

## DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT AND SALE made at ----- this \_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Four between **M/s Aaditya Flameproof Private Ltd.**, a private Limited Company incorporated and registered under the Companies Act 1956/ 2013 having its registered office at \_\_\_\_\_ and factory at Plot No F 1/12, MIDC, Badalapur (East) District Thane hereinafter called 'THE ASSIGNOR' (which expression shall unless repugnant to the context or meaning thereof shall mean and include its directors, their heirs, executors, successors, administrators and assigns wherever the context or meaning shall so require or permit) of the ONE PART

AND

**M/s Tolani Pipes Private Ltd.** a private Limited Company incorporated and registered under the Companies Act 1956/ 2013 having its registered office at \_\_\_\_\_ hereinafter called 'THE ASSIGNEE' (which expression shall unless repugnant to the context or meaning thereof shall mean and include its directors, their heirs, executors, successors, administrators and assigns wherever the context or meaning shall so require or permit) of the OTHER PART

## WHEREAS

- 1) By an Indenture of Lease dated 30<sup>th</sup> day of October 1985 and made between MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Corporation's Act, 1961 (MAH III of 1962) and having its principal office at Orient House, Adi Marzban Path, Ballard Estate, Mumbai-400 038 (hereinafter referred to as the Lessor / MIDC' of the ONE PART and M/s Famous Silk Mills Private Ltd., a private limited Company having its registered office at 408, Kakad Market, 306, Kalbadevi Road, Mumbai 400002 therein called 'the LESSEE' of the OTHER PART (hereinafter called "THE LEASE") the Lessor granted on lease all that piece and parcel of land known as Plot No F-1/12, in the Badlapur Industrial Area of MIDC situated within the village limits of Kharvai and within the then limits of Kalyan Municipal Corporation now Kalyan Dombivali Municipal corporation Taluka and registration Sub-District Ambarnath District Thane containing by admeasurement 1150 sq. meters or thereabout and more particularly described in the schedule thereunder written demised by the said MIDC UNTO the Lessee its Directors, their successors, their heirs, executors, administrators and assigns for the term of 95 years computed from 1<sup>st</sup> day of October 1982 at the rent reserved by and subject to the covenants and conditions in the said LEASE contained. The original Lease deed was registered with the Office of Sub – Registrar of Assurances at Mumbai on 01/11/1985 under Sr. No R – 3277 of 1985.
- 2) The name of M/s Famous Silk Mills Private Ltd. to M/s Aaditya Flameproof Private Ltd. was changed and same was approved and noted by the Registrar of Companies and issued its Certificate dated \_\_\_\_\_ noting change of Company from M/s Famous Silk Mills Private Ltd. to M/s Aaditya Flameproof Private Ltd.
- 3) The MIDC, on payment of differential premium of Rs 3,92,000/- has taken note of the change in name of M/s Famous Silk Mills Private Ltd. to M/s Aaditya Flameproof Private Ltd. On the terms and conditions contained in its letter No MIDC/ROT(2)/BDL/F-1/12/A12851 dated 09/01/2018

- 4) Thus M/s Aaditya Flameproof Private Ltd. has become seized and possessed of and or otherwise well and sufficiently entitled to the said leasehold right, title and interest in Plot No F-1/12, in the Badlapur Industrial Area of MIDC situated within the village limits of Kharvai and within the then limits of Kalyan Municipal Corporation now Kalyan Dombivali Municipal corporation Taluka and registration Sub-District Ambernath District Thane containing by admeasurement 1150 sq. meters or thereabout along with Building admeasuring 767.35 sq. Meters or thereabout and more particularly described in the Schedule written hereunder
- 5) The Assignor has agreed to sell transfer and assign its said leasehold right title and interest in said plot of land under Lease deed and building on said plot of land in favour of the Assignee for total consideration of Rs 2,40,00,000/- (Rs Two Crores Forty Lakhs Only). The MIDC has issued its NOC /Order No. \_\_\_\_\_ dated \_\_\_\_\_ for sale, transfer and assignment of the leasehold right title and interest in the said plot of land of the Assignor in favour of the Assignee and has issued its Consent for assignment and transfer of right title and interest in the said plot in favour of the Assignee on payment of differential premium of Rs. \_\_\_\_\_ including GST and on the other terms and conditions contained therein. The amount of differential premium is already paid to MIDC.
- 6) This Deed of Assignment and Sale is executed for assigning and transferring the leasehold right title and interest of the Lessor and sale of building standing thereon in favour of the Assignee herein and to submit a copy thereof to MIDC as stipulated in Transfer Order.

NOW THIS INDENTURE WITNESSETH as follows :

- 7) In pursuance of the said Agreement and in consideration of payment of entire sale consideration of Rs. 2,40,00,000/- (Rs. Two Crores Forty Lakhs Only) paid by the Assignee to the Assignor ( the receipt whereof the Assignor doth hereby admit and acknowledge and the Assignee is hereby discharged from the said payment) the ASSIGNOR doth hereby grant, convey, sale, transfer, assure, assign in favour of the Assignee all that leasehold right, title and interest in the land, hereditaments,

premises, buildings, structures and leasehold right, title and interest in Plot No F-1/12, in the Badlapur Industrial Area of MIDC situated within the village limits of Kharvai and within the then limits of Kalyan Municipal Corporation now Kalyan Dombivali Municipal corporation Taluka and registration Sub-District Ambernath District Thane containing by admeasurement 1150 sq. meters or thereabout along with Building admeasuring 767.35 sq. meters or thereabout and all the estate right, title, interest, claim and demand whatsoever in the said land as lessees, and being more particularly described in the SCHEDULE hereunder written TO HAVE AND TO HOLD the said land and buildings, for the residue unexpired period of the Lease at the rent reserved thereunder and observance and performance of all the covenants and conditions contained in the said Lease by the Assignee as the Lessee as freed and forever discharged from the charges of the Assignor.

- 2) THE ASSIGNOR doth hereby covenant with the ASSIGNEE that the Assignor itself or anybody on its behalf has not at any time hereto before done or knowingly or willingly suffered or been party or privy to any act deed or thing whereby the said land and buildings assigned and transferred under these presents are or may be affected encumbered in title estate or whatsoever or otherwise howsoever or whereby the Assignor is in anywise prevented from assigning transferring and assuring the said Land and building or any part thereof to the Assignee in the manner aforesaid.
- 3) The Assignor declare that it has not entered in to any Agreement for Sale , transfer, mortgage and or in any way encumber its right, title and interest in the said plot and or benefit under said Lease deed and building thereon in favour of any other person and the plot of land and the building standing thereon is free from all the encumbrances and it has full power and absolute authority to transfer the same in favour of the Assignee
- 4 That the Assignor hereby covenant with the Assignee that the said Land and Building shall be quietly held and enjoyed by the Assignee without any interruption and disturbance by the Assignor and or any other person claiming through or under the Assignor without any lawful disturbance or interruption by any other person whatsoever.

- 5 The Assignor hereby covenant with the Assignee that Assignor has complied with all the terms and conditions contained in the said Lease and shall pay the rent reserved there under and shall indemnify and keep indemnified the Assignee of and from any claim that may arise on account of non-payment of the rent or non-observance or non-performance or breach of any of the terms covenants conditions and stipulations of the said Lease.
- 6 The ASSIGNOR will at the cost of the ASSIGNEE execute or give any such assurance, deed, writing or things necessary for further and more perfectly assuring and transferring the said land and Building to the Assignee its Successors, executors, administrators and or assigns and for giving full and complete effect to the true meaning and intent of these presents as may be required usually and shall also grant necessary assistance to get this assignment and transfer duly noted by the MIDC.
- 7 The Assignor has already handed over Possession of the Plot and building to the Assignee and the Assignee is in physical possession of the land and building described in the schedule hereunder written.
- 8 The Assignee has read and noted the terms and conditions of the said Lease deed of the MIDC and shall observe and perform all the covenants and conditions therein contained and also pay all premium if any required by MIDC as well as observe any other rules and conditions of MIDC as may be prevailing from time to time.
- 9 The Assignee shall not let out or give on lease and licence or Sub-lease any portion of the Land and Building nor create any Mortgage / lien or charge or any other encumbrances of any kind whatsoever on the said Land and building or any part thereof in contravention of terms and conditions stipulated by M.I.D.C. in the said Lease deed.
- 10 The Assignee shall get the transfer of said plot of land duly recorded in the Records of MIDC at its own costs and the Assignor shall extend necessary assistance for transfer of leasehold interest in favour of the Assignee.

- 11 The Assignor agrees and undertakes to execute such further documents / papers as may be required by the Assignee / the MIDC at the costs and expenses of the Assignee.
- 12 The Assignor has already handed over all the original documents and also have already handed over vacant and peaceful possession of the plot of land and building thereon to the Assignee on \_\_\_\_\_.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands hereto the date and year first hereinabove written in the manner hereinafter appearing.

THE SCHEDULE ABOVE REFERRED TO  
(Description of land and buildings)

All that the piece or parcel of land together with hereditaments and premises and building standing thereon and situated, lying and being at Plot along with structure thereon bearing Plot No. F-1/12, in the Badlapur Industrial Area of MIDC, situated at village Kharvai within the limits of Kalyan Dombivali Municipal Corporation Taluka Ambarnath registration Sub - District Ambarnath District Thane containing by admeasuring 1150 sq. meters or thereabout and the factory building consisting Ground floor admeasuring 574.50 sq. Meters and first floor admeasuring 192.85 sq. Meters total admeasuring 767.35 sq. Meters already constructed as per Building Completion Certificate dated 21/10/2015 issued by MIDC. The plot of land is bounded as under:

On or towards North by: Plot No F-1/11 On or towards South by: Plot No W - 85 On or towards East by: W- 98 and W-99 On or towards West by: Road

The Common seal of the Assignor namely **M/s Aaditya Flame Proof Private Ltd.**  
Pursuant to a resolution passed by the

board of directors of the Company in its meeting  
held on \_\_\_\_\_ day of \_\_\_\_\_ 2024

is affixed hereunto in the presence of

(1) Shri Virendra R \_\_\_\_\_ Singh and

(2) Shri \_\_\_\_\_

the directors of the Assignor Company in token  
thereof in the presence of

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The Common seal of the Assignee namely **M/s Tolani  
Pipes Private Ltd.**

Pursuant to a resolution passed by the board of  
directors of the Company in its meeting held on  
\_\_\_\_\_ day of \_\_\_\_\_ 2024  
is affixed hereunto in the presence of

(1) **Shri Amit D \_\_\_\_\_ Tolani and**

(2) **Shri Dhitraj D \_\_\_\_\_ Tolani**

the directors of the Assignor Company in token  
thereof in the presence of

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