

TRUE COPY



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat

Certificate of Stamp Duty

PDR

Certificate No. IN-GJ344817468312600
Certificate Issued Date 27-Dec-2016 01:19 PM
Account Reference IMPACC (FI)/gjimp10/PADRA/GJ-BA
Unique Doc. Reference SUBIN-GJGJELIMP10236370259217780
Purchased by HARIDAS T. KANANI
Description of Document Article 20(a) Conveyance - Immovable Property
Property Description MOJE KARKHADI, BLOCK NO. 526 P. 539, 540, 541
TOTAL ADMEASURING 159841.734 SQ. MTR.
Consideration Price (Rs.) 20,00,00,000
(Twenty Crore only)
First Party SOLARIS CHEMTECH INDUSTRIES LTD.
Second Party NEOGEN CHEMICALS LTD.
Stamp Duty Paid By NEOGEN CHEMICALS LTD.
Stamp Duty Amount (Rs.) 98,00,000
(Ninety Eight Lakh only)

30/5 1 34
2016



VO 0004307925

Handwritten signature and date 4/1/17



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for Neogen Chemicals Ltd.

Director

SALE DEED

THIS SALE DEED is made and executed at village Karkhadi, Taluka Padra, Registration Sub District Padra and District and Registration District Vadodara, Gujarat on this 27th day of December 2016 between:



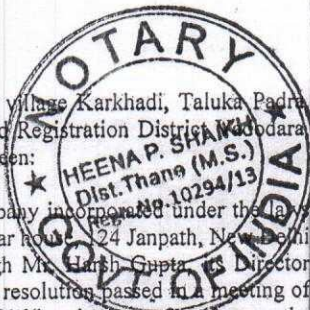
Solaris Chemtech Industries Limited, a company incorporated under the laws of India and having its registered office at Thapar Road, 24 Janpath, New Delhi having PAN AABCB7121R and acting through Mr. Harish Gupta, its Director and Authorized Signatory, duly authorized vide resolution passed in a meeting of its board of directors held on 9th September 2016 (hereinafter referred to as the "Vendor", which expression shall unless repugnant to the context, include its successors-in-interest) of the One Part;

AND

NEOGEN CHEMICALS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 115 Vardhaman Complex, Agra Road, Thane (West), India - 400601 having PAN AAACN5836E and acting through Mr. Haridas T. Kanani, its Managing Director and Authorized Signatory, duly authorized vide resolution passed in a meeting of its board of directors held on 18th October 2016 (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context, include its successors-in-interest, assigns and nominees) of the Other Part.

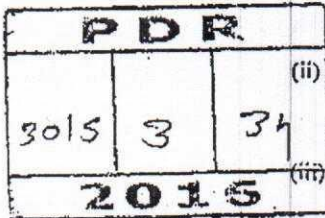
WHEREAS:

- A. The Vendor is the owner of and otherwise well and sufficiently entitled to and in possession of land measuring an area of 1,59,841.902 sq. mtr. land situated within limits of village Karkhadi, Taluka Padra, Registration Sub District Padra and District and Registration District Vadodara, Gujarat and the superstructure thereto described herein-below in Schedule I (hereinafter referred to as the "Property");



B. The Vendor has vide a Business Transfer Agreement dated 21st October, 2016 ("BTA") sold/transferred the Business Undertaking and the Purchaser has purchased the Business Undertaking on a going concern basis by way of slump sale and has received the full Consideration for the Business Undertaking under the BTA on the terms and conditions contained therein;

C. Pursuant to the BTA, the Vendor has offered to sell and convey the entire Property to the Purchaser in vacant possession by representing to the Purchaser:



(i) That the Vendor has absolute, lawful and unfettered rights, easement, good and marketable title and interest in or to the Property and well and sufficiently entitled to sell, transfer, convey in favour of the Purchaser herein.

(ii) That the Property is the absolute property of the Vendor and except the Vendor, no other Person or Persons has/have any right, title or interest over the Property.

(iii) That, the Property is not the subject matter of any other litigation before any court or authority and there is no restrictive order prohibiting transfer of the Property to the Purchaser.

(iv) That the Vendor does not have any liabilities or obligation of any nature whether accrued, absolute, contingent or otherwise in relation to the Property.

(v) That the Vendor has paid all tax; electricity, water and other charges; cess and other dues in respect of the Property till date of this Sale Deed.

(vi) That the Vendor has not done, committed, omitted, knowingly or willingly suffered or been party or privy to any act, deed, matter or thing which may have a material adverse effect on the transaction under this Sale Deed or whereby the Vendor is prevented from transferring/selling/conveying the Property or any part thereof in respect of the Property or any part thereof or whereby the same or any part of the Property is, can or may be subject to any encumbrances or prejudicially affect its state, title or interest.

(vii) That the Property is free from all encumbrances.

(viii) That the Vendor has full right, power, capacity and authority to enter, deliver and perform under this Sale Deed.

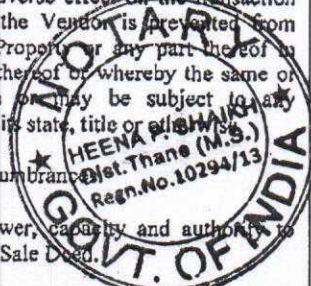
(ix) That the obligations assumed under this Sale Deed by the Vendor are legally valid, binding and enforceable in accordance with the terms of this Sale Deed; and

(x) That the execution, delivery and performance of this Sale Deed by the Vendor shall not violate any law, statute, or regulation; conflict with the constitutional documents; and/or breach of any agreement, covenant, court order, judgment, or decree to which it is a party or by which it is bound.

D. The Purchaser has offered to buy the entire Property described in schedule below from the Vendor in vacant possession by representing to the Vendor that:

(i) That the Purchaser has full right, power, capacity and authority to enter, deliver and perform under this Sale Deed.

(ii) That the obligations assumed under this Sale Deed by the Purchaser are legally valid, binding and enforceable in accordance with the terms of this Sale Deed; and

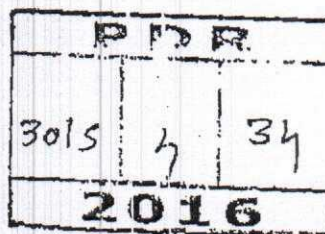


(iii) That the execution, delivery and performance of this Sale Deed by the Purchaser shall not violate any law, statute, or regulation conflict with the constitutional documents.

E. On the basis *inter-alia* of the aforesaid representations, the Vendor has agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase the same from the Vendor on terms and conditions and for consideration hereinafter stipulated.

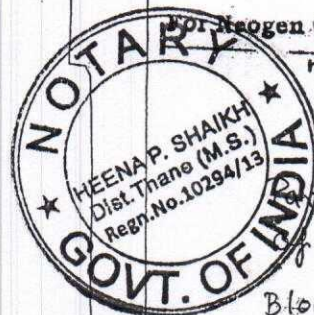
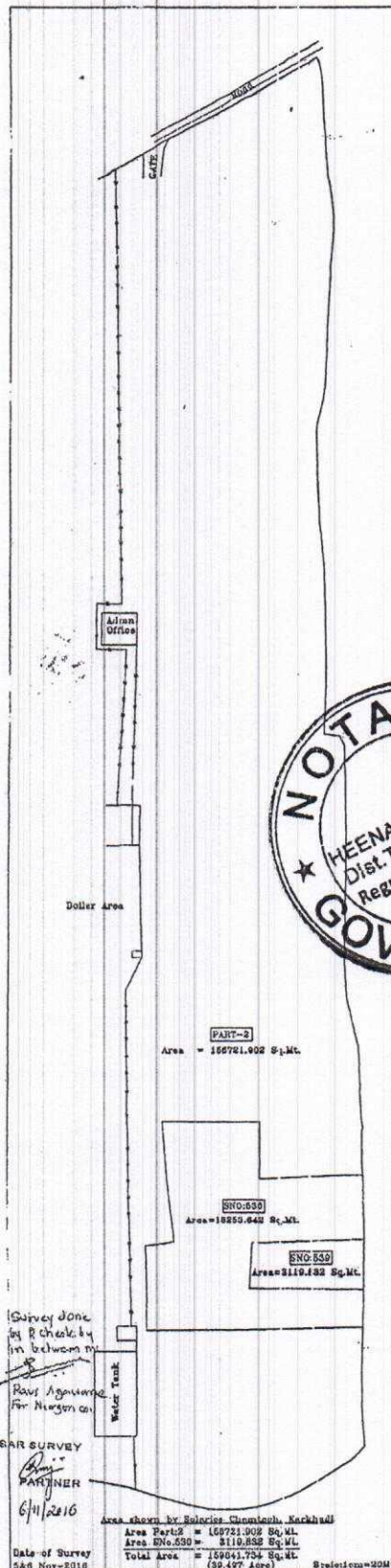
NOW THEREFORE THIS SALE DEED WITNESSETH as follows:

1. Under the BTA the Business Undertaking has been sold / transferred by the Vendor to the Purchaser on a going concern basis by way of slump sale, therefore there is no separate consideration agreed between the Parties for the Property. However, for the purposes of stamp duty payable only on this Sale Deed the Parties agree that the consideration is Rs. 20,00,00,000/- (Rupees Twenty Crores Only). The Vendor hereby acknowledge the payment of the agreed lump sum Consideration and hereby sell, grant, convey, transfer, assign and assure unto the Purchaser all that land more specifically described in the Schedule hereunder written with all estate, rights, title, interest, claims and demands of the Vendor into or upon the Property and every part thereof and all easement, rents, profits, rights, licenses, appurtenances, accretions, documents of title and other rights whatsoever belonging or pertaining to or reputed or purported to belong or pertained to or arising therefrom and/or in connection with the Property or any part thereof and TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever in vacant possession free from any and all manner of encumbrances, *lis pendence*, lien, charges, attachments, acquisition or requisition or notices thereof whatsoever.
2. At the time of execution of the Sale Deed, the Vendor has put the Purchaser in vacant physical possession of the entire Property.
3. All charges payable to the Revenue Authorities and any and all property taxes and other municipal taxes, ground-rent, charges for water, penalties charges for water and electricity and charges, penalties and compounding charges, if any, related to construction in the Property payable for or pertaining to the period ending with the date of this Sale Deed shall be borne and paid exclusively by the Vendor, even if a demand in respect thereof is received after the date of the Sale Deed, and for the period thereafter shall be paid and borne exclusively by the Purchaser, and each party shall keep the other indemnified in respect of corresponding period.
4. It is clearly agreed by the Parties that as part of the sale of the Property, the Vendor is also hereby giving away, transferring to and conferring on the Purchaser, all its rights and entitlements to the currently installed water, electricity and gas connections in the Property and all related meters and fittings installed at or related to the Property. Upon taking possession of the Property, the Purchaser shall be at liberty to have the said connections transferred to itself or to its nominee, and the Purchaser shall also be entitled to all deposits and securities made by the Vendor or its predecessor-in-interest with the electricity department or any other authority relating to the connections of electricity, water, gas and sewage and any other connection in the Property.
5. Stamp duty and other registration charges payable on this Sale Deed shall be paid by the Purchaser.
6. Capitalized terms used but not defined herein shall have the meanings set forth in the BTA.



ANNEXURE I: PLAN OF THE PROPERTY

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For Neogen Chemicals ...

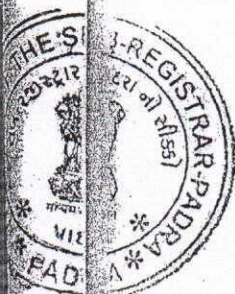
Director

Part 2 consists

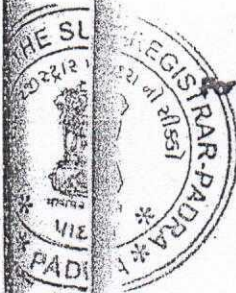
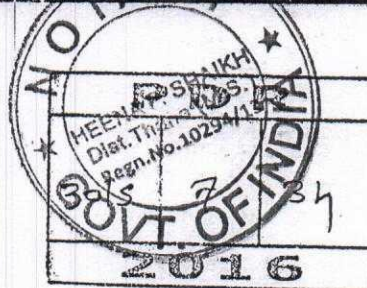
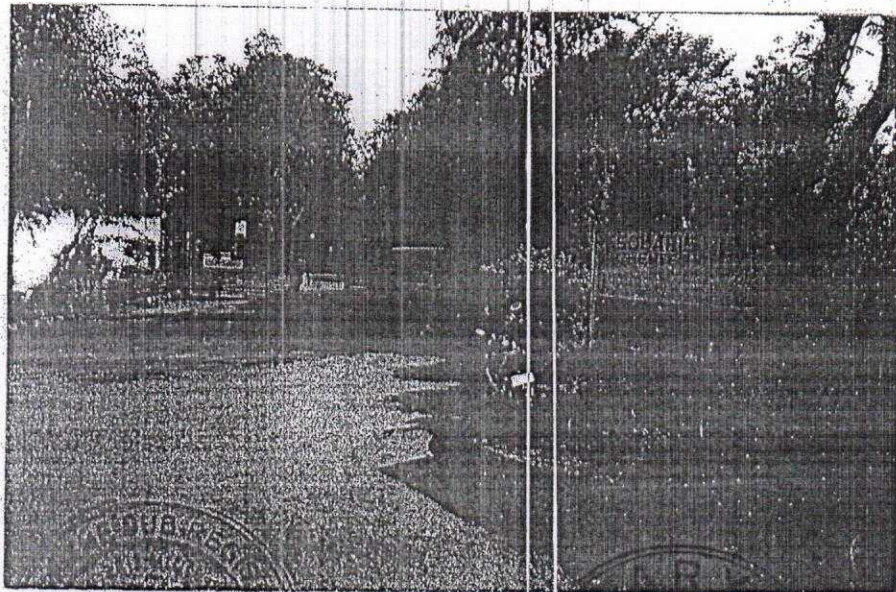
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540 admeasuring
3330 sq. mtrs.,
Block no. 541
admeasuring 84
sq. mtrs. aggrego
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For Solaris Chemical Industries

Authorised Signa



ANNEXURE II: PHOTOGRAPHS OF THE PROPERTY



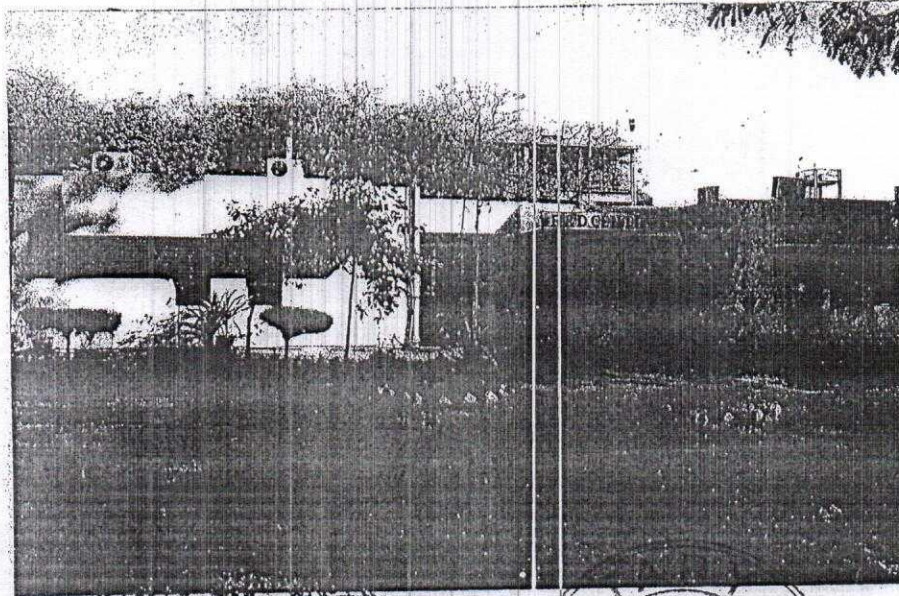
Solaris Chemical Industries Ltd

Authorised Signatory

For Neogen Chemicals Ltd.

Director

ANNEXURE II: PHOTOGRAPHS OF THE PROPERTY



For Solaris Chemtech Industries Ltd

[Signature]
Authorised Signatory

For Neogen Chemicals Ltd.

[Signature]
Director


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VENDOR

PHOTO

THUMB MARK

For Solaris Chemtech Industries Ltd


Authorized Signatory



SOLARIS CHEMTECH INDUSTRIES LIMITED

Through its authorized signatory

Mr. Harsh Gupta



PURCHASER

PHOTO

THUMB MARK

For Neogen Chemicals Ltd.



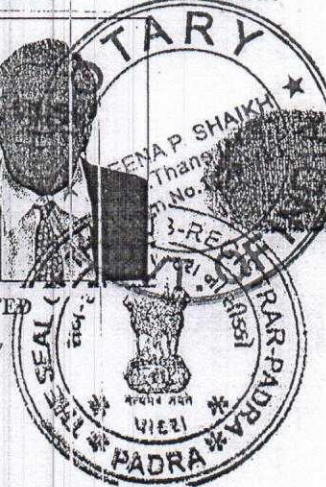
Director



NEOGEN CHEMICALS LIMITED

Through its authorized signatory

Mr. Haridas T. Kanani



૧. વિ. ની જાહેરિયાત/અરજી/૧૦૮૦/૧૦૪૪૧૩-૫, તા. ૧૩-૧૧-૮૧.

जामने नमूने नमर-७ जाने

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+ 490 + 492 + 492 + 495

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अभिहितः अथवा

ॐ नमो भगवते वासुदेवाय ।

(7533) 257-09

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संज्ञा: २०००

જામજી નમુજી નંબર-૧૨

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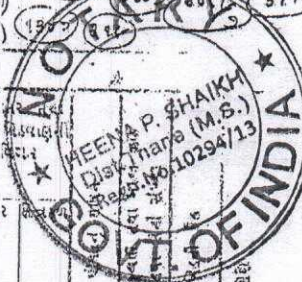
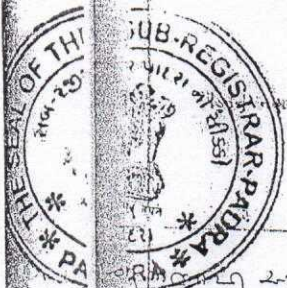
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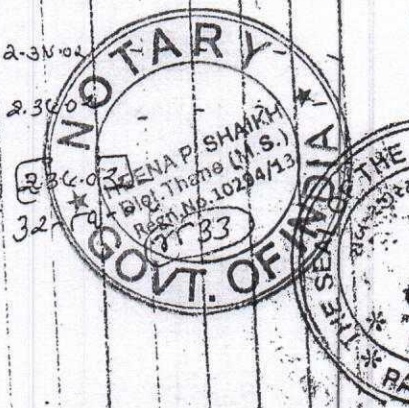
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~~4500-6700~~ 6700-8000 (4500) 7500



પેતરનું નામ
 નિર્ધારિત નંબર

ગામનો નંબર ૭ અને ૧૨

Nº - 065

વિસ્તાર નંબર

સત્તાનો પ્રકાર

સત્તા

જોડાણ વાપક ગણીત	અક્ષર ક્રમ	ગુણ ક્રમ
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૨ જોડાણ	૦-૮-૭૩	
૩ જોડાણ		
પાન ખસાવ વર્ગ જ...		
પાન ખસાવ વર્ગ જ...		
જોડાણ વર્ગ નવા વિસ્તાર પાન	૦-૮-૭૩	૧. ૨.
પાન બાજુ	૫-૮-૭૩	

કબજદારનું નામ :-

૩૭૭ મેજિસ્ટ્રેટ
 ૧૭૯૩ મેજિસ્ટ્રેટ

સાક્ષીના નામો અને સહીઓ

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ગણતંત્રિયા અથવા
 પેટા-ગણતંત્રિયાનું નામ :-

બીજા પક્ષ :- મી. ગણતંત્રિયા ૫૮૫૨૨ સહી ૫૮૫૨૨
 ૩૭૭ ૩૩૨૬
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ચેત્રફળ

ગણતંત્રિયા રકમ...

ગામનો નંબર ૧૨

મોસમ	વાવેતર વિસ્તારની વિગત						પાંચ તથા બીજા જોડાણની વિગત	
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	મિશ્રણ નંબર	ચેત્રફળ પીત કપીત	ચેત્રફળ પીત કપીત	મિશ્રણ નંબર	ચેત્રફળ પીત કપીત	ચેત્રફળ પીત કપીત		
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સાક્ષીના નામો અને સહીઓ

૦-૮-૭૩

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વર્ષ	પેટનું નામ	સાચક	પાવેનર વિસ્તારની વિગત						પાવેનર તથા બીજા પેટવાણની વિગત		પીપા તથા સાધન	ફાઉ તથા શીંગા આડ તથા તેની સંખ્યા	પિંડી રીત	બીરો
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					મિત્રાણ નંબર	સોતરણ પાત કપાત			મિત્રાણ નંબર	સોતરણ પાત કપાત				
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૧૨/૫ જાન્યુઆરી ૨૦૧૪

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૦૬-૦૯ મિત્રાણ

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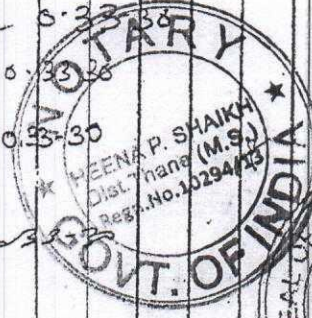
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મુસલિમ કોર્ટ (પેનલ) વાટા



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પ્રતિનું નામ

ગોળી નંબર

૫૭૮

વિસ્તાર નંબર

સત્તાનો પ્રકાર

સત્તા

ગુ. ૨૧. ૭
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Nº - 068

કબજેદારનું નામ :- (૩૩૭)

મોજા કોડ (૩૩૭)

તાલુકો : કોડ (૩૩૭)

પેડવા લાયક જમીન	અકર ઉકર	ગાંધી અકર
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૩ કચારી		
કુલ...		
પોત ખરાબ વર્ગ બ...	-	-
પોત ખરાબ વર્ગ બ...	-	-
કુલ...	૦-૩૮-૦૫	
ગાંધી નંબર તથા વિસ્તાર		૩-૨૫
સાચો બાળ		

જમીન, જગદીશભાઈ, ૫૨૭૦૦૦૦૦

જા. ૧૫/૨૦ ૨-૨૫ ૫૦૦. ૫ (૩૧૫)

જા. ૧૫/૨૦ ૫૦૦. ૫ (૩૧૫)

સોલિડ રીડ કોન્ટેઇનર (૫૧૭૦)

ગણતરી અથવા પેટા-ગણતરીના નામ	ગાંધી	ગાંધી
ગણતરી	૩-૨૫	૩-૨૫

જા. ૧૫/૨૦ ૫૦૦. ૫ (૩૧૫)

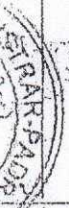

બીજા કક્ષ :- ૩૩૭ (૬૦૦)

જા. ૧૫/૨૦ ૫૦૦. ૫ (૩૧૫)

જા. ૧૫/૨૦ ૫૦૦. ૫ (૩૧૫)

ગણતરીની રકમ...	૩.	૫.
----------------	----	----

ગાંધી નંબર ૧૨

	મોક્ષમ	વાવેતર વિસ્તારની વિગત											
	પરીક	પ્રધાન મિશ્રણ			ગોળી મિશ્રણ તથા અમિશ્રણ			પ્રકાર					
	રવિ	મિશ્રણ નંબર	સેત્રફળ		મિશ્રણ નંબર	સેત્રફળ		૧૦૫	૧૦૬	૧૧	૧૨	૧૩	૧૪
	કનાળ		પોત	કપોત		પોત	કપોત						
૩	૪	૫	૬	૭	૮	૯	૧૦	૧૧	૧૨	૧૩	૧૪		
જગદીશભાઈ પરમજીભાઈ	૫	૫	૦-૨૦-૦૦	૦-૨૦-૦૦									
જગદીશભાઈ પરમજીભાઈ													

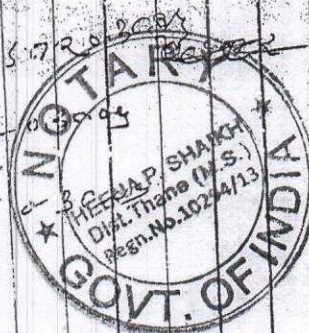


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૩૦/૫	૧૬	૩૫
2016		

વર્ગ	મિલકતનું નામ	મોક્ષક	વાવનર વિસ્તારની વિગત						પ્રતેર તથા બીજા બેડાણની વિગત	ચીવ-તનું સાધન	કુખાડ તથા બીજા ઓડ તથા તેની સંખ્યા	મિલકતી ચીજ	ગણ
			પ્રમાણ	મિલકતનો	ગોણ, મિલકત તથા અમિકા તુલો		મિલકત નંબર	મોતરકળ પાત કપાત					
					મોતરકળ	મોતરકળ							
૧	૨	૩	૪	૫	૬	૭	૮	૯	૧૦-૧૧-૧૨-૧૩	૧૪	૧૫	૧૬	૧૭



अर्थ आयाता १००-००
 नकद ५००-००
 अर्थ आयाता १००-००
 नकद ५००-००
 अर्थ आयाता १००-००
 नकद ५००-००

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2016		



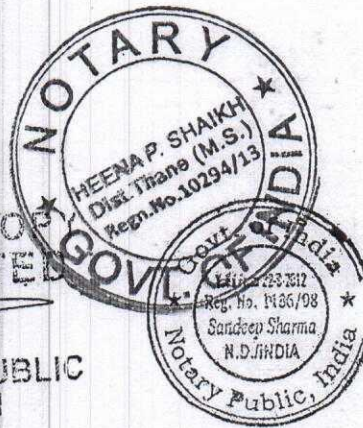
For SOLARIS CHEMTECH INDUSTRIES LTD.

[Signature]
AUTHORISED SIGNATORY



PHOTO COPY
ATTESTED

NOTARY PUBLIC
DELHI



23 DEC 2016

रजिस्ट्रेशन चेक



सत्यमेव जयते

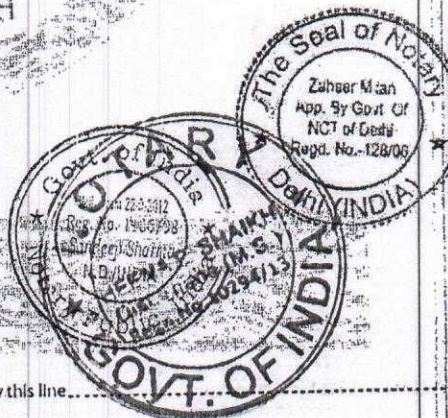
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

PDR		
30/5	19	34
2016		

Certificate No. : IN-DL755963397631950
 Certificate Issued Date : 26-Jul-2016 10:23 AM
 Account Reference : IMPACC (SH)/dishimp17/DWARKA/DL-DLH
 Unique Doc. Reference : SUBIN-DLDSLHIMP-7506150-885870200
 Purchased by : SOLARIS CHEMTECH INDUSTRIES LIMITED
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SOLARIS CHEMTECH INDUSTRIES LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : SOLARIS CHEMTECH INDUSTRIES LIMITED
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



Please write or type below this line

Power Of Attorney

TO ALL TO WHOM THESE PRESENTS SHALL COME We, Solaris Chemtech Industries Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Thapar House, 124 Janpath, New Delhi 110 001 in the state of Delhi (hereinafter called 'the Company') SEND GREETINGS:

PHOTO COPY
ATTESTED



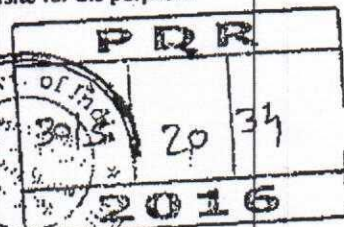
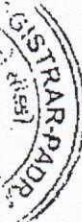
Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.com. Any discrepancy in this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the holder of the Certificate.

WHEREAS it is necessary to appoint some person or persons to be the true and lawful attorney or attorneys for all or any of the purposes following in connection with the business of the Company:

NOW KNOW ALL MEN BY THESE PRESENTS that the Company do hereby nominate, constitute and appoint Mr. Harsh Gupta, Acting CEO, to be the true and lawful attorney of the Company on its behalf and in its stead and in its name to do the following acts, deeds and things i.e. to say:

1. To conduct and carry on the ordinary business of the Company.
2. To take on lease or otherwise acquire such lands, houses, offices, buildings, forests, chattels and effects as the said attorney shall think necessary or expedient for purposes of the business of the Company.
3. To draw, accept, sign, negotiate and endorse bills, cheques, drafts, hundies, Government Securities and other negotiable instruments in the name and on behalf of the Company.
4. To ask, demand, sue for and enforce payment of and receive and give effectual receipts and discharges for all moneys, securities, debts, legacies, goods and chattels and claims to which the Company is now or may hereafter be possessed or entitled or which are or may become due, owing, payable or transferable to the Company from any person or persons whatsoever.
5. To commence, prosecute and enforce or defend, answer and oppose all suits, actions and other legal proceedings and criminal prosecutions, claims and demands in relation to the business of the Company or touching any matter aforesaid and to recover all decretal amounts by execution or otherwise.
6. To appoint and retain advocates and other legal practitioners from time to time and revoke such appointments and retainers and to appoint others as occasion shall arise.
7. To make, sign, execute, affirm and file all applications, plaints, written statements, affidavits and petitions and all other papers and documents necessary and expedient in the opinion of the said attorney to be made, signed, executed, affirmed, presented or filed in any Court or office and such documents again to receive back.
8. To adjust, settle, compromise and submit to arbitration any accounts, debts, claims or demands, disputes and matters in relation to the business of the Company or touching any of the matters aforesaid and which are now subsisting or may hereafter arise between the Company or any person or persons or corporation.
9. To enter into and make, sign and execute all such letters, documents, agreements, contracts, leases, deeds, instruments, acts and things as shall be requisite for the business purposes or in relation to all or any of the purposes or matters aforesaid and to rescind and vary all such contracts and execute and to do all such acts, deeds and things in the name and on behalf of the Company as shall be requisite for the purposes or in relation to any of the purposes or matters aforesaid.



10. To apply for and obtain all such concessions, sanctions, powers and authorities from any of the Governments, State or Central, Municipalities and Local authorities as may be desirable for carrying on or extending, enlarging the operation of the Company.


11. To issue and sign all letters in connection with the appointment, dismissal and discharge of workmen and managers.

12. Generally to act as agent or attorney of the Company in matters aforesaid as fully and effectually on all respects as the Company could do.

AND the Company hereby agrees and undertakes to ratify and confirm all and whatsoever the said attorney shall lawfully do or cause to be done in the premises by virtue of these presents.

AND it is hereby declared that this Power of Attorney unless revoked earlier will remain in force for 2 (two) calendar years from the date of issue i.e. upto 9th September, 2018 or the date of cessation of employment of the said Attorney, whichever is earlier.

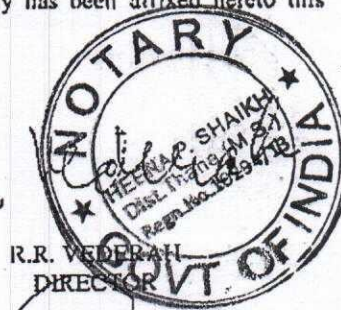
And the aforesaid Attorney shall sign as under:


HARSH GUPTA

PDR		
30/5	21	37
2016		

IN WITNESS whereof the Common Seal of the Company has been affixed hereto this 09th day of September, 2016

The Common Seal of Solaris Chemtech Industries Limited has been affixed hereto and these presents have been signed by Mr. R.R. Vederah, Director and Mr. Ashok S. Mam, CGM pursuant to a resolution passed by Board Of Directors on 09th September, 2016.



R.R. VEDERAH
DIRECTOR

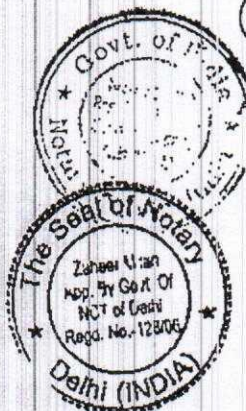
ASHOK S. MAM
CGM



PHOTO COPY
ATTESTED


NOTARY PUBLIC
DELHI

23 DEC 2016



ATTESTED

NOTARY PUBLIC
DELHI INDIA

17 SEP 2016

No. 2 Jawar Vihar Building

भारत गणराज्य REPUBLIC OF INDIA



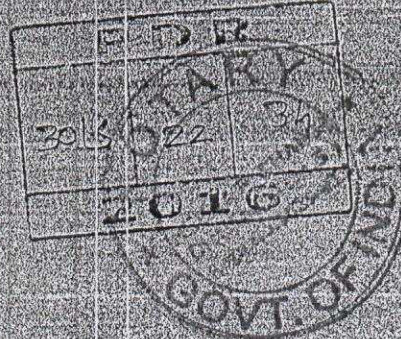
जिनके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सभी से निवेदन प्रहरी संघ है, अतः प्रहरी संघ की वती है कि वे भारत को बिना किसी रुकावट के स्वतंत्र रूप से आने, जाने में, और उसी प्रकार सभी ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो।

THESE ARE TO REQUEST AND REQUEST IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCES AND TO AFFORD HIM OR HER EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

भारत गणराज्य के राष्ट्रपति के आदेश से BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



(कमलेश सेठ)
KAVLESH SETH
वरिष्ठ सार्वजनिक अधिकारी
Senior Public Officer
ए. ए. विभाग (सी. सी. डी. एन.)
C. V. Division (C.S.D.N.)
विदेश विभाग, नई दिल्ली
Ministry of External Affairs, New Delhi



THIS PASSPORT SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS ISSUED. IT MUST NOT BE LOANED, RENTED, SPOLOUT, OR OTHERWISE MADE AVAILABLE TO ANY OTHER PERSON. IT MUST NOT BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS ISSUED. IT MUST NOT BE LOANED, RENTED, SPOLOUT, OR OTHERWISE MADE AVAILABLE TO ANY OTHER PERSON. IT MUST NOT BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS ISSUED. IT MUST NOT BE LOANED, RENTED, SPOLOUT, OR OTHERWISE MADE AVAILABLE TO ANY OTHER PERSON.

01899573

NAME: **ABHA GUPTA**
 DATE OF BIRTH: **15/06/1991**
 PLACE OF BIRTH: **DELHI**
 SEX: **F**
 HEIGHT: **155 CM**
 WEIGHT: **50 KG**
 EYES: **BROWN**
 HAIR: **BROWN**
 SIGNATURE: **ABHA GUPTA**
 DATE: **23/12/2015**
 NOTARY PUBLIC: **DELHI**

2015	23	31
2016		

PHOTO COPY
 ATTESTED
 NOTARY PUBLIC
 DELHI



23 DEC 2015





TRUE COPY

Rajnikant J. Patel
RAJNIKANT J. PATEL
NOTARY
(GOVT OF INDIA)





NEOGEN CHEMICALS LTD.

(An ISO 9001 accredited company)

Office : 115, Vardhaman Industrial Complex, Old Agra Road, Thane (W) 400 601, Maharashtra, INDIA
Phone : +91-22-2549 7300/2172 3716 • Fax : +91-22-2172 1083 • E-mail : sales@neogenchem.com
Website : www.neogenchem.com • CIN No. U24200MH1989PLC050919

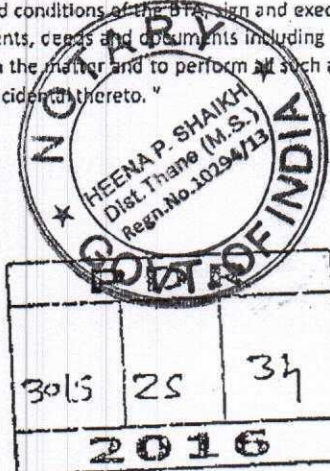
CERTIFIED THAT THE BELOW EXTRACT IS A TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS ("BOARD") OF NEOGEN CHEMICALS LIMITED ("COMPANY") HELD ON 18th OCTOBER, 2016, AT 11:00 A.M AT THE REGISTERED OFFICE OF THE COMPANY AND THAT IT HAS BEEN ENTERED IN THE MINUTES BOOK OF THE COMPANY AND SIGNED THEREIN BY THE CHAIRMAN OF THE MEETING AND IS IN ACCORDANCE WITH THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY.

"RESOLVED that pursuant to Section 180 (1) (a) and other applicable provision, if any, of the Companies Act 2013, and relevant Rules framed under, including any statutory modifications or re-enactment thereof, for the time being in force and the Articles of Association of the Company and such other sanctions and approvals as may be required, consent is hereby accorded to the Board of Directors of the Company for the purchase of the business of the Karakhadi Unit of Solaris Chemtech Industries Limited ("Seller") as a going concern, by the way of slump sale and accordingly entering into the Business Transfer Agreement ("BTA") and / or other agreements with the Seller, for the said sale upon such terms and conditions as may be mutually agreed between the Parties to the BTA."

"RESOLVED that Mr. H. T. Kanani, Managing Director or Dr. Harin Kanani, Director are hereby authorized to negotiate, finalise, and approve the terms and conditions of the BTA, sign and execute on behalf of the Company, the BTA, and or other agreements, deeds and documents including any modifications / amendments therein as may be required in the matter and to perform all such acts and deeds as may be required or considered necessary or incidental thereto."

For NEOGEN CHEMICALS LIMITED

CHAIRMAN



30/15	25	34
2016		



ELECTION COMMISSION OF INDIA
IDENTITY CARD

ભારતનું ચૂંટણી પંચ

ઓળખ પત્ર HDG6733067



Cardholder's Name : Sinde Ashok
ભારતનું નામ : સિન્દે અશોક
Father's Name : Sahebrao
પિતાનું નામ : સાહેબરાવ
Sex / જાતિ : Male / પુરુષ
Age as on 1.1.2007 : 46 Years
જન્મ તારીખ ૦૧/૦૧/૨૦૦૭ : ૪૬ વર્ષ

Address : A-57, Madhukunj Society, Vasna
Gam. near Oetroi Naka, vasna, Vadodara-
390021, Tal. Vadodara, Dist. Baroda

સરનામું : એ-૫૭, મધીકુંજ સોસાયટી,
વાસનાગામ, જ. તાકા, પાસે, વાસણા, વડોદરા-
૩૯૦૦૨૧, તા. વડોદરા, જિ. બરોડા

Electoral Registration Officer
for 148 Sayajiganj Constituency

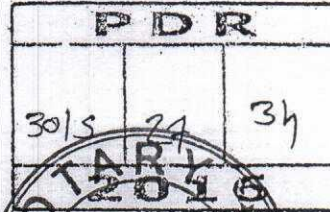
મતદાર નોંધણી અધિકારી
૧૪૮ સાયાજીગંજ મતદાર વિભાગ

Baroda
બરોડા

Date : 30/11/2007
તારીખ : ૩૦/૧૧/૨૦૦૭

This card may be used as identity card
under different government schemes.

આ ઓળખપત્રનો જુદીજુદી સરકારી યોજનાઓમાં
ઓળખ તરીકે ઉપયોગ કરી શકાયો.



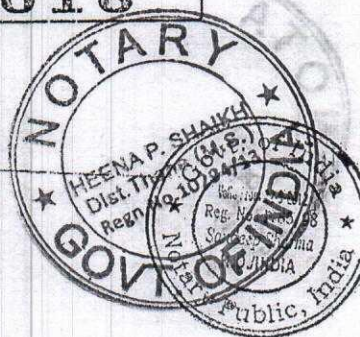
TRUE COPY

RAJNIKANT J. PATEL
NOTARY
(GOVT OF INDIA)



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PDR		
30/5	28	34
2016		





[Handwritten Signature]

1. NAME OF THE PARTY: **NEW DELHI-110070**
2. DATE: **13/09/2002**
3. TIME: **11:30**
4. PLACE: **NEW DELHI-110070**
5. NAME OF THE PARTY: **NEW DELHI-110070**
6. DATE: **13/09/2002**
7. TIME: **11:30**
8. PLACE: **NEW DELHI-110070**
9. NAME OF THE PARTY: **NEW DELHI-110070**
10. DATE: **13/09/2002**
11. TIME: **11:30**
12. PLACE: **NEW DELHI-110070**

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30/5	29	34
2016		



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NOTARY PUBLIC
DELHI

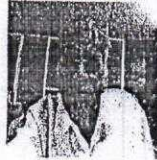
23 DEC 2005



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2016		

27/12/16 2:39:34 pm Version:1.1.2016.17

Serial No. **3015**
 Presented of the office of the Sub-Registrar of
S.R.O - PADARA Between the hour of
 13 to 14 on Date **27/12/2016**



Neogen Chemicals Limited, through its
 Managing Director and authorised signatory
 Mr. Haridas T. Kanani.

[Signature]
 (S R Tadvi)

Sub Registrar
 S.R.O - PADARA

Receipt No :- **2016113007169**

Received Fees as following	Rs.
Registration	2000000
Other Fees	0

TOTAL :- 2000000

ખુટલી સાઈડ ફી રૂ.૩૫૦/-
 ખાતરી નં. ન.જ.ક.1.1.3.00.જ.1.3.2
 થી વસુલ લીધેલ છે.
 તારીખ: 27/12/2016

Demand Draft
 No. : 033000
 State Bank Of India, Padra Branch.

Dated : 23/12/2016
 Amount : 20,00,000/-

[Signature]
 (S R Tadvi)

Sub Registrar
 S.R.O - PADARA

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
-------	------------------------	-----	------------	------------------	-----------

Executing
 000

Solaris Chemtech Industries
 Limited, through its Director and
 Authorised signatory Mr. Harsh
 Gupta,
 Reg. Office : 124, Janpath, New
 Delhi
 PANNO:AABC7121R

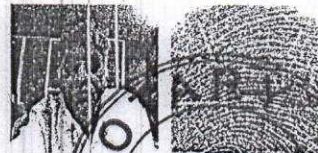
45



[Signature]

Neogen Chemicals Limited,
 through its Managing Director and
 authorised signatory Mr. Haridas
 T. Kanani.
 Reg.Office. 115, Vardhaman
 Complex, Agra Road,
 Thane(West), India-400601.
 PANNO:AAACN5836E

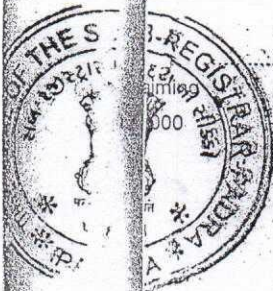
71



[Signature]



Executing Party
 admits execution



PDR		
3015	32	34
2016		

27/12/16 2:38:51 pm Version:1.1.2016.17


1 Sinde Ashok Sahebrao
A/57, Madhukunj Society, Vasna Gam. Vadodara.



2 Mam Ashok Shilvath
Flat No. : 1439, Sec.C, PKT-1, Vasant Kunj, New Delhi.



State that they personally known
above named executant and
Indetifies him/them.

1. 
2. _____

Date 27 Month December - 2016



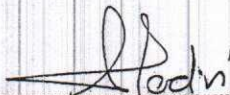
S R Tadvil
Sub Registrar
S.R.O - PADARA



Produced Form No.1
for finalise the
Marketvalue.

Date : 27/12/2016





S R Tadvil
Sub Registrar
S.R.O - PADARA

TRUE COPY

HEENA P. SHAIKH
ADVOCATE & NOTARY
B-2/204, Sukh Sheetal CHS Ltd.,
Opp. Lawkim Co., G.B. Road,
Thane-400 607.



PDR		
3015	33	34
2016		

7/12/16 2:39:34 pm Version:1.1.2016.17

Verified PAN No/GIR No as per
Income Tax Rules 1962.

Executant No. ✓

Claimant No. ✓

Conformer No.

Date : 27/12/2016

(S R Tadv)

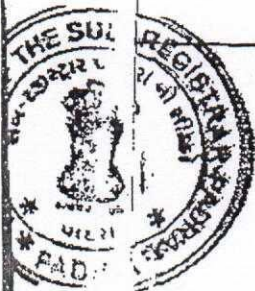
Sub Registrar
S.R.O - PADARA

Received Copies of Certified Evidence of Seller, Buyer and
Identifiers of Document

Date 27/12/2016

(S R Tadv)

Sub Registrar
S.R.O - PADARA



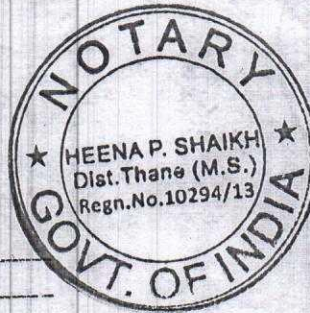
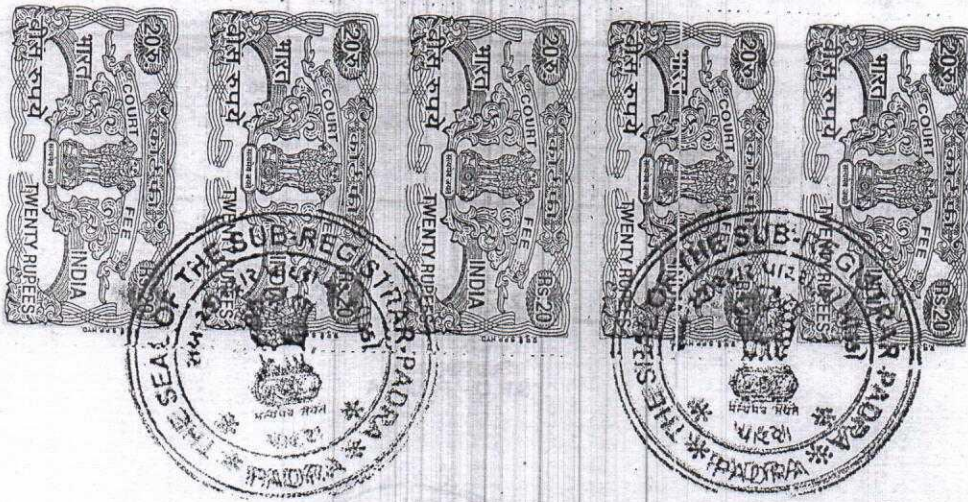
નોંધણી સર નિરસકથી ગુ.સ.ગોધીનગર ના તા. ૨૨/૦૫/૨૦૧૬ ના
પરિપત્ર ક્રમકે: ઈજર/વહ/૩૪૭/૨૦૧૪/૧૩૦૦૧ થી ૧૩૦૧૪
મુજબ લખી આપનાર ન
ને દસ્તાવેજોની વિગતે સમજુત કર્યા અને ઓળખાણ આપનારોએ તેઓની
ઓળખ ખાતરી આપના રજીસ્ટ્રેશન એક્ટ-૧૯૦૮ ની કલમ-૩૪,૩૫,૫૮ અને ૫૯
હેનાની કાર્યવાહી પુરી કરી.



S R Tadv

"સબ રજીસ્ટ્રાર"

S.R.O - PADARA



નકલ કરનાર : _____
નકલ વાંચનાર : _____
મુકબલ કરનાર : _____
ખરી નકલ : _____
સબ રજીસ્ટ્રાર, પાદરા.

અરજી નંબર : 3634-2095
દાખલ કર્યા તા. : 30-12-2015
નિકાલ કર્યા તા. : _____
સબ રજીસ્ટ્રાર, પાદરા.



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(SR Tadvi)
Sub Registrar
S.R.O - PADARA

