

LIST OF BOOKS

S R. No.

Ledger Page

Last Date for filling

Hydabad

District

High Court of Andhra Pradesh
Hyderabad.

W.P. No. 13879 of 200 2.

AGAINST

No.

of 200

On the file of the

M/S. Biological E. Limited.

Vs.

Govt. of A.P. & rep. by Secretary
Industries & Commerce
dept of another

Presented on :

Returned on :

Re-Presented on :

Admitted on :

C.M.P. No.

W.P.M.P.No.

Disposed on :

*Admit. with
pendency of W.P. does
not preclude the
Govt. from making order
on representation
VVSRJ
31/7/02*

VEDULA VENKATA RAMANA

B.Sc., LL.B.

VEDULA SRINIVAS

B.Com., LL.B., C.A. (1296)

ADVOCATES

Appellan

Counsel for Petitioner

Respondent

Counsel for Otherside :

Phone : 4076484

Super Market,

4-500 059.

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH:
AT HYDERABAD.

W.P.NO. _____ OF 2002

INDEX TO MATERIAL PAPERS FILED BY THE PETITIONER

Sl.No	Date & Description of the Document	Page Nos.
1.	24-06-1955—Lease Agreement in respect of Plot No.18/3	24 - 41
2	Sale deed in respect of Plot Nos. 18/1 and 19/3	42 - 52
3	19/12/1994—Government Memo. enhancement the premium and monthly rent.	53
4	15/10/1985—Government Memo. - clarification regarding date and mode of application of Memo.dt. 19/12/1984.	54 - 55
5	24/06/1997—Judgment in WA 759/1988 etc.	56 - 62
6	Azamabad Industrial area (Termination and Regulation of Leases) Act, 1992 (Act No. 15/1992)	63 - 78
7	06/04/1992—Rules framed in G.O.ms.No.155, Industries & Commerce Department.	79 - 126
8	01/09/1993—G.O.Ms.No.299 fixing the quit rent and premium	127 - 129
9	✓ Interim orders of the Hon'ble Supreme Court in CA No. 8853/94 and batch.	130 - 139
10 ✓	Status Report filed by the Government before the Supreme Court.	140 - 142
11	16/04/1996—Final Order of the Hon'ble Supreme Court in CA No. 8853, 8854 of 94 etc. batch	143 - 144
12	Act No. 1/2000 (Azamabad Industrial Area (Termination and Regulation of Leases) Amendment Act, 2000	145 - 150
13	20/02/2002—G.O.Ms.No.87 - Amendments to the rules framed in GO 155.	151-175
14	03/06/2002—IMPUGNED DEMAND NOTICE <i>with near typed copy along</i>	176 - 177
15	15/07/2002—Representation made by the petitioner against the impugned demand notice.	178 - 184

[Signature]
Counsel for the Petitioner

GOVT. OF HYDERABAD



Office of the

District Registrar Hyderabad-Dn.

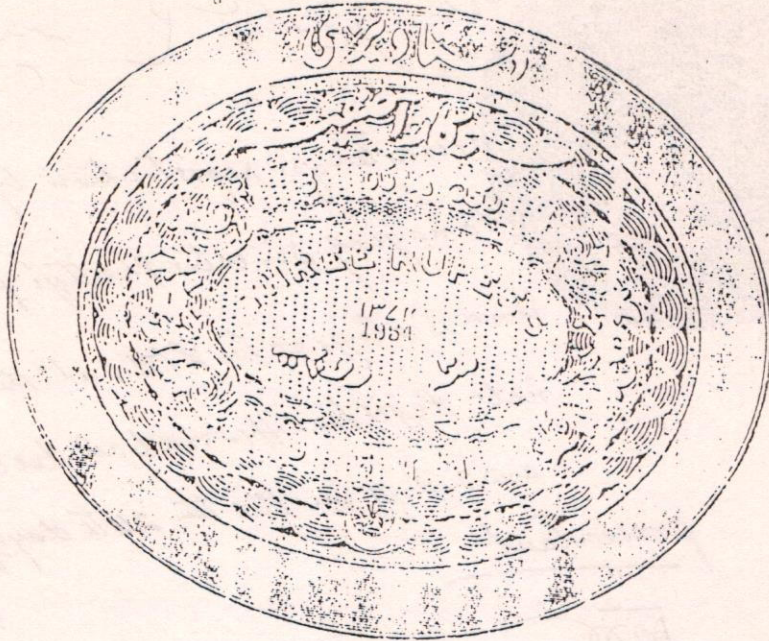
Sub Registrar _____

Nature of Instrument _____

Registered in Book No. _____ Vol No. _____ on pages _____ to _____

of the year _____ as Serial No. _____ Date _____

Receipt No. _____ Dated _____ Amount of Rs. _____



This Indenture made this Twenty first day of June One Thousand Nine hundred and Fifty Five ~~BETWEEN~~ the Secretary, Industrial Trust Fund, Hyderabad State, representing the Na. Pramkh, Hyderabad State in terms of General Administration Department Notification No. 519/G & D. SRC.30/50 - dated 20th November 1951, (hereinafter called "THE LESSOR" which expression shall unless excluded by or repugnant to the context be deemed to include the LESSOR, his successor in Office or the person or persons in whom the powers at present exercised by the Secretary, Industrial Trust Fund are for the time being vested by the Government of Hyderabad or the Central Government of Union of India, his or their successors and assigns) of the One Part and B.S. Shetty and having his Office at Hyderabad Part and hereinafter called "THE LESSEE" which expression shall unless excluded by or repugnant to the context be deemed to include the company named and its successors and assigns of the other part:

WHEREAS the Government of Hyderabad is the sole owner of the piece of land bearing Plot No. 18/3 of the Industrial Area, at Azamabad, Hyderabad and hereafter more fully described AND WHEREAS the said piece of land is free from all encumbrances and the LESSOR is entitled to grant a lease therefor for the term hereinafter mentioned and WHEREAS the Lessor has agreed with the Lessee to grant a lease to the Lessee for the period of NINETYNINE years of the said piece of land for the purposes of erecting thereon Factory for the manufacture of Pharmaceuticals and Biologicals and similar products and any other products or forms of PHARMACEUTICAL & BIOLOGICAL PRODUCTS and also any articles or things connected with such manufacture or business and other buildings required in connection with the manufacture of such goods and for the purposes of carrying on the business or manufacture of Pharmaceuticals and Biologicals products and such other articles and things as aforesaid in the said factory and buildings when erected AND WHEREAS possession of the said piece of land was given by the Lessor to the Lessee through

[Handwritten signature]



presented for registration by Shri B. S. Shetty,
Managing Director Shetty's Pharmaceutical
and Biologicals Ltd, at the office of the Dist.
ric Registrar Hyderabad between the hours
2 and 3 P.M on this the 24th day of June 1955.

presentant-

s/s Shri B. S. Shetty
Managing Director
Shetty's Pharmaceutical
and Biologicals Ltd
Hyderabad.
24-6-55.

The Secretary Industrial Trust Fund & Hy-
derabad has executed this deed as Lessor in
his official capacity. Execution admitted in
my presence as Lessee by Shri B. S. Shetty s/o B.
Subbanna Shetty, aged 47 years, resident of
Bombay at present Musheerabad Hyderabad.
The executant is identified by Shri Jai Ram
Naidu s/o P. R. Naidu, aged 37 years, Service
resident of Domalguda Hyderabad and by
Shri S. S. Kanath s/o S. V. Kannath, aged 25
years, Service, resident of Musheerabad.

P. T. O

The Lessor hereby agree that he will not add to or alter the said buildings and convenience either externally or internally without the consent in writing of the Lessor which consent may either be with-held or may be given by the Lessor on such terms (including the payment of charged rent or of a fine or premium by the Lessee) as the Lessor shall in his discretion think fit provided that plans, section elevations and specifications) and if or steel or reinforced concrete construction calculations for the construction of any additional buildings and conveniences or for any intended alterations thereto which shall indicate in figures the lengths - breadths and thickness of walls floors and scantlings of timber and state the description of the materials to be used shall have been submitted to and be approved by the Lessor before any such addition or alteration be commenced that a copy of every such plan and specification shall if required be signed by the Lessee and delivered to the Lessor and that every such plan and specification shall be strictly adhered to except so far as sanction in writing to any deviation therefrom shall be given by the Lessor and provided that in making any such additions or alterations as aforesaid all such directions as may be given by the Lessor or his Engineer (hereinafter as referred to as "the said Engineer" which expression shall where the context so admits be deemed to include the Superintending Engineer and his Deputy or Deputies Assistants for Assistants or any person from the time to time deputed by the Lessor to act for the superintending Engineer) shall be promptly complied with and provided further that upon receiving notice that any additions or alterations to the said buildings and conveniences or any portion thereof are not being constructed to the satisfaction of the Lessor or the Said Engineer, the Lessee will thereupon rectify the works or such portion thereof as may be necessary in accordance with such notice provided also that all notices. Consents and approval to be given under this Lease shall be in writing and (save as to such notices as are herein otherwise provided for) shall be signed by the Secretary, Industrial Trust Fund for the being or his Assistant as the case may be and also such notices.

Divisional Engineer No.11 Division, City improvement Board on 6-1-1255 F and the Lessee has been in possession and occupation thereof since that date and whereas the Lessee has erected the aforesaid Factory Building and other buildings on the said piece of land in accordance with approved by the Superintending Engineer of the Hyderabad City Improvement Board of the Hyderabad Government and by the Secretary to Government, Industrial Trust Fund. Now this Identing Witnesseth that in persuance of the said Agreement in consideration of a sum of O.S.Rs.2907-8-0 (O.S.Rupees Two thousand Nine hundred seven and eight annas paid by the lessee to the Lessor on 26-1-1355 F as a premium (the receipt whereof is hereby acknowledged) and in consideration of the rents and covenants hereafter reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth - hereby demise unto the Lessee - All that piece or parcel of land situated at Azamabad bearing Plot No. (181) / 3 of the Industrial Area at Azamabad, Hyderabad Deccan more particularly described in the Schedule hereunder written together with the Buildings and erections now erected and built thereon. And all rights easements and appurtenances belonging to the said premises to hold the said premises unto the lessee for the term of 99 years commencing from 26-1-55 corresponding to the Lessee hereafter yielding and paying for the said land plot No. 118 / 3 during the said term the yearly of O.S.Rs.116/4 clear of all deductions on the first day of every year and also yielding and paying unto the Lessor in the event of and immediately unto the said term being determined by re-entry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year unto the day of such re-entry and the Lessee doth hereby covenant with the Lessor that the Lessee will during the said term pay at the office of the Lessor the yearly rent here before reserved upon the days and in manner aforesaid and will also pay all rates, taxes, charges, assessments and outstandings now payable or heréafter to become payable in respect of the said plot No.18 / 3 and any buildings for the time being

Assistant as the case may be and also such notices shall either be delivered to the Lessee or any one of them or be sent at their usual or last known place of residence or business in Hyderabad (Deccan) or shall be left on the premises hereby demised AND the Lessee DOTH HEREBY FURTHER COVENANT with said Lessor that the lessee will both in the completion of the said buildings and conveniences and at all times during the continuance of this demise observe and confirm to all such rules and regulations of the Lessor or the Municipality of Hyderabad (hereinafter referred to as "the said Municipality") as may be in force for the time being relating to buildings AND WILL make all drains on the said premises to the satisfaction of the Lessor and the said Municipal and the Chief Inspector of Factories of the Hyderabad Government and send all such drains into any drains or sewer which may be hereafter constructed in any street adjoining the said premises according as they may be directed by the Lessor or the said Municipality and shall to the satisfaction of the Lessor and the Municipality and the said Chief Inspector of Factories arrange at his own cost to dispose of such of the Factory refuse as may not be allowed to be drained in to the public drains and the Lessee DOTH HEREBY FURTHER COVENANT with the Lessor that the Lessee will at his own expense maintain and keep in repair the drains sewers and gutters leading from the said buildings and premises in accordance with the Hyderabad Factories and the Hyderabad Municipal Acts and any legislative amendment or re-enactment thereof and the Bye-Laws thereunder for the time being in force without requiring any Notice in that behalf from the Lessor or any other person or persons whomsoever AND ALSO will throughout the said term hereby granted at his own expense when needed shall require and whether called upon by the Lessor so to do or not well and substantially repair support pave cleanse and keep in good and substantial repair (including all usual necessary internal and external painting colour and white washing) to the satisfaction of the Lessor or the said Engineer the said premises and buildings and the walls pavements drains and fences ~~thereunto~~ PROVIDED ALSO that if the Lessor shall

- 5 - 8

15 days after called upon to do by the Lessor commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for the Lessor to enter upon the demised premises and execute such repairs and works and the costs thereof shall be a debt due from the Lessee to the Lessor and forthwith recoverable under I.T.F. Rules for debt recovery or under Government claim regulations by action and the Lessee DOETH HEREBY FURTHER COVENANT with the Lessor that the Lessee will leave and at all times during the continuation of this demise keep open and unbuilt upon the land and ground indicated by the colour (RED) on the Plan hereto annexed and also will at all times keep such open land and ground in a clean and tidy condition AND also will permit the Lessor or his Officers and all workmen or others employed by him or them at any time when occasion shall require during the term hereby granted in the day after twenty four hours previous notice to enter into and upon the said demised premises and the buildings thereon to view the conditions thereof and of all defects and wants of repair there found to give or leave notice in writing on or at the said premises by the said lessee to repair the same within three Calendar months next after such Notice within which said time the said Lessee will repair and make good all such defects and wants of repair as aforesaid to the satisfaction in all respects of the Lessor or the said Engineer AND ALSO will not cut or main any of the Principal walls of the buildings for the time being on any part of the piece of ground hereby demised or make or permit to be made any alternations in or additions to the said buildings either externally or internally or in the architectural design or decoration thereof without the previous consent in writing of the Lessor for that purpose first had the previously contained in writing AND ALSO will not with the previous consent in writing of the Lessor use or permit the

said premises or any part thereof to be used for any purpose whatsoever other than Pharmaceutical and Biological Chemicals Products AND ALSO THE LESSEE will not do or cause suffer to be done upon the said premises any act which shall in the judgment of the Lessor be or grow to be a nuisance or a disparagement annoyance or inconvenience to the Lessor or to do the Lessees or tenants of any neighbouring premises AND the said Lessee DOTH at any time during the continuance or this demises affix or display or permit to be fixed or displayed on the said demised premises or on any part thereof or on the roof for external use of any building or erection for the time being thereon any signboards, skysigns or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the Lessor shall have previously been obtained and unless any such signboard, skysign or advertisement permanent or temporary attachments shall have been previously approved by the Lessor or the said Engineer AND the said Lessee DOTH HEREBY FURTHER COVENANT with the Lessor that the Lessee will throughout the said term keep all and every building or buildings already erected or which may be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and of the Lessee to the full insurable value thereof against loss or damage by fire in some respectable Insurance Office to be approved of by the Lessor for the time being and when thereunto required will produce the current year's receipt for the premium of such insurance to them or him AND ALSO will as often as the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire lay out under the direction of the said Engineer all the moneys which shall be received by virtue of any such insurance in re-building or repairing the premises destroyed or damaged AND if such moneys shall not be sufficient for re-building and reinstating the same, the Lessee will



- 7 - 8 -

at his own cost rebuilt or reinstated the said building under the direction and to the satisfaction of the Lessor or AND whenever during the said term the said buildings or any part thereof, respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate the same under the direction and to the approval of the Lessor and will continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise has happened AND also will at the expiration or sooner determination of the said term (subject to the proviso hereinafter contained entitling the Lessee to remove the buildings standing on the demised land in the event hereinafter mentioned) quietly deliver up to the Lessor the said demised premises tother with all buildings & erection which shall have been built thereon during the said term in such good and substantial repair and condition and so maintained, paved & cleansed as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained AND that the Lessee shall not during this demise shall assign the hereby demised premises without the consent in writing of the Lessor first obtained to such assignment and that every such assignment shall within one calender month after the date of registration thereof by the City Registrar of Hyderabad be left at the Office of the Lessor in order that the same may be registered in his books and in case the Lessor shall deem it necessary or advisable to take legal advice as to whether such assignment is in order and should be registered then the Lessee shall forthwith on demand pay the Lessor all costs which he may incur in and about the obtaining such advice as aforesaid PROVIDED ALWAYS AND IT IS HEREBY AGREED that is and whenever any part of the rent hereby reserved shall be in arrear for the space of 90 days whether the same shall have been legally or formally demanded or not and

covenants by Lessee herein contained the Lessor may re-enter upon the said premises or any part thereof and immediately thereupon this demise and all rights of the said Lessee hereunder shall absolutely determined AND the Lessor DOETH HEREBY COVENANT with the Lessee that the Lessee performing and observing all the covenants hereinbefore contained may held and enjoy the said premises during the said term without any interruption by the Lessor or any person claiming under him AND IT IS HEREBY AGREED AND DECLARED by and between the said parties to these presents that the said Lessee shall be at liberty during the last three months of the term hereby granted provided he shall have observed and performed all the covenants and conditions herein contained and on the part of the Lessee to be observed and performed to remove at his own expenses in all respects the buildings erected by him upon the demised premises on the express condition which is hereby agreed to on the part of the said Lessee that such removal is completed and the ground cleared, levelled and restored to a good state and condition to the satisfaction of the Lessor before the expiration of the term hereby granted PROVIDED LASTLY AND IT IS HEREBY AGREED AND DECLARED THAT the Lessor and other Lessees tenants and employees if duly authorised by him to do so shall be at liberty at all times and from time to time hereafter to make construction and use Railways Sidings and Tramways and to construct any building of every description whether warehouses, Factories, Foundaries or otherwise on the surrounding lands and either in such buildings or otherwise to manufacture store handle gin garble and deal with goods and product of every description whether mineral, vegetable or otherwise and to carry on any business connected with or incidental to the trade of the City of Hyderabad or manufacturers or commerce thereof AND shall also be at the liberty to alter or raise the height of any building on the said surrounding lands notwithstanding that by reason of any

- 19 - 8 -

of the matters above referred to or any nuisance or annoyance arising therefrom the light and air of the view or prospect or the convenience or comfort nor or thereafter to be enjoyed by the Lessee in respect of the premises hereby demised or the building now or hereafter erected thereon may be affected AND no claim whatever by way of compensation shall be made in respect of any such matters.

IN WITNESS WHEREOF THE LESSOR and the LESSEE have hereunto set their hands and seals, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that piece of land containing by admeasurement 1.163 acres or thereabouts bearing Plot No. 18/3 in the Industrial Area of Azamabad and bounded on the

North by 34 ft. Main Road.
East: Plot No. 7/2 and Tank
South: 7/1 Plot Swastic Bobbin Company.
West: 34 ft. Wide Road.

Signed, sealed and delivered by the Secretary, Industrial Trust Fund, Government of Hyderabad in pursuance of Power of Attorney executed by the Hon'ble the Trustees of the Industrial Trust Fund, Government of Hyderabad.

W. S. K.
Secretary,
Industrial Trust Fund.

Signed, sealed and delivered by the abovementioned Secretary, I.T.F. Department, Hyderabad in presence of

SIGNED, SEALED & DELIVERED by the abovename:

[Signature]

In the presence of

[Signature]
T. R. N. Nanda

Occupation Civil Engineer

Address: The I.T.F. Co. Operational T. S. S.

28/1/55, Station Road

[Signature]

(D. S. Kanakar)

Occupation. Manager

Address: R. S. Kanakar

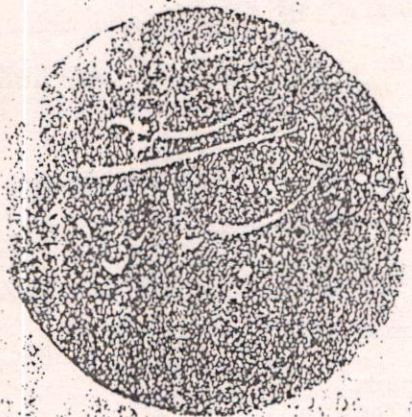
Biological

Musli

0.10

Corrections:—

Page (1) line (1) Word "February" struck off and
"June" inserted
do line (13) Word "Mys" struck off and "Mr."
inserted





SALES DEED.

CONVEYANCE DEED.

Conveyance executed at Hyderabad Deccan this the 7th day of April 1957 by (1) P.A. Desai son of A.C. Desai aged about 42 years, occupation business, Resident of Bombay, staying at present at 59, Agapura Hyderabad-Deccan and (2) B. S. Shetty son of Subbanna Shetty aged about 49 years occupation business, Resident of Bombay staying at present at Mushirabad, Hyderabad-Dn., herein after referred as "Vendors" which expression shall include their heirs, executors, administrators, assignees etc., of the one part; in favour of the "Biological Products Private Ltd." carrying on the business under the said name and style with its head office at Bombay, and branch office at Sanatnagar, Hyderabad-Dn., herein after referred to as "the Purchaser" which expression shall include its Agents nominees, assignees etc., of the other part.

Whereas the Vendors are the full and absolute owners of plot No. 18/3, and the structure thereon situated at Industrial Area, Azamabad, Hyderabad-Dn., bounded by the north by a road, South by plot No. 7/1 East by plot No. 18/4 and on the west by road and more particularly delineated in the plan annexed hereunto,

And Whereas the above said plot No. 18/3 was obtained by one Gopaldas Devji from the Industrial Trust Fund on lease; and a structure was constructed somewhere on or about 26-1-1955 P., as per plans approved by the concerned authorities. However, in the meanwhile the Jodhpur Commercial Bank Ltd. had filed a suit before the Session Judge, Secunderabad and had obtained an order for attachment before judgement; which later in the execution proceedings bearing No. 6/3, the whole property was auctioned through City Civil Court wherein Vendor No. 1 purchased for I.G. Rs. 12,500/- the said property and accordingly a sale Certificate was issued by the additional Judge City Civil Court dated 4th January 1956, in respect of the said structure and the lease interest thereunder:

B. S. Shetty
B. S. Shetty

P. A. Desai
P. A. Desai

نام خریدار: مستور علی
 نام فروشنده: مستور علی
 قسط: 520 / 990/-
 تاریخ: 23/4/57
 محل: قطعه زمین 520 رقبی - 990/-

تقدیر: بجای ملک مانده مقرر رقبی - 1110/-
 و قسط دوم زمین 520 رقبی - 120/-

PK. T. M.

23/4

23/4

Presented for registration at 2..... P. M. on the
 25th day of April 1957 in the Office of the

Dist. Registrar of Hyderabad Dist. by Sri P. A. Desai

Vide Cash Memo No (322) D. 25/4/1957. Fees Paid Rs. 844.50 P

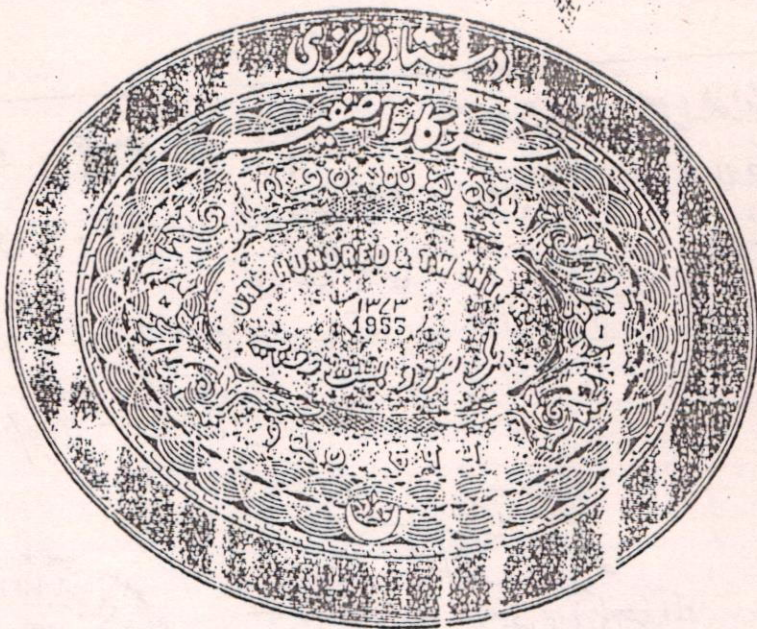
Plans of the land sold are enclosed herewith.

S. P. Desai
 presenter

District Registrar
 Hyderabad-Dist.

Execution and receipt of full consideration
 viz 9931500/- (Rupees thirty one thousand
 five hundred only) before registration of
 this deed, admitted and acknowledged by
 (1) Sri P. A. Desai s/o A. C. Desai, aged 43
 yrs. businessman, residing at Joo more Bungalow
 Jogore Road Bombay at present (454) Agbapma
 Hyderabad On 23/4/57 B. R. Setty s/o B. Subbanna

Sale deed of premises. Consideration 1.6 Rs. 31,500/-
 Stamp duty paid 0.5 Rs. 1110/- (A. C. Desai)
 Reg. fee 207.50
 630.00
 0.50
 844.50 (A. C. Desai)



And where as, during the pendency of the Court proceedings, and long before the said auction, Gopaladas Devji died; whereupon his legal representatives were brought on record and the court proceedings were continued. However, the lease interest remained untransferred in favour of said Gopaladas Devji, for one reason or other; and in the mean time B.S. Shetty came in possession of the said property, who in turn managed to get the lease interest transferred in his favour through the Industrial Trust Fund per Registered lease deed dated 24th June 1955. But the said lease deed erroneously and by oversight stated the structure to have been constructed by the Vendor No.2.

And Whereas, Vendor No.1 purchased through Court only the Structure on plot No. 18/3 and similarly Vendor No. 2 purchased only the lease in the plot No.18/3, but however some errors have crept in both the documents and now with a view of avoiding complications both the Vendors have agreed to transfer their interest in favour of the Purchaser; in consideration of and for the reasons mentioned hereinafter.

And whereas, Vendor No. 1, is ready and willing to sell the above said structure with appertinences etc. for I.G. Rs.14,000/- inclusive of court expenses and the Vendor No. 2, is desirous of selling the lease hold interest in the said plot, whereon the structure is standing for a sum of I.G. Rs. 17,500/- and the said purchaser is ready and willing to purchase for an aggregated sum of I.G. Rs. 31,500/- the said property along with the lease interest.

And whereas, the Industrial Trust Fund have agreed to transfer the lease hold interest in the said plot in favour of the Purchaser as per their letter dated 10th January 1957, bearing No. ITF 39/56/712 addressed to Vendor No. 2 by the Assistant Secretary, Industry Department Andhra Pradesh.

Now these presents witness that in pursuance of the above agreement and in consideration of and payment of the said sum of I.G. Rs. 31,500/- the receipt of which the Vendors hereby admit and acknowledge and absolve the purchase from all liabilities to pay the same; The Vendors hereby convey and transfer ever and anon by way of sale absolute all that piece and parcel of land and structure thereon with drains, water course light, pipelines etc., along with the right and interest in the above mentioned property and give vacant possession of the same, including all rights and easements of any sort whatsoever belonging to or reputed to belong thereunto bounded on the North by a road South by Plot No. 7/1 East by Plot no. 18/4 and on the West by Road and more particularly delineated in the plan annexed hereto:

12/2/57. D.A.

قیمت 521
 120/-
 نام شکر
 51- بی گند
 52- بی گند
 53- بی گند
 54- بی گند
 55- بی گند
 56- بی گند
 57- بی گند
 58- بی گند
 59- بی گند
 60- بی گند
 61- بی گند
 62- بی گند
 63- بی گند
 64- بی گند
 65- بی گند
 66- بی گند
 67- بی گند
 68- بی گند
 69- بی گند
 70- بی گند
 71- بی گند
 72- بی گند
 73- بی گند
 74- بی گند
 75- بی گند
 76- بی گند
 77- بی گند
 78- بی گند
 79- بی گند
 80- بی گند
 81- بی گند
 82- بی گند
 83- بی گند
 84- بی گند
 85- بی گند
 86- بی گند
 87- بی گند
 88- بی گند
 89- بی گند
 90- بی گند
 91- بی گند
 92- بی گند
 93- بی گند
 94- بی گند
 95- بی گند
 96- بی گند
 97- بی گند
 98- بی گند
 99- بی گند
 100- بی گند

Blk. Tissue
 23/4
 زنده دار
 نشین پست خانم خرمی گلی حیدر آباد
RB
 23/4



age 36 yrs, businessman, resident of (A-17-12)
Mushkeralu Hyderabad as ^{special} ~~agent~~ ^{power}
agent under special power of attorney executed
by Sri B.S. Selby and registered as SRO (99) BIV
(1957) in the Office of the Dist. Registrar Hyderabad
Both the abovesaid executants are identified
by (1) Sri D.S. Kamath S/o S.V. Kamath, aged
27 yrs, Service, resident of Jam Bagh Hyderabad
(2) Sri M. M. Rao S/o Rukmaji Rao, aged

And hold the same to and unto the use of the Purchaser absolutely.

The vendors hereby declare and covenant:

1. That the Vendors are full and absolute owners of the property hereby conveyed as mentioned above and that other person or persons have no manner of right to or interest in the same and have the full authority to convey the same.

2. And the said property is not subject to any charge, mortgage, or other encumbrances in favour of any other person whatsoever.

3. That the Vendors paid all rates and taxes and other charges payable to Municipality and other authorities in respect thereof and if there be any arrears unpaid till the date of sale, the Vendor No.1 shall be liable for the same to the extent such arrears relate to the structure and like the Electric charges etc. the Vendor No.2 to the extent they relate to the ~~the extent they relate to~~ the land. The ground rent, land tax etc.

4. The vendors hereby indemnify the purchaser against any defect of title in respect of their respective interests that is to say vendor No. 1 holding himself responsible to the extent of the structure and the vendor No. 2 to the extent of the leasehold interest.

5. That the Vendors from today have no claim or interest in the said property hereby conveyed to the said Purchaser and have given vacant possession of the same.

6. That the Vendors agree to transfer and present petitions to make necessary mutations and changes before the Municipal authorities and other parties.

That the Vendors have delivered to the Purchaser all documents of title relating to the said property namely
(a) lease deed along with the plan dated 24th January 1955
(b) the Certificate issued by the Court dated 4th January 1956 and (c) Letter addressed by the Industries Dept., Govt. of Andhra Pradesh to the Vendor No. 2 bearing No. ITF 39/56/712 dated 10th January 1957 and declare that there is no other in their possession.

In witness whereof the parties hereby affix their signatures in presence of the witnesses mentioned below:-

WITNESSES.

1. M. L. S. Desai

2. M. S. Shetty

VENDORS.

1. P.A. Desai. P. A. Desai

2. B.S. Shetty. B.S. Shetty

per pro B.S. Shetty
through Special power of Attorney
B.S. Shetty

CORRECTIONS AND ERRORS

PAGE - one (1.) "EXECUTED"
(2) "SECUNDERABAD"

PAGE - TWO (1) "10th"
(2) "Witnesses"
(3) "EVER"
(4) "11,1000/-"

PAGE - Three (1) "UNPAID"

(2) Delete from CLAUSE THREE, Line seven
"THE EXTENT THEY RELATE TO"

BRB

43 yrs, businessman, residing at Mayhew
Hyderabad Dist. Dated this 15th day
April 1957.

Executants

O. A. B. B.



Witnesses

De A. B. B.

BRB

Principal / Attorney
B. S. Shetty

M. L. M. M.

Registered in book N-I Vol (V) of 1957
on pages 55 to 61 Serial No (940) of 1957
and filed in Supplementary File-Book
No. () Vol No. () 1957

9/5/1957
District Registrar,
Hyderabad Dist.

492 ~~11/11~~

S A L E D E E D .

By :

THE VIJAYA CARD BOARD
COMPANY LIMITED,
(Vendor)

In favour of :

BIOLOGICAL PRODUCTS
PRIVATE LIMITED
(Purchaser)

11/11

43

15/10

TEOR.

S. No. 2015 Dated 15-6-60 (Rs. 150/-) Rs. Seven hundred and fifty
 B. K. Ramani & Co. S/o. M. S. Rajanna. Manager Biological Products Private Ltd
 18/3 Azamabad Ind. H. A. Fr. - Biological Products Private Ltd

S A L E D E E D.

Treasure 15.6.6
 General Stamp Office
 Hyderabad Dn.

THIS CONVEYANCE EXECUTED AT HYDERABAD - A.P. THIS
 TWENTY THIRD DAY OF JUNE, 1960.

15-6-60

BY :

The Vijaya Card Board Company Limited, in
 Creditors Voluntary Liquidation acting through
 its Voluntary Liquidator, Mr. D. Seetaramayya,
 aged about 33 years, occupation Chartered
 Accountant, at present residing at Dinabad
 Estate, Tilak Road, Hyderabad, A.P., herein-
 after called the "VENDOR" which expression
 shall mean and include its Agents, Executors,
 Administrators, assignees, nominees, repre-
 sentatives etc., of the one part

IN FAVOUR OF :

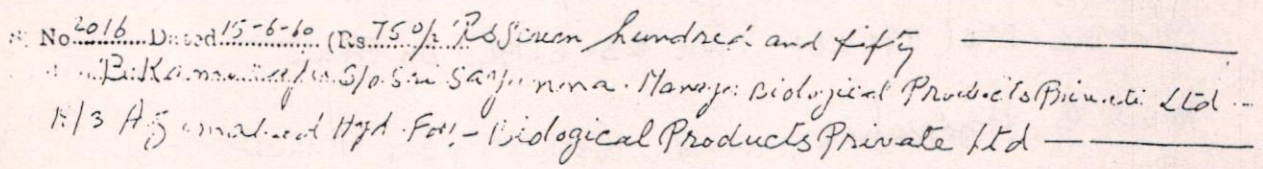
BIOLOGICAL PRODUCTS PRIVATE LTD., carrying on
 business under the said name and style, with
 its Registered Office at Bombay and Factory
 and Office at 18/3, Azamabad, Industrial Area,
 Hyderabad A.P., hereinafter called the
 "PURCHASER" which expression shall mean and
 include its Agents, Executors, administrators,
 Assignees, nominees, representatives etc., of
 the other part.

WHEREAS the Vendor is the full and absolute owner of
 the leasehold rights in Plot Nos. 18/1 (extent 1.155 acres)
 and 19/3 (extent 1.18 acres) situated in Azamabad Industrial
 Area, Hyderabad covering a total extent of 2.335 acres, by

D. Seetaramayya 12

Continued on page 12

750 Rs.



Treasurer. 6.66
General Stamp Office
Hyderabad Dn.

AND WHEREAS, by the Deed of Agreement dated the 2nd day of April 1959, the Vendor agreed to sell and the Purchaser agreed to purchase all rights, title and interest

13

44b

Doc. No. 1512 of 1960

Book

Contains

... ..

Joint Sub-Registrar.

Rs. 45,000/- (Rupees Forty Five Thousand only).
were paid in my presence by means of crossed
Cheque No 090461 Dated 23.6.1960 on State
Bank of Hyderabad, Hyderabad City S. Ram-
Krishna Law Firms & Co. Andhra Pradesh
Financial Corporation, on behalf of the
Ancient Biological Institute, P. N. S.
Hyderabad to the executive -

Ramesh Babu.

D. Sub-Registrar

Dated 23rd June 1960.

Registered as No. 1512 of 1960 of

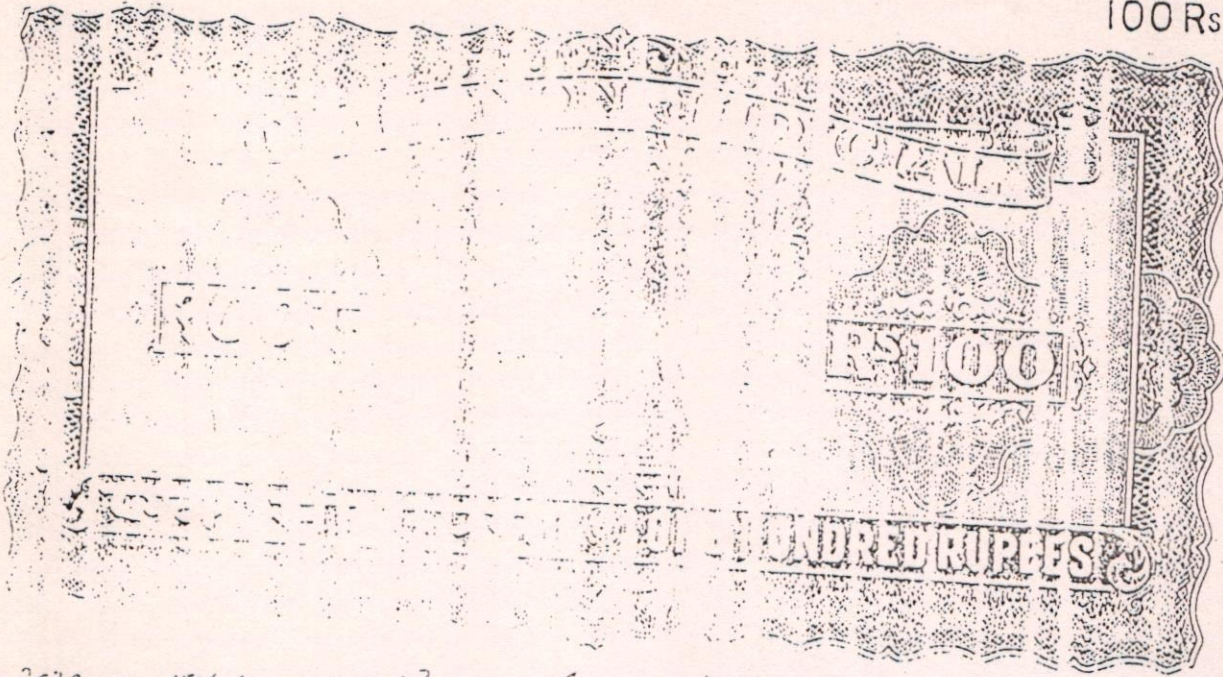
Book Volume ... 38 ... pages (37-13)

Date 30.6.1960

Joint Sub-Registrar,

48

100 Rs.



S. No. 2070 Dated 15-6-60 (Rs. 100/-) Rs. 100/- Hundred
 to B. Kalurajrao & Co. S. S. Sanyal, Manager Biological Private Ltd
 8/3 Azamabad Rd. Hyd. Fr. :- Biological Private Ltd

Page : 4.

Signature
 15-6-60
 Treasurer,
 General Stamp Office
 Hyderabad Dn.
 15-6-60

AND WHEREAS the State Government, in the Industries Department, in G.O. Ms. No. 727 dated 6th May 1960 read with their Memo No. 2257/D/60/1 dated 24th May 1960, have accorded sanction for the transfer of the Leasehold right in Plot Nos. 18/1 and 19/3, Azamabad, Industrial Area to the Purchaser and the Government communicated the same to the Vendor through the Director of Industries & Commerce, Hyderabad by letter No. 41107/B3/59 dated 12th May 1960 and letter No. 411047/B3/59 dated 28th May 1960 and WHEREAS the Vendor has settled all objections with the Electricity Department and others,

NOW THESE PRESENTS WITNESSETH :

- 1) The Vendor hereby admits and acknowledges receipt of the full sale consideration of Rs. 70,000/- (Rs. Seventy Thousand only) paid to him as follows :-
 - (a) Towards part payment of the price at the time of Agreement of Sale dated 2nd April 1959. Rs. 25,000/-
 - (b) On this date before the Registrar by Cheque No. 09046/ dated 23rd June, '60 on State Bank of Hyd., Hyderabad paid by the Andhra Pradesh State Financial Corporation on behalf of the Purchaser Rs. 45,000/-

Total Rs. 70,000/-

30 received

15

2. The Vendor, in consideration of receipt of the said sum of Rs. 70,000/- (Rupees Seventy thousand only), hereby conveys and transfers to the Purchaser, by way of absolute Sale all rights, title and interest in that piece and parcel of land by virtue of lease deeds and together with buildings, structures, fixtures, equipment and appurtenances thereto and more fully described in the Schedule hereunder and the plan annexed hereto, with drains, Water Courses, light, pipe lines etc., along with the right and interest in these properties and give vacant possession of the same, including all rights, liberties and easements and appurtenances whatsoever or appertaining thereto of any sort whatsoever belonging to or reputed to belong thereunto and hold the same to and unto the use of the Purchaser absolutely for ever.

THE VENDOR HEREBY declares and covenants :

- 1) That the Vendor is the full and absolute owner of the Property hereby conveyed as mentioned above and that no other or others have any manner of right to or interest in the same and the vendor has the full authority to convey the same.
- 2) That the said property is not subject to any charge, Mortgages attachment or other encumbrance in favour of any body whatsoever.
- 3) The Vendor shall be liable for all rates, taxes, dues, fees, arrears, other charges if any payable to Government Municipality or any other in respect of the said property till the date of sale.
- 4) The Vendor hereby indemnifies the Purchaser against any defect in title to and the interest in the said property and covenants to execute and do every assurance or thing necessary for further or more, perfectly assuring the said property to the purchaser as shall be reasonably required by the Purchaser, if necessity arises in future.
- 5) The Vendor, from today, has no claim or interest in the said property hereby conveyed to the Purchaser and has given vacant possession of the same and the purchaser hereby acknowledges the delivery of possession today.
- 6) The Vendor agrees to transfer and present petitions to effect necessary mutations and changes in records of Government, Municipality and other parties.

D.S. H. S. 16

Page : 6.

- 7) The Vendor hereby undertakes to deliver to the Purchaser the following documents :
- (a) Copies of Lease Deeds, along with the Plans, executed on 9-2-1356 Fasli and 5-6-1354 Fasli by the Vendor in favour of the Government
 - (b) Letters dated 12th May 1960 and 28th May, 1960 received by the Vendor from the Director of Industries and Commerce, Hyderabad
 - (c) Certified copies of Resolutions dated 23rd August 1953 and 30-10-1954.
 - (d) Certified copies of Resolution Nos. 14 and 15 dated 10th March, 1959 of the General Body and also of the Resolutions dated 10th March, 1959 by Committee authorising the sale.

SCHEDULE.

All buildings, Structures, fixtures etc., bearing Municipal No. A. 19-1 standing in Plot Nos. 18/1 and 19/3 Azamabad, Industrial Area, Hyderabad A.P. measuring in total 2.335 acres, bounded on the EAST: by Plot No. 19/4 occupied by M/s. Indian Chemical and Pharmaceutical Works; SOUTH: Road; WEST: Road; NORTH: Road; and the Leasehold interest in the plot Nos. 18/1 and 19/3 Industrial Area, Azamabad, Hyderabad.A.P.

Witnesses :

- 1) Leon A. Cachan
19 Industrial Housing Colony
Wicknagar Hyderabad.

For The ... Card Board Co. Ltd.,
(In Creditors' Voluntary Liquidation.)D. Sethuram
Liquidator.
Vendor.

- 2) M. E. K. Gumbani
Door No. 6765 Shrivijay Nagar
Secunderabad. A.P.

In Witness whereof the Vendor has put his hand and seal to his deed of sale on the day and the year first hereinbefore written in the presence of :

Witnesses :

- 1) Leon A. Cachan
19 Industrial Housing Colony
Wicknagar Hyderabad.

For The ... Card Board Co. Ltd.,
(In Creditors' Voluntary Liquidation.)D. Sethuram
Liquidator.
Vendor.

- 2) M. E. K. Gumbani
Door No. 6765 Shrivijay Nagar
Secunderabad. A.P.