંદેલી સીમે જીપાન્ટ કાર્ક 2  
રજુ પાડેલ લેઈ પ્રેસીંગ.

સબ રજીસ્ટ્રાર, સાપાંદ

ડીપાન્ટ કાર્ક 2 ની સ્થા  
(મો.સી.) રજુ પાડેલ પ્રત  
જીપાન્ટ કાર્ક લેઈ.

સબ રજીસ્ટ્રાર, સાપાંદ

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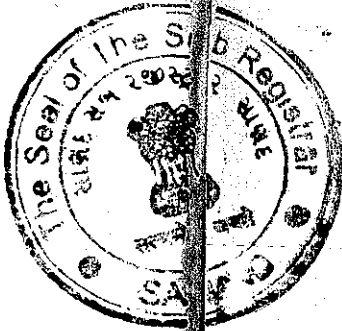
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Book No.

1920

Registered No.

Date : 01/04/2017



↑ *[Signature]*

( ઇ.સ.વ્હોરા )  
Sub Registrar  
S.R.O - Sanand

