

MAHAHASHIHA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

MIDC GSTIN 27AAACM3550C1ZV

Cash Receipt - Mahape Regional
Head Office
Trans Thane Creek - (TTC) - WBS.
State Maharashtra

Reverse Charge : No
Last Receipt No GL18246705
Date 13/09/2017
Place of Supply HQ

Received from M/s.BEARDSELL LTD

Voucher	Cheque Details	Account name	HSN/SAC	Amount	Tax amount	Total amount
R0218_001956	Cash CASH	Copying (Photocopies) Charges [Misc. Rcptls] Output Tax SGST Account [CAO Remittance] - [Others].	998599	400.00	0.00	400.00
R0218_001957	Cash CASH	Output Tax CGST Account [CAO Remittance] - [Others].		36.00	0.00	36.00
R0218_001958	Cash CASH			36.00	0.00	36.00

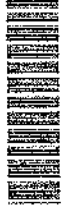
1)FOR PLOT NO D-40..2)FOR PLOT NO D-40..3)FOR PLOT NO D-40.

The sum of Rs. 472.00

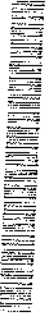
in word Rupees **** Four Hundred Seventy Two Rupees Only ****

Stamp

MIDC Cash Receipt - Mahape Regional Office



Cheque(s) acceptance is subject to realisation



Tuesday, August 08, 2006
12:35:56 PM

Original
नोंदणी 39 नं.
Regn. 39 मं

पावती

गवाचे नाव दुर्गे पावती क्र. : 5800
दिनांक 08/08/2006

दस्ताऐवजाचा अनुक्रमांक टनन 3 - 05651 - 2006

दस्ता ऐवजाचा प्रकार भाडेपटाचे हस्तांतरण

सादर करण्याचे नाव: भोदीसन प्रा.लि.तर्फे डायरेक्टर श्री एस्. एम्. मोदी

मोटोरी फी	-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजूयात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)	-	440.00
एकूण	रु.	30440.00

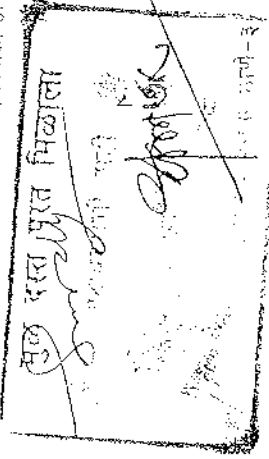
आपणास हा दस्त अंदाजे 12:40PM ह्या वेळेस मिळेल


दुर्गेचे निवधक
दफ्ते 3

वाजार मूल्य: 28522500 रु. मोबदला: 16921000 रु.
भरलेले मुद्रांक शुल्क: 1426130 रु.

देयकास प्रकार घेतलाने.

पलन क्रमांक: 127; रकम: 30000 रु.; दिनांक: 07/08/2006



TRUE - COPY

Area Manager
MIDC, Mahape


12/8/12



हरतक्रमांक व वर्ष: 5651/2006

Surinder Arora DA, 2006

12/08/2006 PM

दुय्यम निबंधक: कागज 3

सूची क्र. दोन INDEX NO. II

गावाचे नाव: तुर्भे

पॉन्की 53 न.

Regn. 53 M.C.

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप गाडेपटाचे हस्तलिखण व वाजाराभास (भाडेपट्ट्याच्या)

गावतील पट्टाकार आकारणी देतो

की पट्टाकार ते नमूद करावे मोबदला रु. 16,921,000.00

श.स. रु. 28,522,500.00

(2) यूपायन, पोटहिस्सा व घरकमाक (असल्यास)

(3) क्षेत्रफळ

(1) वर्णन: प्लॉट नं.डी-40 / पार्स-2, तुर्भे/ बोमसारी, टी.टी.सी.इंडस्ट्रियल एरिया, एम.आय.डी.सी., नवी मुंबई

(1) 9084 चौ.मी.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या

पक्षकाराचे व संपूर्ण पत्ता नाव किंवा

विद्युती न्यायालयाचा हुकुमनामा

किंवा आदेश असल्यास, प्रतिवादीचे

नाव व संपूर्ण पत्ता

(1) नं. बर्डसेल लि. तर्फे एक्सप्रेसगुटिद उद्येक्टर श्री ए. व्ही. रामलिंगम, घर/प्लॉट नं. 47, गल्ली/रस्ता: पीन्स रोड, ईमारतीचे नाव: ईमारत नं. 1, पेठ/वसहता: शहर/गाव: चेन्नई, तालुका: पिन: 600009, पॅन नंबर: AAACB1429P.

(6) दस्तऐवज करून घेण्या-या

पक्षकाराचे नाव व संपूर्ण पत्ता किंवा

विद्युती न्यायालयाचा हुकुमनामा

किंवा आदेश असल्यास, वादीचे नाव

व संपूर्ण पत्ता

(7) दिनांक

(8) करून दिल्याचा 07/08/2006

(9) नोंदणीचा 08/08/2006

(10) अमुकमंद, खंड व पृष्ठ 5651 /2006

(10) वाजाराभासाप्रमाणे मुद्रांक शुल्क रु 1426125.00

(11) वाजाराभासाप्रमाणे नोंदणी

रु 30000.00

(12) शेता



दुय्यम निबंधक ठाणे नं. 2



TRUE - COPY

Area Manager
MIDC, Mahape

SARITA REPORTS VERSION 3.0
12/08/2006

नमुना म. को. नि. ६

[नियम ११२ पहा]

चलन क्रमांक

सर्वसा. २६-प

Gen. 26-M

D.O. 1 0 7 5

Thane

44106

या ठिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रेषेख रकमेचे चलन

भारतीय स्टेट बँकेमध्ये/भारतीय रिझर्व बँकेमध्ये

भरण करणाऱ्याचे परावधाने	विभागीय अधिकाऱ्याने किंवा कोषागारने भरवकाचे Adj.	कोषागारने/उपकोषागारने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरवकाचे
जिच्यावतीने रक्कम भरण्यात आले आहे त्या व्यक्तीचे नाव/उद्देश आणि पत्ता Melodison Put Lab Mumbai	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० नोंदणी व मुद्रांक उपप्रधानशीर्ष : ०२/१०३ मुद्रांक शुल्क	रक्कम मिळाली. 14 21 130/- रुपये (आकड्यात) रुपये (अक्षरी)

भरण करणाऱ्यासंदर्भात प्राधिकरणाचा तपशील आणि भरण करणाऱ्याचे उद्देश मुद्रांक शुल्क 1426130/- भरण केलेली रक्कम रुपये 1426130/-	गौणशीर्ष : संगणक सेक्रेटरी ० ० ३ ० ० ० १ १ ० १ सेक्स-आहे, पैसे स्वीकारणे व पावती घेवी.	कोषपाले : लेखापाल/उपलेखापाल कोषागार/उपकोषागार अधिकाऱ्या/बँकेने व्यवस्थापक.
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(अक्षरी) रुपये
MIS MODISON Private Limited
33, Nariman Point
227, Nariman Point
Mumbai - 400021

Collector of Stamps Thane (City)
स्वाक्षरी



येथे कोषागारात/रकम भरणा करण्याबद्दल आदेश देण्यात आल्याचा २४वे दिवस आतावा.

चे.का.मु. २०.००.०००-१०-१००३-गीए.वि(वाच) ७२० (निळा)

नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,

महाराष्ट्र राज्य

नमुना म. को. नि. ६

(नियम ११२ पहा)

चलन क्रमांक

काशा - ३३४

या ठिकाणाच्या कोषागारात / उपकोषागारात / भरण्यात आलेल्या रेषेख रकमेचे चलन भारतीय स्टेट बँकेमध्ये भारतीय रिझर्व बँकेमध्ये

DD01075

भरण करणाऱ्याचे परावधाने	विभागीय अधिकाऱ्याने किंवा कोषागारने भरवकाचे	कोषागारने/उपकोषागारने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरवकाचे
विद्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव / उद्देश आणि पत्ता MIS MODISON Private Limited 33, Nariman Point 227, Nariman Point Mumbai - 400021	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी की उपप्रधानशीर्ष : ०३ नोंदणी की गौणशीर्ष : १०४ इतर सेवांच्या नोंदणीसाठी की सर्वसाधारण यमुली	रक्कम मिळाली रुपये (आकड्यात) रु. ३३४००/- रुपये (अक्षरी) रु. ३३४००/-
भरण करणाऱ्यासंदर्भात प्राधिकरणाचा तपशील आणि भरण करणाऱ्याचा उद्देश दत्तप्रेम नोंदणी की भरण केलेली रक्कम रुपये ३३४००/-	संगणक सेक्रेटरी ० ० ३ ० ० १ १ २ ० ० वारी आहे, पैसे स्वीकारणे व पावती घेवी.	कोषागार/उपकोषागार अधिकाऱ्या/बँकेने व्यवस्थापक

(अक्षरी) रुपये
MIS MODISON Private Limited
33, Nariman Point
227, Nariman Point
Mumbai - 400021

भरण करणाऱ्याची स्वाक्षरी

दिनांक : १४-८-०८

दिनांक :

येथे कोषागारात / बँकेत रक्कम भरण्याबद्दल आदेश देण्यात आल्याचा २४वे दिवस आतावा.

TRUE - COPY

ट. न. न. ३

५८५९१९-२२

२००४

Area Manager
MIDC, Mahape

13/8/17

OFFICE OF THE COLLECTOR OF STAMPS

Adj. Case No. 441106 Received Adj. Fee Rs. 100/-
 Vide Receipt No. CH.No. 66 Dated 24.7.56 Received from
 M/s. Shri Smt. Modi Sah. Pvt. Ltd.
 Address: Nariman Bhavan, Nariman Point, Mumbai.
 Stamp Duty Rs. 1426330 In the State Bank of India
 Branch: ...one hundred ...thirty ... In the State Bank of India
 Branch: ...one hundred ...thirty ... Dated 3.8.56.

Certified under Section 32 of the Bombay Stamp Act, 1958 that the full
 Stamp Duty of Rs. 1426330 with which this instrument is chargeable
 has been paid Vide Article No. 60125(h) of Schedule I.

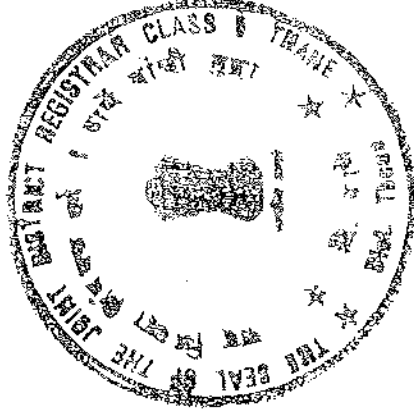
This Certificate is subject to the provisions of Section 53(A) of Bombay
 Stamp Act, 1958 Determined market value is Rs. 2,85,22,500/-

Place & Date

21/8/56

Collector of Stamps, Thane City

CH 5 90923
 31/10/56

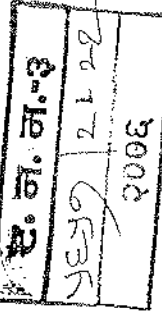


THIS DEED OF ASSIGNMENT AND TRANSFER

executed on this day of 9th August 2006
 between **BEARDSSELL LIMITED**, a Company registered
 under the Companies Act, 1956 having their
 Registered Office at 47, Greaves Road, Chennai 600
 006, hereafter referred to as "the ASSIGNOR" (which
 expression shall unless it be repugnant to the context
 or meaning thereof mean and be deemed to include its
 successors and assigns) of the ONE PART AND
MODISON PRIVATE LIMITED, a Company Registered
 under the Companies Act, 1956 having its Registered
 Office at 33, Nariman Bhavan, 227, Nariman Point,
 Mumbai - 400 021, hereafter referred to as "the
 ASSIGNEE" which expression shall unless it be

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Area Manager
 MIDC, Mahape



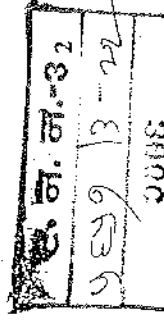
12/8/11/3

repugnant to the context or meaning thereof mean and be deemed to include its successors and assigns) of the OTHER PART:

WHEREAS:

A) By an Agreement to Lease dated 8th December, 1972, hereafter referred to as 'the said Agreement' made between the Maharashtra Industrial Development Corporation, hereinafter referred to as 'MIDC', a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (therein referred to as "the Grantor") of the one part and the Assignor Beardsell Limited then known as M/s. Mettur Beardsell Ltd. of the other part, the Grantor therein agreed to grant to the Assignor, upon the performance and observance by the Assignor of the obligations and conditions contained in the said Agreement, Lease of a piece of land being Plot No.D-40 admeasuring 20,810 square meters in the Trans Thane Creek Industrial Area, within the village limits of Turbhe and Bonsari and outside the Municipal limits and in the Registration Sub-District Thane, District and Registration District Thane for a lease period of 95 years from 1st December, 1972.

B) On the application of the Assignor, MIDC sanctioned sub-division of the plot admeasuring 20,810 square meters into Plot No.D-40, with area admeasuring 16,544 square meters and Plot No.D-40/Part-1 Plot with area admeasuring 4,266 square meters and MIDC apportioned an amount of Rs.99,100/- as lease premium towards Plot No.D-40/Part-1 and Rs.3,97,100/- as lease premium towards Plot No.D-40 and



Smiley

E] The Assignor has constructed Administrative Office Building of about 107 square meters and Isobuild godown of about 190 square meters on a portion of described in the Third Schedule hereunder written of the property described in the First Schedule hereunder written, after getting plans approved from MIDC.

F] The Assignor has agreed to transfer in favour of the Assignee all their right, title and interest in the land area admeasuring about 9,094 square meters described in the Third Schedule hereunder written together with the Administrative Office building of about 107 square meters and Isobuild godown of about 190 square meters constructed thereon for a consideration of Rs.1,69,21,000/- (Rupees One Crore Sixty Nine Lakhs Twenty One Thousand Only).

G] The Assignee has agreed to clause (F) above and in full satisfaction of the same has paid to the Assignor Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) by following three cheques drawn on Bank of India, Nariman Point Branch, Mumbai - 400 021:-

Sr. No.	Cheque No.	Date	Amount (Rs.)
1.	909837	11.03.2005	30,00,000/-
2.	910964	28.10.2005	20,00,000/-
3.	119869	02.06.2006	25,00,000/-
TOTAL			75,00,000/-

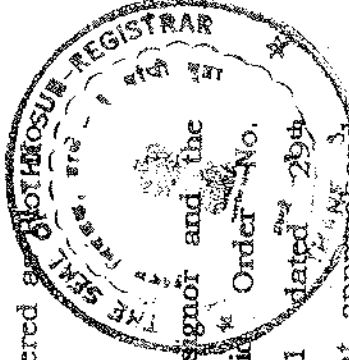
The Assignee has agreed to pay to the Assignor the balance consideration of Rs.94,21,000/- (Rupees Ninety Four Lakhs Twenty One

ट. अ. अ. ३
२६९९९९-२२४
२००६

Thousand Only), on the date of execution of this
Deed of Assignment.

H] On the application of the Assignor, MIDC by its
Order No.MIDC/RO/MHP/TTC/D-40/3491
dated 29th June, 2006, (a copy whereof is hereto
annexed and marked as **Annexure "A"**) has
sanctioned sub-division of the said property
described in the First Schedule hereunder
written into a portion admeasuring about 7450
square meters described in the Second Schedule
hereunder written and renumbered as Plot
No.D-40 and portion admeasuring about 9094
square meters described in the Third Schedule
hereunder written and renumbered as Plot No.D-40/Part-2.

RECEIVED
CLASS 1
10/10/06



I] On the application of the Assignor and the
Assignee, MIDC by its said Order No.
MIDC/RO/MHP/TTC/D-40/3491
June, 2006 has given its consent, approval and
permission for transfer and assignment by the
Assignor of its share, right, title and interest in
the said property described in the Third
Schedule hereunder written to the Assignee.

J] The Assignee will demolish the Administrative
Office building of about 107 square meters and
Isobuild Godown of about 190 square meters on
the property described in the Third Schedule
hereunder written with the Appropriate
permission from the Deputy Engineer, MIDC,
Mahape, Sub-Division Mahape as per condition
(C) of the said order No.MIDC/RO/MHP/TTC/D-
40/3491 dated 29th June, 2006 issued by MIDC.

NOW THIS DEED OF ASSIGNMENT WITNESSETH
that in pursuance of the said Agreement and in

च. ग. ग. ३
५६५९१८-२२
२००६

[Signature]
[Signature]

consideration of the balance amount of Rs.94,21,000/-
(Rupees Ninety four Lakhs Twenty One Thousand
Only) paid by the Assignee to the Assignor on the date
of execution of this Deed of Assignment which together
with the payments already made by Assignee of the
amount of :

- 1) Rs. 30,00,000/- vide Cheque No. 909837
dated 11.03.2005
 - 2) Rs. 20,00,000/- vide Cheque No. 910964
dated 28.10.2005
 - 3) Rs. 25,00,000/- vide Cheque No.119869
dated 02.06.2006 and
 - 4) Rs. 94,21,000/- vide Cheque No.120667
dated 7.8.2006
- Total 1,69,21,000/- (Rupees One Crore Sixty
Nine Lakh Twenty One
Thousand Only)

(All the above cheques drawn on Bank of India,
Nariman Point Branch, Mumbai - 400 025)



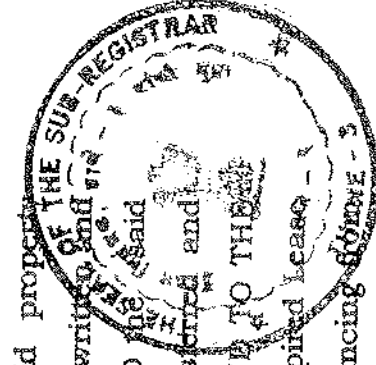
makes in the aggregate as sum of Rs.1,69,21,000/-
(Rupees One Crore Sixty Nine Lakhs Twenty One
Thousand Only) being the full amount of consideration
payable by the Assignee to the Assignor (the receipt
whereof the Assignor do hereby admit and
acknowledge and of and from the same and every part
thereof do hereby forever acquit and discharge the
Assignee) and Assignee do hereby buy from the
Assignor and the Assignor do hereby sell, assign and
transfer to the Assignee all the shares, right, title and
interest of the Assignor in the said leasehold plot of
land bearing Plot No.D-40/Part-2 of about 9,094
square meters particularly described in the Third
Schedule hereunder written under the Lease
Agreement dated 17th December, 1981 between MIDC

C. S. S. S.	
3539	10-226
R. S.	

7-8-06

7-8-06

and the Assignor together with the Administrative and godown building standing thereon admeasuring about 107 square meters built-up area and about 190 square meters built-up area respectively on as is where is basis condition and together with all the fixtures and fittings therein along with the right to use the normal common facility areas connected with the property described in Third Schedule hereunder written or any part thereof belonging or in any manner appertaining to or with the same or any part thereof now or at any time hereinbefore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof or to belong or be appurtenant thereto together with all the right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Assignor in to out of or upon the said property described in the Third Schedule hereunder written or any part thereof TO HAVE AND TO HOLD the said property hereby assigned and transferred and confirmed or expressed so to be UNTO AND TO THE USE OF the Assignee for the balance unexpired lease - 3 period of the said term of 95 years commencing 1st December, 1972 and renewals thereof subject to MIDC rules applicable hereafter and from time to time and at the rent reserved by the said Indenture of Lease dated 17th December, 1981 and subject to the covenants and conditions in the said Lease contained and henceforth on the part of the Assignee to be paid, observed and performed AND the Assignor do hereby covenant with the Assignee that notwithstanding any act, deed, matter or thing whatsoever by the Assignor done, committed or omitted or knowingly or willfully suffered to the contrary the hereinbefore recited in the said Indenture of Lease dated 17th December, 1981 is now good, valid, subsisting and effectual Lease in law of the said property hereby assigned and transferred or



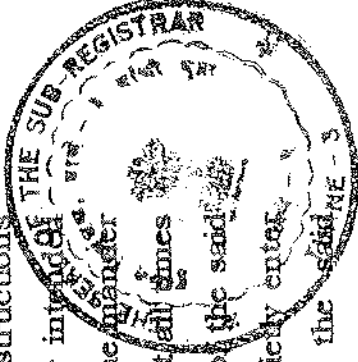
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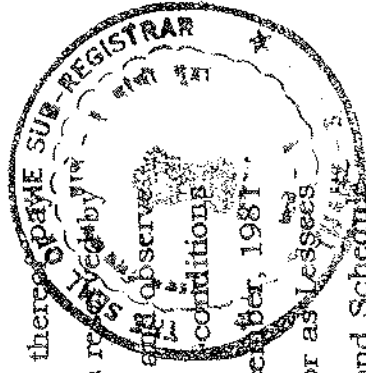
expressed so to be and has not been forfeited or surrendered AND THAT the rents, assessments, taxes, contributions, electricity and water charges and all other outgoing and expenses in respect of the said property described in the First Schedule hereunder written and the construction thereon upto the date of these presents have been paid and obligations and conditions in the said Indenture of Lease dated 17th December, 1981 have been duly observed and performed by the Assignor upto the date of these presents AND THAT notwithstanding any such act, deed or thing as aforesaid, the Assignor has absolute authority to assign and transfer the said property described in the Third Schedule hereunder written along with their ownership right in the constructions thereon hereby assigned and transferred or intended or expressed so to be unto the Assignee in the manner aforesaid AND the Assignee shall and may at all times hereafter during the residue now expired of the said term and renewal thereof peacefully and quietly enter upon, have, occupy, possess and enjoy the said property and receive rents, issues and profits thereof for their own legal use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Assignor or by any person or persons lawfully or equitably claiming by, from, under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Assignor well and sufficiently saved, defended and kept harmless, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the Assignor or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Assignor AND FURTHER THAT THEY the Assignor and all persons having or lawfully or

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equitably claiming any estate, right, title or interest whatsoever in the said property described in the Second Schedule hereunder written or any part thereof from, under or in trust for the Assignor shall and will from time to time and at all times hereafter during the residue now unexpired of the said term at the request and costs of the Assignee do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said property and every part thereof unto the Assignee for the unexpired residue of the said term as shall be reasonably required AND the Assignor do hereby covenant with the Assignee that THEY the Assignor shall at all times hereafter during the residue now unexpired of the said term and renewals thereof observe the proportionate rents and other amounts reserved by the said Lease dated 17th December, 1981 and perform all the covenants and conditions contained in the said Lease dated 17th December, 1981 and henceforth on the part of the Assignor as Lessee of the said property described in the Second Schedule hereunder written to be paid, observed and performed and also observe and perform all the Rules, Regulations and Bye-laws of MIDC and ensure renewal of said Indenture of Lease dated 17th December, 1981 for a further term of 95 years on the terms and conditions provided in the said Indenture of Lease dated 17th December, 1981 and ensure that the said Indenture of Lease dated 17th December, 1981 and renewed Lease granted in pursuance thereof is not forfeited, surrendered or become void or voidable by reason of any act or default on the part of the Assignor or any person in occupation of the said property described in the Second Schedule hereunder written or any part thereof AND the Assignors shall at all time hereafter keep indemnified the Assignee and their successors in title and their estates and effects from



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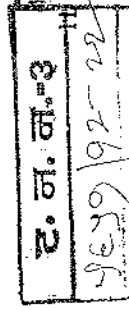
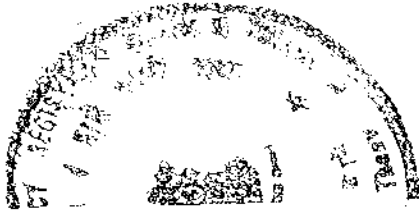
and against the payment of the said proportionate rents and observance and performance of the said covenants and conditions, Rules, Regulations and Bye-laws and all actions, claims and demands whatsoever for or on account of the same or in anywise relating thereto AND the Assignee do hereby covenant with the Assignor that the Assignee shall at all times hereafter during the residue now unexpired of the said term and renewals thereof pay the proportionate rents and other amounts reserved by the said Indenture of Lease dated 17th December, 1981 and observe and perform all the covenants and conditions contained in the said Indenture of Lease dated 17th December, 1981 and renewals thereof so far as they relate to the said property described in the Third Schedule hereunder written and henceforth on the part of the Assignee, Lessee of the said property described in the Third Schedule hereunder written to be observed and performed and observe and perform all the Rules, Regulations and Bye-laws of the MIDC and ensure renewal of the said Indenture of Lease dated 17th December, 1981 for a further term of 95 years on the terms and conditions provided in the said Indenture of Lease dated 17th December, 1981 and ensure that the said Indenture of Lease dated 17th December, 1981 and renewed lease granted in pursuance thereof is not forfeited, surrendered or become void or voidable by reason of any act or default of the part of the Assignee or any person in occupation of the said property described in the Third Schedule or any part thereof AND the Assignee shall at all times hereafter keep indemnified the Assignor and their successors-in-title and their estates and effects from and against the payment of the said proportionate rents and observance and performance of the said covenants and conditions, Rules, Regulations and Bye-laws and all actions, claims and demands whatsoever



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for or on account of the same or in anywise relating thereto. Assignor shall do the same for its Second Schedule property AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO that if at any time the Assignor is desirous of selling or otherwise disposing off their right, title and interest in the said property described in the Second Schedule or any part thereof, the Assignor shall first give notice in writing to the Assignee of their intention to so dispose off the property described in the Second Schedule hereunder written or any part/s thereof stating therein the price which the Assignor expect to get for the same and on receipt of such notice, the Assignee shall have the first right and option of purchasing or otherwise acquiring the property described in the Second Schedule hereunder written or part/s thereof as the case may be by giving to the Assignor notice in writing and within 30 days from the receipt of notice from the Assignor, the Assignee may or may not prefer their willingness to purchase and acquire the property of the Assignor described in the Second Schedule hereunder written or part/s thereof and subject to the price being mutually agreed upon and subject to the Assignee giving written reply to such notice of the Assignor within 30 days from the date of issue of such notice by the Assignor, there shall be a valid and binding Agreement for sale of the property described in the Second Schedule or part/s thereof by the Assignor to the Assignee PROVIDED THAT in case the Assignee fail to exercise their first right and option to purchase within the said period of 30 days or in case of the Assignee not agreeing upon the purchase price of the Assignor then, the Assignor will be entitled to sell all their share, right, title and interest in the said property described in the Second Schedule hereunder written or part/s thereof as the case may be, to any other person at a price not lower than the price stated in the notice



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given by the Assignor to the Assignee as provided herein and the Assignee will not be entitled to object to the same AND the Assignor hereby agree to not to sell the property described in the Second Schedule hereunder written or any part thereof to any other person for a price lower than the price stated to the Assignee in the notice issued to the Assignee by the Assignor of its intention to sell or dispose off the said property described in the Second Schedule hereunder written AND the Permanent Account Numbers of the parties hereto are as under.

<u>Name of Party</u>	<u>Permanent A/c. No.</u>
Beardsell Limited	AAACB 1429 P
Modison Private Limited	AAACM 7452 R

**THE FIRST SCHEDULE HEREINABOVE
REFERRED TO**

ALL THAT piece or parcel of land known as Plot No. D-40 - 1, 40, in the Trans Thane Creek Industrial Area, within the Village limits of Turbhe and Bonsari Taluka Thane, District Thane, containing by admeasuring 16544 square meters or thereabouts and bounded as follows, that is to say:-

On or towards the north by : Road and Plot No.
D-40/Part-1
On or towards the south by : Plot No.2
On or towards the east by : Plot No. D-39
On or towards the west by : Road and Plot No.
D-41/1

and shown surrounded by a green line on the plan annexed hereto

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THE SECOND SCHEDULE HEREIN ABOVE

REFERRED TO

ALL THAT piece or parcel of land known as Plot No.D-40 in the Trans Thane Creek Industrial Area, within the Village limits of Turbhe and Bonsari Taluka Thane, District Thane, containing by admeasuring 7450 square meters or thereabouts together with the factory Buildings and bounded as follows, that is to say:-

On or towards the north by : Plot No.D-40/1 and

partly by Road

On or towards the south by : Property described in

the Third Schedule

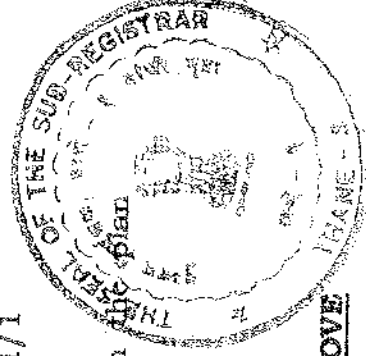
hereunder written

On or towards the east by : Plot No.D-40/Part-1 &

Plot No.D-40/Part-2

On or towards the west by : Plot No.D-41/1

and shown surrounded by yellow line on the plan annexed hereto.



THE THIRD SCHEDULE HEREIN ABOVE

REFERRED TO

ALL THAT piece or parcel of land known as Plot No.D-40/ Part-2, in the Trans Thane Creek Industrial Area, within the Village limits of Turbhe and Bonsari Taluka Thane, District Thane, containing by admeasuring 9094 square meters or thereabouts together with administrative building 107 square meters and Isobuild godown 190 square meters and bounded as follows, that is to say:-

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On or towards the north by	: Property described in the Second Schedule herein above written and Partly by Road : Plot No.2 : Plot No.D-39 : Plot No. D-41 / 1, Plot No.D-40 & Plot No. D-40/ Part - 1
On or towards the south by	
On or towards the east by	
On or towards the west by	

and shown surrounded by red line on the plan annexed hereto

IN WITNESS WHEREOF, the Common Seal of the
the parties hereto have hereunto affixed the
year first hereinabove written.

Signed, Sealed and delivered
by the Assignor
BEARDSSELL LIMITED by
the hand of its Executive
Director and authorised
signatory

Signed, Sealed and delivered) For Beardsell Limited
by the Assignor

BEARDSSELL LIMITED by
the hand of its Executive
Director and authorised
signatory

Mr. A. V. Ramalingam,

in the presence of:

MR LANCEY J CUNHA

Signed, Sealed and delivered) For Modison Pvt. Ltd.
by the Assignee

MODISON PRIVATE LIMITED

by the hand of its Director

and authorised signatory

Mr. S. M. Mody

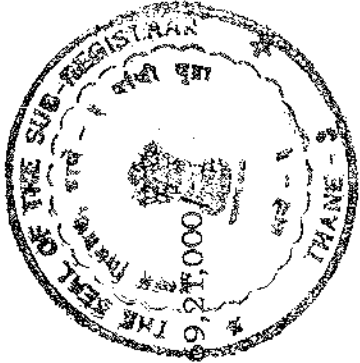
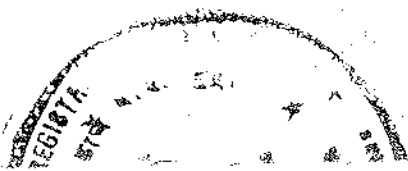
(Mr. S. M. Mody)

in the presence of:

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ACKNOWLEDGED to have received)
from M/s. Modison Private Limited)
the Assignee abovenamed)
amounts aggregating to)
Rs.1,69,21,000/- (Rupees One)
Crore Sixty Nine Lakhs Twenty)
One Thousand Only) being the full)
payment of consideration within)
expressed to be by them paid to)
us. Payments received by following)
cheques drawn by M/s Modison)
Pvt. Ltd. on Bank of India,)
Nariman Point Branch, Mumbai -)
400021 in favour of Beardsell Ltd:] Rs.1,69,21,000/-



SR. No.	Cheque No.	Date	Amount
1	909837	11.03.2005	Rs. 30,00,000/-
2	910964	28.10.2005	Rs. 20,00,000/-
3	119869	02.06.2006	Rs. 25,00,000/-
4	120667	07.08.2006	Rs. 94,21,000/-
TOTAL:			Rs.1,69,21,000/-

We say received

For BEARDSSELL LIMITED

For BEARDSSELL LIMITED

Witnesses

LANCY D'CUNHA

Executive Director

(MR. A. V. RAMALINGAM)

Executive Director

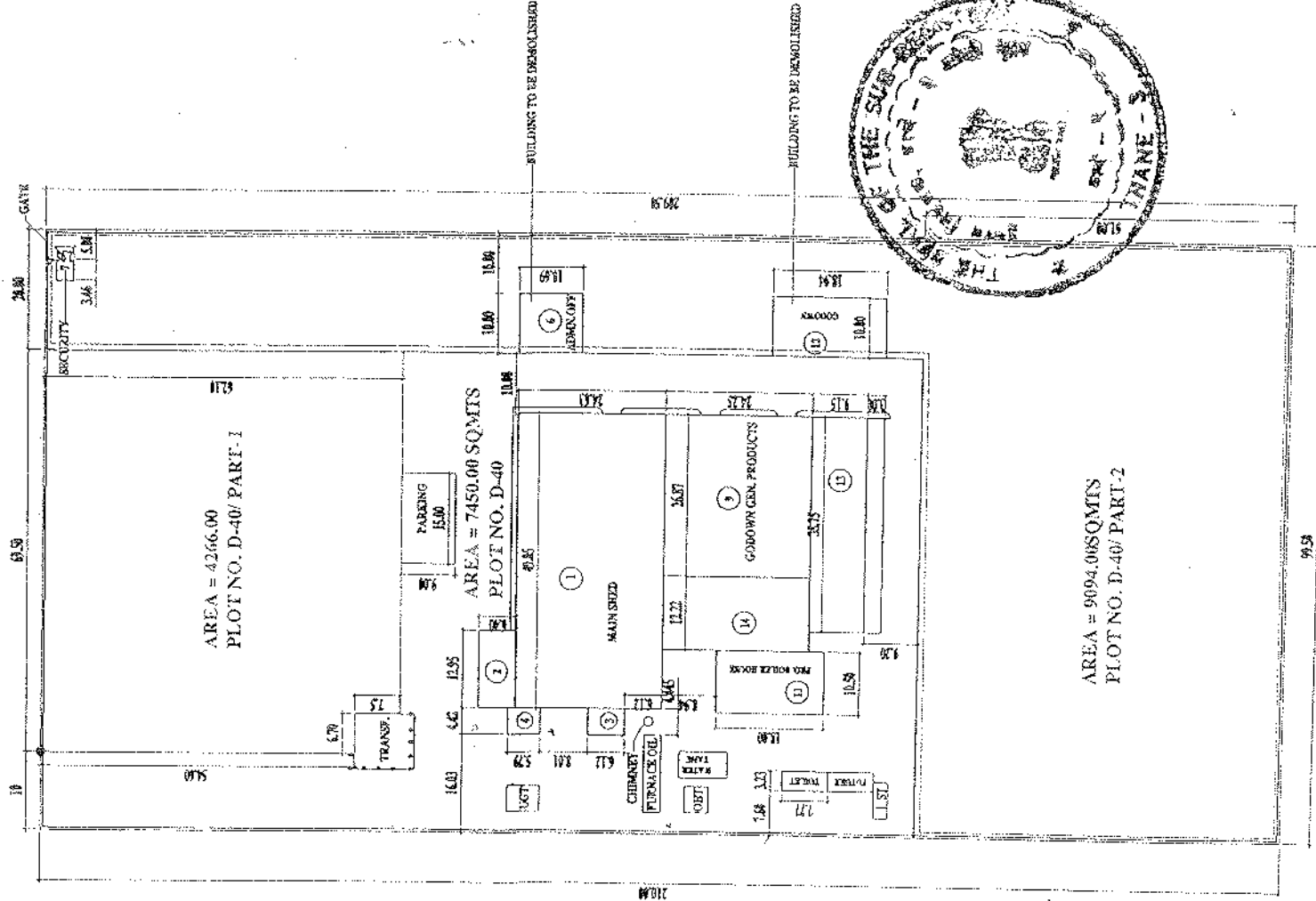
(Assignor)

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Area Manager
MIDC, Mahad.

M.L.D.C. ROAD



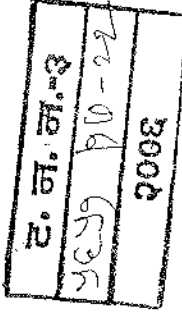
SITE PLAN
SCALE : 1:500

LEGEND

- A) ENTIRE PLOT OWNED BY M/S. BEARD SELL LTD. SHOWN --- GREEN
- B) PART AREA TRANSFERRED TO M/S. MODI SON PVT. LTD. SHOWN --- RED
- C) REMAINING PART AREA WITH M/S. BEARD SELL LTD. SHOWN

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Area Manager
MIDC, Mahape



2003

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Regional Officer, MIDC, Mahape, Millennium 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/D-40/ 3491

Date : 29 JUN 2006

Sub :- Trans Thane Creek Industrial Area
Plot No.D-40
Request for grant of consent for sub-division &
transfer of sub-divided plot...

Read : Letters dated 31/10/2005, 18/11/2005 & 26/06/2006
from M/s.Beardsell Limited

Ref :- (i) This Office Letter No.MHP/TTC/D-40/3204 dated 15/06/2006.
(ii) Letter dated 22/06/2006 from M/s.Modison Private Limited.

O R D E R

Lease dated the 17th day of Decemehr 1981,

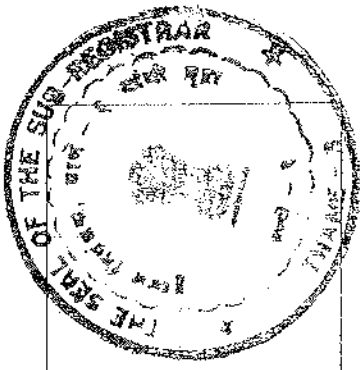
THE LESSEE :-

M/s.Beardsell Limited

(formerly known as M/s. Mettur Beardsell Limited)

FIRST TRANSFEREE :-

M/s.Modison Private Limited



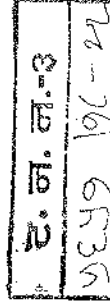
By the above noted Lease executed by the Maharashtra Industrial development Corporation in favour of the Lessee, the Corporation in consideration of the stipulations and conditions on the part of the Lessee therein contained, granted in favour of the Lessee a Lease of the plot of Land bearing No.D-40 admeasuring 16544 m² and the building and erections erected thereon in the manner specified in the said Lease.

The name of Lessee Co. is changed from M/s.Mettur Beardsell Limited to M/s. Beardsell Limited under section 21 & 23 of the Companies Act-1956 and it is noted by the Corporation vide its letter dated the 18th day of September, 1989.

The Lessee i.e. M/s.Beardsell Limited in pursuance of Sub-clause (b) of the Clause 2 of the said Lease represented to the Corporation for grant to it of consent for sub-division of Plot bearing No.D-40 admeasuring 16544 m² into 2 parts i.e. Plot No.D-40 admeasuring 7450 m² & another Plot No.D-40/Part-2 admeasuring 9094 m² and allow to retain Plot No.D-40 admeasuring 7450 m² with the Lessee & transfer Plot No.D-40/Part-2 admeasuring 9094 m² in favour of M/s.Modison Private Limited (hereinafter called the "Transferee"). The Corporation has after due consideration of the said request of the Lessee, Plot No.D-40 admeasuring 16544 m² sub-divided into 2 parts i.e. Plot No. D-40 admeasuring 7450 m² & another Plot No.D-40/Part-2 admeasuring 9094 m² and allowed to retain Plot No.D-40 admeasuring 7450 m² with the Lessee and to transfer Plot No.D-40/Part-2 admeasuring 9094 m² in favour of the Transferee for setting up unit for manufacturing of Silver/Silver alloyed material for electrical switch gear industry subject to the following conditions:-

[a] The Lessee shall pay to the corporation by the Lessee of the sum of Rs.81,19,200/- (Rupees Eighty One Lakhs Nineteen Thousand Two Hundred Only.) as and by way of DIFFERENTIAL PREMIUM which is paid on 28/06/2006 Vide D.R.No.646288.

[b] The Lessee shall deliver at their expenses a copy of Deed of Assignment to the Corporation as provided in the sub-clause (s) of clause 2 of the said Lease and such copy shall be furnished in duplicate.



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Area Manager
MIDC, Mahape

26/6/06

[c] The transferee shall remove construction in the approach roads to the plots after taking appropriate permission from the Dy.Engineer, MIDC, Mahape, Sub-Dn. Mahape and provide storm water drain and maintain open spaces as per provisions of D.C. Rules.

[d] The Transferee shall obtain and produce the MPCB's consent and NOC from Technical Advisor MIDC prior to commencement of production.

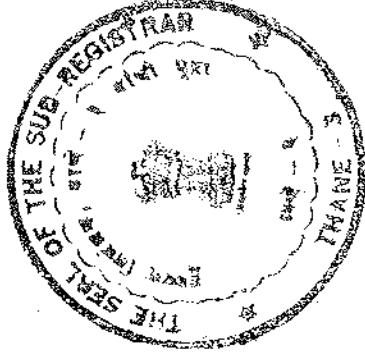
[e] The Transferee shall obtain and produce IEM from Government of India.

[f] The consent is restricted to the transfer and assignment of the said Lease in favour of the Transferee alone and in case the Transferee proposes to make any further transfer of assignment or parting wholly or partially with the possession of the plot of land No.D-40/Part-2 or any part thereof the Transferee will have to make a fresh application for consent.

To
M/s.Beardseil Limited,
47, Greams Road,
Chennai-600 006.



[Signature]
Area Manager
MIDC, Mahape



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[Signature]
Area Manager
MIDC, Mahape

[Signature]
Area Manager
MIDC, Mahape

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08/08/2006

दुय्यम निबंधकः

12:28:37 pm

दफ़ते: 3

दस्ता क्रमांक : 5651/2006

दस्ताचा प्रकार : भाडेपटाचे हस्तांतरण

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अगळ्याचा ठसा

[1]

मोदी

वत्ता: पच/क्वॉट नं. 03

पत्ते/रस्ता:

इमारतीचे नाव: नरीमन भवन

इमारत नं.:

पेटवट/महल:

रहणू/मालक नरीमन पॉइंट, मुंबई

हस्त:

नाम: मॅ. बर्डसेल लि. सर्क एल्डीथुटील खपरवट्टर श्री

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व्ही. मल्लिकार्जुन

वत्ता: दह/क्वॉट नं. 47

पत्ते/रस्ता: श्रीमन् रोड

इमारतीचे नाव:

इमारत नं.:

पेटवट/महल:

रहणू/मालक: के.के.ई

मातृपणा:

दिना: 6/09/06

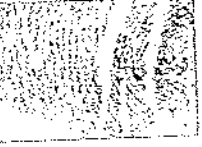
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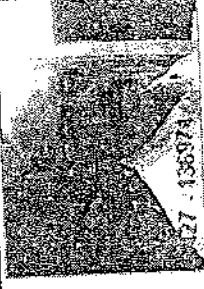
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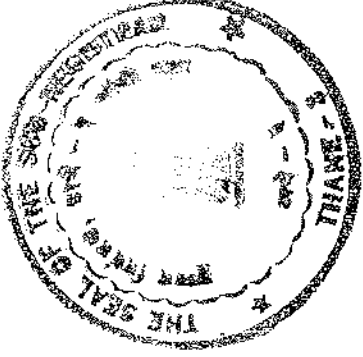
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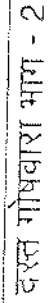
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 एम. मोदी

रजदान (अ. 12) व छयादित्रय (अ. 13) ->
एकत्रित की

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Digitized by srujanika@gmail.com Date : 07/08/2006

John J. Hall, Jr.

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खाली इन्हें उसे निपटित करता की, ते दंतरीज करुन देवा-याना व्यक्तीशः ओळयतात, प त्यांनी ओळख पटवितत.

1) वसंत आयरलैंड सांगीत - 'द्वि/प्रतिष्ठ' नं.

উদ্বোধন

[illegible]

Dr. L. C. B. B. B. B.

12/20/07

Shirley Ann Gable/Anne

Fig. 14.14

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2024/11/25

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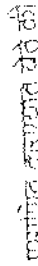
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