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मध्य प्रदेश MADHYA PRADESH

A 036021

Ward No.13



TRANSFER DEED

Part No. 1 & 2 in Block No.C-2

Poddar Plaza New Siyaganj, Indore

Stamp Duty	Rs. 8,00,000/-	Transaction Value : 1,60,00,000/-
Corporation Duty	Rs. 1,60,000/-	Market Price Rs. 1,08,54,000/-
Panchayat Duty	Rs. 1,60,000/-	
Total	Rs. 11,20,000/-	

THIS DEED OF TRANSFER executed at INDORE on this 28<sup>th</sup> day of March 2013 BETWEEN

Hope Textiles Ltd. (for sake of brevity referred to as HTL)(PA No. AAACH7574B), a Company incorporated under the Indian Companies Act, 1913 (Formerly Nandlal Bhandari Mills Ltd.), having its Regd. Office at 1, Snehlataganj, Indore, through Shri Kantilal Bam, Executive director duly authorized by HTL under its board resolution dated 11<sup>th</sup> February 2011 to execute this deed hereinafter referred to as "Party No. 1" (which expression, unless repugnant to the context or meaning thereof) shall mean and include their successors-in-office, the said Company in whatever form it exists for the time being, its successors, amalgamates and assigns; of the **FIRST PART:**

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AND

M/s. Pratap Technocrats through proprietor Shri Devinder Singh S/o Shri Pratap Singh Shekhawat Age 41 years, (PAN No. ADEPS 2561 H) Address : B-21 Shakti Bhawan Shivaji Godara Colony, Jhotwara, Jaipur. hereinafter collectively referred to as "the Party No.2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, legal representatives, executors, administrators, transferees-in-interest and assigns of the SECOND PART.

WHEREAS :

1. The Holkar State Prime Minister's Office Sicca Order No. 3248/F dt. 02-09-1939 ordered that His Highness Maharaja has ordered that: "the property at Indore, known as the State Mills be sold and land area of which is about 22 acres on which the aforesaid property stands, to be given on lease of 99 (Ninety Nine) years to be used for the purpose for which it has been used upto now at an annual rental of Rs. 6000/- (Rupees Six Thousand only) per annum". Copy annexed as Annexure-B

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2. The said property (The State Mills) was sold to M/s Nandlal Bhandari Mills Limited, Indore vide sale deed registered at No. 1/1880/1955 dated 05-11-1955.
3. The Government of Madhya Pradesh (GOMP) Survey & Settlement Department vide its order No. 1952/2466/VIII/67, Bhopal dated 14-11-1967 and order No. F-1-1/seven/9/95 dated 02-05-1998 modified the above Sicca Order and permitted the Mill Company to sublease the said Land for commercial purpose on the terms and conditions contained therein. Copy annexed as **Annexure C & D**.
4. As per the fresh Certificate of Incorporation issued by the Registrar of Companies, Madhya Pradesh, Gwalior dated 3.1.1976, the name of Nandlal Bhandari Mills Limited was changed to "Hope Textiles, Limited" under the provisions of Companies Act 1956.
5. The GOMP Housing & Environment Department vide Gazette Notification No. F-16-54-89-32 dt. 27-11-1996 published in the Gazette of Madhya Pradesh dt. 29-11-1996 designated the land use of the said land as 'Commercial use'.
6. The said land was made free from the land ceiling law and from any scheme of the Indore Development Authority.

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- [a] That, out of the total area of 22.24 acres belonging to Party No. 1, layout plan was approved by T&CP Dpt vide their letter No. 1516 dt. 24.3.2004 for an area of 10.31 acres, known as Phase I. Out of this Phase I Block C-2 to C-9 are being developed. The Building Plan of the same were approved by Indore Municipal Corporation vide their memo no. 26198 dt. 31.3.2010.
- [b] That the land is a leasehold land of which Party No. 1 is the lessee and GOMP is the Lessor. The lease of Party No.1 presently expires on 01-09-2038.
- [c] HTL confirmed that although the Sublease rights to be granted are upto 30-06-2038, thereafter HTL shall make all possible efforts to get its own lease renewed or extended which expires on 01-09-2038, on such terms as the GOMP may agree in which event the benefit of extension shall be available to the transferee such as Party No. 2 on payment of the pro-rata lease rent and/or any other charges as may be fixed by the GOMP and that, in the event of the HTL not obtaining the renewal, the transferee such as Party No. 2 shall have the right to obtain such renewal or extension of the sub-lease in respect of the Unit(s) purchased by him under these presents. The sublease being

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granted hereunder by HTL is strictly in accordance with the Holkar State Prime Minister's Office Sicca Order No. 3248/F dt. 02-09-1939 and GOMP order No. 1952/2466/VIII/67, Bhopal dated 14-11-1967 read with order No. F-1-1/Seven/9/95 dated 02-05-1998 and contents therein. The Sub Lessee shall not act in violation to these terms and conditions or restrictions.

- [d] That any subsequent transfers or any agreement for such transfer hereafter shall be intimated to **Party No.1** for its record within 3 days of such transfers or execution for onward submission to the state of M.P. i.e. the original lessor.
- [e] That the present lease rent for 22.24 acres land is Rs. 6000/- Per Annum subject to any enhancement by the GOMP or concerned Authority. The transferee such as **Party No.2** shall have liberty to pay the lease rent on pro-rata basis to **Party No. 1** upto 30-06-2038 at the time of execution of the transfer deed. Any change in the lease rent or condition of lease by GOMP hereafter shall be the responsibility of the transferee i.e., **Party No. 2**.
- [f] Subject to above and the conditions contained hereunder the title granted herein will be clear marketable and free from all encumbrances.

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(6)

[g] That the Party No.1 has got the Layout Plan approved vide Town and Country Planning Department Memo No. 1516 dt. 24. 3.2004. The Building plan were sanctioned for Block C-2 to C-9 vide IMC Memo No. 26198 dt. 31.3.2010. Accordingly Party No. 1 has completed construction of Unit No. 1 & 2 falling in Block No. C-2 as per the sanctioned Building plans.

[h] That the Unit No. 1 & 2 falling in Block No. C-2 constitutes of total Permitted built up area 7302.00 sq.ft. i.e. 678.36 Sq. Mtr. alongwith the proportionate land attributable to this builtup area comprised in the following respective floors:

i. Basement	::	136.94	(Sq.Mtrs.)	1474.00	(Sq.Ft.)
ii. Ground Floor	::	136.94	(Sq.Mtrs.)	1474.00	(Sq.Ft.)
iii. Mazzanine Floor	::	103.12	(Sq.Mtrs.)	1110.00	(Sq.Ft.)
iv. First Floor	::	150.68	(Sq.Mtrs.)	1622.00	(Sq.Ft.)
v. Second Floor	::	150.68	(Sq.Mtrs.)	1622.00	(Sq.Ft.)
Total		678.36	(Sq.Mtrs.)	7302.00	(Sq.Ft.)

No future Right of construction are available within this Unit to Party No.1 or 2.

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(7)

- The Unit described hereinabove alongwith the proportionate sublease rights attributable to it and more particularly described hereunder in **SCHEDULE-1** annexed hereto and delineated in **RED** in plan annexed therewith as **Annexure-A** shall be hereafter referred to as **"THE SAID PROPERTY"** under transfer. The postal address of **THE SAID PROPERTY** will be Unit No. 1 & 2 falling in **Block No.C-2**, Poddar Plaza, New Siyaganj, HTL Unit No. 2, V.I.P. Route No. 1, 37, Kachhi Mohalla, Indore.
- [i] The **Party No. 1**, being the holder of the title of the land is competent to sublease its rights, title and interest in the land attributable to the said unit carried out the construction work on the above mentioned land (hereinafter referred to as **"PODDAR PLAZA"** New Siyaganj, Indore. The **Party No. 1** is entitled to construct, transfer and to receive the consideration for the **Said Property**.
7. The **Party No. 2**, after examining the various documents of title and plans of the building constructed by **Party No.1** and the terms and conditions of the sub lease being granted by **Party No. 1** and conditions of lease as laid down by the **GOMP** and **The Party No. 2**, has agreed to purchase the **Said Property**. The **Party No. 1** is selling the construction and is transferring its sub-lease rights in the

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(8)

land to the Party No. 2 for the total consideration of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs only) (hereinafter referred to as "The Consideration of the Said Property") and the Party No.2 agreeing to pay this consideration and has paid the full consideration of the Said Property comprised in Unit No. 1 & 2 falling in Block No. C-2 to Party No. 1, The receipt of which the Party No.1 acknowledges. Hence this deed is being executed.

8. The sublease granted by the Party No. 1 to the Party No. 2 shall be deemed to expire on 30-06-2038.

**NOW THIS DEED WITNESSETH AS UNDER :**

- (1) That, for the transfer of the construction, title and interest in the building Unit No.1 & 2 in Block No. C-2 at "PODDAR PLAZA" New Siyaganj, Indore. (MP) admeasuring 7202.00 sq.ft. i.e. 678.36 Sq. Mtr. alongwith the proportionate sublease rights of the land attributable to this built up area comprised in The Said Property, the Party No.2 has paid a sum of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs only) in the following manner:

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Payment by Party No.2

(9)

S.No.	RTGS/NEFT	Date	Bank name & Branch	Amount (Rs.)
1.	NEFT	21-01-2013	Axis Bank, Indore	45,00,000/-
2.	NEFT	21-01-2013	Axis Bank, Indore	45,00,000/-
3.	NEFT	26-03-2013	Axis Bank, Indore	20,00,000/-
4.	NEFT	26-03-2013	Axis Bank, Indore	50,00,000/-
Total Rs.				1,60,00,000/-

(Rupees One Crore Sixty Lacs only)

- (2) That, the Party No. 1 confirming that the lease rent for the land attributable to this unit and the land being hereby subleased upto 30-06-2038 is Rs. 26/- (Rs. Twenty Six only) per annum at the prevailing rate and conditions of the lease payable to Party No. 1 and Party No. 2 agreeing to this and the Party No. 2 further agreeing to be liable to pay such lease rent as decided and as fixed and in the manner by the GOMP on renewal of the lease, and Party No. 2 further agreeing to accept any change in the lease rent and lease conditions during the remaining tenure of lease i.e. upto 30-06-2038 :

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(10)

- (3) That the **Party No. 2** having paid "The Consideration of the Said Property" and agreeing to pay the annual lease rent hereinabove reserved and subject to the compliance of the terms and conditions laid down in the The Holkar State Prime Minister's Office Sicca Order No. 3248/F dated 02.09.1939, GOMP order No. 1952/2466/VIII/67 dated 14-11-1967 read along with order No. F-1-1/seven/9/95 dated 02-05-1998 :

The **Party No. 2** agreeing to comply with and further other terms and conditions herein contained as under :

- (4) The **Party No. 1** transfers the ownership rights, title and interest in the Building Unit No. 1 & 2 falling in **Block No. C-2**, constructed by them and grants the sublease rights of the land attributable to this Unit herein also referred to as "**THE SAID PROPERTY**" and described in **SCHEDULE-1** and delineated in red on the map annexed hereto [Annexure-A] along with all the privileges, easements, profits, advantages and entitlements to own, to hold the same unto and to the use and benefit of the **Party No. 2**, absolutely and for ever, subject to the payment of the lease charges, rates, taxes, assessments, dues and duties payable and which may become payable from time to time

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(11)

hereafter in respect of the same, to the Government, Municipal Corporation, Party No. 1 or any public body or local authority in respect thereof.

(5) THE PARTY NO. 1 COVENANT WITH THE PARTY NO. 2 :

- (i) That Party No. 1 holds the lease-hold rights over the entire area of 22.24 acres in which the Unit No. 1 & 2 falling in Block No. C-2, is situated and Party No. 1 has the right to construct the buildings in the said Block including the building comprised in 'the Said Property', and that the Party No. 1 is competent to transfer the building unit and the proportionate sub-lease-hold rights attributable to the building comprised in 'the Said Property' respectively to the Party No. 2.
- (ii) That the Party No.2 can enjoy all such lease-hold rights which the Party No. 1 possesses over the land attributable to the building; and that the lease in favour of the Party No. 1 shall expire on 01-09-2038 and the sub-lease-hold rights of the Party No. 2 shall expire on 30-06-2038 Party No.1, the Lessee, shall make all possible efforts to get its own lease renewed or extended by the GOMP (Lessor) on

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(12)

- such terms as the Government may agree and in that event, the benefit of extension of the lease shall also be available to the **Party No. 2**. If **Party No. 1** is unwilling or unable to apply for such renewal or extension for any reason whatsoever, the **Party No. 2** shall have the right to apply for obtaining such renewal in respect of the said property acquired by him.
- (iii) That the said property is free from all encumbrances, and the **Party No. 2** hereafter, upon payment of the proportionate lease rent and all taxes, levies, cesses and duties imposed by the Governments or Local bodies or any authority shall be entitled to quietly enter the said Building, occupy and possess the same, exercise his proportionate sub-lease-holder's rights over the land attributable to the building, subject to condition of lease, ownership, right, title, interest and entitlement over the building and put it to commercial uses, sell, gift, mortgage, lease and/or transfer the same, or the peaceful occupancy and use thereof for all lawful commercial purposes as **Party No. 2** wishes, without the objection or interference from the **Party No. 1**, or any person claiming through them.

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(13)

- (iv) That the **Party No. 2** shall be entitled to use and avail the roads, facilities for water supply, transmission of electricity and such other infra-structure facilities constructed/provided by the **Party No.1** as required and are necessary for the common enjoyment of the said property by the **Party No. 2** and, upon payment of the costs, expenses and charges fixed by the Government, local bodies or the maintenance body, the **Party No. 2** shall be entitled to the common use thereof, in the same manner that all other purchasers of other buildings are entitled to.
- (v) That the **Party No. 2** shall put signage of specified size at no other place than the location specified by the **Party No. 1**. any violation of this condition party No. 2 agrees that party No.1 can remove such signage.
- (vi) That all taxes, cesses and other legal charges on the said property till the registration of this deed are on the **Party No. 1** account and thereafter shall be on the **Party No. 2's** account.
- (vii) That the **Party No. 2** shall be entitled to avail the common facilities/ services and parking facility as per the rules, regulations and conditions laid down by the **Party No. 1**;

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- (viii) That party no.2 has obtained the possession from party no.1 on the day of execution of this deed.
- (6) THE PARTY NO. 2 COVENANTS WITH THE PARTY NO. 1:
- (i) That he has examined and satisfied himself with the ownership, title, right and capacity of the Party No. 1 over The Said Property.
- (ii) That the Party No. 2 shall pay his proportionate share of sublease rent as is attributable to this Unit to Party No.1 as reserved hereinabove.
- (iii) That, the Party No.2 shall not make any excavation on the land adjacent to the building or make any civil construction on such land or the terrace of the building, or remove any stone, sand, gravel, clay or earth and shall not make any addition or alteration to the building.
- (iv) That, the Party No. 2 shall maintain the demarcation of the site of the said property in order.

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(15)

- (v) That the Party No. 2 further agrees to pay all rates, taxes, assessments, dues, duties, cesses and charges that may be imposed or levied in respect of the said "PODDAR PLAZA", New Siyaganj, Indore by the Association of the Unit Owner's or Condominium, State / Central Govt., Municipal Corporation, Electricity Board or any other authority now on.
- (vi) That in addition to the aforesaid sale consideration the Party No. 2 hereby expressly agrees to pay other charges and adhere to the conditions as under:
- [a] That the Party No. 2 agrees to pay a sum of Rs. 2,62,000/- (Rupees Two Lac Sixty Two thousands only) for a three phase electricity connection as under:

S.No.	RTGS/NEFT	Date	Bank name & Branch	Amount (Rs.)
1	NEFT	26-03-2013	Axis Bank, Indore	2,62,000/-
Total Rs.				2,62,000/-

The party No. 2 further agrees that in case if this cost goes up on demand by the party No.1 he/she shall pay immediately.

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(16)

[b] That the Party No. 2 agrees to pay a sum of Rs.1,32,660/- (Rupees One Lac Thirty Two Thousand Six Hundred Sixty only towards security deposit towards external maintenance of the campus as under:

S.No.	RTGS/NEFT	Date	Bank name & Branch	Amount (Rs.)
1	NEFT	26-03-2013	Axis Bank, Indore	1,32,660/-
Total Rs.				1,32,660/-

The entire maintenance with in unit shall be carried out by the party No. 2 at its own cost, the party No. 1 shall not be responsible in any way for this purpose,

Over and above the said deposit, the Party No. 2 shall also pay a sum of Rs. 44,220/- (Rs. Forty Four Thousand Two Hundred Twenty Two only) per annum as annual maintenance charges at the rate of Rs. 3685/- per month, in advance to the party No.1, as under towards the annual external maintenance charges. The same shall be enhanced every two years @ 15% (Fifteen Percent).

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S.No.	RTGS/NEFT	Date	Bank name & Branch	Amount (Rs.)
1	NEFT	26-03-2013	Axis Bank, Indore	44,220/-
Total Rs.				44,220/-

Out of the above security deposit of **Rs. 1,32,660/-** (Rupees One Lac Thirty Two Thousand Six Hundred Sixty only) the **Party No. 1** shall deduct any unpaid annual external maintenance charges due but not paid or any other charges due from the **Party No. 2** till the date of handing over the maintenance to the Association/Society and shall transfer the balance amount of the deposit to the Association/Society on such date when the maintenance of the "**PODDAR PLAZA**", New Siyaganj, Indore is handed over to the said Association/Society. The **Party No. 2** shall make good any shortfall in the deposit of **Rs. 1,32,660/-** (Rupees One Lac Thirty Two Thousand Six Hundred Sixty only) to the **Party No. 1** towards dues against the maintenance charges or any other dues) to the Association / Society. The **Party No. 2** further agrees that once the "**PODDAR PLAZA**", New Siyaganj, Indore Units are handed-over to the Association / Society/ and /or any

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body corporate, and /or party No.1 and /or any other person to whom the external maintenance is assigned the **Party No. 2** agrees to pay such revised maintenance charges as decided by the Association / Society and /or any body corporate, and /or party No.1 and /or any other person so formed, on demand enabling them to continue to maintain the services.

[c] The **Party No. 2** agrees that the external maintenance of the **PODDAR PLAZA** will be the sole responsibility of **Party No. 1** only for the period until all the Units in the said "**PODDAR PLAZA**" are built & sold by **Party No. 1**. During such period, the **Party No. 2** shall neither form a separate / parallel body for maintenance nor shall the **Party No. 2** associate themselves by becoming members for availing services of any such body if formed by anyone. Any such body if formed by any one will be treated as unauthorized and will have no legal authority for carrying out or interfering with the external maintenance of any part of the "**PODDAR PLAZA**"; New Siyaganj, Indore.

[d] The **Party No. 2** understands that though **Party No. 1** is maintaining the said premises for the period as specified in clause 6(v)[b] above, to the best of their ability, and as construction can not

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remain brand new for ever and every item provided will go through natural wear and tear, whenever the unit owners Association/ Condominium/Society and /or any body corporate, and /or party No.1 and /or any other person takes over the maintenance from **Party No. 1**, then **Party No. 1** will hand-over the maintenance to such a Unit owners Association / Condominium / Society and/or company on "as is where is basis". The **Party No. 2**, therefore, agrees that they will never demand individually or collectively with other Unit owners to renew, repaint, re-install, refinish the construction, facilities, amenities and machineries etc. The **Party No. 2** agrees that the same shall be delivered by **Party No. 1** to the Unit owner Association/ Condominium on "as is where is basis" only and the **Party No. 2** or their successors will not raise any objection for the same.

(e) The party No.,2 agrees that he shall not park her / his customer's vehicle/s at any other place in the campus other then the open parking space infront of its own unit No. 1 & 2 of Block No. C-2 .

(f) The Party No. 2 agrees that it shall not store/ and/ or keep its goods either on Otla and or in open parking space.

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- (g) The Party No. 2 agrees that it shall not create any type of obstacle for movement in the campus by obstructing from her Otila and/ or open parking space.
- (h) That Party No. 2 shall not make any unauthorized constructions beyond the construction already made and as mentioned in the schedule 1. Party No. 2 is also not entitled or make any addition/ alteration or change the colour scheme of the exterior walls and shall not cover any space on tarace by any means.
- (i) The Party No. 2 agrees that conditions laid down in para above a to h shall adhere strictly, any contravention shall entail immediate withdrawal of the facilities enjoyed by party No. 2 without any notice.
- (vii) That, for any subsequent Transfer effected by the Party No. 2 the Party No. 2 or its successor in interest shall be bound to furnish a copy of deed for such subsequent transfer duly executed to HTL (Party No.1) for its record within 3 days of such execution for onward submission to the State of MP i.e., original Lessor. Non-compliance shall attract violation of lease conditions of the State of MP.
- (viii) That the Party No. 2 shall abide by all the terms and conditions of GOMP, Municipal Corporation and/or other local bodies as mentioned hereinabove and imposed from time to time.

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- (ix) That, the **Party No. 2** shall not do any act or thing which may disturb the peace and peaceful functioning of any other owner or occupant of other premises or in violation of the rules and regulations of the Maintenance body; or in a way which will create any nuisance or obstruction to any other person.
- (x) That, the **Party No. 2** shall use the property only for commercial purposes and shall not use the same for storing any contraband, explosives or prohibited articles or for any unlawful purposes or for preparation of food products for running a restaurant / coffee shop / tea stall / pan shop / fast food / non-veg food shop / liquor shop or any activity of such nature.
- (xi) That the sublease granted to him / her shall be deemed to expire on 30-06-2038 and in the event of the **Party No. 1** not making the application for renewal or extension of its lease, he / she shall apply and secure the renewal or extension of his / her sub-leasehold rights; and pay the lease charges as applicable to the proportionate area of the land attributable to his/her unit.
7. That it is further agreed between the parties hereto that none of the services provided by **Party No.1** in the "PODDAR PLAZA", New Siyaganj, Indore are free of cost/charge. Besides the cost of the Unit and the aforesaid charges, the **Party No. 2** expressly agrees to pay

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all such fee / charges and/or monthly charges for all such facilities provided or to be provided by **Party No.1**, therein. The **Party No. 2** hereby further agrees that the decision of **Party No.1** with regard to the fixing of such charges for all the facilities / amenities shall be binding on the **Party No. 2**. The **Party No. 2** also agrees to pay on demand to **Party No.1**, the amount/charges for any additional services / facilities if any provided by **Party No.1** in future.

8. That the **Party No. 2** shall bear all the charges / corporation duty / panchayat duty / registration fee / stamp duties for registration of The Said Property and to pay as and when demanded by **Party No. 1** the expenses of stamp duty, corporation duty, panchayat duty, registration fees and all other incidental / legal expenses or any other expenses in connection with the Sale Deed and / or preparation / execution of any other document in respect of transfer of rights, title and interest of the said property towards the legal / Incidental charges for execution and registration of this transfer deed of the Said Property.
9. That the **Party No. 2** will not raise any objection to the development activity carried on by **Party No. 1** even after **Party No.2** has taken possession of the said property and he/she will further give h s/her full co-operation to **Party No.1**.

Contd.....23

FOR HOPETEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats,  
Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 036043

(23)

10. The **Party No.1** shall always have the exclusive right of putting/ regulating hoardings, advertisement space, signage's etc. in the compound or on the places not transferred herein and such rights will remain with the **Party No.1**.
11. That the **Party No.1** reserves the right to allot / sell the Kiosks/Canopy, etc. to any prospective purchasers / allottees, at whatever terms and prices **Party No.1** may deem fit. The **Party No. 2** shall not raise any objections to such sale(s) / allotment.
12. That the **Party No. 2** shall inform the **Parties No. 1** by letter duly delivered about any change in his / her address other than the one mentioned in this Deed. All demand notices and letters posted at the first registered address will be deemed to have been delivered at the time when those should ordinarily reach such address and the **Party No. 2** shall be responsible for any default in payment and other consequences that might arise there from.

Contd.....24

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A 036044

(24)

13. That Party No. 2 hereby agrees to pay his proportionate share towards the cost, charges, expenses, municipal corporation taxes to Indore Municipal Corporation/ PHE / IDA, diversion tax to Collectorate or any other Government / Semi Government body when ever and however it is levied. However, the dues / charges mentioned above if any with respect to above Unit prior to the date of execution date of this deed shall be paid by the **Party No.1**.
14. That the **Party No.2** hereby agrees that they will obtain "**No Dues Certificate**" from **Party No.1** before sale/transfer of the property to a third party. In case of failure, the said transfer will be treated as null & void and in case of transfer of the said property to the third party, the said third party shall be bound by all the terms and conditions of this Deed.
15. That the Indore (M.P.) courts alone shall have the jurisdiction in matters arising out / touching and / or concerning this transaction.

Contd-25

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Proprietor.





मध्य प्रदेश MADHYA PRADESH

(25)

A 036045

IN WITNESS WHEREOF WE THE PARTY No. 1 and PARTY No. 2,  
HAVE HERE UNTO SET AND Subscribed OUR HANDS ON  
THIS 25<sup>th</sup> DAY OF March 2013.

SIGNATURE

Party No.1

For Hope Textiles Ltd.  
**FOR HOPE TEXTILES LTD.**

(Kantilal Bam)

**AUTHORISED REPRESENTATIVE**

Party No.2

For Pratap Technocrats,

(Devinder Singh Shekhawat)

WITNESS :

1. Signature

Name : Rameshchand S/o Late Shri Birdichandji Lathi  
Address : 1098 Sudama Nagar, Indore (M.P.)

2.

Signature

Name

Address

Rin 452006

Drafted By Me as per given  
informations from Executant

Arvind K. Sharma  
Advocate

Office : 50/2, Moti Tabela, opp. Registrar  
Office, Indore (M.P.)

Ph: (O) 2368430, 3291329 (R) 2798778, 4266826  
MOBILE.NO. 98272- 68333, 9301368430,  
Fax-0731-2368430



## THE SCHEDULE – 1 ABOVE REFERRED TO

All that pieces and parcel of land falling under the said **unit no.1 & 2** in **block no. C-2** situated at **poddar plaza, NEW SIYAGANJ** htl unit no.2 vip route no.1, kachhi mohalla, indore ~~admeasuring~~ having total built up area 7302.00 sq.ft. i.e., 678.36 sq. mtrs. alongwith the building constituting of built up area in following respective FLOORS INCLUDING an ota at ground level, mumpree and machine room of lift at terrace level as stand constructed for the said unit :

i. Basement	::	136.94	(Sq.Mtrs.)	1474.00	(Sq.Ft.)
ii. Ground Floor	::	136.94	(Sq.Mtrs.)	1474.00	(Sq.Ft.)
iii. Mazzanine Floor::		103.12	(Sq.Mtrs.)	1110.00	(Sq.Ft.)
iv. First Floor	::	150.68	(Sq.Mtrs.)	1622.00	(Sq.Ft.)
v. Second Floor	::	150.68	(Sq.Mtrs.)	1622.00	(Sq.Ft.)
Total		<b>678.36</b>	<b>(Sq.Mtrs.)</b>	<b>7302.00</b>	<b>(Sq.Ft.)</b>

And which is bounded as follows :

Towards North :: Open Service lane

Towards South :: Open parking and access C

Towards East :: Block No. C-1

Towards West :: Unit No 3 of Block No. C- 2

Hereinafter called the Said Property delineated in Red Colour in plan annexed herewith as **Annexure-A.**

SIGNATURE

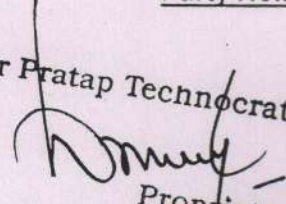
Party No.1

For: Hope Textiles Ltd.  
**FOR HOPE TEXTILES LTD.**

  
(Kantilal Bam)  
**AUTHORISED REPRESENTATIVE**  
Authorised Representative

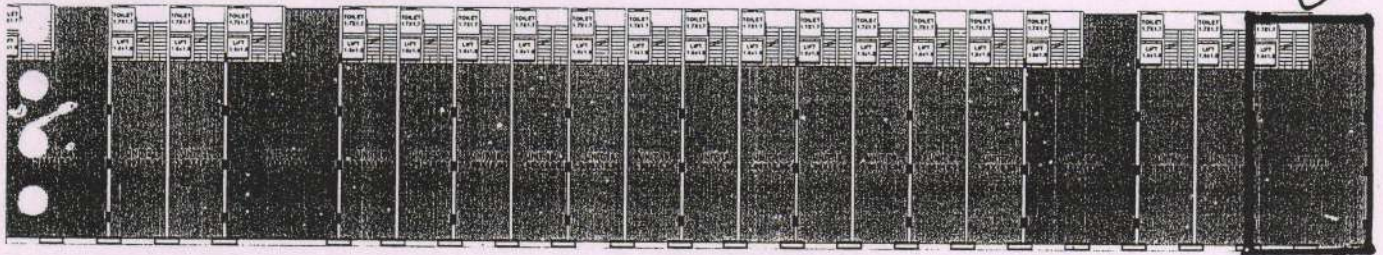
Party No.2

For Pratap Technocrats,

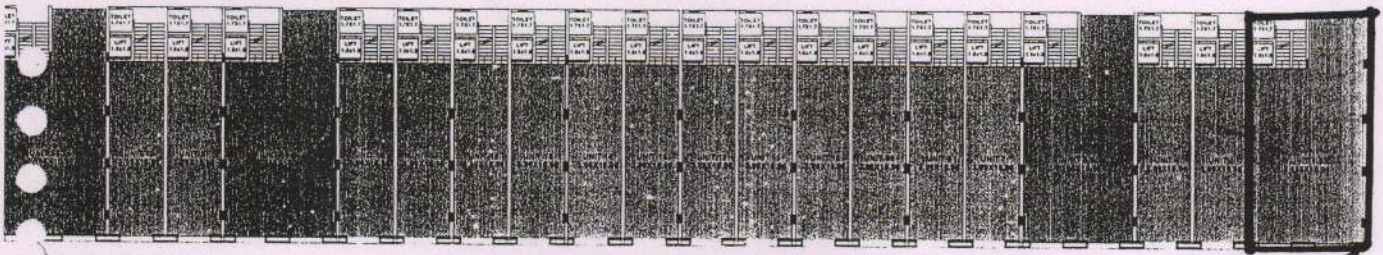
  
Proprietor  
(Devinder Singh Shekhawat)



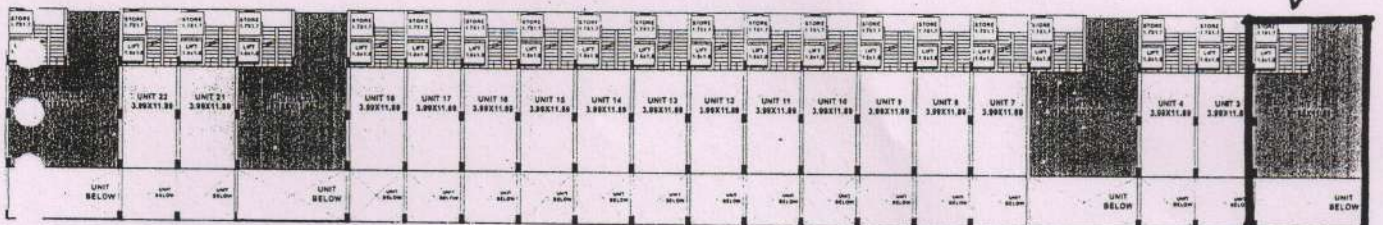
# ANNEXURE - A



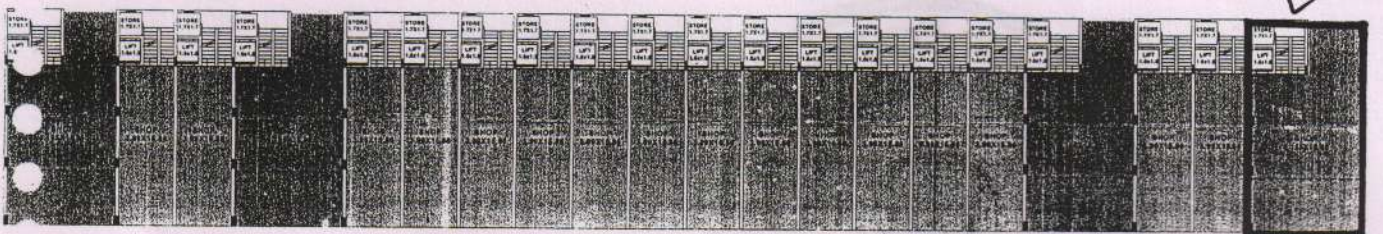
Second Floor



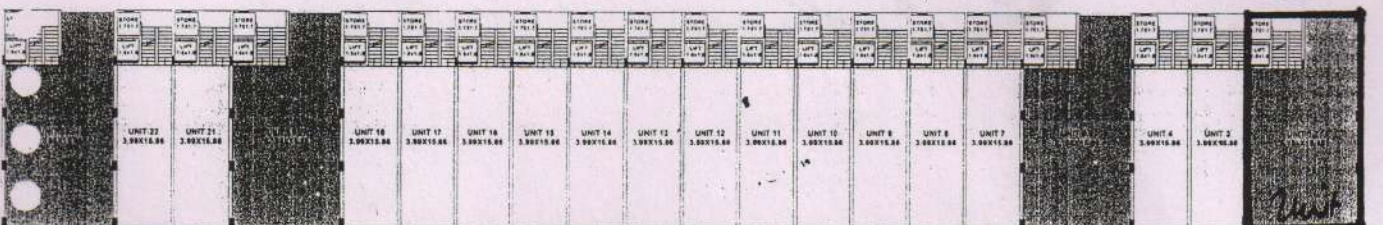
First Floor



Mezzanine Floor

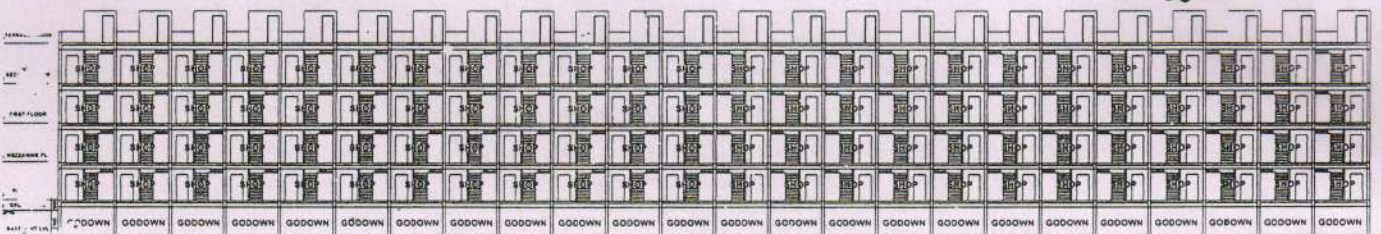


Ground Floor



Basement

201  
Unit under this  
Transfer Deed





Copy of Prime Minister's Office Order No. 3248/F dated the 2nd September 1939 received under the Offg. Home Secretary's endorsement No. 1201/C.I. dated 2-9-1939.

....

On submission of the Home Minister's Note No. 1127/C.I. dated the 20th August 1939 with the opinion of the Cabinet thereon, His Highness the Maharaja has graciously been pleased to order that :-

- (i) the property at Indore known as the State Mills consisting of the Buildings, machinery etc. be sold to the Firm of Mandlaj Bhandari & Sons for a sum of Rs. 5,00,000/- (Rupees five lakhs);
- (ii) the land the area of which is about 22 acres, on which the aforesaid property stands, be given on lease to the said Firm for a period of 99 years, to be used for the purpose for which it has been used upto now at an annual rental of Rs. 6,000/- (Rupees six thousand); and
- (iii) the said Firm may be allowed to pay the price by annual instalments of Rs. 50,000/- (Rupees fifty-thousand) each, the first instalment being payable on 1st October 1939 and the subsequent instalments on the same date in each year, subject to the condition that the unpaid balance shall bear interest at the rate of 3 per cent per annum.

His Highness has further been pleased to order that the Firm of Mandlaj Bhandari & Sons will not have the right to alienate in any way their interest in the aforesaid property until they have paid the amount of Rupees five lakhs with interest to Government.

.....

Office of the Commissioner of  
Customs, Commerce & Industry.

IMMEDIATE

2491/...  
/cm



Government of Madhya Pradesh  
Survey and Settlement Department

ORDER

Bhopal, dated 14th November.

No.1952/2466/VIII/67. Holkar State Prime Minister's Sicee Order No.3248/F of the 2nd September 1939, hereinafter call the Sicee Order and with a view to giving impetus to the establishment of the new industries in the state, is modified to the following extent.

The lessee, Nandlal Bhandari and Sons, is permitted, and from this day, to a sublease such portion of the 22 acre of land, covered by the aforesaid Sicee order, which is not required by it for the purpose of its mills subject to the following terms and conditions :

- (a) Every agreement of sublease shall be duly executed between the lessee Nandlal Bhandari & Sons on the one part and the such sub-lease on the other part and a copy of the sublease duly executed shall be forwarded to the Government within 10 days of the execution of the deed.
- (b) The sublease shall not be assigned any rights which the lessee has not been granted under the above sicee order.
- (c) The rights of sublease shall not under any circumstances, exceed those possessed by the lessee Nandlal Bhandari & Sons.
- (d) The sublease shall be strictly for industrial purpose and for no other purpose.
- (e) Contravention of any of the terms & conditions by subleasees or lessee shall entitle the Government to forfeit the lease as well as the sublease with respect to the land covered by the sublease. In the result of such forfeiture, the Government will be entitled to immediate possession of the land with respect to which sublease has been granted.
- (f) The sublease shall be subject to the above-conditions (a) to (e) and these shall be incorporated in all the deed of sublease/subleases executed by the lessor Nandlal Bhandari & Sons.

By order and in the name of the  
Governor of Madhya Pradesh.

(LU Sarjo)  
Secretary to Government of M.P.  
Survey & Settlement Department.

No.1953/2466/VIII/67, Bhopal dated 14th November 1967.

- Copy forwarded for information and necessary action to :
1. The Settlement Commissioner, MP Gwalior
  2. The Commissioner, Indore, Division, Indore
  3. The Collector, District Indore, Indore
  4. Secretary to Govt. C & I, Bhopal
  5. M/s Nandlal Bhandari Millu, Indore.

FOR HOPE TEXTILES LTD.

For Pratap Technocrats, Sd/-



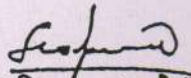
मध्यप्रदेश शासन, राजस्व विभाग  
सत्रालय

भोपाल, दिनांक २ मई, 1998

::: 5 आ दे श :::

क्रमांक एफ 1-1/सात-9/95, राज्य सरकार के सर्वे एचंडसेटलमेंट विभाग के आदेश क्रमांक 1952/2466/VI/67 दिनांक 14/11/1967 के द्वारा होल्कर राज्य के सिक्का आदेश क्रमांक 3248/एफ दिनांक 2/9/39 को उपांतरित (Modified) किया गया था, जिसके द्वारा तत्कालीन पट्टेदार श्री नन्देलाल भंडारी एंड संत को लीज पर दी गई 22 एकड़ भूमि को उप पट्टे पर देने की कतिपय शर्तों पर मंजूरी दी गई थी, जिसमें शर्त क्रमांक 1डी में यह शर्त थी कि प्रश्नाधीन भूमि केवल "Industrial" औद्योगिक प्रयोजन के लिए उप पट्टे पर दी जावेगी, किसी अन्य प्रयोजन के लिए नहीं। इस शर्त को राज्य सरकार ने संशोधित करने का निर्णय लिया है। चूंकि उक्त प्रश्नाधीन खसरा क्रमांक 282/2 कस्बा इन्दौर स्थित भूमि की आवात एवं पर्यावरण विभाग के आदेश क्रमांक 16-54-89-32 दिनांक 27/11/96 के द्वारा इन्दौर विकास योजना, 1991 में भूमि उपयोग "वाणिज्यिक" किया जा चुका है, जिसका प्रकाशन मप्र राजपत्र दिनांक 29/11/96 के भाग-1 पृष्ठ 1880 पर प्रकाशित किया गया है, अतएव ऊपर वर्णित सर्वे एंड सेटलमेंट विभाग के आदेश दिनांक 14/11/67 की शर्त क्रमांक 1डी में शब्द "Industrial" औद्योगिक के स्थान पर शब्द "Commercial" वाणिज्यिक प्रतिस्थापित किया जाता है।

मध्यप्रदेश के राज्यपाल के नाम से  
तथा आदेशानुसार,

  
स्टीफन खलखो

उप सचिव

मप्र शासन, राजस्व विभाग

भोपाल, दिनांक 2 मई, 1998

पुं० एफ 1-1/सात-9/95

प्रतिलिपि :-

- 1/ प्रमुख सचिव, मप्र शासन, वाणिज्य एवं उद्योग विभाग
- 2/ सचिव, मप्र शासन, आवात एवं पर्यावरण विभाग

FOR HOPE TEXTILES LTD.

--2--

For Pratap Technocrats.



- 3/ आयुक्त भू-अभिलेख एवं बन्दोबस्त, म०५० ग्वालियर \*
- 4/ आयुक्त, इंदौर संभाग इंदौर .
- 5/ कलेक्टर जिला इंदौर .
- 6/ तहसील प्राधिकारी, नगर भूमि तोमा इंदौर को ओर सूचनार्थ एवं बालनार्थ \*
- 7/ संप्रदाय संचालक, नगर एवं ग्रामीण नियोजन, इंदौर \*
- 8/ कार्यालयन अधिकारी, विकास प्राधिकरण, इंदौर \*
- 9/ महाप्रबंधक जिला उद्योग केन्द्र, इंदौर \*
- 10/ आयुक्त, नगर निगम, इंदौर \*
- 11/ स्टेट बैंक ऑफ इंदौर, 5 यशवंत निवास रोड, इंदौर .
- 12/ म०५० स्टेट इन्स्ट्रुमेंट डेवलपमेंट कारपोरेशन, जो कल आक्सि, 122, अरविन्दो प्लेस, होस खात, 4 नई दिल्ली-110016 .
- 13/ 1. मेसर्स होप टेक्स्टाइल्स लिमिटेड, 9 स्मैलताईज इंदौर को ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अपेक्षित ।

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

उप सचिव

म०५० शासन, राजस्व विभाग

For Pratap Technocrats,

Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 036046

FIRST PART : Hope Textiles Ltd.  
Regd. Office at 1, Snehlataganj, Indore,  
through Shri Kantilal Bam, Executive director

SECOND PART : M/s. Pratap Technocrats  
through proprietor  
Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
Address : B-21 Shakti Bhawan Shivaji Godara Colony  
Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats,

Proprietor.





मध्य प्रदेश MADHYA PRADESH

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मध्य प्रदेश MADHYA PRADESH

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SECOND PART : M/s. Pratap Technocrats  
through proprietor  
Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
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Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

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Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 036049

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through Shri Kantilal Bam, Executive director

SECOND PART : M/s. Pratap Technocrats  
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Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
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Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORIZED REPRESENTATIVE

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Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 036050

FIRST PART : Hope Textiles Ltd.  
Regd. Office at 1, Snehlaganj, Indore,  
through Shri Kantilal Bam, Executive director

SECOND PART : M/s. Pratap Technocrats  
through proprietor  
Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
Address : B-21 Shakti Bhawan Shivaji Godara Colony,  
Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats,

Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 798442

FIRST PART : Hope Textiles Ltd.  
Regd. Office at 1, Snehlataganj, Indore,  
through Shri Kantilal Bam, Executive director

SECOND PART : M/s. Pratap Technocrats  
through proprietor  
Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
Address : B-21 Shakti Bhawan Shivaji Godara Colony,  
Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats.

Proprietor.





मध्य प्रदेश MADHYA PRADESH

A 798444

FIRST PART

:

Hope Textiles Ltd.

Regd. Office at 1, Snehlataganj, Indore,

through Shri Kantilal Bam, Executive director

SECOND PART

:

M/s. Pratap Technocrats

through proprietor

Shri Devinder Singh S/o Shri Pratap Singh Shekhawat

Address : B-21 Shakti Bhawan Shivaji Godara Colony,  
Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats,

Proprietor.





मध्य प्रदेश, MADHYA PRADESH

A 798445

FIRST PART

: Hope Textiles Ltd.  
Regd. Office at 1, Snehlatajanj, Indore,  
through Shri Kantilal Bam, Executive director

SECOND PART

: M/s. Pratap Technocrats  
through proprietor  
Shri Devinder Singh S/o Shri Pratap Singh Shekhawat  
Address : B-21 Shakti Bhawan Shivaji Godara Colony,  
Jhotwara, Jaipur.

FOR HOPE TEXTILES LTD.

AUTHORISED REPRESENTATIVE

For Pratap Technocrats,  
Proprietor.



31849

26 MAR 1946

प्रथम



28-3-13

कलित कुमार लहजा  
स्टाम्प केन्डर  
जिला कोर्ट मन्डलण्ड, इन्दौर  
(PH) 9302101916



आज ता. .... मास .... सन् 20

को पुस्तक क्र. ....

ग्रन्थ 771 के 27 पृष्ठ

27-13 पर क्रमांक 3665-

देकर पंजीबद्ध किया गया।

उप-पंजीयक  
उप-जिला, इन्दौर-1

कुल शुल्क 128145 - 00  
पंजीयन शुल्क 25 - 00  
पंजीयन शुल्क 128170 - 00

उप-पंजीयक  
उप-जिला, इन्दौर-1