

(A172)

Mahape - Navi Mumbai

Deed of Assignment

M/s Shesha Sai Infra projects P.Ltd.

&

GEM Constructions

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eye 17000
9 22



MANAGER'S CHEQUE

VALID FOR SIX MONTHS FROM THE DATE OF ISSUE



Ref. No. 015912020730
DATE 08/02/2008

AC FIVE ONLY
NOT NEGOTIABLE
PAY JOINT SUE REGISTRAR THANE

RUPEES THIRTY THOUSAND ONLY

Rs. 30,000.00

OR ORDER

KIRAN - MUMBAI

HDFC BANK LTD.

MUMBAI ANDHERI WEST, LOKHANDWALA
MUMBAI - 400058

For HDFC BANK LTD.

[Signature]
AUTOFORGED SIGNATORIES

⑈019891⑈ 40024003⑈ 999991⑈ 12



Monday, February 11, 2008

4:57:27 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 986

दिनांक 11/02/2008

गावाचे नाव महापे

दस्तऐवजाचा अनुक्रमांक

टनन3 - 00946 - 2008

दस्ता ऐवजाचा प्रकार

भाडेपटाचे हस्तांतरण

सादर करणाराचे नाव: मे जेम कन्स्ट्रक्शन वर्क अथो भागीदार व स्वताकरीता विजय गिरचंदानी -

नोंदणी फी

:- 30000.00

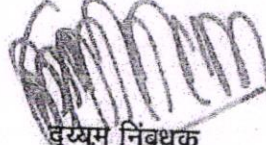
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 440.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)

एकूण रु. 30440.00

आपणास हा दस्त अंदाजे 5:12PM ह्या वेळेस मिळेल


दुय्यम निबधक
भाग 3

बाजार मुल्य: 80000000 रु. मोबदला: 80000000 रु.

भरलेले मुद्रांक शुल्क: 4000000 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;


बँकेचे नाव व पत्ता: एचडीएफसी बँक;

डीडी/घनाकर्ष क्रमांक: 019891; रक्कम: 30000 रु.; दिनांक: 08/02/2008



टनन-३
८४८ / २००८
३ - २२

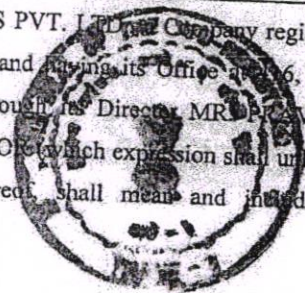
FRANKING DEPOSIT SLIP

 ICICI Bank Customer Copy	
Deposit By: <i>Chetan Kumar</i>	Date: <i>7/2/08</i>
Pay to: ICICI Bank Ltd. A/C Stamp Duty	
Franchising Value	Rs. <i>40000000</i>
Services Charges	Rs. <i>10</i>
Total	Rs. <i>40000010</i>
Name of Stamp duty paying party: <i>M/s Cem Constructions</i>	
DD / Cheque No. _____ Drawn on Bank <i>ADFL BANK</i> <i>219860 000058</i>	
Payment of Stamp Duty <i>49,00,000</i>	
Trans ID	(For Bank's Use only)
Franchising No.	<i>52395</i>
Officer	

DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT is made this 11th day of Feb. 2008
 BETWEEN M/S. SHESHA SAI INFRAPROJECTS PVT. LTD. a Company registered
 under the provisions of the Companies Act 1956 and having its Office at 6, J. K.
Chambers, Sector - 17, Vashi, Navi Mumbai through its Director MR. P. S. VEEN
SANKPAL, hereinafter referred to as THE ASSIGNOR which expression shall unless it
 be repugnant to the context or meaning thereof shall mean and include its

For ICICI Bank Ltd.
 Authorized Signatory
 Md. Saif U. Khan
 ICICI BANK LTD.
 SIGNWAL RESIDENCY,
 D.K. SANDHU MARG,
 CHEMUR (E), MUMBAI-400 071.
 D-5/SFP(V)/C.R.1011/12/2004
 /4/11 TO 424



भारत 42395
 149142
 SPECIAL REGISTER
 FEB 07 2008
 INDIA STAMP DUTY MAHARASHTRA
 R 4000000/- P85213
 12:25

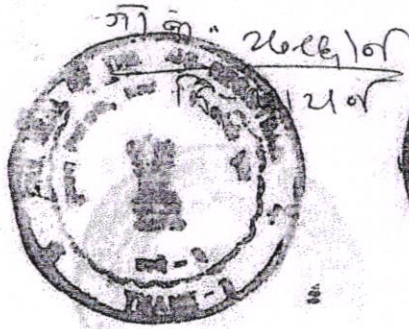
[Handwritten signatures]

द्वान-३
eye / 2000
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Received Adl. fee Rs 100/-
 vide challan No./Receipt No. 860 Date 21/10/8

[Signature]
 Collector of Stamps, Thane City

OFFICE OF THE COLLECTOR OF STAMPS
 No. 119/08
 This instrument is valid only for the purpose of stamp duty of Rs. 40,00,000/-
 Grouped Fourth class only
 The stamp duty of Rs. 25 (Rs. 25/-)
 There
[Signature]
 Collector of Stamps, Thane City
 MV- 80000000/-



धन एतद्दत्तं २१-१०-०८

administrators, executors and assigns) of the FIRST PART AND M/s. GEM CONSTRUCTION a partnership firm Indian partnership Act, 1932 having its office at 505, Shalimar Morya, Andheri Link Road, Andheri (W) Mumbai 400-053, through its authorised partner Mr Vijay Mirchandani hereinafter referred to as the ASSIGNEES (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivors of them and the heirs, executors, administrators and assigns of the last surviving partner) of the SECOND PART.

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WHEREAS THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, CORPORATION constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Mumbai - 400038 (hereinafter referred to as "MIDC") is the Authority declared for granting lease of Plots in the TRANS THANE CREEK INDUSTRIAL AREA, DIST - THANE for constructing Industrial Buildings.

AND WHEREAS 1) Mr. M. T. Kochukunju, 2) Mr. George Cherian, 3) Mr. M. K. Thomas and 4) Mr. M. K. Varghese Partners of M/S. RAY CONSTRUCTIONS (hereinafter referred to as "THE ORIGINAL LESSEES") has been granted a lease of a piece of land known as Plot No. A - 172 containing by admeasurement 4146 sq. mtrs. situated at TTC Industrial Area, within the village limits of Mahape, Tal. & Dist. Thane, (hereinafter referred to as the Said Plot/Property) by the MIDC vide an Agreement Lease dated 22nd January 1992 for such premium and upon such terms and conditions contained in the said Agreement.

AND WHEREAS the Original Lessee has constructed a building admeasuring about 868.272 sq. mtrs. Built up area on the said Plot NO. A - 172 and has obtained the building completion certificate from the MIDC (The said plot along with the said structure standing thereon is hereinafter referred to as the said property).

AND WHEREAS the MIDC executed Lease dated 18th December, 2000 registered with Sub Registrar Thane on 18th December 2000 under Serial No. 15525 in favour of the Original Lessee i.e. 1) Mr. M. T. Kochukunju, 2) Mr. George Cherian, 3) Mr. M. K. Thomas and 4) Mr. M. K. Varghese Partners of M / S. RAY CONSTRUCTIONS in respect of the said Plot.

AND WHEREAS the Original Lessee i.e. 1) Mr. M. T. Kochukunju, 2) Mr. George Cherian, 3) Mr. M. K. Thomas and 4) Mr. M. K. Varghese Partners of M / S. RAY CONSTRUCTIONS have agreed to sell / assign / transfer the said Property to M / S.

[Handwritten signatures]

SHESHA SAI INFRAPROJECTS PVT. LTD., hereinabove referred to as the Assignor, for such consideration and upon such terms and conditions as mentioned as mutually agreed between them and subject to obtaining necessary permission from MIDC in favour to the Assignors. The Assignor has paid the full consideration payable by the Assignor to the Original Lessees as per the terms as mutually agreed between them. / 2006

₹ 22

By Clause 2 of the Said Agreement of lease, it was inter alia provided as follows:

“Not to assign the demised premises for the whole of the term hereby granted without the previous consent in writing of the Assignor his heirs, executors, administrators and assigns, which consent shall not be unreasonably withheld”

AND WHEREAS The MIDC has vide letter dated 18-10-2007 granted permission for transfer of the said plot of land with structures standing thereon to the assignor for an assignment to them of the said demised premises for the remaining term of Lease free from all encumbrances.

AND WHEREAS the Original Lessee and the Assignor have executed a Deed of Assignment dated 17th December, 2007 recording the terms & conditions of the Assignment of the said plot by the Original Lessee in favour of the Assignor. The Deed of Assignment dated 17-12-2007 is registered with the Sub Registrar of Assurance under serial no 7962/2007 dated 17-12-2007.

AND WHEREAS in the circumstances the Assignor is the New Lessee of the said plot with structures standing thereon .

AND WHEREAS the Assignor had approached the Assignee to sell, transfer and Assign the said premises on lease and Subject to obtaining permission from Maharashtra Industrial Development Corporation.

AND WHEREAS the Assignors vide an Agreement for Assignment dated _____, have agreed to sell, transfer and assign the said plot of land on the terms and condition mentioned in the said Agreement for Assignment and subject to obtaining necessary permission from MIDC to the Assignees

AND WHEREAS the Assignees have paid the entire sale consideration in respect of the said plot of land under the said Agreement for Assignment and the Assignor have agreed to handover quiet, vacant and peaceful possession of the said plot of land along with the Structure standing thereon, against execution of power of Attorney / Deed of Assignment to be executed between the Assignors & Assignees.



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[Handwritten signatures]

AND WHEREAS The MIDC has vide letter dated _____ day of _____, granted permission for transfer of the said plot of land with structures standing thereon to the assignor for an assignment to them of the said demised premises for the remaining term of Lease free from all encumbrances at or for the price of Rs. 8,00,00,000/- (Rupees Eight Crore only) to be paid as mentioned hereinafter.

27-1-8
8/4/2000
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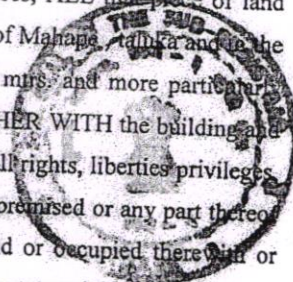
NOW THIS DEED WITNESSTH that in pursuance of the said agreement and in consideration of the sum of the Rs. 8,00,00,000/- (Rupees Eight Crore only) on or before the execution of this Deed as full & final payment of the entire consideration in the following manner :-

- i. Rs. 6,00,00,000/- (Rupees Six Crore only) shall be paid by the Assignees to the Assignor on or before the execution of this Agreement . (the payment and receipt whereof the said Assignor doth hereby admit, acknowledge and release, acquit and discharge the Assignees from the payment and receipt thereof and every part thereof),
- ii. Rs. 2,00,00,000/- (Rupees Two Crore only) to be paid by the Assignees to the Assignor at the time of execution of Deed of Assignment by the Assignor in favour of the Assignees and Registration thereof .

(The receipt whereof the Assignor doth hereby admit and acknowledge).

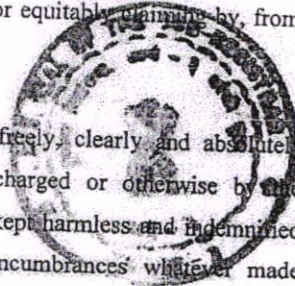
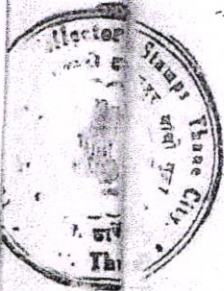
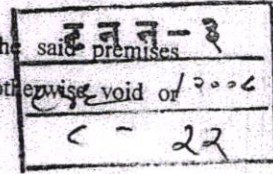
They the Assignors hereby assigns unto the Assignees, ALL that piece of land No. A-172 Situate in the TTC Industrial area Limit of Mahaga, Taluka and in the registration Sub - District of Thane, adm. 4146 sq. mtrs. and more particularly described in the Schedule hereunder written TOGETHER WITH the building and structures standing thereon AND TOGETHER with all rights, liberties privileges, easements and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or usually held or occupied thereon or belong or be appurtenant thereto AND all that estate, right, title, interest, property, claim, and demand whatsoever of him the Assignors in and to the said premises or any part thereof TO HOLD the said land and other the premises hereby assigned unto the Assignee in perpetuity subject to the payment of ground rent reserved under the said Agreement of Lease dated 22nd January 1992, Lease Deed dated 18-12-2000 read with Deed of Assignment dated 17-12-2007 and to the Performance and observance of the covenants and stipulations therein contained and on the part of the Assignees to be observed and performed and which henceforth on the part of the Assignee ought to be observed and performed.

[Handwritten signatures]



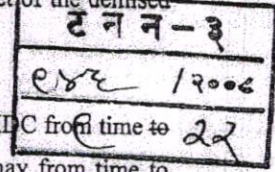
AND THE ASSIGNOR CONVENANTS WITH THE ASSIGNEE AS FOLLOWS:

- a) The said lease is now a valid and subsisting lease of the said premises hereinbefore expressed to be hereby assigned and is not otherwise void or avoidable.
- b) That all the rents reserved and the covenants by the MIDC and the conditions contained in the said Agreement of Lease dated 22nd January 1992, Lease Deed dated 18-12-2000 read with Deed of Assignment dated 17-12-2007 have been paid, observed and performed by the Assignors upto the date of these presents ;
- c) That the Assignors now have in themselves good rights and absolute power to assign the said premises unto the Assignee for the term and in the manner aforesaid subject to NOC from MIDC.
- d) That it shall be lawful for the Assignees from time to time and at all times hereafter during the said terms to peacefully and quietly hold, possess and enjoy the said plot of land with structures thereon, hereby assigned or expressed so to be with appurtenances on and subject to said Deed of Assignment dated 17-12-2007 and receive the rents, and profits thereof for their own use and benefit without any eviction, interruption, claim or demand whatsoever from or by the assignors or from or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them.
- e) That the said premises are free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Assignors well and sufficiently saved, defended, kept harmless and indemnified of from and against all estates charges and encumbrances whatever made executed occasioned or suffered by the Assignors or by any person or persons having or lawfully claiming by from, under or in trust for them.
- f) The Assignees with intent to bind all persons into whosoever hands the demised premises may come doth hereby covenant with the Assignor as follows:-
- i) During the said term hereby created to pay unto the MIDC said rent at the times of the days and in manner hereinbefore appointed for payments thereof clear of all deductions.



[Handwritten signatures]

ii) To pay all future taxes, rates, assessments and outgoings of every description for the time being payable by the Occupier in respect of the demised premises, and anything for the time being thereon.



iii) Throughout the said term hereby created to pay to the MIDC from time to time such recurring fees in the nature of services charges as may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Corporation Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the MIDC

iv) Not to make any excavation upon any part of the said land hereby demised nor remove any stone sand, gravel, clay or earth there from except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this Lease.

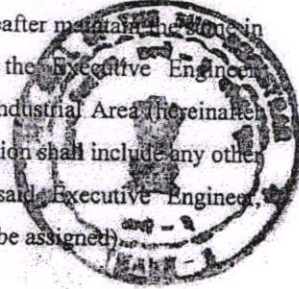
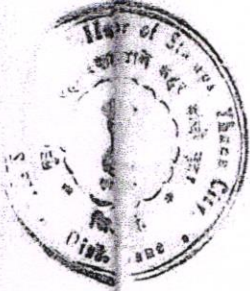
v) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

vi) The Assignees having at their own expenses constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Corporation in charge of said Industrial Area (hereinafter referred to as "The Executive Engineer" (which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

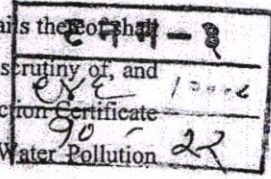
vii) The Assignees shall duly comply with the provisions of the Water Pollution Act, 1969 and the rules made there under as also with any conditions which may from time to time, be imposed by the Maharashtra Pollution Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify the MIDC against the consequences of any breach of non-compliance of any such provision or condition as aforesaid.

viii) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said building Regulations set out in the Second Schedule hereto.

[Handwritten signatures]



ix) That no building or erection to be erected hereafter shall be commenced unless and until specifications, Plans, elevations, sections and details thereof shall have been previously submitted by the Assignee in triplicate for scrutiny of, and be approved in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations.



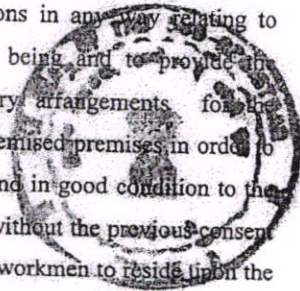
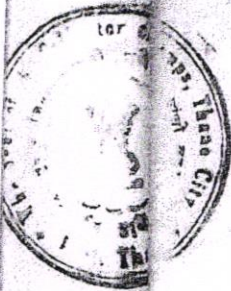
x) To indemnify and keep the MIDC against any and all claims for damages which may be caused to any adjoining buildings or other aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal Corporation or any Local Authority in respect of the said works, or of anything done under the authority herein contained.

xi) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to all bye-laws, rules and regulations of the Municipal Corporation or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

xii) To observe and conform to all rules, regulations and byelaws of the Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the laborers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfactions of the Executive Engineer and shall not without the previous consent in writing Executive Engineer, permit any laborers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with terms thereof.

xiii) That no alternations or additions shall at any time be made to the facade or elevations of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

xiv) To permit the MIDC or the Chief Executive Officer or the Executive Engineer and Officers, Surveyors, Workmen, or other employed by them from

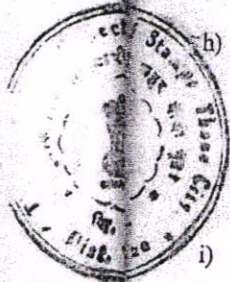


time to time and at all reasonable time of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Assignee call upon them to execute the repairs and upon their failure to do so within a reasonable time, the Assignor may execute them at the expenses in all respects of the Assignees.

Handwritten notes in a box: "to the Assignee call to do so within a 04 99 22"

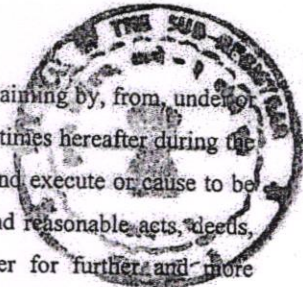
(xv) Not to do or permit anything to be done on the demised premises which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

g) The Assignor doth hereby covenant with the assignee that the Assignees paying the rent hereby reserved and performing the covenants hereinbefore on the Assignees part contained shall and may enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the MIDC or any person or persons lawfully claiming by from or under the Assignor.



h) The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Assignors shall be borne and paid wholly and exclusively by the Assignees.

i) That the Assignors and all persons having or lawfully claiming by, from, under or in trust for them shall will from time to time and at all times hereafter during the said term at the request and costs of the assignees do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for further and more perfectly and absolutely assuring the said premises hereby assigned or expressed so to be and every part thereof unto and to the use of the Assignees for the residue of the said term and in manner aforesaid as shall or may be reasonably required.



AND the Assignees doth hereby covenants with the Assignors that they the Assignees will henceforth during the said term pay the rents reserved by and perform all the covenants by the Assignees and conditions contained in the said Deed of Assignment dated 17-12-2007 and keep indemnified the Assignors and their estate and effects from the against the payment of the said rent and the observance and performance of the said covenants with MIDC and all actions, proceedings, costs, damages, claims, demands and liability whatsoever for or on account of the same or in anywise relating thereto.

Handwritten signatures at the bottom of the page.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF LAND KNOWN AS PLOT NO A-172 IN THE TRANS THANE CREEK INDUSTRIAL AREA, WITHIN THE VILLAGE LIMITS OF KHAIRANE AND WITHIN THE LIMITS OF NAVI MUMBAI MUNICIPAL CORPORATION, TALUKA AND REGISTRATION DISTRICT THANE CONTAINING BY ADMEASUREMENTS TO 4,146.00 SQ METRES OR THEREABOUTS AND TOGETHER WITH THE STRUCTURE STANDING THEREON BOUNDED BY RED COLOURED BOUNDARY LINES ON THE PLAN ANNEXED HERETO, AND BOUNDED BY :-

ON OR TOWARDS THE NORTH BY :- PLOT NO.A-173
 ON OR TOWARDS THE SOUTH BY :- PLOT NO.A-171
 ON OR TOWARDS THE EAST BY - MIDC LAND
 ON OR TOWARDS THE WEST BY :- ESTATE ROAD

SIGNED SEALED AND DELIVERED
 BY THE WITHIN NAMED "THE ASSIGNORS"
 M/S. SHESHA SAI INFRAPROJECTS PVT. LTD.,
 THROUGH ITS DIRECTOR MR. PRAVEEN
 SANKPAL AS AUTHORIZED BY THE
 RESOLUTION OF THE BOARD OF DIRECTORS
 DATED 11/1/08.

For SHESHA SAI INFRAPROJECTS PVT.LTD.

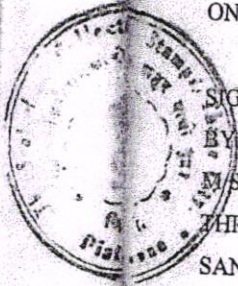
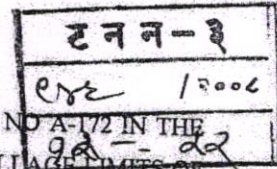
IN THE PRESENCE OF

- 1) MR. R.K. Patel.
- 2) MR. Suresh Sisodiya

SIGNED SEALED AND DELIVERED
 BY THE WITHIN NAMED "THE ASSIGNEE"
 M/S. GEM CONSTRUCTION A THROUGH
 THEIR AUTHORISED PARTNER
 MR VIJAY MIRCHANDANI
 IN THE PRESENCE OF

For M/S. GEM CONSTRUCTIONS

Partner



- 1) MR. M. Prusoff (MANJOTAN MARRF)¹⁰
 2) MR. Ajmera (SARDH AJMERA)

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९३ / २५
९३ - २५

RECEIPT

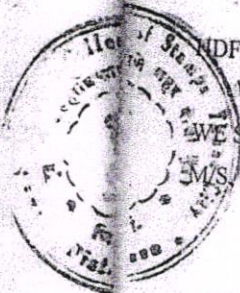
RECEIVED A SUM OF RS. 800,00,000/- (RUPEES ~~8~~^{EIGHT} CRORE ONLY) FROM THE ASSIGNEES, TOWARDS THE SALE PRICE TO BE PAID TO THE ASSIGNOR IN RESPECT OF PLOT NO. A - 172 ADMEASURING ABOUT 4146 SQ. MTRS. TOGETHER WITH THE BUILDING ADMEASURING 868.272 SQ. MTRS. BUILTUP AREA CONSTRUCTED THEREON SITUATED AT TTC INDUSTRIAL AREA, MAHAPE VILLAGE, TAL. & DIST. THANE.

[Handwritten signature]

BANK	AMOUNT	CHEQUE NO DATED
HDFC	RS. 50,00,000/-	BY RTGS NO 12-10-2007 H07285792632
HDFC	RS. 50,00,000/-	BY RTGS NO 12-10-2007 H07285792630

HDFC RS. 5,00,00,000/- 381255 19-12-2007
 HDFC RS. 2,00,00,000/- 013914 11-02-2008.

[Handwritten signature]



WE SAY RECEIVED
 M/S. SHESHA SAI INFRAPROJECTS PVT. LTD.,

For SHESHA SAI INFRAPROJECTS PVT.LTD.

[Handwritten signature]
 DIRECTOR
 MR. PRAVEEN SANKPAL



WITNESSES :

- 1) MR. M. Prusoff (MANJOTAN MARRF)
 MR. Ajmera (SARDH AJMERA)

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Regional Officer, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg., 2, Unit No.204, T.T.C. Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709.

No.MIDC/RO/MHP/TTC/A-172/

604

Date :

7 FEB 2008

Sub :- Trans Thane Creek Industrial Area
Plot No.A-172
Request for grant of consent for transfer of...

- Ref :- (i) Letters dated 18/12/2007, 15/01/2007 & 06/02/2008 from M/s.Shesha Sai Infraprojects Private Limited
(ii) This office letter No.MIDC/RO/Mahape/TTC/A-172/379 dated 25/01/2008.
(iii) Undertaking cum Indemnity Bond dated 06/02/2008 from M/s.Shesha Sai Infraprojects Private Limited and M/s.Gem Constructions.

ORDER

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Lease dated the 18th day of December 2000

Lessees :

- 1) Shri. M. T. Kochukunju,
 - 2) Shri George Cherlan,
 - 3) Shri M. K. Thomas and
 - 4) Shri M. K. Varghese
- Partners of M/s.Ray Constructions.

1st Transferee :

M/s.Shesha Sai Infraprojects Pvt. Ltd.

2nd Transferee :

- 1) Shri Harish C. Mirchandani,
 - 2) Shri Kishor H. Mirchandani (HUF),
 - 3) Shri Vijay H. Mirchandani,
 - 4) Shri Sanjay H. Mirchandani (HUF)
- Partners of M/s.Gem Constructions

By a above noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessees, the Corporation In consideration of the stipulations and conditions on the part of the Lessees therein contained, granted in favour of the Lessees, a Lease of the above plot of Land bearing No.A-172 admeasuring 4146 m² and the building & erections erected thereon in the manner specified in the said Lease.

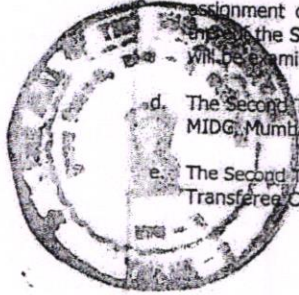
The Lessees in pursuance of Sub-clause (w) of the Clause 2 of the said Lease represented to the Corporation for grant to it consent for transfer and assignment of their interest under or the benefit of the said Lease in favour of M/s.Shesha Sai Infraprojects Pvt. Ltd. (hereinafter called the "First Transferee"). The Corporation has after due consideration of the said request of the Lessees granted its consent to the transfer and assignment of its interest under the said Lease in favour of First Transferee vide order dated the 25th day of January 2008 on payment of Rs.13,68,200/- towards differential premium. By a Deed of Assignment dated 17th day of December 2007 made between the Lessees of the One Part & the First Transferee of the Other Part & lodged for registration with the Sub-Registrar of Assurances at Thane 3 Under Sr.No.TNN3-07962-2007 on the 17th day of December 2007, the Lessees did transfer & assign unto


the First Transferee and the demise premises to hold the same for residue then unexpired of the granted by the Indenture of lease dated Lease dated the 18th day of December 2000 at the rent res by and subject to the covenants and conditions contained in the said Lease.

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The First Transferee in pursuance of Sub-clause (w) of the Clause 2 of the said Lease represent to the Corporation for grant to it of a consent for transfer and assignment of its interest under benefit of the said Lease in favour of Shri Harish C. Mirchandani, Shri Kishor H. Mirchandani (HUF) Vijay H. Mirchandani & Shri Sanjay H. Mirchandani (HUF) Partners of M/s.Gem Construct (hereinafter called the "Second Transferees"). The Corporation has after due consideration of the request of the First Transferee decided to grant it consent to the transfer and assignment of its int under the said Lease in favour of Second Transferees for undertaking activity being carried out by the Transferee i.e. manufacturing of Asphaltic Concrete (as a mobile unit), Seal Coat, Steel Fabricate shuttering plates, clamps and spans subject to the following conditions:-

- a. The First Transferee shall pay to the Corporation sum of Rs.62,200/- (Rupees Sixty Thousand Two Hundred Only) towards process fee for Transfer which is paid on 07/02/ vide D.R. No.742756.
- b. The First Transferee shall deliver at the First Transferee's expenses a copy of Deed of Assign to the Corporation as provided in the sub-clause (x) of clause 2 of the said Lease and such shall be furnished in duplicate.
- c. The consent is restricted to the transfer and assignment of the said Lease in favour of the S Transferees alone and In case the Second Transferees proposes to make any further trans assignment or parting wholly or partially with the possession of the plot of land or any the Second Transferees will have to make a fresh application for consent and that re will be examined as per guidelines of the Corporation prevailing at that time.
- d. The Second Transferees shall obtain & produce MPCB's consent and NOC from Technical A MIDC, Mumbai prior to commencement of production.
- e. The Second Transferees shall pay outstanding dues of employees of Lessees' Company o Transferee Co., if any.




Area Manager
MIDC, Mahape

To,
M/s.Shesha Sai Infraprojects Pvt. Ltd.,
416, J. K. Chambers, Sector-17,
Vashi, Navi Mumbai-400703.

Copy with compliments to:
Shri Harish C. Mirchandani & others partners of
M/s.Gem Constructions
505, Shalimar Morya Park,
New Link Road, Andheri (W),
Mumbai-400 053.

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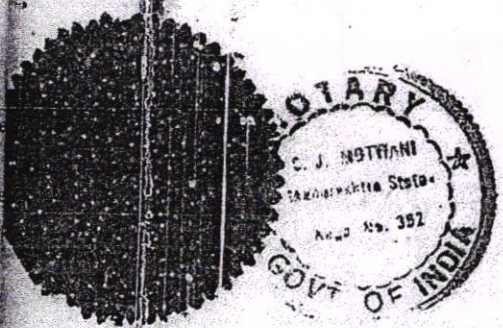
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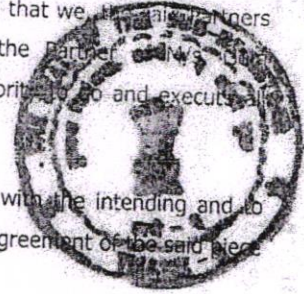
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GENERAL POWER OF ATTORNEY

NOW ALL MEN BY these presents shall come, WE VIJAY Harish Mirchandani, KISHOR HARISH MIRCHANDANI (HUF), HARISH CHHABALDAS MIRCHANDANI AND SANJAY HARISH MIRCHANDANI (HUF) THE PARTNERS OF Gem Construction having address at 505, Shalimar Morya Park, New Link Road, Andheri (W), Mumbai - 400 053 (hereinafter called and referred to as the "**SAID PARTNERS**") do hereby confirm:

WHEREAS M/S. Shesa Sai Infra Projects Pvt. Ltd. has agreed to sale its plot of land i.e. plots no. A/172, MIDC MAHAPE NAVI MUMBAI hereinafter referred to as "the said piece of land" It is necessary and also expedient for us to appoint some fit and proper person to look after the said land and matters relating to the purchasing of the same.

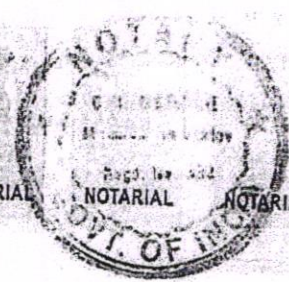
NOW (NOW YOU ALL AND THESE PRESENTS WITNESS that we, the said partners do hereby appoint Mr. Vijay Harish Mirchandani, one of the Partner of Gem Construction as our lawful Attorney with full power and authority to do and execute all acts, deeds, and things as hereinafter mentioned.



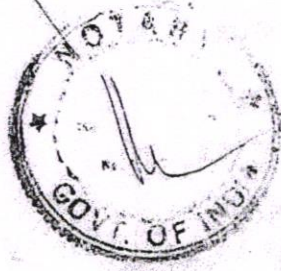
1. To negotiate for purchasing of the said piece of land with the intending and to conclude such negotiations and to enter into purchase agreement of the said piece of land and sign and execute the same
2. To appoint Advocates/Solicitors in connection with the Purchase of the said piece of land and to pay their remuneration and charges.
3. To sign and execute Purchase agreement and other documents and assurances in favour of the seller as the case may be and to sign and execute letters and all other writings and to do all other acts, deeds, matters and things in relation thereto for effectively purchasing the said piece of land.
4. And also to appear before the Registrar of any district or sub-district, Registrar of deeds appointed or to be appointed under any act or law for the time being in force or otherwise for the registration of the Purchase Agreement and all other relevant assurances for registration and to admit execution of the same and to pay such fees as shall be necessary for the registration.

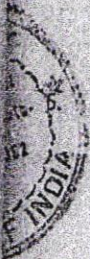
Punjab and Maharashtra Co-operative Bank, Limited, 27/28, Mahadeo Swamipada Compound, Colaba, Mumbai.

REGISTRAR OF COMPANIES
MUMBAI



टनन-३
२५६ / २००६
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And we do hereby declare that all the powers and authorities and discretion hereby conferred upon the Attorney shall be available for exercise by the Attorney during our absence and execute the powers conferred hereto. The Powers Conferred hereto are restricted for one time leasing of the said piece of land only and all incidental matter thereto.

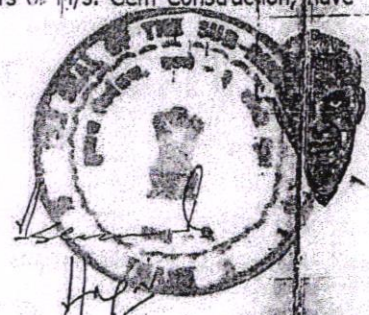
AND we, the abovenamed Partners of M/s. Gem Construction, do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by his under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

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IN WITNESS WHEREOF we, the abovenamed Partners of M/s. Gem Construction, have hereunto set our hand this 7th January 2008.

Signed, sealed and delivered)
by the withinnamed)

- (1) Harish Chhabaldas Mirchandani)
- (2) Vijay Harish Mirchandani)
- (3) Kishor Harish Mirchandani (HUF))
- (4) Sanjay Harish Mirchandani (HUF))



For KISHOR H. MIRCHANDANI (HUF)
[Signature]

For SANJAY H. MIRCHANDANI (HUF)
[Signature]

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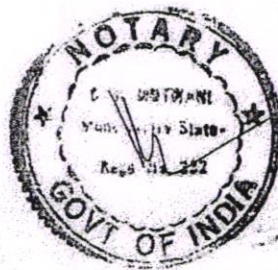
Partners of M/S. Gem Construction
in the presence of



I accept the above appointment

[Signature]
Vijay Harish Mirchandani

Before Me



[Signature]
C. J. MOTWANI
NOTARY PUBLIC (Govt. of India)
C/89, Rohi Apartment,
3rd Cross Lane,
Lokhanwala Complex,
Andheri (West), Mumbai-400 053

7/1/2008

11/02/2008

दुय्यम निबंधकः

4:58:19 pm

ठाणे 3

दस्त गोषवारा भाग-1





टनन3

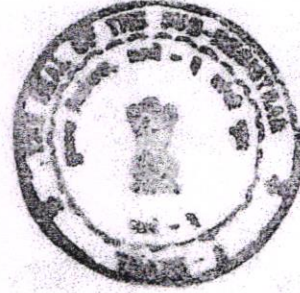
दस्त क्र 946/2008

29-22-

दस्त क्रमांक : 946/2008

दस्ताचा प्रकार : भाडेपटाचे हस्तांतरण

अनु.क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: ने जेत कन्स्ट्रक्शन तर्फे अर्थो भागीदार व स्वताकरीता विजय मिरचंदानी - - पत्ता: घर/फ्लॅट नं: 505 गल्ली/रस्ता: - ईमारतीचे नाव: शालीमार मौर्या ईमारत नं: - पेट/वसाहत: - शहर/गाव: अंधेरी तालुका	लिहून देणार वय 45 सही		
2	नाम: मे शोभा साई इन्फ्रा प्रोजेक्टस प्रा लि तर्फे डायरेक्टर प्रविण संकपाल - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: से 17 ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: वारी शहर/गाव: - तालुका: नवी मुंबई	लिहून देणार वय 41 सही		



दस्ताऐवज करून देणार तथाकथित [भाडेपटाचे हस्तांतरण] दस्ताऐवज करून दिल्याचे फबूल करतात.

1 OF

दस्त गोषवारा भाग - 2

टनन3
दस्त क्रमांक (946/2008)
22-22

दस्त क्र. [टनन3-946-2008] चा गोषवारा
भाजार मुल्या :80000000 मोबदला 80000000 भरलेले मुद्रांक शुल्क : 4000000

दस्त हजर केल्याचा दिनांक :11/02/2008 04:52 PM
निष्पादनाचा दिनांक : 07/02/2008
दस्त हजर करणा-याची सही :

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दस्ताचा प्रकार :60 भाडेपटाचे हस्तांतरण
शिकका क्र. 1 ची वेळ : (सादरीकरण) 11/02/2008 04:52 PM
शिकका क्र. 2 ची वेळ : (फ्री) 11/02/2008 04:57 PM
शिकका क्र. 3 ची वेळ : (कबुली) 11/02/2008 04:58 PM
शिकका क्र. 4 ची वेळ : (ओळख) 11/02/2008 04:58 PM

दस्त नोंद केल्याचा दिनांक : 11/02/2008 04:58 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) दिपक के पाटील - , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: से 19

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव:बाशी

तालुका: -

पिन: -

2) नरेंद्र ठाकरे - , घर/फ्लॅट नं. -

गल्ली/रस्ता: व प्र

ईमारतीचे नाव: -

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दु. विबधकाधी सही
टाण 3

पावती क्र.:986 दिनांक:11/02/2008

पावतीचे वर्णन

नांव: मे जेम कन्स्ट्रक्शन तर्फे अथो भागीदार व स्वताकरीता विजय निरधंदानी - -

30000 :नोंदणी फी

440 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्क (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

30440: एकूण

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दु. विबधकाधी सही, टाण 3

इबाणित करण्यात येणे वी

या दस्ता मुध्ये मूल्या 22

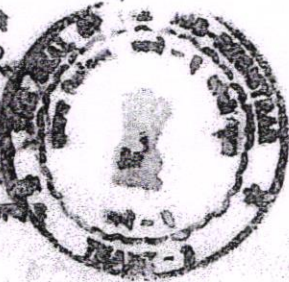
पावे

श्री

श्री

सह कुटुंब नि

घावीस 99 साहे 02 सप्त 05



दस्ता क्रमांक

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श्री

सह कुटुंब नि

घावीस 99 साहे 02 सप्त 05



गावाचे नाव : महापे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपटाचे हस्तांतरण व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 80,000,000.00
बा.भा. रु. 80,000,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: प्लॉट नंबर ए-172, टीटीसी इंडस्ट्रियल एरिया, एमआयडीसी महापे नदी मुंबई इव्हीएन नंबर 119/08 दि 4.2.2008 अन्वये
- (3) क्षेत्रफळ (1) एकूण क्षेत्र 4146 स्वे मि. तर्फे 868.272 स्वे मि बांधीव
- (4) आकारणी किंवा जुडी देण्यात असलेले तसे (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे शेषा साई इन्फ्रा प्रोजेक्टस प्रा लि तर्फे डायरेक्टर प्रविण संकपाल - -; घर/प्लॉट नं: -; गल्ली/रस्ता: से 17; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: वाशी; शहर/गाव: -; तालुका: नवी मुंबई; पिन: -; पॅन नंबर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे जेम कन्स्ट्रक्शन तर्फे अथो भागीदार व स्वताकरीता विजय मिरचंदानी - -; घर/प्लॉट नं: 505; गल्ली/रस्ता: -; ईमारतीचे नाव: शालीमार मीर्या; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अंधेरी; तालुका: मुंबई; पिन: -; पॅन नंबर: -.
- (7) दिनांक करून दिल्याचा 07/02/2008
- (8) नोंदणीचा 11/02/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 946 /2008
- (10) बाजारभावप्रमाणे मुद्रांक शुल्क रु 4000000.00
- (11) बाजारभावप्रमाणे नोंदणी रु 30000.00
- (12) शेरत

बाहू दुय्यम निबंधक दर्ग २ अर्बे क ३

