

312

*Deed of Assignment
Executed Between
Shri Vitthalrao Kondibaseth Akkar,
Proprietor of M/s. Ambika Industries
the within named Assignor
AND
M/s. Ambica Polad Pvt. Ltd.
the within named Assignee
In Respect of Plot No. C-13,
MIDC Shendra Five Star Industrial Area,
Taluka Aurangabad,
District Aurangabad
Date Of Execution*

21 + 2 = 23



पावती

Original/Duplicate

Wednesday, January 08, 2014

नोंदणी क्रं. :39म

3:26 PM

Regn.:39M

पावती क्रं.: 446 दिनांक: 08/01/2014

गावाचे नाव: शेन्द्राबन

दस्तऐवजाचा अनुक्रमांक: अगग5-312-2014

दस्तऐवजाचा प्रकार : भाडेपट्ट्याचे हस्तांतरणपत्र

सादर करणाऱ्याचे नाव: मे. अबीका पोलाद प्रा लि तर्फे मॅनेजिंग डायरेक्टर श्री. विठ्ठल कोंडीबा अक्कर

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 460.00
पृष्ठांची संख्या 23

मूळ दस्त परत करी

एकूण: रु. 30460.00

आपणास मूळ दस्त थंबनेल प्रिंट व सीडी अंदाजे 3:41 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Aurangabad

मूळ दस्त परत करी

बाजार मुल्य: रु.36992000/-

मोबदला: रु.36992000/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 000356 दिनांक: 08/01/2014

बँकेचे नाव व पत्ता: ICHALKARANJI Co-Op Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 460/-

Adl.No. 3114
Office of the Collector of
Stamp Aurangabad.

Received adjudication fess Rs. 100/-
vide receipt No. 4091386 Dt. 2/11/14

Certificate
Certified under section 32 (b) of the
Bombay stamp Act 1958 That the
Instrument is chargeable under
Article 60 of schedule I of BS
Act 1958 However it is not chargeable
for stamp duty vide R&F Department
order no mudark-2007/PK-198(1) 28/12/07
dt. 12/12/2007 it is chargeable under
Article 60 of schedule I of BS Act
1958 The Stamp duty Rs. 100/-
the said Article has received vide
receipt challan No. 4091397 dt. 8/11/14
Under Article 35 5 ch BSA 1958
New the instrument is properly stamped,
subject to the provision of section 53A
of BS Act 1958

VOR NO 19/CR-235(2)M-1
Dated 4/9/2013



Dt. 8/11/14
[Signature]
Collector Of Stamps
Aurangabad.



M.V. 369,92000

Deed of Assignment

This Deed of Assignment is made, executed and registered at Aurangabad this _____ day of _____ between Shri Vitthalrao Kondibaseth Akkar, aged major and Indian Inhabitant, trading as Proprietor in the name and style of M/s. Ambika Industries having his office / place of business at Plot No. C-13, MIDC Shendra Five Star Industrial Area, Aurangabad for sake of brevity hereinafter called and referred to as "the Assignor" (which expression shall, unless the context does not so admit, include his heirs, executors, administrators and assignees) of the First Part;

AND M/s. Ambica Polad Pvt. Ltd. a company incorporated under Companies Act, 1956 having its Registered Office at Plot No. C-13, MIDC Shendra Five Star Industrial Area, Aurangabad for sake of brevity hereinafter called and referred to as "the Assignee" (which

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expression shall, unless the context does not so admit, include its executors, administrators and permitted assignees) of the Second Part,

WHEREAS the Assignor hereby conveys the Assignee company the history of Industrial Plot bearing No. C-13 from MIDC Shendra Five Star Industrial Area held by him, which is herewith assigned in favour of the Assignee as follows:

AND WHEREAS Plot No. C-13 admeasuring 10034 sqm. from MIDC Shendra Five Star Industrial Area, Taluka and District Aurangabad has been allotted in favour of aforesaid Assignor under an Agreement to Lease dtd. 12-Feb-2008 which had been executed between Maharashtra Industrial Development Corporation (for sake of brevity hereinafter called and referred to as - MIDC) of the one part and the Assignor of the other part which had been registered at Aurangabad under No. AGG-3-934-2008 on 27-Feb-2008 and the possession of the aforesaid plot was handed over to the Assignor on 27-Feb-2007.

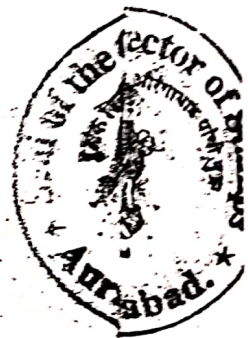
AND WHEREAS in pursuance of the Clause 2 and 4 (a) of the Aforesaid Agreement to Lease dtd. 12-Feb-2008, the Assignor had been given three years period from the date of possession of the aforesaid plot (i.e. from 27-Feb-2007) for completion of construction of his factory building and other structures thereon and for obtaining Building Completion Certificate from the MIDC's Executive Engineer acting in capacity of Special Planning Authority. Since the three years period had expired on 27-Feb-2010, the Assignor had requested the MIDC to grant to him an extension of time limit for completing the construction of his factory building and other structures and for obtaining Building Completion Certificate from the MIDC.

AND WHEREAS MIDC had considered the request of the Assignor and had granted him revised schedule and date for completing the construction on plot No. C-13 from MIDC Shendra Five Star Industrial Area and obtaining Building Completion Certificate from the Executive Engineer of MIDC had been fixed as 27-Feb-2012. Deed of Rectification for grant of revised schedule had been executed between MIDC of the one part and the Assignor of the other part which had been executed and registered at Aurangabad on 26-Nov-2010 under No. AGG-2-9150-2010. Further to above an extension of time limit had been granted upto 26-Feb-2013 on recovery of additional premium Rs. 3,00,017/- under MIDC's letter No. 7162 dtd. 22-Nov-2012.

AND WHEREAS a Pre-determined Lease had been granted in respect of plot No. C-13 admeasuring 10034 sqm. from MIDC Shendra

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Five Star Industrial Area on 29-Nov-2010 which had been executed between MIDC of the one part and the Assignor of the other part which had registered at Aurangabad under No. AGG-3-2624-2010 on same day. As per pre-determined lease the Assignor was supposed to complete construction of structures admeasuring 1004.74 sqm. on or before 27-Feb-2012 and obtain Building Completion Certificate from Executive Engineer/Special Planning Authority of MIDC.

AND WHEREAS the Assignor had completed construction of his factory building and other structures on plot No. C-13 from MIDC Shendra Five Star Industrial Area and Building Completion Certificate had been issued under No. 5549 dtd. 07-Dec-2012 for built-up area of 1485 sqm. Thus the F.S.I. consumed by the Assignor on aforesaid plot No. C-13, MIDC Shendra Five Star Industrial Area is 0.10.

Now the Assignor had requested to transfer aforesaid plot in favour of a self formed company named M/s. Ambica Polad Pvt. Ltd. which is nothing but the Assignee Company mentioned first herein before.

AND WHEREAS at the request of the Assignor transfer order had been issued under No. 4765 dtd. 13-Dec-2013 on recovery of 10% difference in the land premium being transfer fees amounting to Rs. 524800/- (i.e. Rs. 598 - 75 x 10% x 10084 sqm.) and present Deed of Assignment is being executed and registered in pursuance of a condition contained in the said transfer order.

AND WHEREAS as mentioned hereinabove, MIDC had granted a Deed of Lease in favour of the Assignor on 29-Nov-2010 which had been lodged for registration with the Sub-Registrar of Assurances at Aurangabad on 29-Nov-2010 under serial No. AGG-3-2624-2010. Thus the Assignor is enjoying leasehold rights in respect of MIDC's Industrial Plot bearing No. C-13 from MIDC Shendra Five Star Industrial Area within village limits of Shendraban, outside the limits of Aurangabad Municipal Corporation, in rural area, within the limits of Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad containing by admeasurement 10034 sqm. or thereabouts approximately whereupon the Assignor has completed construction of factory building and other structures containing by admeasurement 1485 square meters.

AND WHEREAS the Assignee Company has allotted to the Assignor and his close relatives shares to the extent of 100% and the Assignor in consideration of the said allotment of shares, has decided to transfer his leasehold rights under the said Lease in favour of the Assignee Company. Though the Assignor was holding said plot No. C-



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13 from MIDC Shendra Five Star Industrial Area in capacity of Proprietor of a firm named M/s. Ambika Industries, he had always acted as Chief Promoter of the Assignee company as is evident from the allotment of the shares to the Assignor. The Assignor being Chief Promoter and the major share holder of the Assignee Company had agreed with the said Assignee Company to assign absolutely all his leasehold rights under the aforesaid Lease Deed in respect of the said plot No. C-13 from MIDC Shendra Five Star Industrial Area to the Assignee Company.

AND WHEREAS at the request of the Assignor, MIDC has granted its consent for transfer and assignment of leasehold rights enjoyed by the Assignor in favour of Assignee. MIDC has issued its written consent for such transfer and assignment under its letter No. 4765 dated the 13-Dec-2013.

AND WHEREAS the Assignor has agreed to assign his leasehold rights in favour of the Assignee for a total consideration amount of Rs. 2,75,38,830/- (Rupees Two Crores Seventy Five Lacs Thirty Eight Thousand Eight Hundred Thirty Only) which the Assignee had agreed to pay. The boundaries of the said MIDC Plot bearing No. C-13, MIDC Shendra Five Star Industrial Area, which is herewith assigned in favour of the Assignee, are as follows i.e. to say...

- On or towards the North by MIDC Road (20.0 mtr. wide),
- On or towards the South by Plot No. C-12,
- On or towards the East by MIDC Road (66.0 mtr. wide) and
- On or towards the West by MIDC Land.

NOW THIS DEED OF ASSIGNMENT WITNESSETH THAT...

In pursuance of the sum of Rs. 2,75,38,830/- (Rupees Two Crores Seventy Five Lacs Thirty Eight Thousand Eight Hundred Thirty Only) paid by the Assignee to the Assignor by way of allotment of aforesaid shares being the full and final consideration amount, the Assignor herewith assigns his leasehold rights held by him under the said Lease in favour of the Assignee subject to following:

1. The Assignor as beneficial Lessee of the said MIDC's plot hereby assigns unto the Assignee all his interest under the said Lease Deed including the premises demised to hold unto the Assignee.
2. The Assignee company is registered under Provisional SSI Registration Certificate issued by the General Manager, District Industries Centre, Aurangabad under No. 27019-



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11-18631 dtd. 08-Oct-2013 and the unit of the Assignee company is exempted from payment of stamp duty as per Stamp Duty Exemption Certificate issued by the General Manager, District Industries Centre, Aurangabad under its letter No. 11348 dtd. 30-Dec-2013. For ready reference copies of Provisional SSI Registration as well as Stamp Duty Exemption Certificate are hereby appended to these presents.

2. The Assignee hereby covenants with the Assignor that the Assignee or its permitted assignees entitled will henceforth perform and observe the covenants and conditions of MIDC Offices, respective Gram Panchayat, all Government, Semi-Government and Local bodies in Taluka Aurangabad, District Aurangabad and keep the Assignor and his estate and effects indemnified against all actions, proceedings, expenses, claims, demands and any part thereof or the breach of the said covenants and conditions or any of them.
3. The Assignor and all his persons claiming under him shall and will from time to time upon the request and cost of the Assignor do and execute or cause to be done and executed all such acts, deeds, and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Assignee.
4. The Assignor hereby declares that the said premises hereby assigned is free from all encumbrances, charges, claims, or demands and that the Assignor has not done anything whereby the property may be subject to attachment or lien of any financial institution/s, persons whatsoever except normal credits and loans availed by the Assignor for the development of project on plot No. C-13 from MIDC Shendra Five Star Industrial Area, Taluka and District Aurangabad. The Assignor further declares that all the taxes etc. have been paid till date of execution of this Deed of Assignment and further taxes are to be borne by the Assignee alone.
5. The Assignee herewith agrees to bear and pay all the expenses of this DEED OF ASSIGNMENT and the Assignor agrees to do all the acts that may be necessary or requisite to effectually assign the leasehold rights in favour of the Assignee.



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Signed and Delivered by the within named Assignors i.e. Shri Vitthalrao Kondibaseth Akkar, Proprietor of M/s. Ambika Industries in the presence of:

1. Ashish Sudhakarrao Kumbhakar Age 27 yrs. service, Aurangabad.

2. Tanaji Parshuram Hogle Age 25 service, CIDCO, Aurangabad.

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The Common Seal of the within named Assignee M/s. Ambika Polad Pvt. Ltd. was hereto affixed pursuant to a resolution passed by its Board of Directors on the 07/01/14 the presence of Shri Vitthal Kondibaseth Akkar Director/s who in token thereof has set his hand and affixed the common seal of the company in the presence of:

1. Ashish Sudhakarrao Kumbhakar Age 27 yrs. service, Ganskheda Aurangabad.

2. Tanaji Parshuram Hogle Age 25 yrs. service, CIDCO, Aurangabad.

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