



Wednesday, November 28, 2007

1:08:00 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

पावती क्र. : 7584

गावाचे नाव नाहूर

दिनांक 28/11/2007

दस्तऐवजाचा अनुक्रमांक वदर14 - 07543 - 2007

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

(25-ब) पुढील हद्दीत असलेल्या स्थावर मालमत्तेच्या दावतीत असेल तर

DELIVERED

सादर करणाराचे नाव: मे/- ग्लास वॉल्स सिस्टम तर्फे भागीदार कमलेश ए. चौधरी - -

नोंदणी फी	: -	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (72)	: -	1440.00
<b>एकूण</b>	<b>रु.</b>	<b>31440.00</b>

आपणास हा दस्त अंदाजे 1:22PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबंधक  
सह दु.नि.का-कुर्ला 4

बाजार मुल्य: 5600088 रु. मोबदला: 13000000रु.

भरलेले मुद्रांक शुल्क: 390600 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि टाणे जनता सहकारी बँक ऐरोली ;

डीडी/धनाकर्ष क्रमांक: 468078; रक्कम: 30000 रु.; दिनांक: 21/11/2007

ह दुय्यम निबंधक कुर्ला क्र. 8.  
मुंबई उपनगर जिल्हा.

समाशोधनाच्या अधिन राहून

### FRANKING DEPOSIT SLIP

DD / Cheque No. 815866

Drawn on Bank Telet bank

Transit (Bank's Use only)

Franking No. M 86

Officer


Date: 21/11/07

Pay to: ICICI Bank Ltd. A/C Stamp Duty

Frinking Value	Rs.	3,90,500/-
Service Charges	Rs.	100/-
Total	Rs.	3,90,510/-

Name of Stamp duty paying party: M/s. Glass walls sys

Received With Thanks  
Rs. 3,90,510/- towards  
Payment of Stamp Duty



1) टोकन क्रमांक, इन्स्ट्रुमेंट क्रमांक  
 2) निष्पादन दिनांक व फ्रँकिंग तपासणी  
 3) मुखत्यार पत्र व इतर पुरक कागदपत्रे  
 4) नोंदणी अधिनियम 1908 व नोंदणी नियम 1961 चे नियम 44 प्रमाणे  
 5) कोर्टाचे मनाई हुकूम व हरकत अर्ज वरील प्रमाणे तपसणी केली. बरोबर असल्याचे आढळले.

*gms*  
बरीष्ठ लिपिक / कनिष्ठ लिपिक

**ICICI Bank**

ALPESH BHADRA  
Officer  
ICICI Bank Ltd

### AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at MUMBAI this 28 Day of **NOVEMBER 2007**, BETWEEN **M/S EMPROCELL CLINICAL RESEARCH PVT. LTD.** (a Company duly registered under the provisions of the Companies Act 1956) having its Office at 324/Corporate Offices, Nirmal Life Style Ltd., L.B.S. Road, Mulund (West), Mumbai - 400080, Through its Director **MR. ALOK KUMAR** aged about 38 years, adult, Indian Inhabitant, hereinafter called "**THE VENDORS**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the **ONE PART.**

\* AND \*

*Alok Kumar*  
*Alok Kumar*

*Alok Kumar*  
*Alok Kumar*  
*Murawari*

ICICI Bank Ltd. Plot No 32 A, B Prakar  
Palace, J. N. Road, Mulund  
(West), Mumbai - 400080  
D: SGT/PMC/1011/04/2004/2514-17

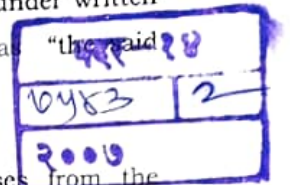
*Teelalack*  
*Nisethy Pransod*  
*Pransod*

शुद्ध 89232  
129991  
R0390500/-P85141  
NOV 21 2007

**M/S. GLASS WALLS SYSTEM** a Partnership Firm, having its address at 708, Gateway Plaza, Hiranandani Complex, Powai, Mumbai-400076. Through its partners (1) **MR KAMLESH A. CHOWDHARY**, aged about 33 years, (2) **MR JAWAHAR HARIRAM HEMRAJANI**, aged about 44 years both of them adult, Indian Inhabitants, hereinafter called as **"THE PURCHASERS"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the **OTHER PART**.

**WHEREAS**

- i) The Vendors herein is the Owners of the **Office No. 718 on the 7<sup>th</sup> Floor, of the building known as 'Corporate Centre', situated at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai-400080**, admeasuring about 1246 sq. ft. carpet area, more particularly described in the schedule hereunder written and hereinafter for the brevity sake referred to as **"the said premises"**.
- ii) The Vendors have purchased the said premises from the Developers M/s Nirmal Lifestyle Ltd, a company having its registered office at Jawaharlal Talkies Compound, Mulund (West), Mumbai - 400080, (hereinafter referred to as "Said Developers") by and under agreement dated 11<sup>th</sup> May 2006, for the terms, covenants and consideration as mentioned therein. The aforesaid agreement is registered in the Office of Registrar of Assurance, Kurla-II vide **Sr.No.BDR-7-02982-2006 CN 16.5.2006**.
- iii) The Valuation of Agreement (as per market value) dated **16.5.2006** was **Rs.42,60,207/- (Rs. Forty Two Lacs Sixty Thousand Two Hundred and Seven only)** and VENDORS herein of the first part ("The Purchasers therein of the Other Part ) had paid stamp duty of **Rs.2,59,500/- ( Rs. Two Lacs Fifty Nine Thousand Five Hundred Only)** on value of **Rs.51,90,000/- ( Rs. Fifty One Lacs Ninety Thousand only )** and as per this Agreement agreed consideration is



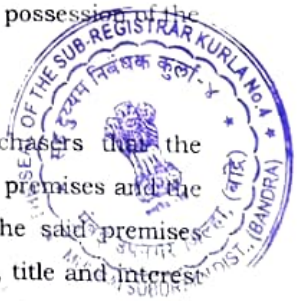
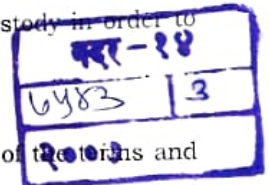
*Murawajai* *Kamlesh* *Ahmed*

**Rs.1,30,00,000/- (Rs. One Crore Thirty Lacs Only)** and stamp duty in respect hereof would have been **Rs.6,50,000/- (Rs. Six Lacs Fifty Thousand Only)** and the PURCHASERS herein are eligible and entitled to claim the benefit of the Stamp Duty under **Article 5g - a (ii)** of the Mumbai stamp Act, 1958, in respect of this Agreement and therefore the PURCHASER are required to pay only the sum of **Rs.3,90,500/- (Rs. Three Lacs Ninety Thousand Five Hundred Only)** as a Stamp Duty in respect of this Agreement.

iv) The PURCHASERS are aware of the fact the VENDORS have as on date obtained a Commercial Loan of **Rs.1,29,66,252/- (Rupees One Crore Twenty Nine Lacs Sixty Six Thousand Two Hundred and Fifty Two Only)** from ICICI BANK LTD., BRANCH MULUND, by creating equitable mortgage of the said premises. It is mutually agreed between both the parties that the PURCHASERS will pay the loan amount directly to the VENDORS Bank. The ICICI BANK LTD., BRANCH MULUND, shall issue Loan Clearance Certificate to that effect and shall release all the Original Title Deeds in their custody in order to enable the PURCHASERS.

v) The Vendors have not committed any breach of the terms and conditions of agreement dated 11<sup>th</sup> May 2006 and had performed all the obligations thereunder and has made full payment of the sale consideration to the said Developers in respect of the said premises and took physical possession of the said premises from the said Developers.

vi) The Vendors have represented to the Purchasers that the Vendors are desirous of disposing off the said premises and the Purchaser herein has agreed to purchase the said premises from the Vendors together with all the rights, title and interest of the Vendors in the said premises and the shares to be allotted by the society of the office owners to be formed and registered including rights and deposits as member of the proposed society.



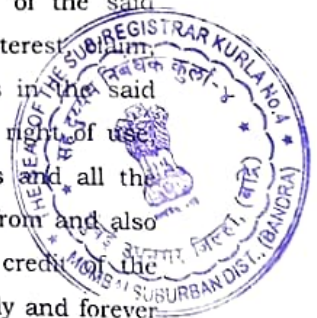
*Munewajani* *[Signature]* *[Signature]*

- vii) The Vendors have agreed to grant, convey, sell, assign, transfer and assure unto the Purchasers and the Purchasers have agreed to purchase and acquire the said premises from the Vendors for total sale consideration of **Rs.1,30,00,000/- (Rs. One Crore Thirty Lacs Only)** on the terms and conditions hereinafter appearing.
- viii) The Vendors hereinabove is a Private Limited Company and it has authorized MR. ALOK KUMAR as per Company Resolution who is one of the Directors of M/S. **EMPROCELL CLINICAL RESEARCH PVT. LTD.**, to enter into sale/purchase transaction of the said premises. MR. ALOK KUMAR is authorized to enter into the transaction and execute relevant documents and deeds, to sell and dispose off the said premises on the terms and conditions stipulated hereinafter.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Vendors hereby agrees to grant, convey, sell, transfer, assign and assure unto the Purchasers the said Office No. 718 on the 7<sup>th</sup> Floor, of the building known as 'Corporate Centre', situated at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai-400080 alongwith the shares to be allotted by the proposed society of the office owners to be formed and registered and rights and deposits as member of the said proposed society and the beneficial right, title interest, demand and benefit whatsoever of the Vendors in the said premises together with permanent and absolute right of use, possession and occupation of the said premises and all the benefits appurtenant thereto and accruing therefrom and also funds, deposits, reserves, etc. standing to the credit of the Vendors in respect of the said premises absolutely and forever for a total sale consideration of **Rs.1,30,00,000/- (Rs. One Crore Thirty Lacs Only)**, which shall be discharged/paid by the purchasers to the vendors in the following manner :-

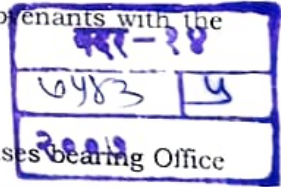
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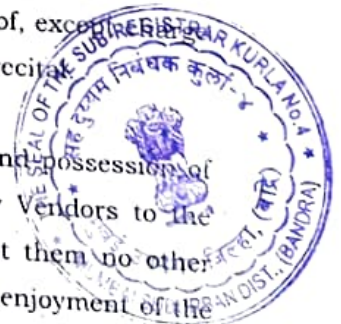
Murumajan  
Alok

- (a) Rs.5,00,000/- (Rupees Five Lacs Only) shall be paid by the PURCHASERS to the VENDORS on or before the execution of this Agreement. (The receipt whereof the VENDOR does hereby admit and acknowledge.)
- (b) Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lacs Only) shall be paid by the PURCHASERS on behalf of VENDORS directly, to ICICI BANK LTD., BRANCH MULUND as agreed hereinabove, within 45 days.
2. The Vendors have put the Purchasers in quiet, vacant and peaceful possession of the said premises and the Purchasers here onwards shall be entitled to have, hold and possess the said premises and enjoy the occupation and benefits of the said premises absolutely and forever without any claim of the Vendors and/or any person or persons claiming for or on behalf of the Vendors and/or through, under or in trust for the Vendors.
3. The Vendors shall handover original Agreement dated 11<sup>th</sup> May 2006 along with its registration documents and/or any other document pertaining to the said premises to the Purchasers.

4. The Vendors hereby declares, represents and covenants with the Purchasers as follows: -

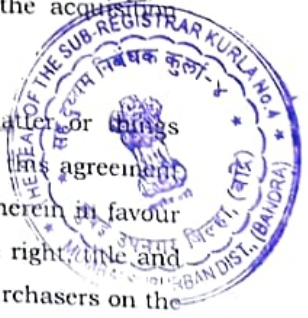
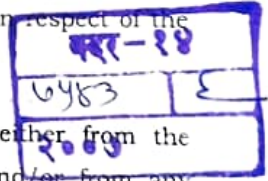


- a) The Vendors are the owners of the said premises bearing Office No. 718 on the 7<sup>th</sup> Floor, of the building known as 'Corporate Centre', situated at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai-400080 and no other person/s have any share, right, title or interest therein or any part thereof, except the share of ICICI Bank referred to above clause No. iv of recital
- b) The Vendors is in exclusive use, occupation and possession of the said premises, till possession is given by Vendors to the Purchasers and every part thereof and except them no other person or persons are in use, occupation and enjoyment of the said premises or any part thereof and has full powers and absolute authority to deal with and dispose off the said premises.



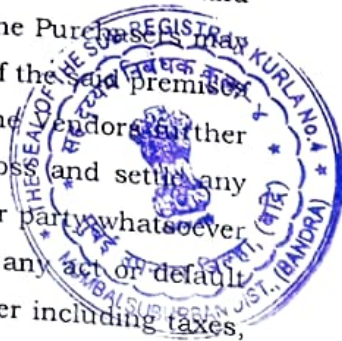
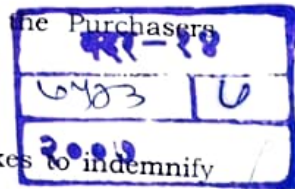
*Munemajari* *Ankesh* *Alu*

- c) The Vendors in the past has not entered into any agreement either in the form of sale, exchange, assignment or in any other way whatsoever and has not dealt with or disposed off the said premises in any manner whatsoever.
- d) The said premises is mortgaged to ICICI BANK.
- e) There are no suits, litigations, civil or criminal or any other proceedings pending as against them personally affecting the said premises.
- f) The Vendors have faithfully observed, performed and complied with the terms and conditions contained in the hereinbefore mentioned agreement for sale dated 11<sup>th</sup> May 2006 and the said agreement is valid, subsisting and in full force and they have not committed any breach thereof and the said Developers have not at any time terminated or purported to terminate their rights in respect of the said premises
- g) There are no attachments or prohibitory orders as against or affecting the said premises and the said premises is free from all encumbrances or charges and/or is not the subject matter to any lispensense or easements or attachments either before or after judgement. The Vendors have not received any notice either from the Government, Semi Government or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- h) The Vendors have not received any notice either from the Municipal Corporation of Greater Mumbai and/or from any other statutory body or authorities regarding the acquisition and/or requisition of the said premises
- i) The Vendors have not done any act, deed, matter or things whereby they are prevented from entering in to this agreement on the various terms and conditions as stated herein in favour of the Purchasers and the Vendors have all the right title and interest to enter into this agreement with the Purchasers on the various terms and conditions as stated herein.



Muneebujar  
Amresh

- j) The Vendors are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra Land Revenue Code, U.L.C Act or under any other statute from disposing off the said premises or any part thereof in the manner stated in this agreement.
- k) The Vendors have good and clear title free from encumbrances of any nature whatsoever of the said premises and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust mortgage otherwise however outstanding against the Vendors and/or against the said premises or any part thereof.
- l) The Vendors have paid full consideration of the said premises to the said Developers and no part of the consideration amount has remained unpaid or outstanding.
- m) The Vendors have paid their share of municipal taxes, water charges, electric charges and other outgoings in respect of the said premises up to the date of execution of this agreement and no part thereof remained unpaid or outstanding.
- n) If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said premises and/or the said shares and thereby or otherwise the Purchasers are put to any loss, expenses or prejudice, the Vendors indemnifies and keeps indemnified the Purchasers against all such loss and expenses.
5. The Vendors doth hereby agrees and undertakes to indemnify and keep the Purchasers indemnified, saved harmless and defended for and against any loss or claim the Purchasers may suffer for any reason whatsoever in respect of the said premises and all other rights appurtenant thereto. The vendors further agrees and undertakes to make good any loss (and settle any claim of government department or any other party whatsoever that may be made at any time in future for any act or default made by the Vendors for any dues whatsoever including taxes, levies, stamp duty, registration charges, penalty for non



Munewarji *Amitesh* *Abhishek*

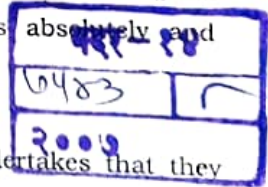
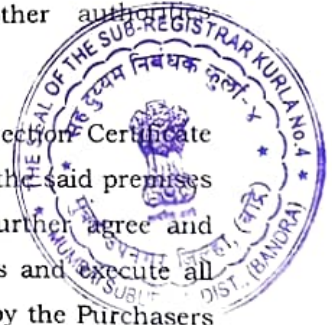


payment or deficient payment thereof and other outgoings whatsoever in respect of the said premises for any period or any transaction prior to the date hereof.

6. The Vendors have paid all the charges, outgoings and levies payable to the Developers/proposed society and other authorities concerned in respect of the said premises till the date of execution hereof and hereby agrees to keep the Purchasers indemnified against any claim that may be made by the Developers or any authority at any time in future in respect of the said premises.

7. The Vendors are agree and undertake to sign and execute such other forms, papers, writings and declaration as may be necessary or as may be required by the Purchasers and/or their nominee and/or the proposed society or any other authority from time to time so as to ensure that the name of the Purchasers or their nominee is brought on the records of the Developers/ Proposed Society and all other authorities concerned as owner of the said premises.

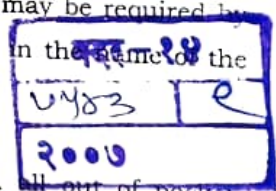
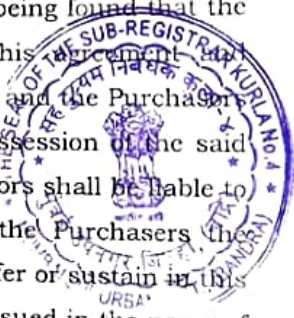
8. The Vendors hereby agrees to obtain No Objection Certificate (NOC) of the Developers for sale and transfer the said premises in favour of the Purchasers. The Vendors further agree and undertake to obtain all permissions/consents and execute all such papers or writings as may be required by the Purchasers at any time in future for effective more particularly assuring the said premises in favour of the Purchasers absolutely and forever.



9. The Purchasers doth hereby agree and undertakes that they shall become members of the proposed society and shall abide by the rules, regulations and bye-laws of the proposed society. The Purchasers also agrees and undertakes to pay, perform and discharge all dues, demands and calls, contributions, duties and obligations and taxes which the said proposed society lawfully and reasonably hereinafter demand in respect of the said premises on the Purchasers becoming the members of the proposed society.

*Munemajari* *Amesh* *Sharma*

10. SUBJECT to the provisions and terms and conditions of this agreement, the Vendors hereby agrees to transfer the shares to be allotted by the society of the office owners to be formed and registered and interest in the said premises to the Purchasers and the Purchasers are entitled to hold, possess, occupy and enjoy the said premises without any interruption from the Vendors. The Vendors further declares that they have full rights and absolute authority to enter into this agreement and the Vendors have not done or performed any act, deed, matter or thing whatsoever, whereby they may be prevented from entering into this agreement as purported to be done hereby or whereby the Purchasers may be obstructed, prevented or hindered in enjoying rights to be conferred or transferred or assigned in his/her/their favour of whereby the quiet and peaceful enjoyment or possession of the Purchase in respect of the said premises is disturbed and in the event of it being found that the Vendors was not entitled to enter into this agreement and transfer their rights to be transferred hereby and the Purchasers are not able to enjoy quite and peaceful possession of the said premises due to any such reasons, the Vendors shall be liable to compensate, indemnify and reimburse to the Purchasers the loss, damage, which the Purchasers may suffer or sustain in this behalf. If such abovementioned shares are issued in the name of Vendors Company by the Society in future, the Vendors Company sign such letters and writings as may be required by the Society for allotment of sharers directly in the name of the Purchasers herein.



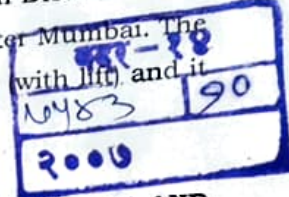
11. The Stamp duty, Registration charges and all out of pocket expenses incidental to and in connection with this agreement shall be borne and paid by the Purchasers.

12. This Agreement shall always be subject to the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the provisions of Maharashtra Apartment Ownership Act, 1970 (Mah No. XV of 1971) and the rules made thereunder.

Mukeshji  
 Antesh  
 Shree

**SCHEDULE ABOVE REFERRED TO**

All the piece and parcel of the immovable property being Office No.718, admeasuring about 1246 sq. ft. Carpet area, on the Seventh floor of the building known as "Corporate Centre", Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai - 400 080 situated on piece and parcel of the land bearing C.T.S. No. 491/A of Village Nahur, Taluka Kurla in the Registration District of Mumbai Suburban District within the limits of 'T' ward of Municipal Corporation of Greater Mumbai. The said building is consisting of Ground + 8 upper floors with lift and it is constructed in the year 2002-2003.



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

SIGNED SEALED AND DELIVERED )  
BY THE WITHIN NAMED "VENDORS" )  
**M/S. EMPROCELL CLINICAL RESEARCH PVT. LTD.]**  
Through its Director **MR. ALOK KUMAR** )  
(AABC E5965 G) )  
in the presence of .....

1. R. Vasudevan  
(R. VASUDEVAN)

2. Anand  
(Anand C. Hadkar)

SIGNED SEALED AND DELIVERED BY THE )  
WITHIN NAMED "PURCHASERS" )  
**M/S. GLASS WALLS SYSTEM (AAEF G 1888 L)** )  
Through its partners .....

(1) **MR KAMLESH A. CHOWDHARY** )  
(2) **MR JAWAHAR HARIRAM HEMRAJANI** )  
in the presence of .....

1. )  
2. Anand  
(Anand C. Hadkar)

*[Handwritten signature]*

*[Handwritten signature]*

**RECEIPT**

RECEIVED OF AND FROM **M/S. GLASS WALLS SYSTEM** a sum of **Rs.5,00,000/-** (Rupees **FIVE LACS** Only) by Cheque No. **382852** dated **07-11-2007** drawn on **The Theme Janta Sahakari Bank** being part consideration of Rs.1,30,00,000/- (Rupees One Crore Thirty Lacs Only) for sale and transfer of the Office No. 718 on the 7<sup>th</sup> Floor, of the building known as 'Corporate Centre', situated at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai-400080, as per the agreement hereinabove.

**I Say Received**

**Rs. 5,00,000/-**

**MR. ALOK KUMAR**  
Director of

**M/S. EMPROCELL CLINICAL RESEARCH PVT. LTD.**  
"VENDORS"

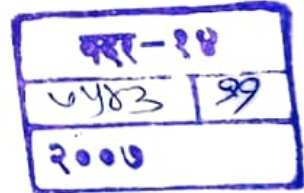
**DATE :**

**PLACE :**

**WITNESSES :**

1. **R. Vasudhan**  
(**R-VASUDEVAN**)

2. **Arun C. Madhavan**  
(**Arun C. Madhavan**)





(Gen-520)

: 2

(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri D.R. Kambhaje <sup>(766)</sup> Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is valid upto 18 NOV 2007

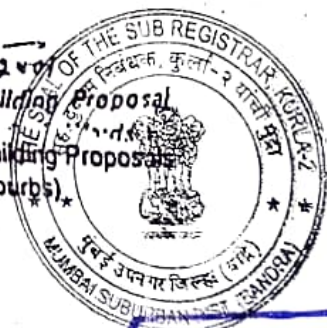
*C.C. upto P/fin/11*

For and on behalf of Local Authority  
The Municipal Corporation of Greater Bombay.

बदर - ७
2802   83

*[Handwritten Signature]*

Assistant Engineer Building Proposal  
Executive Engineer, Building Proposals  
(Eastern Suburbs)  
FOR



MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

बदर - १४
6483   23
२००७

TRUE COPY

*[Handwritten Signature]*

MRS. SHAMIKA S. SURVE  
B.Sc: M. C. S. E; L. L. B.  
ADVOCATE



VALID UPTO 18

Rolla 5000 (Gen-520 15 9 99) DyCHE c2

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No CE/ 4506 /BPESIA 1

19 NOV 2001

COMMENCEMENT CERTIFICATE

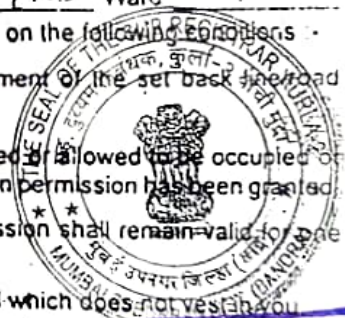
बदर - ७	
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To  
M/S Haechst - Marion Roussel Ltd

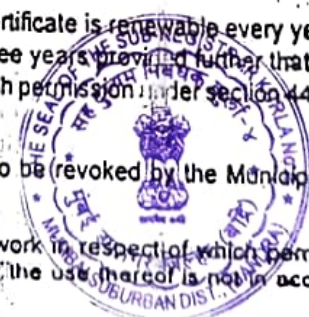
Sir,

With reference to your application No. 3354 dated 14.9.2000 for Development Permission and grant of Commencement Certificate under section 44 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1886 to erect a building in Building No. 2 on plot No. - C.T.S No. 4911A 500 Divn/Village/Town Planning Scheme No. Nahur situated at Road/Street ABS MORG MULUND (ND) Ward T the Commencement Certificate/Building permit is granted on the following conditions -

1. The land vacated in consequence of the endorsement of the set back line road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :
  - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.



बदर - ७  
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TRUE COPY

2/-

For Daisara Associates  
Architects

*Shamika S. Surve*

MRS. SHAMIKA S. SURVE  
D.Sc.; M. C. S. E.; L. L. B.;  
ADVOCATE

MUNICIPAL CORPORATION OF GREATER MUMBAI

CE-5070/1P/5/AT 17<sup>th</sup> 6 JAN. 2002

To  
Shri D. Dasgupta  
101, Dhaveshwar, Madgaon,  
MCG Road, Chhatrapati W  
MUMBAI - 400 077

बदर - ७	
२९८२	४९
२००६	

Re: Proposed commercial building No 3 on C/S 491 A-I & 500 of village Nahur, Mulund (W)

Sir,

Have to inform you that the amended plans submitted by you for the above mentioned work are hereby approved subject to the compliance of the conditions mentioned in this office Intimation of Disapproval dated on No dated 18.8.2001 and following additional conditions:-

- 1) That the R.C.C. design & calculations as per the amended plans considering the seismic forces as per analysis I.S. Code Nos. 1893 & 4326 shall be submitted through the registered structural engineer before starting the work.
- 2) That the L.O.C. from Asst. Engineer (Water Works) for extra water and sewerage charges shall be submitted and the charges shall be paid.
- 3) That the C.C. shall be got endorsed as per amended plan.
- 4) That the S.O.C. from Ch.E.(M.E.) shall be obtained and conditions therein shall be complied with.

One set of amended plans duly checked and stamped is hereby returned to you in token of the Municipal approval.



Executive Engineer (Mdg. Proposals Eastern Suburbs)
2000

Executive Engineer  
(Mdg. Proposals Eastern Suburbs)

17<sup>th</sup> 6 JAN 2002

AC

Copy forwarded for information to Shri Dharmesh Jain, C.A. to owner.

True Copy

For Daisaria Associates  
Architects

TRUE COPY

*Shamika S. Surve*

MRS. SHAMIKA S. SURVE  
B.Sc; M. C. S. E.; L. L. B.  
ADVOCATE

10, Sahakar Siddhivinayak Co-op. Hsg. Socy,  
MCG Road, Mulund (W), Tel. 5923664



346  
1700  
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IN THE MUNICIPAL CORPORATION OF MUMBAI  
IN REPLYING PLEASE QUOTE NO  
AND DATE OF THIS LETTER.

बदर - १७  
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Intimation of Disapproval under Section 346 of the  
Municipal Corporation Act, as amended up to date.

No. B. D. CE/4507/BFES/AT  
USA

of 200 200

MEMORANDUM

Municipal Corporation of Mumbai  
18 AUG 2007

M/s. Hoechst Harrion Roussel Ltd.

With reference to your Notice, letter No. 900605 dated 23-7-2006 and the plans, Sections Specifications and Description and details of your building proposed add/alt. to the existing Bidg. 43-6-31 and change of user for commercial on Sub. Right to Build of the building work proposed to be carried out under Section 346 of the Bombay Municipal Corporation Act as amended by the said Act as amended up to date.

- That the compound wall is not constructed on all sides of the plot, the foundation below the bottom of road side drain will not be constructed from the adjoining holding to prove possession of hold.
- That the compound wall is not constructed on all sides of the plot, the foundation below the bottom of road side drain will not be constructed from the adjoining holding to prove possession of hold.
- That the low lying plot will not be filled up to reduced level of adjoining road level, whichever is higher with murrum, earth, gravel, levelled, rolled, consolidated and sloped towards road side, before starting the construction work and the access road will not be developed accordingly, including providing street lights and D.C. Regulation No. 38(27).
- That the specifications for D.P. development of setback land will not be developed accordingly, including providing street lights and D.C. Regulation No. 38(27).
- That the Structural Engineer will not be appointed, supervision and completion certificate will not be obtained from Executive Engineer (R.C.) before submitting building completion certificate.
- That the structural design and calculations for the proposed additional load will not be submitted by him.
- That the regular sanctioned proposed lines & requisitions will not be got done through A.B. (Survey) before applying for C.C.
- That the registered undertaking and additional copy of plan shall not be submitted hand over the setback land free of compensation and that the setback handling will not be obtained from Ward Officer and the ownership of the setback land transferred in the name of M.C.C.A.
- That the indemnity Bond indemnifying the Corporation for damages, risks, accident, occupiers and an undertaking regarding nuisance will not be submitted before C.C. work.
- That the existing structure proposed to be demolished will not be demolished in accordance with agreement will not be submitted and got approved before C.C.
- That the requirements of N.O.C. of M.S.E.B. Ltd. will not be obtained and the same will not be complied with before occupation certificate.
- That the conditions mentioned in release letter of Executive Engineer (R.C.) will not be complied with.
- That the qualified registered site supervisor through architect/structural engineer appointed before applying for C.C. and his name and licence No. duly submitted.
- That extra water and sewerage charges will not be paid to Assistant Engineer, Ward before C.C.



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*Shamika S. Surve*

MRS. SHAMIKA S. SURVE  
B.Sc; M. C. S. E; L. L. B;  
ADVOCATE

बंदर - ७  
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(1) That proper gutters and down pipes are not intended to be put to the roof water to the leaves of the roof on the public street.

(2) That the drainage work generally is not intended to be executed in accordance with the municipal requirements.

Subject to your so rectifying your intention as to obviate the before mentioned objections and meet by requirements of the Act you will be at liberty to proceed with the said building or work at any time before the day of 300, but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act which are in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

*[Signature]*  
Executive Engineer, Building Department  
Zone, W. 4.

**SPECIAL INSTRUCTIONS.**

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform, discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 68 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following law:-  
"Every person who shall erect as new domestic building shall cause the same to be built in that part of the plot shall be-

(a) Not less than 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing on the street."

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet of each building.

(c) Not less than 92 ft (30 meters) above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building to the Commissioner within fifteen days of the completion or of the occupation, whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act in respect of the facts at the valuation of the premises will be liable to be revised under Section 167 of the Act, in the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) For more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.



बंदर - १७  
28/2 1988  
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TRUE COPY

*[Signature]*

MRS. SHAMIKA S. SURVE  
B.Sc; M. C. S. E; L. L. B;  
ADVOCATE

10, Karkar Road, Colaba, Hsg Soc.  
Mumbai - 400 075. Tel. 5923661

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. C.E.C. 18 AUG 2001

18 AUG 2001  
SUB-REGISTRAR  
MUMBAI SUBURBAN DISTRICT

- 15. That the proposed layout/sub-division/amalgamation will not be submitted along with the terms & conditions with C.P. and compliance thereof will not be done before submission of B.C.C.
- 16. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequences of settlement of floors and plinth filling etc.
- 17. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & "R.R." from Tree Authority will not be submitted.
- 18. That the notice under Sec 117(1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimation the date of commencement of work & intimation will not be sent to his office for checking the open spaces & building dimensions as soon as the plinth is completed.
- 19. That the clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
- 20. That the requirement of bye law 4(c) will not be complied with before starting the rainag. work and in case Municipal sewer is not laid the drainage work will not be carried out as per the requirement of Executive Engineer (S.P.) Planning and completion certificate from him will not be submitted.
- 21. That the copy of intimation of Disapproval conditions & other layout or sub-division/amalgamation imposed by the Corporation in connection with the development on site shall not be given to the purchaser and also displayed on site. That the development charges as per M.R. & T.P. (Amendment) Act 1992 will not be paid.
- 22. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
- 23. That the development charges as per M.R. & T.P. (Amendment Act) 1992 will not be paid.
- 24. That the drainage entrance shall not be provided before starting the work.
- 25. That the registered undertaking in prescribed proforma agreeing to demolish the structure constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 26. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on site before starting the work.
- 27. That the documentary evidence regarding ownership, area & boundaries of holding is not produced in the form of extracts from the District Inspector of Land Records, extracts from City Survey and conveyance deed etc.
- 28. That the separate P.P. Cards for each sub-divided plots, road, etc. will not be submitted.
- 29. That the debris will not be removed before submitting the building completion certificate.
- 30. That the "C.C." from District Engineer for the proposed development will not be obtained.
- 31. That the proposed layout/sub-division shall not be submitted and not approved.
- 32. That the proposal will contravene the section 251(A)(A) of the Mumbai Municipal Corporation Act.
- 33. That the records from Assistant Engineer, Water Works regarding location, location, location and height of overhead tank for proposed and existing work will not be submitted.
- 34. That the capacity of overhead tank will not be provided as per "P" form issued by the District Hydraulic Engineer and structural design to that effect admitted before commencement of work.
- 35. That the phase program for infrastructure development will not be submitted and not approved.
- 36. That the undertaking for paying additional premium due to increase in land rate or and will not be submitted.
- 37. That the infra-structural works such as, construction of hand-holes manholes, ducts for underground cables, concealed wiring inside the flats, rooms, common spaces for telecom installations, etc. required for providing tele. services, shall not be provided.



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TRUE COPY

MRS. SHAMKA S. SURVE

8/12/01  
(A)

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/507/MPES/AT

18 AUG 2009  
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9. That the requisitions of clause Nos. 45 & 46 of D.C.R. 91 shall not be complied with.
10. That the final N.O.C. from S.C. shall not be submitted.
11. That the revised C.F.O. N.O.C. shall not be submitted.
12. That the phase-wise program for development of the buildings in the layout shall not be submitted.
13. That the artificial light & ventilation shall not be provided in accordance with Division 1 Hdg. Code (Provision of part III) as per D.C.R. 12(3) & NCC from Ch.E.(M&F) for the same shall not be submitted before grant of C.C.
14. That the plot proposed for amenity open space shall not be handed over without an encumbrance certificate of T.D.R. to M.C.G.M.
15. That the NCC from Ward officer '1' Ward regarding closure of factory & removal of factory permit will not be submitted.
16. That the stability of existing structure proposed to be retained will not be submitted.
17. That the N.O.C. from M&F for artificial light & ventilation will not be submitted.

B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A. U.L.C&R. Act will not be complied with for the part of the work above plinth level.

C. CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That some of the drains will not be laid internally with C.I. pipe.
2. That the conditions mentioned in the clearance under No.C.U.L.C.D.N.18/2008 from the competent authority under U.L.C&R Act 1976 will not be complied with. The order showing revised area under road setback will not be submitted.
3. That the dust box will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.19 X.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for the proposed certificate.
5. That 10' 0" wide paved pathway to staircase will not be provided.
6. That the sun shade, open parking space and terrace will not be kept open and will be upon and will be levelled and developed before requesting to grant permission for the building submitting the B.C.C. whichever is earlier.
7. That the name plate board showing plot No., name of the building etc. will not be removed at a prominent place along C.C. B.C.C.
8. That the parking spaces shall not be provided as per D.C. Regulation No.36.
9. That the B.C.C. will not be obtained and T.O.D. and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
10. That the provision will not be made for making available water for flushing and other purposes through a system of borewells and pumping that water through a separate system which will be connected to the drainage system and will not have any chances of interference with the normal water supply of the Corporation.
11. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, basins, joints in drainage pipes etc. and that the workmanship is found very satisfactory, shall not be submitted.
12. That three sets of plans mounted on canvas will not be submitted.



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TRUE COPY

*Shamika S. Surve*

MRS. SHAMIKA S. SURVE  
B.Sc; M. C. S. E; L. L. B;  
ADVOCATE

*12/08/09*  
*18/08/09*

18 AUG 2001

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposits should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of Building Completion Certificate and a certificate signed by Architect submitted along with the Building Completion Certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposits for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Ward at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use tap water has been consumed on the construction works and bills presented to Municipal according y.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffolding, bricks, metal, sand, preps debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractor, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections raised by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgment obtained from him regarding correctness of the plan, space and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider the same site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 343 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencement of the work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 centimeters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road which should be on with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.




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MRS. SHAMIKA S. SURVE

18 AUG 2001

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposits should be obtained for any shed for house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the boarding is constructed and application made to the Ward Officer with the required deposits for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Ward atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred in that regard accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffolding, bricks, metal, sand, prep debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractor. No material should be kept prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obtaining all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgment obtained from him regarding correctness of the plan, space and dimension.
- (11) The application for sewer street connections, if necessary, should be made immediately after commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. 6483/29 should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted, non water connection is granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Act and as per the terms and conditions for connection to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed after the construction of the building work and should be completed for the satisfaction of the Municipal Commissioner (including lighting and drainage) before submission of Building Completion Certificate.
- (16) Flow of water through adjoining building or culvert, if any should be maintained throughout the construction.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass plates at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road without any overhang below level of bottom of road side drain without obstructing the flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

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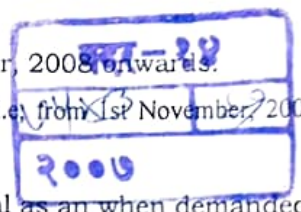
# Nirmal Lifestyle

Date : 21<sup>st</sup> Sept., 2007.

## TO WHOMSOEVER IT MAY CONCERN.

This is to confirm that **Emprocell Research Pvt. Ltd. (Mr. Alok Kumar)** has cleared all their dues against the Office consideration subject to the followings :

- New party will have to pay Maintenance from 1<sup>st</sup> November, 2008 onwards.
- New party will have to pay Property Tax from date of possession i.e. from 1<sup>st</sup> November, 2006 onwards.
- New party will have to pay Electricity Deposit as per actual as an when demanded.
- New party will have to pay Water Deposits as per actual as an when demanded.



Further we have **NO Objection** in their selling Office No. **718/719** in **Corporate Office**, situated at L.B.S Road, Mulund West, Mumbai - 400

\_\_\_\_\_  
*Sh. H. S. Phule*



The above is only for information and record and is issued at request:

Thanking you,

Yours faithfully,  
For "**NIRMAL LIFESTYLE LIMITED**"

\_\_\_\_\_  
Authorized Signatory

Accepted By

Mr./Mrs. \_\_\_\_\_  
*[Signature]*

Nirmal Lifestyle Ltd.  
Corporate Office:  
L. B. S. Marg, Mulund (W)  
Mumbai - 400080  
Tel: +91-022-67973180/81  
Fax: 67973182  
[www.nirmallifestyle.com](http://www.nirmallifestyle.com)

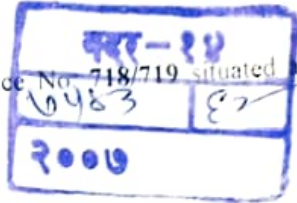


# Nirmal Lifestyle

Date: 23<sup>rd</sup> Nov., 2007

To: **Emprocell Research Pvt. Ltd.**  
**Mrs. Olga Dzhulay / Mr. Alok Kumar**  
Office No. 718/719 Building Corporate Office  
Mulund (W), Mumbai- 400 080

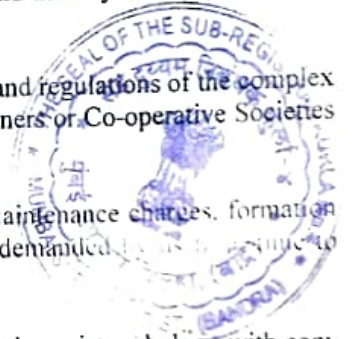
Ref: Your letter dated 23<sup>rd</sup> Nov. 07 seeking our N.O.C. for sale of Office No. 718/719 situated at  
1 B.S.Road, Mulund West, Mumbai 400 080



Dear Sir/Madam,

With reference to the above, we hereby inform you that we have no objection to your sale of Office no. 718/719 to **Mr./Mrs. Mr Glass Wall System, Mumbai.**  
Please note that our consent/no objection is subject to the followings;

1. Your buyer shall observe all the terms & conditions and covenant originally agreed to be observed & performed by you, and the agreement between you and the buyer shall provide the same.
2. The buyer shall be further liable to observe and perform all rules and regulations of the complex and also rules that may be made by the Association of Office Owners or Co-operative Societies whether incorporated or not.
3. The buyer shall further undertakes to pay all amounts towards maintenance charges, formation of society, Property taxes and/or all other charges that may be demanded from time to time.
4. The buyer shall furnish to us a certified copy of the agreement duly registered along with copy of other documents to us immediately on completion of the transaction.
5. Your buyer shall signs and deliver to us the duplicate of this letter duly signed by both of you in acceptance of terms contained herein.



This is for your information and record please.

I/we agree and undertake to observe and perform the above terms and conditions

Thanking you,

Yours faithfully,  
For **NIRMAL LIFESTYLE LTD.,**

**AUTHORISED SIGNATORY.**

*[Handwritten signature]*

Nirmal Lifestyle Ltd.  
Corporate Office:  
L.B.S. Marg, Mulund (W)  
Mumbai - 400080  
Tel: +91-022-67973180/81  
Fax: 67973182  
www.nirmallifestyle.com