

(61)

MIDC



15
No. DMB/1478/L/C-27/6/ 14h91

Bombay-400093.
Dated the:

31 OCT 1983

SUB: Plot No. C-27/6 from the Dombivali Industrial Area- Request for grant of consent for transfer of the-

Read: Letter dated the 11th Ma-y '83, 18th July '83 and 10th October, 1983 from M/s. Bhikalal -
-Dwa-rkadas.

O R D E R

Lease dated the 9th Day of May 1978.

Lessees:

- 1) Shri Gordhandas Trikamji,
- 2) Shri Dwarkadas Trikamji,
- 3) Shri Kishor D Gordhandas,
- 4) Shri Suresh Nathlal,
- 5) Shri Chandrakant Nathlal,
- 6) Shri Harish Dwarkadas,
- 7) Smt. Manibai Nathlal,
Partners of M/s. Bhikalal Dwarkadas.

Transferres:

M/s. Mahesh Textiles Processors Pvt. Ltd.

WHEREAS by a marginally noted Lease executed by the Corporation in favour of S/Shri Shyam-sunder Toshniwal and Ghanshyam Maloo, P-partners of M/s. Sandeep Dyeing and Printing Mills,, the Corporation in consideration of the stipulations and conditions on the part of the said Shri Shyam-sunder Toshniwal and Ghanshyam Maloo, Partners of M/s. Sandeep Dyeing & Printing Mills, therein contained, granted in their

favour a lease of the above plot of land and the Building and efection erected thereon in the manne specified in the said Lease.

AND WHEREAS by an order dated the 30th January, 1981, Maharashtra Industrial Development Corporation, (hereinafter called "the Corporation") granted permission to S/Shri Shyamsunder Toshniwal and Ghanshyam Maloo, Partners of M/s. Sandeep Dyeing and P-rinting Mills to assign and transfer their Leasehold interest in plot No. C-27/6 in the Dombivali Industrial Area, under the indenture of Lease dated the 9th day of Ma-y, 1978 in favour of 1) Shri G-ordhandas Trikamji (2) Dwarkadas Trikamji (3) Shri Kishor Gordhandas (4) Shri Suresh Nathlal (5) Shri Chandrakant Nathlal (6) Harish Dwarkadas and Smt. (7) Smt. Ma-nibai Nathlal, partners of M/s. Bhikalal Dwarkadas (hereinafter called the Lessees).

AND WHEREAS by a deed of assignment da-ted the 2nd April-1981, made between the said S/Shri Shyamsunder Toshniwal and Ghanshyam Maloo, Partners of M/s, Sandeep Dyeing & P-rinting Mills of the one part and the Lessees of the other part and lodged for Registration with Sub- Registrar of Assurances on 3.4.1981 under Sr. No.R/812 the said S/Shri Syamsunder Toshniwal and Ghanshyam Maloo, partners of M/s. Sandeep Dyeing & Printing Mills did transfer and assign unto the Lessees the demised premises to hold the same for residue then unexpired of the term granted by the Indenture of Lease dated the 9th day of May, 1978 at the rent reserved by ~~the said~~ and subject to the covenants and conditions contained in the said Lease.

.....PTO..

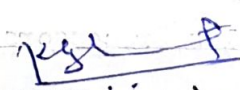
The Lessees in pursuance of sub-clause (r) of Clause 2 of the said Lease represented to the Corporation for grant to them of a consent for transfer and assignment of their interest therein in favour of M/s. Mahesh Textiles Processors Pvt.Limited., (hereinafter called "the transferees"). The Corporation has after due considerations of the said request the Lessees decided to grant its consent in favour of ~~M/s~~ Lessees for transfer and assignment of their interest under the said Lease subject to the following conditions:

1) Consent hereby granted is subject to the payment to the Corporation by the Lessees of the sum of Rs.2576/- as and by way of transfer fees which has been paid to the Corporation on 11.10.1983.

2) The Lessees shall deliver at the Lessees' expense a copy of the Deed of Assignment to the Corporation as provided in sub-clause(t) of Clause 2 of the said Lease and ~~as~~ such copy shall be furnished in duplicate.

3) This consent is restricted to the transfer and assignment of the said lease in favour of the transferees alone and in case the transferees proposes to make any further transfer or assignment or parting wholly or partially with the possession of the plot of land demised under the said Lease or any part thereof, the transferees will have to make fresh application for consent .

4) The transfer is subject to further condition that the Lessees shall obtain the necessary permission under the Urban Land (Ceiling & Regulations) Act 1976. from the competent Authority.


(K.G. Sawant)

Manager (Indl. Development) And
Senior Officer (ULC)

To

✓ Shri Gordhandas Trikamji & 6 others,
Partners of M/s. Bhikalal Dwarkadas,
322, Gauraj Gally, M ulji Jetha Market,
Bombay-400002-



Mahesh Textiles

No. DMB/1478/L/C-27/6/ 144/11

Bombay-400093.
Dated the:

31 OCT 1983

SUB: Plot No. C-27/6 from the Dombivalli Industrial Area- Request for grant of consent for transfer of the-

Read: Letter dated the 11th Ma-y '83, 18th July '83 and 10th October, 1983 from M/s. Bhikalal -Dwa-rkadas.

ORDER

Lease dated the 9th Da y of May 1978.

Lessees:

- 1) Shri Gordhandas Trikamji,
 - 2) Shri Dwarkadas Trikamji,
 - 3) Shri Kishor D Gordhandas,
 - 4) Shri Suresh Nathlal,
 - 5) Shri Chandrakant Nathlal,
 - 6) Shri Harish Dwarkadas,
 - 7) Smt. Manibai Nathlal,
- Partners of M/s. Bhikalal Dwarkadas.

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M/s. Mahesh Textiles Processors Pvt. Ltd.

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AND WHEREAS by a deed of assignment da-ted the 2nd April- 1981, made between the said S/Shri Shyamsunder Toshniwal and Ghanshyam Maloo, Partners of M/s, Sandeep Dyeing & P-rinting Mills of the one part and the Lessees of the other part and lodged for Registration with Sub- Registrar of Assurances on 3.4.1981 under Sr. No.R/812 the said S/Shri Syamsunder Toshniwal and Ghanshyam Maloo, partners of M/s. Sandeep Dyeing & Printing Mills did transfer and assign unto the Lessees the demised premises to hold the same for residue then unexpired of the term granted by the Indenture of Lease dated the 9th day of May, 1983 at the rent reserved by ~~the said~~ and subject to the covenants and conditions contained in the said Lease.

.....PTO..

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- 3) This consent is restricted to the transfer and assignment of the said lease in favour of the transferees alone and in case the transferees proposes to make any further transfer or assignment or parting wholly or partially with the possession of the plot of land demised under the said Lease or any part thereof, the transferees will have to make fresh application for consent .
- 4) The transfer is subject to further condition that the Lessees shall obtain the necessary permission under the Urban Land (Ceiling & Regulations) Act 1976. *from the competent Authority.*


(K.G. Sawant)
Manager (Indl. Development) And
Senior Officer (ULC)

To

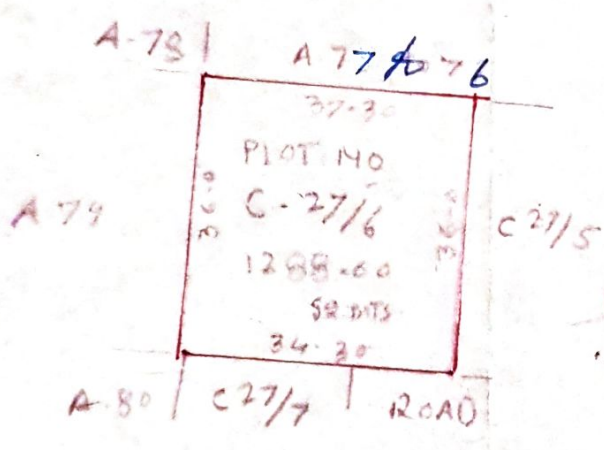
Shri Gordhandas Trikamji & 6 others,
Partners of M/s. Bhikalal Dwarkadas,
322, Gauraj Gally, Mulji Jetha Market,
Bombay-400002-

Copy to M/s. Mahesh Textiles Processors Pvt Ltd.,
322, Gauraj Gally, Mulji Jetha Market, Bombay-400002.

Mahes...

AMBIVLI INDUSTRIAL AREA PHASE I
VILLAGE - CHOLE TAL - KALYAN DIST. MAHARASHTRA
SCALE 1 cm = 100 m

(17)



S.S.P. P. K. Wadgaonkar
Subd. Secy 6.3.78

Sd/-
Sd/-



Sd/-

S.G. KAPRE
Deputy Secretary
Maharashtra Industrial Development Corporation.

TRUE COPY

S.G. Kapre
S.G. KAPRE,
Deputy Secretary,

Maharashtra Industrial Development Corporation

✓
✓ THIS DEED OF ASSIGNMENT made at Bombay this 8² day of June
~~Number~~ One Thousand Nine Hundred and Eighty Three Between
"Messrs. BHIKALAL DWARKADAS" carrying on business at 322,
Gauraj Gully, Nulji Jetha Market, Bombay-400 002 hereinafter
referred to as "The Assignors" (which expression shall unless
it be repugnant to the context or meaning thereof mean and
include the partners or partner for the time being constituting
the said firm, the survivors of survivor of them the executors
and administrators of the last surviving partner his or their
assigns) of the One Part and MAHESH TEXTILES PROCESSORS PRIVATE
LIMITED hereinafter referred to as " the Assignees " (which
expression shall unless it be repugnant to the context or
meaning thereof mean and include its successors and assigns)
the Other Part.

WHEREAS by an Indenture of Lease dated 9th day of March
1978 made between Maharashtra Industrial Development Corporation

Apur

202

Stamp
3470 Registration
29170
760 Withholdas.
29930

Stamp Rs 5,700

9/c

(4)

✓ THIS DEED OF ASSIGNMENT made at Bombay this 8th day of June
✓ ~~Between~~ One Thousand Nine Hundred and Eighty Three Between
"Messrs. BHIKALAL DWARKADAS" carrying on business at 322,
Gauraj Gully, Nulji Jetha Market, Bombay-400 002 hereinafter
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the said firm, the survivors of survivor of them the executors
and administrators of the last surviving partner his or their
assigns) of the One Part and MAHESH TEXTILES PROCESSORS PRIVATE
LIMITED hereinafter referred to as " the Assignees " (which
expression shall unless it be repugnant to the context or
meaning thereof mean and include its successors and assigns)
the Other Part.

WHEREAS by an Indenture of Lease dated 9th day of March
1978 made between Maharashtra Industrial Development Corporation

(hereinafter referred to as MIDC) and therein referred to as the Lessor of the One Part and Shyam Sunder Toshnival and Ghanshyam Maloo carrying on business in the firm name and style of Sandeep Dyeing Printing Mills, therein referred to as the Lessees of the Other Part, the Lessors thereby demised unto the said Lessees all that piece of land consisting of Plot No. C-27/6 in Dombivali Industrial Area within the Village Limits of Chole Taluka and Registration Sub District Kalyan District and Registration District Thane containing by admeasurement 1238 square meters or thereabouts together with buildings and erections then or at any time thereafter standing and being thereon and more particularly described in the Schedule thereunder as well as in the Schedule hereunder written together with all rights, privileges, easements, appurtenances whatever to Hold the said Plot of land for a term of 95 years computed from 1st September 1977 subject to the rent covenants provisions stipulations terms and conditions as mentioned therein.

AND WHEREAS the said Lessees erected a factory shed on the said Plot of land No. C-27/6 in accordance with the terms and conditions of the said Indenture of Lease dated 9th March - 1978;

AND WHEREAS by a Deed of Assignment dated 2nd April 1981 made between the said Lessees of the One Part and the Assignors of the Other Part and registered with the Sub-Registrar of Assurances under No. R-812/81, the said Lessees assigned unto the Assignors the said Plot of land and factory shed standing thereon at or for the price of Rs. 3,40,000/- and machinery and accessories as mentioned therein for a sum of Rs. 6,78,501/-.

AND WHEREAS the Assignors formed a Private Limited Company in the name of MAHESH TEXTILES PROCESSORS PRIVATE LIMITED on the 15th day of January 1983, who are the Assignees

under these presents;

AND WHEREAS the Assignors have agreed to assign unto the Assignees the said Plot of land and factory shed standing - thereon at or for the price of Rs. 3,40,000/- and the machinery and accessories lying in the said factory shed at or for the price of Rs. 6,00,000/-.

AND WHEREAS the Assignors have sold and transferred the machinery and accessories lying in the said factory shed by hand delivery prior to the execution of these presents against payment under a separate receipt.

AND WHEREAS the Assignees have requested the Assignors to execute these presents in its favour;

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. 3,40,000/- (Rupees Three Lakhs Forty Thousand only) paid by the Assignees to the Assignors (the payment and receipt whereof the Assignors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit, release and discharge the Assignees) they the Assignors do hereby grant, assign and transfer unto the Assignees all that the said plot of land bearing No. C-27/6, in the Dombivali Industrial Area within the village limits of Chole Taluka and Registration Sub-District Kalyan District and Registration District Thane containing by admeasurement 1258 square meters or thereabouts and the factory shed erected thereon and other rights attached thereto and comprised in and demised by hereinbefore recited Indenture of Lease dated 9th March 1978 or expressed so to be and more particularly described in the Schedule hereunder written and hereinafter referred to as "the said Premises" and all the estate, right, title, interest, claim and demand whatsoever of the Assignors into or upon the said premises together with the factory shed erected thereon and other -

premises TO HAVE AND TO HOLD the said premises comprised in
the said lease hereby granted assigned and/or transferred or
expressed so to be unto the Assignees for all the residue now
unexpired of the said term of 95 years at and under the rent
reserved by the said Indenture of Lease, subject to the
covenants and conditions in the said Indenture of Lease
contained and which henceforth on the part of the Assignees
are to be observed and performed and the Assignors do and each
of them do to hereby covenant with the Assignees that notwith-
standing any act, deed or thing by the Assignors do or
executed or knowingly suffered to the contrary the hereinbefore
recited Indenture of Lease is now a good and effectual lease
in law of the premises hereby assigned or expressed so to be and
has not been forfeited or surrendered or become void or voidable
AND that the rent, covenants and conditions by and in the said
Indenture of Lease reserved and contained have on the Assignors
part been fully paid observed and performed upto the date of
these presents and that notwithstanding any such act deed or
thing as aforesaid they the Assignors now have good right to
assign and transfer the said premises unto the Assignees for
the residue of the term in manner aforesaid and that the
Assignees shall and may at all time hereafter during the residue
of the said term of 95 years peaceably and quietly possess and
enjoy the said premises and receive the rents and profits -
thereof without any lawful eviction, interruption, claim or
demand whatsoever from or by the Assignors or any person law-
fully or equitably claiming by from under or in trust from
them and that free all encumbrances whatsoever made occasioned
or suffered by the Assignors or by any persons lawfully or
equitably claiming any estate or interest in the said premises
or any part thereof from under or in trust for the Assignors
and will from time to time and at all times hereafter during
the residue of the said term of 95 years at the request and

costs of the Assignees do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assigning and transferring the said premises unto the Assignees for the unexpired residue of the said term of 95 years as shall or may be reasonably required and they the Assignees do hereby covenant with the Assignors that they the Assignees will at all times hereafter during the residue of the said term of 95 years pay the yearly rent reserved by the said Indenture of Lease and observe and perform all the covenants and conditions contained in the said Indenture of Lease and henceforth on the part of the Assignees to be observed and performed and will at all times hereafter keep indemnified the Assignors and their estate and effects from and against the payment of the said rent and the observance and performance of the said Covenants and conditions and all actions suits, claims and demands whatsoever for or on account of the same or in anywise relating thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land known as Plot No. C-27/6 in the Dombivali Industrial Area within the village limits of Chole Taluka and Registration Sub District Kalyan, District and Registration District Thane containing by admeasurement 1258 square meters or thereabouts together with factory shed constructed thereon and bounded as follows; that is to say on or towards the North by Plot No. C-27/5, on or towards the South by Plot No. A-79 on or towards the East by Plot No. C-27/7 and Road and on or towards the West by Plots Nos. A-76 part and A-77 part.



SIGNED AND DELIVERED by the)
withnamed Assignors)
M/s. Bhikhalal Dwarakadas)
in the presence of. ...)

self - Ramesh Gandhi

self - Chandrabent Nathalal
Maniben Nathalal

THE COMMON SEAL of MAHESH TEXTILES)
PROCESSORS PRIVATE LIMITED the)
withnamed Assignees has hereunto)
affixed pursuant to the Resolution)
of the Board of Directors dated)
7th June 1983 in the)
presence of (1) Dwarakadas Trikamji)
and (2) Bhikhalal N. Chandarana two)
of the Directors of the Company in)
the presence of.)

self - Dwarakadas Trikamji

self - Bhikhalal N. Chandarana

self - Ramesh Gandhi



RECEIVED the day and year first hereinabove)
written of and from the Assignees the sum of)
Rs. 3,40,000/- (Rupees Three Lakhs Forty Thousand) Rs. 3,40,000/-
only) being the full consideration money above-)
mentioned to be by them paid to us. ...)

WITNESS:

self -



WE SAY RECEIVED.

self -
self -



CERTIFIED TO BE A TRUE COPY.

R. M. Gandhi

R. M. GANDHI
NOTARY, MAHARASHTRA STATE
BOMBAY. 31/3/84

.....
DATED THIS 8th DAY OF ~~MARCH~~ ^{June} 19.....
.....

M/s. BHIKHALAL DWAR^{ka}ADAS
T O
MAHESH TEXTILES PROCESSORS
PRIVATE LIMITED.

DEED OF ASSIGNMENT

M/s. Manilal Kher Ambalal & Co.,
Advocates & Solicitors.,