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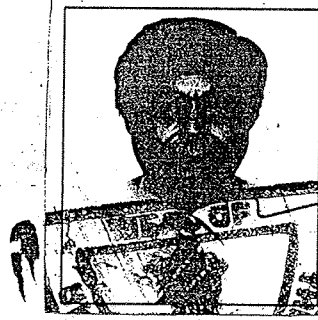
11/01/2010

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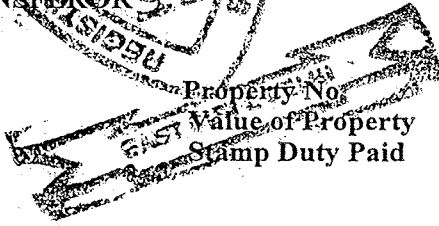
ACYPC - 4535-E

TRANSFER DEED

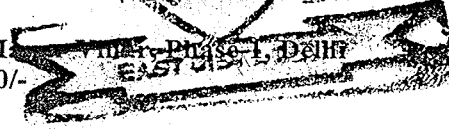
AACPA - 3536-H

(Shatish Chandra)  
TRANSFEROR

SPECIAL OFFICER



Property No : Plot No. 4A, M  
Value of Property : Rs. 6,83,86,340/-  
Stamp Duty Paid : Exempted



THIS INDENTURE is made on this 11<sup>th</sup> day of January 2010 at New Delhi between:

**IFCI Ltd**, [Formerly Industrial Finance Corporation of India established under an Act of Parliament (Act 15 of 1948) and subsequently, corporatised to a Public Limited Company viz 'The Industrial Finance Corporation of India Ltd', registered under the Companies Act, 1956 w.e.f. 1<sup>st</sup> July, 1993 under the provisions of Industrial Finance Corporation (Transfer of Undertaking and Repeal) Act, 1993 and published in The Gazette of India, Extraordinary, Part-II, Section-I dated April 2, 1993. Further, the name of 'The Industrial Finance Corporation of India Ltd' was changed to IFCI Ltd w.e.f. 27.10.1999 in terms of fresh Certificate of Incorporation dated 27.10.1999 issued by Registrar of Companies, N.C.T. of Delhi & Haryana] (hereinafter referred to as IFCI) and having its Registered office at IFCI Tower, 61, Nehru Place, New Delhi-110 0019 and having PAN No. AAAC TO668G, through **Shri Satish Chandra, Sr. Associate Vice President** and authorized officer of IFCI, hereinafter referred to as "the **Transferor**" (which expression unless excluded by or repugnant to the context shall include its successors, permitted assigns and authorized representatives) of the First Part; and

कते आईएफसीआई लिमिटेड  
आधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

IFCI Infrastructure Development Limited

Date 11/01/2010

Deed Related Detail		Deed Name SALE
SALE WITHIN MC AREA		Land Detail
Tehsil/Sub-Tehsil Sub Registrar VIII	Area of Building 0	Area of Property
Village/City Mayur Vihar Phase-I	Building Type	Property Type Residential
Place (Segment) Mayur Vihar Phase-I		Area of Property
Money Related Detail		
Consideration Amount 0.00 Rupees	Stamp Duty paid 0.00 Rupees	
Value of Registration Fee 100.00 Rupees	Pasting Fee 1.00 Rupees	

This document of SALE

Presented by : Sh/Smt S/o W/o

in the office of the Sub Registrar, Delhi this 11/01/2010 day Monday

Sub Registrar VIII  
Registrar/Sub Registrar  
Delhi/New Delhi

Signature of Presenter  
Execution admitted by the said Shri/Ms Satish Chandra

and Shri/Ms A K Assija

Who is/are identified by Shri/Smt/Km. Neha Kapur S/o W/o D/o Vijay Kapur. R/o 107-C SEC-11 Noida

and Shri/Smt./Km Rajesh Kumar Sharma S/o W/o D/o Vidya Rattan Sharma R/o C6/172-A Keshav Puram Delhi (Marginal Witness). Witness No. It is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Vendor(s) Mortgagor(s) admit(s) prior receipt of an entire consideration Rs.0.00 Rupees zero Only

The Balance of entire consideration of Rs. Rupees has been paid to the

Sh/Ms. A.K Assija S/o W/o

Vendor(s)/Mortgagor(s) by R/o 61 Nehru Place New Delhi

vendee(s) /Mortgagor(s) in my presence. He/They/we are also identified by the aforesaid witnesses.

Sub Registrar VIII  
Registrar/Sub Registrar  
Delhi/New Delhi

Date 11/01/2010

Neha Kapur

Rajesh Kumar

3

**IFCI Infrastructure Development Ltd. (IIDL)** a company incorporated under the Companies Act, 1956 and having its Registered office at IFCI Tower, 61, Nehru Place, New Delhi-110 019 having PAN No AABCI7713C through Shri A.K. Assija, Assistant General Manager and authorized officer of IIDL hereinafter referred to as "the Transferee" (which expression unless excluded by or repugnant to the context shall include its successors, permitted assigns and authorized representatives) of the Second Part.

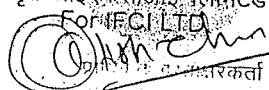
Each of the Transferor and the Transferee shall hereinafter wherever the context requires shall be jointly referred to as the Parties and individually as the Party.

**WHEREAS:**

1. IFCI, the Transferor vide an auction made by Delhi Development Authority on 28.08.2007 was allotted Plot No 4A, District Centre, Mayur Vihar, Phase I, Delhi-110091 and subsequently became the owner of the same by way of duly registered Conveyance Deed with Sub-Registrar VII, New Delhi and is delineated on the plan annexed and as per details given below hereinafter referred to as "Property", more particularly described in the schedule annexed hereto as **Schedule I**.

S.No	Plot No.	Area	Book No., Vol. No. and Page No.	Conveyance Deed No. and date of registration
1.	Plot No 4A, District Centre, Mayur Vihar Phase I, Delhi-110091	413.67 Sq. Metres	Additional Book No.1, Volume No.3519, Pages 84-87	Registration No.15463 dated 30/10/2009

2. The Transferor is, thus, absolutely seized and possessed of or otherwise well and sufficiently entitled to the Property situated at Plot No.4A, District Centre, Mayur Vihar, Phase-I, Delhi, more fully described in the Schedule I hereunder written.

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For IFCI LTD  
  
Authorized Officer  
Signatory



IFCI Infrastructure Development Limited

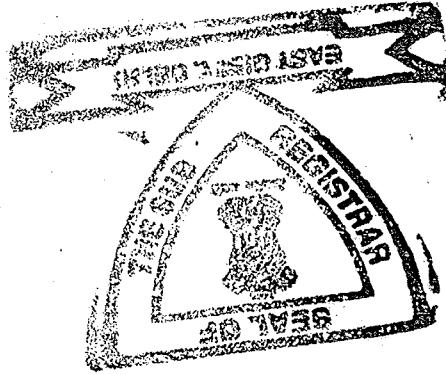


*Brown*

*Nick Kapur*



*W. J. [unclear]*



*W. J. [unclear]*

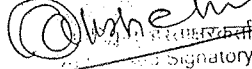
- (5)
3. The Transferor has decided to transfer the said Property at Mayur Vihar, more particularly described in the Schedule I hereunder written, to Transferee for a consideration of Rs. 6,83,86,340/-(rounded of) (Rupees Six crore Eighty Three Lakh Eighty Six thousand Three Hundred and forty only) by way of issuance of 68,38,634 number equity shares of IIDL of the face value of Rs. 10/- each, (the Consideration).
  4. IIDL, the Transferee herein has agreed for the transfer of the said Property in its name at Mayur Vihar, Delhi, more particularly described in the Schedule I hereunder written free from all encumbrances at the consideration as agreed upon between the Transferor and the Transferee and on the terms and conditions mutually arrived at between the Parties.
  5. That Transferee is a wholly owned subsidiary company of the Transferor and the entire issued share capital of the Transferee is in the beneficial ownership of the Transferor. This Transfer Deed is exempt from levy of Stamp Duty under the Indian Stamp Act, 1899 in terms of Notification No.1 dated 16/01/1937 published as item No.55 in the Government of India, Finance Department (Central Revenues). Stamp Notification No.13 dated 25/12/1937 published at page No.2036 to 2039 of the Government of India Gazette, Part I dated 25/12/1937 and a certificate to this effect has been obtained from the Collector of Stamps, New Delhi vide Certificate/Order No. F.10/COS/Def Col/2009-2010/1269-1270 dated 8/1/2010.
  6. Since the Parties desire to record in writing the terms and conditions of their mutual understanding, hence this Indenture.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- i. In pursuance of the above said Consideration, Transferor doth hereby acknowledges on or before the execution of these presents, grant, transfer, assign and assure the Transferee free from all encumbrances the said Property at Mayur Vihar containing a total freehold land area of 413.67 Sq.m all estate, rights, title, interest, liberties, easement, privileges, appendages and appurtenances whatsoever to the said Property or any part thereof.

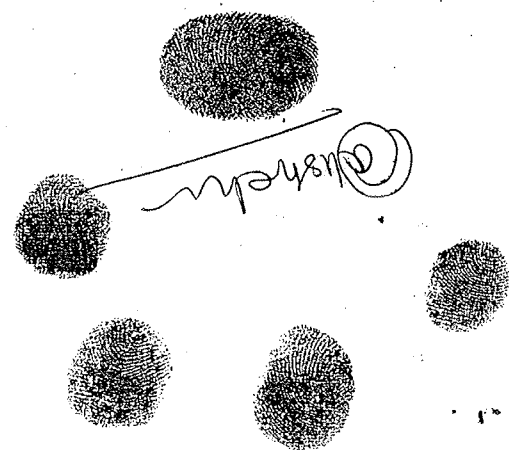
कृते आईएफसीआई लिमिटेड

For IFCI LTD

  
Authorized Signatory

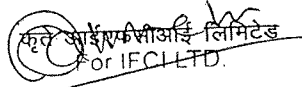


IFCI Infrastructure Development Limited



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- ii. The Transferor hereby grants unto the Transferee the right to have and to hold, own, possess, enjoy, develop/redevelop and dispose of in a discretionary manner the said Property and every part thereof hereby granted and transferred or expressed and intended so to be with the right, title, interest, and appurtenances unto and to the use of the Transferee for ever, freed and discharged from or otherwise by the Transferor, well and sufficiently indemnified against all encumbrances, charges, liens, attachments whatsoever created or suffered by the Transferor from/to these presents.
- iii. The Transferor doth hereby covenants with the Transferee that notwithstanding any act, deed or thing whatsoever by the Transferor or by any of its predecessors in the title of the Property, done or executed or knowingly suffered to the contrary, the Transferor had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to transfer, assign and assure the said Property, hereby granted, and transferred or expressed or intended so to be unto the Transferee in the manner aforesaid AND THAT the Transferee shall and may at all times hereafter peaceably and quietly enter into, possess and enjoy the said Property and every part thereof without any hindrance from the Transferor or from any of its predecessors in title.
- iv. FURTHERMORE the Transferor undertakes that it shall at all times hereafter indemnify and keep indemnified the Transferee from and against all losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Property, hereby transferred by the Transferor, or any breach of the covenants hereunder contained.
- v. The Transferor acknowledges that except the Transferor no other person has any right, title, interest or claim in respect of Property herein and the Property are free and clear from all kind of claims, encumbrances, liens, attachments, requisitions, demands, suits, disputes, defects of title or any litigation etc.

  
फोर् इन्फ्रास्ट्रक्चर डेवलपमेंट लिमिटेड  
For IFCL LTD.

प्राधिकृत हस्ताक्षरकर्ता  
Authorised Signatory



IFCL Infrastructure Development Limited

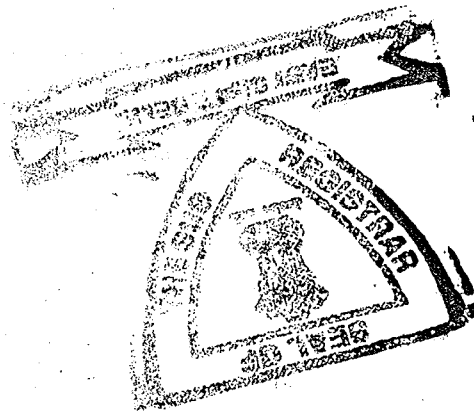




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- vi. The Transferor certifies that neither any acquisition or requisition proceedings of any nature have been taken or are in process nor contemplated nor any compensation has ever been received or claimed by the Transferor or any other person in respect of the aforesaid Property from any authority. Original title deeds of the Property have neither been pledged nor given in any security by the Transferor or their predecessors in title. In other words the Transferor has an absolute, perfect and marketable title in the aforesaid Property.
- vii. The Transferor acknowledges the receipt of Consideration in the form as described in schedule annexed hereto as **Schedule II** on or before the date of this Indenture and in consideration thereof has transferred the Property unto the Transferee.
- viii. The Transferee shall henceforth hold the aforesaid Property as the absolute owner thereof and shall be entitled to all the benefits arising out of such ownership and possession. The Transferee shall enjoy all the rights, title and interest to use and to get all benefits in any manner as it may think proper and mutate in its name the said Property in all relevant records as the owner in possession through this Indenture of Transfer Deed, and for which the Transferor shall provide all its cooperation and hereby undertakes to give no objection/consent before all competent authorities at all times, as and when required to facilitate mutation entry in respect of the Property in the name of the Transferee.
- ix. That all the past balance taxes, charges, levies etc. in respect of the Property accrued till the date of this Indenture shall be paid by the Transferor and hereafter shall be payable by the Transferee.
- x. The Transferor hereby covenants and undertakes to make and execute such deeds, affidavit etc. whatever is required under applicable law and order in favour of the Transferee in furtherance of this Indenture to confer unimpeachable and unfettered title upon the Transferee by and under this Indenture of Transfer Deed.


कृते आईएफसीआई लिमिटेड  
For IFCI Ltd.  
प्रतिष्ठित हस्ताक्षरकर्ता  
Authorised Signatory

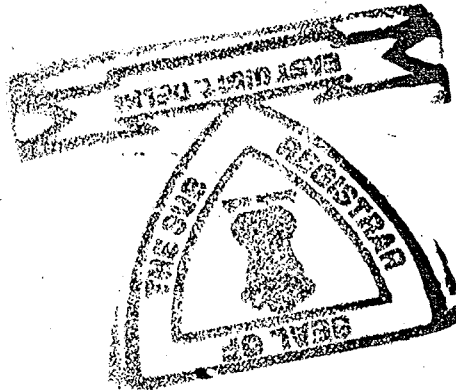
IFCI Infrastructure Development Limited



- xi. The Transferor hereby agrees to keep harmless and indemnified the Transferee from and against all losses, damages, costs or expenses which it may sustain or incur by reason of any claim being made by anybody on the Property, after the execution of this Indenture and further undertakes to reimburse and make good the loss if any caused to the Transferee including refund of the consideration with costs, losses, expenses, interest etc. in case the Transferee is deprived of the ownership of the Property or any part thereof on account of any misrepresentation by the Transferor.
- xii. The Transferor transfers to the Transferee all its rights, title, interest, easements etc. vested in it and now all the said rights, title, interest, easements etc. in the Property shall vest in the Transferee and the Transferor shall now onwards cease to have any right and interest whatsoever in respect of the Property as transferred herein to the Transferee. The Transferor is handing over to the Transferee the original copies of all the available title documents of the Property, unless stated otherwise.
- xiii. This Indenture of Transfer Deed has been executed and registered at New Delhi. The expenses of the execution and registration of this Indenture shall be borne and paid by the Transferee.
- xiv. This Indenture of Transfer Deed shall be held by the Transferee and its photocopy will be given to the Transferor for its records and legal purposes.
- xv. This Indenture constitutes the entire agreement between the Parties. It sets forth all intended rights and obligations and supersedes any and all previous agreements, correspondence and understanding between them with respect to the subject matter hereof.
- xvi. If any portion of this Indenture shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Indenture shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in the Indenture.

कृते आईएफसीआई लिमिटेड  
OFFICIAL  
प्राधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

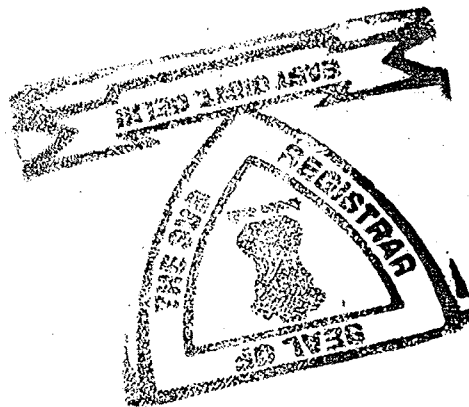
  
IFCI Infrastructure Development Limited



- xvii. No modification, representation, promise or agreement in connection with the subject matter of this Indenture shall be valid unless made in writing and signed by the Parties.
- xviii. Recitals, schedules and annexures, plans to this Indenture shall form an integral part of this Indenture of Transfer Deed.
- xix. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this deed.
- xx. The competent Courts at Delhi shall only have the legal jurisdiction. Both the Parties shall be entitled to approach the competent court in order to obtain any interim relief that they may require.

कम्पे इन्फ्रास्ट्रक्चर डेवलपमेंट लिमिटेड  
प्रमाणित हस्ताक्षरकर्ता  
Authorised Signatory

  
IFCI Infrastructure Development Limited



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IN WITNESS WHEREOF, the Parties hereto have executed these present  
on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY  
IFCI Limited,  
the Transferor, by the hands of,

Shri Satish Chandra,

Sr. Associate Vice President, authorized official

कृते आईएफसीआइ लिमिटेड  
FOR IFCI LTD.  
प्रधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

SIGNED SEALED AND DELIVERED BY  
IFCI Infrastructure Development Ltd  
the Transferee, by the hand of

Shri. A.K. Assija,

Assistant General Manager authorized official

IFCI Infrastructure Development Limited

WITNESS:

1. NEHA KAPUR, D/O VIJAY KAPUR  
107-C, Dhawalgiri Apts  
Sector-11, NOIDA

Neha Kapur

2. RANNA BB PPS-6901-1C

Ranna

2. Rajesh Kr. Sharma  
86 Sh. Vidya Keshan Sharma  
C-6/172-A Keshav Puram  
Delhi-35

कृते आईएफसीआइ लिमिटेड  
FOR IFCI LTD.

प्रधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

IFCI Infrastructure Development Limited

Reg. No. 387  
Reg. Year 2010-2011  
Book No. 1



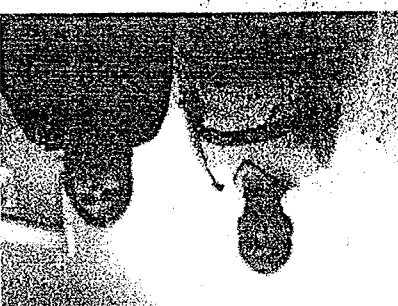
Ist Party

फोटो :-



IInd Party

फोटो :-



Witness

फोटो :-

Ist Party फोटो :- Satish Chandra

IInd Party फोटो :- A.K. Assija

Witness फोटो :- Neha Kapur, Raiesh Kumar Sharma

**Certificate (Section 60)**

Registration No. 387 in additional Book No. 1 Vol No 4,376

on page 27 to 37 on this date 11/01/2010 day Monday

and left thumb impressions has/have been taken in my presence.

Sub Registrar  
Sub Registrar VIII  
New Delhi/Delhi

Date 11/01/2010





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### SCHEDULE I

All that piece and parcel of freehold immovable property being Plot No.4A, District Centre Mayur Vihar, Phase -I, Delhi of the layout plan of and consists of an area of 413.67 Sq Meters or thereabouts bounded as follows:

East – Road

West – Plot No.4B, District Centre Mayur Vihar, Phase -I, Delhi,

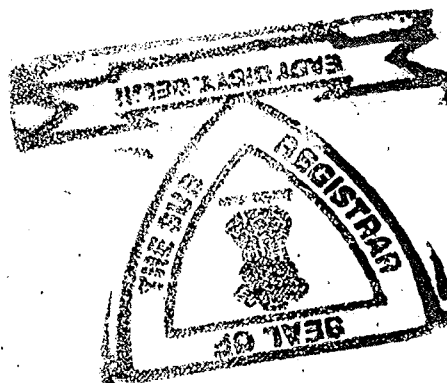
North – Road

South – Road

कृते आईएफसीआई लिमिटेड  
IFCI LTD.  
प्राधिकृत हस्ताक्षरकर्ता  
Authorised Signatory




IFCI Infrastructure Development Limited



## SCHEDULE II

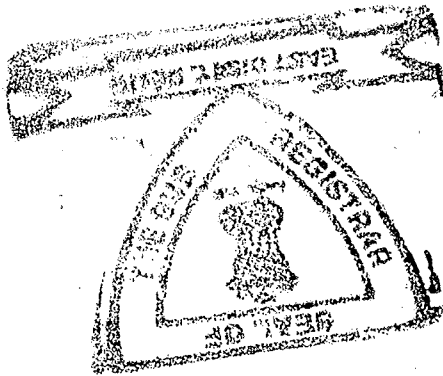
S. No.	Number of Equity Shares of IIDL.	Face Value of each equity share (Rs.)	Total consideration (Rs.)
1.	6838634	10	6,83,86,340

कृते आईएफसीआई लिमिटेड  
For IFCI LTD.

  
Authorized Signatory



IFCI Infrastructure Development Limited



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# REVISED SITE PLAN. L.D.P.

**दिल्ली विकास प्राधिकरण**  
**Delhi Development Authority**

**F84(9)07/CE. SERVICE APARTMENTS**

**FILE No.:-** MAYUR VIHAR  
**ब्लॉक नं.** 4 A  
**SCHEME** 6510  
**सुवि. प्रयोग :-** DRG. I  
**LAND USE:** Commercial (SERVICE APARTMENTS)

**Block No.** 4 A  
**संख्यक नं.**  
**Pocket No.** Sector No.

**प्लॉट नं. 4 A**  
**प्लॉट नं. 4 B**

**हस्ताक्षर** **आधिकृत हस्ताक्षर**  
**Signature** **Authorised Signatory**

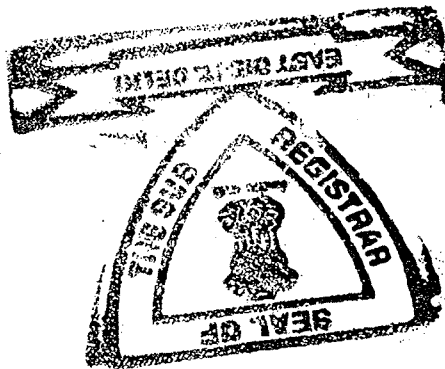
**कृते आईएफसीआई लिमिटेड**  
**For IFCI LTD.**  
**LESSEE/VENDEE**

**प्राधिकृत हस्ताक्षरकर्ता**  
**Authorised Signatory**

**PREPARED BY** **DATE** 17/04/09  
**FOR** **DELHI DEVELOPMENT AUTHORITY**  
**FOR** **DELHI DEVELOPMENT AUTHORITY**

कृते आईएफसीआई लिमिटेड  
 For IFCI LTD.  
 प्राधिकृत हस्ताक्षरकर्ता  
 Authorised Signatory

IFCI Infrastructure Development Limited



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**OFFICE OF THE COLLECTOR OF STAMPS (DEFENCE COLONY)  
M B ROAD SAKET : NEW DELHI**

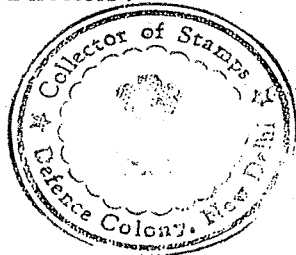
No F.19COS/Def Col/2009-2010 1269-1270

Dated: 8/11/10

**ORDER**

This is Certify that IFCI Infrastructure Development Limited (the Company) with office on 27/8/2009 & 21/10/2009 respectively the company become a subsidiary of IFCI Limited having its Registered Office at IFCI Tower ,61 Nehru Place New Delhi which along with its nominees holds 100% equity Shares of the Company and beneficially by transferor company who the subsidiary company as per Notification dated 16/11/1937, issued by Govt. of India , the stamp Duty payable on the Transfer deed in respect of properties of Property Plot No. 4A Disrict Centre, Mayur Vihar , Phase -1 Delhi -91 Area 3600Sq M & 4A Disrict Centre, Mayur Vihar , Phase -1 Delhi -91 Area 3600Sq M area 413.67 Sq Mtrs is exempted under the provision of above Notification.

It has been confirmed by the Register of Company vide No.8129 dated 19/11/09 ,therein ROC Ministry of Corporate Affairs NCT Delhi & Haryana Nehru Place New Delhi mentioned that IFCI Infrastructure Development Limited (the Company) with office on 27/8/2009 & 21/10/2009 respectively the company become a subsidiary of IFCI Limited having its Registered Office at IFCI Tower ,61 Nehru Place New Delhi which along with its nominees holds 100% equity Shares of the Company .An affidavit is also filed the companies Directors.

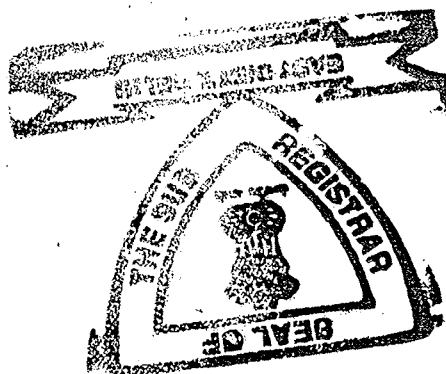


*[Signature]*  
COLLECTOR OF STAMPS

(DEFENCE COLONY)DISTRICT SOUTH

*Collector of Stamps  
Head Office  
M.B. Road Saket, New Delhi*

Sh A K Assija  
Assistant General Manager  
IIDL , IFCI Tower ,61.Nehru Palce  
New Delhi.



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**EXTRACT OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF IFCI LTD. (IFCI) HELD ON THURSDAY, THE 29<sup>th</sup> NOVEMBER, 2001 AT NEW DELHI.**

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**ITEM NO. 2.13      Delegation of signing powers to the officers of IFCI.**

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The Board considered the Memorandum No. 232A/2001-2002 dated the 23<sup>rd</sup> November, 2001 on the subject. The Board was informed that the IFCI General Regulations, 1982 empowered various officers of the Corporation to sign and execute various documents on behalf of IFCI and thereafter, the Board also authorised more officers for the said purpose, from time to time. The Board was further informed that in view of the change in organisational set up of IFCI, creation of new posts, abolition of certain posts and changes in designations of certain officers, over the years, it is considered necessary to get a single consolidated resolution passed by the Board of Directors of the Company authorising the officers of IFCI to sign and execute various documents on behalf of IFCI.

The Board considered the matter and passed the following resolution:

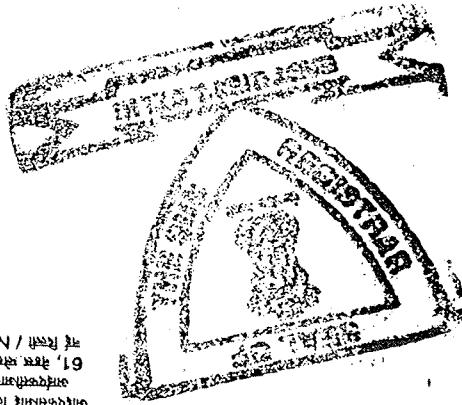
"RESOLVED that all officers of IFCI in all disciplines, except Private Secretaries viz. Chairman & Managing Director, Whole-time Directors, Executive Directors, Chief General Managers, Company Secretary, General Managers, Dy. General Managers, Asstt. Company Secretary, Asstt. General Managers, Managers and Asstt. Managers and such other officers as may be authorised by the Chairman & Managing Director, be and are severally authorised to:

i) sign, issue, execute, endorse and transfer promissory notes, bonds, stock receipts, stocks, debentures, shares, proxies, securities and documents of title to goods standing in the name of or held by IFCI and to draw, accept and endorse bills of exchange and other instruments in the current and authorised business of IFCI and to open bank accounts and operate thereon and to sign all other accounts, receipts, deeds, agreements, contracts and documents connected with any business of IFCI.

ii) Sign and execute on behalf of IFCI all legal documents, instruments, guarantees and agreements which are required to be executed for and on behalf of IFCI in connection with the current and authorised business of IFCI.

**IFCI Limited**

Regd. Office : IFCI Tower, 61 Nehru Place, New Delhi - 110 019  
Phone: +91-11-4173 2000, 4179 2800, Fax: +91-11-2623 0201, 2648 8471  
E-mail: helpdesk@ifcilttd.com, Website: www.ifcilttd.com



भारतीय रिजर्व बैंक / कंपनी सेक्रेटरी  
 61, नेहरू प्लेस / IFCL टावर  
 नई दिल्ली - 110019  
 26/13/403  
 रुपा सारिका

RESOLVED FURTHER that in case of any Company, body corporate, statutory corporation established under an Act of the Central / State Govts. or a Society whose shares, stocks, bonds and / or debentures are held by IFCL, whether in pursuance of a contract of underwriting or by subscription or as pledge with voting rights or otherwise, or of which Company, body corporate or society, IFCL is a lender / creditor, all officers of IFCL in all disciplines, except Private Secretaries viz. Chairman & Managing Director, Whole-time Directors, Executive Directors, Chief General Managers, Company Secretary, General Managers, Dy. General Managers, Asstt. Company Secretary, Asstt. General Managers, Managers, Managers and Asstt. Managers and such other officers as may be authorised by the Chairman & Managing Director or any person appointed by IFCL as its nominee director on the Board of any assisted concern, be and are hereby authorised severally to represent IFCL and to do acts as its representative and to do all such acts as necessary at all meetings of the Company, body corporate, statutory corporation or society, referred to above or of any class of members, debenture-holders and creditors thereof."

iii) Sign and verify on behalf of the IFCL plaintiffs, applications, petitions, written statements, affidavits, vakalatnamas and all other documents connected with the legal proceedings that are required to be signed and verified on behalf of IFCL.

27

No.:IFCI/2010-

Dated: January 11, 2010

**To Whom It May Concern:**

**Ref: Authority Letter**

Dear Sir,

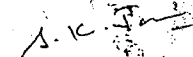
In terms of authority given by the Board of Directors in its meeting held on November 29, 2001, Shri Satish Chandra, Sr. Associate Vice President of the Company, is authorized to sign sale deeds and such other papers, as may be required, on behalf of the Company in respect of transfer of Plot No. 4A, Mayur Vihar District Centre, Delhi in favour of IFCI Infrastructure Development Limited. The signature of Shri Satish Chandra is attested below:

For IFCI Limited

Shri Satish Chandra signs as:

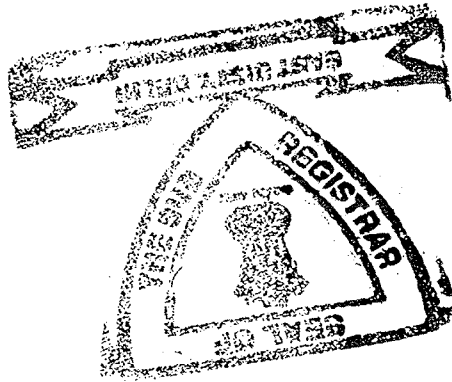


*Signatures attested*

  
(S. K. JAIN)  
Vice President  
IFCI Ltd., IFCI Tower,  
61, Nehru Place  
New Delhi - 110 019

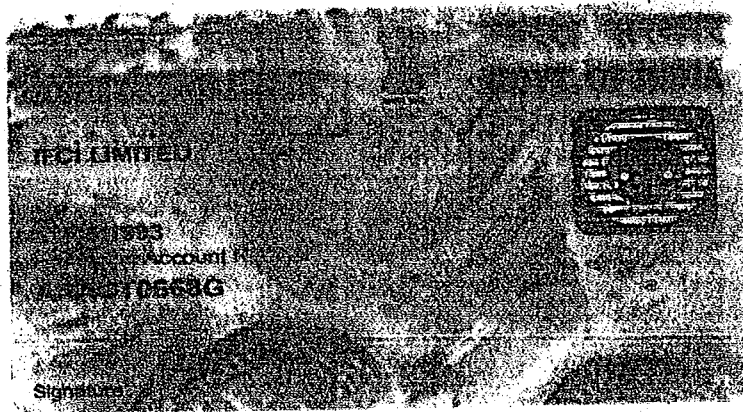
**IFCI Limited**

Regd. Office : IFCI Tower, 61 Nehru Place, New Delhi - 110 019  
Phone: +91-11-4173 2000, 4179 2800, Fax: +91-11-2623 0201, 2648 8471  
E-mail: helpdesk@ifcilt.com, Website: www.ifcilt.com



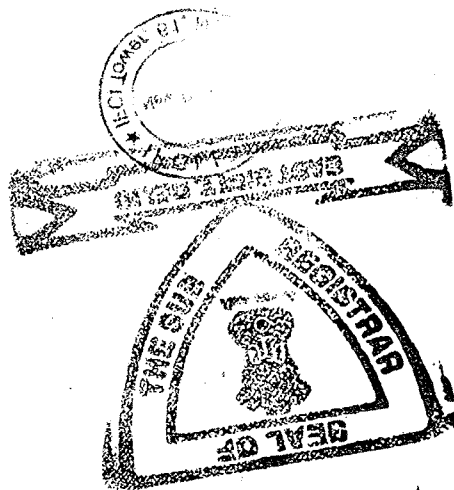
22

29



LTC

*[Handwritten signature]*



**EXTRACTS FROM THE MINUTES OF THE SECOND MEETING OF  
THE BOARD OF DIRECTORS OF IFCI INFRASTRUCTURE  
DEVELOPMENT LIMITED (IIDL) HELD AT CONFERENCE ROOM  
AT IFCI TOWER, 61 NEHRU PLACE, NEW DELHI ON OCTOBER  
30, 2007 AT 10.00 A.M.**

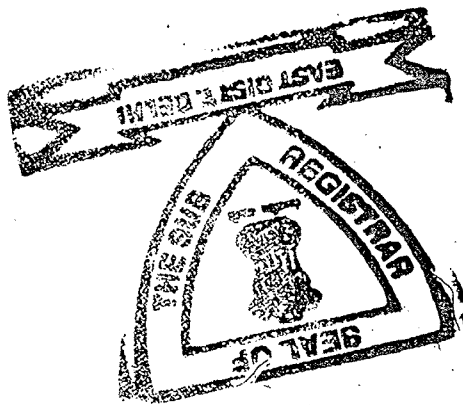
**ITEM NO.4: DELEGATION OF POWERS**

The Board took note that Registrar of Companies, NCT of Delhi & Haryana has already issued certificate for Commencement of Business w.e.f October 23, 2007. In connection with carrying on business activities of the company, the Directors and officers of the company would require delegation of powers from the Board of Directors to represent IIDL at various platforms and to sign various documents on behalf of IIDL. The Board after deliberation approved the following Resolutions:

**"RESOLVED that** all the Directors of IFCI Infrastructure Development Limited (IIDL) and all the officers of IIDL in all disciplines, be and are severally authorised to: -

- (i) sign, issue, execute, endorse and transfer promissory notes, bonds, stock receipts, stocks, debentures, shares, proxies, securities and documents of title to goods standing in the name of or held by IIDL and to draw, accept and endorse bill of exchange and other instruments in the current and authorised business of IIDL and to open bank accounts and operate thereon and to sign all other accounts, receipts, deeds, agreements, contracts and documents, connected with any business of IIDL;
- (ii) sign and execute on behalf of IIDL all legal documents, instruments, guarantees and agreements which are required to be executed for and on behalf of the IIDL in connection with the current and authorised business of IIDL;
- (iii) sign and verify on behalf of the IIDL complaints, applications, petitions, written statements, affidavits, vakalatnamas and all other documents, connected with the legal proceedings that are required to be signed and verified on behalf of IIDL."





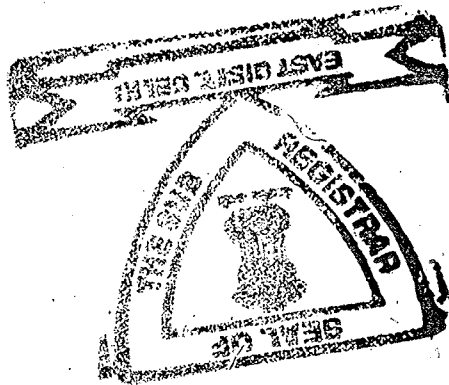


**"RESOLVED FURTHER that** in case of any company, body corporate, statutory corporation established under an Act of the Central / State Government or a Society whose shares, stocks, bonds and / or debentures are held by IIDL, whether in pursuance of a contract of underwriting or by subscription or as pledge with voting rights or otherwise, or of which Company, body corporate or Society IIDL is a lender / creditor, all officers of IIDL in all disciplines or any person appointed by IIDL as its nominee director on the Board of any concern, be and are hereby authorised severally to represent IIDL and to do acts as its representative and to do all such acts as necessary at all meetings of the company, body corporate, statutory corporation or society, referred to above or of any class of members, debenture-holders and creditors thereof."

Certified to be true  
FOR IFCI Infrastructure Development Limited

(Rajiv Singh)  
Company Secretary





h8

No.:IIDL(Misc)/2010-

Dated: January 11, 2010

**To Whom It May Concern:**


**Ref: Authority Letter**

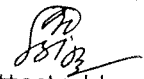
Dear Sir,

In terms of authority given by the Board of Directors in its meeting held on October 30, 2007, Shri Ashok Kumar Assija, Assist. General Manager of the Company, is authorized to sign sale deeds and such other papers, as may be required, on behalf of the Company in respect of transfer of plot no. 4A, Mayur Vihar District Centre, in favour of the Company. The signature of Shri Ashok Kumar Assija is attested below:

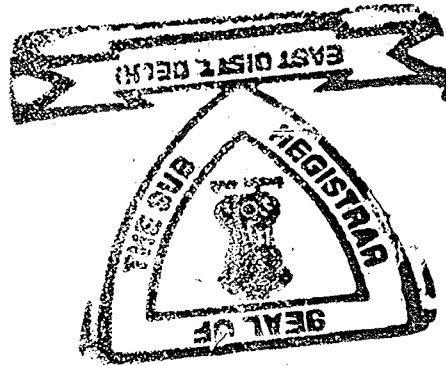
For IFCI Infrastructure Development Ltd.

Shri Ashok Kumar Assija signs as:

  
(Rajiv Singh)  
Company Secretary

  
Attested by

  
(Rajiv Singh)



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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

IFCI INFRASTRUCTURE  
DEVELOPMENT LIMITED



10/10/2007

Permanent Account Number

AABC17713C

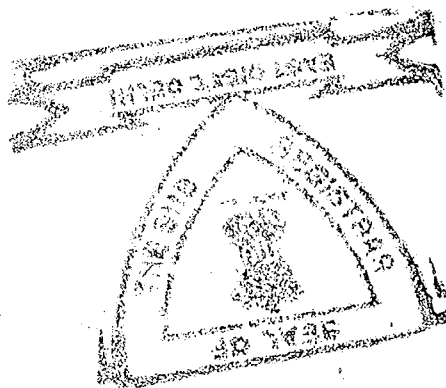
21/12/2007

आयकर विभाग / पाने भर करपा सुचित करे / लीडर  
आयकर विभाग / पाने भर करपा सुचित करे / लीडर  
मुंबली मॉडल / टाईस टोवर / कमला मिलस / कम्पाउंड  
एस. बी. मार्ग / लोवर मरेल / मुम्बई - 400 013

If the card is lost / someone stole card / someone  
Please inform the person  
Income Tax Services Unit NSDL  
1st Floor, 1st Floor  
Kamala Mills Compound  
S.B. Marg, Lower Marol, Mumbai - 400 013  
Tel: 2345 6789 / 2345 6789  
E-mail: income@nsdl.com

CIC  
[Signature]





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File No. 23503 Dated 22/10/2009  
 Certified that the instrument has been properly stamped and duly registered in the Register Office  
 Act. No. 1935465  
 Transfer No. 3870420 File No. F-84 (9) 2007/CL  
 Total deposited Rs. 55  
 No. 55  
 Collector of Stamps  
 Vikas Sadan, New Delhi  
 FORM BA  
 (See Rule 42)  
 T-16  
**DELHI DEVELOPMENT AUTHORITY**  
**CONVEYANCE DEED**  
 (For Commercial Properties allotted on Freehold basis through Auction)



This deed of conveyance made on this 29th day of October, 2009 between President of India, hereinafter called "THE VENDOR" through DDA, Vikas Sadan, New Delhi (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Sh./Smt/M/s. IFCI Ltd.

R/o. IFCI Tower, 61 - Nehru Place, New Delhi - 110019 hereinafter called "the Purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other part.

WHEREAS Plot No. :- 4 A, measuring 413.67 sq.m. (additional) situated in Mayapuri Vihar, D.S.H. Centre was allotted to the purchaser by Delhi Development Authority vide allotment letter No. F-84 (9) 07/CL/3050 dated 6-8-08 against a consideration of Rs. 6,45,15,380/- (Rupees Six crore forty five lakh fifteen thousand three hundred eighty) which has been received subject to limitation, terms and conditions mentioned in the said letter of allotment.

AND WHEREAS representing that the said allotment is still valid and subsisting, the said purchaser has applied to the Vendor to execute the Conveyance Deed for free hold ownership rights in the said demised property allotted to him and physical possession whereof has been handed over to him on 28/10/09 and this deed is being executed accordingly of the said demised property subject to terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs. 6,45,15,380/- Rupees Six crore forty five lakh fifteen thousand three hundred eighty, was paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges), the aforesaid representation and subject to limitation mentioned hereinafter, the Vendor do hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid purchaser free hold ownership in the Scheme Mayapuri Vihar, D.S.H. Centre Plot No. 4-A

- (1) The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property together to search for, win, make merchantable and carry away the said mines, and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any buildings under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him thereby, subject to the payment of land revenue or other dues payable of which may become lawfully payable in respect of the said property and to all public rights or claims affecting the same.
- (2) That notwithstanding execution of this Deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Layout plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section-14 of Delhi Development Act or any other law for the time being in force.
- (3) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.
- (4) The said plot is allotted on the basis of 'as is' and the purchaser cannot make any alteration/addition/encroachment/unauthorized construction in or around the same without written permission of Vendor and Vendor may refuse or grant the same subject to such terms and conditions as deems proper.

कृते आईएफसीआई लिमिटेड  
 For IFCI LTD.

प्राधिकृत हस्ताक्षरकर्ता प्राधिकृत हस्ताक्षरकर्ता  
 Authorised Signatory Authorised Signatory

Lease Administration Officer (CL)  
 D.D.A. Vikas Sadan,  
 INA, New Delhi