

11
DUPLICATE

**LEASE DEED
FOR
PLOT NO. 134
AT
G.I.D.C. UMBERGAON**

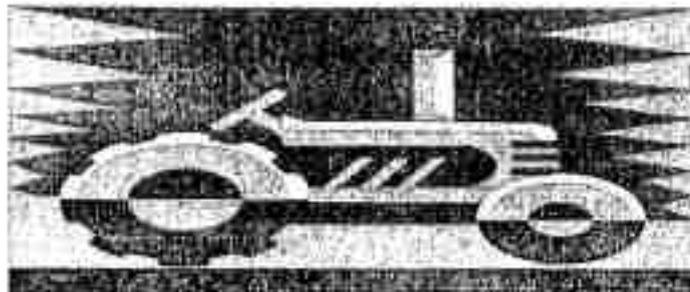
LESSOR

**GUJARAT INDUSTRIAL DEVELOPMENT
CORPORATION, SECTOR NO.11, 'GH' ROAD,
GANDHINAGAR.**

LESSEE

NAV NIRMAN KELAVANI MANDAL.

'SANKALP' Umbergaon Road, Post Solasamba, 395 165, Tal. Umbergaon, Dist. Vallab.



[Signature]
IC
Suresh Chandra College of
Science & Commerce
Umargam

- 6 APR 2011 -

SUB TREASURY OFFICE
MUMBAI

Amount ... 100/-

Sl. No. 7 Sub Treasury Officer



TRUSTEE, YGAON
NAV NISMAN KFLAVANI MANG



DUPLICATE

LEASE DEED
[Charitable Trust]

THIS INDENTURE OF LEASE made at NAV on the
day 25th of APRIL in the year-2011

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Bhamburda College of
Science & Commerce
Mumbai

Between the Gujarat Industrial Development Corporation, a Corporation constituted under the Gujarat Industrial

Development Act-1962 and having its Head office at 2nd floor, Udyog Bhavan, Sector No.11, 'GH' Road, Gandhinagar (hereinafter called "the lessor") which expression shall unless the context does not so admit, include its successors assigns) of the ONE PART, [It's Pan Card No. AABCG-8033D] and Shri Sureshchandra Mahantlal Mehta Managing Trustee, M/s. NIRMAN KELAVANI MANDAL, for Education Trust, residing at Plot No. 134, GIDC, Umbergaon-396 171, Tal.Umbergaon, Dist. Valsad, having its registered office at 'SANKALP' Umbergaon road, Post-Solsumba-396 165, Dist. Valsad.(hereinafter called "the Lessee") which expression shall unless, the context does not so admit include his heirs, executors and legal representatives/its succession business and assigns) of the OTHER PART.[It's Pan Card No. AAATX/2834K]

AND WHEREAS by an Agreement dtd. Nil...(Hereinafter referred to as the license Agreement) made between the Lessor of the one part and the Lessee of the other part, the Lessor agreed to grant to the Lessee upon the performance and observance by the lessee of the obligation and condition contained in the said agreement, a lease of the plot of land known as Plot No. 134 in Umbergaon Notified Industrial area, and more particularly described in the schedule thereof.

AND WHERE AS the lessee has agreed that the said land shall be used only School Purpose.

AND WHEREAS the Lessee having paid of Rs.18,000/- (Rupees Eighteen thousand Only) which is equivalent to 100% of the allotment price of the said land calculated at Rs.3600/- Per Acre (As per Agenda item No. 15 of Board 124th meeting held on 09/04/1973) i.e. Rs. 18,000/- for total 5(five) Acres & had requested the Lessor to grant him a lease of the said land and to execute the Lease-Deed in respect of the said land.

AND WHEREAS the Lessor has agreed to enter into these presents in respect of the said land on the understanding that the lessee will comply with all the terms and conditions for the construction work on the said land as set out in the Licence Agreement and that he shall complete the construction on the said land within such period and confirming to such plan as may be required by the lessor and that he will comply with the terms and conditions hereinafter appearing.

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

[1] That the Lessee shall have leased and authority only to enter upon the said land described in the Schedule hereunder written for the purpose of building and executing work thereon for School Purpose only.

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Umargam

[2] No funding shall be provided by GIDC, at this stage for this present building/premises for plot No.134, however it shall be open on the lessee to represent to lessor for financial assistance on which the decision of the Lessor shall be final and binding on the Lessee.

[3] That the lessee being a registered charitable trust vide registration No.Guj./34/Valsad dtd. 13/09/1973, any further object/Clause in furtherance of the object to be inserted or substituted, same can be done with prior concurrence/approval of the Charity Commissioner.

[4] That to hold with demised premises by the Lessee for the terms of 99 years computed from the 8th day of January in the year Nineteen Seventy four [1974], subject nevertheless to the provisions of the Bombay Land Revenue Code 1879 and the rules thereunder PAYING THEREFORE yearly on or before the 31st day of March, of each year during the said terms to the Lessor at the office of the Managing Director or as otherwise required the rent of Rs. 24/- (Rupees Twenty four) and the Lessee shall have the right to renew this lease for a further term of 99 years that in the event of the lessor shall have the right to increase the sum of yearly rent as hereinbefore stipulated by a further Sum which shall be 100% of the original sum of rent and provided that if the lessee have duly performed and observed the covenants and conditions on the part of the lessee have duly performed and observed the covenants and conditions on the part of lease 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 month's previous notice in writing of his desired to have the lease of the demised premises renewed for a further lease of the demised premises for a further term of 99 years with the same covenants and provision, terms and conditions except this clause of renewal as the amount of rent which the lessor shall be entitled to increase.

[5] That for any alteration, modification in existing building and for new construction, Lessee shall have to obtain prior approval of Lessor.

[6] Further to that, this Trust as stated above, shall be the foundation for Educational Activities in School only,

That as agreed by the both the Lessor and Lessee in new Trust name : NAVNIRMAN KELAVANI MANDAL" there shall be upto five Trustee, provided they confirm to the applicable rules.

[7] Further to that, this trust as stated above, shall be the foundation for educational programmed at school purpose only.

[8] Further that, the policy decision regarding running School or expansion/ to undertake other new purpose shall be taken by the Management committee consisting of the Two (2) representative of the Lessor and other representative nominate by the Lessee.

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[9] 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 thereon. The present land revenue assessment of the land leased does not exceed RS. 27,408/- (Rupees Twenty Seven thousand four hundred eight 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.

FOR WATER SUPPLY:

The water charges would 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 charges, the Lessee shall be subject to actions including termination of Agreement and subsequent steps.

[10] NOT TO EXCAVATE:

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

[11] 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.

[12] SANITATION:

That he 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 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.



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The Lessee shall have to take drainage connection when intimated by the Lessor 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 Lessor from time to time, while taking drainage connection, the lessee shall have to comply with all regulations contained in " Drainage Regulations-1990" of GIDC.

[13] 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 water (Prevention & control of Pollution) Act, 1974 the Air (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 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

[14] PROVISION ON RE-AMENITIES:

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 Of the Lessor in respect of the same, within the meaning of the provisions of the consumer protection Act-1986.



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GIDC

[15] 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.

[16] 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.

[17] TO ENTER & INSPECT:

That he shall on a week's previous notice in that behalf permit the Lessor or the Managing Director officer or the Executive Engineer and the officer survoyors, workmen and other employed by them from time to time and at all reasonable times of the day during the terms hereby granted, to enter into or upon the demised 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 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.

[18] NUISANCE:

That he 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 he 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 he would be liable to be evicted from the premises occupied by him under the provisions of the Gujarat Public Premises (Eviction of unauthorized occupants) Act-1972 or any other law for the time enforce and lessor will be entitled to recover the cost of making good such damages with penalty as may determine and such amount would be recoverable as an arrears of land revenue.



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[19] That he will use the demised premises only for the purpose of School Purpose only and matters connected therewith and shall not use the demised premises 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 factory or any Industry.

[20] 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.

[21] 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 herein 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 Lessor.

[22] 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.

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 required to be obtained and same shall have be granted as per the policy of the Lessor subject to the conditions:



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- (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 the Lessor will send, to the said financial institution concerned or as the case may be a copy of the notice of not less than 10 days that may be served upon the Lessor for rectification of the breach of any covenants of the said lease Deed.

[23] NOTICE :

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.

[24] SUMS PAYABLE :

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 GIDC Act-1962

[25] BREACH OF 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 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 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.



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[26] ALTERNATION :

The lay out of the UMBERGAON Notified Industrial Area/Estate, the building conditions and other regulations & covenants 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.

[27] ALLOTMENT LETTER & MARGINAL NOTES :

The lessor had issued in respect of the demised premises an offer cum allotment letter No.304 dtd. 08/01/1974 & Corrigendum order No. GIDC/RM/VPI/PLT/UMG/ALT/Corri./7944 dtd.25/03/2011 possession handed over on 22/05/1974. The terms & conditions of the said allotment letter will form part of this Agreement. The marginal notes do not form part of lease and shall not be referred to for construction or interpretation thereof.

[28] 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 where such registration is permissible under the provisions of the Indian Registration Act within the State of Gujarat.

[29] Nav Nirman Kelavani Mandal foundation for School purpose like education & learning at Umbergaon being a registered Charitable Trust , and if any other object/clause is to be substituted or inserted, the same can be done with prior concurrence of Charity Commissioner.

[30] Tenure of the allotment of the land to Nav Nirman Kelavani Mandal will be for 99 years with a condition of extension as per condition in the lease deed of GIDC.

[31] Lease rent of Umbergaon Notified Indl.Area/Estate is Rs.24/- per Annum.

[32] Any alteration / modification of the existing building and new construction Nav Nirman Kelavani Mandal shall have to obtain prior approval of GIDC.

[33] No funding / financial assistance shall be provided by GIDC.

[34] The name of management institute will be "Nav Nirman Kelavani Mandal" and in case of any donor seeking his name appended the same can be decided mutually by consent. ...10/-



Arvind
VC PRINCIPAL
 Suresh Mehta College of
 Science & Commerce
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Suresh Mehta
 25/11/11

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 G.M. Mehta
 20-11-11*



[35] Policy decision shall be taken by the Management Committee (MC) consisting of the 2 (Two) representatives of GIDC and representatives nominated by "Nav Nirman Kefavani Mandal" Trust.

SCHEDULE

(Description of Land)

All that Piece of land Known as Plot No. 134 in the Umbergaon Notified Industrial area consisting Revenue survey Nos. 170/p, within the village Limits of Umbergaon, Taluka Umbergaon, District- Valsad, containing by admeasurements 20006 Sq. Mtrs. or there about and bounded as follows, that is to say

- On or towards the North by : Umbergaon to Station road.
- On or towards the South by : Plot No.135.
- On or towards the East by : Estate Boundary.
- On or towards the West by : Plot No. 131/P, 132, 133.

In witness whereof the Lessor has caused Shri K. M. Patel, Age - 54, Residing at GIDC, Vapi, power of attorney holder of SHRI A. K. PATEL, Assistant Manager, 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 A.K. PATEL
ASSISTANT MANAGER AN
OFFICER OF THE
G. I. D. C. VAPI



[Handwritten Signature]

Asstt. Manager
G.I.D.C., VAPI



In the presence of

1. Name (Full Name in Block Letters) : SHRI A. M. PATEL
Age : 46
Occupation : Service.
Address : GIDC, Office, Vapi.
Signature : *[Handwritten Signature]*
2. Name (Full Name in Block Letters) : SHRI V. H. RAJAL
Age : 52
Occupation : Service.
Address : GIDC, Office, Vapi.
Signature : *[Handwritten Signature]*

[Handwritten Signature]
25/4/11

[Handwritten Signature]
25/4/11

[Handwritten Signature]
VC PRINCIPAL
Suresh Mehta College of
Science & Commerce
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SIGNED, SEALED & DELIVERED
NAV NIRMAN KELAVANI MANDAL,
Managing Trustee:



Sureshla
TRUSTEE
NAV NIRMAN KELAVANI MANDAL



In the presence of.....

1. Name (Full Name in Block Letters)
Age
Occupation
Address
Signature

Jayesh T. Patel
30
Business
A-217, Umargam
Jayesh

2. Name (Full Name in Block Letters)
Age
Occupation
Address
Signature

GHARAT, B. BORR.
22
Service
124, G.P.O. Umargam
B.B.



1/22/11
25/4/11

Sureshla
25/4/11



Amit
VC PRINCIPAL
Surash Mitha College of
Science & Commerce
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2011		

Serial No. 843
 Presented of the office of the Sub-Registrar of
S.R.O - UMBERGAON Between the hour of
 18 to 17 on Date 29/04/2011

Receipt No:- **2011235001053**

Received Fees as following	Rs.
Registration	30
Postage	70
Other Fees	0
TOTAL ->	100



Suresh Mehta

M/s. NavNirman Kelavani Mandal through its
 Trustees
 Shri Sureshchandra M. Mehta



(Signature)

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

(Signature)

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

Sl.No	Party Name and Address	Age	Photograph	Thumb Impression	Signature
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Executing

1,000

Shri K.M.Patel, (Power of
 Attorney Holdr of Shri A.K. Patel)
 Asst. Manager, GIDC Vapi,
 Executing Party - Adult
 Service/Vapi-Admits execution by
 Shri A.K.Patel, Asst. Manager,
 GIDC Vapi

54



K.M.Patel

GIDC Vapi, Ta.Pardi



Claiming

1,000

M/s. NavNirman Kelavani Mandal
 through its Trustees
 Shri Sureshchandra M. Mehta

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Suresh Mehta

Plot No. 134, GIDC Umbergaon,
 Ta. Umbergaon

(Signature)
(K.M.Patel)
Suresh Mehta

Executing Party
 admits execution

(Signature)
VC PRINCIPAL
Suresh Mehta College of
Science & Commerce
Umargam

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2011		

1	Book No.	843 842	Registered No.
Date: 28/04/2011			

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

કચ્છીય નંબર - 842 ને આ મેરજના ઉં.

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



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Suresh Mehta College of
Science & Commerce
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