

Sevanagar, Bangalore- 560 033 (Hereinafter referred to as the "Seller"/ Vendor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, successors, legal representatives, administrators, executors and permitted assigns).

INFAVOUR OF

SAI PARENTERALS LIMITED, a company incorporated under the Companies Act,2013, having its Registered Office at No.D4, Phase -V, IDA Jeedimetla, Hyderabad- 55 (Hereinafter referred to as the "Purchaser/ Vendee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assignees).

The Purchaser/Vendee, Seller/Vendor collectively referred to as the "Parties" and individually as a "Party".

WHEREAS The Company/Vendor/Seller is engaged in the research and development, manufacture and sale of pharmaceutical products (hereinafter Pharma business) as stated in the Memorandum of Association of the Company.

WHEREAS the Purchaser/Vendee is also engaged in Pharma Business and is engaged in manufacturing of Tablets, Powders, injectables & Liquid orals and other ancillary business connected thereto.

WHEREAS The Vendor is the absolute owner of land and building in Plot No. 45 A & B, measuring one (1) acre and 0.4.8 guntas or 48,787.20 Sq.ft situated at Survey no.81,82 and 84, Bollaram Village, Jinnaram Mandal, Medak District, Telangana (more fully described in the schedule hereunder and hereinafter referred to as the "Schedule Property");

WHEREAS originally the Government of Andhra Pradesh by memorandum No: 3853/Q1/81-A, dated 1st April, 1982, allotted an extent of 58.01 acres in survey No. 84 of Bollaram Village, Narsapur Taluq, Medak District to Andhra Pradesh Industrial Infrastructure Corporation and gave the possession thereof on 5th April 1982.

WHEREAS the Andhra Pradesh Industrial Infrastructure Corporation delivered the possession of the same to the Andhra Pradesh State Non Resident Indian Investment Corporation Limited for the development of the state and ultimate allotment of the same to the non-resident Indians for setting up Industrial Projects.

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED

Director

For MEDREICH LIMITED

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WHEREAS upon an application made by M/s. Medikon Laboratories (P) Limited, Company registered under the Indian Companies Act, a 1956, having its registered office at 8-3-978/10, Srinagar Colony, Hyderabad-500 873, The Andhra Pradesh State Non Resident Indian Investment Corporation Limited allotted land admeasuring Acre 1.02 cents or 4936.0 Sq.yards situated at Plot No. 45 A & B in survey No. 81 and 84 of ANRICH Industrial estate Bollaram Village, Jinnaram Mandal, Medak District vide sale deed No. 258/1995 dated 25th January 1995 to Medikon Laboratories (P) Limited;

WHEREAS Sri. V. Swaroop Reddy, S/o. Late. Venkata Reddy, aged about 52 years, residing at H.No. 3-5-1119/10, Rajmohalla, Hyderabad was the absolute owner of Acres 0-04 guntas situated at survey No. 82, Yerragunta, Bollaram Village, Jinnaram Mandal, Medak District, having purchased the same from Smt. P. Sakuntamma, W/o. Prabhakara Reddy vide sale deeds 1312/1984 and 1342/1984 dated: 04-05-1984 and 10.05.1984 respectively.

WHEREAS the Matrix Laboratories Limited has offered to sell and M/s. Cephtech Pharmaceuticals Private Limited has agreed to purchase land admeasuring 1 acre and 0.4.8 guntas (the total land acquired under I & II above) located at ANRICH Industrial Estate, and the buildings thereon.

WHEREAS the Matrix Laboratories Limited has executed a Sale Deed dated 23.12.2004 in favour M/s. Cephtech Pharmaceuticals Private Limited and the Sale Deed Document bearing no. 4611 of 2004, registered before the Sub-Registrar, Narsapur.

WHEREAS the said M/s. Cephtech Pharmaceuticals Private Limited had obtained a Fresh Certificate of Incorporation consequent on change of name from the Registrar of Companies on 29.03.2006 bearing No. 44816 and had changed its name to "Medreich Cephtech Private Limited".

WHEREAS the Government of Karnataka issued an Amalgamation Certificate No. IN-KA85029558198603K on 17.10.2012 of Medreich Cephtech Private Limited with Medreich Limited.

WHEREAS the Vendor Company has convened a Board Meeting on _____ and all the Directors of the Company have unanimously resolved to sell/dispose of the Schedule Property.

WHEREAS now, the Vendee is interested to expand its business and had evinced interest in purchasing the Land(Schedule Premises), Unit, Plant & Machinery Licenses along with Approvals more fully described in the Schedule to this Agreement from the Company and consequentially, the Purchaser/Vendee, the Seller/Company/Vendor Represented by its

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Authorized members have attended various rounds of negotiations to agree upon terms and conditions based on which the Entire Land along with Unit Plant & Machinery, Licenses and Approvals as more fully described in the Schedule to this Agreement shall be purchased by the Purchaser/Vendee from the Seller/Vendor.

WHEREAS accordingly, the Vendor has agreed to sell Schedule Property to the Buyer based on the representations, warranties and covenants detailed herein. The Buyer has verified all the deeds and documents relating to the Schedule Property and after being totally satisfied with the marketable title of the Vendor to the Schedule Property agreed to purchase the Schedule Property and the Parties have come forward to record such terms and conditions. The buyer also agrees that there is no liability on the Vendor with regard to title deeds of the property.

WHEREAS the Purchaser agreed to Purchase "Scheduled Property" from the VENDOR for a Total sale consideration of Rs. 11,00,00,000/- and for which the VENDEE herein has agreed and accepted to purchase the Scheduled Property inclusive of Land, Unit, Plant & Machinery, Licenses and Approvals as more fully described in the Schedule to this Agreement (Schedule Property) for the said total sale consideration.

Thereby, the Vendors and the Vendee have agreed to execute this Agreement of Sale to record their intention to carry out the transaction of sale of the Scheduled Property by the Vendors in favour of the Vendee on the following terms & conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS AND INTERPRETATIONS:


1.1. DEFINITIONS: As used in this Agreement, the capitalised terms wherever used in this Agreement shall have the following meaning:

- a) "Agreement" means this business transfer agreement, dated as of the transfer Date, between the Seller and the Purchaser, as from time to time amended, supplemented or replaced or otherwise modified, together with the recitals and Annexures attached hereto;
- b) "Claim" includes any notice, order, demand, proceedings, claim, action, investigation, assessment by any Person whereby, as the

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- case may be, any of the Parties: (i) is sought to be placed under an obligation to make payment; and/or (ii) is likely to incur or suffer any Loss;
- c) "Closing" means the completion of the sale and transfer of the Transferred Business by the Seller to the Purchaser in the manner set out in Clause 3 of this Agreement;
- d) "Closing Date" shall mean and refer to the date to be mutually agreed by the Parties as being the date on which the Parties shall complete the transfer of the Transferred Business by the Seller to the Purchaser as agreed in this Agreement
- e) "**Encumbrance**" shall mean a security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind, right of first offer, or refusal or transfer restriction in favour of any Person, and / or (ii) any adverse claim as to title, possession or use. The terms "**Encumber**" and "**Encumbered**" shall be construed accordingly;
- f) "Governmental Authority(ies)" means any governmental, political, legislative, executive or administrative body, municipality or any local or other authority, regulatory authority, Tax authority, court, tribunal or arbitral tribunal, exercising powers conferred by applicable Law in India or any other applicable jurisdiction and shall include, without limitation, the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same or any governmental or political subdivision thereof;
- g) "Indirect tax" means Goods and Services Taxes (GST) with effect from July 1, 2017 plus any interest thereon;
- h) "INR" means Indian Rupees, the sovereign currency of India;
- i) "Law(s)" means any applicable statute, law, ordinance, regulation, rule, order, by-law, administrative interpretation, writ, circular, notification, injunction, directive, ordinance, requirement, ruling, judgment or decree or other instrument which has a force of law applicable to any Party, as is in force from time to time;
- j) "Losses" means all Claims, liabilities, damages, losses, compensation, awards, costs, expenses, charges, fines and penalties
- k) - "Moveable" and "Immovable Assets" means all the moveable and immovable assets mentioned in the schedule to this Agreement.

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- l) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- m) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;
- n) **"Purchase Price"** shall have the meaning ascribed to the term in Clause 3 of this Agreement;
- o) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3;
- p) **"Sale Date"** shall have the meaning ascribed to the term in Clause 6.
- q) **"Schedule Property"** shall have the meaning ascribed to the term in Recital and as detailed in Schedule to this Agreement.
- r) **"Slump Sale"** means the transfer of the Transferred Business, pursuant to its sale as an inseparable whole, and as a going concern for a lump sum consideration without values being assigned to the individual assets and liabilities in accordance with the provisions of the applicable Laws, including but not limited to the provisions of Section 2(42C) of the Income Tax Act, 1961;
- s) **"Transaction"** means the sale, transfer, conveyance, assignment, novation and delivery of the Transferred Business by the Seller to the Purchaser and the purchase and acquisition of the Transferred Business by the Purchaser from the Seller in accordance with, and pursuant to, the terms of this Agreement and shall include the execution of such other agreements, documents or writings as may be reasonably necessary so as to ensure that the Transferred Business vests fully in the Purchaser;
- t) **"Transaction Documents"** means this Agreement, and such other agreements, documents, Transferred Business, papers executed or to be executed by either or both the Parties pursuant to the terms of this Agreement and such other documents and agreements as may be designated as Transaction Documents by the Parties;
- u) **"Transfer Date"** means the date on which the transfer of Business from Seller to Buyer shall consummate i.e. 31.08.2022.
- v) **"Taxes"** means any and all applicable forms of taxation, duties, levies imposed whether direct tax or indirect tax, whether central, state or local, including without limitation corporate income tax, service tax, local body tax withholding tax, stamp duty and employee social security contributions, value added tax, central sales tax, entry tax,

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GST, education cess, secondary and higher education cess, surcharge cess, capital gains tax and other legal transaction taxes, dividend distribution tax, and any other type of taxes or duties payable by virtue of any applicable national, regional or local law or regulation and which may be due directly or by virtue of joint and several liability in any relevant jurisdiction; together with any interest, penalties, surcharges or fines relating to them, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;

- w) **"Vendor Warranties"** shall have the meaning ascribed to the term in Clause - 4;

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- a) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- b) a reference in this Agreement to a document (including this Agreement) includes any amendment or replacement of it
- c) a clause, annexure or schedule is a reference to a Clause in or Annexure or schedule to this Agreement;
- d) the annexures/Schedules hereto shall constitute an integral part of this Agreement;
- e) words using the singular or plural also include the plural or singular, respectively;
- f) words of any gender are deemed to include the other gender;
- g) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified sections of this Agreement, as the case may be;
- h) reference to any of the words "include", "including", "for example", "such as", is not used as, nor it is to be interpreted as, a word of limitation and when introducing an example, does not limit the meaning of the word to which the example relates, to that example or examples of a similar kind
- i) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- j) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- k) a day is to be interpreted as the period of time commencing at midnight and ending 24 (Twenty Four) hours later;
- l) if a word or phrase is defined, its other grammatical forms have a corresponding meaning
- m) any reference to time is a reference to Indian Standard Time; and

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n) reference to anything including any amount is a reference to the whole and each part of it.

2. SALE AND ACQUISITION

2.1. Sale

a) The Purchaser is also intended to purchase the Schedule Property owned by the Seller ("Schedule Property"). The Parties agree and acknowledge that the Transferred Business which is to be transferred from the Seller to the Purchaser pursuant to this Agreement. Accordingly, the immovable properties that are owned by the Seller will not be transferred by it to the Purchaser under this Agreement. However the Seller is agreed to execute absolute sale deed for the immovable properties set out in this agreement.

2.2. Transfers:

The Parties shall undertake the following actions in relation to the transfer of the Assets which includes all the Licenses, Approvals, Accreditations for the facility as more fully described in the Schedule to this Agreement needs to be transferred at the cost of Purchaser:

2.2.1. Transfer of Immovable Assets:

The Seller is agreed to execute and Register sale deed in favour of the SAI PARENTALS LIMITED of the properties mentioned in the Scheduled Property (PART - I & II) of this Agreement with all rights connected thereto with the concerned Sub-registrar Office.

2.2.2. Transfer of Movable Assets and Intangible Assets :

The Seller and the Purchaser hereby confirm and declare that all the Movable Assets [Mentioned in Scheduled Property (Part II) forming part of the Scheduled Property on the Closing Date, being entirely of a movable nature and capable of being transferred and can be handed over and transferred by the Seller to the Purchaser by way transfer possession evidenced by a note to be executed by the Seller and addressed to the Purchaser, the receipt of which the Purchaser shall acknowledge to the Seller in writing on the Closing Date. The licenses and approvals that can be transferred which are more fully described in the Part III of the Schedule shall be handed over to the Buyer and Buyer shall at its cost shall make applications for transfer of Licenses and approvals in their name. Seller shall provide all assistance in this regard.

For SAI PARENTALS LIMITED


Director

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Managing Director

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3. Sale Consideration

- 3.1. In consideration of the Buyer paying the entire Sale Consideration of INR 11,00,00,000 (Rupees eleven crores only) for the Schedule Property as per the terms of this Agreement, the Vendor agrees to convey to the Buyer the Schedule Property and based on the representations, warranties and covenants given by the Vendor the Buyer agrees to purchase from the Vendor, the absolute right, title, interest in the Schedule Property in the manner contemplated under this Agreement.
- 3.2. Total Sale consideration of Rs. 11,00,00,000/- for Scheduled Property is bifurcated as follows:

Part No's.	SCHEDULED PROPERTY - PARTS	CONSIDERATION
I	Land & Building	
II	Plant & Machinery, Utilities, Computer and peripherals, Furnitures & Fixtures and Misc. Fixed assets	
III	Approvals, Licenses and Accreditations	
	Total Sale Consideration	Rs. 11,00,00,000

- 3.3. It is Agreed that the Vendor shall sell the Schedule Property along with everything that stands on the said land and that the Vendee shall purchase the same for the 11,00,00,000 (Rupees eleven crores only) being total consideration.
- 3.4. The Buyer shall pay to the Vendor a sum of Rs 5,00,00,000 (Rupees five crores only) as a part sale consideration for the Schedule Property immediately on execution of this Agreement for Sale.
- 3.5. The balance sale consideration is payable on the date of execution of Absolute Sale Deed and will be paid before registration of the Sale Deed under which the Schedule Property would be conveyed by the Vendor to the Buyer. Time is an essence of this Agreement.
- 3.6. As a part of consideration, the Buyer has paid the earnest money to the Vendor in the following manner:
- i) Rs. 5,00,00,000 (Rupees five crores only) by way of RTGS, vide UT no.HSBCR2202207011668 in favour of the Vendor as detailed below:

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Director

For MEDREICH LIMITED


Managing Director

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Director

Managing Director

MUFG Bank, Bengaluru Branch, Unit-701, 7th Floor, World Trade Centre, Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleshwaram West, Bangalore- 560 055.

Account No. 00100587
Account Type: Current Account
IFSC CODE: BOTM0BL3626
MICR CODE: 560033002

- 3.7. The Vendor hereby acknowledges having received the aforesaid amount being the advance sale consideration from the Buyer and acquit the Buyer of paying the aforesaid amount.
- 3.8. It is agreed that the total remaining sale consideration as agreed herein above shall be paid at the time of registration of sale deed.
- 3.9. The Vendor shall register the scheduled property in favour of Vendee as and when required by the Vendee by August 31,2022.
- 3.10. The parties may upon mutual consent and through a written document, postpone or prepone the time for the consequential preponement or extension of time for execution and registration of the Sale Deed by the Vendor.
- 3.11. The Vendee shall be solely responsible for all Stamp Duties, Registration charges and other related charges, if any payable in respect of the sale and transfer of the Scheduled Property.
- 3.12. Both the parties herein represent that they have the full legal right, power, authority and capacity to execute and fully perform their obligations under this Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Vendee.
- 3.13. It is categorically agreed that the Vendor shall refrain from executing or creating any third party interest in relation to the Scheduled property during the subsistence of this agreement.
- 3.14. It is agreed that the possession of the scheduled property and the original title/link documents of the Schedule Property shall be handed over to the Vendee on the date of execution and registration of the Sale Deed consequent to this Agreement.
- 3.15. The Vendor represent that the Scheduled Property is free from all encumbrances, charges, liens, attachments, mortgage, trusts whatsoever or howsoever and there is no litigation or any other proceedings pending relating to the Scheduled Property and thereby through the sale deed proposed to be executed consequent to this Agreement Vendor proposes to transfer such clear and absolute right in relation to the Scheduled Property in favour of the Vendee.

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Director

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3.16. It is agreed that the Vendor shall provide all the documents which would clarify any and every doubt (if any) in relation to the title of the Scheduled Property to the satisfaction of the Vendee.

4. VENDOR REPRESENTATIONS AND WARRANTIES

4.1. The Vendor acknowledges that the Buyer has entered into this Agreement and has agreed to purchase the Schedule Property, based on the representations and warranties set out below (the "**Vendor Warranties**"). The Vendor represents and warrants that each of the Vendor Warranties is true, accurate, complete and not misleading as of the date of this Agreement:

- (a) The Vendor is the absolute owner of the Schedule Property and has been in continuous and exclusive possession of the same and no Person other than the Vendor have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule Property or any part thereof;
- (b) The Vendor has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Vendor;
- (c) The Schedule Property, or any part thereof is not mortgaged, charged, leased, and there are no Encumbrances in respect of the Schedule Property or any part thereof and the Schedule Property or any part thereof is not subject to any third party claim, demand, attachment or a process issued by any court or authority;
- (d) The execution and the performance of this Agreement would not conflict with any applicable Law as of the date hereof and would not be against any court order, judgement or decree, applicable to the Vendor;
- (e) There is no subsisting power, authority or otherwise any right or interest to enjoy, use, occupy or to do any other act in respect of the Schedule Property or any part thereof, in favour of any Person, except the Vendor;
- (f) There are no claims or proceedings instituted by or against any of the Vendor or any third party in respect of the Schedule Property or any part thereof, pending before any court or in any other judicial, quasi judicial or administrative authority or forum;
- (g) The Schedule Property is not subject to any claim of civil, revenue or any other liability by any authority under any Laws presently in force;
- (h) There are no rights of easement, path ways, public roads, traditional rights of use as access or otherwise given by the

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Vendor and there is free ingress and egress to the Schedule Property and there are no circumstances that would affect such free ingress and egress;

- (i) All property taxes and all other outgoings in respect of the Schedule Property have been properly remitted and there are no arrears outstanding or due. If there are any arrears and demands of rates, taxes, assessments, dues, levies and other outgoings payable in respect of the period prior to the date hereof (including those dues that may be claimed after the date hereof pertaining to the period prior to the date hereof), the same shall be paid by the Vendor directly to the concerned Governmental Authorities;
- (j) Upon execution of the Sale Deed, the absolute right, title and interest in the Schedule Property shall stand transferred in favour of Buyer absolutely and free from Encumbrances and the Buyer shall be entitled to quietly enter upon, hold, possess and develop the Schedule Property and, transfer or enjoy the Schedule Property as an absolute owner thereof, without any interference or disturbance by the Vendor or any one claiming through or under them. The possession has not been given to the purchaser.

For SAI PARENTERALS LIMITED

Director

5. BUYER REPRESENTATIONS AND WARRANTIES.

- 5.1. The Buyer has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Buyer;
- 5.2. The Buyer has arranged for sufficient funds to complete the transaction.
- 5.3 The Buyer is aware that it is their responsibility to remit the Tax Deduction at Source [TDS], at the prevailing rate from time to time for all the payments made in terms of this Agreement and Sale Deed.
- 5.3. The Buyer confirms that they have verified all the deeds and documents relating to the Schedule Property and after being totally satisfied with the marketable title of the Vendor to the Schedule Property agreed to purchase the Schedule Property from the Vendor. The Buyer also agrees that there is no liability on the Vendor with regard to title deeds of the property.
- 5.4 If any GST is levied on Seller on account of execution of this Agreement then the Purchaser shall pay the same to Seller.

For MEDREICH LIMITED

Managing Director

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6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1. Governing Law:

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the Laws of India. Each Party agrees that the courts in Bangalore shall have exclusive jurisdiction to settle any claim or matter arising under this Agreement.

6.2. Amicable Resolution of Disputes:

If any dispute arises in respect of the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one party hereto has been legitimate, arising out of this Agreement (a "Dispute") between the Parties, the Parties shall attempt to first resolve such dispute or claim through discussions between a nominated executive of the Purchaser and the Seller.

6.3. Arbitration:

If the Dispute is still not resolved through discussions between the nominated executive of the Purchaser and the Seller after thirty (30) days, then any Party may submit the claim or dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or its replacement in force at the time of any such arbitration. The Purchaser shall appoint one (1) arbitrator, the Seller shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint the third arbitrator (collectively the "Arbitration Board"). All arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be at Bangalore. The Parties shall be entitled to seek interim relief from the courts of Bangalore, India. The Arbitration Board shall decide any such dispute or claim strictly in accordance with the governing law of this Agreement specified in Clause 6.1

6.4. Enforcement:

Judgement upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

6.5. Costs and Nature of Award:

The arbitral award shall be substantiated in writing and the Arbitration Board shall also have the right to decide on the costs of arbitration proceedings. Any award made by the Arbitration Board shall be final and binding on each of the Parties that are parties to the Dispute.

6.6. Co-operation:

Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

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Director

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6.7. **Continuing Obligation:**

Subject to the award of the Arbitration Board, neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the Arbitration Board, the pendency of a Dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

6.8. **Seat of Arbitration and Jurisdiction:**

Subject to the above, the courts of Bangalore shall have exclusive territorial jurisdiction in respect of this Agreement.

6.9. **Severability:**

The Parties agree that the covenants, obligations and restrictions in this Agreement are reasonable in all circumstances. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Law, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

6.10. **Assignment:**

This Agreement shall inure to the benefit of and be binding upon the Parties and their successors-in-interest. Either Party may assign its rights and obligations under this Agreement to any Person with the prior written consent of the other Party.

6.11. **Specific performance**

Without prejudice to any remedy available under Law or this Agreement, this Agreement shall be specifically enforceable at the instance of either of the Parties.

6.12. **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

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Managing Director

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Managing Director

6.13. Entirety

This Agreement contains the whole agreement between the Vendor and the Purchaser in relation to the transactions contemplated by this Agreement and supersedes all previous agreements in relation to same between the Vendor and the Purchaser.

6.14. Amendments:

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

6.15. Headings:

The paragraph headings contained in this Agreement are for the convenience of the Parties and shall not affect the meaning, or interpretation of this Agreement.

6.16. Costs:

Seller shall bear their respective costs and expenses, including legal fees, in connection with their performance of and compliance with their liabilities and obligations under or in connection with this Agreement. In any event purchaser incurred any expenditure while performance of any compliance in relation to liabilities and obligations of the seller, the shall reimburse the same to the purchaser.

6.17. Stamp Duty:

The Purchaser shall bear and pay all stamp duty payable on this Agreement and the Transaction Documents.

- a) Stamp duty on this Agreement shall be borne by the Buyer.
- b) Stamp duty and registration charges for execution and registration of the Sale Deed shall be borne by the Buyer.

6.18. Independent Parties:

Each of the Parties shall act in all matters relating to the Agreement as an independent party and nothing contained herein shall constitute any of them as the agent or partner or employee of the other.

6.19. Notice:

- a. Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service or by registered post with acknowledgement due, in the manner as elected by the Party giving such notice to the following addresses:

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED

Director

For MEDREICH LIMITED

Managing Director

I. In the case of notices to the Vendor:

Address : Medreich Limited
No.12/8, Saraswathi Ammal Street,
Maruthi Sevanagar, Bangalore- 560 033
Attention : Mr. Pankaj Garg
Telephone : 080-40487100
Mail ID : pankaj.g@medreich .com

II. In the case of notices to the Buyer:

Address : Sai Parenterals Limited
D-4, Phase-V,
IDA,
Jeedimetla
Hyderabad-55
Attention : Mr. Anil Kumar
Director

Telephone :
Mail ID

- b. All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.
- c. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

6.20. **Termination:**

If the Vendor failing to perform its part of the contract i.e execution of Sale Deed by August,31 ,2022, then the Vendor shall return the advance amount received under this agreement.

- a. Upon termination of the Agreement in terms of this clause above, the advance Sale Consideration paid in terms of Clause 3.3 shall be returned to the Buyer in compliance with clause 6 within 7 business days after a refund of such amount is sought in writing by the Buyer.

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED



Director

For MEDREICH LIMITED



Managing Director

- b. On termination of the Agreement under Clause 6 and refund of the amounts, both the parties shall not have any rights, claims or obligations against each other.

6.21. Conveyance

Subject to the Vendor's Representations and Warranties, and subject to the Buyer paying the Sale Consideration under Clause 4 and 3 of this Agreement respectively, the Vendor shall execute register the Absolute Sale Deed and convey the Schedule Property in favour of the Buyer, so as to vest in the Buyer the absolute right, title and interest in the Schedule Property. The parties have agreed to execute Absolute Sale Deed by end August, 2022, or at such other date as agreed between the parties.

For SAI PARENTERALS LIMITED


Director

6.22. Covenants

The Vendor agree and undertake:

- (a) to ensure that no Encumbrance or third party rights (including by way of assignment, grant of power or authority) in or upon the Schedule Property or any part thereof in any manner whatsoever is hereinafter created;
- (b) to do and perform all such acts and deeds for execution and registration of the Sale Deed as soon as reasonably possible ;
- (c) to execute such other document(s) as may be required by the Buyer in order to absolutely convey the right, title and interest in the Schedule Property in favour of the Purchaser.
- (d) to forthwith inform the Buyer, in writing of any circumstances which in the Vendor's reasonable opinion could render any one or more of the Vendor Warranties untrue or inaccurate;
- (e) to handover peaceful possession of the Schedule Property on the execution of the Sale Deed;

For MEDREICH LIMITED


Managing Director

6.23. Waiver :

This Agreement may be modified, supplemented or amended only by a written instrument executed by the Parties hereto. No waiver of any provisions, condition or covenant of this Agreement shall be effective as against the waiving Party unless such waiver is in a writing signed by the waiving Party.

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

In Witness whereof, the Vendor and Vendee have executed this Agreement of Sale signed and delivered as of the day, month and the year first mentioned above.



For Medreich Limited

Pankaj Garg
Managing Director

A handwritten signature in blue ink, appearing to read 'Pankaj', written over the printed name.

1) Witness

A handwritten signature in blue ink, appearing to read 'Y. Venkatesh', written over the printed name.
(Y. VENKATESH)



Sai Parenterals Limited

Anil Kumar Karusala
Director

A handwritten signature in blue ink, appearing to read 'Anil Kumar', written over the printed name.

2) Witness

A handwritten signature in blue ink, appearing to read 'N. Sriram', written over the printed name.
(N. SRIRAM)

SCHEDULE PROPERTY

PART I

SI No.	Asset Description
1.	<p>Land</p> <p>Details of the land</p> <p>All that land measuring 1 acre 04.8 guntas equivalent to 5420.80 square yards or 48,787.20 Sq.ft situated in plot No.45 A& B, at survey Nos. 81,82 and 84, Bollaram Village, Jinnaram Mandal, Medak District, Telangana -503 325 along with the factory building measuring 64,846 Sq.ft and bounded on [IDA Bollaram]</p> <p>North by: 18 Meters Road</p> <p>South by: Land of Smt. C.K. Durga Rao</p> <p>East by: Plot No.46 and Land of Smt. C. K. Durga Rao</p> <p>West by: 18 Meters Road</p>

SI No.	Asset Description
2.	<p>Factory Building</p> <p>Building in plot No.45 A& B Anrich Industrial Estate, IDA Bollaram, SyNo.81, 82 and 84, Bollaram Village, Jinnaram Mandal, Medak District-503 325, Telangana</p> <p>RCC framed structure building consisting of ground, first and part second floor. Total built up area is 64,846 Sq.ft</p>

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

PART II

Plant & Machinery, Utilities, Computer and peripherals, Furnitures & Fixtures and Misc. Fixed assets

As per list enclosed.

Asset register enclosed in soft copy form.

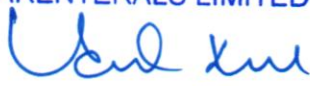
For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

PART III

Approvals, Licenses and Accreditations

Sl. No.	Description
1.	Certificate of License to manufacture for sale of drugs in form 26.
2.	Telangana State PCB Consent and authorisation for discharge of sewage and or trade effluents including Hazardous waste authorisation approval and consent including consent for manufacture of the Products Consent for Operations
3.	Telangana State PCB Consent and authorisation for discharge of Bio Medical waste
4.	Factory License issued by Department of Factories, Government of Telangana.

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

For SAI PARENTERALS LIMITED


Director

For MEDREICH LIMITED


Managing Director

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

For Medreich Limited


Pankaj Garg
Managing Director



Sai Parenterals Limited


Anil Kumar Karusala
Director

