



Friday, December 14, 2007

12:21:33 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 9333

गावाचे नाव लोअर परेल

दिनांक 14/12/2007

दस्ताऐवजाचा अनुक्रमांक बबइ2 - 09284 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: वंसतराज उत्तमराज बिरावत . .

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), प्रस्तावनाची नक्कल (अ. 11(2)),	:	300.00
रुजवात (अ. 13) छायाचित्रण (अ. 13) -> एकत्रित फी (15)	:	
एकूण	रु.	30300.00

आपणास हा दस्त अंदाजे 12:36PM ह्या वेळेस मिळेल।

दुय्यम निबंधक  
मुंबई शहर 2 (वरळी)

बाजार मूल्य: 2932776 रु. मोबदला: 7500000रु.

भरलेले मुद्रांक शुल्क: 375000 रु.

दयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनीयन बँक, मु.

डीडी/घनाकर्ष क्रमांक: 048109, रक्कम: 30000 रु.; दिनांक: 12/12/2007

सह दुय्यम निबंधक  
मुंबई शहर क्र. २.

FRANKING DEPOSIT SLIP	
<b>ICICI BANK</b>	
Customer Copy	
Deposit Br.	Date : 04/12/19
Pay to : ICICI Bank Ltd. A/C Stamp Duty	
Franking Value	Rs. 37500/-
Service Charges	Rs. 10/-
Total	Rs. 37500/-
Name of Stamp duty paying party: Vasantraj Uthmanchand Birawat	
<b>Received With Thanks</b> Rs. 37,500/- Towards Paym. Stamp Duty	
DD / Cheque No.	264999
Drawn on Bank	HDFC Bank Ltd
(For Bank's Use only)	
Tran ID	27867
Franking Stamp No.	
Officer	

3

**SALE AGREEMENT**

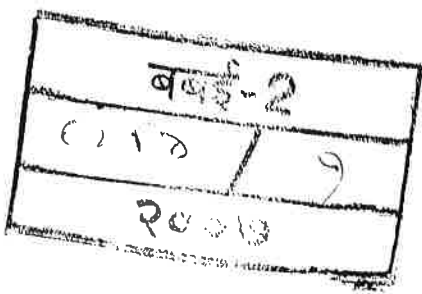


ARTICLES OF AGREEMENT made and entered into at Mumbai this 4<sup>th</sup> day of December in the Christian Year Two Thousand Seven BETWEEN Messrs. **Galentic Pharma ( India ) Pvt. Ltd.**, a Private Limited Company registered under the Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Samruddhi Venture Park, MIDC Central Road, Andheri ( East ) Mumbai – 400 093. 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 **Mr. Vasantraj U. Birawat**

For ICICI Bank Ltd.

Authorized Signatory  
Devidatta Dakhande

ICICI Bank Ltd  
30, Marathi Sevachar  
Mang. Fol. Mumbai-400001  
D-5: 2014-172042088-76



S. P. R. - 10/11  
*[Signature]*

शुद्ध 27867  
134305  
INDIA  
R. 03750  
STAMP DUTY

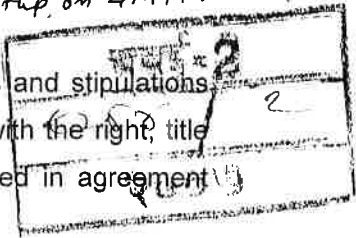
Rs. Three Lakh Seventy Five thousand

having its residence at 105/106 Deepak Jyoti Tower, G. D. Ambekar Marg, Kalachowki, Mumbai – 400 033. 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 4<sup>th</sup> 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. 75,00,000/- (Rupees Seventy Five Lacs Only) and upon terms and subject to the conditions appearing hereafter. *Area 980 Sq. Ft. Built up on 4th Floor*

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 :-

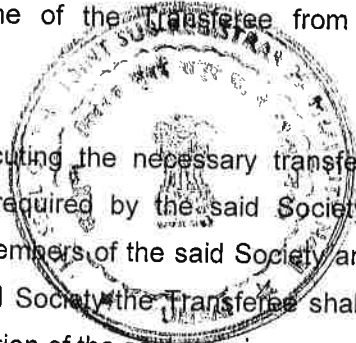


1. The Transferors have agreed to sell, transfer and assign unto the Transferee and the Transferee have agreed to purchase and acquire and take over and accept the transfer of the said 10 fully paid up shares of the face value of Rs. 50/- each issued by the said Society including the said

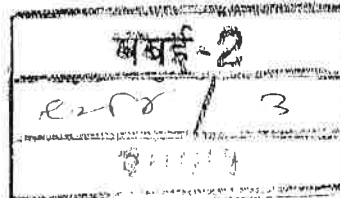
*S. H. D. P. O. T.*  
*[Signature]*

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. 75,00,000/- (Rupees Seventy Five Lacs Only) to be paid as hereinafter provided.

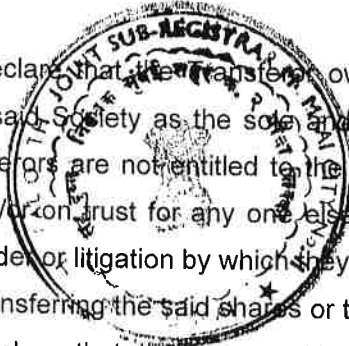
2. It is agreed that from the date of execution of these presents the Transferors shall not create any tenancy, sub tenancy, lease or licence in respect of the said premises and the Transferors shall not part with possession of the said premises with any third party and shall handover vacant possession thereof to the Transferee on the completion of the transaction.
3. 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.



5120 - A (1)  
*[Handwritten signature]*



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 any 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~~ ~~they~~ 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.



✓ *S. P. R.*  
*[Signature]*

2
2009

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 by the 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.

S. H. G. S. D. T. =  
*[Signature]*

पत्र-2
०२४ / १
२००७

SIGNED SEALED AND DELIVERED by )  
M/s. Galentic Pharma ( India ) 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 )  
12/11/2007 in the presence of )  
Mr. Bhupendra H. Sangani being the )  
Director who has signed in the presence )  
of .....

)  
S H R. - 1 (11)

SIGNED SEALED AND DELIVERED by )  
Mr. Vasantraj U. Birawat )  
being the Transferee )

)  
*[Signature]*

RECEIVED of and from the Transferee )  
a sum of Rs. 75,00,000/- (Rupees Seventy )  
Five Lacs Only) by Demand Draft )  
No. : 65097 dated 04-12-2007 and of Rs. )  
in full payment be paid by them to us as )  
mentioned within. )

) 65,00,000/- and cheque of Rs. )  
) 10,00,000/- no 911105 dt 04-12-2007 )  
) Rs. 75,00,000/- )

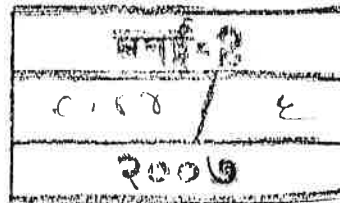
WE SAY RECEIVED

S H R. - 1 (11)

For M/s. Galentic Pharma ( India ) Pvt. Ltd.

WITNESSES :

- 1) *[Signature]* Puresh Shahi *[Signature]*
- 2) Jayprakash D. Khali - *[Signature]*



ट्रस्ट्युंडई भंडारणरपालिका  
 कः निर्धारण व कर संकलन खाते  
 प्राप्तता करणे देऊक ठरा पावती  
 अधिदान केल्यावर ही पावती मिळते

001  
 14-02

अधिदानाचा दिनांक	कोणत्या विभागात भरले	नोंदित मुदत	अवधीक मुदत

अधिदान घेणाऱ्याची खासरी  
 रोखीने/घनाद्वारे वटप्यासाठी भनाईसोने अधिदान मिळाले.

TWR NO	233	OF	2001-2002
संख्या क्रमांक	2001-2002	तारीख	30/03/2002
कातखंड	200121	या ताखेला पूर्वीची धकवकी	

विभाग क्रमांक: मार्ग क्रमांक, घागाची नाव, मासपत्रेचे वर्ग  
 कर्दावाची नाव

G/S 1017 (1D) 101D S.B. JADHAV MARG HOUSE AS INDUSTRIAL ESTATE SHAH AND N  
 AHAR A-I DHANRAJ MILLS LTD

दिनांक प्राप्त रकम	करपात्र मूल्य	करपात्रे दिलेले मूल्य	निवारी करपात्र मूल्य	अनिवारी करपात्र मूल्य	देऊक क्रमांक
01/10/2001-31/03/2002	4360305	0	0	4360305	300003

वर्तमानाचे देऊक मूल्य	वर्तमानाचे देऊक मूल्य	असतिसापण कर दर/एकक रु.	असतिसापण कर दर/एकक रु.	शिक्षण उपकर दर/एकक रु.	रा.शि. कर दर/एकक रु.	रोजगार एनी कर दर/एकक रु.	पुस्त उपकर दर/एकक रु.	पुस्त कर दर/एकक रु.
30,000	0	0	0	12.00%	12.00%	3.00%	0.50%	15.00%
427151	0	0	15.00%	170660	170660	42715	7119	213575
	0	0	213575		170660			

R निवारी करपात्र मूल्यावर NH अनिवारी करपात्र मूल्यावर  
 या पावतीत धकवकी अंतर्भूत नाही.  
 धकवकीसाठी वेगळी पावत घ्यावी

एवढा रकम	ग्राम करनिर्धारण दिनांक	या कारणासाठी घेतलेला रकम	आवक्याची रकम
2452672	01/10/1972	850858	1601814

अ. सध्यापुढे 0/9% आकारणी, व. सध्यापुढे 2/1% आकारणी, व. आकारणी कर करानिमित्ताने घेतलेली रकम यातून घ्यावी.  
 पावत कातखंडाची पूर्वीची देऊक मूल्ये सध्यापुढे आकारणी, सध्यापुढे घेतलेली रकम यातून घ्यावी.

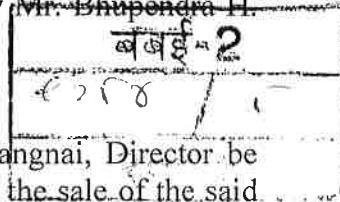
*[Signature]*  
 ल. शि. कदम  
 करनिर्धारक आणि संकलक



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 12<sup>TH</sup> NOVEMBER 2007 AT 4<sup>TH</sup> FLOOR, SAMRUDDHI VENTURE PARK, MIDC CENTRAL ROAD, ANDHERI (EAST) , MUMBAI – 400 093.**

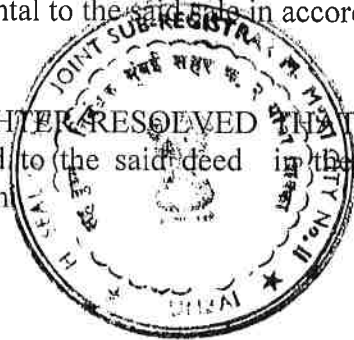
The chairman informed the board that the company was contemplating the sale of Office premises No.445, A-1, Shah & Nahar Ind.Estate, Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400 013 admeasuring approximately 980 sq.ft along with its furniture and its electrical fitting at an lump sum cost of Rs.75,00,000/- (Seventy five Lacs Only ) . The matter was discussed and it was resolved.

“ RESOLVED THAT the deed to be entered between the company and **Mr. Vasantraj U.Birawat** in connection with sale of above office premises along with its fixed furniture and its electrical fittings as per draft thereof submitted to this meeting be and is hereby approved and that such deed to be entered into and executed on behalf of the Company by **Mr. Bhupendra H. Sangani** , Director.



“FURHTER RESOLVED THAT Mr. Bhupendra H. Sangnai, Director be and is hereby authorized to complete the formalities for the sale of the said office premise to accept the terms & conditions, affidavits, applications, receipt and statutory forms or to do any such act necessary to execute or incidental to the said sale in accordance with the said deed.”

“FURHTER RESOLVED THAT the common seal of the Company be affixed to the said deed in the presence of the said Mr. Bhupendra H. Sangani



*Bhupendra H. Sangani*  
Director



**Shah & Nahar Industrial Premises (A-1) Co-operative Society Ltd.**

Regd. No. BOM/W/G-S/GNL/(O) 485/87-88 of 1987

Office (Gate No. 4), Shah & Nahar Industrial Estate, A-1, Dhanraj Mill Compound, Lower Parel, Mumbai - 400 013.

Phone No. : 494 21 43

Ref. No. \_\_\_\_\_

Ref : 445/2631/2000

Date \_\_\_\_\_

Date : 09/08/2000

M/s. Galentic Pharma (India) Pvt. Ltd.,  
445, Shah & Nahar Ind. Estate (A-1),  
Lower Parel, Mumbai - 400 013.

Dear Sir

This has reference to your letter dated 03/08/2000.

As per the agreement dated 29/12/1984 entered into between  
Developers, M/s. Shah & Nahar Associates and the Original buyer  
M/s. Pudiya, the area of the Unit No. 445 is 980 sq. ft. (Built-up).

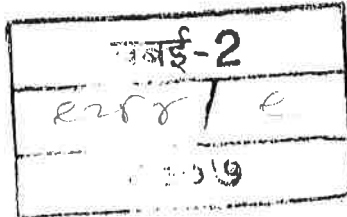
A copy of the floor plan of the fourth floor duly certified is enclosed.

Thanking you,

Yours faithfully,

For Shah & Nahar Ind. Premises (A-1)  
Co-operative Society Ltd.

Hon. Secretary.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

GALENTIC PHARMA INDIA  
PRIVATE LIMITED



10/03/1992  
AAACG2390L

*In case this card is lost, kindly inform return to  
Income Tax PAN Services Unit, (TINS)  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614*

*यदि कार्ड खो जाय या कृपया भविष्य का लीडर  
आपका पैन सेवा यूनिट, (TINS),  
प्लॉट नं. ३, सेक्टर ११, सी.बी.डी. बेलपुर,  
नवी मुंबई - ४०० ६१४*

२२५४ ७०



संपन्न लेखा संख्या

PERMANENT ACCOUNT NUMBER  
AACPB5785B



नाम (NAME)  
VASANTRAJ UTTAMCHAND  
BIRAWAT

पिता का नाम (FATHER'S NAME)  
UTTAMCHAND AMICHAND BIRAWAT

जन्म तिथि (DATE OF BIRTH)  
10-01-1950

पंजीकृत संस्था (REGISTERED ORGANIZATION)



आयकर अधिकारी (कंप्यूटर केंद्र)  
Commissioner of Income-tax (Computer Operations)



बवर्क-2  
C 1 0 0 2 2

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
AFIPK4366E



नाम / NAME  
JAYPRAKASH DHONDU KHATU

पिता का नाम / FATHER'S NAME  
DHONDU BHIKUSHET KHATU

जन्म तिथि / DATE OF BIRTH  
01-06-1955

हस्ताक्षर / SIGNATURE

आयकर निदेशक (पद्धति)  
DIRECTOR OF INCOME TAX (SYSTEMS)

व्यक्ति - 2
६२१४ / १२
२००७





12-12-2007

Not Over INF. 30,000.00 \*\*\*\*\*

PAY TO THE ORDER OF JOINT SUB REGISTRAR, MUMBAI CITY - II को या आदेशानुसार OR ORDER

रुपये RUPEES

Thirty Thousand only

₹. Rs. \*\*\*\*\*30,000.00

अदा करे

कृते यूनियन बैंक ऑफ इंडिया For Union Bank of India

यूनियन बैंक ऑफ इंडिया  
UNION BANK OF INDIA

COTTON GREEN - MUMBAI

351651

*[Handwritten Signature]*  
Authorised Signatories

प्रतिकृत हस्ताक्षर

⑈048109⑈ 400026030⑈

17

93

TRUOGRAPH CHARTS 444 9305  
VALID FOR SIX MONTHS FROM THE DATE OF ISSUE  
कोई कानून के तहत से छत्र मार्ग को लिए जाते हैं



14/12/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

बबइ2

दस्त क्र 9284/2007

7/8

12:23:07 pm

मुंबई शहर 2 (वरळी)

दस्त क्रमांक : 9284/2007

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	नाव: वसंतराज उत्तमराज बिरावत पत्ता: घर/फ्लॅट नं: 105, 106, दिपक ज्योती टॉवर, जी डी आंबेकर मार्ग, काळाचौकी, मुं 33 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव	लिहून घेणार वय 48 सही 	 58701 - 196796	
2	नाव: मे/- गॅलेंटिक फार्मा (इंडिया) प्रा लि लॉफ संचालक श्री भुपेंद्र एच सांगानी पत्ता: घर/फ्लॅट नं: 4था मजला, समृद्धी व्हेच्युअर पार्क, एम आय डी सी सेंट्रल रोड, अंधेरी, मुं 93 गल्ली/रस्ता: - ई-	लिहून देणार वय 63 सही 	 58701 - 196796	



सह दुय्यम निबंधक  
मुंबई शहर क्र. २.



दस्त गोषवारा भाग - 2

बबई 2

दस्त क्रमांक (9284/2007)

24

दस्त क्र. [बबई-9284-2007] चा गोषवारा  
बाजार भुल्य :2932776 मोबदला 7500000 भरलेले मुद्रांक शुल्क : 375000

पावती क्र.:9333 दिनांक:14/12/2007  
पावतीचे वर्णन  
नांव: वंसतराज उत्तमराज बिरावत . .

दस्त हजर केल्याचा दिनांक :14/12/2007 12:15 PM  
निष्पादनाचा दिनांक : 04/12/2007  
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी  
300 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 14/12/2007 12:15 PM  
शिकका क्र. 2 ची वेळ : (फी) 14/12/2007 12:21 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 14/12/2007 12:22 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 14/12/2007 12:22 PM

30300: एकूण

दु. निबंधकाची सही, मुंबई शहर 2 (वरळी)

दस्त नोंद केल्याचा दिनांक : 14/12/2007 12:22 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) जयप्रकाश धोंडु खातु, घर/फ्लॅट नं: 370 , ए 2 , शाह अँड नाहर इंड इस्टेट , मं  
13

गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -



2) अर्जुन एच आईट, घर/फ्लॅट नं: 14 ग्रेट वेस्टर्न बि , फोर्ट , मुं 23

गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -



दु. निबंधकाची सही  
मुंबई शहर 2 (वरळी)



प्रमाणीत करणेत येते की,

दस्तामध्ये एकूण.....२५.....पाने आहेत  
पुस्तक क्रमांक १, बबई-२/ २२५४/२००७  
नोंदला १४/१२/२००७  
दिनांक

सह. मुख्य निबंधक मुंबई शहर-२  
अपीलची सुनावणी करण्या खेरीब  
निबंधकाचे सर्व अधिकार अमलेत