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V. GOPALAKRISHNAN

STAMP VENDOR

L.No. A-6/29486/77

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registered as Doc.No.699/2008 on the file of the SRO, T.Nagar, Chennai South), hereinafter called the "VENDORS" which term shall mean and include wherever the context so requires or permits their respective heirs, legal representatives, executors, administrators, meminees and assigns of the ONE PART:

TO AND IN FAVOUR OF

M/s. SHALIMAR PAINTS LIMITED(PAN AAECS0547D), a Public Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at P.O. Danesh Shalk Lane, Goabaria, Howrah-711109, represented herein by its Executive Director, Mr. Saldeep Sarda, (as per the Resolution passed by the Board of Directors on 31.10.2009) hereinafter called the "PURCHASERS" which term shall mean and include wherever the context so requires or permits the Purchaser's heirs, legal representatives,

For Shalimar Paints Limited

Executive Director

No. 5745

Page No. 5

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For TAMILNADU ROLLING MILLS LTD.

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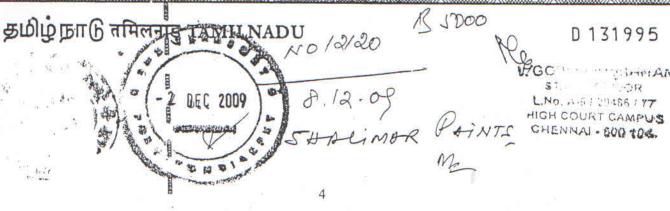
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For SHALIMAR PAINTS LTD.

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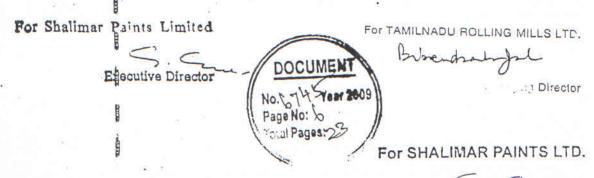




executors, administrators, nominees and assigns of the OTHER PART:

WHEREAS originally, one D. Ramachandran from and out of his own funds purchased the Agricultural dry lands of an extent of 1.50 Acres in punja S.No.3 of Chinnapuliyur Village, Gummidipoondi Taluk, Thiruvallur District, from D. Munusamy Naidu and D. Duraisamy Naidu for consideration in and by absolute deed of sale dated 7.11.1974, registered as Doc.No.1971/1974 on the file of the SRO, Arani, and;

WHEREAS subsequently, the said D. Ramachandran sold 3.38 Acres of Agricultural Punja lands which includes the lands in Punja Survey No.3/1 (old No.3) - 1.50 Acres (58.5 Ares) situated in Chinnapuliyur Village to and in favour of Mr. R. Venkatesan and P.T. Balaji for consideration in and by an absolute deed of sale dated 4.5.2007, registered as Doc.No.3084/2007 on the file of the SRO, Arani and;

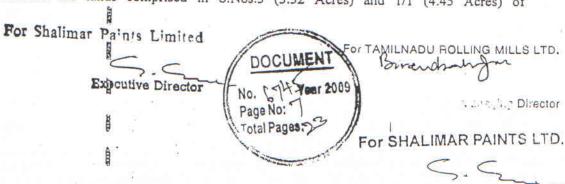




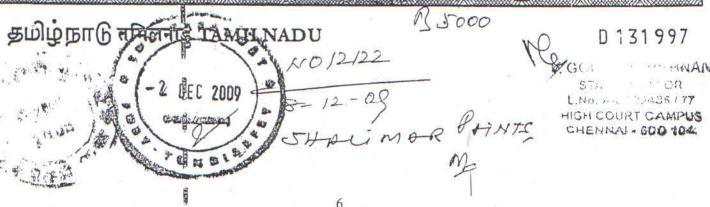
WHEREAS Patta No.302 granted by the Zonal Dy. Tahsildar, Gummidipoondi Taluk to R. Venkatesan and P.T. Balaji includes the lands in S.No.3/1 also of Chinnapuliyur Village, and;

WHEREAS originally, the Agricultural Punja lands of an extent of 3.32 Acres in Punja Survey No.3 (now 3/2) as well as other lands in No.19 Chinnapuliyur Village, Gummidipoondi Taluk, were purchased by one Kamalammal from S.P. Munusamy, in and by an absolute deed of sale dated 7.10.1963, registered as Doc.No.1455/1963 on the file of the SRO, Arani, and;

WHEREAS subsequently, the said Kamalammal out of natural love and affection for her son Kumaravelu, settled the Agricultural punja lands of an extent of 15.90 Acres which includes the lands comprised in S.Nos.3 (3.32 Acres) and 1/1 (4.45 Acres) of







Chinnapuliyur Village, in favour of Kumaravelu vide Settlement deed dated 24.4.1990, Doc.No.666/1990 on the file of the SRO, Arani, and;

WHEREAS regarding the Agricultural lands of an extent of 3.32Acres in old S.No.3 (New S.No.3/2) of Chinnapuliyur Village, G. Koteeswara Rao purchased from B. Kumaravelu the said lands in the name of his then minor son G. Nagaraj for consideration vide sale deed dated 1.11.1991, Doc.No.1671 of 1991 on the file of the SRO, Arani and the said G. Nagaraj was also granted Patta No.136 for the said lands by the H.Q. Dy. Tahsildar, Gummidipoondi Taluk, on 23.7.2004, and;

WHEREAS subsequently, the said G. Nagaraj, represented by his duly constituted Power Agent sold 3.32 Acres in S.No.3/2 (old S.No.3) of Chinnapuliyur Village, Gummidipoondi Taluk, Thiruvallur District to and in favour of Mrs. T.

For Shalimar Paints Limited

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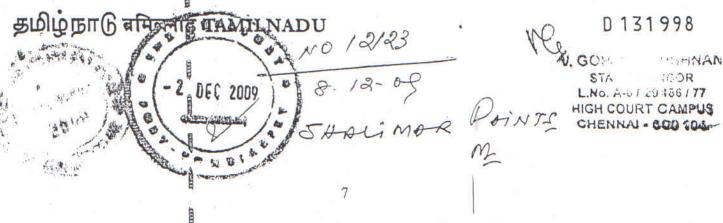
FOR TAMILNADU ROLLING MILLS LTD.

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FOR SHALIMAR PAINTS LTD.

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Venkatasubhashini vide sale deed dated 19.4.2007, registered as Doc.No.2750/2007 on the file of the SRO, Arani, and;

WHEREAS Patta No.301 issued by Zonal Dy. Tahsildar, Gummidipoondi Taluk on 21.1.2008 to Mrs. Venkatasubashini for S.No.3/2 (1.34.50 Hec.) and the other Revenue records like Chitta and Adangal Extract for the fasli 1416 stand in the name of Mrs. Venkatasubashini and;

WHEREAS one Ramalammal purchased the Agricultural lands comprised in S.No.1/1 (New No.1/1A) - 4.45 Acres or thereabouts, from S.P. Munusamy vide sale deed dated 8.10.1063, Doc.No.1455/1963 on the file of the SRO, Arani. Subsequently, she settled the said lands as well as other lands to and favour of her son Kumaravelu vide Settlement deed dated 666/1990 out of natural love and affection for him. The said Settlement deed

For Shalimar Paints Limited

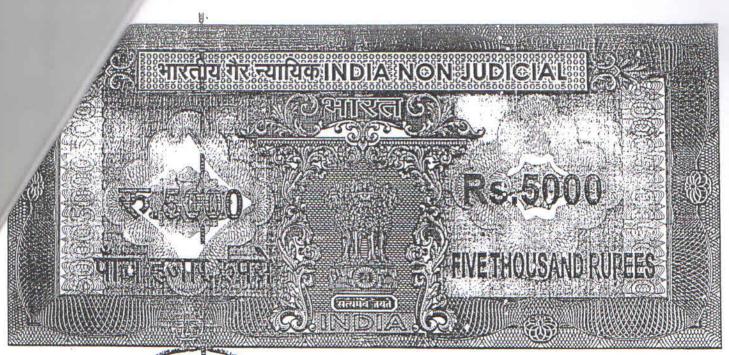
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For SHALIMAR PAINTS LTD.

Executive Director

Executive Director



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V. GOPALAKRISHNAN STAMP VENDOR LNo. A-6 / 29486 / 77 HIGH COURT CAMPUS CHENNAI - 600 104

includes the lands in S.Nos.3 (3.32 Acres) and 1/1 (4 45 Acres) of Chinnapuliyur Village of Agricultural lands were settled in favour of 3. Kumaravelu, and;

Whereas G. Padmavathi W/o. late G. Kotteeswara Rao from her own funds purchased from the said B. Kumaravelu the Agricutural Punja lands of an extent of 4.45 Acres in S.No.1/1 of Chinrapuliyur Village in and by an absolute deed of sale dated 27.9.1991, registered as Doc.No.1458/1991 on the file of the SRO, Arani, and;

WHEREAS subsequently, the said G. Padmavathi through her duly constituted Power Agent sold 4.42 Acres in S.No.1/1A of Chinnapuliyur Village (as per actual measurements while as per document it was 4.45 Acres) to and in favour of Mr. R. Padmanabhan and Mr. Gurram Ramesh vide Sale deed dated 5.3.2007, Doc.No.1417/2007 on the file of the SRO, Arani, and;

For Shalimar Paints Limited

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For TAMILNADU ROLLING MILLS LTD.

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For SHALIMAR PAINTS LTD.

Executive Director



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WHEREAS Patta No.297 has been issued by Zonal Dy. Tahsildar, Gummidipoondi Taluk and the Chitta and Adangal Extract for the fasli 1416 issued by Village Administrative Officer to Padmanabhan and Gurram Ramesh on 21.1.2008, and;

WHEREAS subsequently, on 8.1.2008, the aforesaid Mr.R. Padmanaban, Mr. Gurram Ramesh, Tmt. T. Venkatasubashini, Mr. R. Venkatesan and Mr. P.T. Balaji joined together sold to Mr. Jagdesh Kumar Bhandari and Mr. Jitendra Kumar, the Agricultural lands of an extent of 8.58 Acres or thereabouts, comprised in Survey Nos: 1/1A (old 1/1) - 3.82 Acres out of 4.42 Acres, 3/2 (old 3) - 3.32 Acres and 1.44 Acres out of 1.50 Acres in S.No.3/1 (old 3) of No.19 Chinnapuliyur Village, Gummidipoondi Taluk, Thiruvallur District, which is duly registered as Doc.no.60/2008 on the file of the SRO, Arani.

WHEREAS Patta bearing No.312 issued by H.Q. Dy. Tahsildar, Gummidipoondi Taluk on 23.7.2008 to Jegadeesh Kumar Bhandari and Jitendrakumar in respect of the

For Shalimar Paints Limited

FOR SHALIMAR PAINTS LTD.

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Director



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Agricultural lands of an extent of 1.54.50 Hec. in S.No.1/1A1 of Chinnapuliyur Village, Gummidipoondi Taluk.

WHEREAS Patta No.309 has been granted to Jegadeesh Kumar Bhandari and Jitendrakumar in respect of the Agricultural lands of an extent of 1.93.0 Hec in S.Nos.3/1 (58.50 Ares) and 3/2 (1.34.50 Hec.) of Chinnapuliyur Village, Gummidipoondi Taluk, and;

WHEREAS other Revenue records like 'Chitta and Adangal Extract for the fasli 1417 are also in the joint names of Jegadeesh Kumar Bhandari and Jitendrakumar, and;

WHEREAS the lands of an extent of 0.28 Acre in S.No.15/1A of No.19 Chinnapuliyur Village were inherited by Eanugan alias Venu, Munusamy alias Subramani, Subramani,

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For Shalimar Paints Limited

Executive Director Page No: 12

For TAMILNADU ROLLING MILLS LTD.

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Venkatarathinam, 3 & 4 are sons of Munusamy alias Subramani, from their ancestors, and;

WHEREAS they have executed a General Power on 2.1.2008 in favour of Mr. Jitendrakumar Daga which was registered as Doc.No.1/2008 on the file of the SRO, Arani, and;

WHERFAS Patta No.202 issued by H.Q. Dy. Tahsildar, Gummidipoondi Taluk is standing in the names of Enugan and Munusamy, and;

WHEREAS one S, Pandammal and Mrs. Govindammal inherited from their ancestors the Agricultural lands of an extent of 0.16 Acre in S.No.15/1B of Chinnapuliyur Village and the said Pandammal and Govindammal have executed a General Power on 2.1.2008

For Shalimar Paints Limited

Executive Director

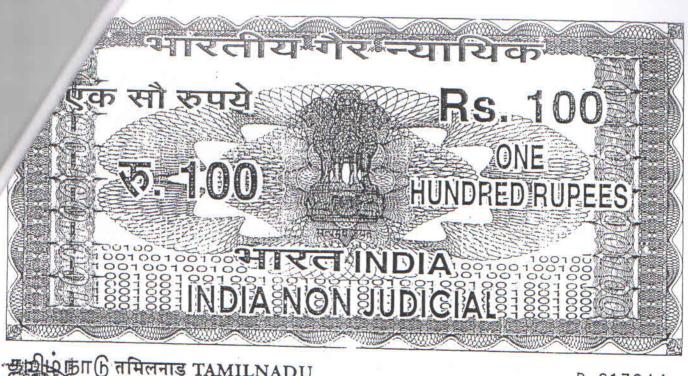
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FOR TAMILNADU ROLLING MILLS LTD.

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For SHALIMAR PAINTS LTD.

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in favour of Jitendrakumar Daga which was registered as Doc.No.2/2008 which covers the lands of an extent of 16 cents in S.No.15/1B of Chinnapuliyur Village, and;

WHEREAS originally, Patta No.49 issued to Subbammal, W/o. Adikhan by the Special Tahsildar, Gummidipoondi Taluk includes the Agricultural lands in S.No.15/1B - 6.5 Ares, 15/1C - 5.5 Ares and 5/1E - 5.5 Ares of Chinnapuliyur Village and Subbammal inherited the said lands from her ancestors, and;

WHEREAS after the life time of Subbammal, her daughters Govindammal and S. Pandammal became entitled to the said lands left by her, and;

WHEREAS the other Revenue records like Chitta and Adangal Extract for the fasli 1417 are in the name of Subbammal for S.Nc.15/1B and 1C and;

For Shalimar Paints Limited DOCUMENT

Executive Director No. 6

For TAMILNADU ROLLING MILLS LTD.

7 Director

For SHALIMAR PAINTS LTD.



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WHEREAS subsequently, Govindammal and Pandammal executed a General Power in favour of one K.N. Satheeshkumar on 18.1.2008 in respect of the said lands in S.Nog15/1C (0.14 Acre) in Chinnapuliyur Village, which was registered as Doc.no.21/2008 on the file of the SRO, Arani, and;

favour of one Fitendra Kumar Dayson 2.1.2008 in respect of the lands in S.No.15/1B (0.16 Acre) in Chinnapuliyur Village, which was registered as Doc.no.2/2008 on the file of the SRO, Arani, and;

WHIREAS similarly, Govindammal and Pandammal executed a General Power in

WHEREAS Govindammal and Pandammal, daughters of Subbammal executed a sale deed through their Power Agent K.N. Satheesh Kumar on 28.7.2008 in favour of S. Subash Chand, which was registered as Doc.No.3297/2008 on the file of the SRO, Arani and It covers lands in S.No.15/1C - 0.14 Acre in Chinnapuliyur Village, and; For Shalimar Pain's Limited FOR TAMILNADU ROLLING MILLS LTD.

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FOR SHALIMAR PAINTS LTD.

WHEREAS similarly, Eanugan, Munusamy, Subramani, Venkatrathinam, Pandammal and Govindammal through their duly constituted Power Agent Mr. Jitendrakumar Daga sold and conveyed 0.28 Acre in S.No.15/1A and 0.16 Acre in S.No.15/1B of Chinnapuliyur Village to and in favour of Mr. S. Subash Chand in and by sale deed dated 14.1.2008, registered as Doc.No.101/2008 on the file of the SRO, Arani, and;

WHEREAS thus, the Vendors 1 and 2 herein are the owners of the Agricultural lands of an extent of 4.82 Acres or thereabouts, comprised in Punja Survey Nos:

Old Survey No.	New Survey No.	Dutana
part	3/2	Extent
part		3.32 Acres
Total •	3/1	1.50 Acres
		4.82 Acres

Situated in Chinna Puliyur Village No.19, Gummidipoondi Taluk, Thiruvallur District, they having purchased the said lands as well as others lands, from their own funds from Mr. R. Padmanaban, Mr. Gurram Ramesh, Tmt. T. Venkatasubashini, R. Venkatesan and P.T. Balaji, in and by sale deed dated 8.1.2008, registered as Doc.no.60/2008 on the file of the SRO, Arani;

WHEREAS the Vendors 1 & 2 are now in possession and enjoyment of the lands which includes 3.32 Acres in S.No.3/2 and 1.50Acres in S.No.3/1 of No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, which are more fully described in the Schedule hereunder as Item No.1, and;

WHEREAS the Third Vendor Mr. Subash Chand is the sole and absolute owner of the adjacent Agricultural lands of an extent of 0.58 Acre or thereabouts, comprised in Survey No.15/1A (0.28 Acre), 15/1B (0.16 Acre) and 15/1C (0.14 Acre) situated in No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, which lands are described as Item No.2 of the Schedule hereunder, he having purchased the said lands from his own funds from Mr. Eanugan alias Venu, Munusamy alias Subramani, Subramani, Venkatarathinam, Mrs. S. Pandammal, Mrs. Govindammal, in and by sale deed dated 14.1.2008, registered as Doc.No.101/2008 on the file of the SRO, Arani, and;

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For Shalimar Paints Limited

For TAMILNADU ROLLING MILLS LTD.

For SHALIMAR PAINTS LTD.

WHEREAS eversince the date of purchase, the Vendors are in possession and enjoyment of their respective lands paying kist and other public charges, and;

WHEREAS the Vendors represent that they have good and marketable title to the said lands and that the lands are not subject to any mortgage, charge, lien, lispendens whatsoever, and;

WHEPEAS making such representations, the Vendors offered to sell a portion of the said lands of an extent of 5.40 Acres or thereabouts, comprised in Survey Nos.3/2 (3.32 Acres), 3/1 (1.50 Acres), 15/1A (0.28 Acre), 15/1B (0.16 Acre) and 15/1C (0.14 Acre) of No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, which is more fully described in the Schedule hereunder, free of all encumbrances, charges whatsoever; and;

WHEREAS acting on the representations of the Vendors and believing them to be true and bona fide, the Purchasers have come forward to buy the Schedule mentioned lands, free of all encumbrances, and;

NOW THIS DEED OF SALE WITNESSETH THAT in pursuance of the aforesaid Agreement and in consideration of the sum of Rs. 58,82,750/- (Rupees fifty eight lakhs eighty two thousand seven hundred and fifty only) paid by the Purchasers to the Vendors in the manner following:

Cheque No.	Date	Amount	5	
362293	7.9.2009		Bank	
	7.5.2009	Rs. 4,36,000/-	HDFC Ban	
397751	9.10.2009	D 10.00	Ltd.	
	2.10.2009	Rs. 10,00,000/-	-do-	
397752	9.10.2009	D 10.00		
397790	30.10.2009	Rs. 10,00,000/-	-do-	
397791		Rs. 12,00,000/-	-do-	
The state of the s	30.10.2009	Rs. 12,00,000/-	-do-	
397792	30.10.2009	Rs. 10,46,750/-		
Total			-do-	
		Rs. 58,82,750/-	210	

For Shalimar Paints Limited

DOCUMENT

For SHALIMAR PAINTS LILL.

thus, the receipt of the entire sale consideration the Vendors do hereby admit and acknowledge and in consideration of the same the Vendors do hereby convey, grant, sell, transfer, assign unto and in favour of the Purchasers, the Agricultural Punja lands of an extent of 5.40 Acres or thereabouts, comprised in Survey Nos.3/2 (3.32 Acres), 3/1 (1.50 Acres), 15/1A (0.28 Acre), 15/1B (0.16 Acre) and 15/1C (0.14 Acre) of No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, more fully described in the Schedule hereunder together with water, water-courses, easements, liberties, privileges, advantages, appurtenances, paths, pathways, hedges, ditches, drains and together with all rights, title, claims, demands, interests whatsoever TO HAVE AND TO HOLD the same absolutely for ever, free of all encumbrances.

The Vendors do hereby further covenant with the Purchasers that the Vendors are the absolute owners of the Schedule mentioned Agricultural lands and that the Vendors are having good and marketable title to it and that except the Vendors no one else has any right, title, claim, share, demand or interest over the said property hereby conveyed to the Purchasers.

The Vendors further covenant with the Purchasers that the Vendors have not done anything, omitted to do anything or knowingly suffered any act, deed or thing whereby it may stand in any way encumbered or impeached in title and that the purchasers shall at all times or at any time hereafter quietly possess and enjoy the Schedule mentioned Agricultural lands without any manner of claim, title, right, share, demand, lawful let, hindrance, interruption or interference from the Vendors or any person or persons claiming through the Vendors.

The Vendors assure and declare that there is no mortgage, charge, or any other encumbrances over the Schedule mentioned Agricultural lands and that the same is not the subject matter of any pending litigation, proceedings or attachments or maintenance claims, decrees, awards, executions, acquisitions, notifications, will or subsisting agreement of sale or other orders of Court or Courts of Justice or any cloud on title of any nature whatsoever and that the same has not been offered as Security or collateral security to any court or courts of justice or to any other Revenue, Municipal or Government or other authorities.

For Shalimar Paints Limited

For TAMILNADU ROLLING MILLS LTD.

Executive Director

Director

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For SHALIMAR PAINTS LTD.

The Vendors do hereby agree and undertake to indemnify and keep the Purchasers well and sufficiently indemnified against all actions, claims, demands, whatsoever that may be made on the Purchasers on the ground of any defects in the title of the Vendors and against all expenses, costs and damages which the Purchasers may incur or be put to or suffer by reason of the failure of any of the covenants herein above.

The Vendors covenant with the Purchasers that the Vendors have paid all the taxes and other public charges in respect of the Schedule mentioned Agricultural lands upto date of sale and that there are no arrears of any such taxes or other public charges payable in respect of the Schedule mentioned Agricultural lands and in case of any such taxes or other public charges are found due and payable to the authorities on a later date, the Vendors agree to bear the same upto date of sale.

The Vendors do hereby further covenant with the Purchasers that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said property hereby conveyed or any part thereof, through or under or in trust for them shall l and will from time to time at the request and at the cost of the purchasers or the person or persons requiring the same do and execute or cause to be done or executed all such acts, deeds or things whatsoever for the better and more perfectly assuring the said property hereby conveyed or any part thereof unto the purchasers against any claims or demands that may be made in respect of the property hereby conveyed and assigned to

The Vendors covenant with the Purchasers that the holding of the Vendors was not affected by any of the provisions of the Agricultural land Ceiling Act or Land Reforms Act any other statute in force.

The Vendors hereby give consent for mutation of records in the name of the Purchasers in respect of the Schedule mentioned Agricultural lands with Revenue, Panchayat or all other authorities concerned.

For Shalimar Paints Limited

For TAMILNADU ROLLING MILLS LTD.

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For SHALIMAR PAINTS LTD.

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The Vendors represent that the Schedule mentioned Agricultural lands hereby conveyed has always been under their personal cultivation and it never formed part of any tenancy in favour of any Agricultural tenants. The Power 13 SEII in Force.

The Vendors have this day placed the Purchasers in vacant possession of the Schedule mentioned Agricultural lands and henceforth the Purchasers may possess and enjoy the same absolutely with full powers of alienation and without any manner of claim, right, title, share, demand, interest, lawful let, hindrance, interruption or interference from the Vendors or any person or persons claiming through the Vendors.

SCHEDULE

Item No.1

Agricultural lands of an extent of 4.82 Acres, comprised in Survey Nos.

Old Survey No.	New Survey No.	Extent	
3 part	3/2	3.32 Acres	
3 part	3/1	1.50 Acres	
Total		4.82 Acres	

more clearly shown in GREEN colour in the enclosed FM sketch, situated in No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, within the Registration Sub-District of Arani and Registration District of North Chennai.

Item No.2

Agricultural Punja lands of an extent of 0.58 Acre or thereabouts, comprised in Survey No.15/1A (0.28 Acre),15/1B (0.16 Acre) and 15/1C (0.14 Acres) No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur Distreict, more clearly shown in RED colour in the enclosed FM sketch and situated within the Registration Sub-District of Arani and Registration District of Chennai North.

Market value of the Agricultural lands hereby conveyed is P.s.58,82,750/-.

For Shalimar Paints Limited

Executive Director

For TAMILNADU ROLLING MILLS LTD.

aneylig Director

For SHALIMAR PAINTS LTD.

IN WITNESS WHEREOF the Vendors and the Purchasers have signed this Deed of Sale on the day, month and the year first abovewritten in the presence of:

WITNESSES:

1) S. Sul Tent (S. SURPSH MEHTE)

For TAMILNADU ROLLING MILLS LTD.

In rendering she Director

VENDORS. (Rep. by P.A. Holder M/s. Tamilnadu Rolling Mills Ltd., by its Director Mr. B.K. Jalan)

For Shalimar Paints Limited

Executive Director
PURCHASERS

Drefled By:
P.B. FIAMANUJAM, M.A., B.L.,
ADVOCATE & NOTARY PUBLIC
"SRINIVAS"

No. 31, BHAGIRATHIAMMAL ST., T. NAGAR, CHENNAI-600 017.

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For SHALIMAR PAINTS LTD.

STATEMENT UNDER RULE 3(1) OF THE MADRAS STAMP (PREVENTION OF UNDER VALUATION INSTRUMENT RULE, 1968)

Sl.No.	Survey No.	Extent	Nature of property	Market value as per Executant's assessment	
1.	3/2 (old No.3 part)	3.32 Acres	Agricultural lands	Rs.	36,16,800
2.	3/1 (old No.3 part)	1.50 Acres	-do-	Rs.	16,34,100
3.	15/1A	0.28 Acre	-do-	Rs.	3,05,030
4.	15/1B	0.16 Acre	-do-	Rs.	1,74,305
5.	15/1C	0.14 Acre	-do-	Rs.	1,52,515
		5.40 Aures		1	*************
No.19	Chinna Puliyur Villa	age, Gummidipoond	i Taluk,		
Thiru	vallur Distreict,	N		Rs.	58,82,750/-

For Shalimar Paints Limited

Executive Director

For TAMILNADU ROLLING MILLS LTD.

Direndanty Director

Signatu. e of executants.



FOR SHALIMAR PAINTS L.TD.