

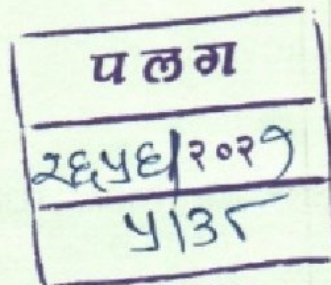
हकिमियत प.क. २९/२०-२२

हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या
नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी
नोंदणी अधिकाऱ्यासमोर दाखल झाल्यात, नोंदणी अधिनियम
१९०८ च्या अधिनियमातील तरतुदी नुसार नोंदणी अधिकारी दस्त

नोंदणीची कार्यवाही करतील." या कार्यालयाच्या हकिमियत प.क. २९/२०-२२
१६६७/२१ दि. २०/१०/२१

दि.....

मुद्रांक जिल्हाधिकारी
वर्ग



DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT

made at Pulgaon on this 25th day of
October - 2021

BETWEEN

M/s WHEELS INDIA LIMITED, a
Limited Company incorporated under the
Companies Act - 1956 (No. 1 of 1956) vide its
Registration No. 4175 @ Madras, dated 28th Day
March 1961, and having its Registered office at
21, Pattulos Road, CHENNAI- 600 002 through
its Authorised Representative Mr.R Raghunathan
(CFO) aged about 52 years, Occupation Service
presently residing at No.16, second street, new
colony, adambakkam, Chennai -600088 duly
authorized by the Company vide resolution



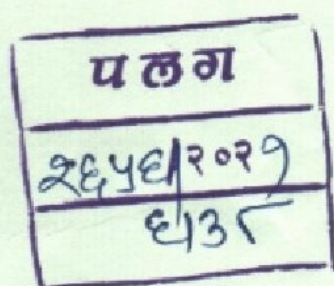
passed in the Board Meeting of company dated 29th Day of March ,2021 herein after referred to as **"THE ASSIGNOR"** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"THE ASSIGNOR"** as well as his assignees successors, administrators, authorized representatives, legal heirs, executors transferees etc.) of the **FIRST PART.**

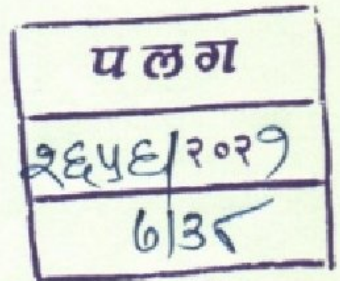
Company PAN No.: AAACW0315K

IN FAVOUR OF: -

M/s ZETWERK MANUFACTURING BUSINESSES PRIVATE LIMITED (CIN - U74999KA2017PTC128777) a Private Limited Company incorporated under the Companies Act - 1956, on 06 day of December 2017, and having its Registered office at The Oriental Towers, No.461, 1st Floor, 17th Cross Road, 4th Sector, HSR Layout, Bengaluru, Karnataka - 560102 through its acting Authorised Representative , **Mr. Keshav Damani**, aged about 28 years, Occupation Service, presently residing at CB-804 Salarpuria greenage Near Oxford College Bengaluru-560086 duly authorized by the Company vide resolution passed in the Board Meeting of dated 10th Day of March ,2021 herein after referred to as **"THE ASSIGNEE"** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"THE ASSIGNEE"**, as well as its assignees successors administrators, authorized representatives, legal heirs, executors transferees etc.) of the **SECOND PART:**

Company PAN NO: AABCZ1506C





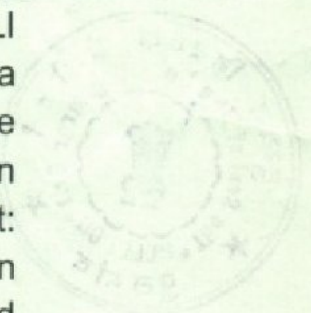
WHEREAS, By an Indenture of **Lease Deed** dated **11th Day of April, 2011** made between **MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION** a Corporation constituted under the Maharashtra Industrial Development Corporation Act.-1961 (MAH - III OF 1962) having its principal office at Orient House Mangalore Street Ballard Estate Mumbai-400038, (therein called the "**Lessor**") of the **ONE PART AND M/S WHEELS INDIA LIMITED** a Limited Company Incorporated under the Indian Companies Act. 1956 (No. 1 of 1956) vide its registered Office at 21, Pattulos Road, CHENNAI - 600 002 hereinafter called "**the Lessee**" of the **OTHER PART**, and lodged for registration in duplicate with the Sub Registrar of Assurance, Pulgaon under Serial No. 1104 / 2011 (26/26) on 9th day of May-2011 all that piece of land Building and premises situated at Plot No.D-3 admeasuring 1,20,000.00 Square Meters in DEOLI INDUSTRIAL AREA of the Maharashtra Industrial Development Corporation. within the Village Limit of DEOLI and Taluka Registration Sub District Pulgaon and Registration District: WARDHA and more particularly described in the schedule there under written were demised by the Maharashtra Industrial Development Corporation unto the Lessee for the terms of **95 years** computed from the 1st Day of Jan, 2009 renewable as therein provided under the terms and conditions in the said Lease contained. The Assignee agrees that the Lease of the said plot, shall be continued for period of **95 years** computed with effect from 1st Day of Jan, 2009 as mentioned in the original **Lease Deed**



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executed by Maharashtra Industrial Development Corporation with the Assignor.

WHEREAS, by an Agreement of Lease executed on 1st Day of June, 2009 between the Maharashtra Industrial Development Corporation and the Lessee.

WHEREAS as per the terms and conditions of the said Agreement of Lease, the Assignor has raised construction over the said plot and has obtained Building Completion certificates (BCC) from the Maharashtra Industrial Development Corporation as under-

- 1st BCC granted on 20th Day of Jan, 2010 vide letter no DB/Plan/86/2010 for 12495.988 sq. mtrs.
- 2nd BCC granted on 16th Day of May, 2011 vide letter no. DB/Wardha/804/2011 for 15639.265 sq. mtrs.
- 3rd BCC granted as per Sanction Letter dated 1st Day of Oct, 2019 vide letter MIDC/APP/ Plan/IFMS/D-2607/2019 for 16352.76 sq. mtrs

WHEREAS in pursuance of the BCC, the total construction made by the ASSIGNOR on the said Plot no. D-3 is 16352.76 sq. mtrs.

AND WHEREAS, the assigner is the original allottee of Plot No. D-3 admeasuring 1,20,000.00 Square Meters in Deoli Industrial Area with built up area of 16352.76 Sq mts. The Assignor has decided to Assign transfer and assure its Lease hold rights / interest in the said Plot No. D-3 with Built up area of 16352.76 Sq mts under the said Lease in - favor of the Assignee for

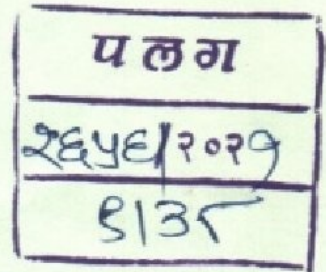
consideration of
crores only) (Value of Building

+ Value of land
and the

said amount has been paid by Assignees to
Assignor in the manner hereinafter written: -

1) Rs.

Being the amount
Paid vide Cheque
No.000199 dated
18.02.2021 of HDFC
Bank Ltd. by the
Assignee to the
Assignor on 18-02-
2021 towards part
payment of sale
consideration.



2) Rs.

Being Paid through
Demand Draft On
the Day of Execution
of this Deed. Copy
Attach



Rs.

TOTAL AMOUNT

The above amount is exclusive of applicable
Goods and Services Tax Act, 2017 and applicable
TDS as per applicable laws,

AND WHEREAS, if the Assignee (purchaser) fails
or neglects to pay the balance purchase
consideration / price to the Assignor, the Assignor
shall be entitled to claim and receive an interest @
12% per annum on the unpaid balance purchase



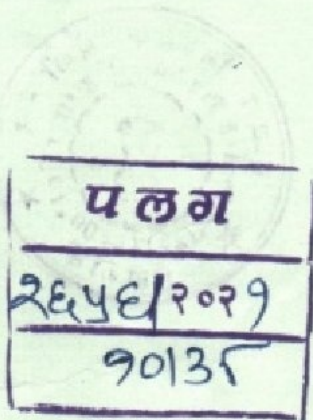
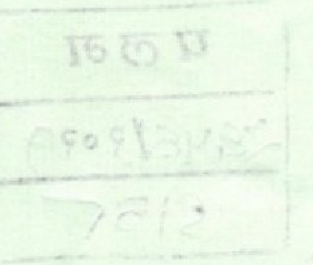
price from the date of default till the date of actual payment thereof from the Assignee and the same shall be legally binding upon the Assignee as per law.

AND WHEREAS, The Assignor thus hereby acknowledges the receipt of the above said amount of **Rs.**

towards **full and final payment** (i.e. Acknowledgement of Consideration)

AND WHEREAS, M/S WHEELS INDIA LIMITED (**THE ASSIGNOR**) has requested the "LESSOR" to issue transfer order / consent letter in favor of the Assignee vide its letter dated 28th Day of April, 2021. The Assignee has also requested to the Lessor to issue transfer order / consent and submitted all the required documents to the Lessor. Both the Assignor and the Assignee have requested to the Lessor to grant consent for transfer and assignment of Leasehold rights under the said Lease in the said plot bearing **D-3** in Deoli Industrial Area District: Wardha (which is more particularly described in schedule hereunder) along with the built up area in favour of the Assignee. The Lessor granted its consent for transfer and assignment of the Lease hold rights in land and Building of the assignor under the said Lease in the said Plot No. D-3 in favour of The Assignee vide office order No. MIDC/ RO(NGP) / DGC / LMS-104/1599/2021 dated 28th Day of June ,2021 on the terms and conditions mentioned in the said order and also subject to the payment of

towards **Differential Premium** which was duly paid by the Assignee vide Receipt No. GL22146355 dated



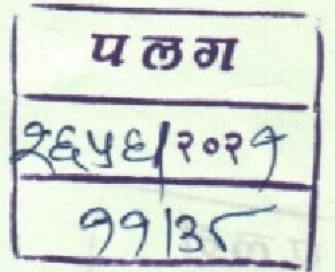
24th Day of June, 2021 to the Lessor.
(Maharashtra Industrial Development Corporation)

WHEREAS, the Assignor named above is the absolute Original allottee of the Land i.e. all that piece and parcel of land bearing Plot No.D-3 admeasuring **1,20,000.00** Square Meters with construction of built up area **16352.76** Square Meters in Deoli Industrial Area District : Wardha (Occupancy Certificate Granted as per Sanction Letter dated 01.10.2019 vide letter MIDC/APP/Plan/IFMS/D-2607/2019 for 16352.76 sq. mtrs) within the Village Limit of DEOLI and outside the Limits of DEOLI Municipal Council in Rural Area Tahsil : DEOLI & District: WARDHA.

This Deed of Assignment is being executed in pursuance of the said consent letter dated 28th day of June - 2021 of the Lessor to make the Transfer operative for Assignor to deliver to the Assignee the actual physical possession of the said plot bearing No. D3 admeasuring 1,20,000.00 Square Meters in DEOLI Industrial Area, District: WARDHA along with the constructed work shed having built up area 16352.76 Sqr. Mtrs. in the manner hereinafter mentioned

NOW THEREFORE, THIS DEED OF ASSIGNMENT OF LEASE WITNESSETH AS UNDER: -

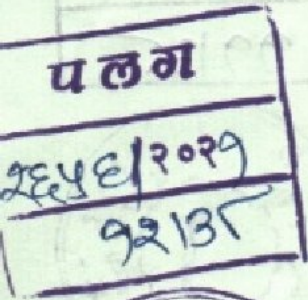
- 1) In pursuance to the said consent order dated 28th Day of June, 2021 and for the consideration received as aforesaid, The Assignor doth hereby absolutely, wholly & completely assign, assure and transfer unto the Assignee all



the rights, title, interest in respect of the Plot No. D - 3 admeasuring 1,20,000.00 Square Meters along with the building constructed thereupon or there about in the DEOLI Industrial Area within the Village Limits of DEOLI Taluka and Registration Sub District Pulgoan and Registration District Wardha more particularly described in the schedule here under written and comprised in and demised by the indenture of **Lease Deed** dated **11th Day of April, 2011** to have and to hold the said land hereafter mentioned and premises hereby assigned, assured and transferred to and for the use and benefit of the Assignee for all the residue for the un-expired term of **95 years** subject however in the payment of all rates, rents, taxes, assessments service charges and dues now chargeable upon the same or hereafter to become payable to the Lessor or any other legal body in respect thereof and subject to the rights to be reserved under the said Lease in respect thereof and observance and performance of the covenants and conditions of the said Lease.

2) THAT, The Assignor do and each of them doth hereby covenant that the Lease hold rights in the said property have not at any time been forfeited or surrendered or become void or violable. The Assignor has good title right and full power and absolute authority in respect of the subject property and Assignor hereby transfer assign and grant the said Leasehold rights in the said Plot No. **D-3 in Deoli Industrial Area along with the building constructed thereupon** to the Assignee.

3) THAT, the Assignor has not done any act knowingly and within suffered to the contrary



or been a party to any act deed or thing whereby the demised premises or any part thereof has or may be affected or encumbered in title, estate or whatsoever or otherwise howsoever, whereby the Assignor is in any wise hindered from Assigning and transferring the said premises or any part thereof unto the Assignee in any manner aforesaid.

4) THAT, the Assignor and all persons lawfully or equitably claiming or entitled to claim any estate right, title or interest into and upon the demised premises or any part thereof shall sign execute, make and do or cause to do and procure to be signed, executed made or done such documents papers and writings required by the Assignee for further or more perfectly assuring the demised premises UNTO AND TO THE USE of the Assignee as shall be reasonably required for the better and more perfectly assuring the demised premises unto the Assignee for the unexpired residue of the said term of **95 years** created under the said Lease.

5) THAT, the Assignee shall and may at all times hereafter during the residue for the unexpired of the said term of **95 years** created by the said Lease and in the manner aforesaid peaceably and quietly possess and enjoy the demised premises and receive the rents and profits thereof and every part thereof for its own use and benefit and without any suit or any lawfully or equitably claiming under or in Trust for it AND THAT, free and clear and absolutely acquitted exonerated and forever discharged or otherwise by the Assignor well and sufficiently saved defended and kept harmless and indemnified of from and against

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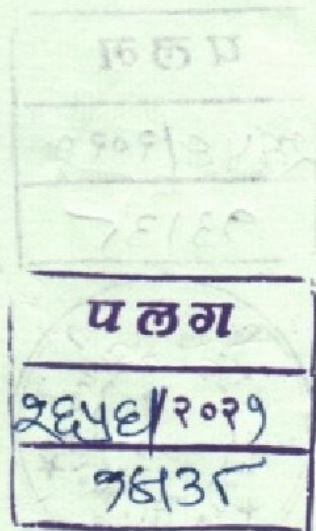


all former and other estate title charges dues, liabilities and encumbrances whatsoever had made executed occasioned or suffered by the Assignor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for it.

6) THAT, the Assignee doth hereby covenant with the Assignor that the Assignee shall and will at all times hereafter during the residue and un-expired of the said term of **95** years pay to the Lessor the yearly rent reserved and observe the conditions contained in the said Lease and henceforth on the part of the Assignee as the Lessee to be observed and performed including making payment of rents taxes, cess, charges etc. of Government / Local Bodies and shall and will at all times hereafter keep indemnified The Assignor and the Assignee and its heirs estate and effects from and against the payment of the said yearly rent and observance and performance of the covenants and conditions reserved by and contained in the said Lease and all actions, claims and demands whatsoever for or on account of the same or in anywise relating thereto.

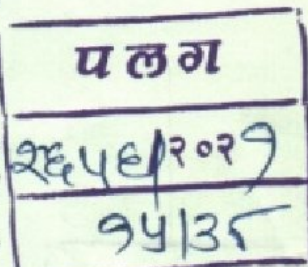
7) THAT, the Assignee shall abide by the terms, conditions and covenants contained in the **Lease Deed** dated 11th day of April 2011 executed by the Lessor (MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION) in favor of the Assignor.

8) THAT, the property hereby agreed to be assigned 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, the same shall not annual this agreement / contract but all the same such statement, error or omission will always subject to correction by the Assignor and the Assignee.

9) THAT, the property agreed to be assigned will be free from all encumbrance whatsoever and also shall be free from payment of all statutory, legal and financial dues & compliances applicable directly and / or indirectly pertaining to this property and other dues of local authority and all other outgoing etc. levied on the property hereby agreed to be assigned and payable by the Assignor up to the date of registration of this Deed of Assignment. The Assignor has produced the clearance certificate / documentary evidence from concerned authorities to the satisfaction of the Assignee.



10) THAT the Assignee shall bear all the expenses such as stamp duty, Registration charge, lawyer's fees and miscellaneous expenses towards the registration of the said property.



11) THAT, the said property is not mortgaged gifted, sold anywhere, if found the Assignor will be solely responsible for the refund of the amount paid by the Assignee with interest of 12 % per annum.

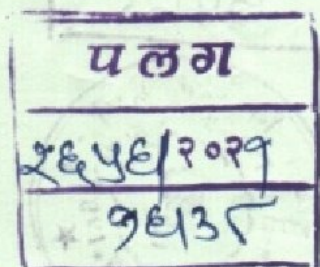
12) THAT, the Assignor has paid all dues on account of Government and / or Semi Government Department relating to the said property before execution and registration of this final Deed of Assignment.



14) THAT, the Assignor shall clear all dues of Gram Panchayat and Maharashtra State Electricity Distribution Company Ltd. in respect of the said property which had accrued till the date of execution and registration of this Deed of Assignment irrespective of the fact whether the demand for the same was made before or is made subsequently after the execution and registration of this Deed of assignment.

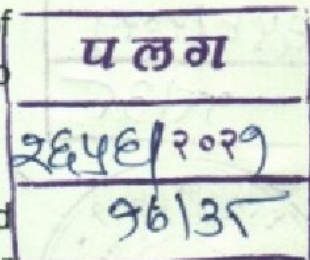
15) THAT, the Assignor has discharged all dues with respect to all assessments, nonagricultural assessments, taxes, revenue charges, cesses, water charges and all other outgoing etc. levied on the property hereby agreed to be sold / transferred, as also tax payable by the Assignor up-to date of execution and registration of this Deed of Assignment.

16) THAT, the Assignor shall be responsible and liable to clear to all dues, demands and charges pertaining to the said property up-to date of execution and registration of this Deed of Assignment thereafter it shall be the responsibility and liability of the Assignee.



17) THAT, the Assignor has not committed any act of commission or omission prior to this transaction whereby any third party right, interest or claim is generated against the said property or any part thereof or as a result of which the Assignor is restrained from entering into this transaction.

18) THAT, the Assignee shall be entitled to get the Leasehold rights extended for further period as per the norms with the Maharashtra Industrial Development Corporation after the expiry of the lease period presently applicable.



THE SCHEDULE OF PROPERTY.

All that piece and parcel of Land bearing Plot No. D-3 in DEOLI Industrial Area within the Village Limit of DEOLI ^{4,12,01} and outside the Limit of DEOLI Municipal Council in Rural Area. Taluka DEOLI, Registration sub district Pulgoan and Registration District: Wardha containing by ad measurement 1,20,000.00 Square Meters, along with Building appurtenant there upon consisting of total Buildup area 16352.76 Square Meters thereon as per Building Completion Certificate (Occupancy Certificate Granted by Deputy Engineer Maharashtra Industrial Development Corporation Sub Division WARDHA as per Sanction Letter dated 1st Day of Oct, 2019 vide letter MIDC/APP/ Plan/IFMS/D-2607/2019 for 16352.76 sq. mtrs

PIN Code :



On or towards the North by : MIDC Land
 On or towards the South by : 25.00 Mtrs Road
 On or towards the East by : M.I.D.C. Boundary
 On or towards the West by : 45.00 Mtrs. Road

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IN WITNESS WHEREOF THE
 ASSIGNOR AND THE ASSIGNEE herein above
 named have here to set their respective hands
 and signed this DEED OF ASSIGNMENT at
25/10/2021 in presence of the attesting witnesses
 signing as such on the day month and year First
 above written: -

THE ASSIGNOR :-

SIGNED AND DELIVERED BY
The above named Lessee (Transferor)

The Common Seal of the above named Assignor
M/S. WHEELS INDIA LIMITED a Limited Company
 pursuant to Resolution of its Board of Directors
 passed in that behalf on 29th Day of March, 2021
 affixed in the presence Mr. Srivatas Ram Managing
 Director and Mr S. Prasad Directors of the Company
 and **Mr. R Raghunathan Authorised
 representative (CFO)** of the Company who in
 token having affixed the Company's Seal hereto,
 has set his hand/have set their respective hands
 hereto in the presence of witnesses: -



1) Signature:

Name: Mr. Srivats Ram (Managing Director)

2) Signature:

Name: Mr. S Prasad (Director)



Handwritten signature/initials.

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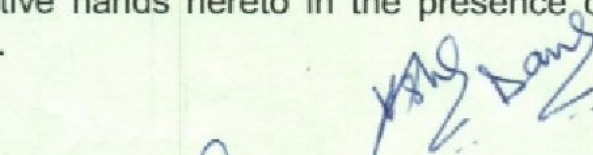
THE ASSIGNEE :-

SIGNED AND DELIVERED BY

The above named Transferees:-

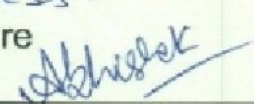
The Common Seal of the above named Licensee **M/S. ZETWERK MANUFACTURING BUSINESS PRIVATE LTD.** a Private Limited Company was pursuant in Resolution of its Board of Directors passed in that behalf on 10 day of March-2021 affixed hereto in the presence of Boards of Directors of the Company and **Mr. Keshav Damani authorised representative** of the Company who in token having affixed the Company's Seal hereto, has set his hand/have set their respective hands hereto in the presence of witnesses :-



1) Signature: 

Name KESHAV DAMANI

witnesses.

2) Signature 

Name ABHISHEK

2) K. Chandrasekar 