

LEASE DEED

IN RESPECT OF

LEASE DEED in respect of Land at Industrial Park in of Varsamedi,
Ta. Anjar Kachchh, S.No.725 Paiki, 726-1 Paiki & 727 Paiki,
Total Area admeasuring 26,571.00 Sq. Mtr.
(i.e. Acre 6-22 Guntha)

EXECUTED BY

WELSPUN ANJAR SEZ LIMITED

Through its Authorized Signatory

Girishkumar K. Mathur

IN FAVOUR OF

GRG ACCESSORIES LTD

Through its Authorized Signatory

Jitendra S. Sharma

EXECUTED ON

15 th day of May, 2018

AT ANJAR – KACHCHH



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No. : IN-GJ71826166085652Q

Certificate Issued Date : 11-May-2018 04:06 PM

Account Reference : IMPACC (FI)/ gjelimp10/ ANJAR/ GJ-BJ

Unique Doc. Reference : SUBIN-GJGJELIMP1092288568101837Q

Purchased by : D R ZALA

Description of Document : Article 30(a) Lease - (Immovable Property) - Rent

Property Description : S NO.725 P, 726/1 P AND 727 P, IND. PARK, TOTAL AREA.26571.00 SQ MT, VILL.VARSAMEDI, TA.ANJAR KUTCH.

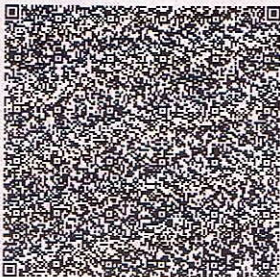
Consideration Price (Rs.) : 15,94,260
(FifteenLakh Ninety Four Thousand Two Hundred And Sixty only)

First Party : GRG ACCESSORIES LTD

Second Party : WELSPUN ANJAR SEZ LTD

Stamp Duty Paid By : GRG ACCESSORIES LTD

Stamp Duty Amount(Rs.) : 1,56,300
(One Lakh Fifty Six Thousand Three Hundred only)



TQ 0000288941

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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LEASE DEED in respect of Land at Industrial Park of Welspun Anjar SEZ Limited in
sim of village : Varsamedi, Taluka : Anjar Kachchh, Survey No.725 Paiki, 726-1
Paiki & 727 Paiki, Total Area admeasuring 26,571.00 Sq. Mtr.



THIS LEASE DEED made on this 15 th day of May, 2018 by and between

WELSPUN ANJAR SEZ LIMITED,

a company registered under the Indian Companies Act, 1956,

having its Registered Office at Welspun City,

Varsamedi, Taluka Anjar- Kachchh

having its PAN No. AAACW6496R

Through its constituted attorney

Mr. Girishkumar K. Mathur,

Age 52 about, Indian, Service by Occupation,

Residing at Welspun City, Village Varsamedi, Ta. Anjar-Kachchh

Aadhar Card No. 2907 5894 7553,

Mobile No. 98795 08033

hereinafter referred to as "**LESSOR**" of the **FIRST PART.** (which expression shall unless it be repugnant to the context or meaning thereof shall include its administrators, successors and assigns)



AND



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GRG ACCESSORIES LIMITED

a company registered under the Indian Companies Act, 1956,
having its Registered Office at 805, Aggarwal Millenium Tower-I, Netaji Subhash
Place, Pitampura, Delhi – 110034, PAN – AAGCG4008H

Through its constituted attorney

Mr. Jitendra Sohanlal Sharma,

Age 39 about, Indian, Service by Occupation,

Residing at. 06, New C.B.X., Adipur, Ta. Gandhidham- Kachchh, 370 205

Aadhar Card No. 9588 4125 8060

Mobile No. 9978990831

hereinafter referred to as "**LESSEE**" of the **SECOND PART**. (which expression shall unless it be repugnant to the context of meaning thereof shall include its administrators, successors and assigns)

The Lessor and the Lessee are hereinafter collectively referred to as "Parties" and individually referred to as a "Party".



WHEREAS

The Lessor is the absolute owner of and / or otherwise well and sufficiently entitled to land being Survey No.725 Paiki, 9,439.00 Sq.Mtr., 726-1 Paiki, 16,726.00 Sq.Mtr. & 727 Paiki, 406.00 Sq.Mtr., **Total Area admeasuring 26,571.00 Sq. Mtr.** situated at Welspun City, Village Versamedi, Taluka Anjar, District Kutch, State Gujarat, Pin Code 370 110 (hereinafter referred to as the "**Land**") more particularly described in Schedule I.

B. The Lessee has requested the Lessor to grant on lease the Land for manufacturing activities and other ancillary activities. Accordingly, the Lessor has agreed to provide and grant the Land on lease to the Lessee per the terms and conditions contained in this Lease Deed.

C. It is agreed between the parties that the Lessor shall provide lease of the Land to Lessee for terms and conditions mentioned herein after

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

In addition to other words and expressions that may be defined elsewhere herein, unless the context otherwise requires, the capitalized terms wherever used in the Lease Deed shall have the meanings as ascribed hereunder:

The recitals contained hereinabove shall form an integral and operative part of this Lease Deed as if the same were set out and incorporated herein.



Welspun Anjar SEZ Ltd



GRG Accessories Ltd

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1. GRANT OF LEASE

In consideration of the stipulations herein described and the observance by the Lessee of the terms & conditions hereinafter contained and agreed by it, the Lessor do hereby grant permission to the Lessee to use and occupy the Land, purely on a temporary basis, for a period of **25 years** ("Term"), commencing from **1st May 2018** ('Commencement Date') and shall expiry on **30st April 2043**.

- 1.1 The Parties may renew this Lease Deed for a mutually agreed period at least 30 days prior to the expiry of the Term on the same terms and conditions as contained herein.

2. LEASE RENT

- 2.1 On and from the Commencement Date, the Lessee shall pay to the Lessor a lease rent of **Rs.15,94,260/- [in words Rupees Fifteen Lac Ninety Four Thousand Two Hundred Sixty only]** per year (the "Lease Rent").
- 2.2 The Lease Rent shall be exclusive of all taxes. Service tax on lease shall be additionally charged to the Lessee. Further, any Goods and Services tax (GST) and/or any other like impositions as may be applicable from time to time, shall be additionally charged, levied and/or imposed on the



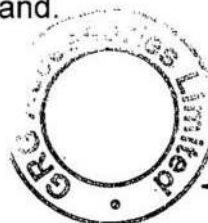
Lease Rent and/or any other amounts/charges payable by the Lessee under this Lease Deed and/or the lease granted herein and, the same shall be borne and paid by the Lessee alone in addition to the lease rent as per the provisions of the said taxes / levies and the Lessor shall have no liability in respect thereof.

All present and future, municipal taxes, other taxes, levies, cess, dues, duties and impositions and outgoings payable in respect of the Land as may be levied by any other statutory bodies and authorities shall be payable by the Lessor.

- 2.4 The Lease Rent shall be subject to taxes deducted at source ("TDS") and the Lessee shall deduct TDS per applicable rates and remit such TDS to the credit of the government account and furnish TDS certificates to Lessor.

3. ELECTRICITY AND WATER CHARGES

- 3.1 The Lessee shall be responsible for making its own arrangements for distribution of electricity and water supply within the leased Land. The Lessee shall regularly pay to the electricity and water service provider, the charges for utilisation of the electricity and the water consumed by the Lessee within Leased Land, which charges shall be paid by the Lessee as per the bills sent by the electricity & water service provider as per the reading shown on the meter installed at the Land.



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4. INSURANCE

- 4.1 The Lessor shall ensure that it will at all times during the subsistence of the lease hereby granted, obtain and keep valid insurance, including third party insurance in respect of the Land and buildings to be constructed thereon.
- 4.2 The Lessee shall at all times during the subsistence of the lease hereby grant, obtain and keep valid insurance in respect of the stocks, workmen, machinery, building, materials and all other equipment etc. installed by the Lessee.

5. SIGNAGE

The Lessee shall be entitled to affix its name-boards / sign-boards and / or name plates at the entrance of the Land. However, the Lessee shall mention at a conspicuous place that the Land is taken on lease from the Lessor.

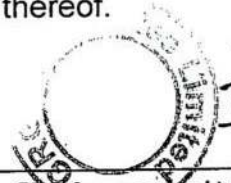
6. DUTIES & RESPONSIBILITIES OF THE PARTIES

6.1 The Lessee agrees with and confirms to the Lessor as follows:

- 
- (a) To use the Land only for manufacturing Products and other ancillary purposes incidental thereto.
 - (b) The Lessee shall during the Term hereof, keep the Leased Land and properties therein in good order and condition.
 - (c) During the Term, the Lessee shall not store or allow to be stored in the Land, any dangerous or hazardous material that may imperil the safety and/or which may be of nuisance and/or cause annoyance to the Lessor.
 - (d) Not to create any encumbrance, charge, mortgage, lien, interest or third party rights of any nature whatsoever in or upon of the Land.
 - (e) To permit the Lessor's authorized representatives during all reasonable hours and after giving to the Lessee prior 48 hours prior notice in writing, visit the Land at the time agreed between the Parties for inspecting the Land and to ascertain the state of the Land.
 - (f) Not to hold the Lessor responsible or liable for any loss or damage suffered by the Lessee on account of any theft, fire or other destruction caused to or in the Land to any property articles or things brought by the Lessee in the Land.
 - (g) The Lessee shall not grant / create any sub-lease or license or any other form of such right over the Land in favour of any third party. The Judicial possession of the Land shall at all times remain with the Lessor and the Lessee shall at no time claim any right, title, or interest in the Land or any part thereof.



Welspun Anjar SEZ Ltd



GRG Accessories Ltd



- (h) To undertake all such constructions and modifications as may be required under applicable law including construction of boundary wall.
- (i) Not to cause any obstruction, hindrance or interference to the occupiers of the adjacent premises / land.
- (j) Not to create any nuisance, intrusion or encroachment on the adjacent premises / land.
- (k) To undertake and implement necessary steps for ensuring fire safety and prevention at Land. To take an expert's opinion for determination and implementation of such fire safety measures and share such expert's recommendations with Lessor.

6.2 The Lessor hereby agrees with and confirms to the Lessee as follows:

- (a) The Lessor shall undertake to construct on the Land, if any, in accordance with the requirements and specifications of the Lessee.



- (b) That the Lessor has full power and absolute authority to grant this lease to the Lessee. That the Lessor is holding valid and marketable title to the Land.

That on the Lessee paying the Lease Rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall peaceably and quietly hold, possess and enjoy the Land during the Term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.

- (d) That the Lessor shall pay and discharge all existing and future liabilities of rates, taxes, levies, cess, charges, assessments, outgoing and such other dues to the Central/State Government, Municipality, local bodies and authorities in respect of the Land, punctually and on time.
- (e) In case there is any leakage or seepage from the walls, the Lessor will repair it at its own cost within a reasonable time as soon as the Lessor is intimated by the Lessee. In the event the Lessor fails to carry out such repairs, the Lessee shall have the right to carry out such repairs, and deduct the expenses incurred, from the Lease Rent payable to the Lessor.



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7. INDEMNITY

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7.1 Lessee will, from and after the Commencement Date:

- (a). assume all environmental liabilities relating to the Land resulting from Lessee's operations of the Land including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Land or migrating from the Land and;
- (b). indemnify and save harmless the Lessor from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them arising out of or in connection with all such liability mentioned under 7.1 (a) above.

8. TERMINATION

8.1 Termination by Lessor.

Lessor may terminate this Lease Deed any time at its convenience without any reasons by prior written notice of 180 (One hundred eighty) days.



Termination by Lessee

The Lessee may terminate this Lease Deed any time at its convenience without any reasons by providing prior written notice of 180 (One hundred Eighty) days to Lessor.

Upon termination or expiry of this Lease Deed, the Lessee shall hand over vacant and peaceful possession of the same within 7 (seven) days from the date of such termination.

9. GOVERNING LAW AND JURISDICTION

This Lease Deed shall be governed by and construed and enforced in accordance with the laws of India and the Court in Anjar, Gujarat shall have exclusive jurisdiction to entertain any and/or all proceedings under this Lease Deed.

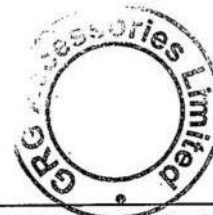
10. MISCELLANEOUS

10.1 Amendment and Assignment

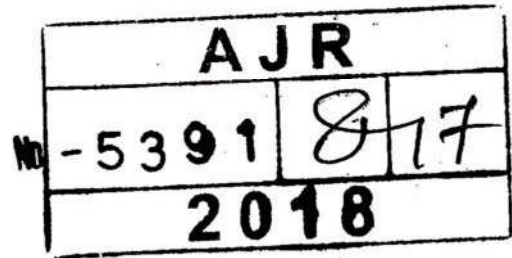
This Lease Deed shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Lease Deed shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the Parties.



Welspun Anjar SEZ Ltd



GRG Accessories Ltd



10.2 Notices

All notices under this Lease Deed shall be sent by registered post acknowledgement due, at the respective addresses of the Lessor and the Lessee, as hereinabove contained, unless communicated otherwise in writing.

10.3 Waiver

No delay on the part of the either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of Lessor or the Lessee of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

10.4 Severability

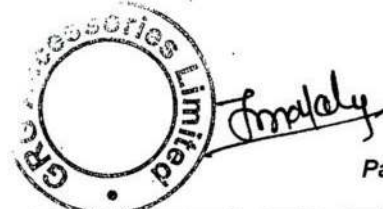
Any provision of this Lease Deed which is held to be invalid or unenforceable for any reason shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

10.5 Further Assurances

Subject to the terms and conditions of this Lease Deed, each of the Parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper to fulfil its obligations under this Lease Deed.

10.6 Stamp Duty

The stamp duty and registration charges payable in respect of this Lease Deed shall be borne and paid by the Lessee.

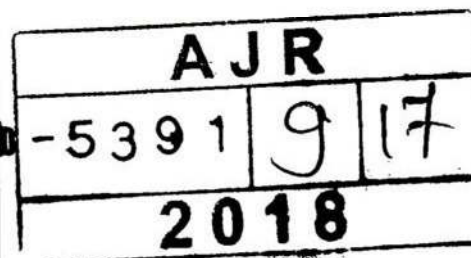


Schedule I

Description of the Land

Land Survey No. 725 Paiki, admeasuring area 9,439.00 Sq. Meter (i.e. Acre 2-13 Guntha) situated at WASEZ Industrial Park, Welspun City, Village Versamedi, Taluka Anjar, District Kutch, State Gujarat, Pin Code 370 110.

Four sight of Land Survey No. 725 Paiki	
On or towards EAST	Land Survey No. 726/2
On or towards WEST	Part Land Survey No. 725 Paiki
On or towards NORTH	Road
On or towards SOUTH	Part Land of S. No. 725 Paiki



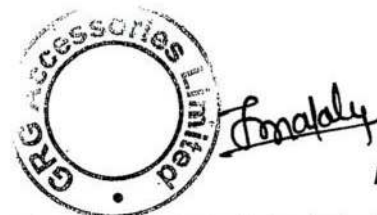
Land Survey No. 726/1 Paiki, admeasuring area 16,726.00 Sq. Meter (i.e. Acre 4-05 Guntha) situated at WASEZ Industrial Park, Welspun City, Village Versamedi, Taluka Anjar, District Kutch, State Gujarat, Pin Code 370 110.

Four sight of Land S. No.726/1 Paiki	
On or towards EAST	Land Survey No. 728
On or towards WEST	Land Survey No. 726/2
On or towards NORTH	Road
On or towards SOUTH	Part Land of S.No. 726/1 Paiki & 727



Land Survey No. 727 Paiki, admeasuring area 406.00 Sq. Meter (i.e. Acre 0-04 Guntha) situated at WASEZ Industrial Park, Welspun City, Village Versamedi, Taluka Anjar, District Kutch, State Gujarat, Pin Code 370 110.

Four sight of Land Survey No.727 Paiki	
On or towards EAST	Land Survey No. 727 Paiki
On or towards WEST	Land Survey No. 726/1
On or towards NORTH	Land Survey No. 726/1
On or towards SOUTH	Part Land Survey No. 727 Paiki



IN WITNESS WHEREOF, the Parties hereto have caused this Lease Deed to be duly executed and delivered as of the day, month and year first above written.

For, Welspun Anjar SEZ Limited


Authorised Signatory

Signed / Stamp and Delivered

By the within named "Lessor"

WELSPUN ANJAR SEZ LIMITED

By the hand of its Authorized Signatory

Mr. Girishkumar K. Mathur

For, GRG Accessories Ltd.


Authorised Signatory

Signed / Stamp and Delivered

By the within named "Lessee"

GRG ACCESSORIES LIMITED

By the hand of its Authorized Signatory.

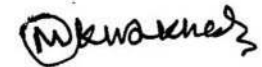
Mr. Jitendra Sohanlal Sharma

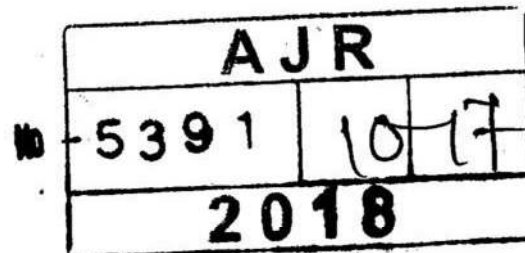
In the presence of

(1)

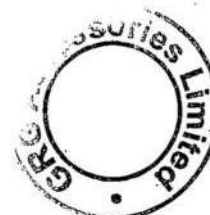

(Jasmin S. Patel)
BAM - C.A.S.P. Welspun Corp Ltd,
Mossamede, Anjar

(2)


(Manji Bhemji Khokhar)
21, Kesari Nagar, Adipur.



Welspun Anjar SEZ Ltd



GRG Accessories Ltd

SCHEDULE AS PER SEC. 32(A) OF REGISTRATION ACT, 1908

For, Welspun Anjar SEZ Limited

Authorised Signatory



Mr. Girishkumar K. Mathur
Authorized Signatory
Welspun Anjar SEZ Limited
Lessor

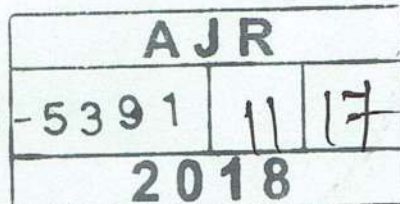


For, GRG Accessories Ltd.

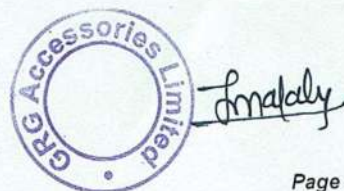
Authorised Signatory



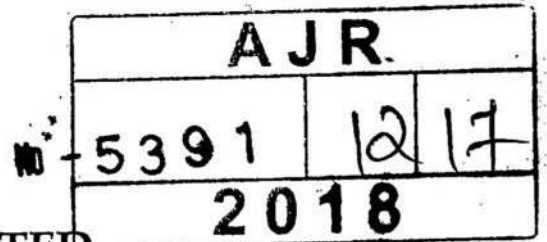
Mr. Jitendra Sohanlal Sharma
Authorized Signatory
GRG Accessories Ltd.
Lessee



Welspun Anjar SEZ Ltd



GRG Accessories Ltd



WELSPUN ANJAR SEZ LIMITED

Registered Office: Welspun City, P.O. Versamedi, Taluka Anjar-370110, Gujarat
CIN: U22210GJ1995PLC027871 Website: www.welspunindia.com E-mail Companysecretary_wil@welspun.com

CIRCULAR RESOLUTION 1/2017-18

CERTIFIED TRUE COPY OF CIRCULAR RESOLUTION 1/2017-18 OF THE BOARD OF DIRECTORS OF WELSPUN ANJAR SEZ LIMITED PROPOSED ON WEDNESDAY DECEMBER 13, 2017 AND PASSED ON WEDNESDAY DECEMBER 13, 2017.

AUTHORITY TO REPRESENT COMPANY, IN RESPECT OF COMPANY MATTERS BEFORE GOVERNMENT AUTHORITIES:

"RESOLVED THAT in supersession of the earlier resolution passed by the Board on April 18, 2016, Mr. Mahendrasinh Sodha and Mr. Mr. Girish Mathur, Representatives of the Company be and are hereby, severally, authorised:

- 1) To negotiate with the parties for acquisition of land by the Company
 - 2) To sign a conveyance deed / sale deed / Agreement for sale or necessary other documents for purchase and of land in the district of Kutch, State of Gujarat
 - 3) To make necessary applications for various permissions required for setting up the project including but not limited to:
 - a) application for conversion of land from agricultural land to non-agricultural land.
 - b) application for construction permission.
 - c) permission for supply of electricity installation of DG set.
 - d) application for obtaining No Objection Certificate from Gujarat Pollution Control Board.
- registration under Goods and Services Tax Act (State and Central).
registration under the Factories Act and other labor and Industrial laws.
make necessary application to local authorities for setting up the project and other incidental activities connected thereto.
to sign and submit necessary applications, request, forms, returns, representation etc. and represent the Company before the Central or State Government, local municipal authorities, office of the collector, office of sub-registrar of assurance, board / department of telecommunication, water, electricity, environment, revenue authorities, labor authorities, and such other boards/ departments before which the Company may be required to be represented in connection with business operations of the Company or matter related thereto and generally to do all such acts, deeds, things and matters as may be appropriate, expedient and necessary to give effect to the foregoing.

RESOLVED FURTHER THAT Mr. Mahendrasinh Sodha and Mr. Mr. Girish Mathur, Authorised Representative of the Company be and are hereby severally authorised to do all such acts, deeds, things and matters as may be appropriate, expedient and necessary to give effect to the above resolution.



WELSPUN ANJAR SEZ LIMITED

Registered Office: Welspun City, P.O. Versamedi, Taluka Anjar-370110, Gujarat

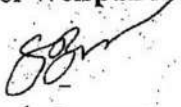
CIN: U22210GJ1995PLC027871 Website: www.welspunindia.com E-mail Companysecretary_wil@welspun.com

CIRCULAR RESOLUTION 1/2017-18

RESOLVED FURTHER THAT any of the Directors of the Company or the Company Secretary be and are hereby severally authorized to issue a certified true copy of this resolution and to do all such acts, deeds and things as may be necessary or incidental to give effect to the above resolution."

<<<<Certified True Copy>>>>

For Welspun Anjar SEZ Limited


Shashikant Thorat
Company Secretary
FCS: 6505



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No - 5391	13	17
2018-		



GRG ACCESSORIES LIMITED

805, Aggarwal Millennium Tower-I, Netaji Subhash Place,
Pitampura, Delhi - 110034.

CIN: U17309DL2016PLC300549

Tel: 011 27356564, Email: akc@grggroup.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTOR OF THE COMPANY HELD ON THE 10TH MAY, 2018 AT THE REGISTERED OFFICE OF COMPANY AT 805, AGGARWAL MILLENNIUM, TOWER-I, NETAJI SUBHASH PLACE, PITAMPURA, DELHI-110034

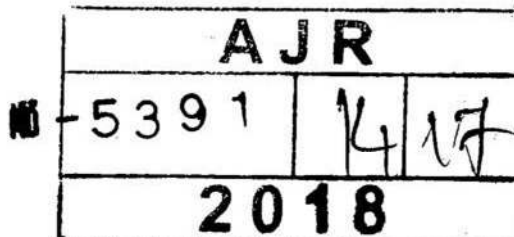
"RESOLVED that the Board has decided to take on lease the premises of WELSPUN ANJAR SEZ LIMITED situated at, Survey No.725 Paiki, 9,439.00 Sq.Mtr., 726-1 Paiki, 16,726.00 Sq.Mtr. & 727 Paiki, 406.00 Sq. Mtr., Total Area admeasuring 26,571.00 Sq. Mtr. situated at Welspun City, Village Versamedi, Taluka Anjar, District Kutch, State Gujarat, Pin Code 370 110, for the industrial purpose, at yearly lease rent of Rs. Rs.15,94,260/-"

"FURTHER RESOLVED that Mr. Jitendra Sharma s/o Mr. Sohanlal Ramlal Sharma r/o 6, New C.B.X. behind Janta Petrol Pump, Adipur, Gandhidham, Kachch, Gujarat- 370205, Authorised signatory of the Company is hereby authorized to sign and execute necessary documents and lease deed regarding the hiring of said premises."

Certified to be true

For GRG Accessories Ltd.

Suresh Sharma
Director
DIN: 00392764



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2018		

15/05/18 11:31:20 am Version:1.1.2018.5

Serial No. 5391
 Presented of the office of the Sub-Registrar of
S.R.O - ANJAR Between the hour of
 11 to 12 on Date 15/05/2018



Welspun Anjar SEZ Ltd. Thro. Its Autho. Sign.
 Girishkumar K Mathur

(R B Gohil)

Sub Registrar
 S.R.O - ANJAR

Receipt No :- **2018047010739**

Received Fees as following	Rs.
Registration	31890
Side Copy Fee (11)	110
Other Fees	0
TOTAL :-	32000

ગુદી સાઈડ ફી રૂ. 60/-
 વાવડી નં. 2018047010739
 તા. 15-5-18.

શ્રી જમા લીધી

ફાઈલ નં. 002171
 તારીખ 11/05/2018
 બેંક - AXIS Bank Anjar Branch

સબ રજીસ્ટ્રાર-અંજાર

(R/B Gohil)

Sub Registrar
 S.R.O - ANJAR

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing 1:000	Welspun Anjar SEZ Ltd. Thro. Its Autho. Sign. Girishkumar K Mathur Add. Welspun City Varsamedi Anjar	52			
Claiming 1:000	GRG Accessories Ltd. Thro. Its Autho. Sign Jitendra Sohanlal Sharma Add. 6 New CBX Adipur	39			

Executing Party
 admits execution

AJR		
5391	16	17
2018		

15/05/18 11:31:20 am Version:1.1.2018.5

1 D R Jhala
Add. Anjar



2 Manji Bhanji Khokhar
Add. Kesar Nagar
Adipur



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

1.

2.

Date 15 Month May - 2018



R B Gohil
Sub Registrar
S.R.O - ANJAR

Received Copies of Certified Evidence of Seller , Buyer and Identifiers of Document	
Date	15/05/2018

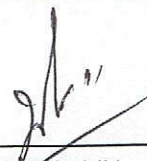
(R B Gohil)
Sub Registrar
S.R.O - ANJAR

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Version:1.1.2018.5

1	Book No.	5391	Registered No.
Date : 15/05/2018			


(R.B Gohil)
Sub Registrar
S.R.O - ANJAR

