भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ગુજરાત गुजरात GUJARAT 23 MAR 2010 P 268261

નંબર : ૯૫૧૦[redacted]-૨૦૦

તારીખ : 23 MAR 2010

નામ : Shanti Innovo Chem (Guj) Pvt. Ltd.

સરનામું : Plot No.-2015, Phase III, GIDC, Vatva, A'bad.

દેવાંગકુમાર ચંપકલાલ શેઠ

લા.નં. એસ.બી.૩૨૪/૦૬, એસ.બી.૩૨૩/૦૬

અમદાવાદ એલીસબ્રીજના સણંદી

લેનારની સહી - Shanti Innovo Chem (Guj) Pvt Ltd. વતી ૨૧૦૬૨૧

TAKEOVER AGREEMENT

THIS TAKEOVER AGREEMENT is made at Ahmedabad on this 1st day of April, 2010, by and between:-

1. **A. Shri Manojkumar Patel**, and **B. Shri Avnishkumar Patel** both having Occupation: Business, Residing at: "Shantam", F-B 40/41, Sector- F B/H. Pankhil Bunglows Sterling City Village: Bopal, Dist: Ahmedabad, being partners of M/s. Shanti Industries **C. M/s. Shanti Industries** a partnership firm within the meaning of The Indian Partnership Act, 1932 and having its Unit-No. I located at 2015 Phase –III GIDC VATVA,

AHMEDABAD and Unit- No. II Located at, Block no. 598/A, Village; Piludra, Taluka; Jambusar, District; Bharuch, (hereinafter collectively or otherwise referred to as **"Vendor"** or **"the firm"** or **"the party of the first part"** which expression shall, wherever the context so required or permits, include them and their respective heirs, executors, administers and assigns) of the One part.

AND

2. **Shanti Inorgo Chem (Guj) Private Limited** a company incorporated under The Companies Act, 1956 and having its registered office at 2015 Phase –III GIDC VATVA, AHMEDABAD (hereinafter refereed to as **"the company"** or **"Acquirer"** or **"Purchaser"** or **"the party of the second part"** which expression shall wherever the context so requires or permits, include its successors and assigns) of the other part :

AND WHEREAS Shri Manojkumar Patel and Shri Avnishkumar Patel has been carrying on the business for manufacturing of Inorganic chemicals as partners, w.e.f. 1st April 2008, in the name and style of **M/s. SHANTI INDUSTRIES, which is having its business cum factory premises** at Unit No. I, located at 2015 Phase –III GIDC VATVA AHMEDABAD **and** Unit- II, located at Block no. 598/A Village Piludra Taluka Jambusar District Bharuch at in the state of Gujarat (hereinafter referred to as "the firm") is desirous **to sell and transfer** its on going business in the running condition on as is where is basis.

AND WHEREAS the company has agreed to acquire, purchase and take over the running business of the said firm **M/s. SHANTI INDUTRIES** with effect from 31st March, 2010 on a going concern basis.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Subject to the provisions herein contained, the vendors shall transfer and the company shall takeover on a going concern basis with effect from 1st day of April 2010, (hereinafter called the effective date) :

   a. all the Fixed Assets of the vendors comprising of movable and immovable assets (including machinery, equipments, computers, vehicles and other assets investment and other current assets and loans and advances of the firm viz. stock in trade, finished goods of chemicals and other related material stored for the business purpose of the company, account receivables, investments, deposits including security deposits, loans and advances and book debts together with the benefits and all securities for such debts.

   b. all cash on hand or in the banks held in connection with the said business on the date of transfer.

c. the full benefits of all contracts, approvals, statutory permissions, licenses including labor licenses, registration such as Service tax registration, Vat registration, Excise Registration, Central Sales Tax Registration etc., Connections like Electricity connections, Water connections, Drainage & ETP Connections, telephone connections, internet connections etc. and patents, trade marks and copy rights and other intangible assets, insurance policies of all kinds and nature as well as benefits of engagements and orders pending with the firm on the date of transfer, or to be awarded/given to the firm subsequent thereto in connection with the said business.

2. The company shall pay, satisfy, discharge and fulfill all the debts including secured loans from Bank Of India, Unsecured loans, current liabilities, obligations, contracts and engagements of the vendors incurred in relation to the said business (including income tax, firm's service tax liabilities, sales tax liabilities including VAT, customs liability, Excise Liability if any, of the firm so however that the company shall not be liable for the personal income tax liabilities or any other personal liabilities of the partners of the firm) as on the date of the transfer and shall indemnify and keep indemnified the vendors against all proceedings, claims, damages and costs, charges and expenses in respect thereto.

3. CONSIDERATION :

a. The consideration payable to the vendors shall be Rs.288.00 lacs (Rupees two crore eighty eight lacs only).

b. The net consideration as on 1st April, 2010 of Rs. 288.00 lacs as per clause 3 above shall be paid by the company by issuing 5,76,000 fully paid up equity shares of Rs. 10/- each of the Company at a premium of Rs. 40/- per share or otherwise as may be agreed upon in future by the parties to this agreement.

4. AND THAT IT IS FURTHER HEREBY EXPRESSLY AGREED AND DECLARED AS FOLLOWS :

a. If it is necessary under the law of the land to enter into a separate Conveyance deed/Sale Deed for the transfer of immovable property of the firm then the same shall be separately entered into as per the requirements in this regard. The consideration required to be disclosed with regard to aforesaid immovable property will be deemed to be forming part of the agreed consideration as per clause 3 of this agreement. It is also expressly agreed that any expenditure required to be incurred in this regard i.e. payment of stamp duty, legal expenses, registration expenses etc. shall be borne by the acquirer.

b. Any business whatsoever transacted by the firm from the effective date shall be deemed to have been transacted by the company.

c. All the books of accounts and other books, papers and documents of the vendors relating to the business of the firm shall, on completion of the transfer hereby agreed to be made, be delivered by vendor firm to the company and the company shall henceforth be entitled to the custody and use thereof for the purpose of carrying on the said business but the vendors shall have reasonable access to the said books, papers, documents etc. at the office of the company at reasonable times during business hours. The company agrees and undertakes to produce the said books, papers, documents before income tax, sales tax, wealth tax, service tax and any other authorities in connection with the proceedings in which the vendors or any of them may be concerned or interested or at the trial of any or other legal proceedings: and to keep the said books etc. safely preserved, unoblitereated and uncancelled for a minimum period of 10 years from the effective date.

d. The company shall take over all the employees, labour and staff of the vendors in connection with the said business with continuity of their services according to applicable laws and regulations.

e. The validity of this agreement shall not be impeached on the ground that the vendors or any one or more of them as promoters or otherwise stand in a fiduciary relation to the company and that the directors having accepted the office, do not constitute any independent Board.

f. The company shall bear and pay all costs incidental to this agreement and shall cause all necessary documents to be duly filed with the Registrar of Companies, Gujarat and all other concerned authority, wherever required under the applicable law of the land.

IN WITNESS WHEREOF, the parties of this agreement have set their hands and signatures and the company has caused its seal to be affixed in the presence of two of its directors, who have also set their respective hands and signatures on the day and year first hereinabove written.

Signed, Sealed and Delivered by within named parties:

The Common seal of **Shanti Inorgo Chem (Guj) Private Limited** was hereinto affixed pursuant to resolution passed at the meeting of board of directors of the Company held on 31-03-2010	A.M.Patel Shri Manojkumar Patel [Director](Through Power of Attornery Holder- Shri Avnishkumar Patel) A.M.Patel For, SHANTI INORGO CHEM (GUJ) PVT. LTD Shri Avnishkumar Patel [Director] Patel DIRECTOR
On behalf of the Partnership Firm **M/s. SHANTI INDUSTRIES**	A.M.Patel Shri Manojkumar Patel [Partner](Through Power of Attornery Holder- Shri Avnishkumar Patel) A.M.Patel For, Shanti Industries Shri Avnishkumar Patel [Partner] A.M.Patel Partner
Witness By:	Y.Shah Yogesh R. Shah R.S.Panchal Nitesh S. Panchal

A.M.Patel

BEFORE ME
H.M. PATEL
NOTARY
GOVT. OF GUJARAT

NOTARY
H. M. PATEL
AHMEDABAD
REGD NO.
909/08
GOVT. OF GUJARAT (INDIA)

3 JUN 2010