

**DEED OF ASSIGNMENT OF LEASEHOLD RIGHTS AND SALE  
VALUED AT RS. 3,30,00,000/-  
{RS. THREE CRORE THIRTY LAKHS ONLY}**

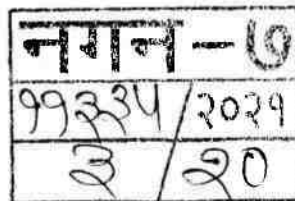
THIS DEED OF ASSIGNMENT is made and executed at  
Nagpur on this 08<sup>TH</sup> day of SEPTEMBER 2021 BETWEEN :

**01. M/S VIDARBHA BEVERAGES,** {PAN : AABFV1392F} a partnership firm having its registered Office at 9, Anjuman Shopping Complex, Sadar, Nagpur - 440001 and works at MIDC Plot No. C-102, Nagpur Industrial Area, Hingna Road, Wadi, Nagpur - 440016 acting through Partners (i) **SMT. ARCHANA W/O HASMUKH PANCHMATIA,** {UID : 9219 7906 2248} aged about 76 years, (ii) **SHRI RASESH S/O HASMUKH PANCHMATIA,** {UID : 6693 0458 7339}, aged about 52 years, and (iii) **SHRI VISHAL S/O HASMUKH PANCHMATIA,** {UID : 6229 6638 8810}, aged about 46 years, all Occupation : Business, Resident at 300, Jai Odhav, Chitnis Marg, Civil Lines, Nagpur 440001 Here-in-after known and referred to as the **"ASSIGNOR"** which expressions shall unless repugnant to the context or meaning thereof always mean and include the ASSIGNOR, as well as its Partners, their heirs, legal representatives, executors, administrators, successors and assign of THE FIRST PART AND:

IN FAVOUR OF

**02. SHRI RAO HIMANSHU S/O YASHPAL ARYA** {PAN : ASQPA8076L} {UID : 9421 2703 4307} aged about 24 years, Occupation : Business, Resident of 310-D, Chitnavis Marg, Opp. Hislop College, Civil Lines, Nagpur 440001, here-in-after known and referred to as the **"ASSIGNEE"** which expression shall unless repugnant to the context or meaning thereof always mean and include, the said ASSIGNEE, his heirs, legal representatives, executors, administrators, successors and assigns of THE SECOND PART.

WHEREAS by indenture of Lease between Lessor : Maharashtra Industrial Development Corporation, a Corporation Constituted under the MIDC Act 1961 (MAH III of 1962) having Head Office at Mumbai and Regional Office at Nagpur and the then Lessee : M/s. Vidarbha Beverages, Partnership Firm, a Plot bearing No. C-102 admeasuring about 4050 Sq. Mtr. at Hingna, Nagpur came to be granted to the Lessee, in its capacity as a Licensee for a period of 95 years, computed from 1st March, 1981 and the said Lease is executed on 18.01.1982 by paying necessary requisite Stamp Duty as well as Registration Fees, AND;



WHEREAS, the ASSIGNOR later on constructed factory tin shed of 340.91 Sq. Mtr. and obtain Building Completion Certificate from Executive Engineer, MIDC, Division, Nagpur vide letter No. DB/Plot/ 3087/ 81 dtd. 24.08.1984, AND;

WHEREAS, thus the ASSIGNOR is in possession and owner of all the said piece and parcel of Land bearing M.I.D.C. Plot No. C-102, admeasuring about 4050 Sq. Mtrs. with old industrial tin shed of 340.91 Sq. Mtr. constructed in 1984, Mouza Wadi, Registration Sub Dist. Nagpur Gramin, Dist. Nagpur and more particularly described in the schedule hereunder written, AND;

WHEREAS, the ASSIGNOR here in above named now for cogent reasons and good causes, decided to assign its leasehold rights in the said plot of land and transfer/sell the aforesaid property to any interested purchaser/s and to utilize the proceeds thereof in their best interest and for their benefits, AND;

WHEREAS, the ASSIGNOR have all rights to transfer/assign all the Lease Hold Rights in the said plot property to the third party and having left no interest and the ASSIGNEE desirous to get transfer the plot property and is prepared to enter into the present deed with ASSIGNOR, which is reduce in writing as under, AND;

WHEREAS, therefore both ASSIGNOR and ASSIGNEE have requested to the Lessor (MIDC) to grant its consent for transfer and assignment of its Leasehold Rights under the said Lease of the Plot No. C-102, which is more particularly described in schedule hereunder, in favour of ASSIGNEE. And the Lessor/MIDC granted its consent for transfer/assignment of leasehold right of the ASSIGNOR in favour to ASSIGNEE, vide MIDC order No. MIDC/RO/NGP/NAG/LMS-835/2237/2021 dt. 09.08.2021 on the terms and conditions that subject to the payment of transfer/lease premium difference which was duly paid by ASSIGNOR / Transferor to Lessor/MIDC. vide DR No. GL22220850 dtd. 31.07.2021.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

01. That in Pursuance to the said Transfer Consent Order dt. 09.08.2021 of Lessor/MIDC and on receipt of entire agreed consideration of RS. 3,30,00,000/- (RS. THREE CRORE THIRTY LAKHS ONLY) (out of which amount of Rs. 2,92,00,000/- is paid towards land and Rs. 38,00,000/- is paid towards the shed, thus totalling Rs. 3,30,00,000/-) as per manner appearing here-in-below, the receipt whereof the ASSIGNOR do hereby

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accrued on the plot property upto date of execution of Deed of Assignment and any kind of encumbrances. And in future if anything arises, than the ASSIGNOR will settle the same from their own source and indemnify the ASSIGNEE forever. ASSIGNOR further declared that there is no litigation is pending before any of Courts and Tribunals of any kind against subject plot property at this time.

04. That the ASSIGNOR have delivered vacant and physical possession and handed over all original title deeds of said subject plot property to ASSIGNEE and ASSIGNEE shall and may at all times hereafter, peaceable and quietly possess, occupy and enjoy the demised premises and receive the rents and profits thereof and every part thereof for its own use and benefit forever without any let, hindrance, denial, demand, interruption or eviction from ASSIGNOR or any other persons lawfully or equitable claiming under or in trust for the ASSIGNOR and also ASSIGNOR kept ASSIGNEE harmless and indemnified from and against all former and other estate title, charges and encumbrances whatsoever occasioned or suffered by ASSIGNEE forever.

05. That the property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any misstatement, error or omission shall be discovered than that same shall not annul this deed of assignment, but all the such mis-statement, error or omission will always be subject to correction by the consensus of parties hereto.

06. That all expenses on account of preparation of this Deed of Assignment and expenses of Stamp Duty, Registration Charges and miscellaneous expenses thereof have been agreed to be borne and paid by the ASSIGNEE.

#### SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land bearing MIDC Plot No. C-102 in Nagpur (Hingna) Industrial Area, MAUZA : WADI, within the village limits of WADI and outside the limits of NMC, Tal & Registration Sub. Dist. Nagpur Gramin, Dist. Nagpur, containing by admeasurements 4050 Sq. Mtr. or thereabouts with old factory tin shed about 340.91 Sq. Mtr. erected in the year 1984 as per Building Completion Certificate/OC of Executive Engineer, MIDC Division No. 1 Hingna Road , Nagpur vide letter no. DB/Plot/ 3087/ 81 dtd. 24.08.1984 and the said plot is bounded over as under :

