

- : SUPPLEMENTARY AGREEMENT : -

This Agreement made On 14/6/2006 between Gujarat Industrial Development Corporation (hereinafter referred to as 'the Corporation') of the first part M/s. Veekayam Textile Mills Pvt. Ltd having its principal place of business at GIDC, Umbergaon (hereinafter referred to as 'Transferee') of the second part and M/s. Swan Beausies Pvt Ltd having its principal place of business at GIDC, Umbergaon (hereinafter referred to as 'Licensee/Hirer' of the third part.

WHEREAS Ind. Plot No 297 Situated in Umbergaon Industrial Area of the Corporation having been allotted to the Licensee/Hirer. The Licensee Hirer has executed on 16.6.1983 an agreement (hereinafter referred to as the 'Licensee Agreement Hirer purchased Agreement') and has occupied the same plot/shed on the terms and conditions specified in the same Agreement. And whereas with previous consent of the Corporation, the Hirer/ Licensee has transferred his interest in the said Plot of the transferee.

AND WHEREAS the Corporation has given the aforesaid Consent on condition that the transferee executed an Agreement with the Corporation accreting the terms and Conditions of the Licence Agreement/Hirer purchased Agreement in addition to Modifications appearing hereinafter.

Now, therefore it is hereby agreed by and between the Parties hereto as under :-

- 1) The transferee, as successors in business of the Agreement/Hirer the said terms and conditions alongwith a modified Sr. No.3.
- 2) With effect from 14-6-2006 the rights and liabilities of the Licensee/ Hirer under the license agreement/hirer purchased Agreement and the modified conditions stated above shall be the rights and liabilities of the transferee and the licence Agreement/Hirer purchased Agreement shall be read and construed as if for the words Kils. Veekayam Textile Mills Pvt. Ltd and Swan Beaches P. Ltd were substituted.
- 3) The Transferee shall pay to the corporation the outstanding capital value of Rs. ₹ with the interest at the rate of 15 % The repayment will be made by transfers quarterly installments, each installments being of Rs. as per book The first installment, will become due on as per book and each

subsequent installment, will become due on as per bill and each subsequent installment will be paid at the interval of three months thereafter.

4) The Transferee shall remove unauthorised construction within a period of sixty days from the date of issue of final transfer order and in the event of failure on the part of transferee to do so, the corporation will remove such construction at the risk and cost of the transferee and the transferee shall not claim any compensation for damage on account of such demolition by the corporation.

5) AND WHEREAS the transferee shall consume water for his unit at following rates from year to year :- with effect from date:

Year	Consumption per day (Liters)
1 st Year:	
2 nd Year:	Domestic use only
3 rd Year:	
Onwards.	

For the water requirement of more than 50,000 lit/day., event If the fails to consume water to the extent mentioned above, he would pay the water charges for the quantity equal to 70% of the above agreed quantity irrespective of consumption. The water charges would be payable at the rate as may be fixed by the Corporation from time to time and on his failure to pay the minimum charges, the Agreement would be terminated.


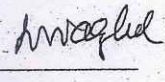
6) In the event of increase in the bank rate of in the minimum rate of lending by the financial institution or — On account of increase in the overall borrowing rate of interest in money market, the rate of interest will be suitably revised by the Corporation from time to time and the Hirer/Licence/ Lessee shall be called upon to pay the interest on outstanding amount at such higher rate from the date of such revision and in such event the amount of installments will be so prefixed so as to absorb the higher rate of interest. Hirer/Licensee/Lessee shall be bound to pay such installments as so prefixed.


7) Nothing herein shall be deemed to absolve the purchaser/Licensee/Lessee from his liability to comply with the provisions of the water (Preservation & Control of pollution) Act, 1974 and any failure on his part to comply with such provisions shall entitle the Corporation/Licenser/Lessor to disconnect water supply to the

Purchaser/Licenser/Lessee and to resume the possession of Land /shed.

IN WITNESS Where of Shri T. K. Pander an officer authorized by the Corporation has set his hand and seal on behalf of the Corporation and the transferee and the transferee and the Hirer/Licensee have set their hands and seals thereto the days, year first above witness.

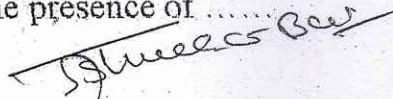
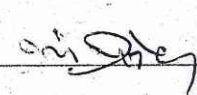
SIGNED SEALED AND DELIVERED BY
In the presence of

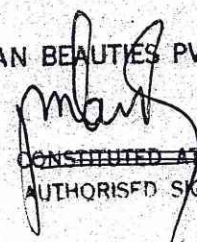
- 1) 
- 2) L. V. Vaghule - 


Divisional Manager
GIDC, VAPI.

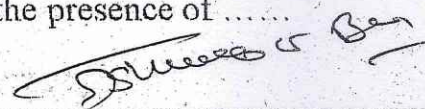
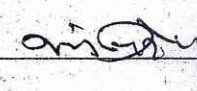
FOR SWAN BEAUTIES PVT. LTD.

SIGNED SEALED AND DELIVERED BY
In the presence of

- 1) 
- 2) 


**CONSTITUTED ATTORNEY/
AUTHORISED SIGNATORY**

SIGNED SEALED AND DELIVERED BY
In the presence of

- 1) 
- 2) 

For Veekavem Textiles Mills Pvt. Ltd.
Swarn Kumar
Director / Manager



BY.R.P.A.D.

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

(A Govt. of Gujarat Undertaking)
Office of the Divisional Manager
Plot No. C-5/101, 1st Floor, Char Rasta,
G. I. D. C., VAPI-396 195, Dist, Valsad.

No. GIDC/DM/VPI/PLT/PTO/ 1162

Date :

13 1 MAY 2006

To,
M/s Swan Beauties Pvt. Ltd,
Plot No. 277,
GIDC, Umbergam,

**Sub : Intimation for transfer of Plot No. 277,
at Umbergam Industrial Area,**

Dear Sir,

Corporation has allotted a Plot No. 277, having plot area admeasuring 25830 Sq. Mtrs. to you in Umbergam Industrial area of the Corporation. The Licence Agreement has been executed on 16/06/1981. You have applied to the Corporation for change in Constitution/Name in favour of M/s Veekayem Textile Mills Pvt. Ltd, for manufacturing of Textile Weaving.

Your request for transfer is acceptable provided the following requirement are fulfilled and the permission of transfer can be granted as provided in the Clause of licence agreement executed with you as mentioned above.

1. You shall have to clear all dues of the Corporation for the year 2005-2006.
2. In the event of increase in the bank rate or in the minimum rate of lending by the financial institutions or on account in the overall borrowing rate of interest in money markets, the rate of interest will be suitably revised by the Corporation from time to time and lease shall be called upon to pay the interest on outstanding amount at such lease rate from the date of such revision and in such an event, the amount of installment will be so reaffixed so as to absorb the higher rate of interest lease shall be bound to pay such installments as may be refixed.
3. The transferee shall have to obtain consent of Gujarat Pollution Control Board in their favour and comply with the provisions of the Water Prevention & Control Pollution Act-1974 and accordingly to obtain consent from the Gujarat Pollution Control Board, Gujarat State, Gandhinagar, before discharging sewerage or Trade effluent without getting such consent and failure to observe this conditions would entitle the Corporation to disconnect water supply to the allot tee and to resume possession of land.

2/...



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

(A Govt. of Gujarat Undertaking)

Office of the Divisional Manager

Plot No. C-5/101, 1st Floor, Char Rasta,

G. I. D. C., VAPI-396 195, Dist, Valsad.

2/...

4. Since the land is held by you on licence agreement, you as well as the transferee will have to execute a Supplementary Agreement with Corporation in the form prescribed by the corporation, a copy of which is enclosed herewith. On Rs.60/- Stamp Paper.

* 5. You shall have to produce N. O. C. from the General Manager, DIC, Valsad,

* 6. In case, any financial institution or Bank is having any lien charge over the plot, you will bring in its N. O. C.

7. You have already paid 10% transfer fee Rs. 10,97,775/- and administrative charges Rs. 1,000/- by Demand Draft only.

8. Transferee's water requirements:-/

1st Year : Domestic use only, /

2nd Year : Domestic use only

3rd Year : Domestic use only, /

9. This permission will not be in any case considered as permission for building by-laws of the Corporation. This transfer order will not be considered as valid for regularization of unauthorized construction. If any unauthorized construction exists on the allotted property it will not be considered as authorized one and it shall be the sole responsibility of the transferee to get such non-violative construction regularized or violative unauthorized removed accordingly to the building Regulations of the Corporation.

If the above requirements are not fulfilled within a period of one month from the date of hereof, the same will stand automatically cancelled.

Thanking you,

Yours faithfully,

**DIVISIONAL MANAGER
GIDC, VAPI.**

C. C. to : M/s Veekayem Textile Mills Pvt. Ltd,
✓ 157/5, 5th Canal 'X' lane, 3rd floor,
Veigas Street, Kalbadevi, Mumbai - 400 002,



Ph.No.0260-2420502-2420502
Fax No.0260-2420502
GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION
(A Govt. of Gujarat Undertaking)
Office of the Divisional Manager,
Administrative office building
Plot No.C-5 101, GIDC Char Rasta,
GIDC VAPI-396195.

BY RPAD

NO.GIDC/DM/VPI/PLT/FTO/UMG/1715

Dt:14/06/2006
4 JUN 2006

OFFICE ORDER

Sub:- Transfer of Plot No. 277 at Umergam
Indl Area.

A plot of land No. 277 admeasuring 25830 sq.mts. Was allotted to M/s SWAN BEAUTIES PVT. LTD., in our Umergam i Industrial Area.


The Licence Agreement was executed on 16/06/1981. The licensee had applied to the Corporation for transfer of the said plot in favour of M/s VEEKAYEM TEXTILE MILLS PVT. LTD., for manufacturing of TEXTILE WEAVING.

Permission for transfer has been given by the Divisional Manager, GIDC Vapi as per letter No. 1162 dtd. 31/05/2006. The Licensee has paid all dues of the Corporation up to 2005-2006. He has also paid the transfer fee at the rate of 10% of value of the land amounting to Rs. 10,97,775/- The Supplementary agreement has been executed on 14/06/2006 between the Corporation/ hirer & transferee.

This permission will not be in any case considered as a permission for building by- laws of the Corporation. This transfer order will not be taken in to reorganization as an order for regularization of unauthorized construction. If any unauthorized exists on the allotted property said can't be considered as authorized one and it shall be the sole responsibility of the transferee to get such non-violative construction regularized or violative unauthorized removed regularized or violative un-authorized removed as the building by-laws of the Corporation.

The plot now therefore stands in the name of M/s VEEKAYEM TEXTILE MILLS PVT. LTD., w.e.f. 14/06/2006

Transferee shall have to contact to Dy. Executive Engineer, GIDC, Umergam regarding change of name of water supply connection.


Divisional Manager,
GIDC/Vapi.

TO,

1. M/s VEEKAYEM TEXTILE MILLS PVT. LTD.,
157/5, 5th Caval "X" lane, 3rd floor,
Veigas Street, Kalbadevi,
MUMBAI - 400 002.

2. M/s. SWAN BEAUTIES PVT. LTD.,
Plot No. 277,
GIDC, Umergam,
Dist:- Valsad.

Copy to : 1. XEN, GIDC/Vapi.
2. AO, GIDC/Vapi.
3. DEE/ NAO, GIDC/Umergam.
4. A.M. (RCV), GIDC, Vapi..

DUPLICATE

Lease Deed

OF

IND.PLOT NO. 277
G.I.D.C., UMBERGAM

LESSOR
REGIONAL MANAGER,
G.I.D.C., VAPI.

21/01/08

LESSEE

M/S. VEEKAYEM TEXTILE MILLS (P) LTD.

19 5 JAN 2008

SUB TREASURY OFFICE
UMBERGAON

100 RS. 100 RS.
100 RS. INDIA
SPECIAL ADHESIVE
RUPEES ONE HUNDRED

Amount: 100/-

Sr. No. 43 Sub Treasury Officer

Serial No.: 553
Presented at the Office of The Sub
Registrar Pardi Camp Umergaon
between the hours of _____
_____ 12 and _____ 13 on the 21st
day of January 2008
and Photograph and Fingerprint
affixed.

Receipt No.: 5311363
Received Fees under Rs.
Registration Fees 30/-
Photo Fee: 120/-
Postage: _____
TOTAL 100/-

For Vaskavem Textiles Mills Pvt. Ltd.

V.K. Gupta
Director / Manager

VIJAY KUMAR
GUPTA

(K.M. PATEL)
SUB REGISTRAR, PARDI,



(K.M. PATEL)
SUB REGISTRAR, PARDI

DUPLICATE

LEASE DEED

THIS INDENTURE OF LEASE made at VAPI on
the 21st day of the month of January in the year Two thousand
Eight between the.....

2/-

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION,
 a Corporation constituted under the Gujarat Industrial Development Act, 1962. (Guj. xxIII of 1962) and having its Head Office at Udyog Bhavan, Block No. 3, 4, 5 GH' Road, Sector No. 11, Gandhinagar - 382 011 (hereinafter called "The Lessor" which

expression shall unless the context does not so admit, include its successors and assigns) of the **ONE PART** and **M/S. VEEKAYEM TEXTILE MILLS (P) LTD.,** residing at Plot No. 277, G.I.D.C., **UMBERGAON -396171** a firm registered under **COMPANIES ACT**, and having its registered office at 157/5, 5TH Cavel X Lane, 3rd Floor. **Veigas Street, Kalbadevi, Mumbai-400 002** (hereinafter called "The Lessee" which expression shall, unless the context does not so admit include his heirs, executors and legal representatives /its successors in business and assigns) of the **OTHER PART**.

WHEREAS BY an Agreement dated **16/06/1981 & Supplementary Agreement on dtd. 14/06/2006** (hereinafter referred to as "The Licence Agreement" made between the Lessor of the one part and the Lessee of the Other Part, The Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions in the said agreement, a lease of the **Plot No. 277** at **UMBERGAON NOTIFIED** Industrial Area/Estate and more particularly described in the Schedule thereof.



AND WHEREAS the Lessee having paid a sum of **RS. 2,26,013/- (Rupees Two Lacs Twenty Six Thousand Thirteen only)** calculated at **Rs 8.75 ps. per sq.mtr** which is equivalent to 100% percent or of the allotment price of the said **Plot No. 277** at has requested the Lessor to grant to it a Lease of the **Plot No. 277** and to execute the Lease Deed in respect of the said Plot

....3/-

AND WHEREAS the Lessor has decided to enter in to these presents in respect of **Plot No. 277** 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 Licence Agreement and that it 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 it will comply with the terms and conditions herein after appearing.

NOW THIS DEED WITNESSES & IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :

- (1) In consideration of the said sum of **RS 2,26,013/- (Rupees Two Lacs Twenty Six Thousand Thirteen only)** paid in the manner aforesaid by the Lessee to the Lessor as full payment of the allotment price of **Plot No. 277** and in consideration of the rent hereby reserved and of the covenants and agreement on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land consisting of **Plot No. 277** in the **UMBERGAON NOTIFIED Industrial Area/ Estate** forming part of lands bearing Survey Numbers No. **203/P, 204/P** within the village limits of **SOLSUMBA Taluka; UMBERGAON Dist** and regulation Sub Dist **VALSAD** and containing by admeasuring about **25830 sq. mtrs.** or there about and more particularly described in the schedule hereunder written TOGETHER WITH all rights, privileges, easement, advantage and appurtenance whatsoever thereto belonging EXCEPT & RESERVING up to the Lessor all mines and minerals, in and under the said 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 **16TH** day of the month of **June** in the year One Thousand Nine Hundred Eighty One (1981) subject nevertheless to the provisions of the Bombay Land Revenue Code 1879 and the rules there under PAYING THEREOF yearly on or before the **31st** day of March of each year during the said term up to the Lessor at the office of the Managing Director, Officer or as otherwise required the rent of **RS.31/- (Rupees Thirty One Only)** and also paying therefore the balance of the premium price in

....4/-



the manner hereinafter determined provided that at the end of 99 years computed from the date as herein before mentioned the Lessee as aforesaid 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 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 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 desire to have the lease of the demised premises renewed for a further period of 99 years, the lessor shall and will at the cost and expenses in every respect of the lessee grant to the lessee a further lease of the demised premises for a further term of 99 years with same covenants and provisions and stipulating 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 covenants with the Lessor as follows

TO PAY BALANCE PREMIUM PRICE

- (a) The allotment price of the demised premises consisting of Plot No. 277 has been fixed at **RS. 2,26,013/- (Rupees Two Lacs Twenty Six Thousand Thirteen only)** calculated at **Rs 8.75 ps. per sq.mtr**. Out of said price, the Lessee has already paid **RS. 2,26,013/- (Rupees Two Lacs Twenty Six Thousand Thirteen only)** being an amount equal to 100% percent of the allotment price of the said plot.



- (i) The interest rate would be subject of revision from time to time 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 on the lessor furnishing the details of such outstanding dues.

....5/-

- (iii). The Lessee will make full and regular payment of all the instalments 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 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.

(b). TO PAY RENT :

That during the term of this lease, the lessee will pay to the Lessor the rent hereby reserved at the time and in the manner aforesaid.

(c) TIME LIMIT FOR COMPLETING CONSTRUCTION :

That under the Licence Agreement, the Lessee has already commenced the construction of a building to be used as a factory for **MFG. OF TEXTEILE WEAVING.**

Now the Lessee will within a period of two years from the date of the Licence Agreement complete the construction of the said building at his expenses & in a substantial & workman like manner and with new sound materials and with all requisite drains and other convenience as may be necessary under the Factories Act so as to make the building for occupation as a factory for the aforesaid purpose.

The area of the plot allotted to the Lessee being **25830** sq. mtr It will /shall be permissible to the Lessee to utilise within the period and in the manner aforesaid part of the area for the construction of a building to be used as an Industrial factory and to retain the remaining area of the plot for further expansion of the project of the Lessee.

Subject to the following conditions:

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

....6/-



- (ii). It shall be open to the Lessor to review the progress of the utilisation at the interval of every three years and to resume the possession of unutilised portion of the plot.
- (iii). While utilising 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 utilised 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 possession of the unutilised portion of the plot
- (d). That no building or erection to be erected hereinafter & 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 to whom the duties and functions of the Executive Engineer may be assigned) for his scrutiny and the same has been approved in writing by the Executive Engineer Provided that in the completion of any such building or erection or making any such alteration or addition to the Lessee shall observe & conform to all the building conditions of the Lessor and all bye laws rules and regulations of the local authorities or other body having authority in that behalf & any other statutory regulations as may be in force for the time being, relating in any way to the demised premises and any building thereon provided further that no building erection or structure (except a compound wall and steps and garages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.
- (e). **FENCING:**
That the demised premises will be fenced by the lessee at his expenses in every respect.
- (f). **EFFECT OF FAILURE TO COMPLETE CONSTRUCTION WITHIN TIME :**
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 or officer of the Lessor allows further time to complete the construction.



(g). TO OBTAIN LICENCES ETC.

That it will obtain & renew all necessary licences and pay licence & other fees and cesses and taxes in respect of the demised premises by reason of their

being used for the purpose and/or any of them and observe and perform all local Police & Municipal rules and regulations in connection with such use.

(h). TO PAY RATES TAXES, CHARGES ETC.

That it will pay all existing & future taxes, cesses, rates assessments and out payable of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises & premises and anything for the time being thereon. The present land revenue assessment of the land leased does not exceed **RS. 34,354/- (Rupees Thirty Four thousand Three Hundred Fifty Four only) per Annum.** It 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 maintenance of road and other common facilities and services) charged by Lessor As regards supply of water it shall abide by the conditions laid down in that behalf by the Lessor from time to time, provided that in the case of tax, cess, rate or assessment as 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 tax, cess, rate or assessment, as the case may be.



The lessee shall consume water for its unit at following rates from year to year.

Year Consumption per day (litres).

1st year) (DOMESTIC USE ONLY

2nd year) (-DO-

3rd year) (-DO-

Onward) (-DO-

Even if it fails to consume water to the extent mentioned above, it shall pay the water charges for the Qty. equal to 70% of the above mentioned Qty. irrespective of consumption, if demand is more than 50,000 litres per day. The payment for the minimum

.....8/-

charges for 70% of the above agreed qty. shall commence from the date on which the utilisation period from the date of allotment, namely, 2 years for plot and 1 year for shed, is over, whichever is earlier. The water charges shall be payable at the prevailing water rate of the estate for the year as fixed by the Corporation from time to time and on failure to pay the minimum charges, the Licensee/Lessee shall be liable to the action including termination of agreement and other steps.

(i). **NOT TO EXCAVATE :**

That it will not make any excavation upon any part of the demised premises nor remove any stone, sand gravel clay or earth, therefrom except for the purpose of executing any work pursuant to the terms of this Lease.

(j). **ACCESS ROAD :**

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 condition to the satisfaction of the Executive Engineer of the Lessor.

- (k). That it shall observe & conform to all rules and regulations and bye-laws of the local authority concerned or any other statutory regulations in any way relating to public health & sanitation in force for the time being & that it shall provide sufficient latrine accommodation for workmen & 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 labourers 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/Purchasers/Lessee to comply with the provision of 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 amounts towards capital amount recovery and shall have to pay regular Drainage cess as fixed

.....9/-



by the Corporation from time to time. While taking drainage connection, the Licensee/Purchaser/Lessee shall have to comply with all regulations contained in " Drainage Regulations -1990 of GIDC.

(kk). **COMPLIANCE WITH LAWS ;**

The lessee shall comply with all laws (including Acts, Rules Regulations or orders) passed, made or issued by the Government of Gujarat or by the Government of India from time to time, relating to the business or industry carried on by the Lessee or having a bearing on the same. The lessee shall in particular comply with observe & act according to laws on the subject of Ecology and Environment, like the Water (Prevention & Control of Pollution) Act, 1981. The 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, or work under taken by the Lessor on behalf of or for the benefit of the Lessee or of the Lessee and other industries or Persons jointly the lessee shall not thereby be deemed to have been absolved from its liability under the relevant or concerned law. Nor shall it make the Lessor or any of its servants or agents liable for any non-compliance, non-observance or breach of any such law. Further it will have to strictly follow the terms and conditions of Gujarat Pollution Control Board, Gandhinagar.

Further it shall have to obtain fresh consent after expiration of the present consent from time to time. The lessee shall not start production activity in the allotted plot unless and until it has effectively and completely complied with the pollution control measures required to be undertaken by the lessee any permission which may have been granted by GPCB and if the lessee without complying with the pollution measures start or continue with its industrial activity the Lessor shall be dully bound to disconnect electricity supply and water supply of Licensee unit even without prior notice.

...10/-



**PROVISION OF SERVICES,
AMENITIES, FACILITIES:**

The lessee shall be free to obtain any service amenity or facilities like water, Drainage, Electricity etc. directly from the concerned agency, like the

local body, Electricity Board etc. In case the lessor makes arrangements for procuring or supplying such services etc for the benefit of and on behalf of the lessee separately or jointly with others and the lessee avails of the same. It shall not amount to be 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, insufficiency or failure in supply of such amenities facilities or services 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.

(L) TO REPAIR :

That through the said term the Lessee shall at his expense, pave, cause 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 building , premises , drain, compound walls and the fences upto belonging all fixture and additions thereto.

(m). TO ENTER & INSPECT :

That it shall on a weeks previous notice in that behalf permit the Lessor or the Managing Director, Officer or the Executive Engineer and the officer surveyors. workmen & other 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 the demised premise 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 it to execute the repairs and upon its failure to do so within a reasonable time the lessor may execute them at the expense in all respects of the lessee.



(n). **NUISANCE :**

That it 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 or other premises in the vicinity That it 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 conditions of the lease and it would be liable to be evicted from the premises occupied by it under the provisions of the Gujarat Public Premises (Eviction of unauthorised 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 may be determine and such amount would be recoverable as an arrear of land revenue.

(o). **USER:**

That it will use the demised premises only for the purpose of factory for manufacturing of **Textile Weaving** and matters connected therewith and shall not use the demised premises or any part thereof for any other purpose without the permission in writing of the Managing Director officer, Provided that the demised premises shall not be used for the purpose of a factory or any industry which by reason of emission of odour, Liquid, offluvia, dust smoke gas, noise, vibration or fire hazards is declared as obnoxious by the lessor.

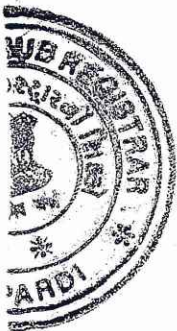
FIRE FIGHTER :

The Corporation may provide the fire fighter services in some estates as an Amenities, in case of non Provision or any delay or non availability of fire fighter at the time of fire, the purchaser/Licensee/Lessee will not claim any losses/damages due to this.

(P). **INSURANCE :**

That it will keep the building already erected or which may by erected on the demised premises excluding foundation and plinth insured in the name of the Lessee against loss or damage by fire in a sum equivalent to

...12/-



the cost of the building
(Excluding foundation and
plinth) in some well
established Insurance
company.

(q). **DELIVERY OF POSSESSION OFFER :**

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

FOR POWER SUPPLY :

- (1). For obtaining power supply, concerned licensee/purchaser/Lessee to the power supply authorities in prescribed application form. It is also responsible for following up for timely receipt of Estimate & Power, Corporation will not be responsible for timely receipt of Estimates or power.



- (2). Licensee/Purchaser/Lessee has to complete formalities of signing agreement, payment of security deposit & complete wiring of Electrical installation as per I.E. rules & submit the test report for wiring from licensed Electrical contractor before release of connection.
- (3). High tension consumer having power demand in excess of 500 KVA and of specific requirements, shall have to make separate feeder at his cost.
- (4). Full cost of high tension or low tension line both and cost of feeder and sending equipments, as the case may be, is to be borne by consumer. No reimbursement or cost sharing is admissible to high tension or low tension consumer. For extension of load at a future date, full cost to be borne by the consumer.

- (5). The supply voltage and source of power shall be decided by the power supply authority for the consumer having power demand in excess of 2400 KVA.
- (6). Licensee/Purchaser/Lessee is liable to pay for the cost of land occupied for corridor for laying 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). Licensee / Purchaser /Lessee can not seek relief of deferment of payment towards the instalment for delay in availability of power

(r) **NOT TO ASSIGN:**

That it 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 further that where the lessee for the purpose of constructing a building on the demised premises is to obtain loan from a Bank or other financial institution 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 effect the right and powers of the Lessor under this lease deed
- (b). That the Lessor before exercising his rights and powers under this lease deed will consult the Bank or as the case may be the financial institutions concerned.

....14/-

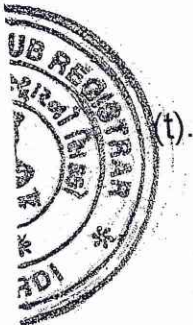


- (c) That it shall have to pay at a time an amount equal to one percent (1 %) per year of the total value of land leased of prevailing allotment price of the Estate for the period for which the lease hold right

are to be mortgaged in favour of financial institutions for securing the financial assistance/ loan to be obtained by other Associated units of the lessee situated outside the GIDC estate.

(s). **ASSIGNMENT TO BE REGISTERED WITH LESSOR AND UNEARNED INCREMENT**

In the event of such transfer, assignment under letting or parting with there shall be delivered by the Lessee at its expense a notice thereof to the Managing Director officer of the Lessor as the Lessor may direct within twenty days from the date on which the transfer assignment underletting 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, underletting 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 officer 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.



(t). **NOTICE INCASE OF DEATH ETC.**

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 be given to the lessor within one month from the date of such vesting.

- (u). It shall have to fill-up atleast 85% posts in its Industrial units by local persons and for Manager and Supervisor cadres atleast 50% posts shall have to be filled by the local persons. The expression 'Local person' shall mean a person domiciled in Gujarat State for minimum 15 years shall be considered as 'Local Person'.

3. **SUMS PAYABLE BY LESSEE RECOVERABLE AS ARREARS OF LAND REVENUE.**

All sums payable by the lessee to the lessor under these presents and recoverable by the lessor from the lessee under these presents and 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 28-R or as the case may be section-41 of that Act.

4. **BREACH OF COVENANTS :**

If the said rent hereby reserved or any instalment 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 wherever there shall be a breach by the lessee of any of the covenants herein contained the lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the lessee on account of buildings or improvements built or carried on the demised or claimed by the lessee on account of such building or improvements, PROVIDED ALWAYS that the power of re-entry herein before contained shall not be exercised unless and until the Managing Director officer of the Lessor shall have given to the Lessee 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 giving or such notice



5. **ALTERNATION OF ESTATE RULES :**

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

(6). **ALLOTMENT LETTER &
MARGINAL NOTES :**

The Lessor had issued
in respect of the demised
premises an Offer-Cum-
Allotment letter

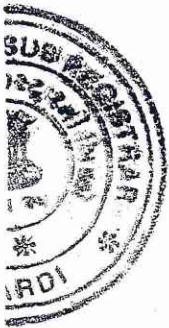
**No.4737 DTD.16/06/1981 & Final Transfer Order No.
GIDC/DM/VPI/PLT/FTO/UMG/1715 dtd. 14/06/2006,** The terms
and conditions of the said allotment letter will form part of
this agreement **and the Supplementary Agreement has been
executed on 14/06/2006.** The Marginal notes do not form part
of lease and shall not be referred to for construction or
interpretation thereof.

7. **STAMP DUTY**

The stamp duty payable in respect of this indenture shall
be borne by the Lessee.

Registration Charges payable in respect of this indenture
and duplicate thereof shall be borne by the Lessee. The
Lessee shall retain the duplicates 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,

.....17/-



SCHEDULE

(Description of Land)

All that piece of land Known as **Plot No. 277** in the **UMBERGAON NOTIFIED** Industrial Estate/Area consisting Revenue **Survey No. 203/P, 204/P** within the village limits of **SOLSUMBA** Taluka **UMBERGAON** District **VALSAD** containing by admeasurement **25830** Sq mtrs. or thereabout and bounded as follows, that is to say :

On or towards the North by : **ESTATE BOUNDRY**
 On or towards the South by : **PLOT NO. 276/3**
 On or towards the East by : **46' INTERNAL ROAD**
 On or towards the West by : **RESIDENCE BOUNDRY**

IN WITNESS WHEREOF the Lessor has caused **Shri A.K.PATEL** an Officer authorised 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 AND
 DELIVERED
 BY **SHRI A.K.PATEL**,
 OFFICER OF THE
 GUJARAT INDUSTRIAL
 DEVELOPMENT
 CORPORATION



Asstt. Manager-
G.I.D.C., VAPI



In the presence of



1. Name (Full Name in Block Letter)	: SHRI L. V. VAGHELA
Age	: 46
Occupation	: Service
Address	: GIDC Office, VAPI
Signature	:
2. Name (Full Name in Block Letter)	: SHRI A. M. PATEL
Age	: 42
Occupation	: Service,
Address	: GIDC Office, VAPI
Signature	:

.....18/-

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



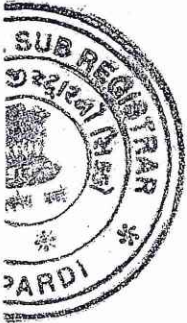
Sal Veekavem Textiles Mills Pvt. Ltd.

V.K. Gupta
Director / Manager
VIJAY KUMAR GUPTA



In the presence of

1. Name (Full Name in Block Letter)	: A.K. Puri
Age	: 38 - years
Occupation	: service
Address	: G.P.O. C. 400
Signature	: <u>A.K. Puri</u>



2. Name (Full Name in Block Letter)	: S.G. Pagarhore
Age	: 38 yrs.
Occupation	: service
Address	: G.P.O. Umbergaon
Signature	: <u>S.G. Pagarhore</u>

Shri K. M. Patel /19/ Power of Attorney Holder of
Shri A.K.PATEL, Asstt, G.I.D.C, VAPI, executing Party- Adult
Services) Adult Service, Vapi admits Execution by Shri A.K.
PATEL, Assistant, GIDC, VAPI.

21 m/s Verikayem Textile Mills (P) Ltd
its Director Shri Vijay K. Gupta
Adult - Business Pesh GIDC Umargam

**Executing Party
Admits Execution**

GIDC K. M. Patel

V.K. Gupta (VIJAY KUMAR GUPTA)

1. Name (Full Name in Block Letter) :

Age :

Occupation :

Address :

Signature :

2. Name (Full Name in Block Letter) :

Age :

Occupation :

Address :

Signature :

Shri Mahendra M. Patel
Retired Pesh Vazna
Tu Chikhi

Known to me Sub Registrar
State that they Personally
known the above executary
and Identify him / them.

4203 222 427



21-1-08

(K.M. PATEL)
SUB REGISTRAR, PARDI

Registered No.: 552
of Book No.: 1
Date: 21/1/2008

(K. M. PATEL)
SUB REGISTRAR PARDI



Duplicate of
Document Registered
at Sr. No. 552
Date: 21/1/2008

SUB REGISTRAR
PARDI





SHREE VINAYAK & ASSOCIATES

ENGINEERS & DESIGNERS

OFFICE : 105, CORNER POINT, OPP. TELEPHONE EXCHANGE, G.I.D.C., CHAR RASTA, VAPI - 396 195.

Ref. No. :

DT. 14-02-2008

COMPLETION CERTIFICATE

This is to certify that construction work
on plot no. 277 at. G.I.D.C. UMBERGAON.
for M/S VEEKAYEM TEXTILE MILLS PVT. LTD.
has been completed with all finished items & ready for production.

For Shree Vinayak and Associates

Sailesh Modi

(Sailesh Modi)

RES. : 5, GHASWALA COMPOUND, OPP. CHHIPWAD, JAKAT NAKA, VALSAD - 396 001