

(वि. नि. नमुना क्र) (Fin R. Form, No. 1)

सर्वसा ११३ म ई
Gen 113 m.e.

COUNTER CODE

DATE:

RECEIPT NO.:

मूल प्रत
ORIGINAL COPY

(अहस्तातरणीय)
(NOT TRANSFERABLE)

ये का म (पच) १५८

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

दिनांक/Date

Received from
यांच्याकडून/

रु /Rs.

रुपये /Rupees

On account of

याकरिता मिळ

mode of Payment :

रोखपाल व लेखपाल
Cashier or Accountant

(सही/Signature)
(पदनाम/Designation)

पावती क.

₹ 310,000/-

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक 3103

क्रमांक 2-6-2000 2000

दस्तऐवजाचा प्रकार--

सादर करणाऱ्याचे नाव--

₹ 30,00,000/-

खालीलप्रमाणे फी मिळाली: **Celestic Pharma (India) Pvt. Ltd.**

नोंदणी फी
 नमुन्याकरी फी
 प्रमाणित नमुन्या (कलम ५७)
 इतर फी (सर्वात जास्त)
 शोध किंमत
 प्रमाणित नमुन्या (कलम ५७)
 इतर फी (सर्वात जास्त)

₹ 20,000
 ₹ 200
 ₹ 500
 ₹ 20,000

Director

र.	के.
20000	
200	
500	
20000	
एकूण 20800	

दस्तऐवज

नमुन्याकरी

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

नोंदणीकृत डाकेने पाठवण्यासाठी
दस्तावेज

मुंबई

सादरकर्ता

GENERAL STAMP
OFFICE
MUMBAI



INDIA

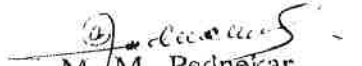
0 10000/-


281975

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MAHARASHTRA #

27 MAR 2000


M. M. Pednekar
Proper Officer: 27/3/2000
General Stamp Office Mumbai

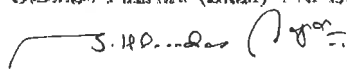
ARTICLES OF AGREEMENT made and entered into at Mumbai this 27th day 
of March in the Christian Year Two Thousand BETWEEN Messrs. GITANJALI
LASER HOUSE PVT. LTD., a Private Limited Company registered under the

For Gitanjali Laser House Pvt. Ltd.



Director

Colombo Pharmacia (India) Pvt. Ltd.



Director



Companies Act, 1956 and having its registered office at A1/355 Shah & Nahar Industrial Estate, Dhanraj Mill Compound, Lower Parel, Mumbai – 400 013. hereinafter called "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the One Part and M/s. GALENTIC PHARMA (INDIA) PVT LTD a Private Limited Company registered under the

- 2 -

For Gitanjali Laser House Pvt. Ltd.

Director

Galeptic Pharma (India) Pvt. Ltd.

Director

Companies Act, 1956 and having its registered office at 801 L, Building No. 6, Neelam Nagar, V. B. Phadke Road, Mulund (E), Mumbai – 400 081. hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the Other Part :

W H E R E A S :

- a) The Transferors are absolutely seized and possessed of or otherwise well and sufficiently entitled an Ownership Gala bearing No. 445 on the 4th floor of the building known as A-1 Building in the Shah & Nahar Industrial Estate at Dhanraj Mill Compound, Sitaram Jadhav Marg, Lower Parel, Mumbai – 400 013. and cadastral survey No. 159 of Lower Parel Division (herein after called as the "said premises"), along with ten fully paid up shares of Rs. 50/- each bearing Share Certificate No. 147 and Distinctive No. 1436 to 1445 (both inclusive) issued by Shah & Nahar Industrial Premises (A-1) CO.OP. Society Limited, a Society registered under the Maharashtra Co-operative Society Act, 1956, and bearing Registration No. BOM/W/G-S/GNL/(O)485/87-88 of 1987 (hereinafter called "the said society" and the "said Share Certificate") ; transfer of the said premises along with furniture and fixtures for the aggregate sum of Rs. 31,00,000/- (Rupees Thirty One Lacs Only) and upon terms and subject to the conditions appearing hereafter.
- b) The parties have desired that the terms, and conditions and stipulations regarding the said transfer of the said shares together with the right, title and interest to or in the said premises shall be recorded in agreement being these presents.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE AS UNDER :-

1. The Transferors have agreed to sell, transfer and assign unto the Transferee and the Transferee have agreed to purchase and acquire and take over and accept the transfer of the said 10 fully paid up shares of the face value of Rs. 50/- each issued by the said Society including the said

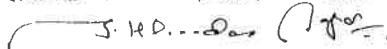
- 3 -

For Gitanjali Laser House Pvt. Ltd.



Director

Gitanjali Fibronics (India) Pvt. Ltd.



Director

premises along with furniture and fixtures and all rights title and interest of the Transferors incidental to membership of the Transferors in the said Society including Transfer of all the deposits to the credit of Transferors and at or for the total consideration of Rs. 31,00,000/- (Rupees Thirty One Lacs Only) to be paid as hereinafter provided.

- 2 It is agreed that from the date of execution of these presents the Transferors shall not create any tenancy, sub tenancy, lease or licence in respect of the said premises and the Transferors shall not part with possession of the said premises with any third party and shall handover vacant possession thereof to the Transferee on the completion of the transaction.

The Transferee agrees to become member of the said Society and to abide by the bye-laws and the rules and regulations of the said Society.

- 4 Upon the full purchase price paid by the Transferee to the Transferors, the Transferors agree to give their consent to the Transferee being enrolled as member of the said Society and to apply to the said Society for effecting for that purpose the Transferors shall sign and file all the papers, transfer deeds etc to the said Society. The Transferor further agrees and undertake to execute all deeds, documents and other papers and render all such assistance for effecting transfer of the said premises by the Transferors to the Transferee the said shares and the said premises by the Society in the name of the Transferee from the name of the Transferors

- 5 On the Transferors executing the necessary transfer forms and other documents as may be required by the said Society in favour of the Transferee as the new members of the said Society and as allottee of the said premises by the said Society the Transferee shall be entitled to the exclusive use and occupation of the said premises.

- 4 -

For Gitanjali Laser House Pvt. Ltd.



Director

Galentic Pharma (India) Pvt. Ltd.



Director

6 The Transferor agree that upon the transfer of the said shares the Transferee shall be entitled to the assignment and transfer of all deposits of all amounts standing to their credit with the said Society and further that the Transferors shall take all steps to ensure the transfer of the same to the Transferee.

7 It is hereby further agreed between the parties hereto that all the Municipal Taxes, Property tax and all other outgoings payable in respect of the said premises including electricity, water charges, Society dues, sinking fund and other payments to be made in respect of the said premises shall be borne by and to the account of the Transferors until possession of the said premises shall have been handed over by the Transferors to the Transferee whether the same shall have occurred before or may have become payable thereafter and all such charges outgoings occurring after that date shall be borne by and be to the account of the Transferee.

8 The Transferor hereby declare that they have in no way created and liability, charges, claim or lien on the said shares or the said premises or any part thereof and that the said shares hereby agreed to be sold are clear. If any claim is made by any person against the said shares, the Transferors do hereby agree to indemnify the Transferee against all such claims.

9 The Transferors hereby declare that the Transferor own absolutely the aforesaid premises in the said Society as the sole and absolute owners thereof and that the Transferors are not entitled to the said premises as nominee or benamidar and/or on trust for any one else nor is there any attachment or prohibitory order or litigation by which they are restrained or prohibited from selling or transferring the said shares or the said premises. The Transferors further declare that they are entitled to sell, assign, transfer the same in the manner aforesaid and that the Transferors are not in any way prohibited from selling transferring or assigning the same and that the same are free from all encumbrances, charges and/or claim and that there is no dispute or litigation in respect thereof.

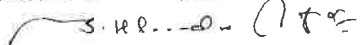
- 5 -

For Gitanjali Laser House Pvt. Ltd.



Director

Calvin's Pharmacy (India) Pvt. Ltd.



Director

- 10 The Transferors do hereby declare that the said premises are in their exclusive use and occupation and no one else has any claim, demand, or right of any nature whatsoever
- 11 The Transfer charges or any other donation or fees required to be paid to the Society in connection with the transfer of the said shares in the said Society shall be borne equally between Transferors and Transferee.
- 12 All Stamp Duty, registration charges and all other out of pocket expenses incidental to the Sale hereto shall be borne and paid by the Transferee alone.
- 13 The Transferors agree and undertake that they shall furnish all the deeds, documents or writing evidencing of the title of the Transferors as are in their possession and the said shares or the said premises for scrutiny and examination of the title of the Transferor.

14 The Transferor do hereby declare that they are not in arrears of payment of any government dues, taxes or any other liabilities whereby the said premises including the right, title and interest and that share certificates to be issued by the Society can be attached either after or before judgement and no proceedings have been initiated under any of the provisions of the Income-tax Act or Wealth Tax Act or Gift Tax Act or any other laws relating to the Taxes. However, in the event of any tax or arrears or dues are found to be due and payable, the Transferors agree to forthwith pay the same and to furnish xerox copies of the receipt of payment in that behalf. The Transferors further also undertake that the said premises including the right, title and interest and the shares certificates to be issued are not attached or encumbered.

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

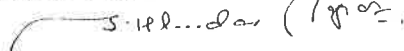
- 6 -

For Gitanjali Laser House Pvt. Ltd.



Director

Gitanjali Pharma (India) Pvt. Ltd.



Director

For Gitanjali Laser House Pvt. Ltd.



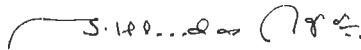
Director

SIGNED SEALED AND DELIVERED by)
M/s GITANJALI LASER HOUSE PVT. LTD)
being the Transferors and THE COMMON)
SEAL OF the company has been affixed)
hereunto pursuant to the Resolution of the)
Board of Directors in the meeting held on)
5th January 2000 in the presence of)
Mr. Joel Cardoso being the Director who)
has signed in the presence of Shrikish Sangani)

S. H. Sangani

THE COMMON SEAL OF Galentic Pharma)
(India) Pvt. Ltd. being the Transferee)
has been affixed hereunto pursuant to the)
Resolution of the Board of Directors in the)
meeting held on 03/01/2000 in the presence)
of Mr. Bhupendra H. Sangani being the)
Director who has signed in the presence)
(

Galentic Pharma (India) Pvt. Ltd.



Director

RECEIVED of and from the Transferee)
a sum of Rs. 31,00,000/- (Rupees Thirty One)
Lacs Only) by Cheque No. 417956 dt. 15-01-)
2000 and Cheque No. 417961 dt. 21-01-2000)
in full payment be paid by them to us as)
mentioned within.)

Rs. 31,00,000/-

WE SAY RECEIVED

For M/s. Gitanjali Laser House Pvt. Ltd.

For Gitanjali Laser House Pvt. Ltd.



Director

WITNESSES



TUSHAR MEHTA
B/301, RISING SUN APT
JWLV CHURCH RD
JWLV BOMBAY-400

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 2000

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2/4/2000
 मुख्य निबंधक, मुंबई

Genetic Pharms (India) Pvt. Ltd

S. H. D. ...

Director

मुख्य निबंधक, मुंबई

20000 -
 20000 -
 500 -
 20000 -

1) श्री. जोगी कौंडी

व्यक्तिगत

2) श्री. ...

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3) श्री. ...

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4) Gardens

5) S. H. D. ...

6) श्री. ...

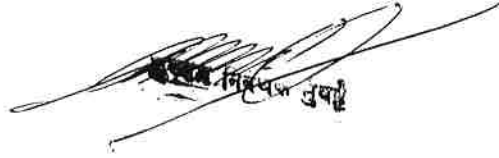
7) श्री. ...

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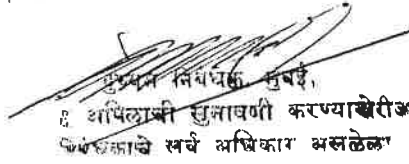
8) B. Y. Bhatt
 2/4/2000
 मुख्य निबंधक, मुंबई

सदर दस्तानीत मिळकत ही गरिब-दुब
या विभागातील असून बांधकाम जुने असल्या-
मुळे १०/ घसारा दिना असा व त्यामधील
दस्तावेजांचा उभे असून ठरुन मुआयना
आल्याचे दिवून घेत जाई.

दि २/११/२०००

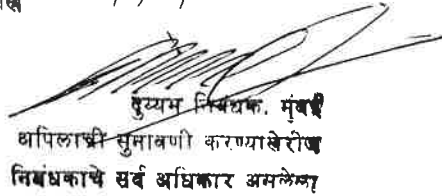

सुब-रिजिस्ट्रार मुंबई

सध्यात पक्षकाराने कलम २२०-अ (१) खाली
नाथकर बाबला म. DCIT (C-4/4) 2000/2000-01
दिनांक 6/11/2000 सादर पत्रात दे पडताळून पाहता
बाबत असावे आढळून आले आहे.
दि 9/12/2000


सुब-रिजिस्ट्रार मुंबई,
धपिलाफी सुमावणी करण्याखेरीज
निबंधकाचे सर्व अधिकार असलेला



उस्तक क्रमांक १ क्रमांक २०००
नोंदला
तारांक ८/१२/२०००


सुब-रिजिस्ट्रार मुंबई
धपिलाफी सुमावणी करण्याखेरीज
निबंधकाचे सर्व अधिकार असलेला

बर्ष 3603 / 2000

P/ Mr. JTC.

Agreement.

PC 30,00,000/- 2/8

SD 3,10,000/-

~~Signature~~
CJ

C.S. No. 159 lower Panel Dro

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~~04.4.20/3/2000~~

792/2500