

BY. PAD.

NO. GIDC/RM-II/VPI/AD/1-111/
Office of the Regional Manager-II,
GIDC Guest House Bldg.,
GIDC, Vapi.

Date :-

21 JUN 1993

To,

Shri Vijay Kumar J. Gupta
C/O. M/S. Voolaym Text Mills P. W.
Shed No. C/B/02305 & 2306
GIDC Umargam

Our reference : 10/5/93

Your reference :

Sub : Allotment of Residential Plot in Umargam
estate. Your application No. 104 for
Residential Plot No. 329 & 330

Dear Sir,

We are indeed happy to welcome you in our Umargam estate and accordingly we are sending this allotment letter to you. We are enclosing herewith the form of agreement in triplicate which you may duly execute and return to us. It is not necessary for you to execute this agreement in our presence but you could execute it and send it by post also.

1. The agreement forms are required to be signed by all the partners of a partnership firm on each page. In case of a private/public limited company, it is necessary to send a copy of the Resolution authorising the Director/Officer who is to sign the agreement.
2. It may be noted that if you fail to execute the agreement within a period of 30 days from the date of allotment letter you will be liable to pay the interest on outstanding capital from the date of allotment till you get the allotment letter rescinded at your request.
3. The sketchmap of your plot/shed alongwith the relevent section of the detailed development plan/drawing of shed design is enclosed for your information. You have already been advised about the procedure of obtaining water/power supply connection is well as other infrastructure conditions along with our earlier letter in the form of a printed booklet.
4. On your sending the agreements duly executed to us we will send you a possession advice and you will be required to obtain possession from our concern Engineer.
5. Terms of payment of the balance amount :- You have already paid an amount of Rs. 11565/- (Rupees Eleven thousand five hundred & 65 only) being 30 % of the cost of plot. This is the remaining amount you have to pay to complete the payment of

14 2 11

remaining amount of Rs. 26985 (Rupees Twenty six thousand nine hundred 85 only) in the following manner :

- a) During the first 2 years only interest at 19% in 8 quarterly instalments, each instalment being of Rs. . The first quarterly instalment falls due on 9/93 and thereafter every quarter, you will be required to send the as per Annexure-A amount by a cheque/draft drawn in favour of GIDC to us. After the moratorium period of 2 years is over the balance amount of Rs. 26985 being the remaining outstanding amount shall be payable with interest on reducing balance in 32 quarterly instalments with 19% rate of interest as mentioned in the enclosed Annexure-A.
- b) The rate of interest mentioned above is subject revision from time to time at the discretion of the Corporation and the interest would be payable at such revised rates from such dates as may be specified by the Corporation from time to time.
- c) You may please note that the Corporation levies penal interest at the rate of 3% over & above the normal rate of interest for the amount in default.
- d) You will be happy to note that the Corporation gives 3% rebate in the balance price of plot/shed if the remaining amount is paid in one lumpsum at any stage, on such remaining amount. This facility is also available even in casewhen the GSFC make payment of the entire amount to us when you obtain loan from them (excepting NES cases).
- 6) You shall have to comply with the provisions of water (Prevention and Control of Pollution) Act, 1974 and accordingly to obtain consent from the State water Prevention and Control Board, Gujarat State before discharging sewage and you shall not discharge such sewage without getting such consent and failure to observe these condition would entitle the Corporation to disconnect your water supply and to resume possession of land/shed.
- 7) Details about your Resi. Plot area as under :-
- c. Residential Plot Number and area of Plot No. 329 & 330
- d. Allotment price of land :
- (i) Allotment price at the rate of RS. 150000 for 257 M² Rs. 38550/-
- Total Rs. 38550/-
- 8) According to the policy of the Corporation, you are required to get the building plans approved within a period of 6 months and you shall have to utilised at the end of 2 years from the date of allotment of the plot, failing which, the Corporation is entitled to take back the possession of the plot unless extention is given by the Corporation.

.....3/-

- 9) The Residential Plot has been allotted for Construction of Residential bungalow.
- 10) While approving the plans the Executive Engineer would specifically mention on the plan itself that the plans are approved for construction building to be used as residential premises.
- 11) In case of the power supply for L.T. purpose, wherever there is jurisdiction of GEB the allottee will have to be as the full cost of service line from the L.T. lines laid by GIDC.
- 12) Other Points :- (Please see Annexure-B).

Other terms & conditions as per offer letter
dtd. 10/5/93.

Once again we welcome you to our estate and we now request you to send us the forms of agreement duly executed at you earliest but not later than 30 days, in order to enable us to hand over the possession of the plot.

In the meanwhile assuring you of best of our services.

We remain

Yours faithfully,

Regional Manager-II,
GIDC/Vapi

Copy fws to :- Executive Engineer(SRG), GIDC, Vapi.
Dy. Ex. Engineer, GIDC, Umbergam.
Accounts Officer-II, GIDC, Vapi.
Notified Area Officer, GIDC, Umbergam.

Encl : 1. Agreement forms(In triplicate)
2. Annexure-A.

Kantilal

R P. A. D.



**GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION**

(A Govt. of Gujarat Undertaking)

Office of the Regional Manager
Guest house bldg. G. I. D. C., Area,
VAPI-396195, Dist. Bulsar.

Tele : 20805
22670

Telex : 0173-221.

No. GIDC/RM/VPI/ / SHD/PLT

POSSESSION ADVISE :

Date 1999 5620

14 JUL 1993

To,
M/s. Shri Vijay Kumar J Gbts
Ch. M/s. Volcaym Text Mill. Pvt. Ltd
Shed No GIB) 2305 & 2306
GIDC Umargam

Sub. :- Handing over of possession of R/Plot 3299330
at Umargam Indl. Estate.

Ref. :- Allotment Letter No. 4561 dtd. 21/6/93

Dear sir,

We thank you for having returned to us 3 copies of the agreement duly executed we return herewith one copy only executed for your record. We are also please to inform it is now possible for us to hand over the possession of the R/Plot No. 3299330 in our Umargam Indl. Estate. for this purpose, you are requested to contact our Dy. Executive Engineer Umargam and contact shri P. B. Dhat within 20 days. In case he is not available kindly contact the undersigned.

2. We had already sent to you a sketch map of your plot/alongwith the relevant section of the detailed development plan/drawing of the shed design. Kindly bring the same with you when you come for taking over the possession within a period of 20 days latest from the date of this letter. If there are any deficiencies or missing fixtures in the shed, please incorporate the same in possession receipt while taking over the possession from our estate office. Any complaint not incorporated in the possession receipt will not be entertained in future.

3. Further we would like to inform you that in case of plot upto 10,000 Sq.Mtrs. the utilisation period of it is of 2 years wherein you have to obtain approval of plans within 3 months from the date of allotment and commence the construction within 6 months.

You are also required to complete the building within a period of 2 years and commence the production.

P. T. O

In case of plot having an area of more than 10,000 Sq. Mtrs. the utilisation period is of 3 years and approval of plans is to be obtained and commence the production as mentioned in case of area less than 10,000 Sq.Mtrs.

4. In case of shed, you have to utilised the sheds within 6 months. After 6 months of allotment of shed extension can be given upto 6 months without any penalty. In genuine cases, where you are not able to utilise the plot within the stipulated period utilisation, extension is given for plot/shed in case genuine difficulties, subject to clearance of dues and penelty charges, as per laid down rules amended from time to time by the corporation.

5. Further you may also note that in case where there are no genuine reasons, no extension will be given under any circumstances.

Thanking you

Yours Faithfully,

Regional Manager (U)

G.I. Dangevapi Asstt. Manager (Umg.)
GIDC Vapi. / GIDC Vapi.

Encl. Agreement copy.

Copy fwcs to :-

1. Accounts officer (II)
GIDC, VAPI, with a copy of agreement form duly executed.
2. Dy. Executive Engineer (Immergam)
GIDC, _____ Indl. Estate.

The party has executed the requisite agreements on 5/11/93 and therefore, it has been decided to hand over the possession to them. A copy of the possession receipt should be sent to the concern, XEN & Account officer, (I) (II), N.A.O. G. I. D. C., VAPI./ Valsad, Umbergam



Gujarat Industrial Development Corporation

(A GOVT. OF GUJARAT UNDERTAKING)

Ref. No. : GIDC/DEE/umg/343 Date : 20-7-93
: POSSESSION RECEIPT :

1. Allotment order No. : GIDC/RM/VPI/SHD/PLT/4561 dtd 21/6/93
2. Possession Advice No. GIDC/RM/VPI/SHD/PLT/5620 dtd 14/7/93
3. Physical possession of plot No. : Resi/Plot NO 329 & 330

Measuring 257.00 Sq. mt. with shed No. —

Godown No. — Housing Quarter No. —

situated in the ~~Industrial~~ ^{Housing} Area Umbergam / Sarigam

is Handed over to me today i. e. on dtd. 20-7-93.

in good condition. The said premises are bounded as follows :

on or towards North by : GIDC Plantation

" " " South by : Plot NO 331

" " " West by : Plot NO 334 & 335

" " " East by : Road

Possession taken over

Possession handed over

by Shri Vijaykumar T. Gupta

by Shri K. N. Vashi

Signature V.K. Gupta

Signature [Signature]

Designation Proprietor

Designation A. A. E.

Place : Umbergam

Place : Umbergam

Date : 20-7-93

Date : 20-7-93

To,

M/s. Shri. Vijaykumar T. Gupta
c/o M/s Veekayam Textile Mill.
Shed NO CIB/2305 & 2306
GIDC / Umbergam.

Encl. :

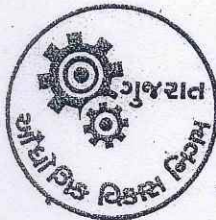
1. Water supply from.
2. Circular for solid waste disposal.

c. f. w. cs. to :

1. Water supply file / GIDC / Dy. Ex. Engr. 1 / Sarigam / Umbergaon.
2. Executive Engineer / GIDC / Sarigam Division-Vapi.
3. Asst. Manager, GIDC, (Umbergaon).
4. Accounts officer (Recovery) / GIDC / Vapi.
5. Dy. Executive Engineer (M/E) GIDC-Vapi.
6. Road file, GIDC, Dy. Ex Engr. (I). Sarigam / Umbergaon.
7. N. A. O. GIDC-Vapi.

[Signature]
(P. B. Desai)

Dy. Ex Engineer
G.I.D.C. Umbergaon.



TEL. : 30452

**GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION**

(A Govt. of Gujarat Undertaking)

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

BY R.P.A.D.

No. GIDC / RM / VPI / PLOT / SHED / NOC / ALT / LEASE / 10092

Date :

25 JAN 2001

Sub.: Permission under clause-2(S) of lease-deed.

Whereas under the lease-deed executed on 23-1-2001 between the Gujarat Industrial Development Corporation (hereinafter referred to as the lessor) and the Shri Vijaykumar J. Gupta having its registered office at Residential Plot No. 329, 330 GIDC Umbergaon (hereinafter referred to as the lessee) the Residential Plot No. 329, 330 of land admeasuring 257 sq.mtrs. consisting of Revenue Survey No. 258/P in the Umbergaon Industrial Estate situated within the village limits of Solsumba in Taluka Umbergaon District Valsad have been leased for the purpose of establishing a unit for Residential Plot.

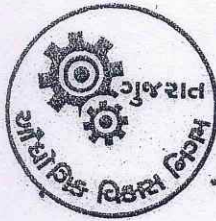
AND WHEREAS the lessee is/again/desirous of obtaining further loan as mentioned hereunder.

Sr.No.	Amount	Name of the financial institution
1.	Rs.466/- Lacs	State Bank of India Kandivli, Industrial Estate Br. Kandivli Indl.Estate Near Hindustan Naka, Kandivali(West), Mumbai-400 067

(hereinafter referred to as the financial institutions) by creating a charge over its interest on the said land and has now/again/sought/ such previous permission of the Corporation under his letter No.NIL dtd. 23-1-2001 as required by clause 2(S) of the said lease-deed.

And whereas the lessor thinks advisable to grant the permission/again/ as sought by the lessee on conditions hereafter mentioned. Now, therefore the permission is hereby granted to the lessee to create on its lease-hold interest in the said land in favour of the financial institutions for securing the loan which may be advanced to the lessee by the said financial institutions subject however to the provisions of clause-2(r) of lease deed and the following conditions namely.

1. that such mortgage shall not affect the rights and powers of the lessor under this deed &
2. that before auction of immovable property i.e.land etc. transfer this property either as a result of court's decree or the compromise between the concerned parties, other securities available to the Bank/financial institutes, such as movable machineries, movable current assets would be enforced first and as such security on land by way of mortgage should be enforced only as a last resort by the Bank/Financial institutions.
3. that full payments should be made to the Corporation in respect of shed allotted.



TEL. : 30452

**GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION**

(A Govt. of Gujarat Undertaking)

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

No. GIDC / RM / VPI / PLOT / SHED /

/2/

Date :

4. Permission also subject to the lessee's obtaining consent of all the financial institutions in whose favour corporation had earlier issued 2(r) or 2(q) permission and absolving GIDC from any legal, financial consequences etc. if any, arising out of grand of this NOC.
5. That he shall have to pay at a time an amount equal to one percent (1%) per year on the total value of land leased of prevailing allotment price of the estate for the period for which the lease hold rights 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.
6. Validity of this permission as well as the permission given earlier shall be for period of 1(One) year from the date of respective permission letters.
In the event of the said financial institutions enforcing its right as mortgage against the lessee and/or in respect of the premises demised under the lease-deed dtd. 23-1-2001 which may form part of the mortgage security and/or in respect of the land, building fixed asset thereon as a result of such enforcement the interest of the lessee in the demised premises is required to be transferred or assigned to any other person whether by private contract or by a court or by mutual agreement or on enforcement of the rights of financial institutions or by way of any other manner then the permission of the lessor to such transfer or assignments shall be deemed to have been given under these presents subject however to the observance and performance of the terms and conditions of these presents by transferee or assignee and subject also to the payment of transfer fee and other dues as per rules prevailing at the time of granting such permission. All rules and regulation in force at the time of granting such permission shall be binding on the said financial institutions.

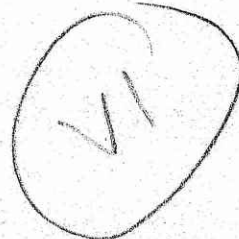
Regional Manager
GIDC, Vapi.To,
Shri Vijaykumar J. Gupta
Resi. Plot No. 329, 330
GIDC, Umbergaon.Copy to: 1) State Bank of India
Kandivli Indl. Estate Br., Kandivli Indl. Estate
Near Hindustan Naka, Kandivli (West)
Mumbai-400 067.
2) Dy. CAO, GIDC, Vapi.

30/2

DUPLICATE
Lease Deed.

Resi Plot NO. 329, 330

@ UMBERGAON



22 JAN

SUB-REGISTRAR OFFICER
UMBERGAON

Serial No. 238
Presented at the Office
of the Sub Registrar Pardi
Between the hours of

2:00 and 3:00 on the
23rd Day of January 2001

V.K. Gupta
(Vijay Kumar J. Gupta)

BR - Camit 23rd 2001
(B.R. Gamit)
SUB-REGISTRAR PARDI

Received fees as under :- Rs

Registration Fees

Photo Fee

Postage

30:00

60:00

Total 90:00

BR - Camit 23rd 2001
(B.R. Gamit)
SUB-REGISTRAR PARDI

DUPLICATE
LEASE DEED

THIS INDENTURE OF LEASE made at Vapi, this 23rd day of
January, in the year Two thousand One (2001) between the

Gujarat Industrial
Development
Corporation,

a corporation constituted under the Gujarat Industrial Development Act-1962 and having its Head office at Udyog Bhavan Block No. 4, 2nd floor sector No.11, Gandhinagar-382 017, (herein after called "The Lessor" which expression shall unless the context does not so admit, include its successors and assigns) of the one part and Shri Vijaykumar J.Gupta, residing, at Resi. Plot No.329,330,GIDC COLONY, ,GIDC,Umbergaon (herein after called "The Lessee" which expression shall, unless the context does not so admit, include his/their, executors and legal representative/its successors in interest and assign) of the other part.

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

AND WHEREAS by an agreement dtd.5/7/1993(hereinafter referred to as the License 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 obligation and condition contained in the said agreement, a lease of the plot of land known as Housing Plot No.329,330 in Housing Sector of the said Umbergaon Notified Industrial Area, and more particularly described in the schedule thereof.

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

AND WHEREAS the Lessee having paid of RS.38550/-(Rupees Thirty Eight thousand five hundred fifty only) which is equivalent to 100% of the allotment price of the said land calculated at RS.150=00 (Rupees One hundred fifty only) per Sq.mtrs. had requested the Lessor to grant him a lease of the said land and to execute the lease deed in respect of the said land.

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



License Agreement
and that he shall
complete the
construction on

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

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

1. In consideration of the sum of RS.38500/- (Rupees Thirty
eight thousand five hundred only) paid in the manner
aforesaid by the lessee to the lessor as full payment of the
premium price of the said land and in consideration of the
rent hereby reserved and the covenants and agreement on
the 5/7/1993 of the lessee hereinafter contained the lessor
doth hereby demise unto the lessee all that piece of land
contained of Housing Plot No 329,330 in the Housing
sector of the Umbergaon Notified Industrial Area and more
particularly described in the schedule hereunder written
together with all rights, privileges easement, advantages,
and appurtenance whatsoever these to minerals in and
under the land hereby demised or any part thereof, TO
HOLD the land hereby demised (herein referred to as "The
demised Premises") to the lessee for the terms of 99 years
computed from the 21st day of June, in the year 1993,
subject nevertheless to the provisions of the Bombay land
revenue code, 1879, and the Rules thereunder and paying
therefore yearly on or before the 31st day of March, of each
year during the said term unto the lessor at the office of the
Managing Director or otherwise required the rent of RS.1/-
(Rupees One only) and also paying therefore the balance of
the premium price in the manner hereunder determined.

Provided that at the end of 99 years computed from the date
as hereinbefore mentioned the lessee shall have the right to
renew this lease for a further period of 99 years, and in the
event of the lessee exercising such option in the manner
hereinafter provided, the lessor shall have the right to
increase the sum of yearly rent as hereinbefore 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 constant and conditions on the part of the lessee herein contained and at these end of the said period of 99 years but before the expiry of the said period the lessee has given the lessor 3 months previous notice in writing of his desire to have the lease of demised premises renewed for a further period of 99 years, the lessor shall and will at the cost and expenses in every respect of the lessee grant to the lessee a further lease of the demised premises for a further terms of 99 years with the same convenents and provisions and stipulations, terms and conditions except this clause of renewal and except as to the amount of rent which the lessor shall be entitled to increase by 100% as stipulated above.

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

- (a) That the allotment price of the demised premises consisting of the said land bearing Housing plot No.329,330 in the housing sector has been fixed at RS.38550/- (Rupees Thirty eight thousand five hundred fifty only) calculated at RS.150=00 per sq.mtrs. out of the said price the lessee has already paid RS.38550/- (Rupees Thirty eight thousand five hundred fifty only) being an amount equal to 100% of the allotment price of the said land.
- (a) Provided that the interest rate would be subject to revision from time to time at the discretion of the lessor and interest would be payable at such revised rates from such dates and in such manner as may be specified by the lessor.
- (b) That in addition, if any outstanding dues, come to light at a later date due to discrepancy in accounts the lessee would be responsible to make good such dues with interest on the lessor furnishing the details of such outstanding dues.
- (c) That under the License Agreement the Lessee has already completed the construction of a building or buildings for providing residential accommodation for himself/themselves and the members of the lessee.
- (d) That no building or building to be constructed and no alteration or addition to any building or construction existing for the time being shall be commenced by the lessee unless and until specification plans, elevations, sections and details thereof shall have been previously submitted by the lessee in Triplicate to the Executive Engineer of the Lessor(hereinafter referred to as "The Executive Engineer" which expression shall include anyother officer to whome the duties and functions of the Executive Engineer may be assigned for his scrutiny and the same have been approved in writing by the Executive Engineer.



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

or Addition the Lessee shall observed and conform to
the building conditions of the lessor and all
byelaws, rules and regulations of the local authority or
other body having authority in that behalf and any other
statutory regulations as may be inforce for the time
being relating in any way to the demised premises and
any building thereon.

PROVIDED FURTHER that, the no building erection
or structure (except a compound wall and steps and
grages and necessary adjuncts thereto) shall be erected
on any portion of the demised premises outside the
building line shown in the plan.

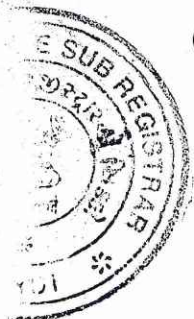
- (e) That the demised premises shall be enclosed by a
compound wall by the lessee at his expenses.
- (f) That if the lessee fails to complete the construction
work referred to in sub-clause(d) above within the
period specified in that sub-clause, this lease shall
stand terminated, unless for sufficient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



and the building
or building or
other construction
for the time

being thereon. He will pay the present land revenue assessment of the land leased which does not exceed RS.142/-(one hundred forty two only) or as may be fixed from time to time per Annum. He will also pay to the Lessor, in the manner determined by the Lessor, service charges, of whatever description (including charges for the supply of water, lessee's share of the expenses of the maintainance of roads and other common facilities and service charged by the lessor. As regard supply of water the lessee shall abide by the conditions laid down in that behalf by the lessor from time to time. Provided that in case any tax, cess rate of assessment is required to be paid by the lessor in respect of the demised premises, the lessee shall pay to the lessor an amount equal to such pay tax, cess, rate or assessment as the case may be.

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



substantial repairs
and condition
(including all
usual and necessary
internal and

external painting, colour and whitewashing) to the satisfaction of the Executive Engineer the building and premises and drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

(M) That the lessee shall, on a week's previous notice in that behalf, permit the lessor or the Managing Director or the Executive Engineer, and the officers, surveyors, workmen and or others employed by them from time to time, and at all reasonable times of the day during the terms hereby granted, to enter into or upon the demised premises and to inspect the state of repairs thereof, and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the lessee call upon him to execute the repairs, and upon his failure to do so within a reasonable time the lessor may execute them at the expense in all respects of the lessee.

(N) That the lessee shall not do or permit anything to be done on the demised premises which may be nuisance, annoyance or disturbance to the owners occupants or residents of other premises in the vicinity.

(O) That the lessee shall not interfere with or cause damage to the properties of the lessor whether located or inside the premises, such as water supply lines, drainage lines water meter, street lights and such other properties he is found interfering with or causing damage to the properties of the lessor. It would amount to breach of the conditions of the lessee and he would be liable to eviction from the occupied by him, under the provision of the Gujarat Public Premises (Eviction of Unauthorised occupants) Act-1972 or other law for the time in force, and the lessor will entitle to recover the cost of making good such damage with penalty at it may determine and such amount would be recover as arrears of land revenue.

(P) That the lessee will construct building or buildings on the demised premises and will use or permit the same to be only for the purpose of residence of himself and the members of the lessee who are employees and/or employers in the Industrial units in the said Industrial Area and matters connected therewith, and shall not use or permit to be used the demised premises or the building or buildings so constructed or any part thereof for any other purpose whatsoever.

(Q) That the Lessee will keep the buildings erected on the demised premises insured in the name of the lessee against loss or



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

- (R) That at the expiration or
sooner determination of the said term, the lessee will
quietly deliver to the lessor the demised premises and
all erections and building then standing or being
thereon:

Provided always that the lessee shall be at liberty, if he
shall have paid the rent and all Municipal, and other
taxes, rates, and assessments, then due and shall have
performed and observed the covenants and condition
be rein-contained prior to the expiration or
determination of the said term, to remove and
appropriate to himself all building, erections and
structures and materials from the demised premises, but
so nevertheless that the lessee shall deliver to the lessor
all land from which such buildings, erections or
structures may have been removed, after the same is
levelled and put in good order and conditions to the
satisfaction of the lessor.

- (S) That the lessee will not directly or indirectly transfer,
assign, underlet or part with the possession of the
demised premises or any part thereof or any interest
therein without the previous permission of the lessor,
for the purpose of this covenants, any change in the
construction of the lessee shall be deemed to be a
transfer by the lessee of his interest in the demised
premises in favour of another persons.


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

Provided further that where the lessee for the purpose of
constructing a building or buildings on the demised
premises wishes to obtain loan from a Bank or other
Institution by Mortgaging his leasehold interest in the
demised premises in favour of such Bank or Institution
permission of the lessor shall be deemed to have been
given subject to the conditions :-

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



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




3. All sums payable by the lessee to the lessor under these presents or recoverable by the lessor from the lessee under these presentation under, the Gujarat Industrial Development Act-1962 and all charges and expenses incurred by the lessor in connection therewith shall be recoverable from the lessee as arrears of land revenue under section 41 of that Act.

4. If the rent hereby recovered or any installment or premium price shall be in arrears for more than two months, whether the same shall have been legally demanded or not, or if and whenever there shall be a breach by the lessee of any of the convenents herein contained, the lessor may re-enter upon10/

.....10/

Provided always that the power of re-entry hereinbefore contain shall not be exercised unless and until the Managing Director on behalf or the Lessor shall have given to the lessee a notice in writing of his intension to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the lessee in remedying such breach or breaches within three months after the giving of such notice.

- 

...11/-

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

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

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



SCHEDULE
(Description of Land)

All that Piece of land Known as Resi. Plot No.329,330 in the Housing Sector of the Umbergaon Notified Industrial area consisting Revenue survey Nos.258/P within the village Limits of Solsumba, Taluka:Umbergaon, District-Valsad, containing by admeasurement 257 sq.mtrs. or thereabout and bounded as follows, that is to say :


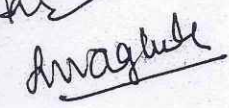
On or towards the North by :	GIDC Tree plantation.
On or towards the South by :	Residential Plot No.331
On or towards the East by :	10' wide road.
On or towards the West by :	Residential Plot No.334,335

In witness whereof the Lessor has caused Shri PC Tailor, 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.

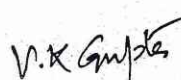
SIGNED, SEALED & DELIVERED
BY SHRI PC TAILOR, OFFICER
OF THE GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION,


Asstt. Manager (UMG)
G.I.D.C. Vapi.


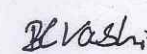
In the presence of.....

1. Shri V.D. Patel 
2. Shri L.V. Vaghela 

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


(Shri Vijaykumar J. Gupta)

In the presence of.....

1. Surendar Kumar 
2. B.C. Vashi 



The LESSOR

K.M. Patel

Shri... (power of Attorney holder of
Shri... P.C. Patil G.I.D.C. VAPI

Executing Party Indian Adult Serv G.I.D.C.

Vapi) Indian-Adult Service G.I.D.C. Vapi

admits Execution by Shri... P.C. Patil
G.I.D.C. VAPI,

Tal Pardi Dist Vallab

The LESSEE

Shri Vijay Kumar J. Gupta

Business Resident
Bachel Adult - Business Resident
G.I.D.C. - Vapi

Dist Vallab

Executing Party

Admits Execution

K.M. Patel

V.K. Gupta

(Vijay Kumar J. Gupta)

Shri Mahesh M. Patel

Residing at Vashu

Tal. Chikhli Dist Wardari

And Known to the Sub Registrar
State that they Personally
know the above executory and
identify him/them

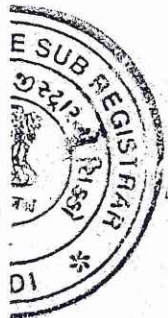
21.12.2014

Date. 23.1.2015

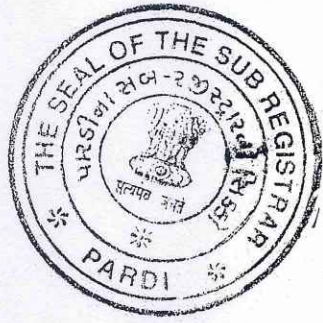
B.R. Gamit

(B.R. Gamit)

SUB-REGISTRAR PARDI



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Dt. 23-11-2012
B. D. Committee
SUB-REGISTRAR
PARDI



of Rs.

Special Adhesive
(GUJARAT GOVT.)**LICENCE AGREEMENT**
(HOUSING PLOTS)AN AGREEMENT made at Vapi this 5th day of JULY

One thousand nine hundred Ninety three between the GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Gujarat Industrial Development Act, 1962, and having its Head Office at Ahmedabad (hereinafter referred to as "the Licensor" which expression shall, unless the context does not admit include its successors and assigns) of the one Part Shri Vijay Kumar J. Gupta DO: M/S Veeragam Text Mills P. Ch. and Shri A. C. B. / 2305 - 2306 GIDC Waman residing at Waman a firm/company/society registered under Indian law and havint its registered office at Waman (hereinafter called "the Licensee" which expression shall, unless the context does not so admit, include his heirs, executors, administrators and assings/ its successors in business and assigns) of the other part.

Whereas the Licensor is seized and possessed of the land described in the schedule hereunder written (hereinafter referred to as "the said land").

And Whereas the Licensee has applied to the Licensor to allot the said land to Licensee for constructing a building for providing residential accommodation for himself or for the employees employed the Licensee in the industry run by him in the industrial area, and whereas as per terms of the form of offer tendered by the Licensee, the Licensee has paid to the Licensor by

way of part payment of the said land a sum of Rs. 115-65/- being an amount equall to 30 percent of the premium price calculated at the rate of — per sq. yard. i. e. Rs. 150/- per sq. mtrs. and has a greed

to pay the balance of the premium price with interest at 19.7 Percent per annum in the manner hereinafter appeering and in consideration thereof the Licensor has agreed to grant to the Licensee for the purpose of constructing a building for providing a ccommodation for himself or for the employees employed by the Licensee in the industry run by him in the industrial area a Licensee in the first instance in respect of the said land on the terms and conditions hereinaftir appearing and has agreed that on the Licensee observing and performing all the terms and conditions the Licensee a Lease of the said land in the form prescribed by the Licensor.

(5)
to the authorise concerned, the Licensee shall make such payment to the Licensor within the period specified by the Licensor thereof.

Indemnity

(t) The Licensee will keep the Licensor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by such buildings or in consequence of the execution of the afore-said works and also under the authority herein contained

Sanitation

(g) The Licensee shall observe and confirm 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 shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land its surroundings, clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, of the Licensor permit any labourers or workmen to reside upon the land and in event of such consent being given shall comply strictly with the terms thereof.

Excavation

(h) The Licensee will not make any exavation upon any part of the said land or remove any stone, earth or other material therefrom except so far as may, in the opinion of the officer authorised by the Licensor, be necessary for the purpose of forming the foundations of the buildings and compound walls and executing the works authorised by this agreement.

Insurance

(i) The Licensee will keep the buiding already erected or which may hereafter be erected on the said land excluding foundation and plinth, insured in the name of the Licensee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinth) in some well established insurance company.

(j) The Licensee will not directly or indirectly transfer, assign, sell, sublet, encumber or part with his interest under or the benefit of this Agreement or any part thereof or part with possession of the whole or a part of the said land in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions as he may in his absolute discretion think fit.

Provided further that a sub-letting by the Licensee of the building or of tenement therein whether under a Licence or otherwise shall be deemed always to have been permitted under this clause if the subletting is by way of residential accommodation to an employee employed by the Licensee in

the industry run by the Licensee in the Ummur Industrial Area,

(7)

to forfeit the amounts already paid by the Licensee and to terminate this Agreement by giving 24 hours notice and thereupon to re-enter and resume possession of the said land and everything thereon and thereupon this Agreement shall cease and the Licensee shall be allowed to remove materials, plants and things after the expenses and dues of the Licensor are paid.

(ii) To continue the said land in the occupation of the Licensee on payment of such of fine as may be decided by the Licensor.

(iii) To direct removal or alteration of any building or structure erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrears of land revenue

Extension
of time

8. Not with standing any such default as aforesaid, the Licensor may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or any with reference to clause 5 (d) fix any extended period for the completion of the residential building and the works, if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the residential building and to accept a Lease shall be taken to refer to such extended period.

* Form of
Lease

Grant of
Lease

9. As soon as the Executive Engineering of the Licensor has certified that the residential building and work have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions herein before contained, the Licensor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land for a term of 99 years from the date of execution of the Licence agreement or from the date of possession being given to the Licensee, whichever is earlier, at the yearly rent as may be fixed by the Licensor from time to time.

* 10. The deed of Lease shall be prepared in duplicate in accordance with the form prescribed by the Licensee and all cost, charges and expenses of and incidental to the execution of this Agreement and its duplicate and also to the execution of the Lease and its duplicate shall be borne and paid by the Licensee along.

* Tick mark is Condition 10.

16 Mk (rub)tr

FROM : VIM PUT LTD1

FAX NO. : 912226851483

Jun. 01 2011 02:23PM P 4

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On or towards North By GIDC (Marine)

On or towards South By Plot No. 33

On or towards East By Road

On or towards West By Plot No. 33 43335

IN WITNESS WHEREOF THE LICENSOR HAS CAUSED

SHRI H. S. Mistry
and Officer authorised by it, to set his hand and affix the common seal
hereto and the Licensee has hereunto set his hand and seal on the day and
year first above written.

SIGNED SEALED AND DELIVERED BY
The Gujarat Industrial Development Corporation,
In the presence of :-

1)

2)

SIGNED SEALED AND DELIVERED BY
The Above Named Licensee
In the presence of :-

1)

2)

(3)

- d) The fourth quarterly instalment will be paid on or before the tenth day of the month of Jan. 2011

The Licensee will make full and regular payment of all the instalments that are required to be paid under this sub-clause.

"Provided that in the event of increase in the rate of in the minimum rate leading by the financial institutions or on account of increase in the overall borrowing rate of interest in money-markets, the rate of interest will be suitable revised by the Corporation from time to time and the Licensee 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 instalments will be so refixed so as to absorb the higher rate of interest. Licensee be bound to pay such instalments as refixed"

The Licensee agrees that if any payment is delay or not paid he will pay to the Licensor interest at the rate of 3% above the normal rate of Corporation per annum of the amount of default, provided further that during the currency of this agreement it shall be open to the Licensee to pay at any time the Licensor in lump sum the amount of the premium price than due from him together with the amount of interest if any, due thereon.

Grant of
Licence.

3. The Licensee shall have Licence and authority only to enter upon the said land described in the schedule hereunder written for the purpose of constructing a building for providing residential accommodation for himself or for the employees employed by the Licensee in the industry run by him in the industrial area and for no other purpose whatsoever. If the Licensee uses the said land in contravention of the terms of this Licence than the Licensor will be entitled to terminate this Licence and evict the Licensee without prejudice to the other rights which the Licensor may have

Not a demise

4. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed but the Licensee shall only have a Licence to enter upon the said land for the purpose of performing this agreement.

Submission of
plans for
approval

5. The Licensee hereby agrees to observe and perform the stipulations following, that is to say :

(a) That he will within 3 months of the date hereof submit to the Executive Engineer of the Licensor (hereinafter called the Executive Engineer which expression shall include any other office to whom the duties and functions of the said Executive Engineer of the Licensee may be assigned) for his approval the specifications plans, elevations, sections and details of the residence buildings hereby agreed by the Licensee to be erected on

② And Whereas the parties hereto are desirous of recording the terms of Licence in writing.

NO IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES as follow :-

LICENCE TO OCCUPY :-

1. The Licensor hereby permits the Licensee to use and occupy the said land on the terms and conditions here inafter appearing.
2. The premium price of the said land shall consist of the following :-

(a) a sum of Rs 41565/- being 30% premium price calculated at the rate of Rs 45/- per sq. mtrs. i. e. Rs. --- per sq. yd. of the said land to be paid alongwith the offer.

(b) a sum of Rs 26985/- being 70% premium price calculated at the rate of Rs. 105/- per sq. mtrs. i. e. Rs. --- per sq. yard. to be paid with interest at the rate of 19 percent in quarterly instalments over a period of 218 years commencing as shown below :

Until the entire amount payable under this clause is paid by the Licensee to the Licensor the Licensee will in each calender year within two monts from the expiry of his accouting year supply to the Licensor a copy of his profit and loss account pertaining to that accounting year and to the business run by him in the said land.

In addition to the amount of Rs. 11565/- mentioned above the Licensee agrees to pay the Licensor the balance amount of Rs. 26985/- (Rupees Twenty Six thousand nine hundred, awake with interest at the rate of 19 within a period of 218 years commencing from 9/93 in the following manner :-

1. Only interest to be paid at the rate of 19 per annum during next 2 years in 8 quarterly instalments. Each such instalment shall consist of Rs. 1541.20 and commencing from 9/93
2. Thereafter, within a period of 8 years, balance of Rs. 26985/- is to be paid in 32 quarterly instalments of Rs. 843/- plus interest on outstanding deminishing balance. Such instalment shall commence from 9/95

Each instalment shall be payable as under :-

- a) The first quarterly instalment will be paid on or before the thenth day of the month of Jan
- b) The second quarterly instalment will be paid on or before the tenth day of the month of Dec
- c) The third quarterly instalment will be paid on or before the tenth day of the month of Mar

Registered
with Licensor
and unearned
increment

... event or such transfer, assignment, selling, subletting or parting with, a notice thereof shall be delivered to the Chief Executive Officer or such Officer of the Licensor as the Licensor may direct by the Licensee and the person in whose favour such transfer assignment, selling, subletting or parting which has been effected. Such notice shall be given within twenty days from the date on which the transfer, assignment, selling, sub-letting or parting with becomes effective. If the Licensee has been able to get increased value of the land, such increase as may be regarded as unearned increment may be valued by the Licensor and thereupon 50% of unearned increment as so determined will be surrendered by the Licensee to the Licensor, the decision of the Licensor on the question of unearned increment shall be final and binding on the Licensee.

(l) The Licensee shall not at any time do, cause or permit any nuisance in or upon the said land.

Access Roads

(m) The Licensee shall at his own cost construct and maintain access road leading from the Estate road to the said land in strict accordance with the specification and details prescribed by the Executive Engineer of the Licensor.

Power to
terminate
Agreement

6. Should the Executive Engineer of the Licensor not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required of if the same shall not be submitted within the time herein before stipulated the Licensor may be notice in writing to the Licensee terminate this agreement and if possession as a Licensee has been given to the Licensee, may re-enter upon the said land and Licensee will be allowed to remove the building materials and machinery, if any, of the Licensee.

Power of
Licensor

7. Until the residential building and works have been completed and certified as completed in accordance with clause (9) hereof and the premium price is paid in full the Licensor shall have the following rights and powers, namely :-

To enter or
inspect

(a) The right for the Licensor and its Officer and Servants at all reasonable times to enter upon the said premises to review the state and progress of the work and for all other reasonable purpose :-

(b) Power :-

(i) In spite of the Licensor having approved the Plans if the Licensee shall fail to complete the said residential building within the time aforesaid and accordance with the stipulations herein before contained (time in this respect being the essence of the contract) or shall commit default in payment of instalment with interest as agreed to be paid by the Licensee to the Licensor as provided in clause (2) hereof or shall not proceed with the works with due diligence and shall fail to observe any of the stipulation on its part herein contained, the Licensor shall have a right

Y
V.K. 11/6

9. All notices, consents and approvals to be given under this agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

Licensors may
alter estate rules

12. The Licensor may at any time and from time to time alter the layout, building regulations, General Estate Regulations and other conditions relating to the other parts of the Estate of the Licensor of with the said land from part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Licensor or any person claiming under the Licensor.

Breach of
conditions

13. In the event of any breach of conditions or covenant of these presents by the Licensee, the Licensor shall be entitled to terminate this Agreement by giving (24) hours notice.

Marginal notes

14. The marginal notes do not form part of this agreement and they shall not be referred to for the construction and interpretation thereof.

Exercise of rights
etc. by officers
servant of
Licensor

15. The rights, powers etc. of the Licensor and/or the Executive Engineer of the Licensor under these presents may be exercised by any Officer or Servants, or agent of the Licensor duly authorised by the Licensor.

Conflict
between
agreement and
regulations

16. Should there be any conflict between the terms contained in this agreement and the terms contained in the building conditions and General Estate Regulations the former shall prevail.

✓ All that piece of land known as Plot No. 329 & 330 forming part of R. S. NOs. 2581P in the Ummergi Industrial Area within the village limits of Solshimbi Taluka Ummergi District Valsad containing by admeasurement 257.00 sq. meters i. e. — sq. yds. or thereabout and bounded as follows. that is to say :-

MXG/10

(4)

the said land and the Licensee shall at his own cost and as often as he may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer of the Licensor and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him, the Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer of the Licensor, provided that the Executive Engineer shall within two months from the date of the receipt of the plans, specifications, elevations and sections as aforesaid communicate to the Licensor his approval or any objection thereto.

Fencing
construction.

(b) The said land shall be fenced in during construction by the Licensee at the expense in every respect of the boundry of the said land shall be demarcated the Licensee at his expences.

No work to
commence
until plans are
approved.

(c) Now work shall be commenced which infrings any of the building conditions as also other regulations so far as the same may be applicable to the said land until the said plans and elevations shall have been so approved as aforesaid and thereafter the Licensee shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

Time limit for
commencement
and completion
of construction

(d) The Licensee shall, within a period of six months from the date hereof commence and within a period of two years from the said date at his own expense and in a substantial and workman like manner and with new and sound materials and in compliance with all rules, bye laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the said plans, elevations, details, specifications and the Buiding Conditions of the Licensor, build and completely finish fit for occupation a building to be used as residential accommodation for himself for the purpose intended in the building and shall also provide the said building with all requisite drains and other convenience thereto as may be necessary.

Licensee to
pay rates
taxes etc.

(e) The Licensee will pay all rates, taxes, and cesses, payable in respect of the said land and any buildings erected thereon and will also pay the charges of whatever description including charges for the supply of water and his share of expenses of maintenance of roads and other common facilities and the claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon. He will also pay to the Licensor in the manner determined by the Licensor service charges of whatever description (including, charges for the supply of water, Licensee's share of the expenses of maintenance of road and other common facilities and services) charged against the Licensee by the Licensor. As regards supply of water, he shall abide by the conditions laid down in that behalf by the Licensor from time to time. Provided that if the Licensor demands in writing that any of such payments should be made to the Licensor for remittance

for the purpose of the said building