

ఆంద్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

5. No. 694 Date.02-11-2022. Rs.50/-

Sold to: Dr. Jitendra Sharma, S/o. Shyam Sunder Sharma, Vizag. For Whom: Andhra Pradesh Medtech Zone Limited, Vizag.

AW 901466

Licenced Stamp Vendor
L. No. 03-11-015/2022Add: 12-16-2, Prakashrapeta,
Jagadamba Junction, Visakhapatnam – 530 002.

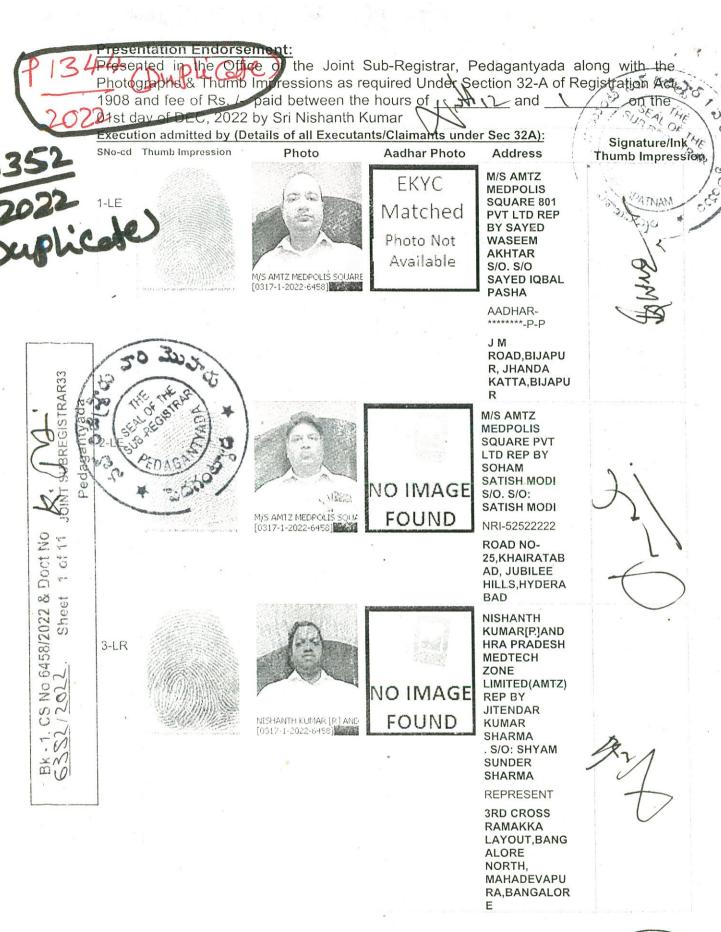
#### LEASE DEED

THIS DEED OF AGREEMENT executed at Visakhapatnam on this 18<sup>th</sup> day of November 2022, by M/s. Andhra Pradesh Medtech Zone Limited, a company incorporated under the Companies Act, 2013, an undertaking of the Government of Andhra Pradesh having its Corporate office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O., Visakhapatnam - 530031, Andhra Pradesh, India represented by Dr. Jitendra Kumar Sharma, S/o Mr. Shyam Sunder Sharma, Managing Director & CEO, hereinafter referred to as "Party of the FIRST PART" or "AMTZ" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

#### AND

- 1. M/s. AMTZ Medpolis Square Pvt. Ltd., a company incorporated under the Companies Act, 2013 and having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad 500 003, Telangana, represented by its Director Mr. Soham Modi.
- 2. M/s. AMTZ Medpolis Square 801 Pvt. Ltd., a company incorporated under the Companies Act, 2013 and having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad 500 pcg. Telangana, represented by its Director Mr.Sayed Waseem Akhtar.

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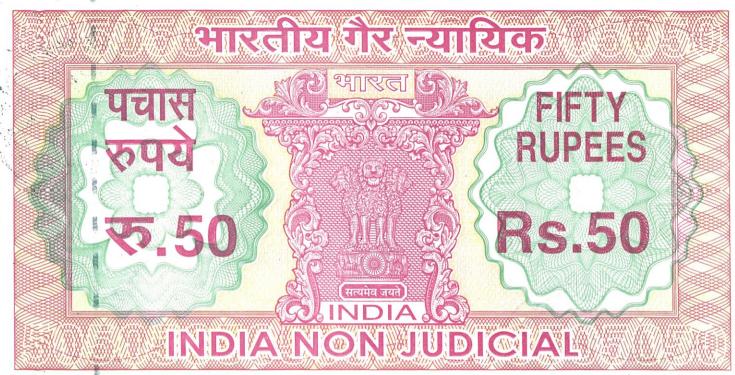




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S. No. 695 Date.02-11-2022. Rs.50/-

Sold to: Dr. Jitendra Sharma, S/o. Shyam Sunder Sharma, Vizag. For Whom: Andhra Pradesh Medtech Zone Limited, Vizag.

AW 901467

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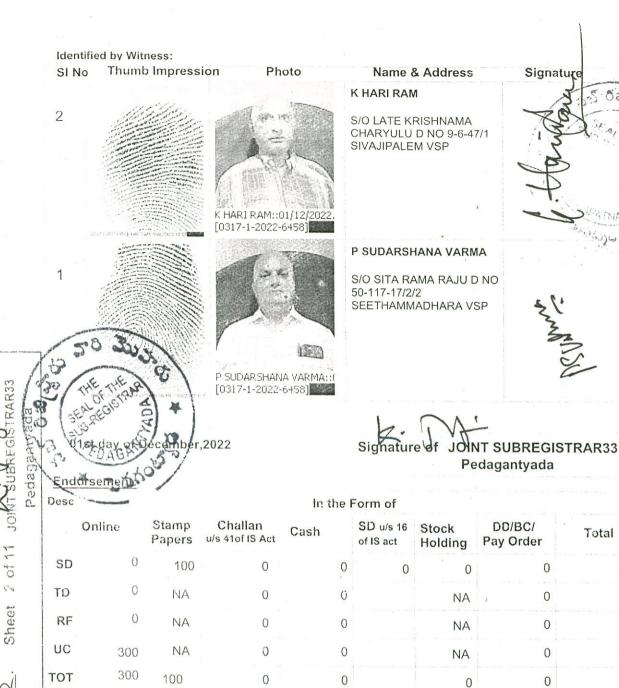
Hereinafter jointly referred to as the "Party of the SECOND PART" and severally as Medpolis Square and Medpolis 801, respectively, which expression, shall mean and include its legal representatives, heirs, executors, administrators, successors in interest, executors and assigns.

Party of the FIRST PART and Party of the SECOND PART are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

## WHEREAS

A. The Party of the FIRST PART has a mandate to create an industrial park in the 270-Acre of land at Visakhapatnam dedicated for medical device manufacturing that can accommodate over 200 manufacturing units and for formation of this Medical Technology Manufacturing Park ("Zone"), land to an extent of 204.46 acres was transferred by the Revenue Department vide G.O.Ms.No.272 dated July 01, 2016; and the balance 66.25 acres vide G.O.Ms.No.300 dated July 18, 2017 and G.O.Ms.No.395 dated September 05, 2017 in favour of Health Medical and family Welfare (H2) Department.





NOTE: TD:Transfer Duty, SD:Stamp Duty, RF:Registration Fee ,UC:=User Charges, TOT:Total, Desc:Description Rs. /- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 0/- towards Registration Fees on the chargeable value of Rs. 0/- was paid by the party through ONLINE No ,61299871992022 Dated ,30-NOV-22

Date

01st day of December,2022



Signature of Registering Officer
Pedagantyada



CS No 6458/2022 & Doct No



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- B. Subsequently, the Health Medical and family Welfare (H2) Department vide Memo No. 295254/H2/2016 dated August 17, 2016 transferred the land in favour of AMTZ and the following Conveyance Deeds were executed and registered with the Sub-Registrar, Dwarakanagar, Visakhapatnam District in favour of AMTZ: (i) Dated and registered on August 18, 2016 bearing document No. 4011/2016; (ii) Dated and registered on July 22, 2017 bearing document No. 6158/2017 of Book-1; (iii) Dated and registered on December 22, 2017 bearing document No. 6287/2017; (iv) Rectification Deed dated and registered on December 22, 2017 bearing document No. 6288/2017.
- C. The Revenue (REGN. 1) Department also passed the following orders exempting stamp duty and registration fee for AMTZ and the proposed manufacturing and other units within the Zone: (i) G.O.Ms.No.398 dated August 17, 2016; (ii) G.O.Ms.No. 169 dated May 17, 2017; (iii) G.O.Ms.No. 180 dated May 24, 2017; (iv) G.O.Ms.No. 558 dated November 24, 2017. To ensure support to Industries, the Government transferred AMTZ from the Health Medical & Family Welfare Department to the Industries, Infrastructure, Investment and Commerce Department vide G.O.Ms.No. 147 dated November 28, 2019.
- D. The Party of the SECOND PART has approached AMTZ to acquire a developed land measuring 9315 sq mtrs ("the Plot) in the Zone on lease for the purpose of setting up, operating, managing and maintaining building 801, Medpolis Square ("the Unit"), in compliance with the provisions of the applicable law and as per design and building plans sanctioned and approved by appropriate authority, as may be applicable.
- E. The Party of the FIRST PART has agreed to grant the Party of the SECOND PART the exclusive right to use the Plot and the Party of the SECOND PART has agreed to use and occupy the Plot on for setting up, operating, managing and maintaining the Unit, subject to the terms and conditions hereinafter.

#### NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Party of FIRST PART shall provide an infrastructure for the land development, road, electrical, water and effluent infrastructure and excluding the structures and buildings within the Plot.
- 2. The Party of SECOND PART shall be responsible for all civil structures in the Plot. The Party of SECOND PART shall start the development and construction of facility within 6 (six) months of taking possession of the Plot and undertake to start operations within 24 (twenty-four) months of possession.

3. TERM: The Lease term of this Agreement is for a period of 33 (Thirty-Three) years of from the date of signing this Lease Beed.

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- 4. LEASE PREMIUM CHARGES: Lease Premium Charges and other applicable taxes shall be payable by way of Demand Draft / Online Payment to the FIRST PART as mentioned above. The Party in the SECOND PART shall make the non-refundable one-time payment of INR 4,01,06,800/- (Rs. 400/- per sq ft) to the FIRST PART, prior to land registration.
- 5. The Party of SECOND PART shall also pay an annual lease amount of Rs. 1/- per sq. ft. per annum from the date of possession of the Plot. All payments shall be paid by way of Demand Draft / Online Payment to the Party of the FIRST PART.
- 6. The Party of the SECOND PART shall pay maintenance charges at the rates fixed by Party of the FIRST PART from time to time and the said rate is liable to be enhanced as and when it becomes necessary. The enhancement is a prerogative of the Party of the FIRST PART.
- 7. The Party of the SECOND PART shall have a separate electric connection for which they shall be liable to pay electricity charges directly to the authorised agency of electricity board as per regular electricity bill. The Party of the FIRST PART shall not be held responsible for the consequences of such non-payments by the Party of the SECOND PART. If any such utilities or services are not separately metered to the Unit or separately billed to the Unit, Party of the SECOND PART shall pay to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges jointly metered or billed with other premises in the Unit.
- 8. The Party of the SECOND PART shall pay water charges directly to the appropriate authority as per regular water bill, failing which it would face the costs and consequences of any action taken by the concerned authorities. If any such utilities or services are not separately metered to the Unit or separately billed to the Unit, Party of the SECOND PART shall pay to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges jointly metered or billed with other premises in the Unit.
- 9. The Party of the SECOND PART shall also pay the property tax and other public charges to the concerned authorities as and when demanded. If any such taxes or services are not separately charged to the Unit or separately billed to the Unit, Party of the SECOND PART shall reimburse to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges as billed by the statutory authorities.

10. The Party of SECOND PART shall start setting up of building 801, Manufacturing Square as per the approved building/ factory plan, within six months from the date of taking possession of the Plot and subsequently commence operations within 2 (two) years from the date of taking possession of the Plot, failing which the Party

of FIRST PART may seek justification for the delay of operations.

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- 11. The Party of the SECOND PART shall not change the purpose for which the property was allotted without prior approval of the Party of the FIRST PART.
- 12. The Party of SECOND PART shall utilize the property solely for the purpose for which the property was allotted and not for any other purpose without prior approval of AMTZ.
- 13. The Party of the SECOND PART shall not change the name of the Unit or transfer, assign sub-lease, sell or mortgage the Plot more fully described in the schedule hereunder from the date of allotment without prior intimation to the Party of the FIRST PART. The Party of the FIRST PART shall be entitled either to dissent or impose such conditions as the Party of the FIRST PART may think fit for such a transfer, sub-lease, etc.
- 14. The Party of the FIRST PART shall have the right of having access into any portion of the Unit at all times for the limited purpose of general maintenance of the Zone.
- 15. The Party of the SECOND PART shall not close, modify or alter the sewage / water lines inside the allotted Plot without the permission of the Party of the FIRST PART. The maintenance of the pipes, waterlines etc within the allocated Plot shall be the responsibility of the Party in the SECOND PART.
- 16. Any modifications/alternations/additions to the building or water/sewage lines in the Plot and digging any well/bore-well shall require prior approval of the concerned authorities and shall not be prejudicial to the interest of the other allottees /unit holders or to the homogeneity or purpose of the Industrial Estate. In the event of such prejudice, the Party of the FIRST PART shall have the liberty to intervene in the matter and, if necessary, to enter upon and inspect the Plot and give such directions as are required so that the homogeneity and purpose of the Industrial Estate is preserved intact and if such directions are violated, the Party of the FIRST PART shall have the power to take necessary action against the Party of the SECOND PART and claim damages.
- 17. The Party of the SECOND PART shall not, at any time, after the execution of this deed, cause or permit any nuisance in or upon the Unit that violate pollution norms as approved for the Unit.
- 18. Separate effluent treatment plant and equipment to prevent noise, vibrations and fire, health hazards etc., shall be erected or installed by the party of the SECOND PART within the Plot with approval of FIRST PART in accordance with the standards prescribed by the Andhra Pradesh Pollution Control Board or other authorities concerned.

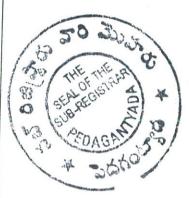
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- 19. The Party of the SECOND PART shall fully indemnify, defend and hold harmless the Party of the FIRST PART against any and all proceedings, actions and third-party claims arising out of a breach by the Party of the SECOND PART of any of its obligations under this Deed.
- 20. The Party of the SECOND PART agrees that the violation of any of the terms and conditions contained in this agreement shall entitle the Party of the FIRST PART to discontinue amenities and also entitle to claim damages from the Party of the SECOND PART.

### 21. Exit Option:

- a. In the event where the party of the SECOND PART is unable to fulfil its obligations under this Deed due to financial constraints or commercial reasons and if the Party of the SECOND PART claims that it is in his best interest and in the interest of the mandate of AMTZ, that discontinuation of the arrangement with AMTZ would be beneficial for meeting the objectives of the Zone, in such a case, the allottee, with the written consent of AMTZ, may transfer the lease rights of the land and the manufacturing facility including the plant and machinery to the New Allottee.
- b. Transfer of lease rights to a third party ("New Allottee"), shall be on a consideration, determined by the Party of the SECOND PART and the New Allottee shall be an undertaking in the med-tech segment competent to utilize such assets for meeting the objectives of the Zone. Party of the FIRST PART reserves its rights to decide on the competence/legibility of such a third party to be part of the Zone.
- c. The Party of the SECOND PART shall ensure that the terms of the said transfer is in compliance with the applicable laws of the land.
- d. The cost associated with exit shall be borne by the Party of the SECOND PART, inter-alia, cost of valuation, legal documentation, stamp duty and other out of pocket expenses.
- e. AMTZ shall continue to be the owner of the Plot and all the terms and conditions shall be decided in consultation with AMTZ.

#### 22. Arbitration:

In the event the Parties are unable to resolve any disagreement, dispute, controversy or claim in accordance with the above Article, such disagreement, dispute, controversy or claim shall be resolved in accordance with the following:

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- Submission of Disputes: Any disagreement, dispute, controversy or claim (a) arising out of or relating to this Deed or the interpretation hereof or any arrangements relating hereto or contemplated herein or the breach, termination or invalidity hereof shall be finally settled exclusively and by arbitration in accordance with this Article.
- The Parties shall refer any disputes arising between them, which relate to this Deed or contemplated hereby to a sole arbitrator to be mutually appointed by the Parties.

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The venue of arbitration shall be Visakhapatnam, Andhra Pradesh. Subject to the aforesaid arbitration provision, each Party agrees that the courts at Visakhapatnam, Andhra Pradesh shall have supervisory jurisdiction.

23. It is expressly agreed between the Parties that any dispute arises under this agreement, the court situated in Visakhapatnam shall alone have exclusive jurisdiction.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month

and year mentioned hereinbefore.	to have signed this beed on the day, month
For and on behalf of AMTZ	For and on behalf of AMTZ Medpolis
रमित कमना	Square Pvt. Ltd.
Visakhapatra	OLIO WHY A GLI
Dr. Jitendra Kumar Sharma	Mr. Soham Modi
Managing Director & CEO	Director
	For and on behalf of AMTZ Medpolis 801
	Square Pvt. Ltd.

Mr. Sayed Waseem Akhtar Director Witness: Date:

Date:

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# **SCHEDULE**

All that piece and parcel of the land measuring 9315 sq mtrs or 11141 sq yds (4050 sq mtrs in plot no. D1-95, 2160 sq mtrs in plot no. D1-94 part, 2025 sq mtrs in plot no. E2-109 and 1080 sq mtrs in plot no. E2-110 part) in Andhra Pradesh Medtech Zone Limited at Visakhapatnam, Property Tax Assessment No. 1086509931, Old Revenue Ward No. 54, New Revenue Ward No. 77, Zone VI of GVMC and comprised in Survey No. 480/2, Nadupuru, Pedagantyada Mandal, Visakhapatnam District, bounded by:

1949558.177N & 728453.219E 1949617.357N & 728331.882E 1949679.374N & 728362.130E 1949620.205N & 728483.466E

and situated within the Registration District of Visakhapatnam.

## **Location Description:**

North:

Plot D1-96

South:

Part of plot D1-94, part of plot E2-110, plot D1-93, plot E2-111

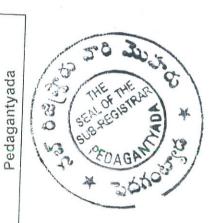
East:

18 mtr wide road

West:

24 mtr wide road – Uranus

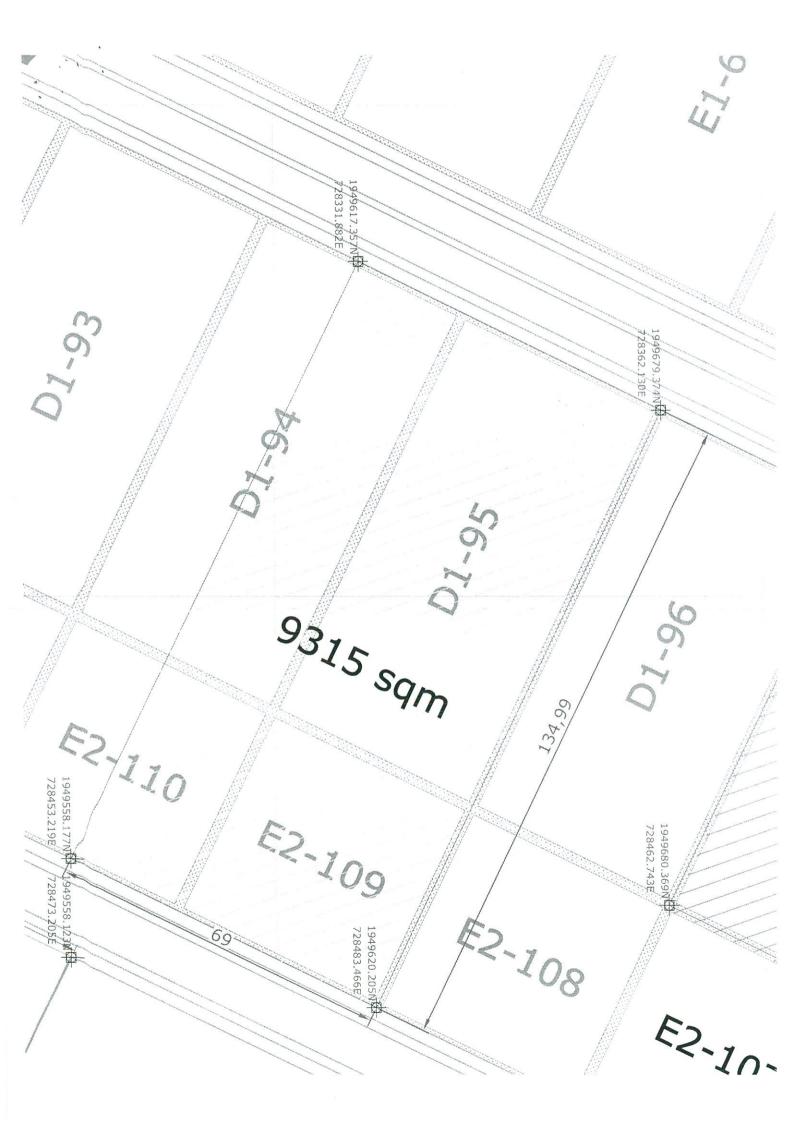
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ంద్ర ప్రదేశ్ ప్రభుత్వము, **రాష్ట్రాస్ స్ట్రామ్ ప్రస్తామ్ ప్ర** భూమి యజమాన్యపు హక్కుల రికార్డు ప్రకారము (I-బి) నమూనా (ROR)

# గ్రామ - వార్డు సీచీవాలయే శాఖ





జిల్లా: విశాఖపట్నం

ಮಂಡಲಮು : పెದ ಗಂಟ್ಯಾಡ



APESD AAII

Date: 29/07/2022

గ్రామము : నడిపూరు (పార్టు)

విస్తీర్ణము యూనిట్స్ : ఎ.గుం./ఎ.సం.

వరుస నం. 1	పట్టాదారు పేరు	(తండ్రి/భర్త పేరు)	ఖా <b>తా</b> నంబరు	సర్వే నంటరు మరియు సట్-డివిజన్	భూమి వివరణ	మొత్తం విస్తీర్ణము	పట్టాదారుకు ఏ విధముగా సంక్రమించింది, సాగుచేసారు
1	మెడికల్ టెక్నా లజీ మానిఫాచ్చురింగ్	3	4	11/15	6	7	8
1 2	పార్క్	పుడికల్ టెక్నాలజీ మానిఫాచ్చురంగ్ పార్క్	5555	475-2A	పోరంబోకు	3.3800	పట్టాదారు
			Sin	476-1	పోరంబోకు	5.2100	పట్టాద-రు
3				476-2A	ఫ్రోరంబోకు	3.2100	పట్టాదారు
4				477-1	పోరంటోకు	1.2200	పట్టాదారు
5	1.20.			477-2	పోరంబోకు	A	పట్టాదారు
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8				The state of		204.4600	
9				The training	ఫోరంబోకు		పట్టాదారు
10	VIAC.			大大型工	పోరంబోకు	4.7200	పట్టాదారు
11	WARAN STATE		4111	APIN AND		4.6600	పట్టాదారు
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13			KININ.	MINIT	పోరంబోకు	3.8000	పట్టాదారు
+		THE WAR	20111	47521	<b>పోరంబోకు</b>	5.2500	పట్టాదారు
14				481	ఫోరంబోకు	13.2700	ప్రభుత్వ భూమి

Certified By



Verified by Lokanadham Parvatheeswara Rao

Note: This is Digitally Signed Certificate, does not require physical signature at the application number mentioned in the Certificate.

Name: K. RAMA DEVI Designation: TAHSILDAR Mandal:పెద గంట్యాడ

Download Sertificate

Note: This is a Digitally Signed Certificate, does not require physical signature and this certificate can be verified at www.ap.meeseva.gov in by furnishing the application number mentioned in the Certificate

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#### **GOVERNMENT OF ANDHRA PRADESH** ABSTRACT.

Registration and Stamps Department - Exemption of Stamp Duty and Registration Fee in favour of Andhra Pradesh Med Tech Zone Ltd for establishment of Medical Technology manufacturing park at Visakhapatnam to an extent of 204.46 acres of land in Sy. No. 480/2 in Nadupuru(V), Padagantyada (M) Visakhapatnam District under section 9 (1) of the Indian Stamp Act 1899 and registration fee under Section 78 of the registration act 1908- Notification- Issued.

REVENUE (REGN.I) DEPARTMENT

#### G.O.Ms.No.398

Dated:17-08-2016 Read the following:-

1. G.O. Ms. No. 272, Rev (Assn.II) Deptt., Dt: 01.07.2016.

2. Health Medical & Family Welfare (H)Deptt., U.O. Note No. 295254/H/2016,Dt:08.08.2016.

#### ORDER:

The following notifications will be published in an Extraordinary Issue of the Andhra Pradesh Gazette, dated:19-08-2016.

#### NOTIFICATION-I

In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (Act II of 1899), the Governor of Andhra Pradesh hereby remits the Stamp Duty in full chargeable under the said Act in execution of Deed of conveyance by Health Medical & Family Welfare Department in favour of Andhra Pradesh Med Tech Zone Ltd in favour of Medical Technology manufacturing park at Visakhapatnam to an extent of 204.46 acres of land in Sy. No. 480/2 in Nadupuru(V), Padagantyada (M) Visakhapatnam District.

#### NOTIFICATION-II

In exercise of the powers conferred by section 78 of the Registration Act, 1908 (Act XVI of 1908), the Governor of Andhra Pradesh hereby makes the following amendment to the Item 1 of Category-I of "Table of Fees" under Registration Fees issued in G.O.Ms.No.463, Revenue (Registration-I) Department, dated 17th August, 2013, and published at pages 1-3 of part-I of extraordinary issue of Andhra Pradesh Gazettee dated: 17th August, 2013 as subsequently amended from time to time.

#### AMENDMENT

In the said "Table of Fees" after category 5( j ), the following shall be added, as 5(k) namely:-

(k) No registration fee shall be leviable on the execution of conveyance by Health Medical & Family Welfare Department in favour of Andhra Pradesh Med Tech Zone Ltd for establishment of Medical Technology manufacturing park at Visakhapatnam to an extent of 204.46 acres of land in Sy. No. 480/2 in Nadupuru(V), Padagantyada (M) Visakhapatnam District under Section 78 of the registration act 1908.

#### (BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

#### **AJEYA KALLAM** SPECIAL CHIEF SECRETARY TO GOVERNMENT

To

The Commissioner of Printing, Stationery and Stores Purchase (Printing Wing), A.P., Hyderabad (He is requested to publish the notification and furnish 25 copies to the Commissioner & Inspector General of Registration and Stamps, Andhra Pradesh, Hyderabad and (25) copies to the Government). The Director & Inspector General of Registration and Stamps,

Andhra Pradesh, Hyderabad.

The District Collector, Visakhapatnam.

Copy to:

The P.S. to Prl. Secy to CM,

The OSD to Deputy CM, Revenue,

The PS to Spl CS to GOvt., Revenue.

The Health Medical & Family Welfare Department.

The Revenue(Assgn.II)Department.

// FORWARDED :: BY ORDER //

SECTION OFFICER

CS No 6458/2022 & Doct No K Sheet 11 of 11 John Subregishtvada

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