



म. प्र. औद्योगिक केन्द्र विकास निगम (इन्दौर) लि.,

१३, ओल्ड पत्तासिया, इन्दौर

क्रमांक ६६ /ओकेविनि/इन्का/१६/३१९५
प्रति,

दिनांक : १५.३.९६

श्री एम. के. दयाल, संचालक

मेसर्स- हीम टेक्नोफोज लि.,

१७१ उधा नगर एपस्टेशन, इन्दौर

विषय :- पट्टेदारी अधिकारों को अभि-हस्तांकित करने की अनुमति देने के संबंध में।

१. उपरोक्त विषय में आपने पत्र दिनांक १.३.९६ द्वारा पट्टेदारी अधिकारों को अभि-हस्तांकित करने की सहमति मांगी है।

२. आपके द्वारा दिनांक २९.१०.९४ को निष्पादित अभिलेख के खण्ड क्रमांक १५-ए, के प्रावधानों के अनुसार औद्योगिक क्षेत्र पीथमपुर में आवंटित भूखंड क्रमांक २६४/२६८ अंतर्गत २६८ ए, १३७६०

वर्गमीटर है कि भूमि पर आपके पट्टेदारी अधिकारों को भारतीय औद्योगिक विकास बैंक, नई दिल्ली,

के पक्ष में अभि-हस्तांकित करने की अनुमति एतद द्वारा की जाती है।

३. इस निगम के दायित्व का भार सर्वोपरि होगा।

४. पट्टेदारी इकाई द्वारा भारतीय औद्योगिक विकास बैंक, नई दिल्ली,

के बीच सम्बंधित किसी अनुबन्ध की शर्तों के तहत बसूली की कार्यवाही करने के पूर्व सम्बन्धित को कम से कम तीन माह का नोटिस इस निगम को देना अनिवार्य होगा।


संचालक

म. प्र. औद्योगिक/पट्टेदारी संचालक
इन्दौर

प्रतिकृति—

ए. जी. एम. वु लीगल वु भारतीय औद्योगिक विकास बैंक, भारतीय की
रेड क्रॉस भवन, १२५ क्रॉस रोड, नई दिल्ली
और उनके पत्र क्रमांक ६६/६५-सिम्पल/९६-१३०६२ दिनांक १५.३.९६ के संदर्भ में

मेसर्स हीम टेक्नोफोज लि., पीथमपुर,

द्वारा निष्पादित मूल डोक क्रमांक ९८६२५/२ के नाम बुकिशियस स्टाम्प एवं दिनांक १.११.९४

को पंजीकृत पृष्ठ क्रमांक से १ से ३९ तक संलग्न भेजी जा रही है। कृपया पावती भेजने का कष्ट करें।

संलग्न-उपरोक्तानुसार

सहायक
म. प्र. औद्योगिक/पट्टेदारी संचालक लि.,
इन्दौर

5000Rs.



LEASE DEED FOR LAND IN THE INDUSTRIAL GROWTH CENTRE NO. I, PITHAM-

Tehsil Dhar district Dhar, Madhya Pradesh

This deed is made the 20th day of October One thousand Nine hundred Ninety four between the Governor of Madhya Pradesh, acting through the Managing Director, M.P. Audit & Accounts Kendra Vikas Nigam (Indore) Limited Indore (hereinafter called the lessor which expression shall where the context so admits include his successor in office of the one part and M/s. HIM TENSIL FORGE LTD. in tehsil Dhar of District Dhar acting through Shri N.K. DALAL Director S/o Shri Genda Lal Dalal registered office at Baddi Bai Road, Baddi Distt. SOLAN (H.P.) (hereinafter called the 'Lessee' which expression shall, where the context so admits, include its successors and permitted assigns of the other part.)

Where as upon the request of the lessee, the lessor has agreed to grant to the lessee subject to the terms and conditions hereinafter specified, a lease of the piece of a land in the Indus-

For Him Tensil Forge Ltd,
Dalal
 A.L.D.

S. K. V. N.
 Managing Director,
 M. P. A. K. V. N. (I) LTD.
 INDORE

5000Rs.



2.

trial Growth Centre at No.1, Pithampur, comprising of an area measuring approximately 13760 sq.meters or there about situated in the village Pithampur of Tehsil Dhar of the Dhar district (M.P) More particularly described in Schedule 'A' here to annexed and thereon coloured in red (hereinafter referred to the said land) for a term of Ninety Nine years commencing from 29.10.1994 and ending on 28.10.2093 for the purpose of construction and establishing thereon a factory for the manufacture of Closed die Forgings for Automotive and Engineering Applications and purpose ancillary thereto (hereinafter referred to as the said business).

And whereas the lessee has agreed to take the lease on the said terms and conditions.

For Him

S. S. Sharma

Mr. S. S. Sharma
 B. P. S. & Co. Ltd.
 Indore



3.

Now therefore this deed witnesseth and it is here by agreed and declared as follows:

1. In consideration of the premium and rent (for land) herein reserved and covenants on the part of the lease herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land/ building to hold the same for the purpose of Closed die Forgings for Automotive and Engineering Applications for a period of 99 years commencing on the date of which the possession of said land/premises is handed over to the lessee.

1. (A) The lessee hereby agrees to take possession of the land leased to him within thirty days from the date of execution of the lease deed and he further agrees to take possession of the land in the condition as it exists on that date.

2. The lessee having paid to the lessor for said land the advance lease rent and premium of Rs. 6,67,620/- (Rupees Six lacs sixty seven six hundred twenty) only as pre-prescribed under Rule

For M

Blalaf

S. K. S. S. S.
 Director,
 M. P. C. S. M. (C) LTD.
 MUMBAI

22
28-10-96

26
28-10-96

परम पत्र लिखने का प्रमाण

उपा जी



Per Him Tekno Forge Ltd

[Signature]

Authorized Signatory

इसके लिए लिखा गया / पालन / धर्मिकी
निष्पत्ति का प्रमाण
दिनांक 11 NOV 1994
दिनांक 11 NOV 1994

9 RR&UTM उप-निदेशक, पत्र

2 *[Signature]*

परम पत्र लिखने का प्रमाण
इसके लिए लिखा गया / पालन / धर्मिकी
निष्पत्ति का प्रमाण
दिनांक 1 NOV 1994
दिनांक 1 NOV 1994
उपा जी



4.

10 of the Madhya Pradesh Industries (Allotment of sheds, plots and land) Rules, 1974 (hereinafter referred to as the said Rules) shall deposit for the said land three years rent Rs. 48,849/- (Rupees Forty eight thousand eight hundred forty nine) only as security amount before the execution of this deed.

Thereafter, during the term of the lease the lessee shall pay to the lessor Annual Ground Rent of Rs. 16,283/- (Sixteen thousand two hundred eighty three) only and annual development fund for maintenance of industrial area Rs. 16,283/- (Sixteen thousand two hundred eighty three) only and such other sums as may be determined in accordance with Clause 3 hereunder on or before 10th day of January of each year in the office of the Managing Director, M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd., Indore or such place or places as the said Managing Director from time to time may direct.

2. (A) The charges of development and maintenance of Industrial Area and street light charges are subject to revision from time to time and the lessee hereby agrees to pay the revised charges

For His

Blalaf

Sikhand
 Managing Director,
 M. P. A. K. V. I. (I) LTD.
 INDORE

5000Rs.



so fixed by the lessor from time to time.

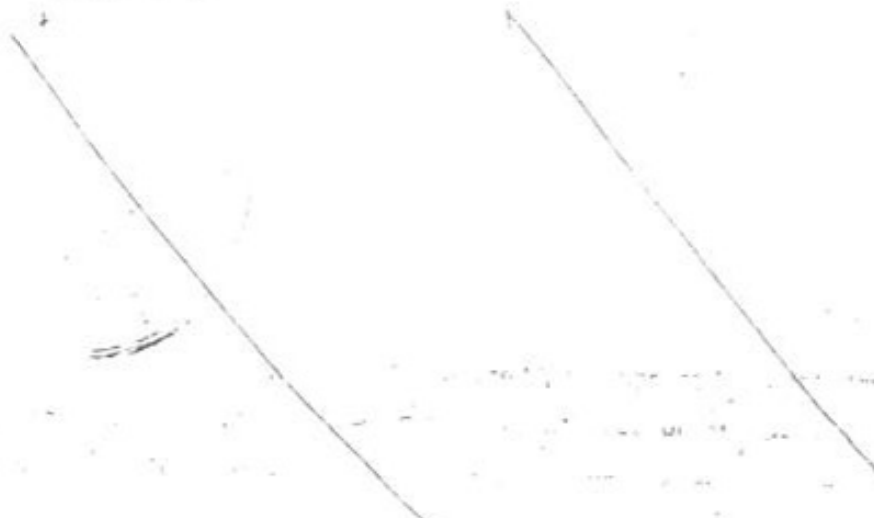
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Siddhant

For Him...

Bledal

...
...LTD.



5000Rs.



6.

3. If the yearly rent of the land/premises and annual development fund for maintenance of Industrial Area or any part thereof is not paid within one month after the date prescribed by the Managing Director, AKVN, the same will have to be deposited with interest @ 18% per annum for the first one year 12 months of such default and @ 24% per annum for the remaining period thereafter.

4. The ground rent of Rs. 16,283/- per annum shall be liable to be increased on the expiry of 20 years from the date of execution of this deed and also at subsequent intervals of 10 years, provided that the increase on each occasion may not exceed one quarter of the rent fixed for the proceeding 10 years.

For India

Blalaf

S. K. S. S. S.
M. P. A. S. S. (I) LTD.
B. D. D. D. D.

5000Rs.



8.

8. The lessee further agrees that if he is unable to utilize the complete land leased out to him within the period prescribed in clause 6 or 7 the lessors shall have the right of re-entry in the surplus unutilised land without payment of any sort of compensation after giving due opportunity for representing his case and providing satisfactory reasons for not utilising the remaining land within the prescribed period.

9. The lessee shall submit to the lessor or any officer authorised by him in writing from time to time, the plans and specifications for the said construction and the construction shall be in accordance with the plans and specifications as may be approved by the lessor.

10. The lessee shall use the said premises, land and building structures and works erected or constructed thereon only for the purpose of the said business of manufacturing Closed die Forgings for Automotive and Engineering Application and other allied products as mentioned in project report/provisional registration and for construction of offices, administrative building,

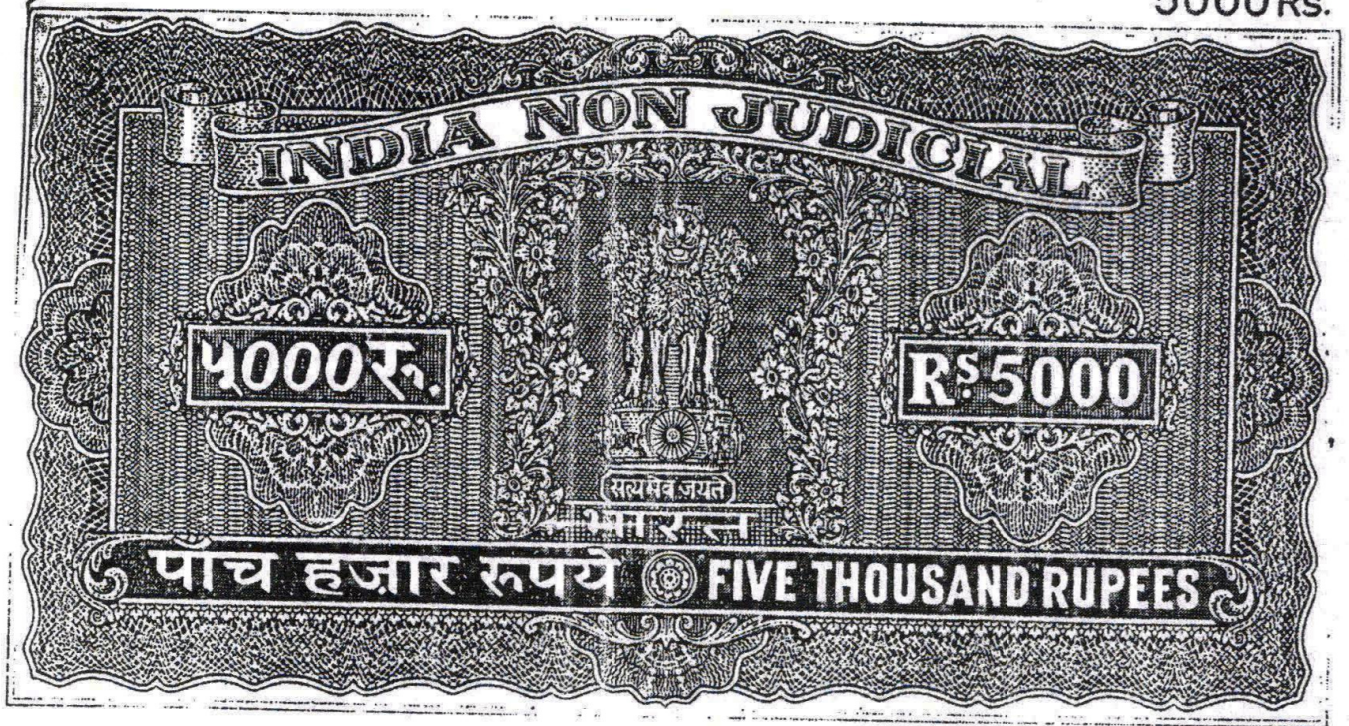
For H.L. ... Ltd,

Blalaf

Siegeon

Managing Director,
M. P. ... LTD,

5000Rs.



9.

godowns and shall not use the same or any other part thereof or permit it or any other part thereof to be used for any other purpose without the previous permission in writing from the lessor.

10..A. The lessee shall not sink well/tube well without the written permission of the lessor or any other officer authorised by him. The permission will be subject to such terms and conditions as the lessor may deem fit and it will be binding on lessee.

11. The lessee shall, at his own expenses forthwith erect and at all times maintain, repair and keep in good condition all boundary marks and pillars alongwith the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

S. K. Sharma

For Hire

Blalaf

M. P. A. & V. (C) LTD.
M. P. A. & V. (C) LTD.

5000Rs.



10.

12. The lessee shall keep the said premises, land and building erected thereon in a condition fit for habitation and at his own expenses the effluent treatment systems as prescribed by the M.P. Pollution Control Board or the local authority concerned.

13. The lessee shall not make any permanent and temporary additions or alterations whatsoever in the said premises without obtaining the prior consent in writing of the Managing Director MPAKVN (Indore)Ltd. The decision of the Managing Director MPAKVN (Indore) Ltd., with regard what constitutes additions or alterations, shall be final and binding on the lessee. The lessee may prefer an appeal against the said order of the M.D.MPAKVN (Indore) Ltd., to the chairman MPAKVN, who shall decide the appeal after giving both parties right of being heard.

14. For M.P. Pollution Control Board

[Handwritten signature]

For M.P. Pollution Control Board Ltd.

[Handwritten signature]
Authorized Signatory



15. The lessee shall not sublet assign or otherwise transfer or part with possession to others of the said premises/land or any part thereof or any building constructed thereon for any purpose whatsoever, (except as provided in clause 15 (A) 19 of the said rule)

15 (A) It is clarified that where the mortgage is intended to be created in favour of PFIS or MPAVN OR MPFC the permission will be automatic and the lessee will not require any permission from the lessor. If the PFIS or MPAVN or MPFC are required to sub-let or otherwise transfer the properties of the lessee, they will not require any permission of the lessor but will inform the lessor of their intention to do so before and after the actual subletting or transfer has taken place. On getting such information, the lessor, as the case may be, will take such steps and make such amendments in the name of the lessee etc. as may be required, so that the transferee gets the same rights as the original lessee. However, in any sub-letting or transfer, the PFIS, MPAVN and MPFC will take care to ensure that the due or over dues of AKVN'S on the lessee, are paid.

For Him Tahan ... Ltd.

[Signature]

Auth. ...

[Signature]

Managing Director
M. P. A. N. V. N. (I) LTD.
INDIAN



12.

16. The lessee shall not change the constitution of ownership of the unit without the written prior permission of the Allotting Authority. If due to the change in the constitution the share of the original allottee is reduced to less than 50% of total share capital then it will be deemed to be taken that unit has been transferred to some other hand and accordingly the consequent of transfer shall follow and the lessor shall be free to deal with the case accordingly.

17. The lessee shall plant at least fifty trees per hectare of land allotted to him at his own cost and shall be responsible to maintain them. The lessee shall not be entitled to recover any expenses on this account. Failure to comply with this condition shall be deemed as a breach of the condition of allotment of the said premises and can be dealt with accordingly.

18. The lessee shall not carry on any offensive trade or business on the said land/ premises. The decision of the Allotting Authority with regard to what is offensive trade or business shall be final and binding on the lessee.

For Him...

Chief

S. S. S.

10/10/10

5000Rs.



13.

19. While using the said land/premises, if the lessee causes any harm or injury to any person or employees he shall be liable to such person(s) as per law.

20. For Building

21. For Building

22. The lessee shall comply with all Acts, Rules and regulations in force from time to time in respect of the working of M/s. Him Tekno Forge Ltd.

23. The lessee shall continuously run, during the period of lease, the factory for which the land/premises is allotted. Closure of the factory for a continuous period exceeding six months without proper reasons to the satisfaction of the Allotting Authority shall be considered as a breach of this condition.

24. The lessee shall during the said term keep the said land/premises in reasonably good condition and carry out immediately all necessary repairs as and when necessity arises.

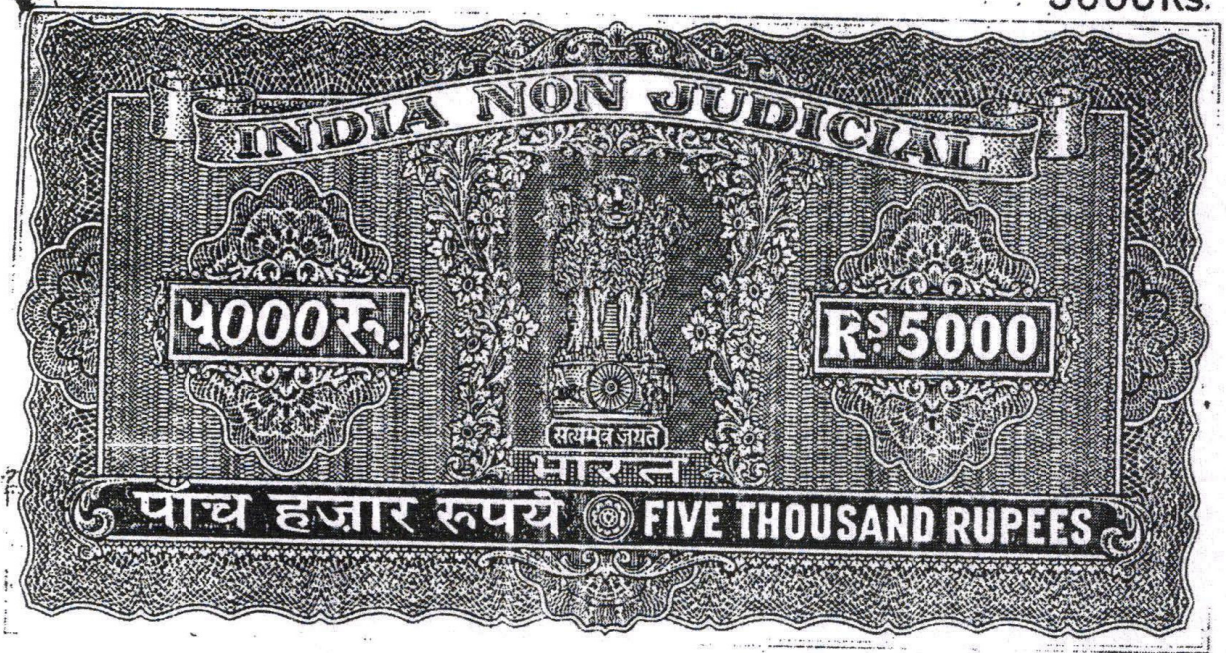
25. (For Building)

For Him Tekno

Blat

S. K. Sharma
Sd/-
M. P. D.

5000Rs.



14.

26. If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for six calendar months in the case of land and two months in the case of premises next after the date whereon the same shall have become due, whether the same shall have been lawfully demanded or not or if the lessee becomes insolvent and/or goes into liquidation voluntarily or otherwise or if there be any attachment of the said premises or part thereof or there is a breach or non-observance by the lessee of any of the conditions and covenants herein contained and the lessee fails to remedy the breach within sixty days of the notice in writing given by the lessor or becomes insolvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have been terminated and the lessor may, notwithstanding the waiver of any previous cause, have right of re-entry and without prejudice to any right or remedy of the lessor, for recovery of rent remaining due under the lease, enter upon the said land/premises and repossess the same as if this demise had not been made.

For Him ~~Force~~ Force Ltd.

B. Lal
ABDUL K. QURESHI

S. G. K. K.

1000Rs.



15.

27. On the expiry of the lease period or termination of lease due to breach of the conditions of the lease deed or surrender of land after the execution of lease deed, the lessor shall have the right of re-entry over the land/premises. On such re-entry, the lessor may refund to the lessee the premium/cost of acquisition paid by the lessee at the time the land was allotted/leased out to the lease in the following manner:

i. Full premium if surrender of allotted/leased land occurs in respect of Small Scale Industry and large and Medium Industry within one year and three years respectively.

ii. 10% less, if surrender of allotted/ leased out land occurs after one year but within two years, and after three years but within four years in respect of Small Scale Industry, and Large and Medium Industry respectively.

For Him

Bleef
Authorized Signatory

Sikandar
Mr. P. A. & Co. (I) LTD.
11/11/11

100Rs.



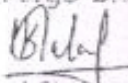
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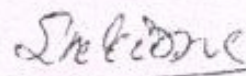
iii. 20% less if surrender of allotted/leased out land occurs after two years but within three years and after four years but within five years in respect of Small Scale Industry and large/Medium Industry respectively.

iv. No refund of premium shall be made to the unit not falling under category (i), ^{and (ii)} (ii) above. If the land/premises are mortgaged with any Bank or Financial Institution under consent of the MPAKVN or its nominee officer, the amount shall be payable to such Bank or financial Institution towards satisfaction of the dues.

28. On termination/surrender of lease, the lessee shall be given an opportunity to transfer or otherwise dispose off the building, plants and machinery and any other construction on the said premises ^{within} within the period of 3 months in the manner acceptable to the lessor. After the said 3 months period the lessor shall have the full right on all the property left over and is free to dispose it off accordingly. In case the said leased

For Hindalco Forge Ltd.


Anil K. Singh


M. P. A. K. V. N. (I) LTD.
M.P.A.K.V.N.



17.

property is mortgaged with any bank or Financial Institution, the said Bank or the Financial Institution shall have the right to recover its dues by sale of the lease hold rights over the land and property and the purchaser thereof shall become lessee of the lessor subject to revision of rent upto 100% and shall have to operate a fresh lease deed with the lessor on fresh terms and conditions then prevailing.

29. (FOR BUILDING)

30. The lessor may at his discretion, if the lessee shall have duly paid the rent hereby reserved and observed and performed the conditions herein contained at the request and cost of lessee, renew the lease for a further period of FIVE years. Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions therein contained as shall be applicable and such other conditions which may be prevailing then and as may be thought necessary by the lessor.

31. Lessee may surrender the leased area in part or whole by giving to the lessor, THREE calendar months notice in writing of his intention to do so.

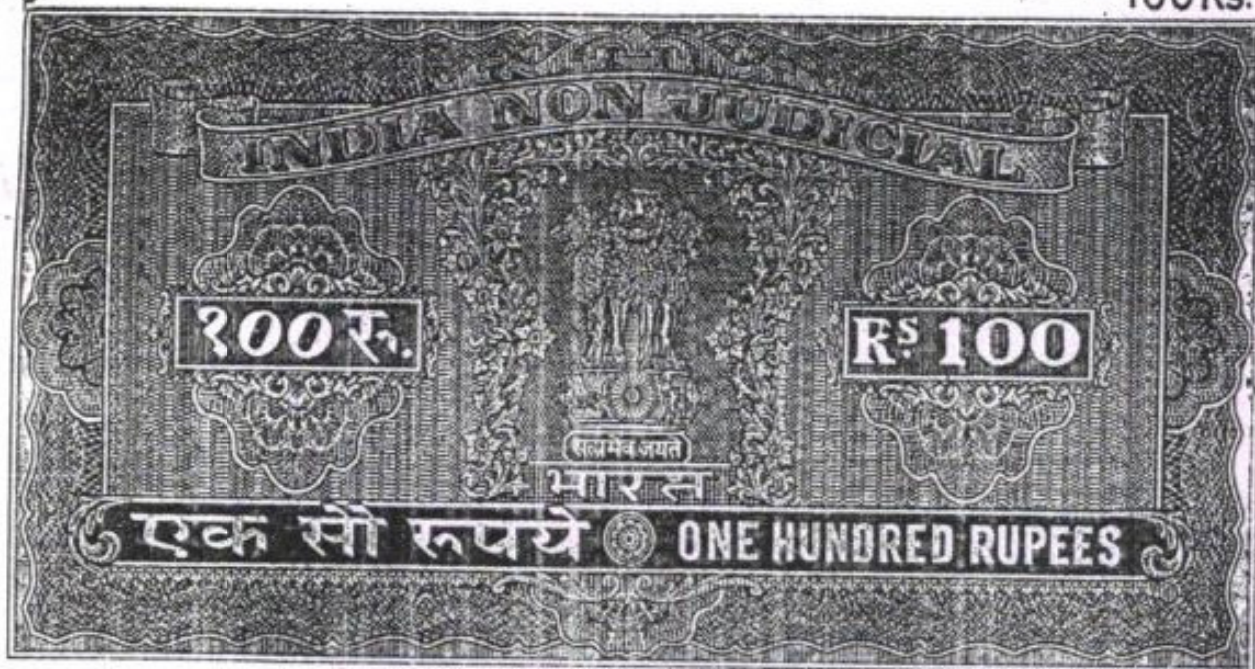
For Him

Director
 M. P. A. S. S. (I) LTD.

Authorized Signatory

S. K. S. S.

Managing Director:
 M. P. A. S. S. (I) LTD.
 Indore



18.

32. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee, subject to such relaxations as may be approved by the lessor in this behalf.

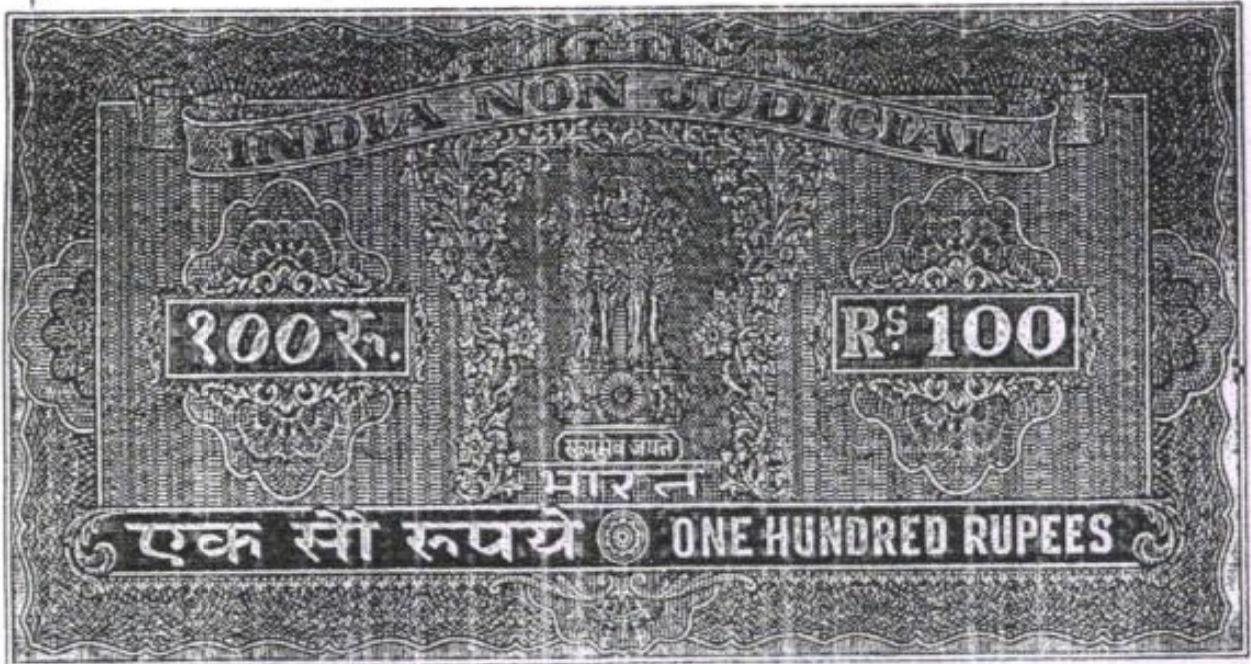
33. It is FURTHER DECLARED THAT THE lessee shall deposit a sum of Rs. 48,849/- (RUPEES Forty eight thousand eight hundred forty nine only) as security in pursuance of clause 2 of this lease deed for the due payment of the rent and observance and performance by him of the several conditions herein contained, which shall carry no interest.

34. Upon breach or non-observance by lessee of any of the terms and conditions herein contained it shall be lawful for the lessor to forfeit the security deposit with interest in case of default incurred to in clause 33 above, without prejudice to any other right or remedy of the lessor available to it in that behalf/and to resume the possession of the said land/premises.

For Him Tolkno Forge Ltd,

Bhalal
Authorized Signatory

S. K. S. S. S.
Director;
M. P. & S. V. S. (I) LTD,
MUMBAI



19.

35. The security deposit unless forfeited as aforesaid and after deducting all such sums as may be due to and payable by the lessor under these presents, shall be refundable to the lessee after determination of the lease by afflux of time or otherwise.

36. The lessee may file a representation if he is aggrieved by an order of the Alloting Authority as under:

A representation may be filed before:

the Managing Director, M.P. Aardhyogik Vikas Nigam Limited, Bhopal or any other Officer authorised by the State Government in the Department of Commerce and Industry Department against an original order of the Managing Director M.P. Aardhyogik Kendra Vikas Nigam (Indore) Ltd. However, such a representation shall be made

within (Thirty) days of the receipt of an original order.

The representation can be accepted after 30 days if good cause is shown for not filling the same within 30 days.

For Him: *[Signature]* Ltd.

Author: *[Signature]*

[Signature]

Author:

Ltd.

37. The lessee shall provide regular employment to one (No) persons belonging to those families who have been disposed from their land due to its acquisition for the Pithampur I, Growth Centre within one year of its going into production. The list of persons entitled for consideration under this clause will be as provided by the District Collector.

38. The Managing Director MPAKVN (Indore) Ltd., or any other officer to whom the powers of allotment have been delegated will also be competent to terminate the lease on behalf of the lessor.

39. All sums recoverable under this deed may be recovered as arrears of land revenue.

40. THE development works in the Industrial Area will be done by the lessee according to its programme of work and completed as early as possible depending on availability of funds but non-

For Him Tolma Exports Ltd.

[Signature]
Authorized Signatory

[Signature]

Managing Director;
M. P. A. K. V. N. (I) LTD.
INDORE

execution or non completion of any work or non-supply of any facility shall not entitle the lessee to withhold or raise objection to the payment of rent, street light or maintenance charges or any other amount due and payable to the lessor or to claim any type of damages alleged to have arisen out of such delay.

41. In the event of any dispute arising out between the parties in respect of the deed or any other matter whatsoever connected therewith the courts situated at Indore shall have the sole jurisdiction.

For Hirni Tekno Forge Ltd.

Balal
Authorized Director

M. P. A. E. V. N.

Managing Director;
M. P. A. E. V. N. (I) LTD,
INDORE

SCHEDULE

Name of Village : Pithampur
 Name of Tehsil : Pithampur
 Name of District : Dhar
 Name of Industrial area : No.I, Pithampur
 Plot No. : 264 to 26B & 26B -A
 Size : 13760 Sq.mtrs.

Surrounded by:

24 M Wide road on the East
 A.K.V.N. Land on the North
 A.K.V.N. Land on the West.
 24 M Wide Road on the south.

Above details shown in the annexed plan.

In witness where of the parties here to have signed this deed on the date and year respectively mentioned against their signatures.

Witnesses:

1. S.K. Saxena
Md. AUNH

2. SURESH BORADE
M.P.A.K.V.N. INDORE

1. _____

 2. RR Surana
RAVINDRA SURANA
680 USHA NAGAR EXT
JNDORE - 452009

S.K. Saxena

M. P. A. K. V. N. Ltd.
Signature of Managing Director

M.P. Audhyogik Kendra Vikas Nigam (Indore) Limited on behalf of the Governor of Madhya Pradesh.

Date: 29.10.1994

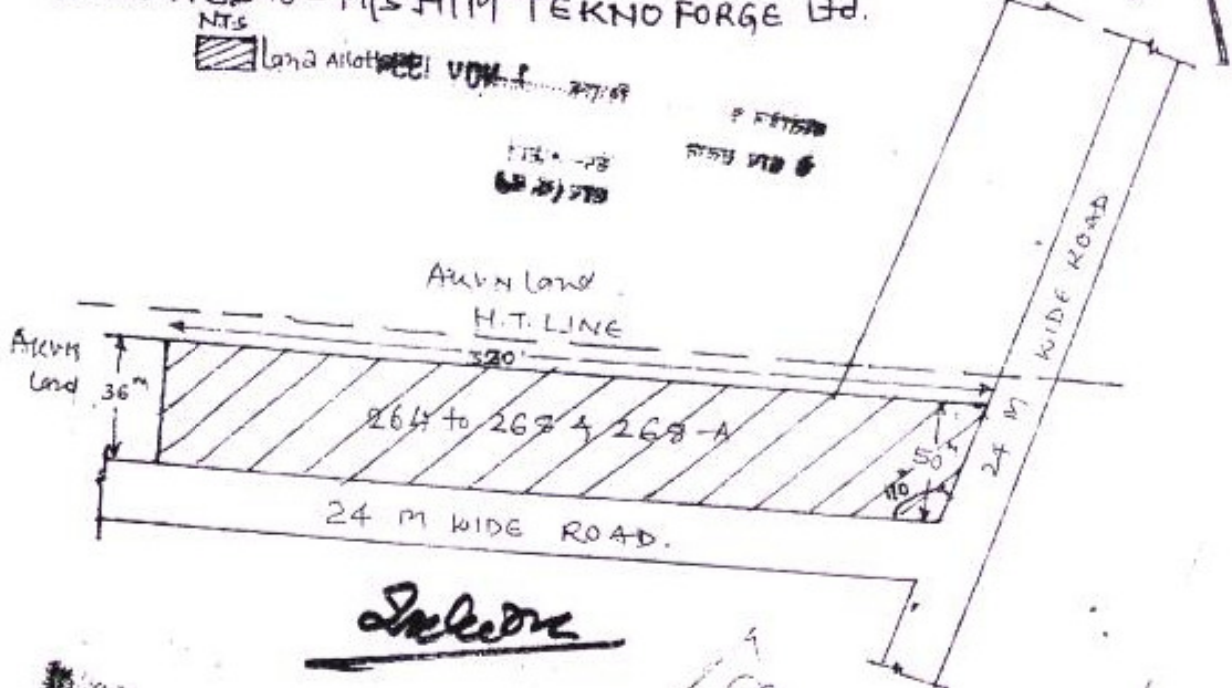
Signature of behalf of For Him Tekna Ltd.

Bledf
Date:

LEASE BY ME

S.K. Saxena

PART LAYOUT PLAN OF INDUSTRIAL AREA NO I PITHAMPUR
 PLOT NO- 264 to 268 & 268A
 PLOT AREA - 13,760 Sq mts.
 ALLOTTED TO - M/s HIM TEKNO FORGE LTD.



5000Rs.



4879904

This document is a non-judicial stamp
 No. 1252374
 Date 28-12-2020
 35/-
 71200/-
 26822 = 30 + 2 = 20



For Him Tekno Forge Ltd.

Blalaf
 Authorised Signatory

[Signature]
 हस्ताक्षर
 एम्प्लॉयर्स, एम्प्लॉयर्स

२९६६ ३९२०३

११११९८

महान
म.प्र.स.स.की ओ.स.स.
५८



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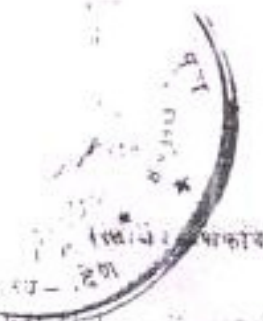
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