



DEED OF RECTIFICATION OF LEASE DEED

FOR INDL.PLOT NO. 280/1

AT GIDC, UMBERGAON



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, UDYOG BHAVAN, BLOCK NO.4, SECTOR NO. 11, 'GH' ROAD, GANDHINAGAR.



LESSEE

M/S. VAIBHAV FITTING INDIA PVT.LTD.,

INDL. Plot No. 280/1, G.I.D.C. UMBERGAON, TAL. UMBERGAON, DIST. VALSAD.







lु४२।त गुजरात GUJARAT

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અબ રજીસ્ટાર કચેરી ઉત્તરગામ or VAIBHAV FITTING INDIA PVI	LTD.	RGAC
or VAIBHAY FITTING INDIA	n-	
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/DUPLICATE /

DEED OF RECTIFICATION FOR LEASE DEED

THIS DEED OF RECTIFICATION FOR DEED made at VAPI on the 17th day of the month August, in the year TWO THOUSAND TWELVE (2012)

...2/-

between the GUJARAT
INDUSTRIAL DEVELOPMENT
CORPORATION a Corporation

constituted under the Gujarat Industrial Devlopment Act-1962 (Guj. XXIII of 1962, having its Head office at Udyog Bhavan, Sector No.11, "GH" road, Gandhinagar-382 017 (hereinafter referred to as the "The Corporation" which expression shall unless the context does not so admit include its successors and assigns) of the ONE PART... [It's Pan Card No. AAB(G8033D].

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...3/-

AND WHEREAS M/S. Vaibhav Fitting India Pvt.Ltd. Through its Authorized Director: Shri Mukesh G. Sanghvi, a company registered under "COMPANIES" Act, and having its registered office at plot 4, Varsha Building, 2nd Khetwadi Lane, Mumbai-400 004 (hereinafter referred to as the LESSEE) which expression shall, unless the context does not so admit include their successors and assigns of the OTHER PART. [It's Pan card No. AACCV4879R]

AND WHEREAS the Lessor & the Lessee had entered into lease deed dtd. 14/10/2011 vide original documents No.1941 & Duplicate document thereof vide No. 1942 dtd. 14/10/2011 in respect of Plot No. 280/1, the land shown in the schedule to the said lease deed (hereinafter referred to as " the said Land) and registered original document& duplicate thereof in the office of the sub.Registrar, Pardi on 14/10/2011 respectively.

AND WHEREAS it has come to knowledge of the Lessor of the one part & Lessee of the other part that, the Land admeasuring 4000.21 Sq.mtrs. of Plot No. 280/1 at GIDC, Umbergaon mentioned in the Schedule of the said lease deed on page No. 17 & registered on dtd. 14/10/2011 which is typographical mistake and wrongly mentioned the said area admeasuring 4000.21 Sq. mtrs. But actual area of Land admeasuring 4200.21 of the said plot No. 280/1 at GIDC, Umbergaon & Party has paid the amount of Rs. 36,752/- calculated @ Rs. 8=75 per Sq.mtrs. i.e. Total Area admeasuring 4200.21 Sq.mtrs..

AND WHEREAS the party of the one part and the party of the other part hereby witness and further mutually agree to enter into this deed of rectification with a view to lay down the correct the schedule of the said lease deed dtd. 14/10/2011, and other conditions of lease deed of Plot remain unchanged.

Winds

THE SCHEDULE HEREUNDER REFERRED TO [OLD]

All that price of land know as Plot No.280/1, in the Umbergaon Notified Industrial Area Consisting Revenue survey No.203/p, 204/p within the village limits of Solsumba Taluka — Umbergaon, District — Valsad containing by admeasurements 4000.21 Sq. Mtrs. or thereabout and bounded as follows, that is to say:

On or towards the North by : Plot No. 280/2.
On or towards the Sought by : Plot No. 279
On or towards the East by : GIDC Boundary.
On or towards the West by : 18mtrs. wide road.

THE SCHEDULE HEREUNDER REFERRED TO [NEW]

All that price of land know as Plot No.280/1, in the Umbergaon Notified Industrial Area Consisting Revenue survey No.203/p, 204/p within the village limits of Solsumba Taluka — Umbergaon, District — Valsad containing by admeasurements 4200.21 Sq. Mtrs. or thereabout and bounded as follows, that is to say:

On or towards the North by : Plot No. 280/2.
On or towards the Sought by : Plot No. 279
On or towards the East by : GIDC Boundary.
On or towards the West by : 18mtrs. wide road.

In witness whereof the Lessor has caused SHRI K.M.PATEL, Age-55, residing at GIDC, Vapi, Power of Attorney holder of SHRI T.K.PANDOR, DIVISIONAL MANAGER[SG], an officer authorized by it, to set his hand and affix the common seal hereto, and the Lessee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED & DELIVERED BY SHRI T.K.PANDOR, OFFICER OF THE GUJARAT INDUSTRIALE DEVELOPMENT CORPORATION.

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DIVISIONAL MANAGER (S.G)



In the presence of.....

1. Name (Full Name in Block Letters) : SHRI A.M. PATEL

Age Occupation

: Service : GIDC, office, Vapi

Address Signature

2. Name (Full Name in Block Letters): SHRI H.L. PATCL

Occupation Address Signature : Service : GIDC Office, Vapi : White

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...5/-

SIGNED, SEALED & DELIVERED

M/S. Vaibhav Fitting India Pvt.Ltd.

Through it's Director: Shri Mukesh G. Sanghvi.

OF VAIBHAY FITTING INDER PART. ETD.



In the presence of ...

1. Name (Full Name in Block Lette Age

Occupation Address

Signature

: SHRI T. B. PATEL

: 44

: Service

: GIDC, office, Vapi

:T.8-P.

2. Name (Full Name in Block Letters) : SHEI S. M. PATEL

Occupation

Address

Signature

: 45 : Service

: GIDC Office, Vapi

: 8m Patel

UMG 2567 2012

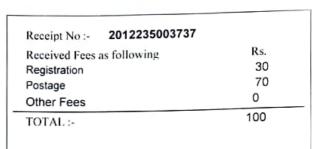
Serial No).·		2567	
presente	d of	the office of	f the	Sub-Registrar of
s.R.O - l	JME	BERGAON	Be	tween the hour of
15 to	16	on Date	0	7/09/2012

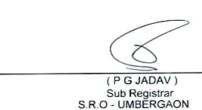


M/s. Vaibhav Fitting India Pvt. Ltd. through its Director Shri Mukesh G. Sanghvi



(PGJADAV) Sub Registrar





S.R.O - UMBERGAON

Party Name and Address

Age

Photograph

Thumb Impression

Executing 1.000

Sino

Signature

Shri K.M.Patel, (Power of

Attorney Holdr of Shri T.K. Pandor , Divisional .Manager, GIDC Vapi, **Executiong Party - Adult**

Service)Vapi-Admits execution by Shri T.K. Pandor, Divisional.Manager, GIDC Vapi



GIDC Vapi, Ta.Pardi

Claiming

1.000

M/s. Vaibhav Fitting India Pvt.

Ltd. through its Director Shri Mukesh G, Sanghvi

Plot No. 280/1, GIDC Umbergaon



Executing Party admits execution

UMG				
2567				
2012				

 Shri Dharmendrabhai Govindbhai Bhandari Umbergaon Town, Ta. Umbergaon



Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

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Date 7 Month September - 2012

P G JADAV

P G JADAV Sub Registrar S.R.O - UMBERGAON

Received Copies of Certified Evidence of Seller , Buyer and

Identifiers of Document

Date 07/09/2012

(P G JADAV) Sub Registrar S.R.O - UMBERGAON

True copy of the power of Attorney is Presented

Date:- 97/09/2012

Sub-Registrar S.R.O - UMBERGAON



LEASE- DEED

FOR PLOT NO.289/1

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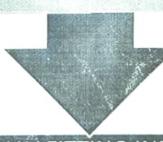
AT GIDC, UMBERGAON



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION,
JDYOG BHAVAN, BLOCK NO.4, SECTOR NO. 11, 'GH' ROAD,
GANDHINAGAR.







M/S. VAIBHAV FITTING INDIA PVT.LTD..

PLOT No. 280/1, G.I.D.C. UMBERGAON, TAL. UMBERGAON
DIST. VALSAD..









FOR VAIBHAV FITTING INDIA RVT. LTD.





LEASE DEED

THIS INDENTURE OF LEASE made at Vapi on the 14th day of the month of October in the year

(K.W. Pal)

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Two Thousand Eleven(2011) between the GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION,

a corporation constituted under the Gujarat Industrial Development Act-1962 (Guj. XXIII of 1962) and having its Head office at Udyog Bhavan, Block No,3,4,5, "GH' Road, Sector No.11, Gandhinagar-382 011 (hereinafter called 'The Lessor' which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART[Its Pan card No. AABCG8033D and M/S. VAIBHAV FITTING INDIA PVT.LTD. Through its Shri MUKESH G. SANGHY) residing Director company NO.280/1, GIDC, Umbergaon-396 171 registered under "Companies' Act and having registered office at 4, Varsha Building, 2nd Khetwadi Lane, Mumbai-400 004 (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.[His pan card No. AACC V4879 K].

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WHEREAS by an agreement dated Nil and Supplementary agreement dtd. 12/05/1997,30/03/2009, & 28/07/2011 (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. 280/1 at Umbergaon Notified Indl. Area/Estate and more particularly described in the Schedule thereof.

AND WHEREAS the lessee having paid a sum of Rs.36,752/-(Rupees Thirty six thousand Seven hundred fifty two only)calculated at Rs. 8=75 Per Sq. Mtrs. which is equivalent to 100 percent or of the allotment price of the said Plot No. 280/1 has requested the Lessor to grant him a Lease of the Plot No. 280/1 and to execute the Lease Deed in respect of the said plot.

AND WHEREAS the Lessor has decided to enter in to these presents in respect of Plot No. 280/1 on the understanding that the lessee will comply with all the terms & conditions for the construction work on the said plot as set out in the license agreement and that the he shall have to complete the construction on the said plot

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within such period and conforming to such plan as may be required by the

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Lessor and that he will comply with the terms and conditions herein after appearing.

NOW THIS DEED WITNESS & HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

In consideration of the sum of Rs.36,752/-(Rupees

Thirty six thousand Seven hundred fifty two only)paid in the manner aforesaid by the Lessee to the Lessor as full payment of the allotment price of Plot No. 280/1 and in consideration of the rent hereby reserved and of the convenants 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. 280/1 in the Umbergaon Notified Industrial Area/Estate forming Part of lands bearing revenue Survey Numbers 203/P,204/P, within the Village limits of Solsumba Taluka: Umbergaon Dist. And sub Dist. Valsad and containing by admeasuring about 4200.21 Sq. Mtrs. or there about and more particularly described in the schedule hereunder written TO GETHER WITH all rights, privileges easement, whatsoever appurtenance belonging EXCEPT & RESERVING up to the Lessor all and 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 terms of 99 years computed from the 16th days of the month of June in the year One thousand Nine hundred eighty one (1981), of subject never the less to the provision of the Bombay Land revenue code,1879 and the rules there under PAYING THEREFORE 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.6/- (Rupees Six Only) and also paying therefore 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 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 manner hereinafter provided. The Lessor shall have 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 & observed the Covenants and conditions on the part of the lessee

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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 terms of 99 years with same covenants and provisions and stipulated 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:

(a) TO PAY BALANCE PREMIUM PRICE:

The allotment price of the demised premises (consisting of Plot No. 281/1 has been fixed at Rs.36,752/-(Rupees Thirty six thousand Seven hundred fifty two only)calculated at Rs. 8=75 Per Sq. Mtrs. Out of the said price, the Lessee has already paid Rs.36,752/-(Rupees Thirty six thousand Seven hundred fifty two only) being an amount equal to 100% of the allotment price of the said plot.

- (I)The interest rate would be subject to 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.
- (iii) The lessee will make full & regular payment of all the installment 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 month from the expiry of his Accounting year supply to the

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lessor a copy of his profit & loss Accounts pertaining to that Accounting year and business run by him in the demised premises.

(b) TO PAY RENT:

That during the terms 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 for already commenced the construction of a building to be used as a factory for Mfg. of Metal Forging. Now the lessee will within a period of two years from the date of the License 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 factory 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 4200.21 Sq. Mtrs. It will/shall be permissible to the lessee to utilize 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 condition.:

- (i) The remaining area of the plot shall be fully utilized for one expansion of the project of the lessee within a period of ten years from the date of the License agreement.
- (ii) It shall be open to the lessor to review the progress of the utilization at the interval of every three years and to resume the possession of unutilized portion of the plot.
- (iii) While utilizing a part of the Plot for the construction of a building as aforesaid and retaining the remaining part of the plot for future expansion,

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(6/-



the part to be utilized 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 the possession of the unutilized 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 until commenced by the lessee unless and specifications plans, elevations, sections & 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 the Lessee shall observe & confirm 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 enforce 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 plans.

(e) FENCING:

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

(f) EFFECT OF FAILURE TO COMPLETE CONST. 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 officer of the Lessor allows further time to complete the construction.

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(g) TO OBTAIN LICENCES ETC.

That he will obtain & renew all necessary licences and pay all license & other fees and ceases and

taxes in respect of the demised premises by reason of their being used for the purpose and / or / any of them an to observed and perform all local Police & Municipal rules and regulations in connection with such use,

(h) TO PAY RATES TAXES, CHARGES ETC.

That he will pay all existing & future taxes, cesses, rates, 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 & premises and anything for the time being therereon. The present land revenue assessment of the land leased does not exceed RS. 6,175/- (Rupees Six thousand One hundred Seventy five only) per Annum He will also pay to the Lessor in the manner determined by the lessor service charge of whatever description including charges for the supply of water, Lessee's share of the expenses of maintenance of road and other common facilities & services) charged by Lessor. As regards supply of water he shall abide by the conditions laid down in that behalf 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 his unit at following rates from year to year.

Year Consumption per day (liters)

 1st year :
 3000 L. per day.

 2nd year :
 4000 L. per day.

 3rd year :
 4000 L. per day.

Onward.: 4000 L. per day.

Even if he fails to consume water to the extent mentioned above, he shall pay the water charges

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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

minimum charges for 70% of the above agreed qty. shall commence from the date on which the utilization 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 license/lessee shall be liable to the action including termination of agreement and other steps.

(i) NOT TO EXCAVATE:

That he will not make any excavation upon any part of the demised premises nor remove any stone, stand gravel, clay or earth, therefore 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 premised 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 he shall observe & confirm 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 enforce for the time being & that he shall provide sufficient latrine accommodation workmen & other staff employed on the demised premises in order to keep the demised premises and surrounding clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previous consent in writing of the Executive Engineer permit any laborers or workmen to reside upon and demised premises and in the event of such consent being given shall comply strictly with the terms thereof. Failure on the part of the

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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 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 Order) 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 and Act according to laws on the subject of Ecology and Environment. like the (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 liability under the relevant 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 you will have to strictly follow the terms & conditions

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Of Gujarat Pollution Control Board, Gandhinagar, Further you 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 any permission which may have been granted by GPCB and if the lessee without complying with the pollution measures start or continue with their Industrial Activity the lessor shall be dully bound to disconnect Electricity supply and water supply of Licensee unit even without prior notice.

kkk) PROVISION OF SERVICES, AMINITIES, 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 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 service 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:

The thought the said term the lessee shall at his expense pave, clause and keep in good and substantial repairs and condition(including all usual & necessary internal and external painting, colour, & white washing to the satisfaction of the Executive Engineer, the building, premises drain, compound walls and the fences up-to belonging all fixture and addition thereto.

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dust smoke gas noise, vibration or fire hazard is declared as obnoxious by the lessor.

FIRE FIGHTER :-

The corporation may provide the fire fighter services in some estates as Amenities, incase of non Provisions of 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 he will keep the building already erected or which any by erected on the demised premises excluding foundations 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 foundation & 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 quietly deliver to the lessor the demised premises and all erections 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 assessment then due & shall have performed and observed the covenants and conditions contained prior to the expiration or determination, of one 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 structures may have been removed after the same is leveled and put in good order and conditions to the satisfaction of the Lesson.

FOR POWER SUPPLY:-

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

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(2) Licensee/ Purchaser /
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.

- (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 end cost of feeder and sending equipments, as the case may be, is to be borne by consumer. No reimbursement or cost sharing is admissible to high tension or low tension consumer. For extension of load at a future date, full cost to be borne by the consumer
- (5) The supply voltage and source of power shall be decided by the power supply authority for the consumer having power demand in excess of 2400 KVA.
- (6) Licensee/purchaser/Lessee is liable to pay for cost of land occupied for corridor for laying Electric circuit for power supply as per the site condition and the prevalent policy of the corporation.
- (7) Licensee/Purchaser/Lessee has to pay for cost of augmentation of sub-station on his pro-rate demand basis and at the rate and policy prevalent in the corporation.
- (8) Licensee/Purchaser/Lessee can not seek relief of deferment of payment towards installment for delay in availability of power.
- (r) NOT TO ASSIGN:That he 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

(K.W. 101)



of this convenants, 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 its Board of Directors or Managing Committee by Whatever name called shall not be deemed to be a change in the Constitution of lessee. 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 affect the right and powers of the Lessor under this lease deed and.
- (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.
- (c) That he 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) ASSIGMENT 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 his 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 under letting 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, under letting or parting with fifty percent of the unearned increment

CK-M-Pals

15/-



that may be accused 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 in the person whom the title shall vest on the account thereof shall cause notice thereof be given to the lessor within one month from the date of such vesting.

(u) You shall have to fill- up at least 85% Posts in your Industrial units by local persons and for Manager and Supervisory cadres at least 50% Posts shall have to be filled by the local persons. The expression 'Local person' shall mean a person domiciled in Gujarat State for minimum 15 years shall be considered as 'Local Person'.

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

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

4. BREACHOF CONVENENTS:

If the said 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 & 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 Premises or claimed

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by the lessee on account of such built 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 convenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after giving or such notice.

5. ALTERNATION OF ESTATE RULES:

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

6. ALLOTMENT LETTER & MARGINAL NOTES:

The lessor had issued in respect of the demised premises an offer cum allotment letter No.4737 dtd. 16/6/81 & Final Transfer order No. 11284 dtd. 30/03/2009 & Sub.division & F.T.O. No. GIDC/ DM/ VPI/UMG/FTO/PLT/2945 Dtd.30/07/2011. The terms & conditions of the said allotment letter will form part of this Agreement and Supplementary Agreement has been executed on dtd. 30/03/2009 & 28/07/2011. 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 duplicate of this indenture and original indenture shall remain with the Lessor. The lease deed shall be registered at a place within the take of Gujarat where such registration is permissible under the provisions of the Indian Registration Act.

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14-10-11



SCHEDULE (Description of Land)

All that Piece of land Known as Plot No. 280/1 in the Umbergaon Notified Industrial area consisting Revenue survey Nos. 203/P,204/P, within the village Limits of Solsumba Taluka – Umbergaon, District-Valsad, containing by admeasurements 4000.21 Sq. Mtrs. or there about and bounded as follows, that is to say

On or towards the North by : Plot No.280/2.
On or towards the South by : Plot No.279
On or towards the East by : GIDC Boundary.
On or towards the West by : 18 mtrs. wide road.

In witness whereof the Lessor has caused Shri K. M. Patel, Age - 53, Residing at GIDC, Vapi, power of attorney holder of SHRI O.P.SHARMA, Divisional Manager [SG], an officer authorized by it, to set his hand and affix the common seal hereto, and the Lessee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED & DELIVERED BY SHRI O.P.SHARMA.

DIVISIONAL MANAGER[SG] AN

OFFICER OF THE G. I. D. C. VAPI.

DIVISIONAL MANAGER (S.G.



In the presence

1. Name (Full Name in Block Letters) : SHE! A-M. PATEL

Age

Occupation

Address

Signature

. 46

: Service.

: GIDC, Office, Vapi.

2. Name (Full Name in Block Letters): SHRI

Age

Occupation

Address

Signature

SHRI V.H. RATPAL

: Service.

: GIDC, Office, Vapi.

(X:14-80-4)

18/...

SIGNED, SEALED & DELIVERED M/S. VAIBHAV FITTING INDIA PVT.LTD.

Through its Director:

Shri Mukesh G. Sanghvi



For VAIBHAV FITTING INDIA PNT. LTD.

DIRECTOR



In the presence of......

1. Name (Full Name in Block Letters) : Fryeth & Rute!

Age Occupation

Address

Signature

2. Name (Full Name in Block Letters) :

Age Occupation

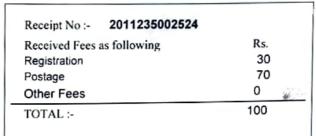
Address Signature

: Viasem



UMG 1942 2011

serial No. 1942 presented of the office of the Sub-Registrar of S.R.O - UMBERGAON Between the hour of 12 to 13 on Date 14/10/2011

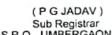






M/s. Vaibhav Fitting India Pvt. Ltd. through its Director Shri Mukesh G. Sanghvi







(PGJADAV) Sub Registrar S.R.O - UMBERGAON

Sub Registrar S.R.O - UMBERGAON

Party Name and Address

Age Photograph Thumb Impression

Signature

Executing

Shri K.M.Patel, (Power of Attorney Holdr of Shri O.P.Sharma, Divisional .Manager, GIDC Vapi, Executiong Party - Adult Service)Vapi-Admits execution by Shri O.P.Sharma, Divisional Manager, GIDC Vapi

57





GIDC Vapi, Ta.Pardi

Claiming

1.000

M/s. Vaibhav Fitting India Pvt. Ltd. through its Director Shri Mukesh G. Sanghvi

Plot No. 280/1, GIDC Umbergaon

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Executing Party admits execution