

30/23/202

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Thousand only) to be paid by Assignee on or before 7th October 2021 towards payment of tax at source (TDS) applicable as per the Income-tax Act 1961 to the credit of central government on account of Assignor, being the entire lumpsum consideration, the Assignor hereby assigns in favour of the Assignee the Assignor's leasehold rights on 'as is where is basis' for the residue period of the Lease Deed dated 21st September 1978 in the said Property i.e. Plot No. D-5 admeasuring in all 12,093.00 sq. meters situated in the Additional Jalgaon Industrial Area, Jalgaon, Maharashtra and more particularly described in the Schedule hereunder written together with structures standing thereon.

3. The Assignee shall pay sum of Rs 9,50,000/- (Rupees Nine Lakh Fifty Thousand only) towards payment of tax deducted at source (TDS) to the credit of central government on account of Assignor, at the applicable rates under the said Act on or before 7th October 2021 and shall indemnify and keep the Assignor's indemnified from and against all claims, demands, losses, cost, charges and expenses suffered or incurred by the Assignor as a consequence of any failure or non-compliance of the provisions of the said Act and the rules framed thereunder by the Assignee.
4. The Assignor has represented that the Assignor has lease hold rights in the said property as provided in the lease deed dated 21/09/1978 and the same is free from all encumbrances whatsoever and intended to be Assigned hereby and competent to enter into this Deed of Assignment on the terms and conditions mentioned in the lease deed dated 21/09/1978.
5. On execution of this Deed, the Assignor has handed over the said Property on 'as is where is basis' together with structures standing thereon to the Assignee.



For Estrela Batteries Ltd.

Director.

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6. The Assignee shall now use, occupy and enjoy the said Property together with structures standing thereon for the residue period of the said Indenture of Lease dated 21st September 1978 without any interruption and annoyance from the Assignor or any person or persons/body or persons claiming through, under or in trust for the Assignor.
7. The Assignor has assigned all their rights and interests in the said Property together with structures standing thereon absolutely in favour of the Assignee, including all their rights and interests to get the said lease renewed for any further term from MIDC and henceforth the Assignee shall be entitled to all further renewal of the term of lease of the said Property from the MIDC.
8. The Assignors have assigned all their rights, interests, claims, title & demand in the said Property and structures standing thereon arising out of the said Indenture of Lease dated 21st September 1978 or otherwise, absolutely in favour of the Assignee.
9. The Assignor has handed over to the Assignee with all its title documents in respect of the said Property together with structures standing thereon.
10. The Assignor confirms that all the dues, labour charges, Government dues, taxes, water charges, municipal taxes and electricity charges etc. in respect of the said Property including in respect of the structures standing thereon, have been fully paid up to date and there is no outstanding sum payable to any authorities. The Assignor indemnifies to the Assignee to settle all outstanding Bills, if any, of above charges in respect of said Property including in respect of the structures standing thereon up to the date hereof.



For Estrela Batteries Ltd

Director.

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11. The Assignee, at its own costs, charges and expenses, shall obtain all necessary permission, consent, approval and/or NOC from MIDC and/or any authority or agency, for transferring the said Property in favour of the Assignee in records of MIDC.
12. The Assignor, at its own cost, shall co-operate in completing all the formalities towards transferring the said Property in favour of the Assignee in records of MIDC. It is however agreed and understood that the entire responsibility of getting the Lease of the said Plot transferred in the records of MIDC and/or other concerned authorities is that of the Assignee and the Assignor shall not be held responsible for the same.
13. The Assignor hereby covenants with the Assignee that the Assignor shall, at the cost of Assignee, execute all such further lawful acts, deeds, matters and things for more perfectly securing the assignment of Assignor's right under the said Indenture of Lease dated 21st September 1978 in favour of the Assignee.
14. The Assignor hereby represents to the Assignee that the said Property is not a subject matter of any suit or litigations or dispute or attachment and the Assignor has not created any third party interest of whatsoever nature on the said Property & if any such suit or litigations or dispute or attachment arises in respect of period prior to the date of this deed, in that situation, it will be sole responsibility of Assignor to resolve same at its own cost & they shall keep Assignee indemnified against any such dues, suit or litigations or dispute or attachment.
15. The Assignee shall pay all future charges, taxes and levies for the use and occupation of the said property as also the enjoyment of the facilities and amenities provided thereto from the date hereof & if



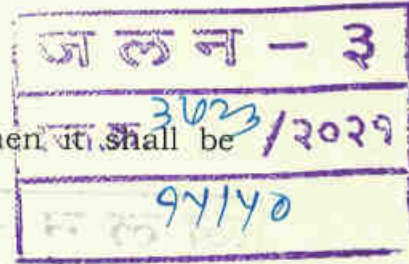
For Estrela Batteries Ltd.

Director.

ज ल न - ३
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any past dues, other than that of MIDC, arise then it shall be responsibility of Assignor to pay same.



16. All costs, charges, charges, expenses, stamp duty, registration charges of this Deed of Assignment of lease hold right from Assignor to the Assignee will be borne and paid by the Assignee only.
17. This Deed shall be governed in accordance with the Laws of India. In case of any dispute/s or difference/s arising between the Parties in connection with any matter relating to this Deed then the same shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of Sole Arbitrator who will be a Retired Judge of a Bombay High Court or Supreme Court of India. The Arbitration Proceedings will be completed within a period of 4 months from appointment of the Arbitrator and the place of Arbitration shall be at Mumbai and it shall be conducted in English language. The decision of the sole arbitrator shall be final and binding on the Parties.



SCHEDULE

All that piece and parcel of Plot of Land known as Plot no. D-5 admeasuring 12,093 sq. meters in the Additional Jalgaon Industrial Area within the Village limits of Mehrun, Taluka and Registration Sub District Jalgaon together with buildings and structure standing thereon and bounded as follows,

- On or towards East :- Estate Road
On or towards West :- Transmission Line
On or towards South :- Estate Road
On or towards North :- Plot no. D-4

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and the seals in this indenture on the day and year hereinabove written..



For Estrela Batteries L.


Director.

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दस्त.क्र. 303/2029
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जालन - ३
 दस्तावेज क्र. 3073/2029
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SIGNED AND DELIVERED by the
 within named "ASSIGNOR"
M/S ESTRELA BATTERIES LIMITED
 through its authorized signatory
For Estrela Batteries Ltd.

Mr. Himmatlal Rajmal Jain.....
Director.

COMPANY SEAL

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ESTRELA BATTERIES LIMITED MUMBAI

in the presence of :

1. Name VIRENDRA RAJ SINGHVI Signature *Virendra*
2. Name SAURABH M. DOCTOR Signature *Saurabh*

SIGNED AND DELIVERED by the
 With in named "ASSIGNEE"
M/S. ASHTAVINAYAK ENTERPRISES
 Through Its Partners

MR. AMARLAL PARAMAND KHATRI.....
 (Partner)

Ashtavinayak Enterprises
Partner

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MR. PRESBIT SUBODH SETH.....
 (Partner)

Ashtavinayak Enterprises
Partner

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