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C.S. NO 6343

9579/2004



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Shapoorji Pallonji Biotech Pvt. Ltd.

DEED OF CONVEYANCE

IN FAVOUR OF

Shapoorji Pallonji Biotech Park Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at # A-2, First Floor, Lane-1, Street No.3, Indian Airlines Colony, Begumpet - Secunderabad - 500 003. (hereinafter referred to as the "Transferee" which expression shall wherever the context so permits mean and include its successors and assigns) of the Other Part.

WHEREAS

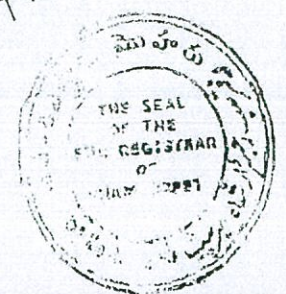
The Transferor is the absolute and lawful owner of the land admeasuring Acres 144.34 Gts. in Survey Nos.230 to 243 of Turkapally Vill. ge. Shamirpet Mandal, Ranga Reddy District, more particularly described in the 'Schedule of Property' and hereinafter referred to as "The said land". For

C. S. S. S.
Zonal Manager
A.P.I.C. Ltd; Moulali-Ah
HYDERABAD-500 040

Whanau
Authorised Signatory

18 సెప్టెంబరు 2002 నంబర్ 9574
 దస్తావేజు దిద్దుబాటు గా గిరిమల సరియ్య
 2002 నంబర్ 2

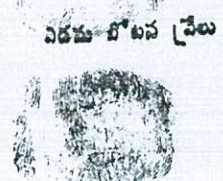
1824 నంబర్ 11 తేది
 పక్షి పుట్టినది మురియ 4 గంజిలమధ్య
 రిజిస్ట్రేషన్ - రిజిస్ట్రారు ఆఫీసులో
 శ్రీ. B. సత్యనారాయణ
 రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 - ఎ ను
 అనుసరించి సమర్పించవలసిన ఫోటో గ్రాఫులు కుదుర్చు
 పేరిమెట్రలతో సహా బాధ్యుడని సమర్పించు
 Nil / - - - - - లు చెల్లించినారు.
 వ్రాసినట్లు చూచుకొన్నది
 ఎడమ బొటన మీద



Presented vide No. 20/MU/Key
 dt. 2/11/02

Asst. Zonal Manager
 A.P.I.C. Mandali

S/o K. M. DHANAN
 C/O SP Bhadrachalam
 Secunderabad



వివాదించినది

Sanjay

Sanjay Kumar
 8-1-336
 Secunderabad

TAPAN DAS

S/o Hanidasa 402, Padma Nagar, Secunderabad

I have satisfied myself that to the ex-
 ception on this instrument by
 Sri. ~~K. H. N. S. W. A. R. O. P. A. C. H. A. R. Y. U. K. U. L. U.~~ Zonal Manager
 who is exempted from personal apper-
 eance U/S. 88 (1) of I. R. Act, 1908. A.P.I.C. Hyd.

2 తేది 2002 నంబర్ 2
 11 నంబర్ 1924 నంబర్ 11

In pursuance of a "Memorandum of Understanding" dated 20th June, 2001, validly executed between the Transferor and the Shapoorji Pallonji & Company Ltd., a Company incorporated under the Companies Act, 1913 with its registered office at 70, Nagindas Master Road, Fort, Mumbai - 400 001, it was inter-alia agreed that the parties would form a Joint Venture Company to carry on the business of development, construction, operation and maintenance of a Biotechnology Park in the State of Andhra Pradesh and pursuant to the same a project agreement dated 28.07.2001 and a shareholders agreement dated 23.08.2001 was executed and the Transferee company was incorporated.

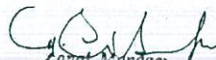
The Transferor vide Govt.Memo.No.12983/Asn.III(3)/97-3, dated 17.10.1997 handed over the advance possession of "The said Land" in favour of Andhra Pradesh Industrial Infrastructure Corporation Limited for establishment of industrial development area pending finalization of regular alienation.

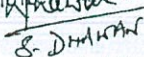
The Transferor Vide Govt.Memo.No.12983/Asn.III(3)/97-4, dated 19.11.1997 issued amendments to read as "Biotech Park" instead of 'Industrial Development area' and sanction was also issued vide G.O.Ms.No.865, dated 13.12.1999 to alienate "The said Land" on payment of Rs.2,00,000/- per acre.

The Secretary to Government, Industries & Commerce Department vide Letter No.21502/SSI-A1/97-16, dated 08.08.2001 informed the Vice Chairman & Managing Director of Andhra Pradesh Industrial Infrastructure Corporation Limited that the Transferor is promoting a Biotechnology Park and therefore as per the Memorandum of Understanding signed on 20.06.2001 "The said Land" was to be handed over to the Transferee in consideration of the Transferee allotting Equity Share Capital and Preference Share Capital in the Transferee company as described in the Memorandum of Understanding signed and therefore "The said Land" was handed over to the Transferee after completing the preliminary works and vide G.O.Ms.No.141, Revenue (Registration & Mandals) Department, dated 24.02.2001 orders were also issued exempting Stamp Duty and Registration Fee for any Conveyance.

The Transferor Vide G.O.Ms.No.365 dated 06.09.2002 authorized the Vice Chairman & Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited to transfer "The said Land" in favour of the Transferee.

Now therefore the Transferor as absolute owner of "The said Land" is desirous of granting, conveying, selling, transferring, assigning to the Transferee "The said Land" for the purpose of setting up a Biotechnology Park on the terms and conditions mentioned herein.


Anil K. Singh
A.P.I.I.C. Ltd. Noida-Ah
HYDRABAD-500 040

For SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD

S. Dhanraj
Authorised Signatory

~~SECRET~~

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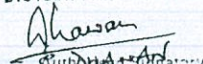
NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

1. In consideration of allotment of 1,86,800 Equity and 1,51,170 Preferential Shares of face value of Rs.10/- & Rs.100/- respectively in the Transferee company, the Transferor as absolute owner of the said land, does hereby grant, convey, sell, transfer, assign and assure unto and to the use of the Transferee which has the objective of setting a Biotechnology Park, all the estate, right, title, interests, lien, easements, claim and demand whatsoever of the Transferor, free from encumbrances into or upon the same and every part of the said land admeasuring Acres 144.34 Gts., in Survey Nos.230 to 243 of Turkapally Village, Shamirpet Mandal, Ranga Reddy District and more fully described in the Schedule of Property and the map annexed hereto, together with all rights hereto including any easements, licenses, etc., to have and hold the same unto and to the use of the Transferee absolutely and for ever without any interference from the Transferor or their representative.
2. The Transferor hereby represents and declares to the Transferee that:
 - (a) the Transferor is the absolute owner of "The said Land" free from any encumbrances, mortgage, charges, attachments, liens, sale, notices, gift or any other legal disability or defect in title whatsoever, and
 - (b) the Transferor has a clear and marketable title to "The said Land"; and
 - (c) the Transferor has valid and legal right, power, absolute authority and unfettered right to transfer "The said Land" and that there is no impediment or restraint or injunction against the Transferor from being able to do so; and
 - (d) the Transferor is fully competent under law to enter into this Deed of Conveyance and grant, convey, sell, transfer, assign and assure unto and to the use of the Transferee all the estate, right, title, interests, lien, easements, claim and demand whatsoever in "The said land"; and
 - (e) the Transferor has not entered into any Agreement to sell or Sale Deed or Deed of Conveyance or any other Agreements(s), of whatsoever nature, relating to the said land prior to the date of this Deed of Conveyance; and
 - (f) the Transferor has by issuing necessary Government orders granted exemption from payment of Stamp duty, Registration charges or any other levies on this Deed of Conveyance and any other documents to be executed between the Transferor and the Transferee; and
 - (g) the Transferor has paid and shall be absolutely liable and responsible to pay (if required to pay at a future date) all dues, demands, taxes, charges, payments, costs, and other such outgoings in respect of the said land to the concerned authorities upto the date of handing over of possession of land to the Transferee.

For SHAPORCHER PVT. LTD.
BIOTECH PARK, HYDRAB.


Local Manager
A.P.I.C. Ltd, Moulali
HYDERABAD 500 040

3


Authorized Signatory

1. పుస్తకమునకు వ సంఖ్య 9579
2. పుస్తకము గా గ్రహించిన సంఖ్య 7
3. పుస్తకము ముద్రా సంఖ్య 3

~~సర్టిఫికేట్~~



The Transferor further agrees that in the event of any of the above representations and warranties being found not true and/or if it is ever proved otherwise the Transferor shall be liable and responsible for the same.

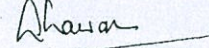
3. The Transferor further covenants that the Transferee shall hereafter be entitled to the quiet and peaceful possession and enjoyment of "The said Land" without any claim or demand whatsoever from the Transferor or any other person claiming under or through it.

4. The Transferor agrees to indemnify and save harmless the Transferee, its official(s) employee(s), agent(s), representative(s) in the event of there being any defect, deficiency or inadequacy in the title of the Transferor to "The said Land" or for any action or objection by any person or authority regarding the use and sale by the Transferor of "The said Land" and/or against any claims, demands, penalties, losses or damages, whatsoever that may be occasioned thereby or any hindrance or obstructions being caused in the quiet and peaceful enjoyment by the Transferee of "The said Land".

5. The Transferor further covenants that at the request and expenses of the Transferee do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring "The said Land" and every part thereof in the manner and for the purpose aforesaid according to the true intent and meaning of this Deed of Conveyance. The Transferee is entitled to get the mutation sanctioned in its favour on the basis of this Deed of Conveyance in the revenue record and the records maintained by the Municipal/Local authorities and/or other Governmental authorities.


Zonal Manager
A.P.I.I.C. Ltd; Moula-Ah
HYDERABAD-500 040

For SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD.


Authorised Signatory
S. DHANAN

1వ పుస్తకమునకు వ సం|| ను 9579
దస్తావేజు మొత్తము కాగితముల సంఖ్య 7
శ్లోకాగితము పురుస సంఖ్య 4

~~సం-9579~~



IN WITNESS WHEREOF the Transferor hereto has executed this Deed of Conveyance on the date and place mentioned first hereinabove.

SCHEDULE OF PROPERTY REFERRED TO ABOVE

Land admeasuring Acres 144.34 Gts., in Survey Nos.230 to 243 of Turkapally Village, Shamirpet Mandal, Ranga Reddy District, and bounded as follows:

- NORTH** : Bharat Biotech and Forest Land
SOUTH : Village Boundary of Lalgadi Malakpet
EAST : West Boundary of ICICI Knowledge Park
WEST : Village Boundary of Muraharipally

1. *Dr. F. KRISHNA KUMAR*
SY. ASST. ADIC
MOULALI
WITNESSES: 2. *(A.R.S. N. RAGU)*
SY. ASST.
2.0. Murali
 1. *Dr. (N. Venugopal)* Plot # 13/A
Shri Padma Venkateswara C.O., P.O. HVT-60, Dapur
HVT. 505.
 2. *Sanjay P. (Sanjay P. Jagtap)*
81-336, Room No. 1, Survey Nagar
Secunderabad - 3.

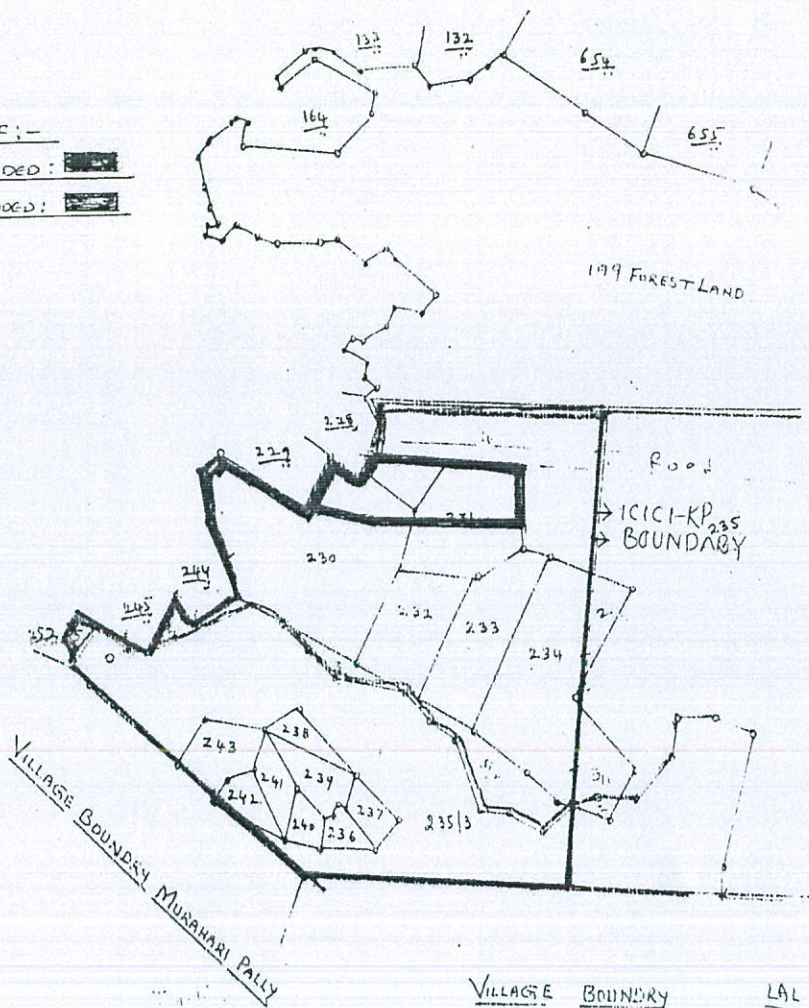
(Signature)
TRANSFEROR
SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD.
(Signature)
TRANSFeree
Authorised Signatory
S. DHANAN

1వ పుస్తకము 2004 వ సం॥ ము 9579
దస్తావేజు మొత్తము కాగితముల సంఖ్య 7
ఈ కాగితము వరుస సంఖ్య 5

~~సబ్ రిజిస్ట్రార్~~



REF:-
INCLUDED:
EXCLUDED:



S. DHAWAN
Authorised Signatory

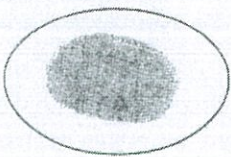
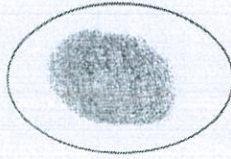
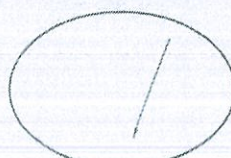
~~Deer~~
(Nivemayopol)
Sanyo L.R.
(Sanjy Lajors)

C. S. D. S.
Local Manager
A.P.I.C. Ltd; Moulali Ah
HYDERABAD-500 040

1. Chau
T. KRISHNA KUMAR
Sr. Asst. ADIC
MOLGA - G.
2. ASW
Sr. Asst
Zonal office, Madhavp.

1వ పుస్తకమునకు వ సం|| పు ...9579.....
దస్తావేజు మొదలము తా గికముల సంఖ్య.....7.....
శ్లోకా గికము వరుస సంఖ్య6.....



PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.			
Sl.No.	FINGER PRINT IN BLACK INK (LEFT THUMB)	PASS PORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/SELLER/ BUYER
			Ch. Vignayacharyulu Zonal Manager A.P.I.C. Ltd; Mouda-Ali HYDERABAD-500 040
			B. Satyanarayana Assistant Zonal Manager (D) A.P. Industries & Corporation Ltd Mouda-Ali, Hyderabad-500 040
			For SHAPOORJI PALLONJI BIOTECH PARK PVT. LTD. S. DHAWAN Authorized Signatory
		PHOTO	

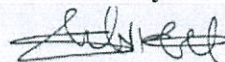
SIGNATURE OF WITNESSES
T. KRISHNA KUMAR
Sr. Asst. APIC
Mouda-Ali

SIGNATURE OF THE EXECUTANTS'S
S. Dhawan

Application No. : CC022104603341 Page 14 of 14

Verified by : M SUBBALAKSHMI
Application Number : CC022104603341

Certified by :



Name : SHESHAGIRI CHAND
Designation : SUB REGISTRAR
SRO : SHAMIRPET

Note : This is Digitally Signed Certificate, does not require physical signature. And this certificate can be verified at <https://ts.meeseva.telangana.gov.in> by furnishing the application number mentioned in the Certificate.