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TAMILNADU 3 25000
No 12150 SHALIMAR
PAINTS
10.12.09
GOPALAKRISHNA
STAMP VENDOR
L.No. A-6/29485/77
HIGH COURT CAMPUS
CHENNAI - 600 104

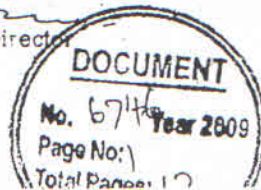
SALE DEED

THIS DEED OF SALE executed at Chennai on this 11th day of DECEMBER, 2009 by:

- (1) Mr. Jagadesh Kumar Bhandari (PAN AAFPB 2696A), S/o. Mr. P.J. Bhandari, aged about 49 years, residing at No.27-B, Mookar Nallamuthu Street, Chennai-600001, represented herein by his duly constituted Power of Attorney Agent M/s. Tamilnadu Rolling Mills Ltd., by its Director Mr. B.K. Jalan, S/o. (late) J.K. Jalan, residing at No.7, Morrison Street, Alandur, Chennai-600016 (Power of Attorney executed on 09.09.2008, Adjudicated in Tamilnadu vide Adjudication No.844/08, on the file of the Joint Sub-Registrar II, Saidapet, on 11.09.2008,)

For Shalimar Paints Limited

Executive Director



For TAMILNADU ROLLING MILLS LTD.

B. Venkatesh

Director

For Shalimar Paints Limited

[Signature]
Managing Director and CEO

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये

Rs.
25000

TWENTY FIVE THOUSAND RUPEES

INDIA

कमीष्ट्रि कार्यालय तमिलनाडु TAMILNADU

Rs 25000

360574



NO 12151

SHALIMAR

10.12-09

PAINTS. my

GOPALAKRISHNAN
STAMP VENDOR
ENO. 6612265177
HIGH COURT CAMPUS
CHENNAI - 600 104

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(2) Mr. Jitendra Kumar (PAN AHJPD7444B), S/o. Mr. S.L. Jain, aged about 34 years, residing at No.26/1, N.C. Road, T.Nagar, Chennai-600017, represented herein by his duly constituted Power of Attorney Agent M/s. Tamilnadu Rolling Mills Ltd., by its Director Mr. B.K. Jalan, S/o. (late) J.K. Jalan, residing at No.7, Morrison Street, Alandur, Chennai-600016 (Power of Attorney dated 8.9.2008, registered as Doc.No.700/2008 on the file of the SRO, T.Nagar, Chennai South),

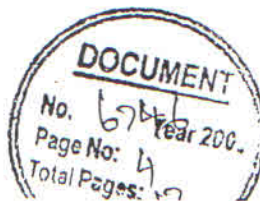
hereinafter called the "VENDORS" which term shall mean and include wherever the context so requires or permits their respective heirs, legal representatives, executors, administrators, nominees and assigns of the ONE PART:

For Shalimar Paints Limited


Executive Director

For TAMILNADU ROLLING MILLS LTD





For Shalimar Paints Limited


Managing Director and CEO

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.

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पच्चीस हजार रुपये

Rs.

25000

TWENTY FIVE THOUSAND RUPEES



தமிழ்நாடு தமிழ்நாடு TAMILNADU

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360658

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7-12-09

SHALIMAR PAINTS

Me
V. GOPALAKRISHNAN
STAMP VENDOR
L.No. A-8 / 29436 /
HIGH COURT CAMP
CHENNAI - 600 11

3

TO AND IN FAVOUR OF

M/s. **SHALIMAR PAINTS LIMITED (PAN AAEC50547D)**, a Public Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at H.O. Danesh Shaik Lane, Goabaria, Howrah-711109, represented herein by its Executive Director, Mr. Sandeep 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, 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 Chinnapuliur Village, Gummidipoondi Taluk, Thiruvallur District, from D. Munusamy Naidu and D.

For Shalimar Paints Limited

Executive Director



For TAMILNADU ROLLING MILLS LTD.

For Shalimar Paints Limited

Managing Director and CEO

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000
पच्चीस हजार रुपये



Rs.
25000
TWENTY FIVE THOUSAND RUPEES



தமிழ்நாடு தமில்நாடு TAMILNADU

NO 12033

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SHALIMAR PAINTS

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Per. V. GOPALAKRISHNA
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L.No. A-6 / 29486 / 1
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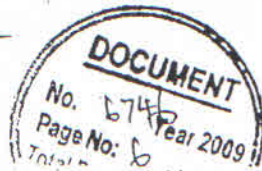
Duraisamy Naidu for consideration in and by absolute deed of sale dated 7.11.1974, registered as Doc.No.1971/1974 on the file of the SRO, Arani, and;

WHEREAS subsequently, the said D. Ramachandran sold 3.38 Acres of Agricultural Punja lands which includes the lands in S.No.3/1 (old No.3) - 1.50 Acres (58.5 Ares) situated in Chinnapuliur 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 in the names of R. Venkatesan and P.T. Balaji includes the lands in S.No.3/1 of Chinnapuliur Village, and;

For Shalimar Paints Limited

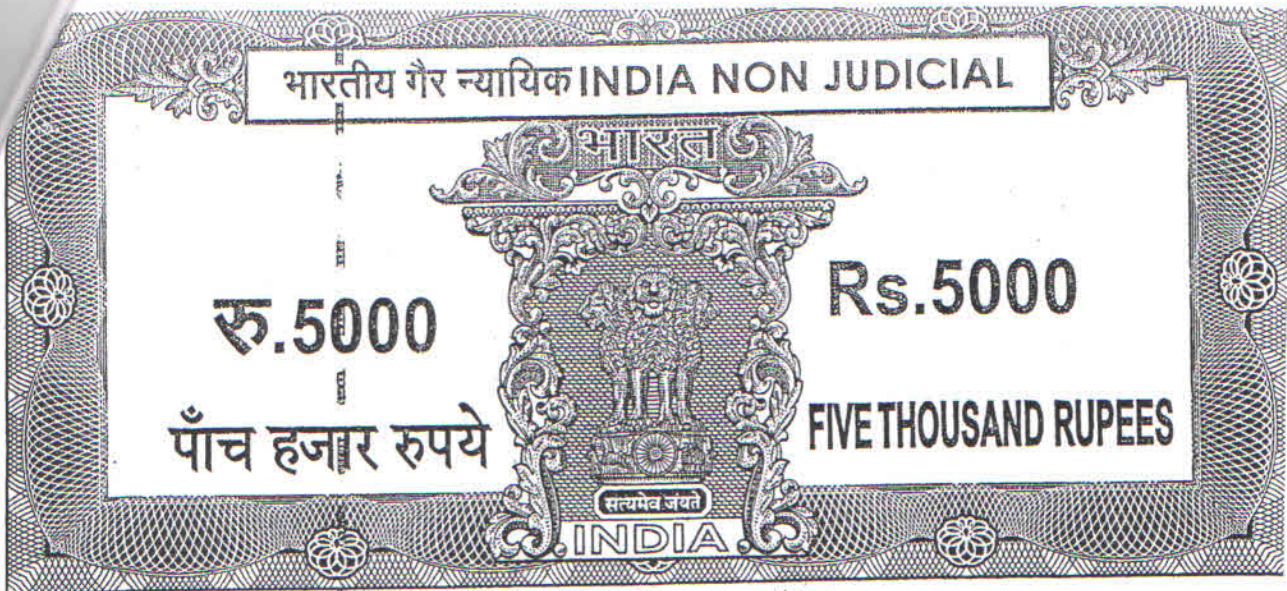
Executive Director



For TAMILNADU ROLLING MILLS LTD.

Director

Director



தமிழ்நாடு ரெகிஸ்ட்ரார் MILNADU

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SHALIMAR PAINTS

GOVERNMENT
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CHENNAI - 600 104

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WHEREAS originally, the Agricultural Punja lands of an extent of 15.90 Acres comprised in Punja S.No.1/1 (4.45 Acres), Punja Survey No.2 (8.13 Acres) and 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 said Agricultural punja lands of an extent of 15.90 Acres comprised in S.Nos.2 (8.13 Acres), 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.

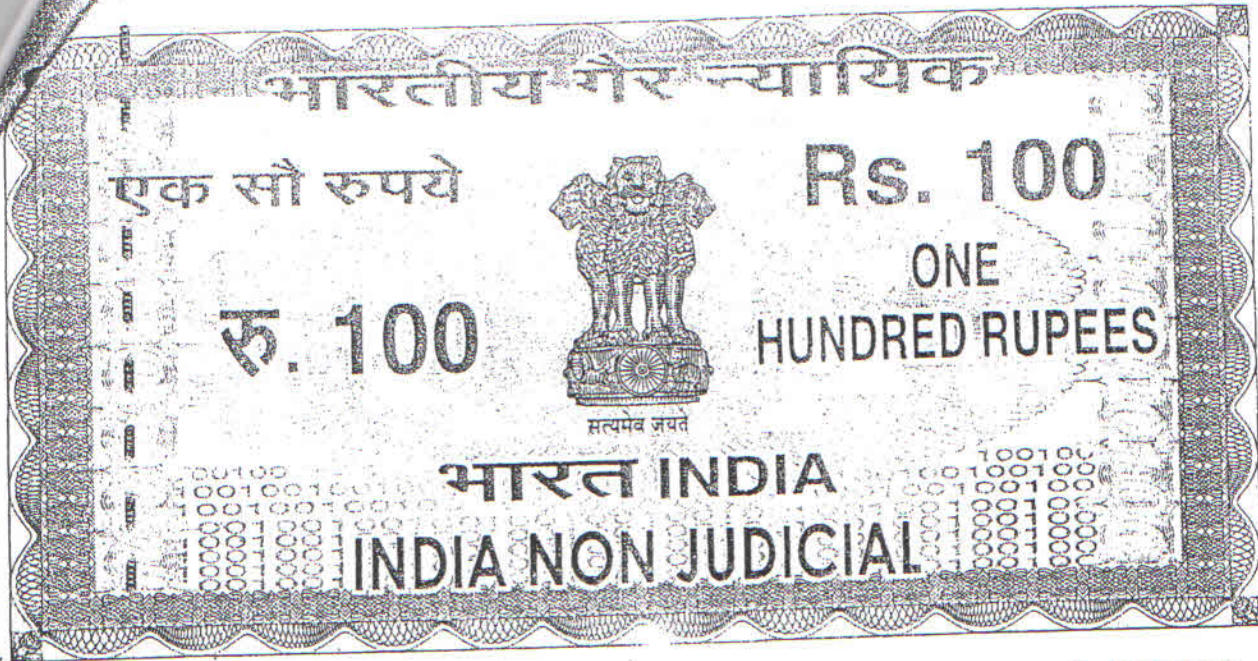
For Shalimar Paints Limited


Executive Director



For TAMILNADU ROLLING MILLS L


Director



R 013100

NO 12/28

8-12-09

SHALINAR PAINTS

GUOPILAKRISHNAN
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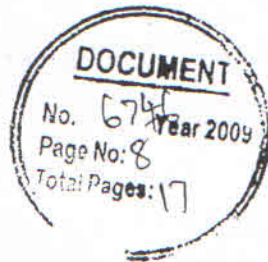
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WHEREAS regarding the Agricultural lands of an extent of 3.32 Acres in S.No.3 of Chinnapuliyur Village, G. Koteeswara Rao purchased from B. Kumaravelu the said lands in the name of his then minor son G. Nagaraj for consideration vide sale deed dated 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. Venkatasubhashini vide sale deed dated 19.4.2007, registered as Doc.No.2750/2007 on the file of the SRO, Arani, and;

For Shalinar Paints Limited


Executive Director



For TAMILNADU ROLLING MILLS LTD.


Director



தமிழ்நாடு தமில்நாடு TAMIL NADU

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6/12/13
SHALIMAR PAINTS
7/12
GOPALAKRISHNAN
STAMP VENDOR
L.No. A-5/20466/77
HIGH COURT CAMPUS
CHENNAI - 600 103

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 Kamalammal 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 8.10.1963, Doc.No.1455/1963 on the file of the SRO, Arani. Subsequently, she settled the said lands as well as other lands to her son Kumaravelu vide Settlement deed dated 666/1990 out of natural love and affection for him. Under the said Settlement deed 15.90 Acres in S.Nos.2 (8.13 Acres), 3 (3.32 Acres) and 1/1 (4.45 Acres) of Chinnapuliur Village of Agricultural lands were settled in favour of B. Kumaravelu, and;

For Shalimar Paints Limited.

S. S. S.
Executive Director



DOCUMENT

For TAMILNADU ROLLING MILLS LTD.

B. S. S.
Director

Managing Director

WHEREAS G. Padmavathi W/o. late G. Kotteeswara Rao from her own funds purchased from the said B. Kumaravelu the Agricultural Punja lands of an extent of 4.45 Acres in S.No.1/1 of Chinnapuliur 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 Chinnapuliur 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;

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

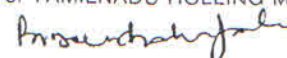
WHEREAS Patta No.309 has been granted to Jegadeesh Kumar Bhandari and Jitendrakumar in respect of the Agricultural lands of an extent of 1.93.0 Hec in S.Nos.3/1

For Shalimar Paints Limited


Executive Director



For TAMILNADU ROLLING MILLS LTD.



Managing Director

(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 thus, the Vendors 1 and 2 herein were the owners of the Agricultural lands of an extent of 8.64 Acres or thereabouts, comprised in Punja Survey Nos:

Old Survey No.	New Survey No.	Extent
1/1	1/1A	3.82 Acres out of 4.42 Acres (as per doc. 4.45 Acres)
3 part	3/2	3.32 Acres
3 part	3/1	1.50 Acres
Total		8.64 Acres

Situated in Chinna Puliyur Village No.19, Gummidipoondi Taluk, Thiruvallur District, they having purchased the same 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, and;

WHEREAS subsequently, the Vendors sold a portion of the said lands namely 0.33 Acre in S.No.1/1A out of 3.82 Acres to and in favour of Millenium Realty in and by sale deed dated 11.01.2008, registered as Doc.No.102/2008 on the file of the SRO, Arani, and;

WHEREAS the Vendors are now in possession and enjoyment of 3.49 Acres in S.No.1/1A out of 4.42 Acres and 3.32 Acres in S.No.3/2 and 1.50 Acres in S.No.3/1 of Chinna Puliyur Village No.19, Gummidipoondi Taluk, Thiruvallur District, which is more fully described in the Schedule "A" hereunder, and;

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

For Shalimar Paints Limited


Executive Director

For TAMILNADU ROLLING MILLS LTD.



Director



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;

WHEREAS making such representations, the Vendors offered to sell the said lands of an extent of 3.49 Acres or thereabouts out of 4.42 Acres, comprised in old S.No.1/1, present Survey No.1/1A1 of No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, which is more fully described in the Schedule "B" 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 "B" 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.1,25,64,000/- (Rupees one crore twenty five lakhs and sixty four thousand only) paid by the Purchasers to the Vendors in the manner following:

- a) Rs.50,00,000/- (Rupees fifty lakhs only) as advance by means of four Cheques, all drawn on HDFC Bank Limited in the manner following :

Cheque No.	Date	Amount
110978	10.09.2008	Rs.15,00,000/-
110979	10.09.2008	Rs.15,00,000/-
110980	10.09.2008	Rs.15,00,000/-
110981	10.09.2008	Rs. 5,00,000/-

- b) Rs.75,64,000/- (Rupees seventy five lakhs and sixty four thousand only) being the balance sale consideration paid by the Purchasers to the Vendors at the time of Registration of these presents in the manner following:

For Shalimar Points Limited


Executive Director

For TAMILNADU ROLLING MILLS LTD.



Managing Director



Cheque No.	Date	Amount	Bank
362290	7.9.2009	Rs. 15,00,000/-	HDFC Bank Ltd.
362291	7.9.2009	Rs. 15,00,000/-	-do-
362292	7.9.2009	Rs. 15,00,000/-	-do-
362293	7.9.2009	Rs. 64,000/-	-do-
397699	9.10.2009	Rs. 15,00,000/-	-do-
397700	9.10.2009	Rs. 15,00,000/-	-do-
Total		Rs. 75,64,000/-	

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 3.49 Acres or thereabouts, comprised in Survey Nos.1/1A1 of No.19 Chinna Puliur Village, Gummidipoondi Taluk, Thiruvallur District, more fully described in the Schedule "B" 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 "B" 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.

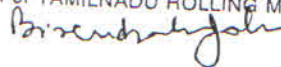
The Vendors further covenant with the Purchasers that the Vendors have not done anything, omitted to do anything or knowingly suffered any act, deed or thing whereby it may stand in any way encumbered or impeached in title and that the purchasers shall at all times or at any time hereafter quietly possess and enjoy the Schedule "B" 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.

For Shalimar Paints Limited


Executive Director



For TAMILNADU ROLLING MILLS LTD.



The Vendors assure and declare that there is no mortgage, charge, or any other encumbrances over the Schedule "B" 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.

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.

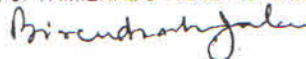
The Vendors covenant with the Purchasers that the Vendors have paid all the taxes and other public charges in respect of the Schedule "B" mentioned Agricultural lands upto date of sale and that there are no arrears of any such taxes or other public charges payable in respect of the Schedule "B" mentioned 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 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 purchasers.

For Shalimar Paints Limited


Executive Director

For TAMILNADU ROLLING MILLS LTD.


Managing Director


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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 or 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 "B" mentioned Agricultural lands with Revenue, Panchayat or all other authorities concerned.

The Vendors represent that the Schedule "B" 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 is still in Force.

The Vendors have this day placed the Purchasers in vacant possession of the Schedule "B" 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 "A"
(Total property)

Agricultural lands of an extent of 8.31 Acres, comprised in Survey Nos.

Old Survey No.	New Survey No.	Extent
1/1	1/1A	3.49 Acres out of 4.42 Acres (as per doc. 4.45 Acres)
3 part	3/2	3.32 Acres
3 part	3/1	1.50 Acres
Total		8.31 Acres

situated in No.19 Chinna Puliyur Village, Gummidipoondi Taluk, Thiruvallur District, within the Registration Sub-District of Arani and Registration District of North Chennai.

SCHEDULE "B"
(Lands hereby conveyed)

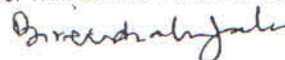
A portion of the Schedule "A" mentioned Agricultural Punja lands of an extent of 3.49 Acres or thereabouts, comprised in Survey Nos. 1/1A1 of No.19 Chinna Puliyur Village,

For Shalimar Paints Limited


Executive Director



For TAMILNADU ROLLING MILLS LTD.


Managing Director

For Shalimar Paints Limited



Managing Director and CEO

Gummidipoondi Taluk, Thiruvallur District, which is more clearly shown in GREEN colour in the enclosed FM Sketch

Market value of the Agricultural lands hereby conveyed is Rs.1,25,64,000/-.

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) 
(C.S. SURESH MENKA)


For TAMILNADU ROLLING MILLS LTD.



Managing Director

VENDORS.


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

2) 
V. Parameswaran

For Shalimar Paints Limited


Executive Director

PURCHASERS


Drafted By:
P.B. RAMAMURTHY, M.A., B.L.,
ADVOCATE & NOTARY PUBLIC
"SRINIVAS"
No. 31, BHAGIRATHIAMMAL ST.,
T. NAGAR, CHENNAI-600 017.



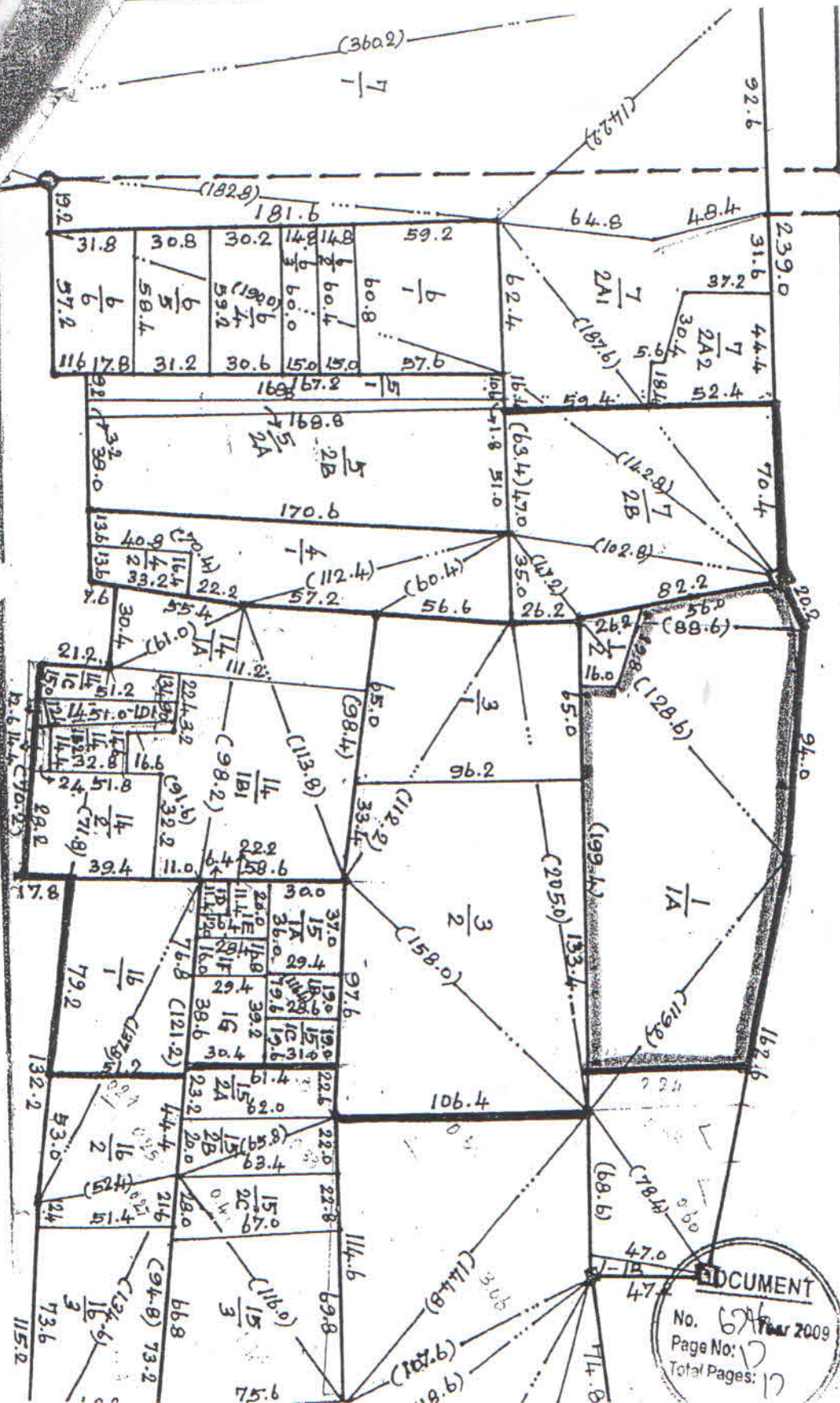
For Shalimar Paints Limited


Managing Director and CEO

For Shallmar Paints Limited

உபநிஷதுகியுந் கிராமத்தையும் கலகரைப்பேட்டை - சத்தியலோடு

EAST TAMIL NADU PULPING MILLS LTD.



For Shalimar Paints Limited

Managing Director and CEO