



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

AMIT TRIVEDI
Designation: *Amit*
Stock Holding Corporation Ltd.
15/63, Krishna Tower, Ground Floor
Civil Lines, Kanpur-208001

Certificate No.

: IN-UP020053795241910

Certificate Issued Date

: 18-May-2016 12:56 PM

Account Reference

: SHCIL (FI)/ upshcil01/ KANPUR/ UP-KNP

Unique Doc. Reference

: SUBIN-UPUPSHCIL01023929755086160

Purchased by

: MS BALAJI AGRILAND PVT LTD

Description of Document

: Article 63 Transfer of Lease

Property Description

: PREMISES NO.361, HARRISGANJ CANTT, KANPUR
NAGAR, ADMEASURING 12804.33/SQ MTR

Consideration Price (Rs.)

: 4,25,00,000
(Four Crore Twenty Five Lakh only)

First Party

: HEMANTPAT SINGHANIA AND OTHERS

Second Party

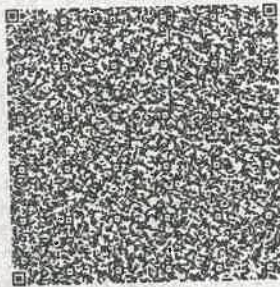
: MS BALAJI AGRILAND PVT LTD

Stamp Duty Paid By

: MS BALAJI AGRILAND PVT LTD

Stamp Duty Amount(Rs.)

: 21,25,000
(Twenty One Lakh Twenty Five Thousand only)



Please write or type below this line



For BALAJI AGRILAND PVT. LTD.

DIRECTOR

XM 0002948265

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.



(2)



OFFICE OF SUB REGISTRAR, ZONE-I, KANPUR NAGAR

1. OFFICE NAME : SUB REGISTRAR, ZONE-1 KANPUR NAGAR
2. Date of Presentation : 18th May, 2016
3. Date of Execution : 18th May, 2016
4. Name of Presenter : HEMANTPAT SINGHANIA, adult son of Late Radha Kishan Singhania, Resident of "Radha Kunj", 84/43 Kalpi Road, Kanpur Nagar.
5. Nature of Document : TRANSFER/ ASSIGNMENT DEED
6. Sale Consideration : Rs.4,25,00,000/-
7. 1% towards T.D.S. : Rs.4,25,000/-
8. Name of Transferors :1) Mr. Hemantpat Singhania, adult son of Late Radha Kishan Singhania, Resident of "Radha Kunj"; 84/43, Kalpi Road Kanpur Nagar. SELF
AND ON BEHALF OF
2) Mr. Bharat Hari Singhania S/o Late Lala Laxmipat Singhania, R/o Link House, 3, Bahadur Shah Zafar Marg, New Delhi -110002 as head of family of Late Lala Lakshmpat Singhania,

For BALAJI AGRILAND PVT. LTD.




DIRECTOR *

(3)

- 3) Mr. Yadupati Singhania S/o Late Dr. Gaur Hari Singhania R/o Ganga Kuti, Cantt, Kanpur, as head of family of Late Lala Padampat Singhania
- 4) Dr. Vijaypat Singhania S/o Late Lala Kailashpat Singhania R/o 59-A, Bhulabhai Desai Road, Mumbai, as head of family of Late Lala Kailashpat Singhania,

9. Name of Transferee

: M/s. Balaji Agriland Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its Regd. Office at C-7 Panki Industrial Area, Site-I, Kanpur Nagar, through its authorised signatory Mr. Harsh Kumar Agarwal, duly authorized by the company, vide Board of Directors meeting dated 24-02-2016.

Pan No.: AAECB2003K

DESCRIPTION OF PROPERTY:

1. Place : Harrisganj, Kanpur Nagar.
2. Survey Number : 668/429
3. House No./Premise No. : 361, Harrisganj, Cantt, Kanpur Nagar.
4. Area of Land : 12804.33 Sq. Mtr.
5. Covered Area R.B.C. : 7777.13 Sq.Mtr.
6. Nature of Use : Residential
7. Nature of Construction : R.B.C. (Second Class)

For BALAJI AGRILAND PVT. LTD.






DIRECTOR

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8. No of Stories : Ground Plus Five (approx. 70Ft. height)
9. Old age of Construction : More than 70 years old
10. Width of Road : 36.59 Mtr. (120 Ft.) Wide Road
11. Boundaries of the Premises:-
- | | | |
|-------|---|---|
| NORTH | : | Premises No.360, Harrisganj, Kanpur |
| SOUTH | : | Premises No.362 & 363, Harrisganj, Kanpur |
| EAST | : | 36.59 Mtr. (120 Ft.) Wide Road |
| WEST | : | Railway Yard |

DETAILS OF STAMP DUTY PAID:

- | | | |
|--|---|---|
| 1. Circle rate of RBC Construction (Second class). | : | Rs.11,000/- |
| 2. Value of RBC Construction (Second Class) | : | Rs.8,55,48,430/- |
| 3. Depreciated value of Construction | : | Rs.3,42,19,372/- |
| 4. Sale consideration | : | Rs.4,25,00,000/- |
| 5. Stamp Duty payable @ 5% | : | Rs.21,25,000/- |
| 6. Total Stamp Duty paid | : | Rs.21,25,000/- |
| 7. Whether situated on two side Road or facing to park | : | The sold property is neither situated on two side Roads nor facing to park. |

Note: The Stamp duty paid Rs.21,25,000/- (Twenty One Lakh Twenty Five Thousand only) over this Transfer/Assignment deed has been deposited through e-Stamp Certificate No.IN-UP020053795241910 issued dated 18-May-2016 at 12.56 PM issued from SHCIL(FI)/upshcil01/KANPUR/UP-KNP.

For BALAJI AGRILAND PVT. LTD.

[Signature]

[Signature]
DIRECTOR



(5)

This Indenture, for assignment of Leasehold rights and sale of Superstructure is executed on this 18th day of May, 2016 at Kanpur, Uttar Pradesh

BY

Mr. Hemantpat Singhania S/o Late Radha Kishan Singhania resident of Radha Kunj, 84/43, Kalpi Road, Kanpur for self and as authorised signatory through declarations dated 09-02-2016, 15-02-2016 and 24-02-2016/20-04-2016 respectively for

AND ON BEHALF OF

- 1) Mr. Bharat Hari Singhania S/o Late Lala Laxmipat Singhania, R/o Link House, 3, Bahadur Shah Zafar Marg, New Delhi -110002, as head of family of Late Lala Lakshmipat Singhania,
- 2) Mr. Yadupati Singhania S/o Late Dr. Gaur Hari Singhania R/o Ganga Kuti, Cantt, Kanpur, as head of family of Late Lala Padampat Singhania
- 3) Dr. Vijaypat Singhania S/o Late Lala Kailashpat Singhania R/o 59-A, Bhulabhai Desai Road, Mumbai, as head of family of Late Lala Kailashpat Singhania,

(Hereinafter collectively referred to as the "Transferors" or "Party of the First Part", which expression shall, unless the context otherwise specifies, mean and include its successors in interest, administrators, trustees, representatives and assigns etc.), of the First Part.

IN FAVOUR OF

M/s. Balaji Agriland Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its Regd. Office at C-7 Panki Industrial Area, Site-I, Kanpur Nagar, through its Director Mr. Harsh Kumar Agarwal, duly authorized by the company, vide Board of Directors meeting dated 24-02-2016, (hereinafter referred

For BALAJI AGRILAND PVT. LTD.



DIRECTOR

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to as the "Transferee" or "Party of the Second Part", which expression shall, unless the context otherwise specifies, mean and include its successors in interest, administrators, and assigns) of the Second Part.

WHEREAS by virtue of Rules made under section 280 of the Cantonment Act, the Secretary of State for India in Council, demised perpetual leasehold rights, in respect of duly demarcated plot of land total admeasuring 10.60 Acres situated at Harrisganj, Cantonment, Kanpur, Uttar Pradesh, vide lease deed dated 14th August, 1930 to M/s Juggilal Kamlapat a partnership firm, (since dissolved), said lease deed is duly registered in Book No. I, Volume No. 679, at pages 364 to 368 at serial No. 2085 on 14th August, 1930 with the Sub Registrar, Kanpur.

AND WHEREAS then Partners of M/s Juggilal Kamlapat, (since dissolved) as per their convenience, Sub-divided the aforementioned plot of land, into Five Parts and raised the constructions over such sub-divided parts forming part of said plots. The Cantt Board, Kanpur, has allotted, separate Premises No.360, 361, 362, 363 and 364 Harris Ganj, Cantt, Kanpur - 208004, in respect of such sub-divided plots and assessed the superstructure standing over said plots.

AND WHEREAS in Premises No.361 forming part of said plot, 50% share was held by Late Shri Radha Kishan Singhania and after his death his share has been vested upon his legal heir/son Shri Hemantpat Singhania and remaining 50% share was equally owned by the ancestors of Vendor No.2, 3 and 4 namely Shri Laxmipat Singhania, Shri Padampat Singhania, and Shri Kailash Pat Singhania, after their death, all rights, title, claims etc. in respect of 50% of said premises, have been vested upon their legal heirs, represented through respective head of family, namely Shri Hari Shanker Singhania, Dr. Gaur Hari Singhania and Dr. Vijaypat Singhania.

For BALAJI AGRILAND PVT. LTD.




DIRECTOR

(7)

AND WHEREAS the ancestors of the Vendors No.2, 3, and 4 jointly owned considerable immovable properties, and for division of the joint properties owned by them, Mr. Hari Shanker Singhanian, Dr. Vijaypat Singhanian and Dr. Gaur Hari Singhanian, had shown their inclination to partition the properties, accordingly with common consensus, the matter was referred to Sole Arbitrator Justice S.N. Variava. In the said partition Premises No.361, was kept out of partition, before the Arbitral Tribunal, therefore during arbitration proceeding, all legal heirs of Laxmipat Singhanian, Padampat Singhanian and Kailashpat Singhanian, through their respective head of family i.e. Mr. Hari Shanker Singhanian, Dr. Vijaypat Singhanian and Dr. Gaur Hari Singhanian, had given their consent, in favour of Shri Hemant Pat Singhanian to deal with premises No.361, on their behalf too, and authorised him i.e. Transferor to execute proper deed of transfer in favour of prospective assignees of the lease hold rights of the said premises.

AND WHEREAS through minutes of the meeting dated 02-05-2008 and arbitration award dt. 04-08-2008, aforesaid Sole Arbitrator Justice S.N. Variava, in view of said common consensus, had authorised Shri Hemantpat Singhanian Transferor to assign, transfer the leasehold occupancy rights of said Premises No.361, Harrisganj, Cantt, Kanpur Nagar. In view of the common consensus given by the parties of the arbitration proceeding, said directions given by the Arbitrator became final and it became enforceable as a decree, as per provisions contained in section 35 and 36 of the Arbitration and Reconciliation Act, 1996, as well as amended Act, 3 of 2016.

AND WHEREAS through separate declaration dated 09-02-2016, 15-02-2016 & 24-02-2016/20-04-2016, the respective head of surviving legal heirs of remaining 50% share of the ancestors Laxmipat Singhanian, Padampat Singhanian and

For BALAJI AGRILAND PVT. LTD.



DIRECTOR

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Kailashpat Singhania, Shri Bharat Hari Singhania, Shri Yadupati Singhania, and Dr. Vijaypat Singhania have authorised Shri Hemantpat Singhania (Transferor No.1) to transfer/assign the leasehold rights of Premises No.361, Harrisganj, Cantt, Kanpur, together with existing constructions.

AND WHEREAS the transferors are not deriving adequate benefits from the Premises No.361 Harrisganj, Cantt. Kanpur - 208 004, from a number of years in the recent past. The major portion of the premises is occupied by the tenants and they are paying very negligible rent which is not even sufficient to pay the statutory taxes and meet periodic maintenance of the premises.

AND WHEREAS the transferee have approached to the Transferors of the First Part Shri Hemantpat Singhania, individual as well as authorised representative of transferors No.2, 3 and 4 and shown its willingness through its Director Mr. Anuj Kumar Agarwal to acquire the perpetual lease hold occupancy rights of plot admeasuring 12804.33 Sq.mtr. and purchase of the superstructure standing over the Premises No.361, Harrisganj, Cantt, Kanpur, admeasuring 7777.13 Sq.Mtr. more particularly shown in the Red Colour in the Map attached and described in Schedule-A of this indenture.

AND WHEREAS the Transferee of the Second part has offered to acquire leasehold rights and superstructure at the consideration of Rs.4,25,00,000/-, the offer given is reasonable, hence the same has been accepted by the Transferor, considering the nature of interest in the land.

AND WHEREAS the Cantonment Board, Kanpur, vide its letter No.CBK/AE/K-906 dated 07th November, 2015-issued by Chief Executive Officer, Cantonment Board, Kanpur, to the Lessor and copy to the Sub-Registrar, Zone No.1, Kanpur clearly acknowledged that the covenants contained in Clause 6 of the

For BALAJI AGRILAND PVT. LTD.



DIRECTOR.

(9)

indenture dated 14-08-1930 executed by Government of India, Ministry of Defence, provide vested right of the Transferor which reads as "upon every assignment, transfer or sub-lease of the Premises or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sub-lease to the Military Estate Officer setting forth the name and description of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof", which clearly confirms NOC/permission to register sub-lease deeds.

AND WHEREAS the transferee has examined and gone through indenture dated 14-08-1930 and after analyzing all pros and cons, is agree to step into the shoes of the transferor, "as is where is" basis and will adhere all terms and conditions while dealing with said premises. This deed of Transfer is executed within the ambit and scope of said indenture dated 14-08-1930.

NOW THEREFORE THIS ASSIGNMENT OF PERPETUAL LEASEHOLD RIGHTS AND SALE OF SUPERSTRUCTURE WITNESSES AS FOLLOWS :-

1. That in lieu of sale consideration of Rs.4,25,00,000/- (Rs. Four Crores Twenty Five Lacs only), the transferor of first part hereby transfer, assign the perpetual leasehold, occupancy rights of Premises No.361, Harrisganj, Cantt, Kanpur, admeasuring 12804.33 Sq.mtr. "as is where is basis". This indenture is being executed in favour of the transferee, free from all encumbrances of every sort what-so-ever, and to hold and enjoy said Premises with all rights within ambit and scope of indenture dated 14-08-1930, the subject property is morefully shown in Red Colour in the Map attached herewith and described in Schedule 'A' of this indenture.

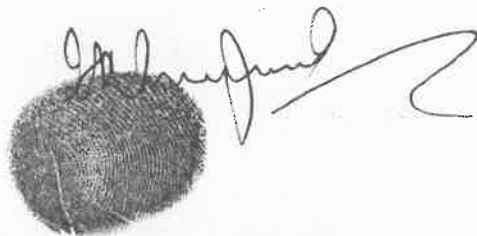
For BALAJI AGRILAND PVT. LTD.


DIRECTOR



2. That entire agreed Sale consideration of Rs.4,25,00,000/- (Rs. Four Crores Twenty Five Lacs only), has been paid by the Transferee to the Transferors by separate cheques in their favour. The receipt of which is being duly acknowledged by the transferors of first party Mr. Hemantpat Singhania for self as well as on behalf of other, more fully detailed in Schedule 'B' of this Indenture. Now nothing remained due from the Transferees to the Transferors pertaining to this transaction.
3. That having received entire sale consideration of Rs.4,25,00,000/- (Rs. Four Crores Twenty Five Lacs only), the transferors do hereby convey and assign all rights, claim absolutely to the transferee. It includes all rights of easements and appurtenances attached thereto, to hold and possess the same unto and use and enjoy the same. The transferors have transferred all their rights whatsoever in respect of subject property in favour of transferee. Since the title of the land vests with the Government of India, Ministry of Defence, therefore no title over the land of Premises No.361, Harrisganj, Cantt, Kanpur is being transferred through this indenture, only occupancy rights, and other permissible interest over the land within the ambit and scope of said indenture dated 14.08.1930 are being assigned/transferred to the Second Part.
4. That presently subject property, is in the possession of tenants, hence the transferee will be entitled to receive the rent from those tenants or to take appropriate steps for their eviction. The transferee may carry out development in the subject property after getting approval from the competent authority of the Cantt Board. The transferors shall have no concern with any subsequent activities of the Transferee in respect of said premises.

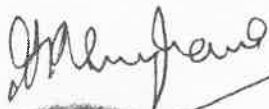
For BALAJI AGRILAND PVT. LTD.



DIRECTOR

(11)

5. That the liability for payment of house tax, water tax, upto execution of sale deed will be upon the transferors, who shall keep the Transferee, fully indemnified against all sorts of liabilities and claim whatsoever, upto the date of execution of this indenture.
6. That henceforth the liability for payment of taxes and levies pertaining to the premises w.e.f. execution of this transfer deed shall be of the transferee and all such taxes liabilities shall be discharged by the transferee, who shall keep the Transferors of the first part, fully indemnified against all sorts of liabilities and claim whatsoever, subsequent to execution of this indenture.
7. That land and trees of the subject property/(Survey) belong to Govt. of India, Ministry of Defence under the Management of Chief Executive Officer, Cantt Board, Kanpur Cantt, and is held by the first party, subject to the condition and limitations and disabilities laid down in the C.G.O. No.179 of 12-09-1936. In view of the limitations/restrictions contained in the Cantonment Law, as well as other notifications issued by the Central Government from time to time, the title of land vests with the Government of India, and it can not be transferred by transferors, only leasehold occupancy rights are being transferred through this indenture. Therefore no chargeability of the stamp duty over the land can be levied and the stamp duty over the constructions, after giving due depreciation is being paid.
8. That by virtue of this transfer/assignment deed, the second party will become entitled to get its names recorded in records of Cantonment Board, Kanpur and in the G.L.R. Register, as occupancy right holder, or other relevant records of the Cantt Authorities, Kanpur.



For BALAJI AGRILAND PVT. LTD.



DIRECTOR



9. That entire expenses for execution and Registration of this transfer cum assignment deed and or other future penalty, if any levied/imposed, shall be borne and paid by the transferee, the transferors will have no concern at all.
10. That the parties do hereby make covenant and declare that by this transfer deed, only leasehold right over the land within ambit and scope of indenture dated 14-08-1930 has been transferred.
11. That the symbolic possession of the Premises has been handed over to the transferee.

SCHEDULE - A

Premise No.361, Harrisganj, Cantt, Kanpur, admeasuring 12804.33 Sq.Mtr., bounded as below :-

NORTH : Premises No.360, Harrisganj, Kanpur
SOUTH : Premises No.362 & 363, Harrisganj, Kanpur
EAST : 36.59 Mtr. (120 Ft.) Wide Road
WEST : Railway Yard



For BALAJI AGRILAND PVT. LTD.

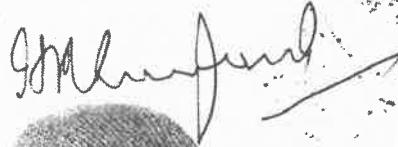

DIRECTOR

(13)

SCHEDULE - B
PAYMENT DETAILS

<u>S.No.</u>	<u>Date</u>	<u>Cheque/D.D. No.</u>	<u>Amount Rs.</u>	<u>Bank's Name</u>
1.	07-02-2015	Ch.No.024903	1,00,00,000/-	P.N.B. Mall Road, Kanpur.
2.	16-05-2016	D.D.No.954374	1,14,62,500/-	P.N.B. Mall Road, Kanpur.
3.	16-05-2016	D.D.No.954372	68,70,833/-	P.N.B. Mall Road, Kanpur.
4.	16-05-2016	D.D.No.954373	68,70,833/-	P.N.B. Mall Road, Kanpur.
5.	16-05-2016	D.D.No.954377	8,58,855/-	P.N.B. Mall Road, Kanpur.
6.	16-05-2016	D.D.No.954380	8,58,855/-	P.N.B. Mall Road, Kanpur.
7.	16-05-2016	D.D.No.954381	8,58,855/-	P.N.B. Mall Road, Kanpur.
8.	16-05-2016	D.D.No.954378	8,58,855/-	P.N.B. Mall Road, Kanpur.
9.	16-05-2016	D.D.No.954379	17,17,704/-	P.N.B. Mall Road, Kanpur.
10.	16-05-2016	D.D.No.954382	8,58,855/-	P.N.B. Mall Road, Kanpur.
11.	16-05-2016	D.D.No.954383	8,58,855/-	P.N.B. Mall Road, Kanpur.
12.	-	-	4,25,000/-	Towards T.D.S. deposit U/s 194-IA
Total =			4,25,00,000/-	

(Rupees Four Crores Twenty Five Lacs only)




For BALAJI AGRILAND PVT. LTD.



DIRECTOR

(14)

IN WITNESS WHEREOF the parties have put their respective signature on this Transfer/Assignment deed in the presence of witnesses on the date, month and year first above written.

WITNESSES:-

Photograph of Witness No.1



Sharad Pat Singhania
S/o Shri Hemantpat Singhania
R/o 84/43, Kalpi Road,
Kanpur Nagar.

TRANSFERORS

(Hemantpat Singhania)
for self and on behalf of

1. Bharat Hari Singhania
2. Yadupati Singhania
3. Vijaypat Singhania

TRANSFeree

Photograph of Witness No.2



Arun Kumar Goel
S/o Late Madan Lal Goel
R/o 14/73 (1), Civil Lines,
Kanpur Nagar.

Balaji Agriland Pvt. Ltd.
Through its Director
For BALAJI AGRILAND PVT. LTD.

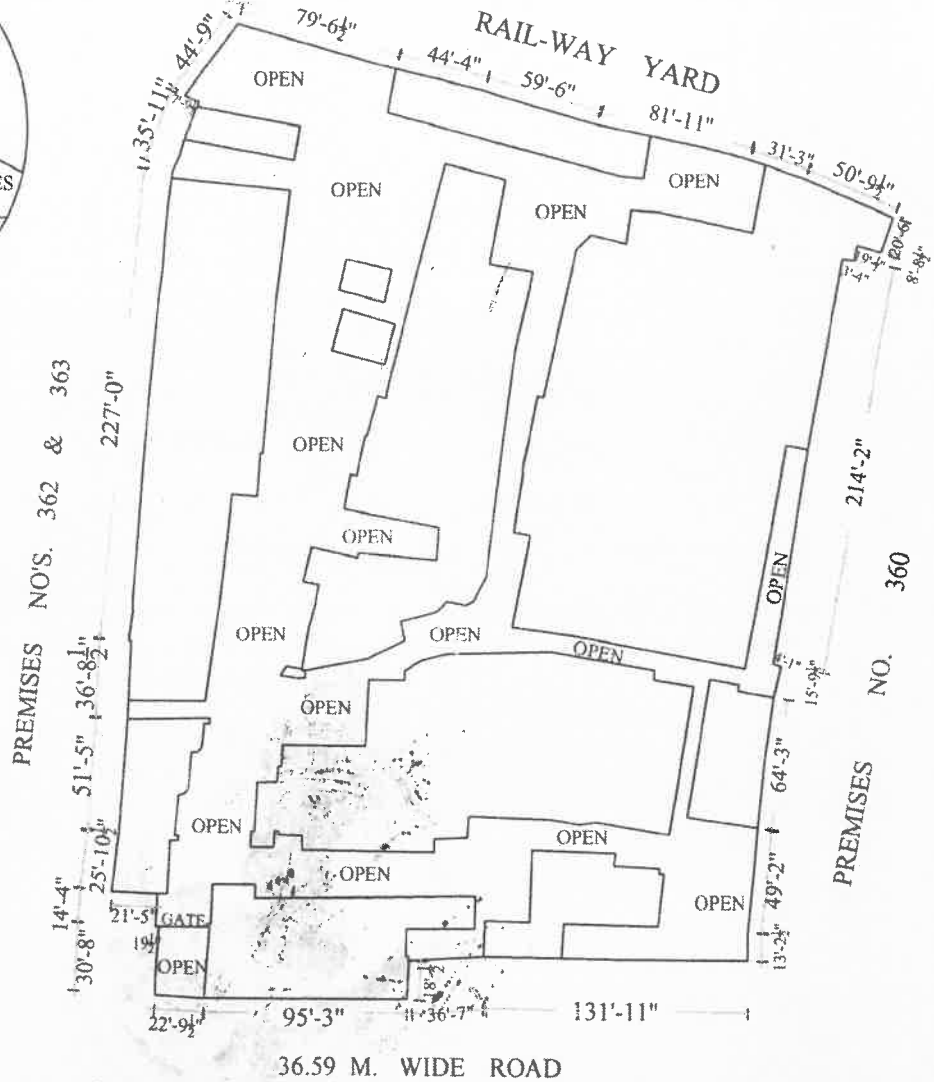
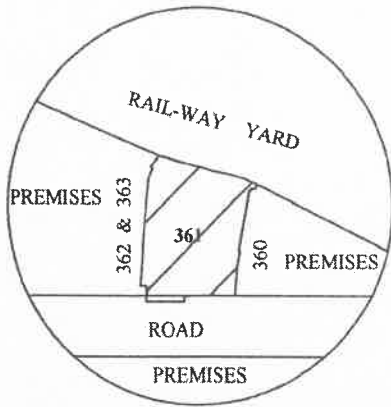
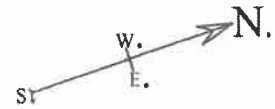
DIRECTOR
(Harsh Kumar Agarwal)

Signed and delivered by


(Sarvesh Chandra Dubey)
Advocate

MAP OF PREMISES NO. 361, SURVEY NO. 668 / 429,
HARRIS GANJ, CANTT., KANPUR NAGAR ALONG
WITH LOCATION OF 50 M. RADIUS.

AREA OF LAND : 12804.33 SQ. M.
COVD. AREA : 7777.13 SQ. M.



SELLER'S SIG.

[Handwritten Signature]

For BALAJI AGRILAND PVT. LTD.

[Handwritten Signature]

 DIRECTOR

PURCHASER'S SIG.

[Handwritten Signature]
 06-04-2016
 Anoop Kumar Gaur
 App. Draughts Man
 Sub Registrar Office Court Kanpur
 Res. 166, Shiv Kutra, Lal Bungle
 KANPUR NAGAR

आज दिनांक 18-5-16 को

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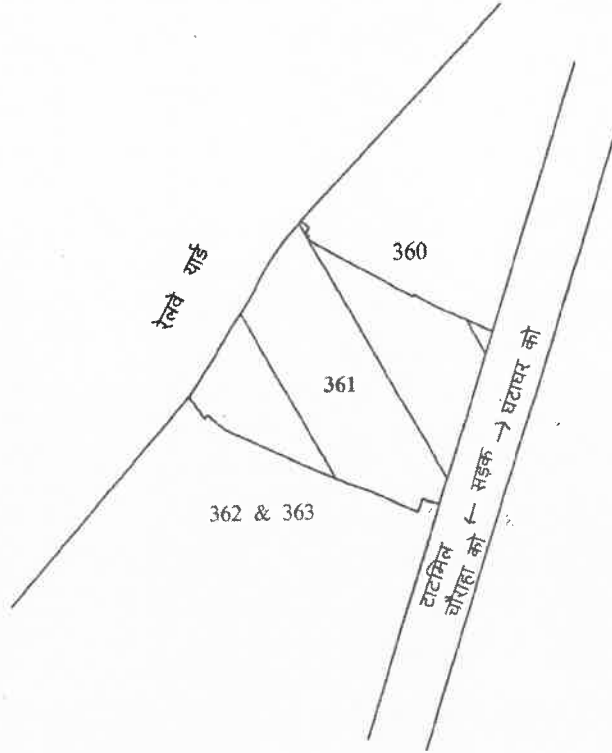
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महोदय
महोदय



अन्तरित सम्पत्ति का फोटो व पहुँचने का रूट चार्ट

अं अन्तरित सम्पत्ति पहचान चिन्ह (LAND MARK) टाटमिल चौराहा से उत्तर दिशा में लगभग 250 मीटर दूरी पर स्थित है।



[Handwritten signature]



विक्रेता/अन्तरणकर्ता
नाम-
पता-
मोबाइल नम्बर-



क्रेता/अन्तरिती
नाम-
पता-
मोबाइल नम्बर-

