

NP

ORIGINAL

1187/67

2-4-2002





Affixed Spl. Adhesive
stamp work of . 02

Rs. 157000
Date: 30/3/07

Sub Treasury Officer,
Dadra & Nagar Haveli,

For M/S. SHREE VINAYAK POLYMERS LTD.

U.S. troops are

Received fees for.....	
Registration.....	38270
Copying (folios).....	17
Copying endorsements.....	8
Filing Fees.	5
Postage.....	3

Total 39303

SR. No. 1187/07
Presented at the office of the
Sub-Registrar of Dadra & Nagar Haveli Silvassa Between the
Hours of 13.10.2007 to 14.10.2007
on 02.04.2007

"DEED OF ASSIGNMENT"

2 APR 2007

2 APR 2007, Dadra & Nagar Haveli, SILVASSA

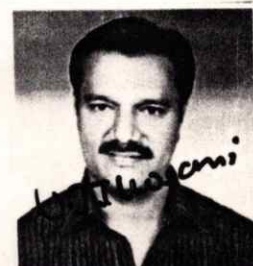
THIS DEED OF ASSIGNMENT is made and entered into on this 1st day of April, 2007 at Village Silvassa of Union Territory of Dadra and Nagar Haveli.

Sub-Registral,
Sadra & Nagar Haveli,
SILVASSA.

BETWEEN



Bill P. Joshi



M/s. NOBLE POLYMERS, a Partnership Concern, having its principal place of Business and Office at Survey No. 110/2/6 of Village Amli of the Union Territory of Dadra and Nagar Haveli, hereinafter called as the "ASSIGNOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors and assignees) of ONE PART.

AND

M/s. NOBLE POLYMERS PROPRIETORY CONCERN OF SHREE T.N.B. POLYMERS LIMITED, having its principal place of Business and Office at Survey No. 132/1/1/4 of Village Athal of the Union Territory of Dadra and Nagar Haveli, hereinafter called as the "ASSIGNEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its proprietor, executors, administrators, successors and assignees) of SECOND PART.

WHEREAS the Assignor was carrying on business under the name and style of M/S. NOBLE POLYMERS, a partnership concern as per the Partnership Deed executed on 31/03/2007.

AND WHEREAS the above said Partnership Firm M/s. NOBLE POLYMERS, has been dissolved on 01/04/2007 and as per the said deed the Assignee M/s. NOBLE POLYMERS PROPRIETORY CONCERN OF SHREE T.N.B. POLYMERS LIMITED, of village Athal of the Union Territory of Dadra and Nagar Haveli became absolute owner and possessor of the Industrial Unit and its Business and its properties.

AND WHEREAS the Assignee has requested to the Assignor to execute the Deed of Assignment in favour of the Assignee for the Industrial Unit, Land, Building, Galas and its business and properties transferred on the name of Assignee. The Assignor has agreed for the same.

U.J. Thosani



AND WHEREAS the Assignor has agreed to assign and transfer and hand over the above said Land, Building, Galas, Industrial unit, Business and Properties with business of the Assignor with all licenses, permissions and No Objection Certificates, Deposits, etc. with all rights and title and interest of the said business and industrial unit alongwith the plant and machinery and the N.A. Land of Survey No. 110/2/6 admeasuring 1041 Sq. Meters of village Amli and Gala No. 5,6, & 7 of Anand Industrial Estate, admeasuring aggregating to 2536 Sq. Feets constructed on N.A. Land of Survey No. 110/2/8 & 9 of Village Amli of the Union Territory of Dadra and Nagar Haveli from the Assignor more particularly described in schedule hereunder written to the Assignee at the total price consideration of Rs. 1,57,00,000/- (Rupees One Crore Fifty Seven Lacs Only) i.e. Rs. 6.25000 /- for the Land, Rs. 12.25.400.00 for the Building, Rs. 7.00.000 /- for the Industrial Galas and Rs. 1.31.49.600 /- for the other Assets net of Liabilities of the Business as on 31/03/2007.

AND WHEREAS the Assignor has represented to the Assignee that the Assignor is running the above said Industrial Unit and business as per the permissions and licenses and No objection certificates etc granted by the prescribed authority under the law. The Assignor has not committed any breach of any of the terms and conditions thereof and the Assignor is entitled to assign/transfer the abovesaid Land, Building, Galas, Industrial unit, Business and Properties with all permissions and licences and No objection certificates etc in favour of the Assignee as per the prevailing rules, and title of the above said property is clear, marketable and free from all encumbrances and reasonable doubts except the charge created in favour of the Bank of Baroda, Silvassa Branch of the Union Territory of Dadra and Nagar Haveli.

AND WHEREAS the Assignee has issued the Shares for the total amount of Rs. 1,57,00,000/- (Rupees One Crore Fifty Seven Lacs Only) to the partners of the Assignor before execution of this Deed and the said Assignor do hereby acknowledge receipt for the same to the Assignee. The details thereof are mentioned in the RECEIPT hereunder written.

UJ Tussani

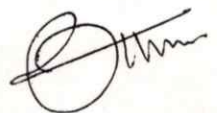


NOW THIS INDENTURE WITNESSTH THAT in pursuance of said agreement, the Partners of the Assignor has received the total Shares for the total amount of Rs. 1,57,00,000/- (Rupees One Crore Fifty Seven Lacs Only) from the Assignee before the execution of these presents being the full price consideration of the above said Land, Building, Galas, Industrial unit, Business and Properties and plant and machinery with all NOCs, licenses and permissions alongwith all right, title and interest connected with the said Industry, Industrial unit, business and plant and machinery.

The Assignor does hereby admit and acknowledge the receipt of the said Shares. The details of the payment are more particularly described in the Receipt hereunder written. The Assignor hereby forever quit, release and discharge the Assignee.

The Assignor do hereby grants, assigns, release, convey and assure unto the Assignee forever all the above said properties with all rights, title and interest connected with the above said properties in favour of the Assignee with all licenses, permissions and No Objection Certificates, the deeds, documents, writings, vouchers and other evidences of title, rights and interest relating to the above said properties and Industrial unit in possession of the Assignor and all the estate, right, title, interest, claim and demand whatsoever at law and equity of the Assignor into out of or upon the abovesaid properties, or any part thereof to have and to hold the said properties and described in the schedule hereunder written and all singular and other hereby assigned or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefits of the Assignee under the subject to the covenants and conditions prescribed in the licenses, permissions and No objection certificates etc. The Assignee shall observe and perform accordingly and also subject to pay all taxes rents, rates, duties now chargeable upon the business and industrial unit and properties which may hereinafter become payable in respect thereof to the Administration of the Union Territory of Dadra and Nagar Haveli or any other Government, Semi-Government/ Public Body/Panchayat/Municipality etc. in respect thereof.

VJ 7/10/2017



AND THE SAID ASSIGNOR COVENANT with the said Assignee that not withstanding any act, deed, matter or things whatsoever by the Assignor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary.

The Assignor has in good right, full power and absolute authority to grant, convey, assign and assure above said Land, Building, Galas, Industrial unit, Business and Properties hereby granted, conveyed or assured or intended so to do unto and to the use of the said Assignee in the manner aforesaid and that it shall be lawful for the Assignee from time and at all times hereinafter peaceably and quietly to hold, enter, upon, have, occupy, possess and enjoy the above said industry, business and Industrial Gala/unit hereby granted with their appurtenances and pay the rents, issues and profits thereof and or every part thereof to and for its use and every part thereof to and for its use and benefit, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Assignor/or his successors or any of them from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estate, title, charges and encumbrances whatsoever either already or to be hereafter had, made executed, occasioned or suffered by the Assignor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them.

AND THIS INDENTURE WITNESSETH FURTHER:

1. The Assignor and all persons having or lawfully or equitably claiming and estate, right, title or interest at law or in the said Land, Building, Galas, Industrial unit, Business and Properties, premises hereby granted or any part thereof by, from, under or in trust for them the Assignor their executors or administrators or successors and of them shall and

U J. 7 403 an?

A handwritten signature in dark ink, appearing to be "D. Hume". The signature is written in a cursive style with a large initial "D" and a horizontal stroke extending from it.

Objections Certificates etc on the name of Assignee as per law for the above said business and the industrial unit.

4. The Assignor has agreed for the continuation for the use of the name of the M/S. NOBLE POLYMERS by the Assignee for their industry and business and premises. The Assignor shall not object the use of the said name M/S. NOBLE POLYMERS by the Assignee hereinafter in any circumstances.
5. The Assignor has handed over the possession of the above said Land, Building, Galas, Industrial unit, Business and Properties to the Assignee on 1/4/2007.
6. The Assignee shall be responsible for all the liabilities of the above said Land, Building, Galas, Industrial unit, Business and Properties from the date of commencement of the above said unit.
7. The Assignor has handed over all the licences permission and No Objection Certificate and other relevant documents to the Assignee.
8. The Assignor has agreed to execute necessary deeds for in favour of the Assignee for clearance of the title of the above said properties sold, assigned and transferred to the Assignee.
9. There is no case or litigation is pending against the Land, Building, Galas, Industrial unit, Business and Properties against the Assignor in any Court and offices.
10. The Assignor has given all consents to the Assignee to use all licenses and permissions to run the industrial unit and also assured to the Assignee to give necessary consents to transfer the said licences, permissions and NOCs in favour of the Assignee if required under the law.

U J Thosani

[Signature]

11. The Assignee shall be entitled to obtain the deposit amount paid by the Assignor for the industry and business purpose.
13. The Assignor and the Assignee have shown the account of the Industry and Business as on 31/03/2007 and the parties have accepted the same and the Assignee has started the activities of industries and business under the name and style of M/s. NOBLE POLYMERS PROPRIETORY CONCERN OF SHREE T.N.B. POLYMERS LIMITED.

The Proper Stamp Duty of Rs. 1,57,000 /- for the Registration purpose is affixed on this deed and paid by the Assignee.

SCHEDULE OF THE PROPERTIES SOLD/ASSIGNED/ TRANSFERRED IN FAVOUR OF THE ASSIGNEE BY THE ASSIGNOR :-

The existing Industrial unit and business known as NOBLE POLYMERS presently carrying on in the N.A. land of Survey No. 110/2/6 admeasuring 1041 Sq. Meters of village Amli and Gala No. 5, 6 & 7 of Anand Industrial Estate, admeasuring aggregating to 2536 Sq. Feets constructed on the N.A. Land of Survey No. 110/2/8 & 9 of Village Amli of the Union Territory of Dadra and Nagar Haveli with plant and machinery and all licences, permission and NOCs to carry out the industrial activity and business under the name and style of M/s. NOBLE POLYMERS PROPRIETORY CONCERN OF SHREE T.N.B. POLYMERS LIMITED.

U.J. 7405 ani



IN WITNESS WHEREOF the Assignor and the Assignee have hereunto set and subscribed their hand and seals of the day and the year first hereinabove written.

Signed & Delivered by the Within

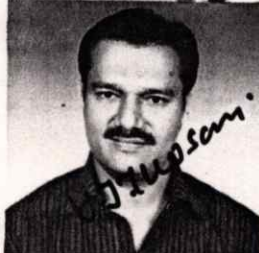
named ASSIGNOR
M/S. NOBLE POLYMERS
thorough its Partner

(1) Dilip Pranlal Joshi



(Dilip Pranlal Joshi)

(2) Rohit N. Yagnik



(Rohit N. Yagnik)

(3) Vijay Jaysukhlal Thosani



Vijay Jaysukhlal Thosani)

(4) Vilashben Dilipbhai Joshi



Vilashben Dilipbhai Joshi)

(5) Babubhai K. Rudani



(Babubhai K. Rudani)

(6) Binaben Vijay Thosani



(Binaben Vijay Thosani)

(7) Hemanshubhai H. Mehta



(Hemanshubhai H. Mehta)

(8) Harnish N. Zatakiya



(Harnish N. Zatakiya)

(9) Atulbhai H. Mehta



(Atulbhai H. Mehta)

(10) Jay Jayantailal Teraiya



(Jay Jayantailal Teraiya)

(11) Brijmohan Maheshwari

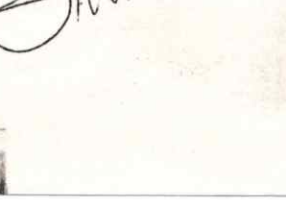
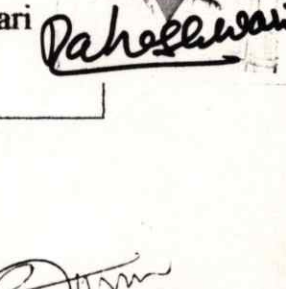
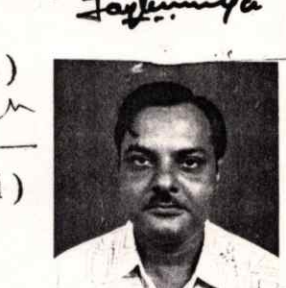
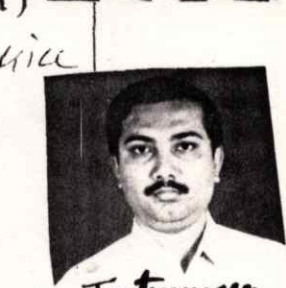


(Brijmohan Maheshwari)

(12) Nandkishor B. Maheshwari



(Nandkishor B. Maheshwari)

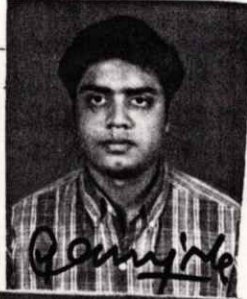


N.J. Thosani



Signature

(13) Rajesh B. Maheshwari



(Rajesh B. Maheshwari)

(14) Narendra B. Maheshwari



Narendra B. Maheshwari

(15) Harshaben Rohit Yagnik



(Harshaben Rohit Yagnik)

(16) Reeta D. Raura



(Reeta D. Raura)

(17) Narayan K. Gilani



(Narayan K. Gilani)

(18) Hetal D. Tank



(Hetal D. Tank)

(19) Pranav M. Mehta



(Pranav M. Mehta)

(20) SHREE T.N.B. POLYMERS

LIMITED through its Director

In Presence of

1) D. Tank (DIPAK BHAI TANK)2) R. Antala (RAJESH P. ANTALA)

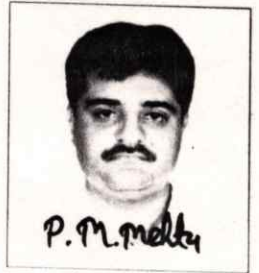
Rajesh B. Maheshwari



Narendra B. Maheshwari



Harshaben Rohit Yagnik



Reeta D. Raura

U. J. Joshi

Director of
SHREE T.N.B. POLYMERS
LIMITED

"ASSIGNOR"

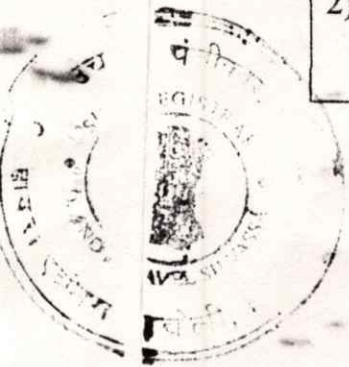


Signed & Delivered by the Within
 named ASSIGNEE M/S. NOBLE
 POLYMERS PROPRIETORY
 CONCERN OF SHREE
 T.N.B. POLYMERS LIMITED.
 Through its Director

In Presence of

- 1) Dipakbhai Tanik (DIPAKBHAJ TANIK)
 2) Rajesh Pantala (RAJESH P. PANTALA)

(V J Tusani)
 DIRECTOR OF
 M/S. NOBLE POLYMERS
 PROPRIETORY CONCERN
 OF SHREE T.N.B. POLYMERS
 LIMITED.
" ASSIGNEE "



V J Tusani

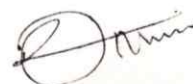
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"RECEIPT"

RECEIVED the following amount/Shares of Total Rs. 1,57,00,000/- (Rupees One Crore Fifty Seven Lacs Only) in favour of the partners of M/s. NOBLE POLYMERS (A partnership firm) of village Athal of the Union Territory of Dadra and Nagar Haveli from M/s. NOBLE POLYMERS PROPRIETORY CONCERN OF SHREE T.N.B. POLYMERS LIMITED of Athal of the Union Territory of Dadra and Nagar Haveli, for the full and final price consideration amount. The details as per below:-

Sr. No.	Names	Amount (Rs.)	No. of Shares
1.	SHRI DILIPBHAI PRANLAL JOSHI	1727000	172700
2.	SHRI ROHIT N. YAGNIK	942000	94200
3.	SHRI VIJAY JAYSUKHLAL THOSANI	1570000	157000
4.	SMT. VILASHBEN DILIP JOSHI	942000	94200
5.	SHRI BABUBHAI K. RUDANI	942000	94200
6.	SMT. BINABEN VIJAY THOSANI	942000	94200
7.	SHRI HEMANSHUBHAI H. MEHTA	314000	31400
8.	SHRI HARNISH N. ZATAKIYA	549500	54950
9.	SHRI ATULBHAI H. MEHTA	314000	31400
10.	SHRI JAYJAYANTILAL TERAIA	392500	39250
11.	SHRI BRIJMOHAN MEHASWARI	1570000	157000
12.	SHRI NANDKISHOR B. MAHESHWARI	314000	31400
13.	SHRI RAJESH B. MAHESHWARI	314000	31400

U J Thosani



14.	SHRI NARENDRA B. MAHESHWARI	314000	31400
15.	SMT. HARSHABEN ROHIT YAGNIK	628000	62800
16.	SMT. REETA D. RAURA	1570000	157000
17.	SHRI NARAYAN K. GILANI	785000	78500
18.	SMT. HETAL D. TANK	785000	78500
19.	SHRI PRANAV M. MEHTA	785000	78500

WE SAY RECEIVED.

(Dilip Pranlal Joshi)

(Rohit N. Yagnik)

(Vijay Jaysukhlal Thosani)

(Vilashben Dilipbhai Joshi)

(Babubhai K. Rudani)

(Binaben Vijay Thosani)

(Hemanshubhai H. Mehta)

Harnish N. Zatakiya

(Harnish N. Zatakiya)

(Atulbhai H. Mehta)

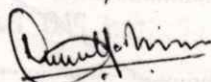
(Jay Jayantailal Teraiya)

(Brijmohan Maheshwari)

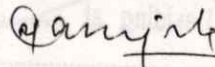
V. J. Thosani



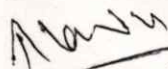
(Signature)



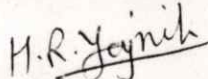
(Nandkishor B. Maheshwari)



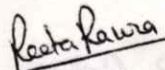
(Rajesh B. Maheshwari)



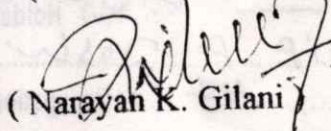
(Narendra B. Maheshwari)



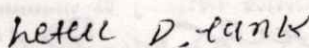
(Harshaben Rohit Yagnik)



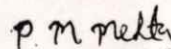
(Reeta D. Raura)



(Narayan K. Gilani)



(Hetal D. Tank)



(Pranav M. Mehta)

Director of

SHREE T.N.B. POLYMERS LIMIED**"ASSIGNOR"**

Place : Silvassa

Union Territory of Dadra and Nagar Haveli.

Date : 01/04/2007.

U T W S A N I



Shri /Ms.....
Through its Director/Partner/ PAO Holder
Shri
Executing Party..... Years Occupation
Business/Service Residing at

[Signature]
U.J. Vasom

2 APR 2007

Vendor:-

Shri /Ms. Noble Polymers
Through its Director/Partner/ PAO Holder
Shri Dilip P. Joshi
Executing Party..... 48 Years Occupation
Business/Service Residing at Silvassa D.N.H.

the Executant (S) admit execution

For NOBLE POLYMERS

[Signature]
Partner

2 APR 2007

[Signature]
Sub-Registrar,
Dadra & Nagar Haveli
SILVASSA

Shri /Ms. Shree TNB Polymers Ltd.
Through its Director/Partner/ PAO Holder
Shri Vijay T. Thosani
Executing Party..... 46 Years Occupation
Business/Service Residing at Silvassa D.N.H.

the Executant (S) admit execution

For M/S. SHREE TNB POLYMERS LTD.

[Signature]
Director



2 APR 2007

[Signature]
Sub-Registrar,
Dadra & Nagar Haveli
SILVASSA

Shri Rajesh P. Antale,
age about 30 years, occupation
Service residing at
Silvassa, and known to the
Sub-Registrar State that the Personally
known the above executor (S) and
Identify him/them.

[Signature]
Sub-Registrar,
Dadra & Nagar Haveli
SILVASSA

2 APR 2007

[Signature]

Rajesh P. Antale,
B-4/19 - Yogidashay
Ind. Silvassa

- 16 -

Registered No. 101
Volume 1 of Book No. 1
Date: 12/12/2007

Attn.



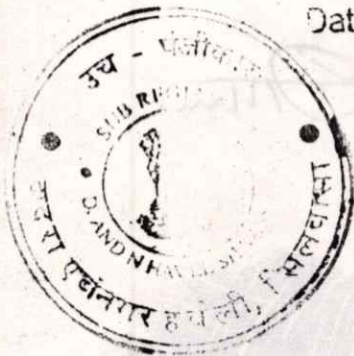
U. J. Wasani



Attn.
Registrar,
Kailasasa Haveli,
KAILASASA

2 APR 2007

Registered No. 1072
at page 361 to
Volume F of Book No. 80
Date: 02/03/2007



[Signature]
Sub-Registrar,
Vadra & Nagar Havell,
SILVASSA.

Total pages from 1 to 17
The original document is
produced to Shri/Vs *Vijay Thosani*
with original Registration
date on 2 APR 2007

[Signature]
Sub-Registrar,
Vadra & Nagar Havell,
SILVASSA.

