

9,85,600  
SUPERINTENDENT  
OF STAMP  
GUJARAT STATE  
GANDHINAGAR

भारत 29006 SPAdh राजराज  
174056 PB 0018  
R.0985600 130803  
INDIA STAMP DUTY GUJARAT

Rs nine lac eighty five -  
- thousands six hundred only

Asstt. Suptd. of Stamp  
Gujarat State, Ahmedabad

Serial No. 2913

Presented at the Office of  
the Palanpur  
between the hours of 2  
and 3 this 14<sup>th</sup> day of August  
2003

Received Fees Rs. Ps.  
Registration Fee 132075/-  
Copying Fee 210/-  
(Side 21 )

Postage Fee

TOTAL FEE Rs. 132285/-

FOR IHSEDU AGROCHEM PVT. LTD.

Director / Authorised Sign.

(Mulraj G. Udeshi - Director)

Sub-Registrar,  
Palanpur.

for Rs. 88,00,000/-  
neg. 1479207/-  
22/9/03  
copy made.

PLP	
-	1
2913	22
2003	

Engr.  
श्री. डा. अमीन  
सज रजिस्ट्रार, पालनपुर

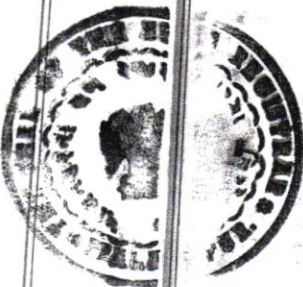
### DEED OF CONVEYANCE

For the sale of land and building of castor Seeds Processing Unit at village Jagana, Taluka Palanpur, District Banaskantha, survey no. 667 Paiki, admeasuring 7 acres and 34 gunthas for a consideration of Rs.88,00,000/- (Rupees Eighty eight lakhs only).

11211

PLP	
-	2
2993	22
2003	

THIS INDENTURE made at Palanpur/  
this 14<sup>th</sup> day of  
August-03 between **Gujarat Agro Industries Corporation Ltd.**, a company duly incorporated under the <sup>PAN NO. AAACG 5620R</sup> Indian Companies Act of 1956 and registered with the Registrar of Companies, Gujarat at Ahmedabad under serial No. 1582 on 9-5-1969 and having its registered office at Khet Udyog Bhawan, Opposite Old High Court, Navrangpura, Ahmedabad 280 009, India, through its authorised director/ person/secretary, Shri J.R.Dave, hereinafter referred as "THE VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the One Part and **Ihsedu Agrochem Private Limited**, a company duly incorporated <sup>PAN NO. AAAC 17321K</sup> under the Indian Companies Act I 1956 and registered with the Registrar of Companies, Maharashtra at Mumbai under serial No. 11-124048 on 4<sup>th</sup> February, 2000 and having its registered office at Akhandanand, 38 Marol Cooperative Industrial Estate, Off M.V. Road, Sakinaka, Andheri (East), Mumbai 400 059, India, hereinafter called "THE PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the Other part.



①



11311

PLP	
-	3
2913	22
2003	

AND WHEREAS the Vendor under and by virtue of order passed by the Government of Gujarat, Revenue Department, being order No. Land 2/Vashi/1530 to 1535 dated 27-2-84 and by virtue of order No. Land 2/Vashi/2407 dated 30-6-87 passed by the Collector, Palanpur was duly allotted the property being survey No. 667 Paiki, admeasuring 7 acres and 34 gunthas, situate at mouje Jagana, Taluka Palanpur, District Banaskantha, more particularly described in the Schedule of Property hereunder written. And pursuant to the same whereas the Vendor has developed the said premises by constructing super structure thereon to the tune of 4952.99 Sq.mtrs. and is seized and possessed or otherwise well and sufficiently entitled to the said property and has been running a castor seeds processing unit thereon and the Vendor has utilised the said premises for its beneficial enjoyment all the right, title and interest of whatsoever nature in the said immovable property, more particularly described in the property Schedule hereunder written free from all encumbrances.

AND WHEREAS pursuant to the permission of the government of Gujarat vide permission dated 7/12/1999 bearing no. AIC.1099.2198.K-5 issued through the Ministry of Agriculture, Government of Gujarat and pursuant to which the

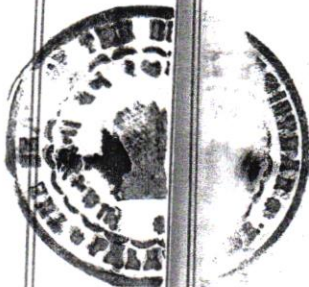


11411

PLP	
-	4
29B	22
2003	

Vendor has invited offers for disposal of Properties of the Vendor interalia including the property described in the Schedule here under written by way of public advertisement in various newspapers on 13<sup>th</sup> and 14<sup>th</sup> May, 2002 AND WHEREAS interalia the Purchaser had submitted its offer for the purchase of Castor seeds processing unit at Jagana on "as is where is" basis including the Purchaser's revised offer dated 9-9-2002 whereas pursuant to the necessary procedure the offer of the Purchaser had been accepted to purchase the unit on and whereas the Purchaser has made a payment in advance of part purchase consideration of Rs. 50,00,000/- (Rupees fifty lakhs only) vide cheque no. 959006 drawn on Central Bank of India, Lal Darwaja Branch, Ahmedabad being banker's cheque which has been duly realised and whereas the Vendor vide its letter dated 11-9-2002 has communicated the acceptance of the offer of the Purchaser along with terms and conditions stated therein and whereas according the Vendor herein has agreed to sell the property of the purchase consideration of Rs. 88,00,000/- (Rupees Eighty eight lakhs only) being the value of land and building.

AND WHEREAS the Purchaser has now requested the Vendor to execute a deed of conveyance of the said property



20

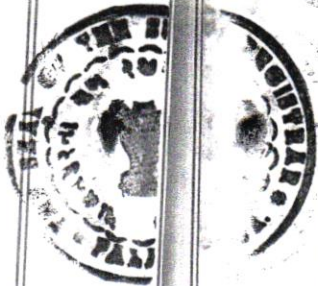


11511

PLP	
-	Σ
293	22
2003	

being these presents which the Vendor has agreed to do so in the manner hereinafter appearing

1. NOW THIS INDENTURE WITNESSETH THAT in consideration of the premises contained hereinabove and in consideration of the sum of Rs. 88,00,000/- (Rupees Eighty eight lakhs only) paid by the purchaser to the Vendor as appended hereinbelow in the Memo of consideration on or before execution of these presents (the receipt of the said sum of Rs. 88,00,000/- (Rupees Eighty eight lakhs only), the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge and the said Purchaser). The Vendor doth hereby grant, sell, assign, release, convey and assure unto the said Purchaser forever the said property as also their all right, title and interest in the said property together with full right and absolute authority as owner and occupier of the property. TO HAVE AND HOLD ALL and singular the said property hereby granted conveyed and assured forever with the right to continue to use, occupy and enjoy the same as owner subject to payment of rates, taxes, assessments, dues, duties, administration charges now



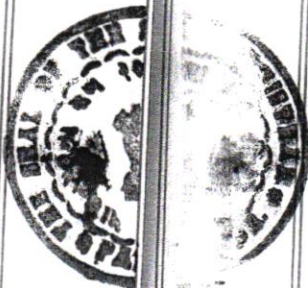
*[Handwritten signature]*



11/6/11

PLP	
-	6
2913	22
2003	

chargeable upon the same of hereafter to become payable to the State of Gujarat or any other public body in respect there of including the Panchayat, Nagarpalika / Municipality and the Vendor do hereby for them selves and their heirs, executors, administrators and assigns covenants with the Purchaser that not with standing any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from through, under or in trust for either of them made, done, committed, omitted or knowingly or willingly suffered to the contrary. The Vendor have good right, full power to grant, release, convey, assign and assure the said premises hereby granted, released, conveyed and assured or intended or expressed to be unto and to the use of the said Purchaser in the manner aforesaid 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 granted with their appurtenance, and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its successors in business and assigns lawfully



②



11711

PLP	
-	7
2913	22
2003	

or equitably claiming or to claim by, from, under or in trust for him and that it is hereby specifically declared that the Purchase undertake to observe, perform and obey all the rules, regulations, etc. NOTWITHSTANDING anything contained hereinabove above, it is hereby declared that the Vendor have transferred, conveyed and assured unto the Purchaser the said property and to have and hold the same subject to such covenants, obligations, conditions, provisions, stipulations as may have been prescribed by the said Authority from time to time.

2. THE VENDOR Covenant with the Purchaser herein that the Vendor shall and will from time to time hereafter at the request of and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyance and assurance in law whatsoever for better, further and the more perfectly and absolutely granting the said property and every part thereof granted in to and to the use of the Purchaser in the manner aforesaid, their heirs, executors, and/or assigns and their counsel in law.
3. THE VENDOR hereby declares that all the taxes, cesses, charges and other outgoing payable to the Panchayat/

11811

PLP	
2913	8
2003	

Nagarpalika/ Municipality and the Gujarat Electricity Board and payable by the Vendor as agreed have been paid in full upto date by the Vendor and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor either to the authority concerned and the same henceforth shall be paid by the Purchaser to the said authorities, etc.

4. THE VENDOR hereby declares that the Vendor had not raised loan either through it self or through any other party in any capacity including as a guarantor from any financial institution and/or bank and thus the Vendor has not to pay any loan installment, interest and other charges in relation thereto.
5. The Vendor hereby declares that the property is being sold to the Purchaser pursuant to the necessary permission being granted by the State of Gujarat and pursuant to the permission being granted by the Collector to sell the immovable property as is narrated hereinabove and this transaction has been duly ratified by the Board of Directors/ Sale Committee constituted by the Vendor and the offer of the Vendor has been accepted as per the terms and conditions interalia on "as is where is" basis and the

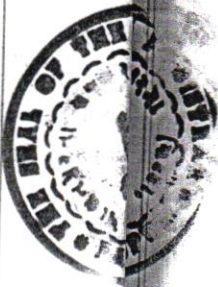


11/9/11

PLP	
-	9
2913	22
2093	

Vendor has thus entitled to the property described in the Schedule hereunder written.

6. The Vendor declares that Vendor has not received any notice under the land acquisition or requisition Act, The Bombay Provincial Municipal Corporation Act, the Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act or any other Statutory Enactment or other public body or authority and especially under the Urban Land (Ceiling and Regulation) Act, 1976 for requisition or acquisition of the said property.
7. The Vendor declares that no suit or any court or revenue proceedings are pending against the Vendor in respect of the said property and no attachment before or after judgment are levied on the said property and the Vendor has not created any lien thereon.
8. The Vendor declares that the said property has been duly developed and built up and is not/was not within the restrictive purview of the now repealed Urban Land (Ceiling and Regulation) Act 1976. Also, since the Vendor is Government of Gujarat undertaking and since







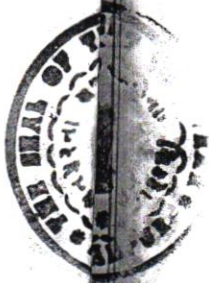
11/10/11

PLP	
-	10
2913	22
2003	

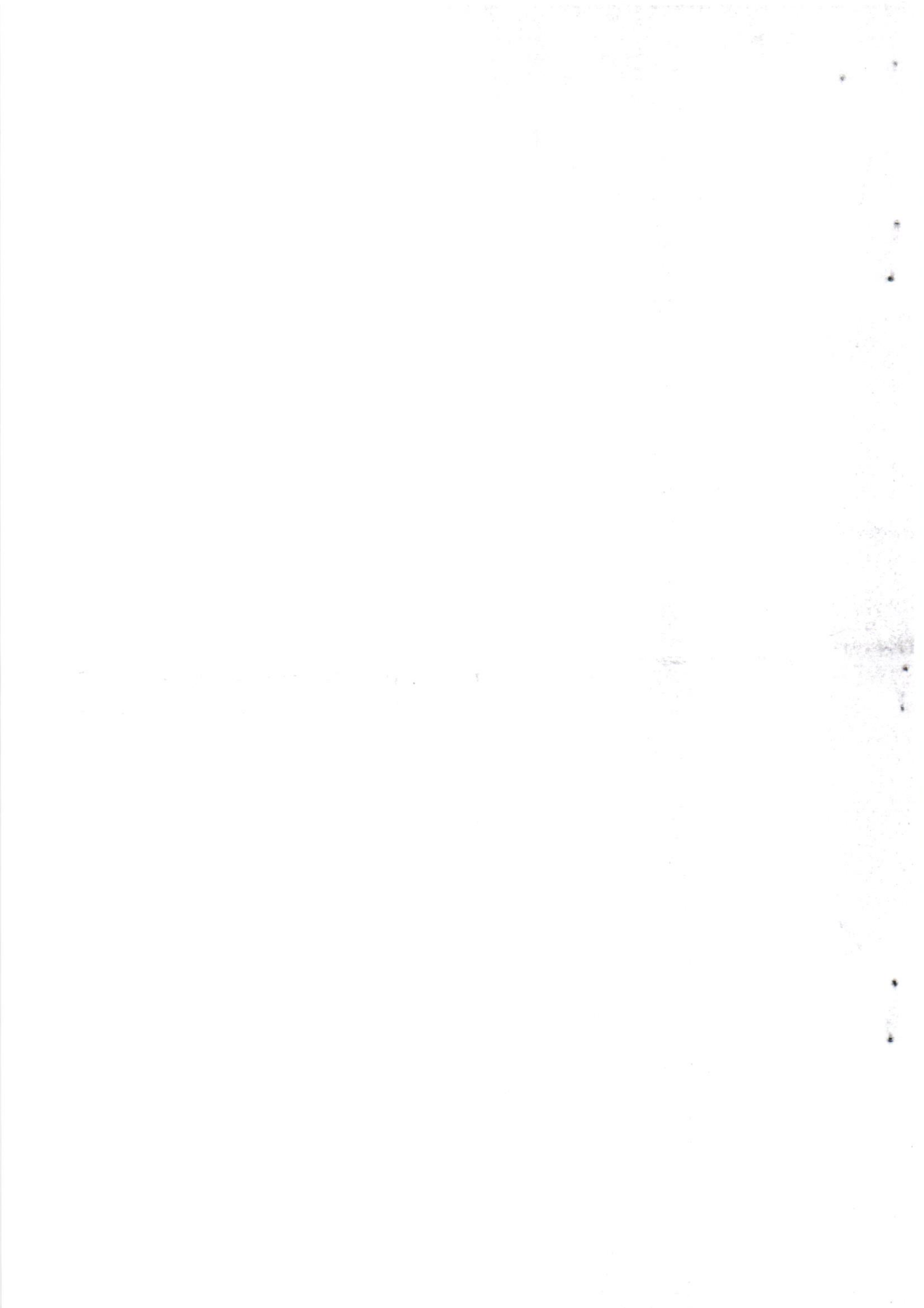
the Government of Gujarat has permitted to sell the property and necessary permissions required have been duly obtained and hence no permission is required to be obtained under any other Act or Rules for the time being in force and applicable to the said property for its alienation in any manner of whatsoever nature.

9. That the Vendor declares that the said property is in undisturbed, actual and physical possession and ownership of the Vendor and the same or part thereof is not in possession of any person, body or authority either as tenant or otherwise and the same is not sold, mortgaged, charged or dealt with in any manner whatsoever by the Vendor.
10. That the Vendor has handed over actual physical possession and vacant possession of the said property to the purchaser on 31<sup>st</sup> March 2003.

The Vendor declares that the Vendor had possessed certain original orders/ original title deeds and documents being



Q





//11//

PLP	
-	11
2913	22
2003	

- (1) Order of Banaskantha Collector Land 2/Vashi/1530 to 1535 dt. 27-2-84 for land Survey No. 667 admesuring 4 acre and 38 gunthas.
- (2) Order of Banaskantha Collector Land 2/Vashi/2407 dt.30-6-87 for land Survey No. 667 admeasuring 2 acre and 36 gunthas.

And beside the same, the Vendor do not possess any other documents and the Vendor has not dealt with the same in any manner whatsoever nature in order to crate any charge or encumbrances on the said property.

11. The Vendor had approached Collector-Banaskantha for granting permission for disposal of 7 Acre 34 Gunthas (31,769 sq.mts.) of the land at survey no. 667.

Collector-Banaskantha vide his order no. JAMIN/2/VASHI/18705 dated 2<sup>nd</sup> June, 2003 directed that the value of the land is Rs.200/sq.mt. and so the total value of the land works out to be Rs.63,53,800/-. From this amount original amount paid by the Vendor should be deducted and from the balance difference, 75% should be deposited as premium which works out to Rs.45,39,729/-.



//12//

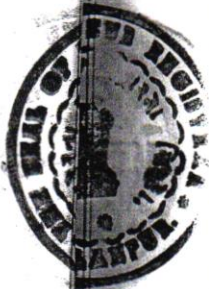
PLP	
-	12
2913	22
2003	

The Vendor deposited the same amount through SBI-Palanpur on 15<sup>th</sup> May, 2003.

The Collector-Palanpur, therefore granted permission to dispose off the same land on the following terms and conditions :

- 1) If the land is sold at a price in excess of Rs.200/sq.mt. than Vendor shall deposit 75% of the difference of amount towards premium with the Government.
- 2) The Purchaser shall get the title on the said land on new tenure basis and without prior permission, shall not be able to sell, lease, transfer, gift or dispose off the said land in any manner.
- 3) The land shall be used fully for industrial purpose and not for any other purpose.
- 4) The other terms and conditions as per the order dated 27<sup>th</sup> February, 1984 and 30<sup>th</sup> June, 1987 shall be binding to the purchaser.
- 5) The order of the collector is annexed to this date.

11(a) Since the vendor has obtained the permission from the Collector to sell the land as referred to above and hence







//13//

PLP	
-	13
2913	22
2003	

also paid the premium based on the current market rate as decided by the Government of Gujarat while approving the sale. The Vendor hereby gives an assurance to the Purchaser that it shall give full co-operation to get the conditions no.2 and 4 under which the tenure of the land has been described as New, restricted and impartible, in the said order of the Collector, be deleted, inter-alia, by making appropriate representation to the Government of Gujarat and shall make every effort to secure clear and marketable title on Old Tenure basis over the land in favour of the purchaser.

12. That the Vendor besides the actual physical possession and vacant possession of the said property have handed over the said orders/ title deeds/ documents namely

(a) Order of Banaskantha Collector Land 2/Vashi/1530 to 1535 dt. 27-2-84 for land Survey No. 667 admeasuring 4 acre and 38 gunthas.

(b) Order of Banaskantha Collector Land 2/Vashi/2407 dt.30-6-87 for land Survey No. 667 admeasuring 2 acre and 36 gunthas.





//14//

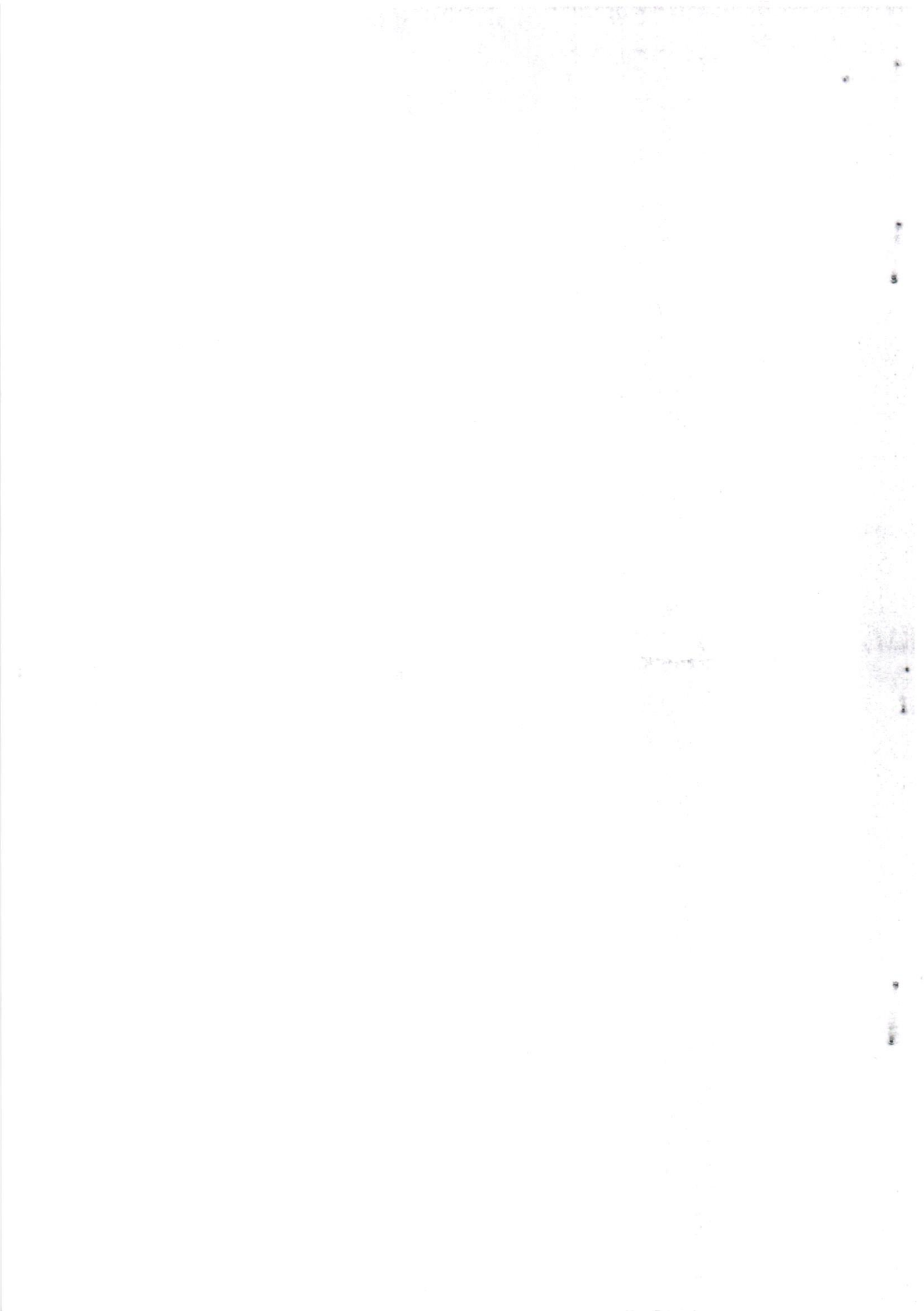
PLP	
-	15
2913	22
2003	

- (c) Original copy of village form No. 6, 7/12 and 8A with promogation entry.
- (d) Copy of GAICL board resolution No. 223/3 dt.22-2-2003 for sale of Castorseed processing Unit at Jagana, Ta. Palanpur, Dist. Banaskantha.
- (e) Copy of GAICL board resolution No. 223/7.... Dt. 5th March. 2003. for execution of sale deed of Castorseed processing Unit at Jagana, Ta. Palanpur, Dist. Banaskantha.
- (f) Order No. JAMIN/2/VASHI/18705 dated 2<sup>nd</sup> June, 2003.

To the purchaser.

13. The property in question has been duly valued through the approved Government agency GITCO which has decided the fair value of the said property and there is no likelihood of any additional stamp duty being levied. However, the Vendor hereby agrees and undertake to pay additional and/or deficit stamp duty if any and in the meantime the Vendor shall indemnify and get the Purchaser indemnified form all loses, damages, costs, charges, suit, claims, actions, judgment and expenses for whatever with the Purchaser may suffer, pay or incur for





11/15/11

FLP
- 11-15
2913-22
2003

non-receipt of the original registered Deed of Conveyance namely this present.

14. All the expenses such as stamp duty, registration fee, transfer fee, etc. and all other miscellaneous expenses in respect of the documents to be executed by the Vendor in favour of the Purchaser both present and future shall be borne by the Purchaser alone.
15. That the said property even though situated within the Revenue Village Limit of Jagana, Taluka Palanpur, Dist. Banaskantha but the same has not been covered or declared to be situated within the SCHEDULE/ NOTE/ LIST of "Disturbed Area" as mentioned in the Gujarat Prohibition of Tenants of Immovable Property and Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission there under is required to be obtained for sale/ transfer of property by the Vendor to the Purchaser.
16. IN WITNESS WHEREOF the parties hereto have executed these presents in the manner hereinafter appearing at the place on the day and year first



Q





//16//

PLP	
-	96
2913	22
2803	

hereinabove written. The vendor has authorized Mr. J.R. Dave, Secretary to execute the sale deed by passing Resolution in Board Meeting dtd 5th March, 2003

THE SCHEDULE OF PROPERTY ABOVE REFERED TO

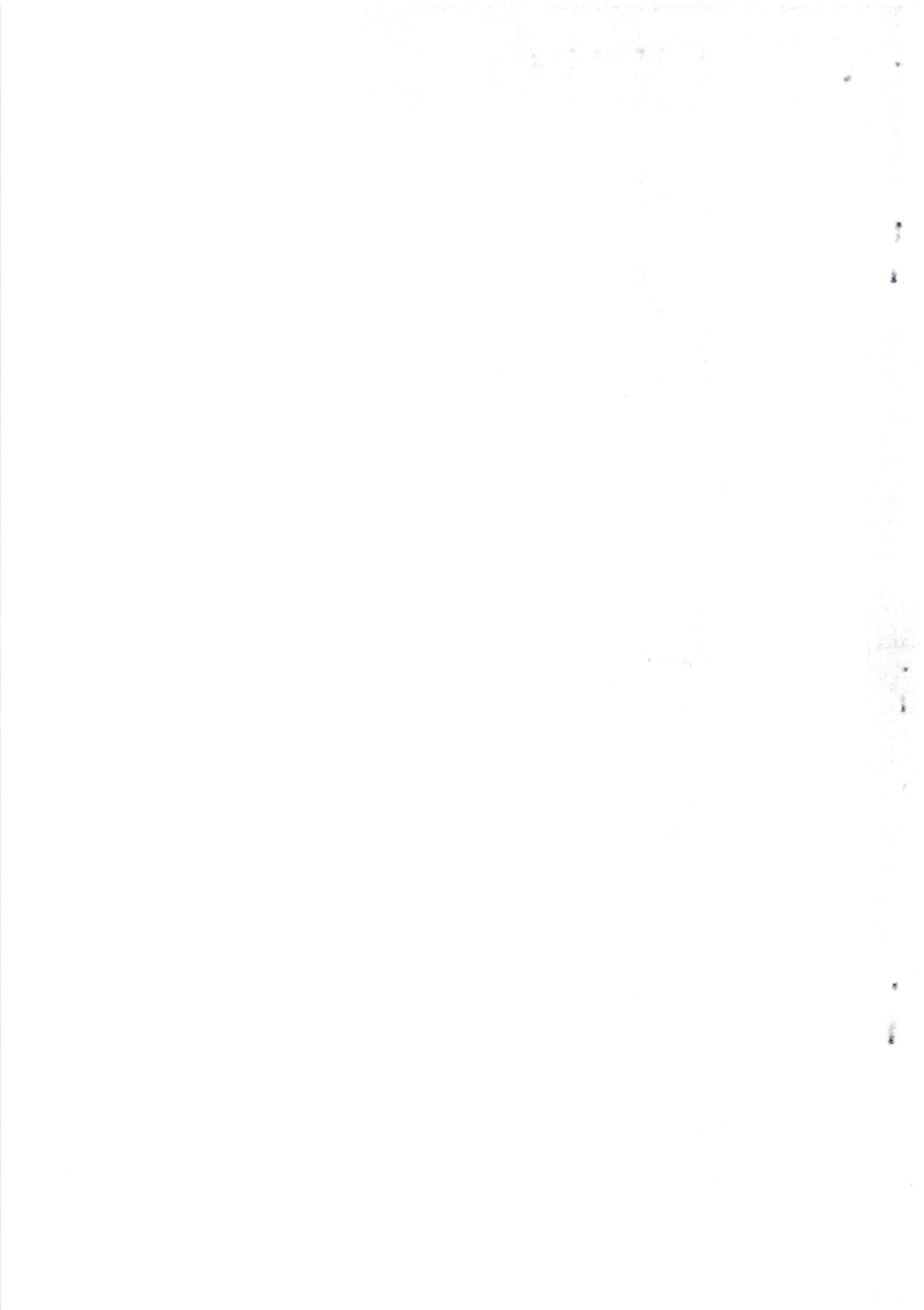
All that piece and parcel of Survey No. 667 paiki, admeasuring 7 acre and 34 gunthas equal to 31769 Sq. Mtrs. alongwith super structure there on to the tune of 4952.99 Sq.mtrs., situate, lying and being in district and sub-district Palanpur, Taluka Palanpur, Village Jagana and bounded in four directions as follows:

1. **In the East** : State High-way No. 41.
2. **In the West** : Survey No. 240
3. **In the North** : Road to Bhagal Village
4. **In the South** : Survey No. 238 & 239

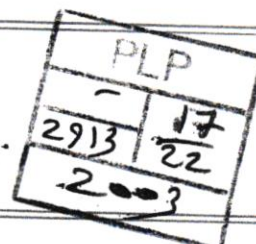
MEMO OF CONSIDERATION

- (A) Rs. 50,00,000/- (Rupees fifty lakhs only) paid by the Purchaser to the Vendor hereunder has advanced prior to execution and registration of





//17//



these presents vide banker's  
cheque No. 959006 drawn on  
Central Bank of India, Lal  
Darwaja Branch, Ahmedabad.

(B) Rs. 38,00,000/- (Rupees Thirty eight lakhs)  
being balance money paid by  
the purchaser to the Vendor by  
the demand drafts drawn on  
Central Bank of India, Lal  
Darwaja Branch, Ahmedabad.


Total Rs. 88,00,000/- (Rupees Eighty eight lakhs  
only)

For, Gujarat Agro Industries Corporation Ltd.  
FOR, GUJARAT AGRO-IND. CORPN. LTD.

  
Secretary



Authorized Signatory/Secretary  
has signed and applied seal in presence of

1.   
(R.D. Dave)
2. Ramesh A Patel





4

**GUJARAT AGRO INDUSTRIES CORPORATION LTD.**  
(A Government Enterprise)

REGD. OFFICE :  
KHET UDYOG BHAVAN,  
OPP. OLD HIGH COURT,  
NAVRANGPURA,  
AHMEDABAD - 380 014.  
(INDIA)

Phone : 7544741-42  
7540254  
7543743  
Gram : KHETUDYOG  
Fax : 079-7542518  
E-mail : gaicltddad1.sanchar.net.in

EXTRACT OF THE MINUTES OF THE 223<sup>RD</sup> MEETING OF THE  
BOARD OF DIRECTORS OF THE CORPORATION HELD ON 5<sup>TH</sup>  
MARCH, 2003 AT 3.00 P.M. AT THE COMMITTEE ROOM  
OF AGRICULTURE & CO-OPERATION DEPARTMENT, 2<sup>ND</sup>  
FLOOR, BLOCK NO. 5, SACHIVALAYA, GANDHINAGAR

**Item No.223/7 :** Sale of the Units / properties – action taken and  
utilization of proceeds.

Jagana :

Board was apprised that in case of Jagana, the highest party had quoted Rs.1.37 crores at the time of submitting his tender. The Committee had held negotiations with the highest party during which the party increased his offer from Rs.1.37 crores to Rs.1,40,51,000/-. The value as per GITCO valuation is Rs.140.50 lacs. On our request, party had also made down payment of Rs.50.00 lacs as against 25% of the offer amount as per the tender terms. The approval of the Government (Revenue Department) is awaited, on receipt of which the balance amount shall be paid by the party.

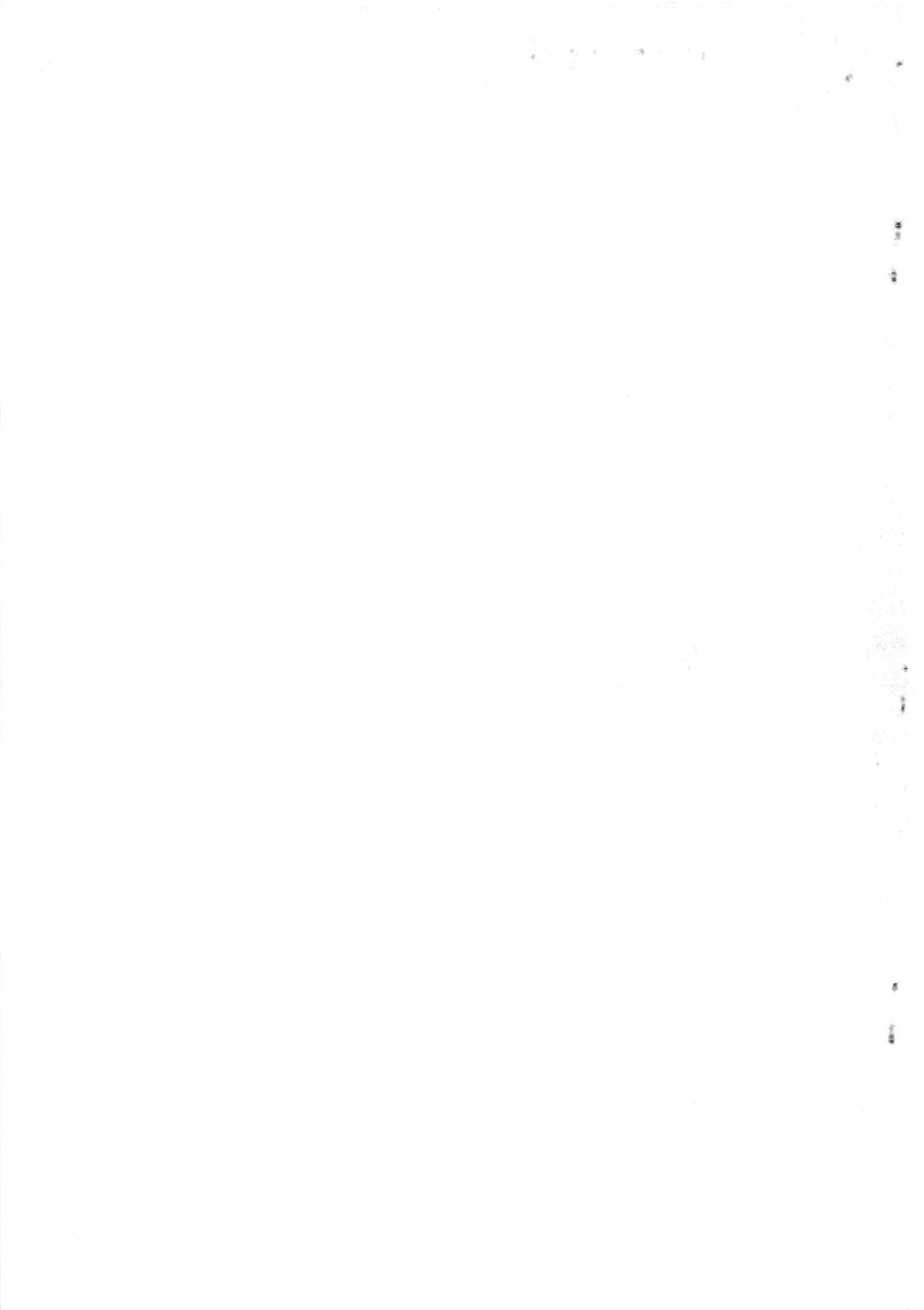
Shri Sunil Sud, IAS, Principal Secretary, Agriculture & Co-operation Department and Chairman of the Corporation observed that if the party is ready and willing to pay the full sale consideration, why then the possession of the property should not be handed over to the party on receipt of full sales consideration.

Managing Director stated that the Government resolution for allotment of land for Jagana clearly stipulates that prior permission of Collector should be obtained before transfer of the said land in any manner either by way of sale, lease or mortgage or otherwise.

PLP	
-	18
2913	22
2403	

*SKA*  
Sub-Registrar  
Palanpur.





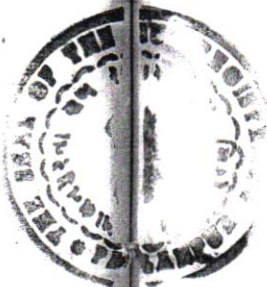
PLP	
-	19
2913	22
2003	


: 2 :

Board decided that after all the formalities are over, possession be handed over and sale deed be executed for land and building as well as for plant and machinery for which Shri J. R. Dave, Secretary is authorised and empowered.

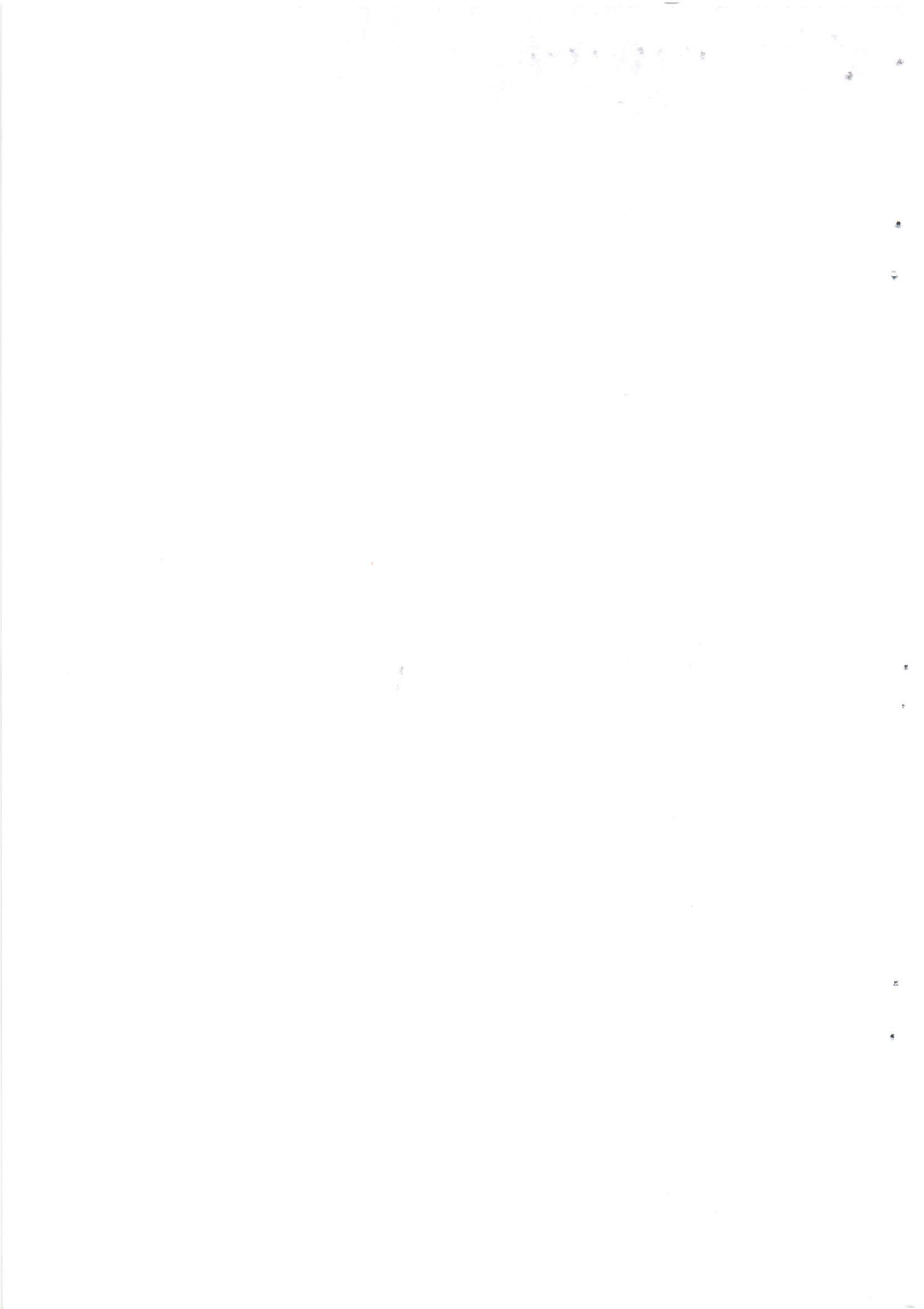
CERTIFIED TRUE COPY:

  
(J.R. DAVE)  
Secretary.



  
Sub-Registrar  
Palanpur.





PLP	
-	20
2913	22
2003	

shri J. R. Dave.  
 Secretary  
 Gajraj Agro Industries  
 Corporation Ltd.  
 Ination - Adult. Service.  
 Resi. Amaluvud.

Executing party admits  
 Execution.

(J. R. DAVE)

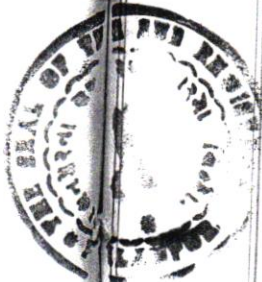
1. Piyush Dwurkeprushad Dave.  
 Service. Resi. Palampur  
 State Bank Society
2. Patel Ramesh Ambushumpur  
 Advocate Resi. Surubhu  
 Society Palampur

They state that the personally  
 know the above executant and  
 identify him.

Ramesh  
 (Padave)

Ramesh A Patel  
 Dt. 14th August-2003

SKA  
 Sub-Registrar  
 Palampur.





PLP	
-	21
2913	22
2003	

Pending for under section  
32(c) of Bombay Stamp Act.  
Date 14.8.03.



SKA  
Sub. Registrar  
Palampur.

મે. ગામજી કોલેજ યાદ, સં. કુ. નં.  
પાલખડેવના યજ્ઞ સંસ્કૃત/કા.ક.  
૫૦૨/૧૧૨૧/૦૩ ના. ૨૦/૮/૦૩  
જાણવા મુજબ સરકારે લેખ સંસ્કૃત  
ના. ૩૦/૮/૦૩ ના જાણવા મુજબ  
મુજબ ૩૨(ક) ની મુજબ મળતાં ના. ૨૦/૮/૦૩  
જાણવા મુજબ ના. ૨૨/૮/૦૩ ના રજી  
કાર્યવાહી થઈ.

SKA  
સી. કા. અમીન  
સબ રજીસ્ટ્રાર, પાલખડેવ

૧ નંબરની મુજબ  
૨૮૧૩ નંબર મુજબ  
ના. ૨૦૨ માટે ૨૨/૮/૦૩



SKA ૨૨/૮/૦૩  
સી. કા. અમીન  
સબ રજીસ્ટ્રાર, પાલખડેવ

PLP	
-	22
2913	<u>22</u>
2003	

જા. રહેણા | ૪.૩૨(૩) | ૫૨૨ | ૧૧૫૫ | ૦૩

ક્રમાંક : સ્ટેમ્પ/  
નાયબ કલેક્ટર, સ્ટેમ્પ ડ્યુટી મુલ્યાંકનની  
કચેરી, ઠે : ૧૧-૧૨, કોહીનુર બોલ્ડીંગ,  
પ્રથમ માળા, ગેસ ઓફીસની સામે,  
કુંદિયાવાડી, પાલનપુર. (જી : બ. કાં.)  
તારીખ : ૨૦-૮-૨૦૦૭

୨୩,  
 ଅନନ୍ତପୁର,  
 ପାଳଫୁଲ

વિષય:- દ.નં. ૨૬૧૩ તા. ૧૪/૧૦/૦૩ ના રીજી  
સ્ટ્રી વપરેલે ટેક્સાશિયન એન્ડેરો કાર્યવાહી  
વધા માટે.

સંદર્ભ:- ૯) ગ્રામપંચના પ્રક્રિયા સૂચી ૩૨(જી)

୧୧୧୩-୧୬ ନା. ୧୩/୧୧୦୩

② ବଜ୍ରାବଳୀର ନାମ ୧୫୫  
ନା. ୧୧୮୮୦୩

② સરકારીનો ના. ૩૦/૧૫  
નો ઇલાખ.

[illegible]

સરકારશ્રીના ના. ૩૦/૧૦/૧૯ ના કસ્ટોમર ગ્રેગરારી  
આદેશ પ્રમાણે લેખાં સરકાર લેખ ૩-૩૨(૩) ને પણ  
બજાજી ન લેઈ, આગામીની યથાવિરોધ કાર્યવાહી  
કરવા આગ્રહી જણાવવામાં આવે છે. *MM*

20/10/03  
नाथन कलेक्टर,  
स्टेम्प ड्युटी, पालनपुर.

ખિડાણિઃ ૧) દવ. ૨૫૧૩/૦૩ (બાસત્રમો)