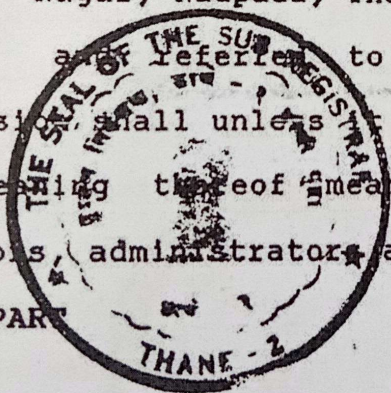


AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at THANE on 30 Day August, 2006 BETWEEN MR SHAILENDRA RAMCHANDRA ACHARYA an adult, Occ. Business, Indian Inhabitant, residing at 15, Jeevan Tara Co-operative Housing Society, Ram Wadi Vishnu Nagar, Naupada, Thane (W) 400602, hereinafter called and referred to as "TRANSFEROR" (which expression shall unless be repugnant to the context or meaning thereof mean and include his executors, administrators and assigns) THE PARTY FIRST PART



S.R. Achary
 For GLOBAL PHARMA
P. Tiwari
D. D. D.
 Partner

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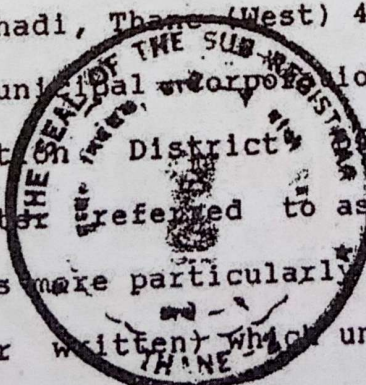
Authorised Signatory
 The Thane Janata Sahakari Bank Ltd., Main Branch,
 Main Br.

THE THANE JANATA SAHAKARI BANK LTD., MAIN BRANCH, MADHUMALTI, V.S. PATH, JAMBHALI NAKA, THANE - 400601
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A N D

M/s.GLOBAL PHARMA, a partnership firm, having its Office / address at : A-106 Amar Gian Co-op. Premises Society Ltd., Thane (W) through its Partners (1) MRS PAVITRI CHANDRAMANI TIWARI, (2) MR KRISHNATH VISHNU DEOKAR, & (3) MR SIDDHANATH RAMSHIROMANI SINGH, hereinafter called and referred to as "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) THE PARTY OF THE SECOND PART;

WHEREAS by virtue of an Agreement for Sale dated 12.01.1987 executed between M/s.SYNTH FABRICS PVT.LTD. having office at Mumbai 400 020 and M/s.Bharcons Engineers, the Proprietary firm of Smt.Bharati Bonde, of Thane, had purchased and acquired all rights, title and interest in the Industrial Unit bearing No.D-246, admeasuring 357 Square feet, Carpet area, on the Second Floor of AMAR GIAN Co-operative Premises Society Ltd., standing on the plot of land bearing Survey No.98(Part), C.T.S.No.4B/2 and 5B/2, lying, being and situate Near S.T.Workshop, ^{L.B.S.Marg.} Khopat, Revenue Village Panchpakhadi, Thane (West) 400601, within the limits of Thane Municipal Corporation, Registration and Sub-Registration District Thane (which premises hereinafter referred to as the "SAID PREMISES" and which is more particularly described in the Schedule hereunder written) which unit hereinafter referred to as the "SAID PREMISES" and which is more particularly



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For GLOBAL PHARMA

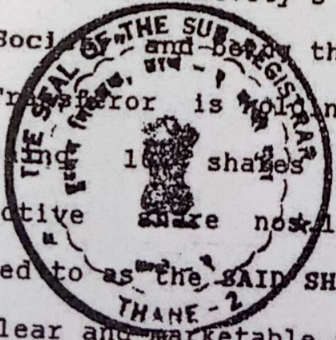
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described in the Schedule hereunder written;

AND WHEREAS the said M/s. Bharcons Engineers, thereafter, by and under an Agreement named "Agreement for Sale" date 16.02.1996 (duly registered with the Office of the Sub-Registrar of Assurances, Thane at Doc. Serial No. 1234 on 16.02.1996) did sell and transfer, the Said Premises, unto and to and in favour of the Transferor herein, on the terms and conditions and for the consideration mentioned in the Said Agreement dated 16.02.1996;

AND WHEREAS by virtue of the aforesaid Agreement, and by virtue of payment of full and consideration of the said Premises, paid by the Transferor to the said M/s. Bharcons Engineers, the Transferor has been possessing, occupying and enjoying the said premises on ownership basis;

AND WHEREAS the TRANSFEROR is the bonafide member of said AMAR GIAN CO-OPERATIVE PREMISES SOCIETY LTD., a Society registered under Registration No. TNA/ (TNA)/ GNL-(C)/311/87-88 dated 06.01.1988 and having right, title and interest and membership in respect of the said Premises, and which society hereinafter in this Agreement, for brevity's sake is referred to as "The Said Socl and being the member of the said Society, the Transferor is holding share certificate No. 25/4 containing 1 shares of Rs. 500/- each having distinctive share nos. 1501 to 1510 (hereinafter referred to as the SAID SHARES) and thus the Transferor has clear and marketable title in respect of the said



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FOR GLOBAL PHARMA
Partner

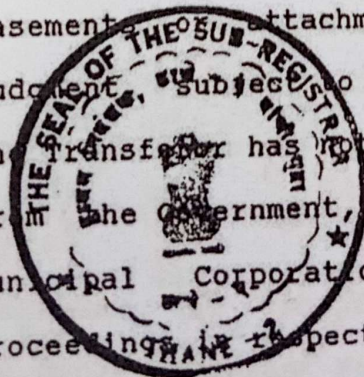
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Premises and thus the Transferor is well and sufficiently entitled to the said Premises and has absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party;

AND WHEREAS the TRANSFEROR out of his own will decided to sell the aforesaid Premises on OWNERSHIP BASIS.

AND WHEREAS the TRANSFEREES being in need of industrial premises, came to know of the same, approached the TRANSFEROR whereupon the Transferor represented to the TRANSFEREES that :

- a. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Seller / Transferor personally affecting the said premises;
- b. That the Said Premises is absolutely free from all encumbrances and there is no charge, lien, etc. over the Said Premises and his title to the Said Premises is clear and marketable;
- c. 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 of lispendens or easements, attachments either before or after judgment, subject to whatever stated hereinabove. The transferor has not received any notice either from the Government, Semi-Government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises;
- d. The Transferor has paid all the necessary charges



S. R. Acharya
for GLOBAL PHARM'S
Puriwari
Partner

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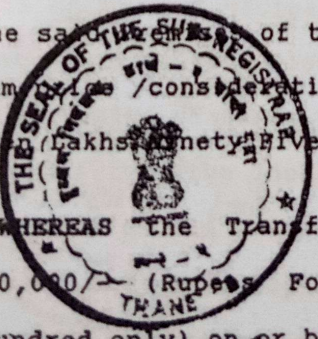
of whatsoever nature in respect of the said premises and the Transferor has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises;

e. The Transferor in the past has not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and has not created any tenancy, leave and licence or any other rights of the like nature in the said premises and have not dealt with or dispose off the said premises in any manner whatsoever;

f. The Transferor has not done any act, deed, matter or thing whereby he is prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the TRANSFEREES and the Transferor has all the right, title and interest to enter into this agreement with the TRANSFEREES on the various terms and conditions as stated herein;

AND WHEREAS believing on the aforesaid representations the TRANSFEREES have thus agreed to purchase the said Premises and right, title and interest in and upon the said premises of the TRANSFEROR and also along with the benefits of the membership, including the said shares of the said Society, at and for lumpsum / consideration of Rs.14,95,000/- (Rupees Fourteen Lakhs Ninety Five Thousand only);

AND WHEREAS The Transferee has paid a sum of Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand and Five Hundred only) on or before execution hereof in the



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For GLOBAL PHARMA
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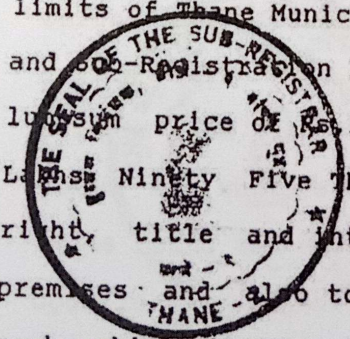
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manner more particularly described in the Receipt hereunder written, being the part payment of consideration and has further agreed to pay the balance amount of consideration of Rs.10,45,000/- (Rupees Ten Lakhs Forty Five Thousand only) after obtaining the loan from the financial institution/ bank;

AND WHEREAS the parties hereto haveing finalised and settled their terms of transaction are desirous of reducing the same into writing. Hence, this Agreement.

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The TRANSFEROR hereby agrees to sells, assigns and transfers and the TRANSFEREE doth hereby purchase and acquire the right, title and interest in and upon the said Premises being Industrial Unit bearing No.D-246, admeasuring 357 Square feet, Carpet area, on the Second Floor of AMAR GIAN Co-operative Premises Society Ltd., standing on the plot of land bearing Survey No.98(Part), C.T.S.No.4B/2 and 5B/2, lying, being and situate Near S.T.Workshop, ^{L. 35.17ary.} Khopat, Revenue Village Panchpakhadi, Thane (West) 400601, within the limits of Thane Municipal Corporation, Registration and Sub-Registration District of Thane at and for a lump sum price of Rs.14,95,000/- (Rupees Fourteen Lakhs Ninety Five thousand only) along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described



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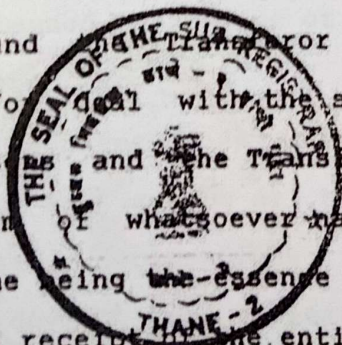
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in the SCHEDULE hereunder written (hereinafter for the sake of brevity called and referred to as the "SAID PREMISES").

2. The TRANSFEREES have paid an amount of Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand only), as per details mentioned in the receipt hereunder written, on or before the execution of these presents being the part payment of consideration, as described in the receipt hereunder written, the receipt of which the TRANSFEROR hereby admits and acknowledges the same and hereby release, acquit and discharge the Transferees and each of them from the payment thereof absolutely and forever. The Transferees have further agreed to pay the balance amount of consideration of Rs.10,45,000/- (Rupees Ten Lakhs Forty Five Thousand only) after obtaining loan / financial assistance from the bank /financial institution, PROVIDED HOWEVER that, the balance consideration amount of Rs.10,45,000/- shall be paid by the Transferees within 2 months from the date of this Agreement, failing which the Transferor shall be entitled to terminate this Agreement and refund the sum of Rs.4,50,000/- to the Transferees. On such refund the Transferor shall be entitled to sell and/or deal with the said Premises to any other person and the Transferees shall not have any claim of whatsoever nature to the said Premises (Time being the essence of the contract).

3. Upon receipt of the entire amount of consideration,



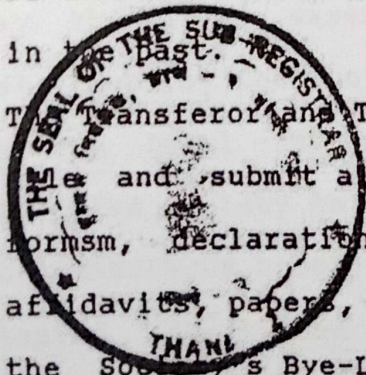
S.R. Achary

For GLOBAL PHARMA
Paliwari
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of Rs.14,95,000/- the Transferor shall put the Transferees in actual, physical, vacant and peaceful possession of the said premises, free from all encumbrances, charges, equity, etc. and without any reservation and/or provision thereto.

4. As aforesaid the TRANSFEREES have agreed to pay to the Transferor full and final payment and the TRANSFEREES have agreed to purchase and acquire the said Premises along with all right, title and interest and benefits and shall use and occupy the same as member of the Said Society, absolutely and forever, absolutely and forever hereafter.
5. The Transferor, after receipt of full and final amount of consideration, shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said Premises through himself or through his heirs in title. The Transferees hereafter shall do all the needful in respect of the said Premises to secure their title to the said Premises and the Transferor shall keep the TRANSFEREES indemnified for any losses, damages or injury legal or otherwise caused to the said Transferees in respect of the Said premises by reason of acts, things and deeds, done or committed or caused to be done or committed by the Transferor in the past.
6. The Transferor and TRANSFEREES shall sign, execute, and submit all the necessary applications, forms, declarations, undertakings, indemnities, affidavits, papers, etc. as may be contemplated in the Society's Bye-Laws in order to effectuate the



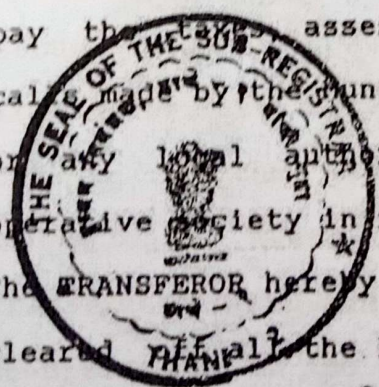
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legal transfer of the said premises and the said Shares to and in the name of the Transferees. The transfer fees of the Society shall be borne by the Transferees alone. The Transferees shall also bear and pay the necessary charges to the M.S.E.B. for transfer of the Electricity Meter in the name of the Transferees and the Transferor shall sign, execute, file and submit all the requisite documents and papers in that regard.

7. The TRANSFEREES hereby agree that on becoming the members of the said Society the TRANSFEREES shall abide by all single bye laws, rules and regulations adopted by the Society.
8. The TRANSFEREES after payment of full amount and after taking possession of the said Premises, shall be entitled to have, hold on the occupation and use of the said premises as the same is fit for occupation and the TRANSFEREES can hold the same for unto and to the use and benefit for themselves, their heir, executors, administrators and assigns for ever without any claim charges interest demand or lien of the Transferor or any person on his behalf or who may claim through him or in trust for him subject only on the part of the TRANSFEREES to pay the assessments, charges, duties or call made by the Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.
9. The TRANSFEROR hereby declares that he has paid and cleared all the liabilities towards Municipal

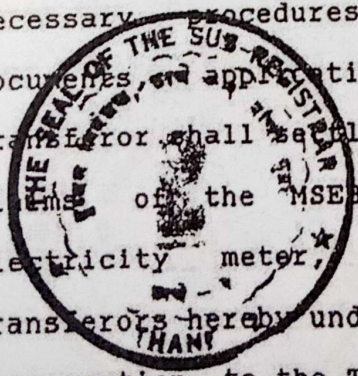


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Taxes, Electricity bills, society's maintainance and other charges, etc. due against the said Premises and shall indemnify and keep the Transferees indemnified in that regard absolutely and forever.

10. The Transferees shall pay and continue to pay the monthly maintenance charges and other outgoing charges in respect of the said Premises to the authorities concerned, regularly and punctually and keep the Transferor indemnified in that regard.
11. The TRANSFEROR shall obtain the necessary NO OBJECTION CERTIFICATE from The Amar Gian CO-OPERATIVE PREMISES SOCIETY LTD., for the effectual transfer of the Said Premises and the said Shares in the name of the Transferees.
12. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares, and benefits annexed to the said Premises as well as various deposits paid by the TRANSFEROR to the Said Society and other authorities.
13. The TRANSFEREE is bound to get the said premises and the Electricity connection legally transferred in their own names, after observing all the necessary procedures and get all the deed, documents, and applications etc. executed. The Transferor shall settle, and satisfy any disputes, claims of the MSEB in respect of the said Electricity meter, if any, and further the Transferor hereby undertakes to render his fullest co-operation to the TRANSFEREES for legal, full,



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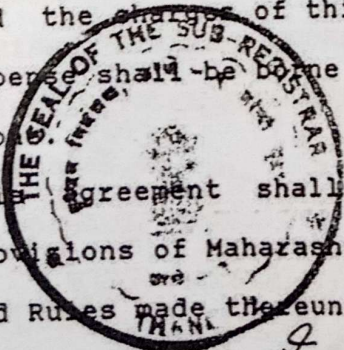
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perfect and effectual transfer of the said Premises and the Electricity connection in favour of the TRANSFEREES at the request and cost of the Transferees and further undertakes not to charge any extra consideration and/or charges etc. for the same. The Transferor shall indemnify and keep indemnified the Transferees in respect of all the outstanding bills, payments, etc. payable to the concerned authorities including the MSEB in respect of the said Electricity meter, till the date of delivery of the possession of the Said premises by the Transferor to the Transferee.

14. The Transferor hereby agrees to sign all necessary, papers, documents, deeds and swear affidavits and declarations as and when necessary for effective transfer of the said Premises in favour of the TRANSFEREES at the request and costs of the Transferees.
15. The Transferees shall indemnify and keep indemnified the said Society for any future charges from the date of this Agreement which shall accrue upon the said premises
16. It is mutually agreed by and between the parties that the charges of stamp duty, registration fees, and the charges of this agreements, and any other expense shall be borne and paid by the Transferees also
17. This Agreement shall always be subject to the provisions of Maharashtra Co-operative Societies Act and Rules made thereunder.



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SCHEDULE

ALL THAT PREMISES being Industrial Gala / Unit bearing No.D-246, admeasuring 357 Square feet, Carpet area, on the Second Floor of AMAR GIAN Co-operative Premises Society Ltd., standing on the plot of land bearing Survey No.98(Part), C.T.S.No.4B/2 and 5B/2, lying, being and situate Near S.T.Workshop, ^{L.G.S.Marg.} Khopat, Revenue Village Panchpakhadi, Thane (West) 400601, within the limits of Thane Municipal Corporation, Registration and Sub-Registration District of Thane.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to this writing on the day and the year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED
by the withinnamed TRANSFEROR
MR SHAILENDRA RAMCHANDRA ACHARYA
in the presence of....

1. (Ritesh Parmalal Tiwari)
2. (B.B. Dubc.) B.B. Dubc.

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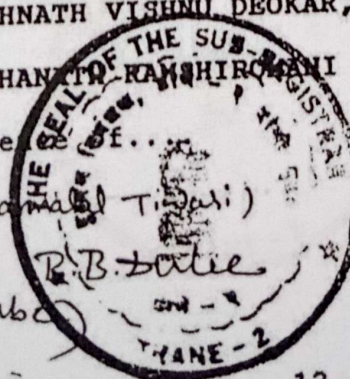
S.R. Acharya

SIGNED SEALED & DELIVERED
by the withnamed TRANSFEREES

- M/s.GLOBAL PHARMA,
through its Partners
- (1) MRS PAVITRI CHANDRAMANI TIWARI,
 - (2) MR KRISHNATH VISHNU DEOKAR,
 - (3) MR SIDDHANT RAMSHIRAMANI SINGH

for GLOBAL PHARMA
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Dals AL PHARMA
Partner
Partner

- in the prese
of....
1. (Ritesh Parmalal Tiwari)
 2. (B.B. Dubc.)



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१०/२००६

D/246

THE AMARGIAN CO-OPERATIVE PREMISES HOUSING SOCIETY LIMITED

(Registered under the M. C. S. Act, 1960) (Registration No. _____ Date 6-1-1988)

Regn. No. TNA(TNA)/GNL(C)/311/1987-88

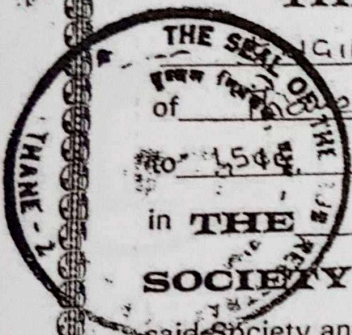
Serial No. 25/4

Authorised Share Capital Rs. 1,00,000/- Divided into 2000 Shares each of Rs. 50/- only

Member's Registration No. _____

Shree

THIS IS TO CERTIFY that Shri/Smt. Mrs. ~~Ramesh~~ SHARCON



_____ ENGINEERS

of _____ is the Registered Holder of [TEN] Shares from No. 1501

to 1546 of Rs. 500/- [Rs. FIVE HUNDRED ONLY]

in **THE AMARGIAN CO-OPERATIVE HOUSING**

SOCIETY LIMITED _____ subject to the Bye - laws of the

said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at THANE this 21st

Day of NOVEMBER 1988

Chiragun Nayagam
Chairman

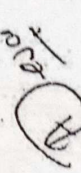
Shree
Hon. Secretary

Shree
Member of the Committee

P. T. O.

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Memorandum of the transfers of the within-mentioned Shares

Sr. No. of Transfer	Date of General Body / Managing Committee Meeting at which Transfer was approved	To Whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered	Sr. No. in the Share Register at which the name of the Transferee is recorded
1	2 M.C. meeting 21-6-1966 24-02-96 Chairman	3 शुभ शिवायेंद्रे मनोचन्द्र अच्युत Hon. Secretary	4 157	5 224  Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member



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FORM NO. 2

185

THANE MUNICIPAL CORPORATION
THANE

PLANNING AUTHORITY.

Commencement Certificate No. V.P. 1615.

Date 8/11/87

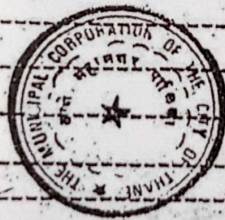
Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966) :-

TO, Shri/Smt. N.B. DHARMADHIKARI (Arch.)
For Shri/Smt. M/S. SYNTH FABRICS PVT. LTD. (Owner)

to MAKE INTERNAL CHANGES TO BUILDING 'A', EXTENTIONS, ADDITIONS & ALTERATIONS TO BUILDING 'C' & 'D' ON THE PLOT BEARING T. NO. 9, C.T.S. NO. 4B/2 & 5B/2 AT CAL. BAHADDUR SHASTRI MARG THANE AS PER YOUR AMENDED PLANS AND APPLICATION DATED 16/9/85

SUBJECT TO THE FOLLOWING CONDITIONS, viz. :-

THIS PERMISSION IS GRANTED IN CONTINUATION OF THE PERMISSION GIVEN UNDER V.P. NO. 1615 DATED 30/9/82.



सत्यप्रति
कार्यकारी-आयोजना
गृह विकास विभाग
श्री महानगरपालिका, ठाणे

2. This certificate shall remain valid for a period of one year Commencing on the date of its issue.

PLACE

DATE



For Administrator/Commissioner,
Thane Municipal Corporation, Thane.

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THANE MUNICIPAL CORPORATION

B.F. Municipal Corporation Act, 1949 Section 252, 254 and Rule No. 6 of the chapter XII of the said Act. :

Permit No. V.P. 1617

सत्यप्रदा Dated 8/11/87

Tika No. 0.

C.S. No. 4B/2.458/2

LAL BAHADDUR SHASTRI MARG
Thane.

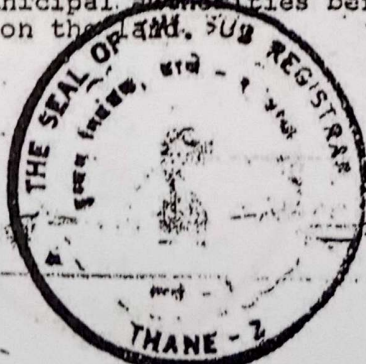
To, Shri/Shri/mti N.B. DHARMADHIKARI, (Arch)

FOR M/S. SYNTH FABRICS PVT. LTD. (owner)

With reference to your application dated 10/9/87 I have to inform you as follows :

You have been allowed to construct the works as per accompanying plans and on the following conditions, and on the land owned by you.

1. No projection is allowed on the Municipal Land.
2. No work is allowed within R.L. of Street.
3. Aqual or septic Tank privies should be constructed as per Govt. approved Plan.
4. It should be 50'-00" away from any well.
5. There should be two units of septic tanks.
6. The latrines should be provided with flushing apparatus and overhead tank.
7. The chamber should be provided with manholes and ventilating pipes having mosquito proof wire netting.
8. The effluent should be passed throughout a soakage pit.
9. The effluent should be of a standard composition.
10. Construction should not be occupied without obtaining the completion certificate.
11. The structural responsibility will be on the owner and the Engineer.
12. The RCC wall below G.L. should be constructed between wall and Aqual privy and just touching to the chamber.
13. No work should be carried on without obtaining the commencement certificate from the Municipality.
14. The work should be commenced within one year from the date of permission otherwise the permission will be lapsed.
15. The work should be carried out within the owner's land.
16. Rain water way shall have to be maintained to pass rain.
17. Pakka drain for waste disposal should be constructed upto municipal drain.
18. N.A. permission from the Revenue Authorities for the proposed work be obtained and produced before 7 days of the starting the constructions work.
19. The owner and the Architect or Engineer is responsible for construction.
20. Notice shall be given before 7 days of starting the construction.
21. Municipality is not responsible to supply water for domestic or any other use.
22. Intimation in writing, should be given to this office when the construction, particularly outer walls, reaches the plinth level and the construction should not be proceeded further unless and until the certificate is obtained from this office.
23. "The no objection certificate" from the tenants residing in the structure shown to be demolished should be furnished to the municipal authorities before lining out the proposed building on the land.



..2/-

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रजिस्ट्रार कार्यालय 10/11/87
20/12/87

