



NOTARIAL



100 ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL



अखिल भारतीय का समाचार  
द्वारा ६ औरंगाबाद  
महाराष्ट्र MAHARASHTRA  
- 7 JUN 2022  
मुद्रांक प्रमुख लिपीक  
श. को. अ. औरंगाबाद.

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मूल्य १४०२४  
दिनांक १४/६/२०२२  
वस्ती  
संलग्नक १/२/२०२२  
सिद्धोपाक

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प्रमोद म. कुलकर्णी  
मुद्रांक विजेता  
एन-६, सिडको, औरंगाबाद  
Licence No. 3101056

AGREEMENT TO ASSIGNMENT

THIS ARTICLE OF AGREEMENT TO ASSIGNMENT MADE AND EXECUTED AT AURANGABAD ON 14TH DAY OF JUNE 2022 BY AND BETWEEN:

M/s GITANJALI INFOPARKS,  
A Registered Partnership Firm,  
Through its Authorised Partner:  
CHANDRAKANT HANUMANDAS MALPANI,  
Age: Major, Occupation: Business,  
O/a: 'B' Wing, First Floor, Bharat Bazaar,  
API Compounds, M.I.D.C. Chikalhana,  
Aurangabad - 431006,  
(PAN: AAJFG 1016B)

*[Signature]* s Babbar

*[Signature]* s Babbar



(herein after called the **FIRST PART** or **ASSIGNOR**, which expression shall mean and include all his legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

**AND BETWEEN**

**M/s NIRMAL ENTERPRISES,**

(PAN: AAREN7360D)

A partnership Firm,

Through its partners:

**MRS. SEEMA VINAYAK BHAWARAY**

Age: Major, Occupation: Business,

R/o: Plot no. 19, flat no. 4, meher nagar

Garkheda Parisar,

Aurangabad - 431 001

(PAN: DTSPB2240B)

**AND**

**MRS. SANGITA JITENDRA BADGUJAR**

Age: Major, Occupation: Business,

R/o: NEAR NEELAYAM THEATRE,

F WING, FLAT NO. 306, SADASHIV PETH,

PUNE - 411 030

(PAN: AXVTB0772A)

(Hereinafter called the **SECOND PART** or **ASSIGNEE**, which expression shall mean and include all his legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

**WHEREAS:**

- 1) Property bearing Plot No E-42, admeasuring 8029 Sq.M., situated at Chikalthana Industrial Area, within the village Limits of Birajwadi, Aurangabad is Leased and possessed by M/s Geetanjali Infoparks through Its Partners (for sake of brevity hereinafter called and referred to as the "ASSIGNOR "). The Property is more particularly described in Schedule-A written hereunder.

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- 2) AND WHEREAS, Industrial Plot No. E-42 admeasuring 2029.00 Sq.M., from MIDC Chikalthana Industrial Area was basically allotted in favour of Sarvashri 1. Ramani Ramprakash Hazra and 2. Piyush Kant Tikakari Chakravarty, Partners of M/s Romu Foundry and Technical Enterprises (for sake of brevity hereinafter called and referred to as the "Original Allottees") under an Agreement to Lease dt. 20-Dec-1976 executed between Maharashtra Industrial Development Corporation (a Government of Maharashtra Undertaking) hereinafter called and referred to as the "Lessor" of the One Part and the Original Allottee of the Other Part. Possession of aforesaid Plot had been handed over to the Original Allottees on 20 Dec-1976.
- 3) AND WHEREAS, on the request of the Original Allottees, the Lessor had issued its written consent for Mortgaging aforesaid industrial Plot No.E-42, MIDC Chikalthana with Maharashtra State Financial Corporation (for sake of brevity hereinafter referred to as "MSFC") under its consent letter DL 03-Jan-1977 issued under No. 27 in order to enable the Original Allottees to avail certain loans and tripartite agreement to that effect had been executed between the Lessor of the First Part, the Original Allottees of the Second Part and MSFC of the Third Part on 11-Jan-1977.
- 4) AND WHEREAS, the Original Allottees failed to repay the loans availed from MSFC and as such MSFC initiated action under Section 29 of State Financial Corporation Act, 1951 and took possession of the assets viz. Plot No.E-42, MIDC Chikalthana Industrial Area on 24-Sep-1985 which was mortgaged with it. MSFC Transferred and Assigned its Leasehold interest in or over said Plot No.E-42 from MIDC Chikalthana Industrial Area in favour of M/s Tarawade Transports Pvt. Ltd. for realizing its dues MSFC had handed over possession of aforesaid industrial Plot No. E-42, MIDC Chikalthana Industrial Area to M/s Tarawade Transports Pvt. Ltd. on 07-Mar-1990. Deed of Assignment and Sale to above effect had been executed between the MSFC and the M/s Tarawade Transports Pvt. Ltd. on 21-Jan-1999 which had been registered at Aurangabad on 21-Jan-1999 under No. 355. At the request of the M/s Tarawade Transports Pvt. Ltd., the Lessor had granted its consent for Transfer of Leasehold interest of MSFC in capacity of Mortgagee of aforesaid Plot in favour of the M/s Tarawade Transports Pvt. Ltd. under its letter No. 2189 on 15-May-1992 and Supplementary Agreement to that effect had been executed between the Lessor, MSFC and M/s Tarawade Transports Pvt. Ltd. on 18-Jun-1992.
- 5) AND WHEREAS, M/s Tarawade Transports Pvt. Ltd. had completed Construction of its Factory building and other required Structures for its activities and had

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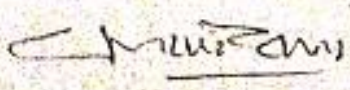
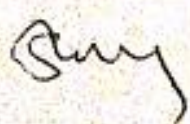
obtained Building Completion Certificate from the Special Planning Authority (SPA) of the Lessor for Structures admeasuring 337.73 Sq.M. vide No.3349 Dt.21-Oct-93 Thus the consumed FSI on aforesaid Plot was 0.04.

- 6) AND WHEREAS, on the request of the M/s Tarawade Transports Pvt. Ltd., the Lessor had granted Lease Deed in respect of aforesaid industrial Plot No.E-42, MIDC Chikalthana Industrial Area in favour of the M/s Tarawade Transports Pvt. Ltd. on 26-Oct-1999 which had been registered at Aurangabad vide No.5637 on 28-Oct-1999. Thus the M/s Tarawade Transports Pvt. Ltd. was enjoying Leasehold Rights in respect of MIDC's Industrial Plot bearing No.E-42 from Chikalthana Industrial Area falling within village limits of Birajwadi, within the limits of Aurangabad Municipal Corporation, within the limits of Taluka and Registration Sub-District as well as District and Registration District Aurangabad containing by admeasuring 8029 Sq.M. approximately with a built-up Shed and Structures containing by admeasuring 337.73 Sq.M.
- 7) AND WHEREAS, M/s Tarawade Transports Pvt. Ltd. has Constructed additional structures admeasuring 902.88 Sq.M. thereby making total built-up area of 1240.61 Sq.M. Thus the consumed F.S.I. on aforesaid Plot was of 0.15. The Special Planning Authority (SPA) of the Lessor has issued fresh Building Completion Certificate to that effect under its letter No. 2108 Dt. 15-Dec-2010.
- 8) AND WHEREAS, thereafter M/s Tarawade Transports Pvt. Ltd. has Assigned the Leasehold Rights of the above said Plot No.E-42 and executed the Registered Agreement for Assignment of Leasehold Rights on 12-AUG-2010 bearing daybook No.6733/2010 and Registered Deed of Assignment dated 06-AUG-2020 bearing daybook No. 2643/2020 infavour of the ASSIGNOR. That, the Lessor has granted its consent for Transfer and Assignment of Leasehold Rights enjoyed by the Assignor infavour of Assignor. The Lessor has issued its written consent for such Transfer and Assignment under its letter No.73 dated 27-Jan-2020.
- 9) AND WHEREAS, M/s Geetanjali Infoparks has Constructed additional structures admeasuring 2462.40 Sq.M. thereby making total built-up area of 3665.33 Sq.M. Thus the consumed F.S.I. on aforesaid Plot was of 0.45. The Special Planning Authority (SPA) of the Lessor has issued fresh Occupancy Certificate to that effect under its letter No. MIDC/SPA/No.C 75512 Dt. 27-Oct-2020.
- 10) AND WHEREAS, Assignor further made an Application towards the Lessor for Subdivision & Transfer of Property bearing Plot No.E-42, admeasuring 8029

*M. M. M. S. Badgajar*

Sq.M. situated at Chikalhana Industrial Area, within the village Limits of Brijwadi, Aurangabad, Accordingly, the Lessor has sanctioned the Permission for Subdivision and Divide the above said Plot No.E-42 in 10 Plots & Transfer of above Sub-divided plots and accordingly, Lessor raised combined Demand Letter in favour of Assignor for recovery of Differential Premium vide No MIDC/RO(AURANGABAD)/ Chikalhana/LMS-339/75 on 20-Jan-2022 of Rs.16,43,500/- (Rupees Forty Six Lakh Forty Three Thousand and Five Hundred Only) out of which Assignee has paid his / her / their Share of Differential Premium for Rs.3,09,500/- (Rupees Three Lakh Nine Thousand Five Hundred Only) to the Assignor and accordingly the Assignor collected the Differential Premium from other Plot holders too and Paid to the Lessor, upon receipt of above demanded amount the Lessor has granted its Consent to Transfer the said Sub-Divided Plot and issued Transfer Order Vide Letter No. MIDC/RO(ABD)CHK/LMS/339/137 dated 10-FEB-2022

- 11) That, according to the said Subdivision the total Plot area is 8029 Sq.M. and out of that area admeasuring to the extent of 1455.92 Sq.M. is under Roads and area admeasuring to the extent of 6573.08 Sq.M. is under Plots.
- 12) That, the Assignee was searching for Industrial Plot for business and as such the Assignee approached to Assignor and requested to Assign the Leasehold Rights of Sub-divided Plot No.E-42/3, admeasuring 457.50 Sq.M., out of Plot No.E-42, situated at Chikalhana Industrial Area, within the village Limits of Brijwadi, Aurangabad and the Assignor is also willing to Assign the Leasehold Rights of the above said Plot infavour of Assignee.
- 13) AND WHEREAS, the Assignor has assured and represented that they have not created any sort of Third Party interest by way of mortgage, Transfer whatsoever in respect of the said Plot No.E-42/3 and they are fully competent to Transfer the Leasehold Rights of the said Plot infavour of the Assignee.
- 14) The Assignee has gone through all above referred, such other, related deeds & Documents, further detail contents of the same, upon his totally fully satisfaction only about present title of this property, he / she / They requested Assignor to allot Sub-Divided Plot No.E-42/3 admeasuring 457.50 Sq. M. which is more specifically described in Schedule-B hereunder, to that Assignor agreed, consented for the same, on following discussed, agreed & accepted terms and conditions: AS:

  S Badayyar



**NOW THIS AGREEMENT WITNESSED AS FOLLOWS:**

That, Assignor agreed to Sub-Lease Plot No.E-42/3, Situated at MIDC Chikalhana, admeasuring 457.50 Sq. Mt. i.e. more specifically described in Schedule-B to Assignee for mutually agreed composite consideration of Rs.62,00,000/- (Rupees SIXTY TWO LAKHS Only) out of said consideration amount, Assignee paid sum of Rs.11,00,000/- (Rs. ELEVEN LAKHS only) to Assignor as under:

Sr. No.	Date	Bank's Name	Mode	Instrument No.	Amount (Rs.)
1.	04/11/20	SBI	CHEQUE	368186/368187/368188	450000/-
2.	01/12/20	SBI	CHEQUE	368189	150000/-
3.	11/02/21	JALGAON JANTA SAHAKARI	RTGS	JJSBR0211042709980032	100000/-
4.	12/02/21	JALGAON JANTA SAHAKARI	RTGS	JJSBR52021021142709992	200000/-
5.	12/02/21	JALGAON JANTA SAHAKARI	RTGS	JJSBR52021021142709907	200000/-
<b>Total:</b>					<b>1100000/-</b>

As such, Assignor do hereby acknowledges receipt of the same as earnest amount. Remaining amount of consideration of Rs.51,00,000/- (Rupees Fifty One Lakh Only) will be paid by Assignee to Assignor as under:

Sr. No.	Stage of Payment	Date	Amount (Rs)
1.	At the time of Registry	Before 18/06/2022	51,00,000/-
<b>Total:</b>			<b>51,00,000/-</b>

2. The Assignor hereby assured that, it is the absolute Leaseholder possessor of the above said property and is in possession of the said property & has having the right to sub lease the said property to any one.
3. The Assignor doth hereby covenant with the Assignee that, it has full power and absolute & right to grant, convey, sub-lease of the said property. AND

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- the Assignor has not executed any other Agreement to Sub Lease or lease deed, Sublease Deed, Mortgage Deed or any other documents related above said property in favour of anybody before this agreement.
4. The Assignor has assured that, the property is no way concern with any other person, relative and the Assignor is only the legal Lease holder and Possession and having full right to lease out the above said property AND WHEREAS, the Assignor has further assured that the property is free from all Encumbrances, charges, Liability of anyone or anywhere. That further assured that the property is not involved in any dispute or in any litigation either litigation either civil or criminal or any other & if in future any dispute arises regarding the property then the Assignor will clear if (all the dispute) at their own cost.
  5. The Assignor hereby assured that, they will sign & execute all the necessary Documents required for transfer the said property favour by the Assignee or in the name of person as suggested by the Assignee and to further assured that, it will help to get complete all procedure of transfer the aforesaid Property in favour of Assignee or in favour of Person / Firm / Company suggested by the Assignee.
  6. The Assignor has paid all the Taxes, Dues, Duties, Electric Charges, Water Charges & all other Dues towards Govt. and Semi Govt. Authorities. The Assignor also confirms that, he shall continue to pay the same till the date of Sub-Lease Deed.
  7. The Assignee will use and occupy their property under Lease in such manner that, no obstruction or interference will be caused to the occupier of the remaining plots.
  8. That, this is agreed between both the parties all the expenses related to Transfer i.e. MIDC Transfer Charges, Stamp Duty & Registration Charges will be borne by the Assignee.
  9. That, both executants of this Agreement once again agree, accepts, confirms, declares and undertakes that: Contents of this Agreement have been drafted / narrated on the basis of best of facts to and our knowledge & memory, as per our joint instructions. Some have been read over by us, discussed and very much understood & found to be true & correct to the best of our personal belief, memory & knowledge. We both agree & undertake to abide by Terms & Conditions of this Deal & as mentioned in this Agreement, moreover as per Understanding developed during meetings held for issue of this Sub-Lease of Plot. In any case this deal should not be treated as Partnership, Joint-venture, Financing Agreement or a Mutual Understanding between both executants. This Agreement is signed by persons being

*[Signature]*

*[Signature]* S. Balraj

authorized to enter into deal & execute such required Agreements, Deeds & Documents, hence entering, without any coercion, force, influence, pressure or threats, in presence of following Witnesses, who testify as such.

#### SCHEDULE 'A'

All that piece and parcel of Property bearing Plot No.E-42, admeasuring 2029 Sq.M., situated at Chikalhana Industrial Area, within the village Limits of Birajwadi, Aurangabad and bounded as follows:

TOWARDS EAST - Plot No.E-43  
TOWARDS WEST - Plot No.E-41  
TOWARDS NORTH - 30.5 Mtr. Wide MIDC Road ...and...  
TOWARDS SOUTH - Plot No.E-26

#### SCHEDULE "B"

All that piece and parcel of Leasehold Rights of sub-divided Plot No.E-42-3 admeasuring 457.50 Sq.M., situated in Chikalhana Industrial Area, within the village Limits of Brijwadi, Aurangabad and bounded as follows:

TOWARDS EAST - Plot No.E-41-1 and Plot No.E-41-3  
TOWARDS WEST - 15 Mtr. Wide Road  
TOWARDS NORTH - Plot No.E-42-2 ...and... Plot No.E-42-1  
TOWARDS SOUTH - Plot No. E-42-4

IN WITNESS WHEREOF – BOTH PARTIES – ON THEIR ACCEPTANCES & SATISFACTION ONLY – HAS PUT THEIR HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN, IN THE PRESENCE OF TWO WITNESSES – ON THIS AGREEMENT TO SUB-LEASE UPON RECEIPTS OF AGREED PAYMENT – AS CONFIRMED & COMMITTED HEREBY.

WITNESSES:

Yashod Deemansi Jawanjale  
Aurangabad  
R/o: Aurangabad

EXECUTANTS / ASSIGNOR:  
For: M/s GITANJALI INFOPARKS,

For: GEETANJALI INFOPARKS  
Chandra Kant

CHANDRAKANT MANUMANDAS MALPANI

Sun S Badgajav



Authorised Partner

ASSIGNEE:  
FOR: M/s NIRMAL ENTERPRISES,

Dilip S. Ahirde  
R/o: Aurangabad

**NIRMAL ENTERPRISES**

MRS. SEEMA VINAYAK BHAWARAY  
PARTNER PARTNER PARTNER

**NIRMAL ENTERPRISES**

MRS. SANGITA JINTENDRA BADGUJAR  
PARTNER PARTNER PARTNER



**BEFORE ME**

Vinod Bagadiya  
14-6-2022  
ADV. VINOD BAGADIYA  
NOTARY GOVT. OF INDIA  
AURANGABAD, REGD. NO. 5642

**ADV. VINOD BAGADIYA**  
(B.Sc , LL.B.)  
NOTARY GOVT OF INDIA  
SANPATI GALLI NEW BALAJI NAGAR  
JALNA ROAD AURANGABA  
REGD NO 5642

