



पंजी - १
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महाराष्ट्र
 विलास म. व. DALAL & Co. Solicitors and Fiscal
 Advocates
 Hamam House
 Arizalal, Doshi
 Fort, Bombay-400 022 / 185
 18 OCT 1993

THIS DEED OF ASSIGNMENT made at Bombay this 18th day of October, One thousand Nine Hundred and Ninety Three BETWEEN MESSRS PANDYA PULVERISERS, a proprietary firm of JITENDRA JAYANTILAL PANDYA having its' address at Triveni 'C' First Floor, Block No.2, Santacruz (West), Bombay 400 054, hereinafter called "The Vendors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its proprietor, his, heirs, executors, administrators and assigns) of the One Part AND MESSRS PREMIER CANS, a partnership firm by its partners (1) MRUNAL N. VIMADALAL, (2) JAYANT K. SHAH and (3) SAVITABEN N. MEHTA having its' present address at 10, Prem Industrial Estate, Subhash Road, Jogeshwari (East),

18.10.93
 M.N.V.
 20.10.93

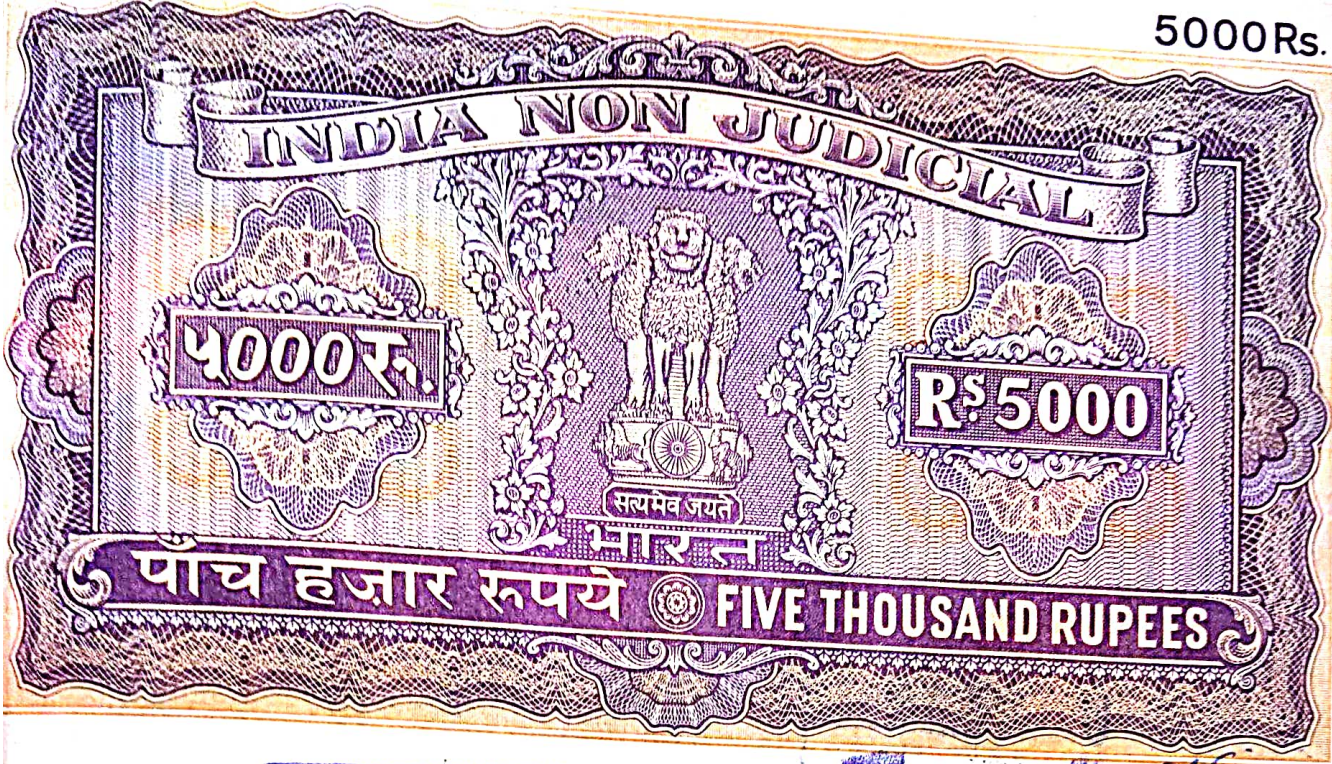
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Bombay 400 060 hereinafter called "the Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its' partners for the time being, their respective heirs, executors, administrators and assigns) of the Other Part:

WHEREAS :-

- (a) By a Sub-Lease dated 7th July, 1975 made between The Bassein Taluka Industrial Co-operative Estate Ltd., a Sopciety registered under the Maharashtra Co-operative Societies Act 1960 (hereinafter referred to as 'the said Society') and M/s. Pandya Pulverisers, the Vendors herein, the said Society

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वकाफ कार्यालय
विशेष
श्री/श्री/श्रीमती
VIMADALAL & CO
Advocates & Solicitors
Haramji House, 3rd Floor,
Ambalal Chavli Marg,
Fort, Bombay-400 022
188
18 OCT 1993

has sub-leased a plot of land bearing Plot No.22 admeasuring 1147.50 sq. yds. forming the part of land bearing Survey No. 235 of Village Achol, Taluka Bassein and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Plot No. 22") on the terms and conditions mentioned therein.

(b) The Vendors at their own cost have constructed a factory building admeasuring about 4480 sq. fts.

on the said plot No.22. Construction of Kacha Shed of Brick work & Cement sheet roof.

(c) The Vendors are also registered members of the said Society namely THE BASSEIN TALUKA INDUSTRIAL CO-

J.S.P.
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OPERATIVE SOCIETY LIMITED, a Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1980 under Registration No. TNA-FRD-I-108 dated 31-1-1963 having its registered address at Bassein Road, Dist. Thane and as members are holders of 4 (four) shares issued by the said Society bearing Nos. 381 to 384 (both inclusive) of the face value of Rs. 500 each, under Members' Register No. 166 (hereinafter referred to as "the said Shares");

(d)

The Vendors under the aforesaid Sub-Lease dated 7th July, 1975 and as members of the said Society are interalia seized and possessed of or otherwise well

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बचप एचएच
विशेष
श्री/श्री/श्रीमती M. ADALAKI CCA
Advocate & Solicitor
Harampur, Hubli, 3rd Floor
Ambedkar Dohari
Fort. Hubli-580002
10 OCT 1993

and sufficiently entitled to use and occupy and possess the said Plot No.22 more particularly described in the Schedule hereunder written together with the factory building constructed thereon.

(e) The Vendors have by the Deed of Assignment dated 21-7-1993 agreed to assign, transfer, convey and sell all and singular their right, title and interest in the said Plot No. 22, Factory building/structures constructed thereon and the said shares to the purchasers herein for a total consideration of Rs. 9,50,000/- (Rupees Nine lacs fifty thousand only) free from all claims and

5.7.9.

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M.N.V.
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11. The Vendors have represented to the Purchasers that the said premises are free from all encumbrances. In the event of Vendors' title to the said premises is found defective or any claim is made on the said premises, the Vendors agree to indemnify the Purchasers and hereby keep indemnified the Purchasers against all loss, charges, costs and expenses they may incur or suffer on account of the Vendors' title to the said premises or on account of any claim being made against the said premises or on account of representations, assurances, declarations, statements made by the Vendors and the Vendors also agree to reimburse the purchasers to the said amount on their making demand for the same.

THE SCHEDULE ABOVE REFERRED TO:

All that piece of land bearing Plot No.22 forming the part of land bearing Survey No. 235 in Village Achole, Taluka, Bassein together with factory buildings constructed thereon within Registration Sub-District of Bassein, District Thane and admeasuring 1147.50 sq. yds. thereabout and bounded as follows:-

- On or towards North by Plot No.23
- On or towards South by plot No.21
- On or towards East by 40" Road
- On or towards West by Plot No.57

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

SIGNED SEALED AND DELIVERED by)
the withinnamed)
M/S. PANDYA PULVERISERS by its) M/S. PANDYA PULVERISERS
Proprietor SHRI JITENDRA J. PANDYA) *Jitendra J. Pandya*
in the presence of) PROPRIETOR.

- Buya Sanja*
(Advocate)
- Vivod Solanki*
(Vivod Solanki)
Advocate

SIGNED SEALED AND DELIVERED by)
the withinnamed)
M/S. PREMIER CANS by its' partners) M/S. PREMIER CANS
(1) MRUNAL N. VIMADALAL) *M. N. Vimadalal*
(2) JAYANT K. SHAH and) *J. K. Shah*
(3) SAVITABEN N. MEHTA) *Savitaben N. Mehta*
in the presence of) PARTNERS.

- S. N. Vimadam*
(S. N. VIMADAM) Solicitor
- S. N. Vimadam*
(S. N. VIMADAM) C.A.

RECEIPT

RECEIVED a sum of Rs. 9,50,000/- (Rupees Nine Lacs fifty thousand only) from the Purchasers abovenamed in full and final consideration as under:-