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S. No. 22565 Date:03-12-2018

Sold to: RAMESH

S/o. LATE. NARSING RAO

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For Whom: GV DISCOVERY CENTERS PVT.LTD.

532003

K.SATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-025/2018 Plot No.227, Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad. Mobile: 9849355156

SALE DEED

This Sale Deed is made and executed at Hyderabad on this 5th day of December, 2018 by:

TATA CHEMICALS LIMITED (PAN No. AAACT4059M), a company incorporated under the provisions of India Companies Act, 1913, and having its registered office at Bombay House, 24 Homi Modi Street, Fort, Mumbai - 400 001 represented by its Authorized signatory Mr. Zareer F Gotla S/o. Mr. Framroze Gotla, aged about 52 years, R/o. 19/7, Malcolm Baug, Jogeshwari (West), Mumbai-400 102, having Aadhar No. 788107897291, hereinafter referred to as "Vendor" which expression shall unless the context otherwise requires, include its successors, nominees and permitted assigns of the First Part.

IN FAVOUR OF

G. V. DISCOVERY CENTERS PRIVATE LIMITED (Pan no. AAHCG4940K), a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at 5-4-187/3 & 4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad- 500003 represented by its director Mr. Soham Modi S/o. Late Mr. Satish Modi, aged about 49 years, R/o. Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad-500034, having Aadhar No. 3146 8727 4389, hereinafter referred to as "Purchaser" which expression shall unless the context otherwise requires, include its successors, nominees and permitted assigns of the Other Part.

For GV DISGOVERY CENTERS PVT. LTD.

Director

Page 1 of 8

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 78750/- paid between the hours of ______ and on the 05th day of DEC, 2018 by Sri Zareer F Gotla

Signature/ink Thumb Execution admitted by (Details of all Executants/Claimants under Sec 32A): Thumb impression Photo Address SI No Code SOHAM MODI (DIRECTOR) S/O. LATE SATISH MODI PLOT NO.280,ROAD NO.25,JUBILEE HILLS, HYD-BAD 1 CL SOHAM MODI (DIREC [1516-1-2018-8409] TATA CHEMICALS LIMITED. REP BY ITS AUTHORIZED SIGNATORY: ZAREER F GOTLA S/O. FRAMROZE GOTLA 2 EX 19/7,MALCOLM BAUG, JOGESHWARI WEST,MUMBAI TATA CHEMICALS LI [1516-1-2018-8409] Identified by Witness: Name & Address Signature Photo Thumb Impression K PRABHAKAR REDDY JAISWAL COLONY AMBERPERT K PRABHAKAR REDD K SRAVAN KUMAR 2 CHERLAPALLY GHATKESAR K SRAVAN KUMAR::0 [1516-1-2018-8409]

05th day of December,2018

Signature of Sub Registrar

Shamirpet E-KYC Details as received from UIDAI: Photo Address: SI No Aadhaar Details Aadhaar No: XXXXXXXX9204 Amberpet, Hyderabad, Telangana, 500013 Name: Kandi Prabhakar Reddy Aadhaar No: XXXXXXXX8426 S/O Mohan Rao, Ghatkesar, K.v. Rangareddy, Telangana, 501301 Name: Karsudi Sravan Kumar Aadhaar No: XXXXXXXX7291 S/O Framroze Gotla, 3 Jogeshwari West S.O, Mumbai, Maharashtra, Name: Zareer Framroze Gotla 400102

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CS No 8409/2018 & Doct No

Sheet 1 of 9



The Vendor and the Purchaser are hereinafter individually referred to as a **Party** and collectively as the **Parties**.

WHEREAS:

- A. The erstwhile Government of Andhra Pradesh by way of Government. Memo. No. 12983/Asn.III (3)/97-3 dated 17 October 1997 handed over the land admeasuring Acre 144-34 Gnts in Sy. Nos. 230-243 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (Erstwhile Ranga Reddy District) (Land) in advance in favour of Andhra Pradesh Industrial and Infrastructure Corporation Limited.
- B. Subsequently, the erstwhile Government of Andhra Pradesh by way of GO. No. 365 dated 6 September 2002, had authorised Andhra Pradesh Industrial and Infrastructure Corporation Limited to sell the Land in favour of Shapoorji Pallonji Biotech Park Private Limited.
- Pursuant to the above, the erstwhile Governor of State of Andhra Pradesh represented by Zonal Manager of Andhra Pradesh Industrial and Infrastructure Corporation Limited, by way of Deed of Conveyance bearing no. 9579/2004 dated 2nd November 2002, sold the Land to Shapoorji Pallonji Biotech Park Private Limited.
- D. The Director of Town and Country Planning of the erstwhile Government of Andhra Pradesh, Hyderabad by way of LR. RC. No. 2382/03/H2 dated 21 October 2003 have approved the tentative layout in favour of Shapoorji Pallonji Biotech Park Private Limited for development of the Land.
- E. Subsequently, Shapoorji Pallonji Biotech Park Private Limited, by way of Sale deed bearing no. 4344/2005 dated 13 July 2005, sold Plot No. 1A, admeasuring an extent 2.25 Acres, in Shapoorji Pallonji Biotech Park, Phase-1, situated in Sy. Nos. 234 and 235 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (Erstwhile Ranga Reddy District) to TATA Chemicals Limited.
- F. As a result of the above transaction, the Vendor became the sole owner and possessor of a land parcel admeasuring 2.25 Acres in Plot No. 1A, admeasuring an extent of 2.25 Acres, in Shapoorji Pallonji Biotech Park (currently known as "MN Science and Technology Park Pvt. Ltd."), Phase-1, situated in Sy. Nos. 234 and 235 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (Erstwhile Ranga Reddy District) (hereinafter referred as the "Schedule Property"). The details of the Schedule Property is further described in Schedule A and the plan is set out in Schedule B to this Sale Deed.

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For GV DISCOVERY CENTERS PVT. LTD.

Director

Page 2 of 8

Date:

05th day of December,2018

SI No	il No Aadhaar Details		Address: S/O Satish Modi, Khairatabad, Hyderabad, Telangana, 500034				Photo	
4	Aadhaar No: XXXXXXXX4389 Name: Soham Satish Modi							
Endo	rsement:		y, Tranfer Duty, R this instrument.	Registration Fee and	l User Charg	es are collected	as below in	
Description of Fee/Duty		In the Form of						
		Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
S	tamp Duty	100	0	629900	0	0	0	630000
Tra	nsfer Duty	NA	0	236250	0	0	0	236250
	Reg. Fee	NA	0	78750	0	0	0	78750
Use	r Charges	NA	0	100	0	0	0	100
	Total	100	0	945000	0	0	0	945100
on the	66150/- toward chargeable EC-18 of ,YE	value of Rs.	uty including T.D 15750000/- was p	under Section 41 of I paid by the party thro	S. Act, 1899 ugh E-Challa	and Rs. 78750/- n/BC/Pay Order I	towards Registra No ,752PTJ0412	ation Fees 18 dated

E-KYC Details as received from UIDAI:

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Signature of Registering Office

Shamirpet

- G. Vendor represent that the Vendor has clear and marketable title in respect of the Schedule Property and that the Schedule Property is free from any encumbrances, charge, third party claims, pending litigations or any land acquisition proceedings initiated by the Government, which have a bearing on the title of the Vendor on the Schedule Property.
- H. MN Science and Technology Park Pvt. Ltd., has issued a no objection certificate dated 30.11.2018 to the Vendor for the sale of the Schedule Property to the Purchaser.
- I. The Vendor is desirous of selling the Schedule Property to the Purchaser and on the representations of the Vendor, the Purchaser has agreed to purchase the Schedule Property for a total sale consideration of Rs 1,57,50,000/- (Rupees One Crore Fifty Seven Lakhs and Fifty Thousand Only) and utilize the Schedule Property for use in respect of activities associated with Biotechnology only.
- J. In light of the above, The Parties hereto having agreed upon the terms of this Sale Deed, have further decided to reduce the same into writing.

NOW, THEREFORE, in consideration of the mutual covenants, representations, terms and conditions and understanding set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), each of the Parties hereby agree as follows:

- 1. The Vendor hereby grants, conveys, sells, transfers and assigns the Schedule Property together with all appurtenances, constructions, improvements, estate, right, title, interest, whatsoever thereto belonging to the Schedule Property in favor of Purchaser.
- 2. The Purchaser has verified all documents pertaining to the title of the Schedule Property and having being satisfied with the same has purchased the Schedule Property.
- 3. The Purchaser shall utilize the Schedule Property for use in respect of activities associated with Biotechnology only, unless the Schedule Property located in MN Science & Technology Park has been declared as non-exclusive Biotech Park by appropriate authority.
- 4. The Purchaser undertakes to ensure compliance with such conditions as may have been set in MN Science and Technology Park, where the Scheduled Property is located.

For GV DISCOVERY CENTERS PVT. LTD.

Director

Bk - 1 CS No 8409/2018 & Doct No





- 5. The total consideration payable by the Purchaser to the Vendor for the purchase of the Schedule Property is Rs.1,57,50,000/-(the **Total Consideration**). Out of the Total Consideration, the Purchaser has paid the Total Consideration of Rs.1,57,50,000/-towards purchasing the Schedule Plot from the VENDOR, in the manner detailed below:
 - a) On 9-11-2018, an amount of Rs. 25,00,000/-(Rupees Twenty Five Lakhs Only) was paid as an advance by the Purchaser to the VENDOR, by way of RTGS Reference no.: 000000023264 from YES Bank, Begumpet Branch.
 - b) On 04-12-2018, an amount of Rs. 1,30,92,500/-(Rupees One Crore Thirty Lakhs Ninety Two Thousand and Five Hundred Only) was paid by the Purchaser to the VENDOR, by way of RTGS Reference no.: YesBR52018120459165690 YES Bank, Begumpet Branch.
 - c) On 04-12-2018, an amount of Rs 1,57,500/-(Rupees One Lakhs Fifty Seven Thousand and Five Hundred Only) was paid as TDS by the Purchaser.
 - The Vendor hereby admits and acknowledges the payment, sufficiency and receipt of the Total Consideration of Rs. 1,57,50,000/- in the manner set out above, to its full satisfaction.
- 6. In consideration of payment of the Total Consideration by the Purchaser, the Vendor hereby grants by way of absolute sale the Schedule Property unto the Purchaser by conveying right, title and interest in and above the Schedule Property unto the Purchaser enabling it and its successors to hold and to have the same for all times to come.
- 7. The Vendor has delivered the vacant physical possession of the Schedule Property to the Purchaser on the date of this Sale Deed and the Purchaser shall enjoy peaceful possession in and over the Schedule Property hereby conveyed as its absolute owner and the same shall be the enjoyed by the Purchaser without any obstructions or claims by the Vendor or by anybody claiming through him.
- 8. The Vendor hereby represents and warrants to the Purchaser as follows:

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- i. The Vendor is the sole and absolute owner and is in, and has been in, absolute, actual, physical and legal possession of the Schedule Property.
- ii. There are no litigations pending before any Court of law or authority with respect to the Schedule Property as on the date of this Sale Deed.
- iii. The Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Schedule Property.
- iv. The Vendor has the right and authority to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

For GV DISCOVERY CENTERS PVT. LTD.

Director

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BK-1 CS No 8409/2018 & Doct No





- v. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule Property which will, in any manner, affect or prejudice the rights of the Purchaser under this Agreement.
- vi. The Vendor has not done or suffered to be done or omitted any act, matter or thing in or respect of the Schedule Property which may render the same liable to forfeiture or which may contravene the provisions of any applicable laws now or hereinafter in force affecting the Schedule Property;
- vii. There are no dues in respect of any taxes or other statutory charges, including property tax, electricity charges, water bills, cess, society charges, maintenance charges etc., in respect of the Schedule Property, and that the Schedule Property is free form all kinds of demands, encumbrances and claims etc. from the revenue department or from the State of Telangana or Andhra Pradesh. In case any dues are found outstanding in respect of the Schedule Property which relate to a period prior to the date of this Agreement, it shall be the sole responsibility of the Vendor in this regard and the Vendor shall indemnify the Purchaser for any such claims.
- viii. The Vendor hereby assures the Purchaser that the Schedule Property is free from all kinds of encumbrances, charges, sales, gifts, mortgages and other court attachments etc.
- ix. The Vendor confirms and agrees that the Vendor is not restricted in any manner whatsoever from selling the Schedule Property to the Purchaser in the manner contemplated in this Agreement.
- No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule Property) has been received by or served upon the Vendor in respect of the Schedule Property.
- 9. The Vendor confirms and agrees that the Schedule Property conveyed is not an assigned land within the meaning of the provisions of the A.P. Assigned Lands (Transfer of Prohibition) Act, 1977 (Act 9 of 1977). Therefore, the prohibitory provisions of the said Act are not applicable to the Schedule Property..
- 10. The Vendor shall at all times hereinafter do, execute, and/or cause to be done all such acts, deeds and things whatsoever necessary for perfecting the title of the Purchaser or for further, better or perfectly assuring the Schedule Property in favour of the Purchaser.

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For GV DISCOVERY CENTERS PVT. LTD.

Directo

Bk-1 CS No 8409/2018 & Doct No Sub Registrar Shamirpet





- 11. The Purchaser shall be entitled to get the revenue records and all governmental records in respect of the Schedule Property mutated in its favour, and the Vendor shall provide assistance if necessary towards such mutation.
- 12. The Vendor declares that no part of the Schedule Property is an excess land, and therefore, there is no legal restriction or impediment in conveying and executing the Sale Deed in respect of the Schedule Property in favour of the Purchaser.
- 13. The cost of stamp duty and charges of registration of Sale Deed shall be borne by the Purchaser.

For and on behalf of the Vendor

TATA CHEMICALS LIMITED Represented by Mr. Zareer F. Gotla.

For and on behalf of the Vendee

GV DISCOVERY CENTERS PRIVATE LIMITED

Represented by Mr. Soham Modi

For GV DISCOVERY CENTERS PVT. LTD.

Director

Witnessed by:

1 Poreneany

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SCHEDULE A

All that the piece and parcel of land admeasuring 2.25 acres, bearing Plot No. 1A in Shapoorji Pallonji Biotech Park, Phase-1, under Sy. Nos. 234 and 235 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (Erstwhile Ranga Reddy District), Hyderabad, India, and bounded as follows:

NORTH: Plot No. 1 of the Biotech Park

SOUTH: Plot No. 3 of the Biotech Park

EAST: Boundary of ICICI Knowledge Park

WEST: Road No. 1 (North-South Road) of the Biotech Park

For and on behalf of the Vendor

TATA CHEMICALS LIMITED Represented by Mr. Zareer F. Gotla.

For and on behalf of the Vendee

GV DISCOVERY CENTERS PRIVATE LIMITED

Represented by Mr. Soham Modi

Director

For GV DISCOVERY CENTERS PVT. LTD.

Witnessed by:

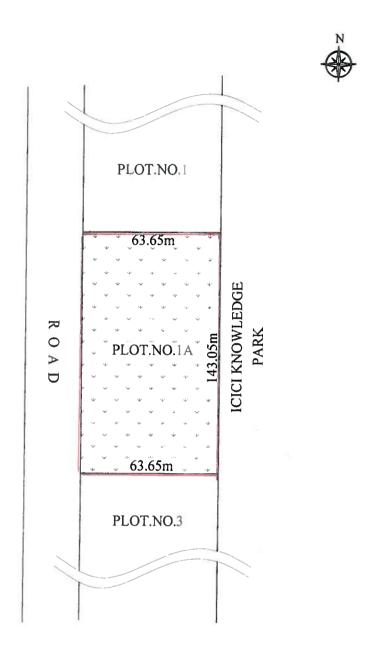
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SCHEDULE B PLAN OF THE SCHEDULE PROPERTY



For and on behalf of the Vendor TATA CHEMICALS LIMITED Represented by Mr. Zareer F. Gotla.

GV DISCOVERY CENTERS PRIVATE LIMITED

For GV DISCOVERY CENTERS PV

Represented by Mr. Soham Modi.

For and on behalf of the Vendee

Pro Capora

Director

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WITNESS

Bk-1-CS No 8409/2018 & Doct No







झारीर फ्रामरोझ गोटला Zareer Framroze Gotla जन्म तारीख/DOB: 18/04/1966 पुरुष/ MALE



7881 0789 7291 आधार, माझी ओळख

भारत सरकार





Address:

पत्ताः S/O फ्रामरोझ गोटला, १९/७, वाडिया बिल्डिंग, माल्कम बाग, एस. वी. रोड, जोगेश्करी वेस्ट स.ओ, मुंबई, महाराष्ट्र - 400102

S/O Framroze Gotla, 19/7, Wadia Building, Malcolm Baug, S. V. Road, Jogeshwari West S.O, Mumbai, Maharashtra - 400102

7881 0789 7291



भारत सरकार GOVERNMENT OF INDIA



ళోహాం సరీవ్ మోడి Soham Satish Modi పుట్టిన సం./YoB:1969 పురుమడు Male



3146 8727 4389



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా:

5/0: సతీప్ మోడి, ప్లేట్ నో-280, రోడ్ నో-25, పెర్గమ్మ

వేవాలయం దగ్గర జుబిలీ హిల్స్,

<u>వింకాబాద్, బంజారా హిల్స్,</u>

హదరాబాద ජංසු <u>ව</u>ූක්\$, 500034 Address:

S/O: Satish Modi. plot no-280, road no-25, near peddamma temple jubilee hills, Khairatabad, Banjara Hills, Hyderabad

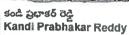
Andhra Pradesh, 500034

ఆధార్ - ఆధార్ – సామాన్యమానవుడి హక్కు

Aadhaar - Aam Aadmi ka Adhikar



and the second Government of India





పుట్టిన సంవత్సరం/Year of Birth: 1974 ವುರುಭುದು / Male

3287 6953 9204



ఆధార్ – సామాన్యుని హక్కు

నమోదు సంఖ్య / Enrollment No. : 1027/28203/00049

Kandi Prabhakar Reddy కండి ప్రభాకర్ రెడ్డి

2-3-64/10/24 1FLOOR KAMALA NILAYAM JAISWAL COLONY

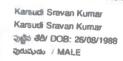
Amberpet

Amberpet, Hyderabad Andhra Pradesh - 500013

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Unique Identification Authority of India

ವಿರುಪ್ಟಣ మోహన్ రాన్, 2-3-73/124/110. వేంకట్రమాణ కాలోని, ఇండ్ర గ్రత కాల్పు, చిన్న చేరపల్లి, ఘట్కేవర్, కెలవి౦రంగారెడ్డి, Boomes - 501301

S/O,Mohan Rao, 2-3-73/124/110, Venkatramana Colony, Indra Grua Kalpu, Chinna Cherapally, Ghatke K.v. Rangareddy, Telangana - 501301

2861 4139 8426





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