

SCANNED

2063/2005

100Rs.

CS No.
2063



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

04AA 317926

Date : 11-04-2005 Serial No : 6,083 Denomination : 100

Purchased By :
M.RAMU

For Whom :
SHAPOORJI PALLONJI BIOTECH
PARK PVT.LTD.

S/O.M.VENKATESH
R/O.BEGUMPET.

BEGUMPET, HYD-BAD
DEED OF SALE



11/4/05

Madan
This Deed of Sale is made at Hyderabad this 15th day of APRIL, 2005 by **SHAPOORJI PALLONJI BIOTECH PARK PVT. LTD.**, a Company incorporated and registered under the provisions of companies Act, 1956 and having its Registered Office at A-13, Ground Floor, RK Niwas, Street # 3, Indian Airlines Colony, Begumpet, Hyderabad - 500 003, represented by its Director and Chief Executive, Mr. S. Dhawan (which *S/o late Madan Mohan Dhawan, Aged 54 yrs.* expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Successors and assigns) of the **FIRST PART.**

AND

Dr. N R K
DR. N. R. K. BIOTECH PRIVATE LIMITED, a Company incorporated/ constituted and registered under the provisions of the Companies Act, 1956 vide No. 44950 of 2004 and having its Registered Office at 502, Suraksha Souvenir, White Fields, Kothaguda PO, Hitec City, Hyderabad - 500 032, represented by its Managing Director, *Aged 57 yrs.* Dr. N R K Raju, S/o. Sri N A N Raju (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, its Successors and assigns) of the **SECOND PART.**

1

**For Shapoorji Pallonji Biotech
Park Pvt. Ltd.**

S. Dhawan
Chief Executive

వస్తువులము 2005 వ సం॥ పు

దస్తావేజు వేలము కా గిరముల సంఖ్య.....

ఈ కా గిరము వేలము సంఖ్య

సర్-రిజిస్ట్రార్

2005 వ సం॥ ఏప్రిల్ నెల..... 15 తేది

1987 వ. కా. శ. మే 19 మాసము..... 25 తేది

పగలు..... 1 మరయు..... 2 గంటలమధ్య

శామిర్పేట్ సర్-రిజిస్ట్రారు ఆఫీసులో

శ్రీ..... S. Dhawan

రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32-ఎ ను

అనుసరించి సమర్పించవలసిన ఫోటో గ్రాఫ్ మరియు

ఈ మొదలలో సహజం అలాచేసి చురుము

రూ..... N.L.లు చేయించినారు.

వ్రాసేయించినట్లు ఒప్పుకొన్నది

① ఎజమ బొటన ప్రిలు

Ahany



Ahany OCC: CEO, SP BIOTECH PARK.
S/o. M. MOHAN DHAWAN
A-13, RK NIWAS, ST#3,
J-A-COLONY, BEGTUMPET,
SECUNDERABAD (HYDERABAD)
500003

R. K. Raju, MANAGING DIRECTOR
S/o. N. A. N. RAJU
502, SURAKSHA SOUVENIR,
WHITE FIELDS, KOTHAGUDA PO,
HITEC CITY, HYDERABAD-32.

2 ఎజమ బొటన ప్రిలు

వికాసంచినది

① S/o K. Raja Mohan Rao.
(K. S. Shashidhar)

OCC: Head Finance & Company Secretary
Shapoorji Pallonji Biotech Park (I) Ltd.,

② S/o. N. Raghupathi Rao
(N. Venugopal)

Officer-Admn.
Shapoorji Pallonji Biotech Park (I) Ltd

2005 వ సం॥ ఏప్రిల్ నెల..... 15 తేది

1927 వ. కా. శ. మే 19 మాసము..... 25 తేది

సర్-రిజిస్ట్రారు
శామిర్పేట్

1. **WHEREAS**, pursuant to G. O. M's No. 365 dated 6-9-2002 issued by Industries & Commerce Department, Govt. of Andhra Pradesh (GoAP), a "Deed of Conveyance" was executed by "Andhra Pradesh Industrial Infrastructure Corporation Limited" (APIIC) (on behalf of GoAP) on 2nd Day of November 2002 (which has been registered in the Sub Registrar's office Shamirpet, Ranga Reddy Dist, Andhra Pradesh vide document No. 9579/2004) and consequent to which GoAP has transferred the possession of all that piece and parcel of land admeasuring Acres. 144.34 Gts. in Sy. Nos. 230 to 243 (SCHEDULED LAND) of Turkapally Village, Shamirpet Mandal, Ranga Reddy District for development of Phase-I of the Biotechnology Park to "Shapoorji Pallonji Biotech Park Pvt. Ltd." and hence the PARTY OF THE FIRST PART has become absolute and Lawful owner of all that piece and parcel of land and is thus competent to sell "the Said Plot" to the PARTY OF THE SECOND PART.
2. **AND WHEREAS** upon the application by the PARTY OF THE SECOND PART, THE PARTY OF THE FIRST PART have allotted to the PARTY OF THE SECOND PART, Plot No. 11 admeasuring 11471 Sq. Yards in Shapoorji Pallonji Biotechnology Park, Phase-I, *more particularly described in the schedule hereunder* and for greater clearness delineated in the plan hereto annexed as *Annexure I*, hereinafter referred to as "the Said Plot", for setting-up of an Industry for the manufacture /research of Biotech Products and/ or activities associated with or a service industry to the Biotech sector.
3. **AND WHEREAS** the vacant possession of "the Said Plot" was delivered to the PARTY OF THE SECOND PART on 12.JANUARY.2005.
4. **AND WHEREAS** THE PARTY OF THE SECOND PART while developing "the Said Plot" undertakes the following.
 - a. To comply with the provisions of all Town Planning and other local body(s) bye-laws and all other relevant laws and rules for the time being in force, as applicable to "the Said Plot" and not commit any breach thereof and indemnify and keep indemnified the PARTY OF THE FIRST PART and its successors at all times against all acts, suits, proceedings and prosecutions and all costs charges and expenses, losses, damages, fines and penalties incurred or suffered by the PARTY OF THE FIRST PART or caused to be imposed or levied upon or recovered from the PARTY OF THE FIRST PART for such act, commission, omission sufferance or breach by the PARTY OF THE SECOND PART.

**For Shapoorji Pallonji Biotech
Park Pvt. Ltd.**

Ahawan
Chief Executive

2063
 1వ పుస్తకము 2005 వ సం॥ పు
 దస్తావేజు మొత్తము కా గితముల సంఖ్య..... 19
 ఈ కా గితము వరుస సంఖ్య

సబ్-రిజిస్ట్రార్

1వ పుస్తకము 2005 సం॥ (శా.శ. 1927) పు
 2063 నెంబరుగా రిజిస్టరు చేయబడినది స్కాన్
 నిమిత్తం గుర్తింపు నెంబరు 1516- I-2063-2005
 ఇవ్వడవ్వెనది
 2005 సం॥ ఏప్రిల్...నెంబరు.....15.....తేది

సబ్-రిజిస్ట్రార్



- b. To take the possession of "the Said Plot" in "as is where is" condition and make no further demand for any development. Any further improvement or development inside "the Said Plot" shall be purely at the discretion of the PARTY OF THE FIRST PART.
- c. To commence the construction works on the allotted plot within a period of Twelve (12) months and complete the same within Thirty (30) months of signing of this Deed of Sale. If for any reason the PARTY OF THE SECOND PART fails to complete the construction within the agreed time period, including any reasonable extension granted by the PARTY OF THE FIRST PART, or fails to comply with the terms and conditions of this Deed, then the PARTY OF THE FIRST PART shall without prejudice to any other rights and remedies that may be available to the PARTY OF THE FIRST PART under the law or under these presents, forfeit the money paid for "the Said Plot", and exercise its right to cancel the allotment of "the Said Plot", without any further reference to the PARTY OF THE SECOND PART. In case of cancellation of the allotment, the PARTY OF THE SECOND PART shall not have any claim against the PARTY OF THE FIRST PART and the PARTY OF THE FIRST PART shall be free to deal with "the Said Plot" and re-allot "the Said Plot", to a Third Party, without obtaining any approval from the PARTY OF THE SECOND PART or without any let or hindrances from the PARTY OF THE SECOND PART.
- d. Before commencing construction work on "the Said Plot", to place before the party of the FIRST PART, the layout or the plans of the construction and that the party of the FIRST PART reserves the right to suggest such modifications or alterations as may be required in the common interest.
- e. To carry out at its own cost, charges and expenses in all respect any item of work for development of "the Said Plot", including obtaining Telecommunication Connections and Power Connection from the relevant authorities as per cost indicated by them.
- f. To pay the Water Connection Charges and deposit as indicated by the Hyderabad Metropolitan Water Supply and Sewerage Board
- g. No temporary or semi-permanent structure shall be built on "the Said Plot" except during the period of construction or reconstruction in future.

For Shapoorji Pallonji Biotech
Park Pvt. Ltd.

Ahwan
Chief Executive

2063

వ పుస్తకము 2005 వ సం॥ పు

దస్తావేజు మొత్తము కా గితముల సంఖ్య..... 10

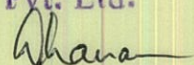
ఈ కా గితము వరుస సంఖ్య 3

సర్ రజిస్ట్రార్



- h. To provide the Basement level of the buildings above the road level, provided by the PARTY OF THE FIRST PART.
- i. To design the Sewer Lines and Water Lines in such a way that they are connected to the common lines provided by the PARTY OF THE FIRST PART to serve "the Said Plot".
- j. To make arrangements on their own, to drain the rainwater from "the Said Plot" into the common road drain provided by the PARTY OF THE FIRST PART.
- k. To ensure that, they shall not, at any time cause or permit any nuisance in or upon "the Said Plot" and in particular, shall not use or permit "the Said Plot" to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or emission of odor, liquid, dust, smoke, gas, noise vibrations or fire hazards or which may cause permanent damage to the land. The PARTY OF THE FIRST PART shall have full right to prohibit or regulate these matters at all times.
- l. To make its own arrangements to treat the solid/liquid effluents to the required standards of the Andhra Pradesh Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations, prevent fire hazards, and comply with the regulations in this regard.
- m. To bear the maintenance charges for the common amenities and facilities like; roads, drainage, sewerage, street lighting, security, etc., at such rates as may be fixed, by the party of the FIRST PART, from time to time, within 7 days of notice of demand.
- n. To keep the buildings already erected or which may hereafter be erected on "the Said Plot" insured, with an Insurance company against all risks including erection, fire, riot, lightning, explosion, earthquake, strike, storm, tempest, flood, war, malicious damage, theft, Third Party liability, etc and pay all the Insurance premiums, when due and maintain such insurance cover in full effect and shall not do, or omit to do, or be done, or permit any act, deed or thing, which might or could prejudicially vitae or affect any such insurance.
- o. To keep the building, premises and other structures clean, free from defect and in good repairs, at its own cost.

For Shapoorji Pallonji Biotech
Park Pvt. Ltd.


Chief Executive

2063

వ పుస్తకము 2005 వ సం॥ పు ...

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దస్తావేజు వివరము ఈ గితముల సంఖ్య.....

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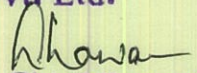
ఈ గా గితము వయసు సంఖ్య

సబ్-రజిస్ట్రార్



- p. From the date of purchase of "the Said Plot" to bear and pay the entire levy for the land, proportionate share of taxes and all other charges that may be required to be paid to any other public body or statutory authority in respect of "the Said Plot" and shall indemnify and keep indemnified the PARTY OF THE FIRST PART and its successors and assigns in respect of such non-payment.
- q. Provide access to the Party of the FIRST PART onto "the Said Plot" for the purpose of providing/maintaining some of the common amenities or services for the Biotech Park. No such request for access shall be of unreasonable nature and shall not effect or create any unjust interference or hindrances to the normal course of business of the PARTY OF THE SECOND PART.
5. **AND WHEREAS** THE PARTY OF THE FIRST PART has agreed to sell and THE PARTY OF THE SECOND PART has agreed to purchase as per terms and conditions of the Sale Deed, "the Said Plot" free from all encumbrances for a total consideration of Rs.40,76,000.00 (Rupees Forty Lakhs Seventy Six Thousand Only) and the Party of the FIRST PART has agreed to execute this Sale Deed as per request of the Party of the SECOND PART.

**For Shapoorji Pallonji Biotech
Park Pvt. Ltd.**


Chief Executive

2063
 వ పుస్తకము 2005 వ సం॥ పు ...
 దస్తావేజు మొత్తము కా గీతముల సంఖ్య
 ఈ కా గీతము వందల సంఖ్య

సబ్-రజిస్ట్రార్



NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

- I. In consideration of Rs.40,76,000.00 (Rupees Forty Lakhs Seventy Six Thousand Only) towards cost of "the Said Plot" having been paid to the PARTY OF THE FIRST PART by the PARTY OF THE SECOND PART the receipt whereof the Party of the FIRST PART hereby admits and acknowledges, the Party of the First Part doth hereby sell, grant, convey, transfer and assign unto The Party of the SECOND PART all that piece and parcel of land being "the Said Plot" in the Biotechnology Park Phase-I, *more particularly described in the Schedule hereunder* and for greater clearness delineated in the plan annexed hereto, together with all rights, title, easements and all other rights in any way appertaining thereto TO HOLD "the Said Plot" unto and to the use of Party of the SECOND PART absolutely and for ever. The PARTY OF THE SECOND PART shall use "the Said Plot" for the aforesaid purpose of putting up a factory or factories for research / manufacture of Biotechnology and or associated Products or services and for no other purpose. The PARTY OF THE SECOND PART agrees that it shall not put any structure or buildings other than a factory building or buildings.
- II. The PARTY OF THE FIRST PART assures the PARTY OF THE SECOND PLOT that "the Said Plot" is free from all encumbrances, charge, or obligations of any kind whatsoever and nobody else has any right, title or interest in "the Said Plot".
- III. The PARTY OF THE FIRST PART shall at the cost of the PARTY OF THE SECOND PART take all necessary steps and sign all applications, papers and or further documents for more perfectly assuring "the Said Plot" to the PARTY OF THE SECOND PART and for getting the name of the PARTY OF THE SECOND PART mutated in the Municipal and or Revenue records as the owner of "the Said Plot".
- IV. "That the PARTY OF THE FIRST PART has agreed to sell "the Said Plot" in favour of the PARTY OF THE SECOND PART only for the purpose of research / manufacture of Biotechnology Products and / or activities associated with or a Service industry to the Biotech sector and no change in the line of manufacturing activity shall be permitted.
- V. The PARTY OF THE FIRST PART covenants with the PARTY OF THE SECOND PART that if for any defect in the title of PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART is deprived of the whole or any part of "the Said Plot", the PARTY OF THE FIRST PART hereby undertakes to indemnify / or compensate the PARTY OF THE SECOND PART in full.

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వ పుస్తకము 2005 వ సం॥ పు ...
దస్తావేజు మొత్తము కాగితముల సంఖ్య 10
ఈ కాగితము వదల సంఖ్య 6

సర్ రజిస్ట్రార్



VI. Any outright sale of "the Said Plot" to another company or a Third Party (who shall undertake to use the plot for activities as given above) including any permanent structure thereon, by the PARTY OF THE SECOND PART shall be with the prior approval of the PARTY OF THE FIRST PART. THE PARTY OF THE SECOND PART shall make a written application along with a process fee equivalent to 5% of the prevailing sale value of the land. The consent shall not be unreasonably withheld by the PARTY OF THE FIRST PART, however, the PARTY OF THE FIRST PART shall have the first right to refusal for re-purchase of the allotted Plot, with the unit, if any, at the price agreed for transfer/ change of ownership. Further any change in the name or address of the Registered office or Administrative office of the party of the PARTY OF THE SECOND PART should be intimated to the PARTY OF THE FIRST PARTY within 10 days of the change.

VII. The Government of Andhra Pradesh has by issuing necessary Government orders vide G. O. Ms No. 434 dated 2/03/03 issued by the Revenue (Registration and Mandals) Department and G. O. Ms No. 32 dated 05/02/04 issued by the Panchayat Raj and Rural Development (PTS III) Department granted exemption from payment of Stamp Duty, Registration Charges or any other Duties/Levies on this Deed of Conveyance and any other documents to be executed between BOTH THE PARTIES and

VIII. The Government of Andhra Pradesh has by issuing necessary Government orders vide G. O. M 's No. 32 dated 5/02/04 issued by the Panchayat Raj and Rural Development (PTS III) Department granted exemption from payment of Transfer Duty on this Deed of Conveyance and any other documents to be executed between BOTH THE PARTIES.

IX. That the PARTY OF THE SECOND PART hereby consents and authorizes irrevocably the PARTY OF THE FIRST PART to execute further deed of cancellation and / or any other further deed or deeds and also to get the same registered for cancellation of this indenture and for any other purposes in the event of allotment of "the Said Plot" being cancelled by the PARTY OF THE FIRST PART for committing breach of any of the conditions herein before mentioned.

**For Shapoorji Pallonji Biotech
Park Pvt. Ltd.**

Shawa
Chief Executive

2063

వ పుస్తకము 2005 వ సం॥ పు

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దస్తావేజు మొత్తము కా గితముల సంఖ్య

7

ఈ కా గితము వరుస సంఖ్య

పబ్-రిజిస్ట్రార్

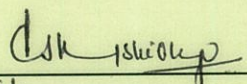
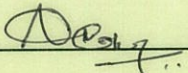


SCHEDULE OF PROPERTY REFERRED TO ABOVE

Plot No. 11 admeasuring 11471 Sq. Yards in Shapoorji Pallonji Biotech Park, Phase-I, being part of Survey Nos. 230 to 243 of Turkapally Village, Shamirpet Mandal, Ranga Reddy District, and bounded as follows:

NORTH	East - West Road <i>and</i> Plot No. 9 of the Biotech Park
SOUTH	Green Belt of the Biotech Park
EAST	Green Belt <i>and</i> Plot No. 7 of the Biotech Park
WEST	Green Belt of the Biotech Park

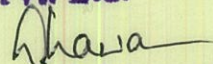
WITNESSES:

1. 
(K.S. shashidhar)
2.  (N. Venugopal)

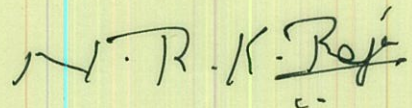
1. _____

2. _____

**For Shapoorji Pallonji Biotech
Park Pvt. Ltd.**


Chief Executive

For and on behalf of
**SHAPOORJI PALLONJI
BIOTECH PARK PVT LTD.
(FIRST PARTY)**



For and on behalf of
**Dr. NRK BIOTECH PVT LTD.
(SECOND PARTY)**

2063

వ పుస్తకము 2005 వ సం॥ పు ...

19

దస్తావేజు మొత్తము కా గితముల సంఖ్య ...

8

ఈ కా గితము వదుల సంఖ్య ...

సర్-...



Ph-1 2da

S. P. Biotech

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AREA STATEMENT			Sub-Station		Number of Taps	
12	PLUG 1				PLUG 41	
	PLUG 12				PLUG 42	
	PLUG 13				PLUG 43	
	PLUG 14				PLUG 44	
	PLUG 15				PLUG 45	
	PLUG 16				PLUG 46	
	PLUG 17				PLUG 47	
	PLUG 18				PLUG 48	
	PLUG 19				PLUG 49	
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Dr. MARK BIOTECH PVT. LTD.

For Shapoorji Pallonji Biotech
Park Pvt. Ltd.

have
Chief Executive

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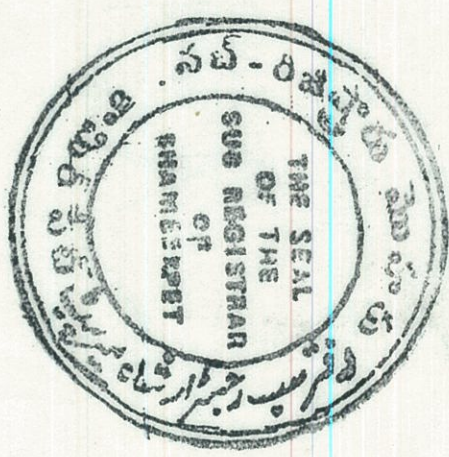
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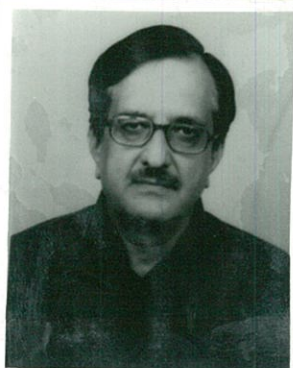
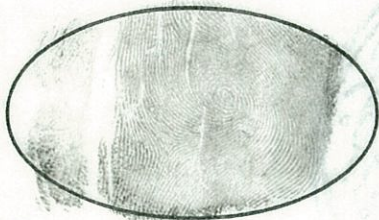


**PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32 A OF
REGISTRATION ACT, 1908**

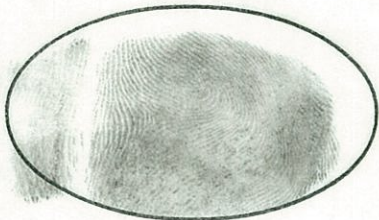
FINGER PRINT IN BLACK
(LEFT THUMB)

PASS PORT SIZE
PHOTOGRAPH

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER
BUYER



S. DHAWAN
A-13, RK NIWAS, ST#3,
I.A. COLONY, BEGUMPET,
HYDERABAD - 500003



Dr. N.R.K. RAJU
502, SURAKSHA SOUVENIR,
WHITE FIELDS, KOTHAGUDA
HITEC CITY, HYDERABAD-32

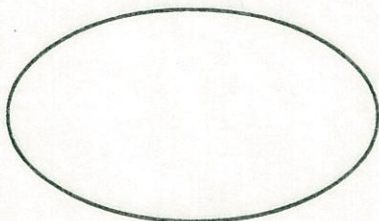


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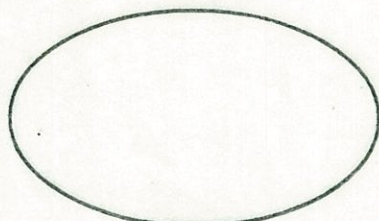


PHOTO
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WITNESSES

1. Shankar
2. Devi

For N.R.K. Biotech Pvt. Ltd

N.R.K. Raju
managing director
Vandee

SIGN OF EXECUTANTS :

For Shapoorji Pallonji Biotech
Park Road

S. DHAWAN
Chief Executive

2063

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