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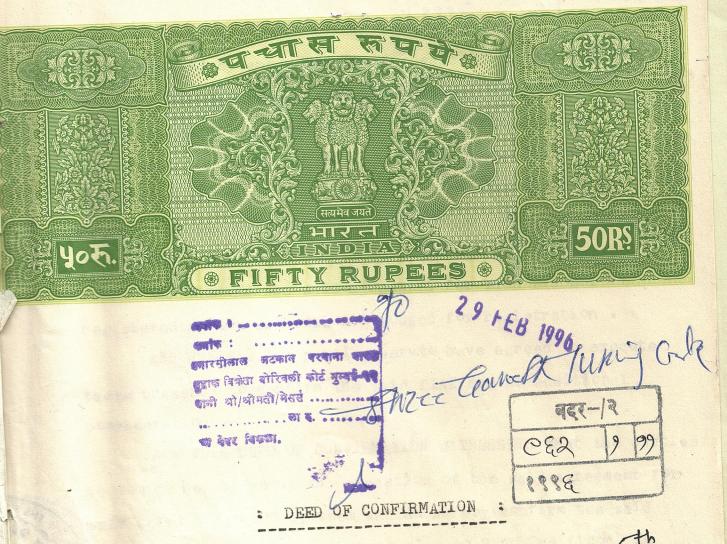
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THIS DEED OF CONFIRMATION made at Bombay, this day

of March, 1996 BETWEEN SHRI RAMANLAL MANILAL SHAH Indian
Inhabitant residing at flat no.3 Panchratna Bldg, Plot no.29-B
Jawahar Nagar, 2nd floor, Goregaon(W), Bombay.400 062 hereinafter

called "the VENDOR" (which expression shall unless it be
repugnant to the context meaning thereof mean and include
his heirs, executors administrators) of the ONE PART A N D

M/S.CHROMATOPAK ANALYTICAL INSTRUMENTATION (INDIA) PVT.LTD

a company formed and registered under the companies Act, 1956
having its registered office at 4 Panchratna Apartments, 29/B
Jawahar Nagar, Goregaon (W), Bombay.400 062 hereinafter called
"the PURCHASERS" (which expression shall unless it be repugnant
to the context or meaning thereof mean and include their heirs,
executors administrators and a strength of the PART:

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WHEREAS by and agreement for sale dated 30th day of January, 1995 made and entered into between the parties hereto the vendor agreed to sell to the purchasers and the purchasers agreed to purchase from the vendor for the consideration therein mentioned flat no.3 on 2nd floor, Panchratna Bldg, Plot no.29-B Jawahar Nagar, Goregaon (W), Bombay.400 062.

AND WHEREAS the said agreement for sale was not registered as the same was not lodged for registration .

AND WHEREAS the parties hereto have agreed to execute these presents to confirm the said flat for no additional consideration .

hereto do hereby admit the execution of the said agreement for sale dated 30-1-1995 by them and do hereby confirm the said agreement for sale in respect of flat no.3 on 2nd floor, in Panchratna Bldg, Plot no.29-B Jawahar Nagar, Goregaon (W), Bombay.400 062 on land more particularly described in the schedule hereunder written and which agreement for sale i annexed hereto and confirm that the said agreement for sale shall be binding on them and the same shall be of full force and effect.

THE SCHEDULE HEREINABOVE REFERRED TO :

Flat no.3 on 2nd floor, Panchratna Bldg, Plot no.29-B Jawahar Nagar, Goregaon(W), Bombay.400 062 on the plot of land bearing Plot no.29-B, C.T.S.No., Survey No.

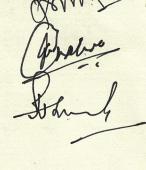
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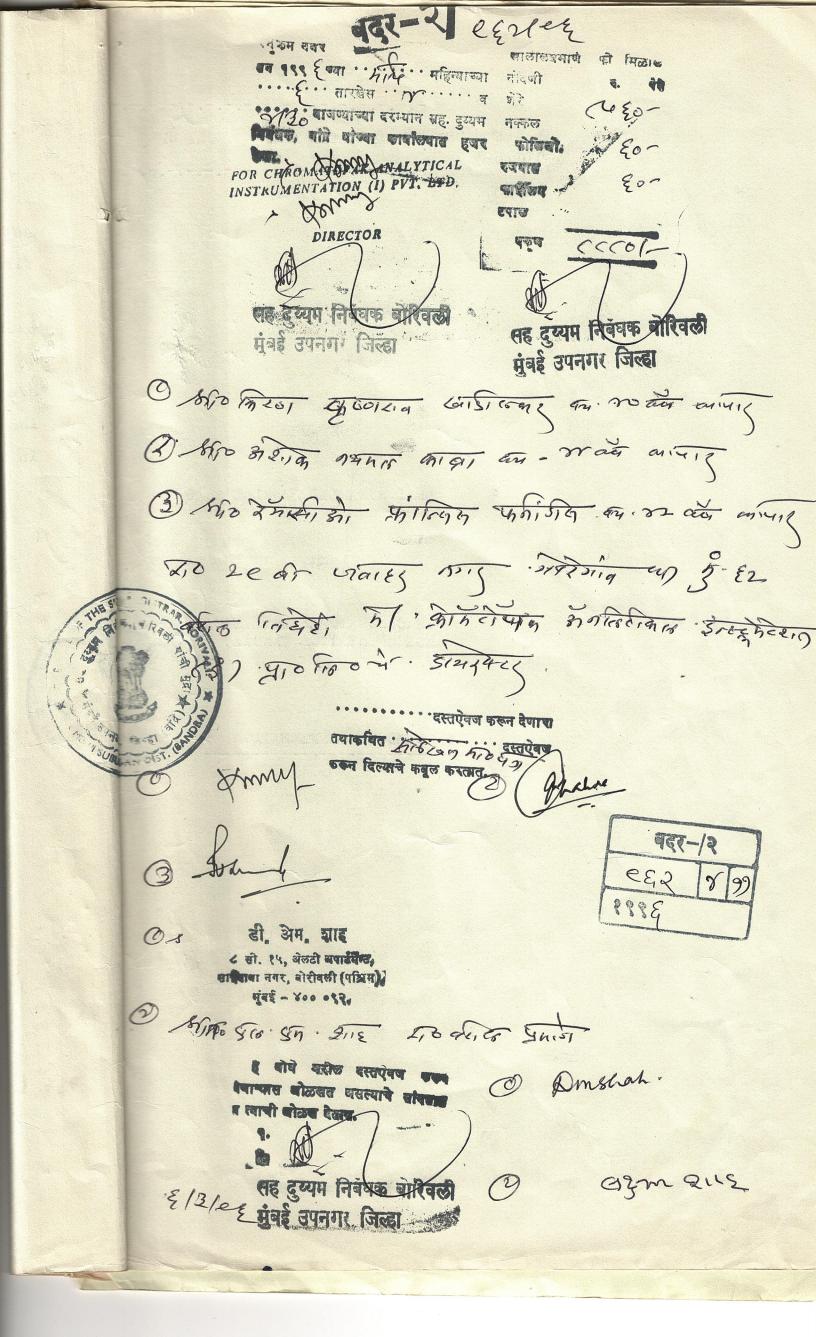
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written .

SIGNED AND DELIV	ERED)
by the withinnam	red)
M/S.CHROMATOPAK	ANALYTICAL)
INSTRUMENTATION	(INDIA)PVT.LTD)
in the presence	of	,)



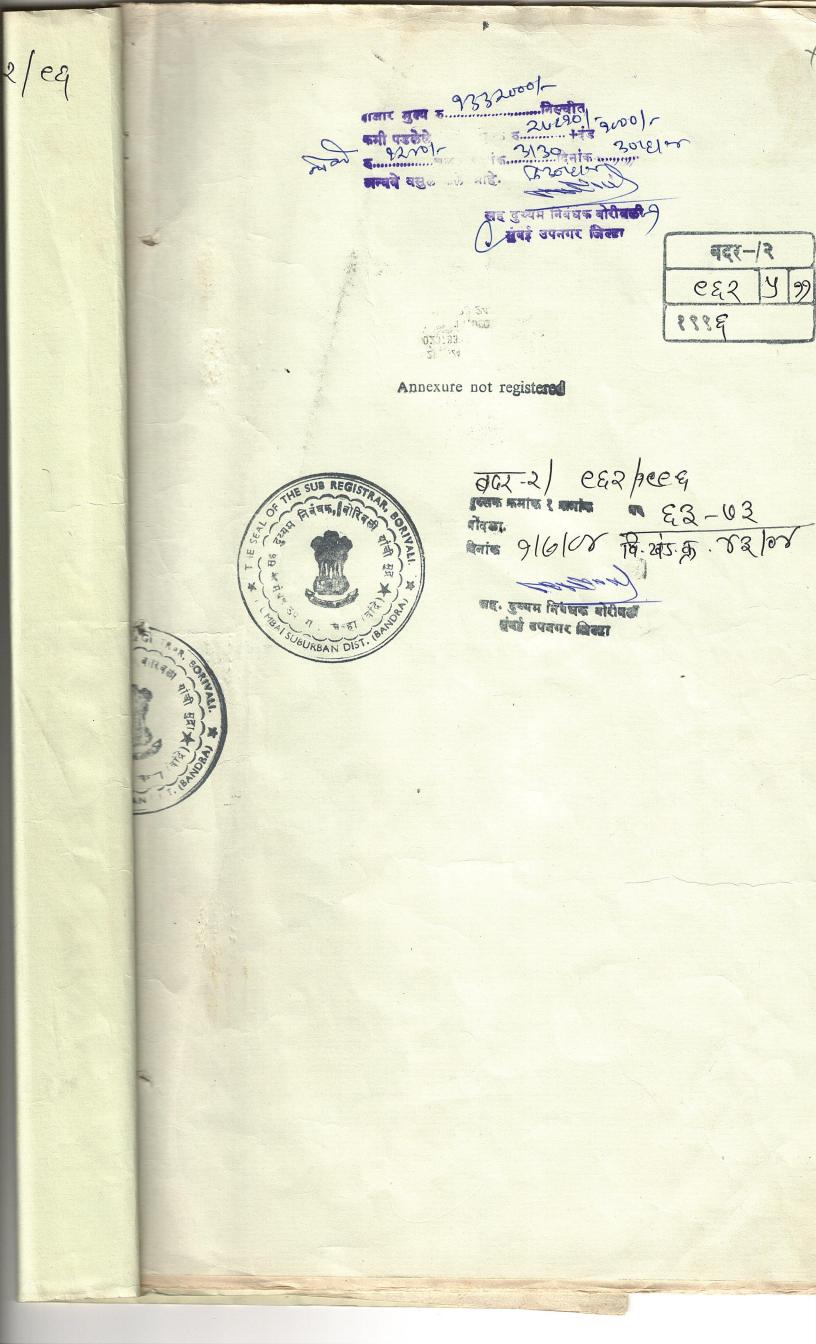




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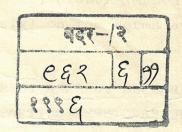
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Annexure not registered

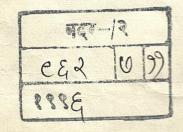


AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Bombay this 30th day of in the Christian Year One Thousand Nine
Hundred Ninety Five BETWEEN SHRI RAMANLAL MANILAL SHAH, Indian Inhabitant presently residing at flat No.3, Panchratna Building, Plot No. 29/B, Jawahar Nagar, 2nd Floor, Goregaon (West), Bombay-400 062, hereinafter referred to as "The Vendor" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART; AND M/S. CHROMATOPAK ANALYTICAL INSTRUMENTATION (INDIA) PVT.LTD., a company formed and registered under the companies Act, 1956, having its registered office at 4, Panchratna Appt. 29/B, Jawahar Nagar, Goregaon (West), Bombay-400062, hereinafter referred to as "The Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof include its administrators, successors and assignees) of the OTHER PART;

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WHEREAS :

1.

By an agreement for sale dated 1st day of October, 1974 made between M/S.SHREEPAL SERVICES CENTRE a registered Partnership firm therein referred to as the Vendor of the one part and the Vendor herein, therein referred to as the Purchaser of the other part, the vendor agreed to sal and the Purchaser agreed to purchase flat No.3, on the 2n floor of the building namely Panchratna admeasuring 600 s ft.carpet area situated on plot No.29/B, Jawahar Nagar, Goregaon (West), Bombay - 400 062 hereinafter referred to as "the said flat" for the consideration and on the terms and conditions therein contained.

2.

The Vendor along with the other flats/shops purchasers in the said building could not form a co-operative housing society as the total number of members were below the minimum number of persons who could form a registered co-operative housing society. However the Vendor along with the other Purchasers of flats and shops in the said building have formed an association and opened a bank

account with Vijaya Bank, Goregaon (west) Branch, in the joint names of Shri M.K.Jain and J.R.Shah for the purpose of collection of maintenance charges from the members and payment of the municipal taxes, water charges, salaries persons to sweeper, security/etc. and other outgoings of the said building.

- The Vendor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the said flat and has full right to sell the said flat.
- The Vendor hereby confirm and affirm that having a subsisting right and authority to do so, he has agreed to sell/transfer/assign all and singular his legal and beneficial rights, title, interest and benefits entirely unencumbered in the ownership, possession and occupation of the said flat in favour of the said purchaser free from all liens charges and claims of any kind whatsoever for a total sale consideration of Rs.8,76,000/-(Rupees. Eight Lakhs Seventy Six Thousand Only) on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

The Vendor hereby sells to the Purchaser and the Purchaser hereby purchases from the Vendor flat No.3, on the 2nd floor of the building namely Panchratna situated on plot No.29/B, Jawahar Nagar, Goregaon (West), Bombay - 400 062, free from all the encumbrances for a total consideration of Rs.8,76,000/-(Rupees. Eight Lakhs Seventy Six Thousand Only) to be paid by the Purchaser to the Vendor in the following manner:

- (i) Rs.1,00,000/- to be paid on or before the execution of these presents, the payment and receipt thereof the Vendor hereinafter admit and acknowledges:
- (ii) Rs.7,76,000/- to be paid at the time of the Vendor giving vacant and peaceful possession of the said flat to the purchaser.
- The Vendor shall give vacant and peaceful possession of the said flat to the Purchaser on or before 28th day of February 1995.
- The Society of the flats/shops owners have not been formed and therefore the builders M/s.Shreepal Services centre continue to be the legal owner of the said building and hence any transfer fees if payable to the said builders for the transfer of the said flat in the name of

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the Purchaser shall be paid by the Vendor alone. The Vendor shall sign and execute all the necessary papers as and when required for the effectual transfer of the said flat in the name of the Purchaser and/or their assignees. The Vendor shall obtain and give No Objection Certificate from M/s. Shreepal Services Centre to the Purchaser if required.

04, The vendor declares that :-

- (a) The title of the said flat hereby agreed to be sold is marketable and free from all encumbrances or charges.
- (b) The Vendor has paid all his dues till date pertaining to the said flat in respect of the taxes, outgoings and maintanance charges and further undertake to pay any dues of the said flat for the period upto the date of giving possession of the said flat and any dues pertaining to the period after the date of giving possession of the said flat shall be paid by the
- (c) The Vendor has not at any time done or knowingly suffered or been party or privy to any act deed, matter or thing whereby the vendor can be prevented from selling the said flat.
- (d) The Vendor has not sold or agreed to sell the said blant to any other person or persons other than the purchaser hereof nor he has received any earnest money deposit from any person or persons except the purchaser hereof.
- (e) That there is no litigation and or any adjudication by any competent court of law nor there is any order from any public body or authority prohibiting the Vendor from selling the said flat.
- (f) That he is solely and absolutely entitled to the said flat and no other person or persons has any right, title, interest and or benefit of any nature in the said flat or any part thereof. The Vendor shall keep the Purchaser indemnified from and against all acts, suits, claims demands, penaltion and other liabilities of any nature whatsoever made or suffered or incurred by the Purchaser in respect of the said flat.

5. The Vendor shall on the execution of these presents handover to the purchaser all the original documents pertaining, to the said flat.

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- That the Vendor doth hereby undertake to sign and execute all legally necessary papers in favour of the said purchaser or their assignees for enjoying peaceful and uninterrupted possession and occupation and undisputed use of the title to the said flat. It shall be the utmost endeavour of the Vendor to get the said flat transferred in the name of the purchaser.
- 7. The Purchaser shall pay any stamp-duty and the registration charges in respect of the said flat.
- The Purchaser alone shall be Tiab-le to pay and bear all charges/fees to be paid to the association/proposed society of the residents of the said building namely Panchratna, upon transfer of the said flat from the Vendor to the Purchaser.

The Vendor doth hereby confirm and covenant that any nomination in regard to the said flat if any made prior to this date in favour of any person or persons shall hereinafter be deemed to be null, void and inoperative and hereby cancelled.

That with a view to enable the said Purchaser to do all the acts, deeds necessary for getting the said flat transferred in their name and/or to the name of their assignees, the said Vendor doth hereby irrevocably nominate, constitute and appoint the Directors of the said purchaser company as to be his true and lawful Attorneys to act for and on his behalf to do all acts deeds and things of any nature whatsoever as herein contemplated or otherwise for the purpose of getting the said flat transferred in favour of and to the name of the said Purchaser or their assignees as fully and effectually as the said Vendor could do in his own proper person and the said Vendor doth hereby agree and undertake to ratify and confirm all whatsoever the said attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS THEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove mentioned.

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-Contd.-

SIGNED AND DELIVERED by the within named SHRI RAMANLAL MANILAL SHAH the Vendor the party of the One part in Phan the presence of :

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JIGNESH R. SHAH 29B, Jawahar Nagar, 2 Gozegaen (West), Bombay-400 G2

SIGNED, SEALED AND DELIVERED BY

- SHRI ASHOK N.KABRA (1)
- SHRI KIRAN K.KHADILKAR (2)
- SHRI REMACIO F. FERNANDES

Directors of CHROMATOPAK ANALYTICAL INSTRUMENTATION (INDIA) PVT. LIMITED.

The Purchaser, the party of the other part in terms of the resolution of the meeting of the Board of Directors on 23-1-95 , in the presence of

211 211 निर्माल गुलावनार्री 2/10 शाकित शामी यान्स अपे भी सम्ह Jean 17 ORDORO 916 RECEIPT

RECEIVED a sum of Rs.1,00,000/- (Rupees One Lakh Only) as per details given below from Chromatopak Analytical Instrumentation (India) Pvt.Ltd., towards the same consideration as mentioned hereinabove.

DATE	Cheque NO,	BANK	AMOUNT
25/01/95	662446	State Bank of India Goregaon (West) Branch BOMBAY.	1,00,000=00

WITNESS

JIGHESH R. SHAH SAB, Jawahar NOGOT, Jud FLOOK, Bombay 400 062.

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RAMANLAL MANILAL SHAH

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Panchratna Premis	CO-OPERAT	TIVE HOUSING SO	OCIETY LTD.
(Registered under the Ma	harashtra Co-operativ	ve Societies Act, 1960)	
Registration No. MV M WP GHL0 11			
This is to certify that Shri/Smt./M/ India Pvt. Ltd —		점점 경기 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18] 18 [18]	보기로 가장 한 경에 있는 것이 있는데 이번 경기 없었습니다. 이 사람이 되는 것 같습니다. 그는 것 같습니다. 그런 사람이 되는 것이 가입니다. 그런 사람이 없는 것이다.
of Rs. FIFTY each numbered from 071 Panchratna Premis			LTD.,
Subject to the Bye-laws of the said Society	haeiroritak nadawak D. M		
Give Under the Common Seal of the	said Society at	Mumbai	
this 26th day of Sept 20.	22		*
MUM/WP/ GNL/O/ 15976/ 20-21 Author M.C. Me	ised	Secretary Con	airman 60
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