

₹ 570,000/-

ORIGINAL COPY

LEASE-DEED

LESSOR

GUJARAT INDUSTRIAL

DEVELOPMENT CORPORATION

HEAD OFFICE AT UDYOG BHAVAN

GANDHINAGAR,

LESSEE

M/S GOLDSTAB ORGANICS PVT. LTD,

PLOT NO. 2817/2,

AT GIDC, SARIGAM,

Plot No.
2816



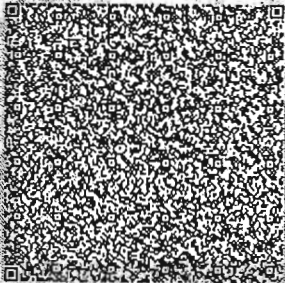
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No. IN-GJ198885796484730
Certificate Issued Date 28-Jun-2016 01:00 PM
Account Reference IMPACC (FI)/ gjelimp10/ VALSAD/ GJ-VL
Unique Doc. Reference SUBIN-GJGJELIMP10972409956226070
Purchased by GIDC
Description of Document Article 30(a) Lease (Immovable Property) - Rent
Property Description PLOT NO 2817/2/ GIDC SARIGAM
Consideration Price (Rs.) 58,55,000
(Fifty Eight Lakh Fifty Five Thousand only)
First Party GIDC
Second Party GOLDSTAB ORGANICS PVT LTD
Stamp Duty Paid By GIDC सत्यमेव जयते
Stamp Duty Amount (Rs.) 5,75,000
(Five Lakh Seventy Five Thousand only)



VO 0001604248

Statutory Alert:

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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.

भारत गैर न्यायिक INDIA NON JUDICIAL



જરાત ગુજરાત GUJARAT

નં. ૧૬૬૦ તા. ૩૦/૭/૧૯૬૧ રૂ. ૨૫૦૦૦/-

B 277629

આ ટે સ્ટેમ્પ... યુવકોએ રિજીસ્ટ્રેશન કરવાનો અધિકાર
આથે રૂ. ૪૬૦૦૦/- ના રૂ. જોડવાથી ફરજીયાત થયા
તે આજરોજ ૦૧/૦૮/૬૧... ડી.જી.જી. ૫૧.લી.
... મુંબઈ... મુંબઈ... સંસ્થામાં છે.

કેશવની સહી
J C Shah

સહી
સ્વામી વે.જી. હિસરગામ.
તા. નં. ૨૧/૮૩

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹ 20000

बीस हजार रुपये

TWENTY THOUSAND RUPEES

Rs. 20000



ગુજરાત ગુજરાત GUJARAT

802049

₹ 20000 ના 30/9/19૬૬ રૂા. 20000/-
આ રૂા પિયા... લીમ્સ કમ્પાની નો રહેવા બે સંધિ
આથે રૂા 40000/- આથે રૂા જોલાલી કમ્પાની યુર
દે આથે રૂા ની પોલ્ડર... સોડો કોલ્ડ ડ્રા પી.
મુંજઈ ના મુંજઈ... ને આથે છે.

જોલાલી સહી
J-G. Shah

જોલાલી સહી આર લાંડારી
રતામ્પ વે-૦૨, ઉમરગામ.
લા. નં. ૨૧/૮૩

भारतीय नैर न्यायिक INDIA NON JUDICIAL

रु. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

गुजरात गुजरात GUJARAT

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नं. १६६० ... त. ३०/१/१६. ३१/१२/२०१६
जॉर्ज इपिया... ११५५ इलाक. नो. २०२५ ले सधिस
साथे रु. १६०००/६०००० रु. जेव्हाही इलाक युवा
ते स्थापना १२/११/२०१६... स्तोपनीकस प्राली.
मुंबई ... मुंबई. नो. २१/६३

वेवरी वडी

J. G. Shah

जायवतु नार ल'डारी
रदापवे १२. उंवरनाम
स. नं. २१/६३

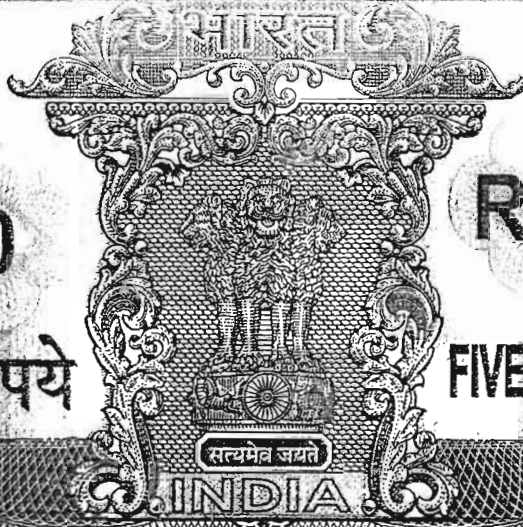
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES



गुजरात गुजरात GUJARAT

१६६० ... ३०/९/८६ ... ११०००/-

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बैंक ऑफ़ गुजरात लिमिटेड ... को ... के ...
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... मुंबई ...

देवानी ...

J. G. Shah

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भारतीय नैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

गुजरात गुजरात GUJARAT

नं. १६६० तारीख 30/9/98 रु. ५०००/-

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अब डे इगिया... ५६६०... नु... ने... ने...
साथे रु. ५०००/-... ने...
ते... ओ...
मुं... मुं...

लेखनी राशी

जमा... का... का...

J. Y. Shah

स्टाम्प... का...

दा. नं. २१/८२

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



गुजरात गुजरात GUJARAT

१६६० ... ३०/१२/९६ ... १०००/-

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मैंने इसी २०६६१२ नं. के रूप में कांफस
का नं. ४६०००/- का नं. नो. का नं. का नं. का नं.
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वेनारना का नं.
J. G. Shah

का नं. का नं. का नं. का नं.
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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



गुजरात गुजरात GUJARAT

नं. १६६० तारीख ३०/१/१६ रू. १०००/-

G 394356

आदि इमिया अकेडमी, राज. को स्टेशन के समीप
साथे रु. १६०००/- के चेक द्वारा रकम प्राप्त
ते आदि अकेडमी को देना के लिए जारी किया गया है।
मुंबई मुंबई

देनारनी सही
J.G. Shah

कैप्टन अशोक लाल
स्टेशन वे-७२, अमरावती
दा. नं. ११/८३

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

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Rs.1000



सत्यमेव जयते

ગુજરાત ગુજરાત GUJARAT

न. १६६० त. ३०/९/१९६६ रू. १०००/-

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व्या. ४ इपिया. २०४. २१. नो. २०२५ के हाथिय
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मुल्य १०००/-

डेन्यरनी वही
J. G. Shah

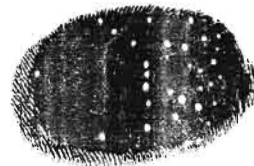
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For GOLDSTAB ORGANICS PVT. LTD.

J. G. Shah

AUTHORISED SIGNATORY



ORIGINAL COPY

LEASE DEED

THIS INDENTURE OF LEASE made at Umbergam on the _____, day of the month _____ of the year Two Thousand Sixteen(2016) between the.....

2/-

Shah

For GOLDSTAB ORGANICS PVT. LTD.

J. G. Shah

AUTHORISED SIGNATORY

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Gujarat Industrial Development Act, 1962. (Guj. xxiii of 1962) and having its Head Office at Udyog Bhavan, Block No. 3, 4, 5 GH' Road, Sector No. 11, Gandhinagar -382 011 (PAN NO. AABCG-8633D), 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 Goldstab Organics Pvt. Ltd. (PAN NO. AABCK3689H)**, residing at 101/102, Terminal 9 Building, Nehru Road, Hotel Sahara Star Vile Parle(E), Mumbai – 400 099, firm registered under "Private Limited Company ACT", and having its registered office 101/102, Terminal 9 Building, Nehru Road, Hotel Sahara Star Vile Parle(E), Mumbai – 400 099, (hereinafter called "The Lessee" which expression shall, unless the context does not so admit include his heirs, executors and legal representatives/its successors in business and assigns) of the **OTHER PART**.

WHEREAS BY an Agreement dated 05/01/2008, Corrigendum Order No. GIDC/RM/VPI/CORRI/PLT/ SRG/ 2736, Dtd. 19/07/2011, Sub-Division and Transfer Order No. GIDC/DM/VPI/SRG/FTO/PLT/3189, Dtd. 25/07/2012, Supplementary Agreement has been executed on 24/07/2012, Final Transfer Order No. GIDC/RM/VPI/ALT/SRG/FTO/3764, Dtd. 06/12/2014, Supplementary Agreement has been executed on 07/12/2014, Corrigendum Order No. GIDC/RM/VPI/ALT/PLT/8660, Dtd. 18/03/2016, Deed of Rectification on 21/03/2016, Final Transfer Order No. GIDC/RM/VPI/PLT/SRG/FTO/8965, Dtd. 30/03/2016, Supplementary Agreement has been executed on 30/03/2016, Final Transfer Order No. GIDC/RM/VPI/PLT/SRG/FTO/1246, Dtd. 26/05/2016, Supplementary Agreement has been executed on 24/05/2016 (hereinafter referred to as "The Licence Agreement" made between the Lessor of the one part and the Lessee of the Other Part, The Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions in the said agreement, a lease of the Plot No. 2817/2, at Sarigam Industrial Area/Estate and more particularly described in the Schedule thereof.

AND WHEREAS the Lessee having paid a sum of Rs. 57,67,988/- (Rupees Fifty Seven Lacs Sixty Seven Thousand Nine Hundred Eighty Eight Only) calculated at Rs 750/- per Sq. Mtrs., which is equivalent to 100% percent or of the allotment price of the said Plot No. 2817/2 at has requested the Lessor to grant to it a Lease of the Plot No. 2817/2 and to execute the Lease Deed in respect of the said Plot.

As per

For GOLDSTAB ORGANICS PVT. LTD.3/-

J. G. Shah

AUTHORISED SIGNATORY

AND WHEREAS the Lessor has decided to enter in to these presents in respect of **Plot No. 2817/2** on the understanding that the Lessee will comply with all the terms and conditions for the construction work on the said plot as set out in the Licence Agreement and that it shall have to complete the construction on the said plot within such period and conforming to such plan as may be required by the Lessor and that it will comply with the terms and conditions herein after appearing.

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

- (1) In consideration of the said sum of **Rs. 57,67,988/- (Rupees Fifty Seven Lacs Sixty Seven Thousand Nine Hundred Eighty Eight Only)**, paid in the manner aforesaid by the Lessee to the Lessor as full payment of the allotment price of **Plot No. 2817/2**, and in consideration of the rent hereby reserved and of the covenants and agreement on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land consisting of **Plot No. 2817/2**, in the **Sarigam Industrial Area/ Estate** forming part of lands bearing Survey Numbers **No. 431/p**, within the village limits of **Fansa**, Taluka; **Umbergam**, District and regulation Sub Dist **VALSAD** and containing by admeasuring about **7690.65 Sq. Mtrs.** or there about and more particularly described in the schedule hereunder written **TOGETHER WITH** all rights , privileges, easement, advantage and appurtenance whatsoever thereto belonging **EXCEPT & RESERVING** up to the Lessor all mines and minerals, in and under the said hereby demised or any part thereof **TO HOLD** the land hereby demised (hereinafter referred to as "the demised premises) to the Lessee for the term of 99 years computed from the **25th** day of the month of **October** in the year **Two Thousand Seven(25/10/2007)**, subject nevertheless to the provisions of the Bombay Land Revenue Code 1879 and the rules there under **PAYING THEREOF** yearly on or before the **31st** day of March of each year during the said term up to the Lessor at the office of the Managing Director, Officer or as otherwise required the rent of **Rs.10/- (Rupees Ten Only)** and also paying therefore the balance of the premium price in the manner hereinafter

...4/-

Handwritten signature

For GOLDSTAB ORGANICS PVT. LTD.

J. G. Shah

AUTHORISED SIGNATORY

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

- (2) The lessee hereby covenants with the Lessor as follows

TO PAY BALANCE PREMIUM PRICE

- (a) The allotment price of the demised premises consisting of Plot No. 2817/2 has been fixed at Rs. 57,67,988/- (Rupees Fifty Seven Lacs Sixty Seven Thousand Nine Hundred Eighty Eight Only) calculated at Rs 750/- Per Sq. Mtr. + Rs.1,50,000/-. Out of said price, the Lessee has already paid Rs.57,67,988/- (Rupees Fifty Seven Lacs Sixty Seven Thousand Nine Hundred Eighty Eight Only) being an amount equal to 100% percent of the allotment price of the said plot.
- (i) The interest rate would be subject of revision from time to time of the Corporation and interest would be payable at such revised rates from such dates as may be specified by the Corporation.
- (ii) In addition if any outstanding dues come to light at a later date due to discrepancy in accounts, the Lessee would be responsible to make good such dues with interest on the lessor furnishing the details of such outstanding dues.

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For GOLDSTAB ORGANICS PYT. LTD.

J. G. Shah

AUTHORISED SIGNATORY

- (iii). The Lessee will make full and regular payment of all the instalments that are required to be paid under this sub-clause, if any payment is delayed or not paid the lessee will pay to the Lessor interest at 3% percent above the normal rate of interest per Annum, until the entire amount payable under this clause is paid by the Lessee to the Lessor.
- (iv). The Lessee will in each year within two months from the expiry of his accounting year supply to the lessor a copy of his profit and loss account pertaining to that accounting year and the business run by him in the demised premises.

(b). TO PAY RENT :

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

(c) TIME LIMIT FOR COMPLETING CONSTRUCTION :

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

The area of the plot allotted to the Lessee being **7690.65** Sq. Mtrs. It will /shall be permissible to the Lessee to utilise within the period and in the manner aforesaid part of the area for the construction of a building to be used as an Industrial factory and to retain the remaining area of the plot for further expansion of the project of the Lessee.

Subject to the following conditions:

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

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For GOLDSTAR ORGANICS PVT. LTD.

J. G. Shan

AUTHORISED SIGNATORY

- (ii). It shall be open to the Lessor to review the progress of the utilisation at the interval of every three years and to resume the possession of unutilised portion of the plot.
- (iii). While utilising a part of the plot for the construction of a building as aforesaid and retaining the remaining part of the plot for future expansion, the part to be utilised for the construction of the building shall be demarcated so as to make a sub division of the remaining part feasible in the event of the Lessor deciding to resume possession of the unutilised portion of the plot.
- (d). That no building or erection to be erected hereinafter & no alteration or addition to any building or construction existing for the time being shall be commenced by the lessee unless and until specifications plans, elevations, sections and details thereof shall have been previously submitted by the lessee in triplicate to the Executive Engineer of the Lessor (hereinafter referred to as the Executive Engineer, which expression shall include any other to whom the duties and functions of the Executive Engineer may be assigned) for his scrutiny and the same has been approved in writing by the Executive Engineer Provided that in the completion of any such building or erection or making any such alteration or addition to the Lessee shall observe & conform to all the building conditions of the Lessor and all bye laws rules and regulations of the local authorities or other body having authority in that behalf & any other statutory regulations as may be in force for the time being, relating in any way to the demised premises and any building thereon provided further that no building erection or structure (except a compound wall and steps and garages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.

(e). **FENCING:**

That the demised premises will be fenced by the lessee at his expenses in every respect.

(f). **EFFECT OF FAILURE TO COMPLETE CONSTRUCTION WITHIN TIME :**

That if the Lessee fails to complete the Construction work referred to in sub clause (c) above within the period specified in that sub-clause, this lease shall stand terminated unless for sufficient cause the Managing Director or officer of the Lessor allows further time to complete the construction.

For **GOLDSTAR ORGANICS PVT. LTD.**

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J. G. Shah

...7/-

AUTHORISED SIGNATORY

(g). TO OBTAIN LICENCES ETC.

That it will obtain & renew all necessary licences and pay licence & other fees and cesses and taxes in respect of the demised premises by reason of their being used for the purpose and/or any of them and observe and perform all local Police & Municipal rules and regulations in connection with such use.

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

That it will pay all existing & future taxes, cesses, rates assessments and out payable of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises & premises and anything for the time being thereon. The present land revenue assessment of the land leased does not exceed Rs. 17,073/- (**Rupees Seventeen Thousand Seventy Three Only**) per Annum. It will also pay to the Lessor in the manner determined by the Lessor service charges of whatever description including charges for the supply of water, Lessee's share of the expenses of maintenance of road and other common facilities and services) charged by Lessor. As regards supply of water it shall abide by the conditions laid down in that behalf by the Lessor from time to time, provided that in the case of tax, cess, rate or assessment as is required to be paid by the Lessor in respect of the demised premises, the Lessee shall pay to the Lessor an amount equal to such tax, cess, rate or assessment, as the case may be.

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

Year	Consumption per day (litres).
1 st year	(20.00 K. LITERS PER DAY
2 nd year	(30.00 K. LITERS PER DAY
3 rd year	(40.00 K. LITERS PER DAY
Onward	(40.00 K. LITERS PER DAY

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

Atty

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For **GOLDSTAB ORGANICS PVT. LTD.**

J.G. Shah

AUTHORISED SIGNATORY

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

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

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

(j). **ACCESS ROAD :**

That the Lessee having at his own expense constructed an access road leading from the main road to the demised premises will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Engineer of the Lessor.

(k). That it shall observe & conform to all rules and regulations and bye-laws of the local authority concerned or any other statutory regulations in any way relating to public health & sanitation in force for the time being & that it shall provide sufficient latrine accommodation for workmen & other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof, Failure on the part of the Licensee/Purchaser/Lessee to comply with the provision of law regarding disposal of Industrial effluent shall entitle the Corporation to disconnect water supply to the Licensee/ Purchaser/ Lessee and to resume the possession of land. The Licensee/ Purchaser/Lessee shall have to take Drainage connection when intimated by the Corporation and shall have to pay all the necessary amounts towards capital amount recovery and shall have to pay regular Drainage cess as fixed by the Corporation

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For GOLDSTAR ORGANICS PVT. LTD.9/-

J. G. Shah

AUTHORISED SIGNATORY

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

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

The lessee shall comply with all laws (including Acts, Rules Regulations or orders) passed, made or issued by the Government of Gujarat or by the Government of India from time to time, relating to the business or industry carried on by the Lessee or having a bearing on the same. The lessee shall in particular comply with observe & act according to laws on the subject of Ecology and Environment, like the Water (Prevention & Control of Pollution) Act, 1981. The water (Prevention & Control of Pollution) Cess Act 1977, and the Environment Protection Act-1986. The fact of the Lessor assisting the Lessee in the matter of supplying or providing amenities or facilities, like water sewage, Electricity, etc. shall not mean that the Lessee is thereby absolved from his responsibility or liability in respect of the same. Similarly in respect of any scheme, project, or work under taken by the Lessor on behalf of or for the benefit of the Lessee or of the Lessee and other industries or Persons jointly the lessee shall not thereby be deemed to have been absolved from its liability under the relevant or concerned law. Nor shall it make the Lessor or any of its servants or agents liable for any non-compliance, non-observance or breach of any such law. Further it will have to strictly follow the terms and conditions of Gujarat Pollution Control Board, Gandhinagar.

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

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(kkk) **PROVISION OF SERVICES,
AMENITIES, FACILITIES:**

The lessee shall be free to obtain any service amenity or facilities like water, Drainage, Electricity etc. directly from the concerned agency, like the local body, Electricity Board etc. In case the lessor makes arrangements for procuring or supplying such services etc. for the benefit of and on behalf of the lessee separately or jointly with others and the lessee avails of the same. It shall not amount to be commitment on the part of the lessor to provide the same. Nor shall it be construed as hiring of, or contract for supply of such services by the Lessor to the Lessee. The lessee shall not hold the lessor liable in case of any delay deficiency, insufficiency or failure in supply of such amenities facilities or services nor shall the lessee be deemed to be a consumer qua the Lessor in respect of the same, within the meaning of the provisions of the Consumer Protection Act-1986.

(L) **TO REPAIR :**

That through the said term the Lessee shall at his expense, pave, cause and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing to the satisfaction of the Executive Engineer, the building, premises, drain, compound walls and the fences upto belonging all fixture and additions thereto.

(m). **TO ENTER & INSPECT :**

That it shall on a weeks previous notice in that behalf permit the Lessor or the Managing Director, Officer or the Executive Engineer and the officer surveyors. workmen & other employed by them from time to time and at all reasonable times of the day during the term hereby granted to enter into or upon the demised premise and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary they or any of them may by notice to the lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the lessor may execute them at the expense in all respects of the lessee.

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(n). **NUISANCE :**

That it shall not do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents or other

premises in the vicinity That it shall not interfere or cause damage to the properties belonging to the Lessor whether located outside or inside the premises, such as water supply lines, Drainage Lines, water meters, street lights, and such other properties, In case he is found interfering or causing damage to the properties of the Lessor, it would amount to breach of the conditions of the lease and it would be liable to be evicted from the premises occupied by it under the provisions of the Gujarat Public Premises (Eviction of unauthorised occupants) Act-1972 or any other law for the time in force and lessor will be entitled to recover the cost of making good such damages with penalty as may be determine and such amount would be recoverable as an arrear of land revenue.

(o). **USER:**

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

FIRE FIGHTER :

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

(P). **INSURANCE :**

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

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foundation and plinth) in some well established Insurance company.

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

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

FOR POWER SUPPLY :

- (1) For obtaining power supply, concerned licensee/ purchaser/ Lessee to the power supply authorities in prescribed application form. It is also responsible for following up for timely receipt of Estimate & Power, Corporation will not be responsible for timely receipt of Estimates or power.
- (2). Licensee/Purchaser/Lessee has to complete formalities of signing agreement, payment of security deposit & complete wiring of Electrical installation as per I.E. rules & submit the test report for wiring from licensed Electrical contractor before release of connection.
- (3). High tension consumer having power demand in excess of 500 KVA and of specific requirements, shall have to make separate feeder at his cost.
- (4). Full cost of high tension or low tension line both and cost of feeder and sending equipment's, as the case may be, is to be borne by consumer. No reimbursement or cost sharing is admissible to high tension or low tension consumer. For extension of load at a future date, full cost to be borne by the consumer.

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- (5). The supply voltage and source of power shall be decided by the power supply authority for the consumer having power demand in excess of 2400 KVA.
- (6). Licensee/Purchaser/Lessee is liable to pay for the cost of land occupied for corridor for laying Electric circuit for power supply as per the site Condition and the prevalent policy of the Corporation.
- (7). Licensee /Purchaser /Lessee has to pay for cost of augmentation of sub-station on his pro-rate demand basis and at the rate and policy prevalent in the Corporation.
- (8). Licensee/Purchaser/Lessee cannot seek relief of deferrment of payment towards the instalment for delay in availability of power

(r) **NOT TO ASSIGN:**

That it will not transfer, assign, underlet, or part with the possession of the demised premises or any part thereof or any interest therein without the previous permission of the Lessor.

For the purposes of this covenant, any change in the constitution of the lessee shall be deemed to be a transfer by the Lessee of his interest in the demised premises in favour of another person. Provided further that where the lessee for the purpose of constructing a building on the demised premises is to obtain loan from a Bank or other financial institution by mortgaging his lease hold interest in the demised premises in favour of such Bank or Institution permission of the Lessor shall be deemed to have been given subject to the conditions :

- (a). That such mortgage shall not effect the right and powers of the Lessor under this lease deed
- (b). That the Lessor before exercising his rights and powers under this lease deed will consult the Bank or as the case may be the financial institutions concerned.

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(c) That it shall have to pay at a time an amount equal to one percent (1 %) per year of the total value of land leased of prevailing allotment price of the Estate for the period for which the lease hold right are to be mortgaged in favour of financial institutions for securing the financial assistance/ loan to be obtained by other Associated units of the lessee situated outside the GIDC estate.

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

In the event of such transfer, assignment under letting or parting with there shall be delivered by the Lessee at its expense a notice thereof to the Managing Director officer of the Lessor as the Lessor may direct within twenty days from the date on which the transfer assignment underletting or parting with becomes effective whether by registration thereof under the Indian Registration Act or otherwise, Provided that in the event of such transfer, assignment, underletting or parting with fifty percent of the unearned increment that may be accrued to the lessee shall be paid by the lessee to the Managing Director officer of the Lessor Provided further that the unearned increment shall be valued by the Chief Accounts Officer of the Lessor and the decision of the Chief Accounts Officer will be binding on the lessee.

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

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

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

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

All sums payable by the lessee to the lessor under these presents and recoverable by the lessor from the lessee under these presents and Gujarat Industrial Development Act 1962 and all charges and expenses incurred by the Lessor in connection therewith shall be recoverable from the lessee as arrears of land revenue under section 28-R or as the case may be section-41 of that Act.

4. **BREACH OF COVENANTS :**

If the said rent hereby reserved or any instalment of premium price shall be in arrears for more than two months whether the same shall have been legally demanded or not or if and wherever there shall be a breach by the lessee of any of the covenants herein contained the lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the lessee on account of buildings or improvements built or carried on the demised or claimed by the lessee on account of such building or improvements, PROVIDED ALWAYS that the power of re-entry herein before contained shall not be exercised unless and until the Managing Director officer of the Lessor shall have given to the Lessee Notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the lessee in remedying such breach or breaches within three months after giving or such notice.

5. **ALTERNATION OF ESTATE RULES :**

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

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(6). ALLOTMENT LETTER &
MARGINAL NOTES :

The Lessor had issued in respect of the demised premises an Offer-Cum-Allotment letter No. GIDC/DM/VPI/ALT/PLT/SRG/5132 ALT/PLT/SRG/14424, Dtd. 25/10/2007, Corrigendum Order No. GIDC/RM/VPI/CORRI/PLT/ SRG/ 2736, Dtd. 19/07/2011, Sub-Division and Transfer Order No. GIDC/DM/VPI/SRG/FTO/PLT/3189, Dtd. 25/07/2012, Supplementary Agreement has been executed on 24/07/2012, Final Transfer Order No. GIDC/RM/VPI/ALT/ SRG/ FTO/3764, Dtd. 06/12/2014, Supplementary Agreement has been executed on 07/12/2014, Corrigendum Order No. GIDC/RM/VPI/ALT/PLT/8660, Dtd. 18/03/2016, Deed of Rectification on 21/03/2016, Final Transfer Order No. GIDC/RM/VPI/PLT/ SRG/FTO/8965, Dtd. 30/03/2016, Supplementary Agreement has been executed on 30/03/2016, Final Transfer Order No. GIDC/RM/VPI/PLT/SRG/FTO/1246, Dtd. 26/05/2016, Supplementary Agreement has been executed on 24/05/2016. The terms and conditions of the said allotment letter will form part of this agreement and Supplementary Agreement has been executed on 24/07/2012, 07/12/2014, 30/03/2016, 24/05/2016. The Marginal notes do not form part of lease and shall not be referred to for construction or interpretation thereof.

7. STAMP DUTY

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

Registration Charges payable in respect of this indenture and duplicate thereof shall be borne by the Lessee. The Lessee shall retain the duplicates of this indenture and original indenture shall remain with the Lessor. The Lease Deed shall be registered at a place within the state of Gujarat where such registration is permissible under the provisions of the Indian Registration Act,

A. K. M.

.....17/-

For GOLDSTAB ORGANICS PVT. LTD.

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SCHEDULE
(Description of Land)

All that piece of land Known as **Plot No. 2817/2**, in the **Sarigam Industrial Estate/Area** consisting Revenue **Survey No. 431/p**, within the village limits of **Fansa**, Taluka – **Umbergam**, District **VALSAD** containing by admeasurement **7690.65 Sq. Mtrs.** or thereabout and bounded as follows, that is to say :

On or towards the North by : Plot No. 2817/1,
On or towards the South by : Plot No. 2816,
On or towards the East by : 16.00 Mt. Green Space,
On or towards the West by : Plot No. 2817/1,

IN WITNESS WHEREOF the Lessor has caused **Shri Ashok R. Patel, Age. 53, residing at GIDC, Vapi**, an authorised by it to set his hand and affix the common seal hereto and the Lessee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND
DELIVERED,
BY SHRI ASHOK R. PATEL,
ASSISTANT OF THE
GUJARAT INDUSTRIAL
DEVELOPMENT
CORPORATION
In the presence of



Ashok
ASSISTANT,
GIDC, VAPI,



1. Name (Full Name in Block Letter) : *M. V. Renuwa*
Age : *47*
Occupation : Service
Address : GIDC Office, VAPI
Signature : *[Signature]*

2. Name (Full Name in Block Letter) : *L. V. VAGHELA*
Age : *54*
Occupation : Service,
Address : GIDC Office, VAPI
Signature : *[Signature]*
..... 18/-

For GOLDSTAB ORGANICS PVT. LTD.

J. G. Shah
AUTHORISED SIGNATORY

SIGNED, SEALED & DELIVERED
BY THE ABOVE NAMED LESSEE/
AUTHORISED OFFICER,
IN THE NAME _____,
AGRE _____,
OF THE LESSEE.
M/S GOLDSTAB ORGANICS PVT. LTD,



For GOLDSTAB ORGANICS PVT. LTD.

J. G. Shah

AUTHORISED SIGNATORY



In the presence of ...

- 1. Name (Full Name in Block Letter) : HAROTTAM D PATEL
- Age : 61 yrs
- Occupation : Business
- Address : RCL - 32/435, MIDC vafar
- Signature : Harottam Patel

- 2. Name (Full Name in Block Letter) : Augubhan - P. A.
- Age : 48
- Occupation : Service
- Address : Flat no. 114, 2nd floor
- Signature : A. Chaudhary

$$\begin{array}{r} 783 \\ 1363 \\ \hline 2146 \\ 380 \\ \hline 2446 \end{array}$$

Mo. No. 7046162598.

London Bhai