



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made at Hyderabad on this 2nd day of November, 2002 by and between The Governor of the State of Andhra Pradesh, acting through the duly authorized representative, the Zonal Manager, Moula Ali, Andhra Pradesh Industrial Infrastructure Corporation Ltd., Hyderabad, (hereinafter referred to as the "Transferor" which expression shall wherever the context so permits mean and include its successors in office) of the One Part.

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 Village, Shamirpet Mandal, Ranga Reddy District, more particularly described in the 'Schedule of Property' and hereinafter referred to as "The said land". For

[Signature]
Zonal Manager
A.P.I.I.C. Ltd; Moula Ali
HYDERABAD-500 040

[Signature]
Authorized Signatory

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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.

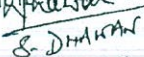
The Transferor Vide Govt.Memo.No.12983/Asn.III(3)/97-4, dated 19.11.1997 issued amendments to read as "Biotech Park" instead of 'Industrial Development area' and sanction was also issued vide G.O.Ms.No.865, dated 13.12.1999 to alienate "The said Land" on payment of Rs.2,00,000/- per acre.

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, Module-Ah
HYDRABAD-500 040

For SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD

S. DHARMAR
Authorised Signatory

05-0210-8

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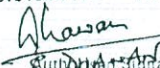


NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

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.

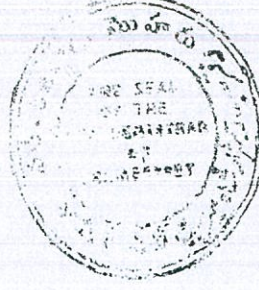

Local Manager
A.P.I.C. Ltd; Moula Ali
HYDERABAD 500 040

3

For SHARADHA PVT. LTD.
BIO TECH PARK PVT. LTD.

Authorized Signatory

శ్రీ పుస్తకములలో వ సం|| పు ... 9579
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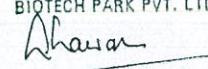
The Transferor further agrees that in the event of any of the above representations and warranties being found not true and/or if it is ever proved otherwise the Transferor shall be liable and responsible for the same.

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.


A.P.I.C. Ltd; Moula Ali
HYDERABAD-500 040

For SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD.

Authorised Signatory
S. DHAWAN

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ఈ కాగితము పఠన 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. *Devi*
T. KRISHNA KUMAR
SY. ASS. ADIL
MOWLA-Ali

WITNESSES: 2. *(A86)*
A.R.S. N. RAGU
SY. ASS.
2.0. Mowla Ali

1. *Devi* (N.V. Vengal) Plot # 13/4
Shri Padma Venkateswara C.O., P.O. H.Y. 6th, Devar
Hd. 505.

2. *Sanjay K.P. (Sanjay Panyachai)*
81-336, Room No. 201, Suraji Nagar
Secundrabad - 3.

(Signature)
TRANSFEROR
PUBLIC LIMITED
HYDERABAD

For SHAPOORJI PALLONJI
BIOTECH PARK PVT. LTD.

(Signature)
TRANSFEREE
S. DHANAN

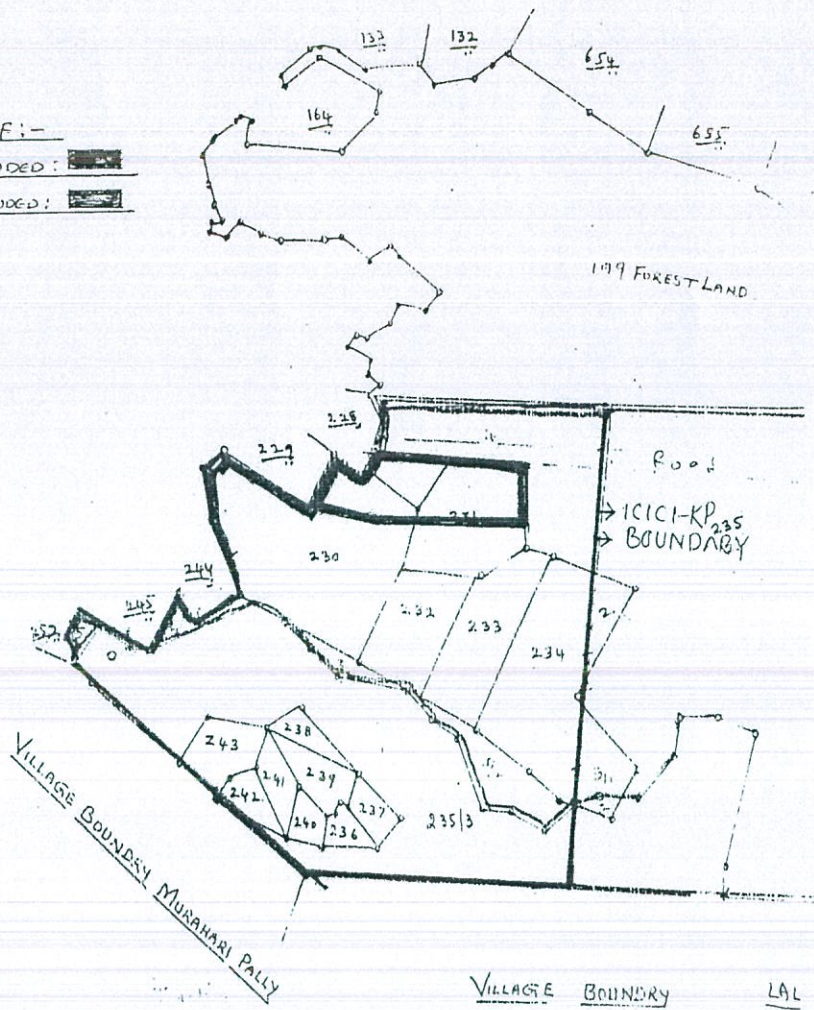
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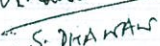
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PLAN SHOWING THE COMBIND OF II
TURKAPALLY LANDS
FILE NO. B/10/2r

REF:-
INCLUDED: 
EXCLUDED: 



For SHARQORJI PALLONJI
BIOTECH PARK PVT. LTD.

S. MAHAN
Authorised Signatory


(N. Venkatesh)
S. Mahan
(Sanjay Kumar)

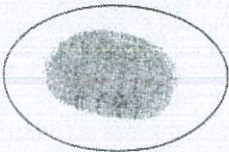
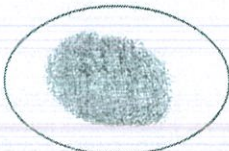

T. KRISHNA KUMAR
A.P.I.C. Ltd, Moulali
HYDERABAD-500 040

1. 
T. KRISHNA KUMAR
Sr. Asst. Adm.
Moulali - 040
2. 
S. MAHAN
Sr. Asst.
Zonal Adm., Moulali

1వ పుస్తకమునకు స గురిపు ...9579.....
దస్తావేజు మొత్తము కా గికముల గుంపు.....7.....
శుక్లా గికము వరుస గుంపు.....6.....



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 Joint Manager A.P.I.L.C. Ltd; Moula Ali HYDERABAD 500 040
			B. Satyanarayana Assistant Joint Manager (D) A.P. Industrial Development Corporation Ltd Hyderabad 500 040
			For SHAPOORJI PALLONJI BIOTECH PARK PVT. LTD. S. DHAWAN Authorized Signatory
		PHOTO	

SIGNATURE OF WITNESSES

T. KRISHAN KUMAR
SV. ASSO. APIC
Moula Ali

SIGNATURE OF THE EXECUTANTS

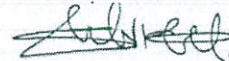
C. P. D. S.

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Verified by : M SUBBALAKSHMI

Application Number : CC022104603263

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.