

Originals with K101

o/c

M. M. SINGHI  
BIJAL CHHATRAPATI  
ANDEEP SINGHI  
PREETI SINGHI

**Singhi & Co.**  
(REGISTERED)  
**Advocates, Solicitor and Notary**

**AHMEDABAD OFFICE :**  
7 - 8, PREMCHAND HOUSE ANNEXE, ASHRAM ROAD, AHMEDABAD-380 009.  
**LAWYERS' CHAMBER :**  
CHAMBER NO - 314, HIGH COURT PREMISES,  
SOLA-GANDHINAGAR HIGHWAY, AHMEDABAD-380 060.  
**MUMBAI OFFICE :**  
609, DALAMAL TOWER, 211, NARIMAN POINT, MUMBAI - 400 021  
REPLY AHMEDABAD / MUMBAI OFFICE

**AHMEDABAD OFFICE :**  
TELEPHONES  
2658 8336  
2658 8965  
2658 3512  
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91-079-26587536  
E-Mail  
ahmedabad@singhiandco.com  
**MUMBAI OFFICE :**  
TELEPHONE  
022-4002 8926  
TELE FAX  
022-2282 8926  
E-Mail  
mumbai@singhiandco.com

MMS/2317/3067  
27th December, 2010

Ikisan Limited,  
Nagarjuna Hills,  
Hyderabad-500 082.

Attn: Shri M. Ramakanth.


Dear Sir,

Re: Purchase of land at Village Chandrapura, Taluka Halol, District Panchmahal in the State of Gujarat.

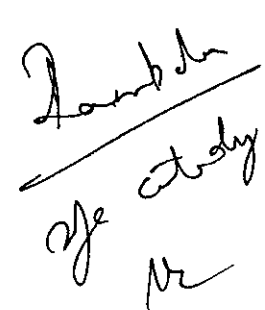
We are pleased to send herewith original Deed of Conveyance dated 8-12-2010 executed by Polyset Plastics Private Limited in favour of your Company duly registered with the Sub-Registrar, Kalol (PMS) on the same day under Serial No.3428 for your records.

Please acknowledge.

Yours faithfully,  
For **SINGHI & CO.**

  
(M.M. Singhi)  
Advocate

Encl : As above.

  
Shri M. Ramakanth  
Advocate

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post

Singhi & Company, Advocates,  
7, Premchand House Annexe,  
Ashram Road,  
Ahmedabad - 380 009.

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DEED OF CONVEYANCE

gm

214/621

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UCO BANK,  
Sabarkunj, Opp. Sales India,  
Navrangpura, Ashram Road,  
Ahmedabad-380009.  
GUJ/SOS/AUTH/AV/24/2005

भारत 71997  
133501  
INDIA

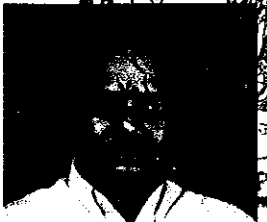
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GUJARAT  
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R.0000300/-P85370

STAMP DUTY

P-1/SDNagarjuna Fertilizers  
(Polyset Plastics)



71997  
Name of Purchaser  
C/o. Sinshi & Co  
Ashram Road, Ahmedabad  
380009  
300/-  
UCO BANK  
Manager  
Navrangpura R.



Serial No. 71952  
Name of Purchaser  
L. K. SANI LTD  
Address C/o Sinshi & Co.  
Ashram Road, Ahmedabad  
Value of Stamp  
4238500/-  
फते पू ने बैंक/फते UCO BANK  
प्रबंधक/Manager  
नगरपुरा शाखा/Navrangpura B.

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UCO BANK,  
Sabarkunj, Opp. Sales India,  
Navrangpura, Ashram Road,  
Ahmedabad-380009.  
GUJ/SOS/AUTH/AV/24/2005

*Handwritten signature: Anjaneeshwari Rao*  
*Handwritten signature: M. D. Bhatt*

THIS INDENTURE made at HALOL this 8<sup>th</sup> day of December  
Two Thousand Ten by and between POLYSET PLASTIC  
PRIVATE LIMITED, a Company incorporated under the provisions  
of the Companies Act, 1956 and having its Registered Office

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*Handwritten signature: M. D. Bhatt*

*Handwritten signature: M. D. Bhatt*

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192501  
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R. 4238500/-P85370  
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at 11-A, Mehta Industrial Estate, First Floor, J.P. Road No.2, Goregaon (East), Mumbai – 400 063 (PAN AAACP7373E) (hereinafter referred to as the "Vendor") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the One Part.

AND

**IKISAN LIMITED**, a public limited company within the meaning of the Companies Act, 1956 (1 of 1956) and having its Registered Office at A/612, Dalamal Tower, 211, Nariman Point, Mumbai – 400 021 in the State of Maharashtra (PAN AADCC2656E) (hereinafter called the "Purchaser") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Other Part.



**WHEREAS:**

- (A) The Vendor was seized and possessed of land bearing Survey No.2421 admeasuring 49272 Sq. Mtrs. of Village Kanjari, Taluka Halol, District Panchmahal. The Gujarat Industrial Development Corporation – for short GIDC – was seized and possessed of Plot Nos.2503, 2504, 2505 and 2506 each admeasuring 10,400 Sq. Mtrs. collectively admeasuring 41,600 Sq. Mtrs. comprising Survey Nos.2451 1586, 1695, 1694, 1693, 2449, 1593, 1592 and 1591 of Village Kanjari of Halol Taluka District Panchmahal acquired for GIDC Industrial Estate and were standing in name of GIDC.

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*H. B. ...*  
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- (B) By a Deed of Exchange by and between the Vendor and the GIDC made on 27<sup>th</sup> October, 1986 and registered in duplicate in the office of Sub-Registrar, Kalol on 28-10-1986 under registration No.1464, GIDC exchanged and transferred its lands comprising Plot Nos.2503, 2504, 2505 and 2506 each admeasuring 10,400 Sq. Mtrs. and collectively admeasuring 41,600 Sq. Mtrs. comprising lands of Survey Nos.2451, 1586, 1695, 1694, 1693, 2449, 1593, 1592 and 1591 of Mouje Village Kanjari to the Vendor against transfer of land bearing Survey No.2421 in exchange by the Vendor to the GIDC. Accordingly the plot lands and the lands were mutated respectively in the names of the exchangers by a mutation entry No.7107. Thus the lands comprising GIDC Plot Nos.2503, 2504, 2505 and 2506 came to be owned and possessed by the Vendor as holding freehold lands.

- (C) Thereafter some lands of Village Kanjari were transferred in the newly formed Village Chandrapura in the year around 1995 by Resolution and Order of Government Revenue Department No.GHM-JMN-69/562/272/3996/Kh dated 19-03-1984 as modified by Order dated 29-07-1987 according to which inter alia Old Survey Nos.2451, 1586, 1695, 1694, 1693, 2449, 1593, 1592, 1591 corresponding to GIDC Plot Nos.2503, 2504, 2505 and 2506 are respectively given Survey Nos.121, 122, 132, 133, 135, 136, 139, 140 and 141 of Village Chandrapura and this change is found recorded in revenue record by a mutation entry No.1 of Village Chandrapura. Thus the lands of Old Survey

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and record of right in Village Form No.8/A prepared in then existing name Polyset Products Private Limited of the Vendor.

- (D) The Vendor had made constructions of factory shed, dispatch and office buildings and other collectively admeasuring 6268.03 Sq. Mtrs. (approx.) as per sanctioned plan on lands of GIDC Plot Nos.2505 and 2506, the details of which are mentioned in **Annexure – “A”** to this Deed.

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- (E) Thereafter the Vendor has sold lands admeasuring 20,800 Sq. Mtrs. comprising lands of GIDC Plot Nos.2503 and 2504 forming part of the lands admeasuring 41802 Sq. Mtrs. as mentioned in preamble (C) above to different persons.
- (F) Mamlatdar Halol Taluka by his Order No.L.R.C./Vashi/2009 dated 23-09-2009 separated the area of Survey Numbers for Plot Nos.2503 and 2504 sold by the Vendor and rest of the area corresponding to old GIDC Plot Nos.2505 and 2506 left with the Vendor as mentioned below:-

Plot No.	Name	Corresponding Survey Number of Chandrapura Village	Area in Sq. Mtrs.
2503/1	Rajeshkumar L. Shah and Manisha L. Gurvan	121	45
		132	1372
		133-P	3785
Total ::			5200
2503/2	Sureshkumar Bhaverlal Shah	133-P	5150
		135-P	50
Total ::			5200
2504/1	Babulal P. Jain	133-P	4794
		135-P	391
		141-P	15
Total ::			5200
2504/2	Shankerlal Vatsraj Jain Tejraj Vatsaraj Jain	135-P	1360
		136-P	2256
		141-P	1584
Total ::			5200

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C. S. P. S. Sone

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A. S. Sone

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2505	Polyset Plastics Private Limited	133-P	300
2506		136-P	1772
		139	9093
		140	9837
Total ::			21002

Effect of this division done as per Mamlatdar Halol's Order referred above is given in revenue record by a mutation entry No.304 which is certified on 16-11-2009. Accordingly Village Form No.7/12 depicting the separated areas as mentioned above have been prepared and are reflected on Village Form No.8/A under Account No.139.



- (F) The original name of the Vendor was Polyset Products Private Limited incorporated on 05-01-1979 in the State of Gujarat. The Exchange Deed with GIDC had taken place in the original name of the Company. Then the name of the Company was changed under the provisions of The Companies Act, 1956 from Polyset Products Private Limited to Anju Poly Products Private Limited and Registrar of Companies, Gujarat issued a fresh certificate of incorporation on 01-04-2004 consequent upon change of name. Accordingly the name of the Company was corrected in revenue record by a mutation entry No.192. Thereafter by the Order dated 18-08-2006 of the Hon'ble High Court of Gujarat made in Company Petition No.80 of 2006 in Company Application No.278 of 2006 under the provisions of Sections 391 and 394 of the Companies Act, 1956, Anju Poly Products Private Limited

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has been merged and amalgamated with Polyset Plastics Private Limited whose registered office is at Mumbai. The Hon'ble High Court of Bombay has sanctioned the Scheme of Amalgamation of Anju Poly Products Private Limited with Polyset Plastics Private Limited by Order dated 11-08-2006 passed in Company Petition No.260/2006. Pursuant to the above Orders of the High Courts at Ahmedabad and Bombay all assets and liabilities stood vested in the Transferee Company namely Polyset Plastics Private Limited. Accordingly the above lands and buildings and structures on GIDC Plot Nos.2505 and 2506 lands standing in name of Anju Poly Products Private Limited has stood vested in Polyset Plastics Private Limited and the lands of Survey Nos.133, 136, 139, 140 of Mouje Chandrapura Village is mutated in name of the Transferee Company namely Polyset Plastics Private Limited by a mutation entry No.193.

- (G) The aforesaid lands bearing Survey Nos.133, 136, 139 and 140 of Village Chandrapura are treated as non-agricultural lands on par with old Survey Numbers lands of Kanjari acquired for GIDC and are regularly assessed as non-agricultural lands and non-agricultural assessments are regularly paid.
- (H) Thus the Vendor, at all relevant times, is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being non-agricultural lands, situate at Chandrapura (Sim), Taluka Halol in the Registration District Panchmahal and

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REGISTRAR •  
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- (I) The Vendor has offered to sell to the Purchaser free from all encumbrances and liabilities and the Purchaser has offered to purchase from the Vendor the said Property more particularly described in the Schedule hereunder written at or for a lumpsum price of Rs.8,65,00,000/- (Rupees Eight Crores Sixty Five Lakhs Only)
- (J) The Vendor has represented and assured to the Purchaser as regards the said Property as stated below:-
- (1) The Vendor is the absolute owner of the said Property and the said Property is free from all or any encumbrances and no other person or persons has or have any right, title, interest, claim or demand of any

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December 5, 2010), no injunction or stay is granted in this matter as upto the date of execution of this Deed and the Vendor as Defendant is free and at liberty to sell the said Property.

(ii) Litigation (a) REF Demand LCG No.3/07, (b) Complaint No.7/07 and (c) Recovery Application No.37/08 and 99/08 before the Labour Court, Godhra and Civil Suit No.85/08 filed by Gujarat Labour Federation (Union) against Vendor Company in the Civil Court, Halol for recovery of workers dues and demands for which injunction against the transfer of the said Property, plants, machinery etc. therein is sought. The Vendor declares that no injunction or stay or status-quo order or orders of attachment before judgement is passed by either the Labour Court or the Civil Court in these matters. The Vendor further declares that Advocates Sarvashri J.M. Shah and A.T. Shah respectively attending these matters has issued certificate to this effect on 04-12-2010 and thereafter no such order of injunction or status-quo order or prohibitory order is passed as upto the date of execution of this Deed.

(3) That the Vendor has not created any mortgage, charge, lien or any other encumbrance whatsoever and howsoever, in respect of the said Property or any part thereof and the same is not subject to any claim, demand, encumbrance, attachment or any processes

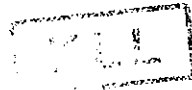
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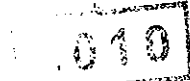
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H. Sankar



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issued by any Court or any Central or State Government Authority or any statutory authority as upto the date of execution of this Deed.

- (4) That the Vendor has not entered into any Agreement or Arrangement orally or written in respect of sale of or any other transaction in respect of the said Property with any one else except the Purchaser herein.
- (5) That the Vendor has not created any adverse right or interest or concealed any information or order in respect of the said Property whereby the Vendor is prevented from selling, transferring and conveying the same in favour of the Purchaser, that there are no proceedings initiated or pending against the Vendor in respect of the said Property before any Court or any Authority and the said Property is not in lispendence save and except as narrated in Clause J (2.1) above.
- (6) That no notice from any Government or public body or authority or under any Law/Act has been received or served upon the Vendor in respect of the said Property or part thereof, which would prevent the Vendor from selling, transferring and conveying its right, title and interest in respect of the said Property.
- (7) That there is no injunction or any other Order from any Court, Tribunal, Collector, Revenue Authority, Urban



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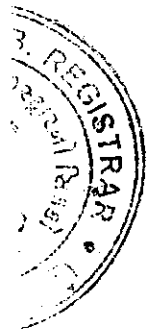
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*Ayalanathuwa T. Rao*

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Development Authority, District Panchayat, any direct or indirect Taxation Authorities or Sales Tax Authorities Provident Fund or ESI Authorities for any taxes or dues in respect of the said Property, or any prohibitory order by any Land Acquisition Authority or Town Planning Authority, amounting to encumbrance or any account whatever whereof the Vendor is disentitled to or restrained from selling, transferring or conveying the same.



- (8) That all rates, charges, taxes, outgoings, assessments, dues etc. in respect of the said Property payable to any Authority has been paid by the Vendor and if there be found any accrued due up to the date of execution of these presents, the Vendor agrees to bear and pay the same and absolves the Purchaser from any payment thereof.
- (9) That there are no Secured or Unsecured Creditors of the Vendor having charge or any liability or any encumbrance, right or interest of any nature whatsoever in, upon or to the said Property or any part or parts thereof.
- (10) The Vendor immediately before the execution hereof has made Declaration-Cum-Indemnity on title, attested by Public Notary the facts, statements, particulars and representations therein shall be deemed to form part and

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parcel herein as if the same are reproduced herein verbatim.

- (K) The Vendor on the basis of representations and assurances aforesaid has agreed for sale of the said Property free from all encumbrances/charges and liabilities to the Purchaser, and the Purchaser has accordingly agreed to purchase the same from the Vendor, at or for the lumpsum price or consideration of Rs.8,65,00,000/- (Rupees Eight Crores Sixty Five Lakhs Only).
- (L) The Purchaser has requested the Vendor to execute Conveyance for the same being these presents.

NOW THIS INDENTURE WITNESSETH that IN CONSIDERATION of the premises contained hereinabove which forms operative part of this Deed and are not repeated for brevity's sake, and IN FURTHER CONSIDERATION of the sum of Rs.8,65,00,000/- (Rupees Eight Crores Sixty Five Lakhs Only) paid on or before the execution hereof, being the full consideration paid to the Vendor doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Purchaser) the Vendor doth hereby sell, grant, convey, transfer and assure unto the Purchaser free from all encumbrance and liabilities lands bearing (1) Survey No.133 admeasuring 300 Sq. Mtrs., (2) Survey No.136 admeasuring 1772 Sq. Mtrs., (3) Survey No.139 admeasuring 9093 Sq. Mtrs. and (4) Survey No.140 admeasuring 9837 Sq. Mtrs. thus collectively

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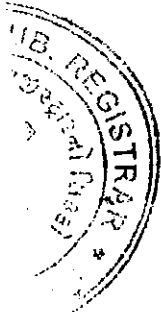
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admeasuring 21002 Sq. Mtrs. as per revenue record of Mouje Chandrapura Village of Halol Taluka in the Registration District Panchmahal and Sub-District Halol together with constructions collectively admeasuring 6268.03 Sq. Mtrs. comprising factory shed/ office building, store etc. as per details mentioned in Annexure - "A" to this Deed corresponding to the then areas of then existing GIDC Plot Nos.2505 and 2506 and constructions stood thereon being the said Property together with all rights and easements attached thereto more particularly described in the First Schedule hereunder written and the aforesaid lands are as delineated on the map annexed hereto as Annexure - "B" in red coloured boundary lines together with courts, yards, areas, compounds ways, sewers, ditches, fences, trees, drainages, water-courses plants, lights liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said land or any part thereof belonging or anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALL THE ESTATE, right, title, interest, possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor in, to, out of or upon the said Property or any part thereof TO HAVE AND TO HOLD all and singular the said Property hereby sold, granted, conveyed and assured and intended or expressed so to be with its and every of its rights, members and appurtenances (hereinafter collectively referred to as "the said Premises") UNTO AND TO THE USE and benefit of the Purchaser for ever SUBJECT to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable for the



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period from the date hereof to the Chandrapura Gram Panchayat in the State of Gujarat or any other public body in respect thereof, the Vendor to bear and pay al such taxes, rates, cesses, charges etc. accrued due or hereafter accrue due for the period prior to the date of this Deed AND THE VENDOR doth hereby for itself, its administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, it, the Vendor now has in itself good right, full power and absolute authority to grant, release, convey and assure the said Premises hereby sold, granted, released, conveyed and assured or intended so to be unto and to the use of the Purchaser AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Premises hereby sold, granted, conveyed, transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by Vendor or by any person or persons lawfully or equitably claiming by from under or in trust for it. AND THAT free and clear and freely and clearly and absolutely acquitted exonerated, released and for every discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to



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*CM Panch*

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*M. Panchath*  
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claim, by, from, or under or in trust for it AND FURTHER IT, the Vendor having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Premises hereby sold, granted, conveyed, transferred or assured or any part thereof by, from, under or in trust for it, the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds things, matters, conveyance and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of the Purchaser as shall or may be reasonably granting and assuring unto and to the use of the Purchaser as shall or may be reasonably required by the Purchaser, its successors or assigns, or its counsel in law for assuring the said Premises and every part thereof hereby sold, granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.



(2) The Vendor doth hereby assures and covenants with the Purchaser that the said Property or any part thereof is not under any acquisition, requisition or reservation of any government, semi-government or local body and the Vendor has not received any notice for the same. The Vendor further assures and covenants with the Purchaser that no litigation, suit or claim is pending in any courts of law save and except as narrated above in preamble clause J (2.1) as also no winding-up Petition is filed or pending in any court and it has not received any notice summons for the same. The Vendor further assures that the said Property is its self acquired property and its title to the said Property are clear marketable and free from any mortgage,

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charge or encumbrances and the said Property has remained unencumbered at all times.

(3) The Vendor further assures and covenants with the Purchaser that the said Property is sold and conveyed to the Purchaser free from all encumbrances and litigations and that the entire responsibility and liability arising out of the pending litigations mentioned above or any other litigation or proceeding that might take place hereafter shall be exclusively of the Vendor and the Purchaser is freed, and absolved from all such responsibilities and liabilities.

(4) The said Property has been purchased after being satisfied still however the Vendor doth hereby covenants that in future if the title of the said Property is found defective due to the reason of any wrong statement of the Vendor or due to any wrong act done by the Vendor or concealment of any fact or information and the Purchaser is deprived of its ownership right over the said Property due to any such legal defects, or impediments in that eventuality, the Vendor shall indemnify and shall always keep the Purchaser indemnified harmless against losses, damages and costs etc. those sustained, suffered or incurred by the Purchaser.

(5) And the Vendor doth hereby covenant with the Purchaser that the Vendor has not at any time heretofore made, done executed, omitted, committed or knowingly or willingly suffered or been party or privy to any act, deed matter or thing whereby or by reason or means

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Ayyasamudheshwara Rao

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whereof it is prevented from granting transferring and conveying the said Property in the manner aforesaid or whereby the same or any part thereof is, can, may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise however.

(6) NOW THIS INDENTURE FURTHER WITNESSETH that in consideration of the aforesaid premises and as per covenant for further assurances contained hereinabove, the Vendor do hereby irrevocably authorise, nominate, constitute and appoint the Purchaser acting through its Directors or any other person nominated by it, in their (Vendor) name and on its (Vendor) behalf and in all and every other capacities in which it may have or can be said to have in law, fact or equity share, right or interest in the said Property, to do, execute and perform all acts, deeds, matters and things as the nature and circumstances may require or the Purchaser may deem fit for more properly, legally absolutely vesting the said Property, more particularly described in the Schedule hereunder written, in its favour as intended or expressed to be herein, including to execute and register further and other assurance, agreements, supplementary writing, rectification regarding any matter or thing herein, papers and writing AND FURTHER to appear before the office of the appropriate Sub-Registrar and also to admit execution thereof and to do all acts deeds, matters and things as may be necessary or proper for registration thereof, AND FURTHER to commence, carry on or defend all actions, suits or other proceedings touching the said Property or any part thereof and to appear and represent in any court and before all judicial, revenue municipal, town planning, or other authorities whatsoever and if the



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said Purchaser think fit to compromise, refer to arbitration, submit to judgement, discontinue or become non suited in any action, suit or proceedings and to declare and affirm all complaints, written statements, affidavits, petitions and other necessary pleadings AND generally to do any act, deed, matter or thing with respect to touching to or concerning the aforesaid and generally to the said Property AND FURTHER to delegate all or any of the powers and authorities contained herein to any person or persons whomsoever AND all and every liabilities, responsibilities and consequences arising on exercise of any of these powers and authorities shall belong to the Purchaser, except as regards covenant for clear, marketable and transferable title on the part of the Vendor and the liabilities and obligations undertaken by the Vendor. The actual, physical, vacant and peaceful possession of the said land / Property and the said premises has been handed over by the Vendor to the Purchaser.



(7) The Vendor is in possession of the title deeds more particularly described in the Second Schedule written in respect of the said Property and that it has not received nor it is in possession of any other document of title or instrument deed or writing pertaining to the Vendors' title to the said Property and that the Vendor has not deposited any of the said title deeds with any person or institution by way of mortgage, lien, charge on the said Property any part thereof or otherwise howsoever. The Vendor has also handed over to the Purchaser originals, certified true copies of the title deeds and/or documents more particularly described in the Second Schedule hereunder written.

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(8) The Purchaser has verified the measurements and description as mentioned in Annexure-"A" and are acceptable to them or any deviation to the measurement and descriptions as mentioned in the annexure-"A" is acceptable to them.

(9) The Company has passed necessary resolution for sale of the said Property and for execution and registration of this Deed and incidental documents in the meeting of its Board of Directors held on 22<sup>nd</sup> November 2010 certified true copy whereof is furnished to the Purchaser.

(10) All stamp duty, registration charges, legal fees and all other but of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser only.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed its hands and seal the day and year first hereinabove written.

*P. J. J. J.*

*(COO. P. J. J. J.)*

*M. J. J. J.*

*A. J. J. J.*

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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Title Deeds)

Sr. No.	Particulars of Documents	Date
1	Copy of Deed of Exchange by and between Polyset Plastics Private Limited and Gujarat Industrial Development Corporation and registered with the Sub-Registrar, Kalol on 26-10-1986 under Serial No.1464	26-10-1986
2	Certified True Copy of Form No.7/12	
3.	Form No.6	
4.	Form No.8-A	



P. J. J. J.

CO. P. J. J.

M. D. D. D.

A. J. J. J.

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The Common Seal of the  
withinnamed Vendor **POLYSET  
PLASTICS PRIVATE LIMITED**,  
is hereunto affixed pursuant to  
Resolution passed in the meeting  
of its Board of Directors held on  
22<sup>nd</sup> November, 2010 in the  
presence of (1) Shri P.F. Bafna,  
Director and Chairman and (2)  
Shri Mehul Parikh, General  
Manager (F&A) who have signed  
in token thereof in the presence  
of:-

P.F. Bafna

COA. Parikh

A



1. [Signature]  
[PARUL PATIL]

2. Sangir  
Sangir Bhonsale

COA. Parikh

P.F. Bafna

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M. Renshett

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The Common Seal of the  
within named Purchaser **IKISAN  
LIMITED**, is hereunto affixed  
pursuant to Resolution passed in  
the meeting of its Board of  
Directors held on November 29,  
2010 in the presence of (1) Shri A  
Vyas Maheswar Rao, Director  
and (2) Shri M Ramakanth;  
Authorised Signatory who have  
signed in token thereof in the  
presence of:-

Ayasa Maheswar Rao  
M Ramakanth

1. Radhakrishna (K. RADHA KRISHNA)
2. T. K. Dave  
C.T.K Dave

COO

17/12/2010

Ayasa Maheswar Rao

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RECEIVED of and from the Purchaser  
the sum of Rs.8,65,00,000/- (Rupees  
Eight Crores Sixty Five Lakhs Only) by  
Demand Draft No.327473 dated  
December 7, 2010 for Rs.8,65,00,000/-  
drawn on Corporation Bank, Banjara  
Hills Branch, Hyderabad, drawn in  
favour of the Vendor, for the  
consideration payable in full being paid  
by the Purchaser to the Vendor as  
within expressed.


Rs.8,65,00,000/- (Rupees  
Eight Crores Sixty Five  
Lakhs Only)

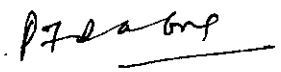


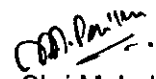
WITNESSES:

WE SAY RECEIVED

FOR POLYSET PLASTICS PRIVATE LIMITED

  
[PARUL PATEL]

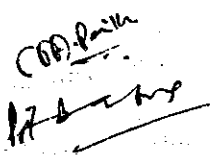
  
Shri P.F. Bafna,  
Chairman

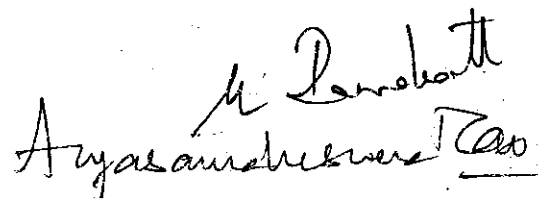
  
Shri Mehul Parikh,  
General Manager (F&A)

2. Sanjiv  
Sanjiv. Bhonsale

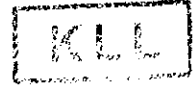
(VENDOR)

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Shri Mehul Parikh

  
Arjun Anand

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#### ANNEXURE – "A"

(Break-ups of various construction done on old GIDC Plot Nos.2505 and 2506 corresponding to old Survey Nos.1694, 2449, 1592 and 1593 of Mouje Kanjari – corresponding to new Survey Nos.133, 136, 139 and 140 of Mouje Chandrapura)

(Total constructed area : Details given below)

#### PLANT

##### (A) MACHINE BAY AREA

Length 67.25 Mtr.

Width 19 Mtr.

First angle height (Beam) – 9.33 Mtr.

Peak Height – 13.63 Mtr.

Total Area – 1277.75 Sq. Mtrs.

##### (B) STORE ROOMS ATTACHED TO FACTORY/PLANT BUILDING

SIZES GIVEN ARE LENGTH x WIDTH x HEIGHT

Store Room 1	(Colour Mixing Room) – 4.77*5.03*4.25 mtr.	(23.99 Sq. Mt.)
Store Room 2	(Oil / Diesel storage Room) – 5.20*5.32*4.25 mtr.	(27.66 Sq. Mt.)
Store Room 3	(Chiller Room) – 7.17*5.32*4.58 mtr.	(38.15 Sq. Mt.)
Store Room 4	(Panel Room) – 8.15*5.50*4.70 mtr.	(44.80 Sq. Mt.)

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Store Room 5	(Transformer Room) -- 5.80*5.40*5.00 mtr.	(31.30 Sq. Mt.)
Store Room 6	(Misc Storage Room) -- 5.80*3.85*4.77 mtr.	(22.30 Sq. Mt.)
Store Room 7	(Maintenance Room) -- 5.80*5.40*5.00 mtr.	(31.30 Sq. Mt.)
<b>TOTAL AREA</b>		<b>(219.80 Sq. Mtr.)</b>

**(C) STORE ROOMS NEAR COMPOUND WALL**

Store Room 8	(Testing Room) -- 5.35*3.42*4.70 mtr.	(18.30 Sq. Mt.)
Store Room 9	(Pump Room) -- 4.57*4.13*4.25 mtr.	(18.85 Sq. Mt.)
Store Room 10	(Compressor Room) -- 4.30*4.75*4.54 mtr.	(20.40 Sq. Mt.)
Store Room 11	(D.G. Room) -- 7.09*5.55*5.38 mtr.	(39.30 Sq. Mt.)
Store Room 12	(Security Cabin) -- 5.77*4.00*4.72 mtr.	(23.08 Sq. Mt.)
Store Room 13	(Worker's Rest Room) -- 11.95*5.04*4.20 mtr.	(60.22 Sq. Mt.)
<b>TOTAL AREA</b>		<b>(180.15 Sq. Mtr.)</b>

**(C) STORE ROOMS NEAR COMPOUND WALL**

Store Room 8	(Testing Room) -- 5.35*3.42*4.70 mtr.	(18.30 Sq. Mt.)
Store Room 9	(Pump Room) -- 4.57*4.13*4.25 mtr.	(18.85 Sq. Mt.)

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Store Room 10	(Compresor Room) – 4.30*4.75*4.54 mtr.	(20.40 Sq. Mt.)
Store Room 11	(D.G. Room) – 7.09*5.55*5.38 mtr.	(39.30 Sq. Mt.)
Store Room 12	(Security Cabin) – 5.77*4.00*4.72 mtr.	(23.08 Sq. Mt.)
Store Room 13	(Worker's Rest Room) – 11.95*5.04*4.20 mtr.	(60.22 Sq. Mt.)
	<b>TOTAL AREA</b>	<b>(180.15 Sq. Mtr.)</b>

(D)

Toilet - Workers (Gents) – 5.02*3.35*2.43 mtr.	(16.82 Sq. Mt.)
Toilet - Staff (Gents) – 2.13*3.35*2.43 mtr.	(7.14 Sq. Mt.)
Toilet - Staff (Ladies) – 2.13*3.35*2.43 mtr.	(7.14 Sq. Mt.)
Toilet - Workers (Ladies) – 3.81*3.35*2.43 mtr.	(12.76 Sq. Mt.)
<b>TOTAL AREA</b>	<b>(43.86 Sq. Mtr.)</b>

(E) PACKING/STORAGE AREA

Length	67.25 Mtr.
Width	29.25 Mtr.
First angle height	8.86 Mtr.
Peak Height	13.15 Mtr.
<b>TOTAL AREA</b>	<b>1967.06 Sq. Mtr.</b>



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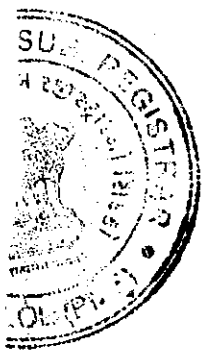
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(F) CABINS FOR PRODUCTION STAFF

Cabin No.1	4.77*3.14*2.66 mtr.	(14.98 Sq. Mt.)
Cabin No.2	4.77*3.14*2.66 mtr.	(14.98 Sq. Mt.)
Cabin No.3	4.77*3.17*2.66 mtr.	(15.12 Sq. Mt.)
Cabin No.4	4.77*5.08*2.66 mtr.	(24.23 Sq. Mt.)
Cabin No.5	4.77*4.31*2.66 mtr.	(20.56 Sq. Mt.)
Open Space	18.84*4.31*2.66 mtr.	(81.20 Sq. Mt.)
Cabin No.6	9.11*3.50*4.01 mtr.	(31.89 Sq. Mt.)
Cabin No.7	7.23*6.09*4.01 mtr.	(44.03 Sq. Mt.)
Cabin No.8	6.09*2.00*4.01 mtr.	(12.18 Sq. Mt.)
TOTAL AREA		(259.17 Sq. Mtr.)



G) Tool Room Cabin - 4.36 \* 1.82 \* 2.48 mtr

Production Cabin( PRODUCTION MANAGER) - 2.92 \* 5.10 \* 3.09 mtr

Production Cabin (PRODUCTION STAFF) - 7.34 \* 5.10 \* 3.09 mtr

(H) Store Room 1 (Colour Mixing Room )- 7.50 \* 5.30 \* 4.20 mtr  
(39.75 SQ.MT)

Store Room 2 ( Grinding Room) - 9.05 \* 5.27 \* 5.00 mtr  
(47.70 SQ.MT)

TOTAL AREA ----- 87.45 SQ MTR.

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laid over this RCC slab for easy washing as well as to maintain the cleanliness on the shop floor.

- **Painting:** The internal painting of the shop floor is oil paint upto 12 feet and white wash above that till the roof. The trusses are painted with oil paint. The exterior of the factory as well as the other structures is painted with Snowcem weather resistant exterior emulsion paint.
- **Shop Floor:** The shop floor has totally 4 bays. The total allocation of the space is as follows at present. 1238 sq. mtrs is the working space for the production and 1860 sq. mtrs for finished goods storage and packing. Since no internal walls or partitions have been made it is very easy to reorganize it.
- **Toilets:** A separate block has been made.



## (I) OFFICE BUILDING

Ground Floor-

Canteen - 15.20 * 10.30 * 4.67 mtr	( 156.56 SQ.MT)
Engineering Store - 21.20 * 10.30 * 4.67 mtr	( 218.35 SQ.MT)
Godown - 8.05 * 10.30 * 4.67 mtr	( 82.90 SQ.MT)
Lab. - 10.30 * 6.55 * 4.67 mtr	( 67.45 SQMT)

**TOTAL AREA ----- 525.26 SQ MTR**

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(J) 1st Floor -

Cabin no 1 - 5.66 \* 5.56 \* 3.75 mtr 31.45 SQ.MT) (Toilet - 2.33 \* 1.70 \* 3.35 mtr)

Cabin no 2 - 5.66 \* 5.58 \* 3.75 mtr 31.58 SQ.MT) (Toilet - 2.33 \* 1.70 \* 3.35 mtr)

Cabin no 3 - 5.82 \* 4.30 \* 3.25 mtr (25.02 SQ.MT)

Cabin no 4 - 4.30 \* 3.80 \* 4.60 mtr (16.35 SQ.MT)

Cabin no 5 - 4.30 \* 4.05 \* 3.20 mtr (17.40 SQ.MT )

Cabin no 6 - 2.80 \* 3.10 \* 4.60 mtr (8.68 SQ.MT)

Cabin no 7 - 7.32 \* 5.55 \* 3.85 mtr 40.62 SQ.MT) (Toilet - 2.33 \* 1.70 \* 3.35 mtr)

Cabin no 8 - 5.70 \* 5.55 \* 3.85 mtr 31.63 SQ.MT) (Toilet - 2.33 \* 1.70 \* 3.35 mtr)

(39.45 SQ.MT.)

Conference Room - 6.80 \* 5.80 \* 3.80 mtr (39.45 SQ. MT.)

Gen Office - 29.47 \* 12.70 \* 4.60 mtr 374.25 SQ.MT )

Reception - 6.80 \* 5.50 \* 3.80 mtr (37.40 SQ.MT)

**TOTAL AREA ----- 653.83 SQ MTR**

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Ayasankhswar Rao

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**Type of construction of Office Building:**

A separate block has been made for the office. The office is on the first floor. Total area of space occupied is approx 650 sq. mtrs. It has enclosed cabins, Conference hall and Pantry. A separate staircase is provided for the office. All the steps have marble flooring and granite is used for the sides. There is marble flooring in the total office. Large windows have been provided along the complete length of the office. Small ceramic tiles have been fitted on the complete exterior of the office block building.



**(K) DISPATCH BUILDING**

Length -38.25 mtr  
width -24.70 mtr.  
First height - 6.50 mtr  
Peak Height - 8.50 mtr

**TOTAL AREA 944.78 SQ MTR**

**(L) LOFT**

**12.2. mtr x 7.4 mtr.**

**TOTAL AREA 90.28 SQ MTR**

**(M) Store Room 1- 4.66 \* 4.00 \* 4.68 mtr ( 18.64 SQ.MT)**

**TOTAL AREA 18.64 SQ MTR**

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*M. Parakkath*

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*Ajayasankar Rao*

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### Type of construction of Dispatch Building:

**First Grade** RCC construction with brick masonry walls on all sides to the full height. The maximum height of the roof is approx 8.5 mtrs.. The columns in the first bay have been additionally reinforced to carry the load of an overhead crane. running along the length of the shop floor. Channels in floorings is provided on the edge of the bay running along the length for laying the process pipelines, cables etc. The roof is of RCC North -Light Type for the day light there by avoiding the electrical lighting during the aytime. There are a nos of windows and ventilators provided for air circulation as well as for the natural lighting.



**Entrances :** There are two shutters on the eastern side and two shutters on the western side.

**Flooring:** The entire factory floor is reinforced with hard stone. An **RCC slab of 20 cm ( 0.2 mtr/ 8" )** thick has been laid over the hard stone flooring. Polished Kota Stone (a natural stone) tiles are laid over this for easy washing as well as to maintain the cleanliness on the shop floor.

- **Painting:** The internal painting of the shop floor is oil paint upto 12 feet and white wash above ti3, at till the roof. The trusses are painted with oil paint. The exterior of the factory as well as the other structures is painted with Snowcem weather resistant exterior emulsion paint.

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Ayasamsudhan

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- Shop floor: The shop floor has totally 2 bays. Since no internal walls or partitions have been made it is very easy to reorganize it.
- Toilets: A separate block has been made.

Sr. No.	DESCRIPTION	TOTAL AREA
(1)	MACHINE BAY	1277.75 SQ. MTR
(2)	STORE ROOMS ATTACHED TO FACTORY/ PLANT BUILDING.	219.80 SQ. MTR
(3)	STORE ROOMS NEAR COMPOUND WALL.	180.15 SQ. MTR
(4)	TOILETS.	43.86 SQ. MTR
(5)	PACKING/STORAGE AREA	1967.06 SQ. MTR
(6)	CABINS FOR PRODUCTION STAFF	259.17 SQ. MTR
(7)	STORE ROOMS	87.45 SQ. MTR
(8)	OFFICE BUILDING (GROUND FLOOR)	525.26 SQ. MTR
(9)	OFFICE BUILDING (FIRST FLOOR)	653.83 SQ. MTR
(10)	DISPATCH BUILDING	944.78 SQ. MTR
(11)	LOFT IN DISPATCH BUILDING	90.28 SQ. MTR
(12)	STORE ROOM NEAR DISPATCH BUILDING	18.64 SQ. MTR
		<b>6268.03 SQ. MTR</b>

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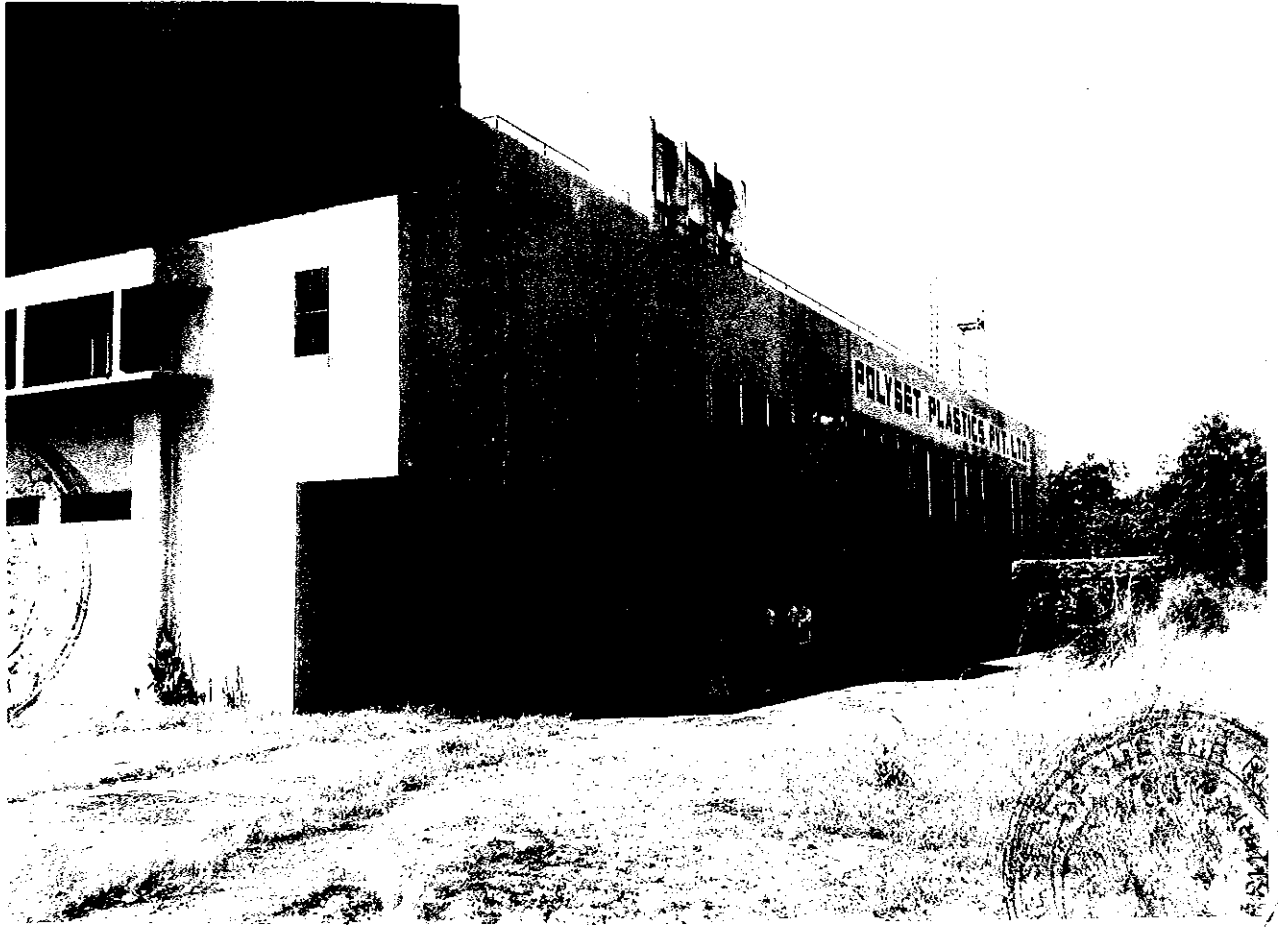
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M. Parrott  
Ayasumbehera Tap

**Authorised Signatory**

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Photographs of the Property under transfer



Address of the Property : Plot Nos.133, 136, 139, 140,  
For POLYSET PLASTICS PVT. LTD., Chandrapura, Halol.

*P. J. S. Patel*  
Director.  
*P. J. S. Patel*  
For POLYSET PLASTICS PVT. LTD.

*P. J. S. Patel*  
Authorised Signatory  
Signature of Transferor

For Ikisan Limited  
*Jyotsam Chandra*  
Director  
For Ikisan Limited  
*M. D. Chatterjee*  
Authorised Signatory  
Signature of Transferee

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Photographs of the Property under transfer



Address of the Property : Plot Nos.133, 136, 139, 140,  
For POLYSET PLASTICS PVT. LTD, Chandrapura, Halol.

*[Signature]*  
Director.  
*[Signature]*  
For POLYSET PLASTICS PVT. LTD.  
*[Signature]*  
Signature of Transferor

For Ikisan Limited  
*[Signature]*  
Director  
For Ikisan Limited  
*[Signature]*  
Authorised Signatories  
Signature of Transferee

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Schedule under Section 32 A of the Registration Act, 1908

For POLYSET PLASTICS PVT. LTD.

*[Signature]*

Director.

(Signature)



(Photo)



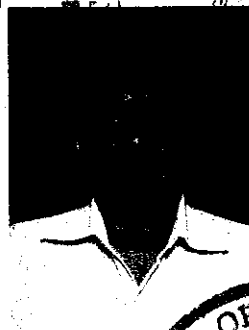
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For POLYSET PLASTICS PVT. LTD.

*[Signature]*

Authorised Signatory

(Signature)



(Photo)



(Thumb impression)

For Irian Limited

*[Signature]*

Director

(Signature)



(Photo)



(Thumb impression)

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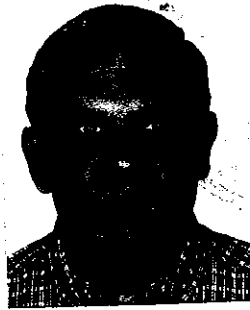
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Schedule under Section 32 A of the Registration Act, 1908

For Ikisan Limited  
*u. Dandhett*  
Authorised Signatories  
Authorised Signatories

For Ikisan Limited  
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(Signature)



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(Photo)



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(Thumb Impression)



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(Signature)

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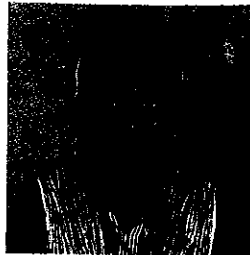
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અનુક્રમ નંબર :- 3826  
 સને ૨૦૧૦ના ડિસેમ્બર ૧૭/૧૦  
 ના રોજ ... થી ... વાગ્યા વચ્ચે  
 હાલોલ હેમ્પ ખાતે રજુ કર્યો.

For ikisan Limited

*Ayazamirshewar*  
 Director

*Per*

અમ રજીસ્ટ્રાર, કાલોલ  
 પંચમહલ

પાપતી નં :- 4529295  
 ફી પરીચીત્ર :- રૂ.  
 નોંધવાની :- 657000 ~  
 ફોટો ફી :- 800 ~  
 સાઇડ :- 800 ~  
 દખલ :- 800 ~  
 કુલ રૂ. :- 157780 ~  
 અંદા રૂ. :-  
 અમ રજીસ્ટ્રાર, કાલોલ  
 પંચમહલ



- વચ્ચે આપનાર :-
- (1) રામચંદ્ર પાંચગીઝ યુ.ભા. ડાયરેક્ટર  
 10 પા.સા.કે, બાકુલા, ભુજા-વેરાવ રા. 19-જા, કોટા  
 રજ. કોર્ટેસ વચ્ચેનાર, જે.પા.સા.કે ગાંધીગામ. (10) 344
  - (2) જી.કરુણ રામ, ભુજા-વેરાવ ————

- પાપનાર :-
- (1) ઉદયભાઈ ભાગ્યજીભાઈ ડાયરેક્ટર  
 - 39 જી.પી. જી.સેલ્સ રાજા- ભુજા-વેરાવ રા. A/612, દામન 2192
  - (2) જી. રામ. જી.સેલ્સ-ભુજા-વેરાવ ————
- દસ્તાવેજ લખી આપનાર આ દસ્તાવેજ લખી આપ્યાનું કબુલ કરે છે.

*Per*

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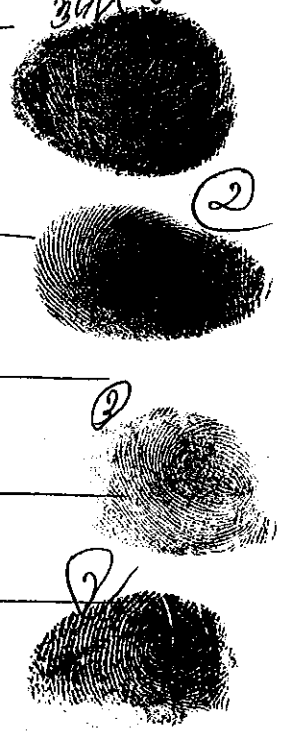
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*Per*

*Ayazamirshewar*

*M. Parbhani*



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(૧) પાટિલજી- ભાવનગર ૪૨૬ -૫૨.

નામ રા. વડોદરા

૨૦૫, અમરવાડા સોદ  
અને પિયાસાની પાસે,  
જા.મા.વ.કા, જોડ, વડોદરા

(૨) શાહાદિશજી ખસીમચંદ -૫૬,

નામ રા. ગાગાજી પેલેવડ  
હેદાબાદ.



તેઓ કહે છે કે મદર હું લખી  
આપનારને તમારા નામે ઓળખે છે.  
અને તેમની ઓળખાણ આપે છે.



કલમ - ૩૨ (૬) અન્વયે નું  
ફોર્મ નં - ૧ રજૂ થયેલ છે.

સબ રજીસ્ટ્રાર, અહીલ  
પંચમલજી

૦૮ ૦૧/૧૦



સબ રજીસ્ટ્રાર, અહીલ  
પંચમલજી

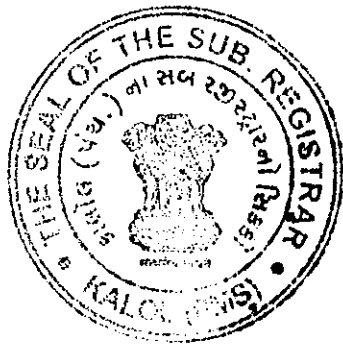


નંબરની ભુકેન્દ્ર  
કે. ડી. બે. નંબરે નોંધ્યો  
તા. ૦૭/૧૨/૨૦ ૧૭  
સબ. રજીસ્ટ્રાર કલોલ  
ક. પંચમહાલ

KLL

3428 44-44

2010



આત્મન વિગત, આપેલકાલ  
આપેલ વિગતે આપેલ  
વ. વર્ષે આપેલ રાખેલ  
૦૨  
૪/૧૨/૧૦  
આ. પંચમહાલ

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DATED THIS 8TH DAY OF DECEMBER, 2010

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BY AND BETWEEN

POLYSET PLASTICS PRIVATE LIMITED

AND

IKISAN LIMITED

=====

DEED OF CONVEYANCE

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SINGHI & COMPANY  
ADVOCATES, SOLICITOR & NOTARY  
7-PREMCHAND HOUSE ANNEXE  
ASHRAM ROAD  
AHMEDABAD - 380 009

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