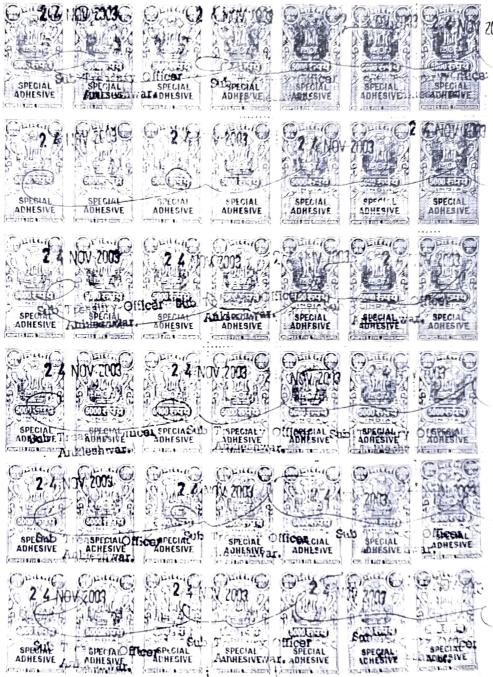
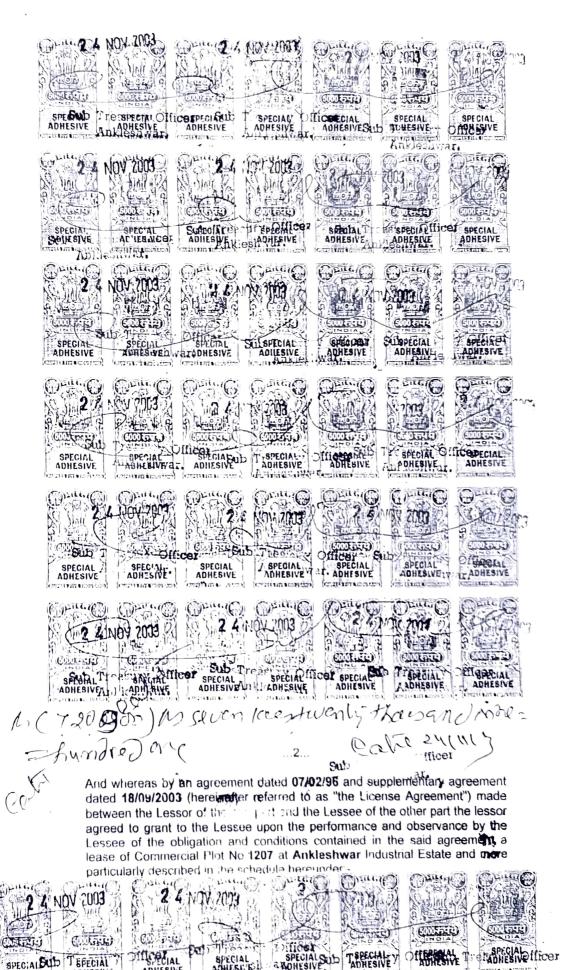
COPY

THIS IS TO CERTIFY THAT THIS LEASE DEED CONVYANCE DEED HAS BREN EXECUTED ON DT. & ST. 11 | & Lease | 1 | & Lease |

Assistan Hinnger



THIS INDETURE OF LEASE made at Ankleshwar on the Act day of November in the year Two Thousand Three between the Gujarat Industrial Development Corporation, a Corporation constituted under the Gujarat Industrial Development Act, 1962 and having its Head Office at Udyog Bhavan Sector No.11, Gandhinagar (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. Aishwarya Co.Op. Housing (Service) Society Ltd., a society registered under Indian Society Act having 86 (Eighty Six) members and having its registered office at Commercial Plot No.1207, GIDC, Ankleshwar (hereinafter called "the Lessee" which expression shall, unless the context does not so admit include his/heirs, executors and legal representatives/its successors in pushess art a signs) of the other part.



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And whereas the Lessor has agreed to enter in to these presents in respect of the said land on the understancing that the Lessee will comply with all the terms and conditions for the Construction work on the said plot as set out in the terms. Agreement and that he shall have to complete the construction on the said plot within such period and conforming to such plan as may be required by the Lessor and that he will comply with the terms and conditions the mafter apprearing.

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than stamp charges and registration charges) in regard to their presents amounting to Rs. ______ only).

NOW THIS WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY

In consideration of the sum of Rs.64,18,197/- (Rupees Sixty Four Lesse). Eighteen Thousand One Hundred Ninety Seven only) paid in the manner aforesaid by the Lessee to Lessor as full payment of the premium price of the said land in consideration of the rent hereby reserved and of the covenants and agreements on the part of the lessee hereinafter contained the lessor both demise unto the lessee all that piece of land consisting of Commercial Plot No.1207 admeasuring about 9027 sq.mtrs. in the Ankleshwar Industrial Estate and more particularly described in the schedule hereunder written together with all privileges. easements, advantages and appurtenances. whatsoever hereto belonging except and reserving upto the Lessor all rnines and minerals in and under the land hereby demised or any part thereof TO HOLD the land hereby demised (hereinafter referred to as "the demised premises") to the Lessee for the term of 99 years computed from the 3rd day of February month in the year 1996 subject nevertheless to the provisions of Bombay Land Revenue Code, 1879 and the Rules there under PAYING THERE FOR yearly on or before the 31st day of march of each year during the said term up to the Lessor at the office of Managing Director or as otherwise required the rent of Rs.11=00 (Rupees Eleven only) and also paying there for the balance of the premium price in the manner hereinafter determined.

Provided that at the end of 99 years computed from the date as hereinbefore mentioned the Lessee shall have the right to renew this lease for the further period of 99 years and in the event of the lessee exercising such option in the manner hereinafter provided, the Lessor shall have the right to increase the sum of yearly rent as hereinbefore stipulated by a further sum which shall be 100 percent of the original sum of rent.

And provided further that if the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and at the end of 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 the same covenants and provisions and stipulations, terms and conditions except this clause of renewal and except as to the amount of rent which the Lessor shall be entitled to increase by 100% as stipulated above.

- (b) The demised premises are allotted by the Lessor to the Lessee and accepted by the Lessee, on "as it is where it is basis" for the purpose of Commercial & Housing.
- (c) The price of the land (demised premises) communicated is the price worked out on the basis of the agreement executed by the Lessor Corporation with the land owners, if any additional payment is required

to be made to the land owners on account of Court reference or any other reason it would be borne by the Lessee. The Lessee will have to pay the compensation if any, on account of the trees, structure, damage to crop, etc. The Lessee will have to pay the interest, additional compensation, overheads, margin etc. as may be demanded by the Government in connection with the Govt. land, if the payment will be received late from lessee, interest at the current rate will be charged on that amount.

2. The Lessee hereby covenants that the Lessee paying the rent-hereby reserved and performing and observing and performing and observing the conditions herein contained shall peacefully hold and enjoy the said demised premises during the said term except for any lawful interruption or disturbative by the lessor or any person lawfully claming under it

Provided that if the said rent or any part thereof shall at any time be in arrears and unpaid for one calendar month next after the date wherein the same shall have become due, whether the same shall have been lawfuily demanded or not as also upon the breach or non observance by the Lessee of any of the conditions contained in this deed or part thereof, the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry enter upon the said land and re-possess it as if this demise had not been made, the Lessee or its constituted members in such case being entitled within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of the demise shall have been erected or affixed by it upon the said land.

- 3. The Lessee hereby covenants with the Lessor as follows:-
- (a) That the allotment price of the demised premises (consisting of Commercial Plot No.1207) has been fixed at Rs.64,18,197/- (Rupees Sixty Four Lacs Sighteen Thousand One Hundred Ninety Seven only) calculated at Rs.711/- per sq.mt. Out of the said price, the Lessee has already paid Rs.64,18,197/- (Rupees Sixty Four Lacs Eighteen Thousand One Hundred Ninety Seven only) being an amount equal to 100% of the allotment price of the said plot.
 - (i) The interest rate would be subject to revision by the Corporation from time to time and interest would be payable at such revised rates from such dates as may be specified by the Lessor.
 - (ii) In addition, if any outstanding dues come to light at a later date due to discrepancy in accounts or any other reason, the Lessee shall be responsible to make good such dues with interest on the Lessor furnishing the details of such outstanding dues, if so required by the Lessee.
 - (iii) The Lessee will make full and regular payment of all the installments that are required to be paid under this sub-clause. If any payment is delayed or not paid, the Lessee will pay to Lessor interest at 3 percent above the normal rate of interest per annum, until the entire amount payable under this sub-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 Lesser a copy of his profit and loss account pertaining to that accounting year and the business run by him in the demised premises.
- (b) That during the term of the lease, the Lessee will pay to the Lessor the rent hereby reserved at the time and, in the manner aforesaid.
- commenced to use for commercial & Housing purpose. The Lessee will within a period of three years from the date of the license agreement complete the construction of the said building at his expense and in a substantial and workman like manner and with new and sound materials and with all requisite drains and other conveniences as may be necessary under the relevant laws in force at the relevant time so as to make the building fit for occupation for the aforesaid purpose.
- (d) That no building or erection to be erected hereafter and no alteration or addition to any building or Construction existing for the time being shall be commenced by the Lessee unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate to the Executive Engineer of the Lessor (hereinafter referred to as "the Executive Engineer" which expression shall include any other officer to whom the duties and the 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 construction or making any such alteration or an addition the Lessee shall observe and confirm to the building conditions of the Lessor and all bye laws, rules and regulations of the Local authority 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 any building thereon.

Provided further that no building, construction, 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) That the construction on the demised premises shall be on the ground floor and the first floor from the plinth level and with the written permission of the Lessor, on the Second floor. No construction shall be made beyond or above the second floor.
- (f) That the demised premises will be fenced by the Lessee at his expense in every respect.
- (g) Effect or 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 on an application by the iessor and for sufficient cause the Lessor allows further time to complete the construction.

(h) To obtain licenses etc.

That the Lessee will obtain and renew all necessary licenses and pay all license and other fees and cesses and taxes in respect of the demised premises and the building or constructions thereon by reason of their being used for the purpose or purposes mentioned above and to observe and perform all local police and municipal rules and regulations and bye-laws in connection with such use.

(i) To pay rate taxes charges etc.

That he will pay all existing and future taxes, cesses, rate assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon. The present land revenue assessment of the land leased does not exceed Rs.3611/- or as may be fixed from time to time per annum. He will also pay to the Lessor in the manner determined for the Lessor service charges of whatever description (including charges for the supply of the water, Lessee's share of the expenses for maintenance of road and other common facilities and services) charged by the Lessor as regards supply of water he shall abide by the conditions laid down in that behalf by the Lessor from time to time.

Provided that in the case of the tax, cess, rate or assessment as is required to be 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 the demised premises and the buildings thereon at the following rates from year to year:

YEAR	CONSUMPTION PER DAY (Litres)
1st Year	(
2nd Year	> Donoghic pulpage
3rd Year	

Onwards

(j) Not to excavate

That he will neither make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay or earth, therefor except for the purpose of forming foundation of building or for the purpose of executing any work pursuant to the terms of this Lease.

(k) 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.

(kk) Sanitation

That he shall observe and confirm 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 in force the time being and that he shall provide sufficient latrine accommodation and other sanitary arrangements for the occupants and users of the buildings or

constructions on the demised premises and for the labourers, workmen and other staff employed on the same, in order to keep the demised premises and buildings 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

Nothing herein shall be deemed to absolve the Lessee from flability to comply with the provision of the water (Prevention and control of Pollution) Act, 1974 and any rules or orders under the said Act and all other laws in force on the subject of Environment. It shall be the solle liability of the Lessee to comply with and observe the provisions of the said laws, and it shall not be the liability of the Lessor to do so. Any failure on part of the ressee to comply with such provisions shall, without prejudice to other consequences of provisions, entitle the Lessor to disconnect water supply to the Lessee and resume the possession of the demised premises and to take such action as may be deemed fit by the Lessor.

(kkk) Repairing

That throughout the said term the Lessee shall at his own expense pave, clean and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) for the satisfaction of the Executive Engineer, the buildings and structures and the drains, compound walls and fences there unto belonging and all fixtures and addition thereto and the open grounds or the demised premises.

(l) Entry and Inspection

That the Lessee shall on a week's previous notice in that behalf permit the Lessor or the Vice Chairman & Managing Director of the Corporation (briefly, "VC&MD") or the Executive Engineer and any other officials surveyors, workman and/or other employed by them from time to time and duly authorised by the Lessor generally or specially, 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.

(m) Nuisance

That the Lessee shall not do or permit anything to be done on the demised premises or the buildings thereon which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

(n) That the Lesses shall referred a or cause damage to the properties of 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, and it would amount to breach of the conditions of the lease and he would be liable to be evicted from the premises occupied by him under provisions of Gujarat Public Premises (Eviction of unauthorised occupants Act, 1972) or any other law for the time in force and Lessor will be entitle to recover the cost of making good such damages with penalty as it may determine and such amount would be recoverable as an arrears of land revenue.

(o) Purpose of use

That the Lessee will use the demised premises and the buildings or structures thereon only for Commercia! & Housing purposes, as stated in clause(c) hereinabove, and matters connected therewith and shall not use the same or any part thereof for any other purpose without the previous permission in writing of the VC&MD and subject to any terms or conditions which may be laid down in the order granting such permission.

(p) Insurance

That he will keep the buildings and structures erected on the demised premises insured in the name of the Lessee against loss or damage by fire or by any other cause in a sum equivalent to the cost of the buildings and structures (excluding the foundation and plinth) with a Nationalized insurance company.

(q) Delivery of Possession efter expiration

That at the expiration, or sooner determination of the said term of this Lease, the Lessee will quietly and peacefully deliver to the Lessor possession of the demised premises, structures and buildings then standing or being thereon.

Provided that the Lessee shall be at liberty. If he shaii have paid the rent and other dues of the Lessor and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein-contained prior to the expiration or determination, of the said term, to remove and appropriate to himself all buildings, 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 structures may have been removed after the same is leveled and put in good order and condition to the satisfaction of the Lessor.

(r) Not to assign

That the Lessee 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 in writing. For the purposes of this covenant, any change in the constitution of the Lessee shall be deemed to be a transfer by the Lessee of his interest in the demised premises in favour of another person.

Provided that where the lessee is a body corporate a change in their Board of Directors - Managing Committee by whatever name called shall not be deemed to be a change in the constitution of the Lessee

Provided further that where the Lessee, for the purpose of constructing a building on the demised premises, is obtain loan from a bank or other financial institution by mortgaging his leasehold interest in the demised premises in favour or callibration bank or institution, permission of the Lessor shall be deemed to have been subject to the following conditions:-

- (i) that such mortgaged shall not affect the rights and powers of the Lessor under this Lease Deed and
- (ii) that the Lessor before exercising his rights and powers of the Lessor under this Lease Deed will consult the bank or as the case may be financial institutions concerned.
- (iii) that the Lessee shall have to pay at a time an amount equal to 100 percent of the total value of land, leased at prevailing allotment price of the Estate for the period for which the leasehold rights 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) Assignments to be registered with lessor and unearned increment. In the event of such transfer, assignment, under letting, subletting, selling or parting with, possession, there shall be delivered by the Lessee at his expense a notice thereof to the Vice Chairman & Managing Director or such officer of the Lessor, may direct within twenty days from date on which the transfer, assignment, subletting, or parting with possession becomes effective whether by registration thereof under the Registration Act, 1908 or otherwise.

Provided that in the event of such transfer, assignment, subletting or parting with possession, fifty percent for the unearned increment that may be accrued to the Lessee shall be paid by the Lessee 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 of the lessor and the decision of the officer will be binding to the Lessee.

(t) Notice in case of death etc.

That in the event of death, insolvency or liquidation of the Lessee the person in whom the title shall vest on account thereof shall cause written notice thereof to be given to the Lessor within one month from the date of such vesting.

- (4) All sums payable by the Lessee to the Lessor under these presents and recoverable by the Lessor from the Lessee under these presents and under the Gujarat Industrial Development Act, 1962 and all charges and expenses incurred by the Lessor in connection therewith shall be recovered from the Lessee as arrears of land revenue under section 28 B or, as the case may be, section 41 of that Act.
- (5) Breach of Covenants.

If the rent hereby reserved or any installment of premium price shall be in arrears for more than two months, whether the same shall have been legally demanded or not, or if and whenever there shall be a breach by the Lessee of any of the covenants herein contained the Lessor may reenter upon whole or any part of the demised premises and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall

be payable to the Lessee on account of the buildings or structures built or erected on the demised premises or claimed by the Lessee on account of such building or structures etc.

PROVIDED ALWAYS that the power of re-entry herein before contained shall not be exercised unless the and until the Vice Chairman 8. Managing Director on behalf of the Lessor shall have given to the Lessee a notice in writing of his intention to enter and of the 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.

Provided further that if, for reasons to be recorded in writing, the VC&MD is of the opinion that it is necessary to do so, he may reduce the period of three months to a period of not less than seven days.

- (6) Alteration of Estate Rules. The layout of the Ankleshwar Industrial Estate, the building conditions and other regulations and covenants relating thereto (other than the premises hereby demised) may be altered by the Lessor from time to time as the Lessor thinks fit and Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.
- (7) Ailotment letter and Marginal Notes. The Lessor had issued in respect of the demised premises and allotment lette. No.GIDC/IDM/ANK/903, dtd.03/02/96 and transfer Order No.GIDC/RM/ANK/ALT/37'41, dtd.18/09/2003. The terms and conditions of the said allotment letter will form part of this deed.
- (8) The Lessee agrees that the terms and conditions of this deed are in addition to and not in derogation of, the rights and powers of the lessor and the duties and liabilities of the lessee under the provisions of the transfer of property act, 1962, and the rules and regulations made thereunder.
- (9) The rights, powers and functions of the lessor and/or the Vice Chairman & 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 by a general or special order.
- (10) If any dispute arise between the lessor and the lessee regarding the interpretation of any prevision of this Deed or of the regulations of the Lessor Corporation, it shall be decided by the Vice Chairman & Managing Director of the lessor. The decision of the Vice Chairman & Managing Director shall be final and binding on the Lessee unless the lessee makes on appeal to the Lessor Corporation within fifteen days from the intimation to him of the said decision. In the event of such appeal, the decision of the Corporation in such appeal shall be final and binding on the lessee.

(11) The stamp duty, registration charges and any other charges or expenses payable in respect of this Deed and the duplicate thereof shall also be borne and paid by the Lessee. The Lessee shall retain the duplicate of this Deed and the original Deed shall be registered at a Place within the State of Gujarat, where such registration is required to be done under the provision of the Registration Act. 1908 (Act No.XVI of 1908).

(12) Water Supply.

Even if he fails to consume water to the extent, mentioned above, he would pay the water charges for the quantity equal to 70% of the above mentioned quantity irrespective of consumption, if demand is more than 50,000 literes/day. The payment for minimum charges for 70% of the demand quantity shall commence from the date of commencement of actual consumption of water or 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 financial year as fixed by the Corporation from time to time and on failure to pay the minimum charges, the lessee shall be liable to action including termination of agreement and other steps.

(13) Power Supply.

- For obtaining power supply, Lessee has to apply to the power supply authorities in prescribed application form. He is also responsible for follow up for timely receipt of estimate and power. Lessor will not be responsible for timely receipt of estimate for cower.
- Lessee has to complete formalities of signing agreement, payment of Security Deposit and complete wiring of electrical installation as per I.E. Rules and submit the test report for wiring from licensed electrical contractor before release of connection.
- High tension consumer having power demand on excess of 500 KVA of specific requirements shall have to make separate feeder at his cost.
- Full cost high tension line both and cost of feeder and sending equipment as the case may be are to be borne by the 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 is to be borne by the consumer.
- 5) The Supply voltage and source of power supply be decided by the cower authority for the customer having power demand in excess of 2400 KVA.
- 6) Lessee is liable to pay for cost of land occupied <u>by corridor</u> for laying electric circuit for power supply, as per the site condition and the prevalent policy of the Corporation.
- Lessee has to pay for cost of augmentation of Sub-station on his pro-rate demand basis and the rate and policy prevalent in the Corporation.

8) Lessee cannot seek relief differment of payment towards installment for delay in availability of power:

(14) Fire Fighter Service.

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

- (15) Failure on the part of the Lessee to comply with the provision of any law regarding disposal of industrial effluent shall entitle the Corporation to disconnect water supply to the lessee and to resume the possession of land. The Licensee/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 by the Corporation from time to time. While taking drainage connection, the lessee shall have to comply with all regulations contained to "Drainage Regulations 1990" of GIDC.
- During the interim period the Corporation or any officer/employee/staff member of any consultant retained by the Corporation at all reasonable times of the day shall be entitled to enter into or upon the allotted proper and
 - 1) To inspect the state of affairs thereof, and if upon such inspection it shall appear to the Corporation that any repair, whether current or special, are necessary, the Corporation may direct the purchaser to execute the repairs at the expense in all respects of the purchaser. The purchaser hereby agrees to reimburse the Corporation by paying to it such amount as may be fixed by the Corporation in that behalf. The decision of the Corporation fixing such amount, shall be binding on the purchaser.
 - To inspect the effluent treatment facilities or any other measures taken by the purchaser to prevent pollution, and to take sample of raw treated effluent, and if upon such inspection it shall appear to the Corporation that the measures are inadequate or treatment facilities need repairs/modification, the Corporation may direct the purchaser to take suitable necessary measures execute repairs or provide modification to render required results, and upon his failure to do so within a reasonable time given by the Corporation, the Corporation shall be entitled to execute the repairs at the expense in all respects of the purchaser. The purchaser hereby agrees to reimburse the Corporation by paying to it such amount as may be fixed by the Corporation. In this behalf, the decision of the Corporation, fixing such amount shall be binding on the purchaser.

SCHEDULE

(Description of Land)

ALL THAT piece of land known as Commercial Plot No.1207 in the Ankleshwar Notified Area consisting of Revenue Survey Nos.222/P, 223/P & Gada Marg within the village limits of Bhadkodra Taluka Ankleshwar, Dist. Bharuch containing by admeasurements 9027 sq.mtrs, or thereabout and bounded as follows, that is to say:

On or towards the North by On or towards the South by 14.00 Mtrs. Road Plot No.1208 30.00 mtrs. Road

On or towards the East by On or towards the West by

Plot No.1202 to 1206

IN WITNESS WHERE OF the Lessor has caused Shri A.K. PATEL, Asstt.Manager an Officer authorised by it, to set his hand and affix the common seal hereto and Lessee has herein to set his hand seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By Shri A.K. PATEL, Asstt.Manager

Officer of the Gujarat Industrial Development Corpn., in the presence of :

Name

m. G. Jalew.

PESH.

(Full name in block letters)

12 C. Dandiwala

2.

(Full name in block letters)

SIGNED, SEALED AND DELIVERED

By the above named Lessee in the presence of:

Name

Shyam Kancuig (Full mame in block letters)

Age +15 yrs
808, Anand Viran, CIDC Ankleshular

Made Br

SECRETATIV