



Application No. : CC021901982812 Page 1 of 22



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH
Date : 27-09-2006 Serial No : 44,753 Denomination : 100
Purchased By :
G. SEBHAYYA
S/O G. RAMANILU
HYD
For Whom :
ISSAR BIOTECH
HYD
Sub Registrar
R.K. Office, Stamp Vendor
G.S.O., Civil Office, HYD

DEED OF SALE

This Deed of Sale is made at Hyderabad this 6th day of October, 2006 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-500003-AP, represented by its Director and Chief Executive, Mr. S. Dhawan, Aged 54 years, S/o. Late Sri. Madan Mohan Dhawan, (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 FIRST PART.

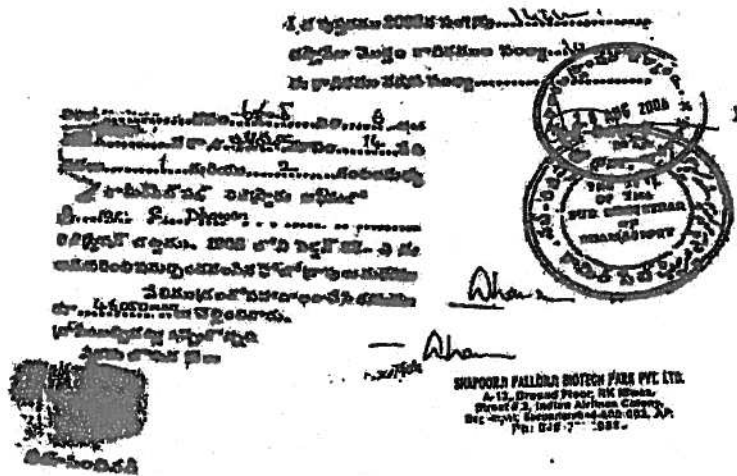
AND
ISSAR BIOTECH, having its Office at H No 8-3-833, Plot#80, Phase-1 Kamalapuri Colony, Hyderabad -500073 represented by its Sole Proprietor, Mr. Ramakrishna Reddy Isanka Aged 61 years, S/o Ramana Reddy (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, its successors and assigns) of the SECOND PART.

Both hereinafter jointly referred as "the Parties"

For Shapoorji Pallonji Biotech Park Pvt. Ltd.
Authorized Signatory

Application No. : CC021901982812 Page 2 of 22

MEE SEVA



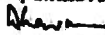
1) to Mr. K. S. Sankaranarayanan S/o K. R. Sankaranarayanan Rao
K-2-104/MTN, Gitanagar, Dept. of R.

2) to Mr. G. Srinivasan G. Srinivasan 56 G. Narasimhan,
2-2-11/1, Laxmi Nagar, Hyderabad - 500 047

to Mr. K. S. Sankaranarayanan S/o K. R. Sankaranarayanan Rao
K-2-104/MTN, Gitanagar, Dept. of R.

1. WHEREAS a "Deed of Conveyance" was executed by "Andhra Pradesh Industrial Infrastructure Corporation Limited" (APIIC) (on behalf of GoAP) on 25th Day of April, 2005 (which has been registered in the Sub Registrar's office Shamirpet, Ranga Reddy Dist, Andhra Pradesh vide document No. 10179/06) and consequent to which GoAP has transferred the possession of all that place and parcel of land admeasuring Acres. 162.00 Gts. in Sy. Nos. 542 (SCHEDULED LAND) of Koltur Village, Shamirpet Mandal, Ranga Reddy District for development of Phase-II 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 place 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 # 3, admeasuring 9.21 Acres in Shapoorji Pallonji Biotechnology Park, Phase-II, more particularly described in the schedule hereunder and for greater clearness delineated in the plan hereto annexed as Annexure 4, 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" has been delivered to the PARTY OF THE SECOND PART.
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.


Authorized Signatory

1వ పుస్తకము 2008 సం|| నెం|| 1461
దస్త్రీయము మొత్తం కొరతమున సంఖ్య 6
ఈ కొరతము వరుస సంఖ్య 2
6-000000

ENDORSEMENT UNDER SECTIONS 41 AND 42 OF ACT 19 OF 1944
Doc. No. 1461/2008 Date 6/10/06
I hereby certify that the Proper deficit Stamp duty of Rs 10,13,100/-
has been levied in respect of this instrument from
శ్రీమతి. పి.వి.ఎస్.ఆర్.
on the basis of the Market Value/Consideration of Rs. 92,10,000/-

SUB-REGISTRAR OFFICE
SHANMUGPET
Date 6/10/06

Registrar/Collector
(Under the Indian Stamp Act)

An Amount of Rs. 10,13,100/- towards Stamp Duty including Transfer
Duty and Rs. 10,000/- towards Registration Fee was paid by the party
through Challan Receipt Number 716606 Dated 22/9/06
at S.B.M. Bank Thummalu Branch

Sub Registrar

1వ పుస్తకము 2008 సం|| (కా.క 1828) ~
1461-2008 సం|| నెం|| దస్త్రీయము మొత్తం కొరతమున సంఖ్య 6
నిమిత్తం మొత్తం మొదలయిన 1516- 1-1461-2008
అవధిగలదైతే
2008 సం|| నెం|| 1461-2008 సం|| నెం|| 6-000000

Sub Registrar



- 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 SECOND PART.
- c. To commence the construction works on the allotted plot with in a period of 24 months and complete the same within 48 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 rights 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.
- h. To provide the Basement level of the buildings above the road level, provided by the PARTY OF THE FIRST PART.

For Shapoorji Pallonji Biotech Park Pvt. Ltd.


Authorized Signatory

1 వ పుస్తకము 2008వ సం॥...
దస్తావేజు మొత్తం కాగితముల సంఖ్య...
ఈ కాగితము విరుస సంఖ్య...

మం-02/న-5



- 4
- 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 sewerage and 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, 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.
 - 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

For Shepparji Patilniji Biotech Park Pvt. Ltd.


Authorized Signatory

I త పునరుత్పాదకము 2008వ సం॥ను.....

దస్తావీజు మొత్తం కాగితముల సంఖ్య.....

ఈ కాగితము పదాల సంఖ్య.....

సం-8812-2

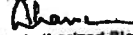


respect of "the Said Plot" and shall indemnify and keep indemnified the PARTY OF THE FIRST PART and its successors and assigns in respect of such non-payment.

- 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.92,10,000 (Rupees Ninety Two lakhs Ten 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.

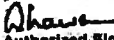
For Shepoorji Pallonji Biotech Park Pvt. Ltd.


Authorized Signatory

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

- I. In consideration of ~~Rs-92,10,000~~ (Rupees Ninety Two Lakhs Ten 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-II, 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 PART 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 favor 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.

For Shaperji Pallonji Biotech Park Pvt. Ltd.


Authorized Signatory

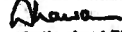
1 వ పుస్తకము 2008వ సం||నా.....
దస్తావేజు మొత్తం కాగితముల సంఖ్య.....
ఈ కాగితము వరుస సంఖ్య.....

నక-రిజిస్ట్రార్



- 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.
- 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. That PARTY OF THE SECOND PART remitted the Stamp Duty, Transfer Duty and Registration Charges totaling to Rs 10,59,150 applicable on Registration of this deed vide challan No 716606 Dt 27.09.2006
- VIII. 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 Shepoorji Pallonji Biotech Park Pvt. Ltd.


Authorized Signatory

I వ పుస్తకము 2008వ సం॥న.....
దస్త్రీకి మొత్తం కాగితముల సంఖ్య.....
ఈ కాగితము వదుల సంఖ్య.....

సచి-విశ్వానాథ్



SCHEDULE OF PROPERTY REFERRED TO ABOVE

Plot # 3, admeasuring 9.21 Acres in Shapoorji Pallonji Biotech Park, Phase-II, being part of Survey No.542 of Kolthur Village, Shamirpet Mandal, Ranga Reddy District, and bounded as follows:

NORTH	Plot # 2 of the Biotech Park
SOUTH	Plot # 3A of the Biotech Park
EAST	Internal Road of the Biotech Park
WEST	Plot # 1 of the Biotech Park

WITNESSES:

1. *K. S. Chaudhary*
(K. S. CHAUDHARY)

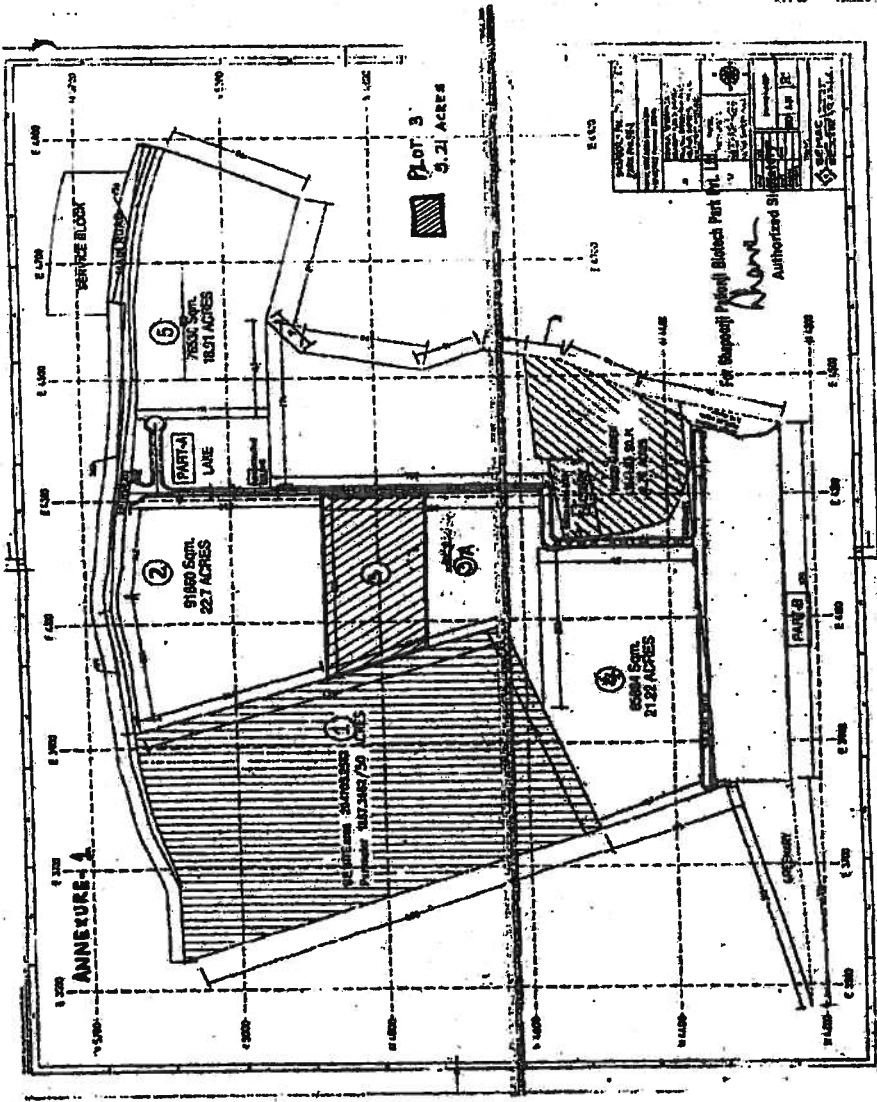
Shamir
For and on behalf of
SHAPOORJI PALLONJI
BIOTECH PARK PVT LTD.
(FIRST PARTY)

2. *G. Seenayya*
(G. SEENAYYA).

For and on behalf of
ISSAR BIOTECH
(SECOND PARTY)

1 వ పుట్టకము 2000వ పంక్తి.....
దస్తావేజు మొత్తం కాగితముల సంఖ్య.....
ఈ కాగితము వయస్సు.....

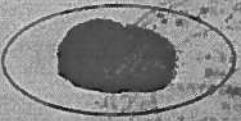
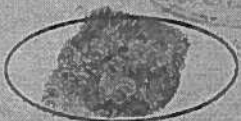




I వ పుస్తకము 2008వ సం॥ను.....
దస్తావేజు మొత్తం కాగితముల సంఖ్య.....
ఈ కాగితము వరుస సంఖ్య.....



**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32-A OF
REGISTRATION ACT, 1908**

Sl No.	FINGER PRINT IN IN BLACK INK	PASS PORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/ Seller/Buyer
			<u>S. DHAWAN</u> SHARPOONJI PALLONJI BIOTECH PARK PVT. LTD. Plot No. 3, Indian Airlines Colony, Bajaj Nagar, Hyderabad-500 002, AP. Ph: 040-27900893
			<u>RAMAKRISHNAREDDY JENNA</u> <u>H.NO. 2-2573 Plot No. 80</u> <u>Phase I KAMLA PURI COLONY</u> <u>HYDERABAD - 500 073</u>
		 PHOTO	

Signature of Witnesses: 1. Ch. Suresh
2. G. Jeyanaga

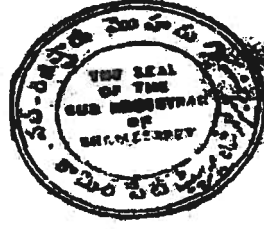
Signature of the Executants: Ram Krishna Ashwan

I am/we are residing at And unable to present either my
Self/ourselves or send a representative at the time of registration in
S.R.O./R.O. I/We may be exempted from appearance in person or through
representative under section 32-A of Registration Act. Proof of Residence/identity is
enclosed herewith.

Signature of the Buyer(s): Ram Krishna

Note: As Residential proof true Copy of
Ration Card/Driving License/Identity
Card/PAN Card etc attested by Any
Gazetted Officer/Notary public, shall
Invariably be produced at the time of registration.

1 వ పుస్తకము 2008వ సం॥నా...
దస్త్రీకి ముద్రం కాగితముల సంఖ్య...
ఈ కాగితము వధుల సంఖ్య...





R 2317

STATE BANK OF HYDERABAD

BRANCH

CODE NO.:

No. B

716606

Received a Sum of Rs. 10,59,250/-

126/10

9/15/06

Rupees ten lakhs, fifty nine thousand and 250 only

to Mrs. R. S. R.

from Smt. / Shri I. Rama Krishna Reddy M.S. Rama

residing at

Hyd

Kotla

for credit of Government of Andhra Pradesh towards Stamp duty / Registration Fee



Place :

Date : 20/9/06

Authorized Signatory

SS No.

Verified by : M SUBBALAKSHMI
Application Number : CC021901982812

Certified by :



Name : SHESHAGIRI CHAND
Designation : SUB REGISTRAR
SRO : SHAMIRPET

This is a Digitally Signed Certificate, doesnot require physical signature. And this certificate can be verified at <http://tg.meeseva.gov.in/> by furnishing the application number mentioned in the certificate.

ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము

- ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్ నుండి నేను పొందిన అసలైన సమాచారానికి సరియైన నకలు అయి

ఉన్నది.

- ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్ లో క్రమమైన పద్ధతిలో నమోదు చేయబడినది.
- ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము నియోగింపబడిన అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి క్రమబద్ధమైన పద్ధతిలో సేకరింపబడినది.
- ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచార సేకరణ సమయంలో కంప్యూటర్ సిస్టమ్స్ సరిగ్గా పనిచేయుచున్నవి మరియు సదరు కంప్యూటర్ సిస్టమ్స్ లో ఉన్న ఎలక్ట్రానిక్ రికార్డుల యధార్థతను ప్రభావితం చేసే వివిధమైన నిర్వహణ సమస్యలు లేవు.

పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు, నా విశ్వాసం మేరకు సరియైనవి.

సంతకము

ముద్ర