



Government of Telangana Registration And Stamps Department

P-195/2022

Payment Details - Citizen Copy - Generated on 23/12/2022, 02:55 PM

SRO Name: 1516 Shamirpet

Receipt No: 8246

Receipt Date: 23/12/2022

Name: SAYED WASEEM AKHTAR

CS No/Doct No: 7835 / 2022

Transaction: Lease Deed

Challan No:

E-Challan No: D167D9221222

Chargeable Value: 0

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 22-DEC-22

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description

Amount Paid By

	Cash	Challan	DD	E-Challan
Registration Fee				136000
Deficit Stamp Duty				559900
Total:				695900

In Words: RUPEES SIX LAKH NINETY FIVE THOUSAND NINE HUNDRED ONLY

Prepared By: GRAAMU

Signature by SR



Government of Telangana Registration And Stamps Department

Payment Details - Citizen Copy - Generated on 23/12/2022, 03:38 PM

Receipt Date: 23/12/2022

Receipt No: 8247

SRO Name: 1516 Shamirpet

Name: SAYED WASEEM AKHTAR

CS No/Doct No: 7835 / 2022

E-Challan No: D69YEN231222

Transaction: Lease Deed

Challan No:

E-Challan Dt: 23-DEC-22

Chargeable Value: 0

DD No:

DD Dt:

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description

Amount Paid By

Cash

Challan

DD

E-Challan

1000

User Charges

1000

Total:

In Words: RUPEES ONE THOUSAND ONLY

Prepared By: SAIFALIKHAN

Signature by SR

Prepared By: GRAAMU



Government of Telangana Registration And Stamps Department

18/12/2022

P-195/2022

Payment Details - Citizen Copy - Generated on 23/12/2022, 02:54 PM

Receipt Date: 23/12/2022

Receipt No: 8245

SRO Name: 1516 Shamirpet

Name: SAYED WASEEM AKHTAR

Transaction: Lease Deed

Chargeable Value: 68000000 DD No:

Bank Name:
E-Challan Bank Name: YESB

DD Dt:

Bank Branch:

E-Challan Bank Branch:

CS No/Doct No: 7835 / 2022

Challan No:

Challan Dt:

E-Challan No: 852M5T211222

E-Challan Dt: 21-DEC-22

Account Description

Amount Paid By

Cash	Challan	DD	E-Challan
			800000
			1000
			801000

Deficit Stamp Duty
User Charges

Total:

In Words: RUPEES EIGHT LAKH ONE THOUSAND ONLY

Prepared By: GRAAMU

Signature by SR

666217

SCANNED

Doc No: 7811/2022

P-195/2022
ORIGINAL

LEASE DEED

BY

GV RESEARCH CENTERS PRIVATE LIMITED

IN FAVOUR OF

SYNGENE SCIENTIFIC SOLUTIONS LIMITED

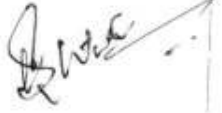
DATED 22nd DECEMBER 2022



Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 136000/- paid between the hours of 1 and 4 on the 23rd day of DEC, 2022 23rd day of DEC, 2022 by Sri Sayed Waseem Akhtar

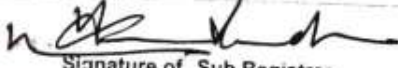
Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	LE		 SYNGENE SCIENTIFIC LIMITED [1516-1-2022-7835]	SYNGENE SCIENTIFIC SOLUTIONS LIMITED REP.BY.E.V.S.S.DEVI VARA PRASAD S/O. EDE RENUKARAO O/O ARYABHATA ROOM 1ST FLOOR BLOCK II VELANKANI TECHNOLOGY PARK 43 HOSUR ROAD ELECTRONICS CITY, PHASE 1 BANGALORE KARNATAKA	
2	LR		 GV RESEARCH CENTERS [1516-1-2022-7835]	GV RESEARCH CENTERS PRIVATE LIMITED REP.BY. SAYED WASEEM AKHTAR S/O. SAYED IQBAL PASHA O/O 5-4-187/3 & 4 SOHAM MANSION 2ND FLOOR MG ROAD, SEC BAD HYDERABAD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 DEWANSH VASHISHTH [1516-1-2022-7835]	DEWANSH VASHISHTH AADHAR	
2		 D ASHOK KUMAR::23/12 [1516-1-2022-7835]	D ASHOK KUMAR AADHAR	

23rd day of December, 2022


Signature of Sub Registrar
Shamirpet

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX3465 Name: Sayed Waseem Akhtar	S/O Sayed Iqbal Pasha, Bijapur, Bijapur, Karnataka, 586104	
2	Aadhaar No: XXXXXXXX7522 Name: Ede Venkata Surya Satyanarayana Devi Vara Prasad	S/O Ede Renukarao, Musheerabad, Hyderabad, Telangana, 500020	

Bk-1 CS No 7835/2022 & Doct No

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Shamirpet
7811 2022



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Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	1359900	0	0	0	1360000
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	136000	0	0	0	136000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	1496900	0	0	0	1497000

Rs. 1359900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 136000/- towards Registration Fees on the chargeable value of Rs. 67999640/- was paid by the party through E-Challan/BC/Pay Order No .852M5T211222,D167D9221222 dated ,21-DEC-22,22-DEC-22 of ,YESB/,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 801050/-, DATE: 21-DEC-22, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 7013040798429,PAYMENT MODE:NB-1001138,ATRN:7013040798429,REMITTER NAME: MR. SOHAM MODI,EXECUTANT NAME: GV RESEARCH CENTERS PRIVATE LIMITED,CLAIMANT NAME: SYNGENE SCIENTIFIC SOLUTIONS LIMITED)
(2). AMOUNT PAID: Rs. 695900/-, DATE: 22-DEC-22, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 8180102692737,PAYMENT MODE:NB-1001138,ATRN:8180102692737,REMITTER NAME: MR. SOHAM MODI,EXECUTANT NAME: GV RESEARCH CENTERS PRIVATE LIMITED,CLAIMANT NAME: SYNGENE SCIENTIFIC SOLUTIONS LIMITED).

Date:

23rd day of December,2022

[Signature]
Signature of Registering Officer

Shamirpet

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16 ఫిబ్రవరి 2023 (19.4.1944) నా
7811...నెంబరుగా రిజిస్టర్ చేయబడినది. స్వామిరేట్
జమీన్దార్ అండ్ సెంటర్ 1518-1-7811...2022
జమీన్దార్
22.12.2022 & 23.12.2022
28.12.2022
[Signature]
జమీన్దార్ అండ్ సెంటర్
జమీన్దార్

NOTE: USER Charges collected RS 1000/-
vide e-challan no: D69YEN231222 dt 23/12/22

NOTE: one (1) COPY has been Registered
along with the original

[Signature]
Sub-Registrar
Shamirpet

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Sold To/Issued To:
Mahipal
For Ihom/ID Proof:
Syngene SSL

FLORIN REALTIES
E/1, BHOIRAM
PLOT 3, 3RD
FLOOR, PERUMALUR
PULLEY STREET
HYDERABAD 500003
TELANGANA
INDIA

भारत
INDIA
भारतीय गैर न्यायिक
भारतीय गैर न्यायिक



₹ 0000100/-
ZERO ZERO ZERO ZERO ONE ZERO ZERO

Agreement
38153161871724477942-00262218
2816216 12/2006

LEASE DEED

THIS LEASE DEED ("Lease Deed") is executed at Hyderabad on 22nd December 2022 ("Execution Date").

BY

GV Research Centers Private Limited, a company incorporated under the Companies Act, 1956, bearing CIN U73200TG2018PTC126666 and having its registered office at 3-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad, Telangana – 500003, India, represented by its Authorised Signatory (hereinafter referred to as the "Lessor", which expression shall unless contrary to/or repugnant to the context thereof mean & include its successors and assigns) **OF THE ONE PART;**

IN FAVOUR OF

Syngene Scientific Solutions Limited, a company incorporated under the Companies Act, 2013, bearing CIN U73200KA2022PLC164804 and having its registered office at Aryabhata Room, 1st Floor, Block II, Velankani Technology Park, 43, Hosur Road, Electronics City, Phase 1, Bangalore, Karnataka – 560100, India, represented by its Authorised Signatory (hereinafter referred to as "Lessee", which expression shall unless contrary to/or repugnant to the context thereof mean & include its successors and assigns) **OF THE OTHER PART.**

WITNESSED:

- A. **WHEREAS** the Lessor is the owner and is in possession of Plot No. 3, Synergy Square II, MN Park Genome Valley, Shameerpet, Medchal - Malkajgiri District, Hyderabad, Telangana – 500 078, measuring 9.21 Acres (more fully described in the *Schedule A* hereunder and hereinafter referred to as the "Land"), having acquired it by virtue of a registered sale deed dated September 26th 2018 bearing document number 6402/2018 ("Sale Deed");
- B. **AND WHEREAS** the Lessor has developed the land into a Research and Development Centre known as 'Innopolis' (hereinafter referred to as "Park") to inter alia provide state of the art commercial laboratory space and related services to the tenant companies to carry out their research and development activities ("Project"), including the building No. 4545 admeasuring 1,04,000 square feet leasable area ("Building 4545"), that including admeasuring 98,000 square feet of leasable area for Laboratory space & 6000 square feet of leasable area for canteen space for the use of laboratories for pharmaceutical and biotech research and development and formulations;
- C. **AND WHEREAS** the Lessee has sought a lease and the Lessor has agreed to grant on lease in favour of the Lessee Building 4545 which comprises of laboratory spaces admeasuring approximately 98,000 square feet having 4 floors, i.e., ground floor + 3 floors, each admeasuring 24,500 square feet of leasable area (hereinafter referred to as "Laboratory Space") and 6,000 square feet of canteen area located in the Building 4545 ("Canteen")



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(Laboratory Spaces and Canteen), are hereinafter collectively referred to as "**Premises**", more fully described in the table in Clause 2.2.1, and **Schedule A**);

- D. **AND WHEREAS** the Parties have signed a binding letter of intent dated 30 September 2022 ("**LOI**"). The Lessee has paid, to the Lessor, first tranche of interest free refundable security deposit of INR 1,91,00,000 (Indian Rupees One Crore Ninety One Lakhs) (equivalent to 3 months of Base Rent) ("**First Tranche Deposit**") on 10 November 2022.
- E. **AND WHEREAS** the Parties are entering into this Lease Deed to document the terms on which the Lessor shall grant in favour of the Lessee a lease of the Premises.

AND THEREFORE, THIS LEASE DEED WITNESSETH as follows:

DEFINITIONS

Unless the context herein otherwise provides and apart from the terms which may be defined elsewhere in this Lease Deed, the following terms shall have the meanings assigned hereto:

- 1.1. "**Applicable Law**" or "**Law**" shall mean any laws, statutes, rules, regulations, directives, bye laws, codes of conduct, mandatory guidelines which have legal effect, judgments, awards, decrees, writs, orders or requirements of any Governmental Authority and other binding actions or requirements of any government; department, agency or instrumentality of any government; regulatory authority, any court or arbitral tribunal in India for the time being in force;
- 1.2. "**Base Rent**" or "**Rent**" shall mean the monthly consideration payable by the Lessee to the Lessor for taking the Premises on lease in the manner provided in Schedule D hereunder, being the aggregate rent on Warm Shell of the Laboratory Spaces and Canteen. Collectively, hereinafter referred to as '**Total Base Rent**'.
- 1.3. "**Business Day(s)**" shall mean a day on which scheduled commercial banks are open for normal banking business in Hyderabad;
- 1.4. "**Building 2727**" shall mean the building admeasuring 1,10,000 square feet of leasable area, situated at Plot No. 3, Synergy Square II, MN Park Genome Valley, Shameerpet, Medchal - Malkajgiri District, Hyderabad, Telangana - 500078;
- 1.5. "**Building 3600**" shall mean the building proposed to be constructed at Plot No. 3, Synergy Square II, MN Park Genome Valley, Shameerpet, Medchal - Malkajgiri District, Hyderabad, Telangana - 500078;
- 1.6. "**BC Plan**" shall be the plan agreed between the Parties in writing;
- 1.7. "**Car Parking Layout Plan**" shall mean the plan attached hereto as *Annexure A* bearing out where the Car Parks provided for the use of the Lessee are located;
- 1.8. "**Car Parks**" shall mean the car parking spaces in and around or within the Park allotted to the Lessee on exclusive basis for parking cars or light motor vehicles;



Expressed



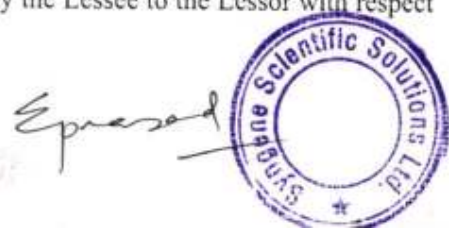
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28/11/2022



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- 1.9. **"Common Areas"** shall mean all portions of the Building 4545 which are provided by the Lessor for the non-exclusive use or benefit of the Lessee and the other occupants of the Building 4545;
- 1.10. **"Confidential Information"** shall have the meaning ascribed to the term in Clause 29.4;
- 1.11. **"Environmental Requirements"** shall mean all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders, guidelines, directives or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment and any regulations or policies promulgated or issued thereunder;
- 1.12. **"FM Agreement"** shall have the meaning ascribed to it in Clause 15.2;
- 1.13. **"Force Majeure"** shall have the meaning ascribed to the term in Clause 24;
- 1.14. **"Governmental Authority"** shall mean the Government of India or of any state or Union Territory in India, or any department thereof, any semi-governmental or judicial or quasi-judicial person in India or any person (whether autonomous or not) who is charged with the administration of an Indian law;
- 1.15. **"Ground Floor"** shall mean suite 01/4545 of Building 4545;
- 1.16. **"Hazardous Material(s)"** shall mean and include any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, and including without limitation asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas);
- 1.17. **"Hazardous Wastes"** shall mean all hazardous wastes, radioactive wastes, biomedical wastes, municipal solid waste, e-wastes, chemical wastes and any other waste in terms of the Air (Prevention and Control of Pollution) Act, 1981, the Water (Prevention and Control of Pollution) Act, 1974, the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 (framed under Environment (Protection) Act, 1986), the Atomic Energy (Safe Disposal of Radioactive Wastes) Rules, 1987 (framed under the Atomic Energy Act, 1962), the Bio-Medical Waste (Management and Handling) Rules, 1998 (framed under Environment (Protection) Act, 1986), the Municipal Solid Wastes (Management and Handling) Rules, 1999 (framed under Environment (Protection) Act, 1986), and shall include spent solvents, expired medicines, used gloves, used chemical bottles, etc.;
- 1.18. **"Initial Term"** shall have the meaning ascribed to the term in Clause 4.1;
- 1.19. **"Insolvency Event"** shall mean the occurrence of any of the following events (i) admission of a winding up petition in the court (voluntary or involuntary) against the Lessee, or (ii) passing of a resolution for the winding-up of the Lessee, or appointment of a provisional liquidator in respect of the Lessee or its assets by a court or tribunal of competent jurisdiction;
- 1.20. **"Laboratory Rent"** shall mean the Base Rent payable by the Lessee to the Lessor with respect



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- to the Laboratory Spaces as further detailed under Clause 5.1.1(a);
- 1.21. **"Laboratory Spaces"** shall have the meaning ascribed to the area earmarked for use as a laboratory as defined in **Recital C**.
- 1.22. **"Lease"** shall wherever referred mean this lease transaction and include this Lease Deed executed between the Parties hereto.
- 1.23. **"Lease Commencement Date" or "Handover Date"** shall mean the dates provided in Clause 2.2.2;
- 1.24. **"Lease Deed"** shall mean and include this Lease Deed, the schedules and annexures attached hereto and any amendments made by mutual consent in writing;
- 1.25. **"Lessee Delay"** shall have the meaning ascribed to the term in Clause 4.1(b) and more fully described in **Annexure D**;
- 1.26. **"Lessee's Property"** shall have the meaning ascribed to the term in Clause 7.12;
- 1.27. **"Lessor's Work"** shall mean the Warm Shell of Laboratory Spaces and Canteen (more fully described in **Schedule B, C and CI**);
- 1.28. **"Liquidated Damages"** wherever referred to in this Lease Deed shall mean and are genuine pre-estimates of the losses that would be incurred by the Party entitled to such Liquidated Damages;
- 1.29. **"Lock-in Period"** shall mean the first 60 (sixty) months from Rent Commencement Date of the Ground Floor or any other floor taken first by Lessee at its discretion, which shall be applicable for all the floors;
- 1.30. **"MEP Consultant"** refers to the third-party consultant appointed by the mutual consent of the Lessee and the Lessor to determine the completion of MEP and installation of equipment in the leasable area.
- 1.31. **"Overall Lessor's Work"** shall mean the overall responsibility of the Lessor as detailed in Schedule C;
- 1.32. **"Party"** shall mean either the Lessor or the Lessee, and **"Parties"** shall have a collective reference to the Lessor and the Lessee;
- 1.33. **"Penalty"** shall have the meaning ascribed to it in Clause 2.3;
- 1.34. **"Permitted Use"** shall mean the use of the Premises by the Lessee for the purposes provided in the Consent for Establishment (CFE) and/or Consent for Operation (CFO) issued by State Pollution Control Board under the Applicable Law;
- 1.35. **"Premises"** shall have the meaning ascribed to the term in **Recital C**;
- 1.36. **"Refundable Security Deposit"** shall have the meaning ascribed to term in Clause 6.1;



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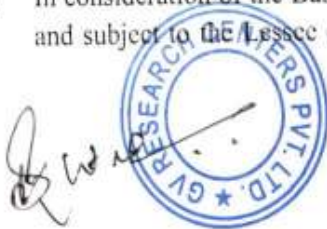
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- 1.37. **"Renewal Term"** shall have the meaning ascribed to the term in Clause 4.2;
- 1.38. **"Right Of First Refusal" or "ROFR"** shall have the meaning ascribed to in Clause 2A;
- 1.39. **"SHE Norms"** shall be the norms laid down by the Lessor from time to time in order to restrict the misuse of the Premises and adopt good standard practices for the health and safety of the environment within Project, including without limitation measures to contain air and water pollution, proper disposal of Hazardous Materials and Hazardous Wastes, restricting the number of fume hoods per square foot of Laboratory Spaces, restricting the number of scientists operating per laboratory etc.,
- 1.40. **"Surrender Plan"** shall be the plan detailing surrender of the Premises by the Lessee upon early termination or expiry of the Lease Term or Renewal Term if any, and as agreed between the Parties in writing;
- 1.41. **"Term"** shall mean the lease period during which Lessee has occupied / shall occupy the Premises and includes Initial Term and Renewal Term/s as further detailed under Clause 4 of this Lease Deed.
- 1.42. **"Warm-Shell"** means completion of base building structure by Lessor as per Lessor Specifications and includes all items and equipment listed in **Schedule C** and **C1**; and shall include the following:
- a. installation, repairs, and maintenance, keeping all installed equipment and systems in good and operational condition from time to time and with back-up / contingency provisions to make zero or near to that down time,
 - b. Fire hydrant system,
 - c. Chiller, BMS/IP camera,
 - d. External area, Fire Alarm (External area), Lifts and Staircase,
 - e. 100% DG Power back up,
 - f. Finished toilets as per lessee's Specifications, Finished Lobbies as per lessee's Specifications,
 - g. High side AC consisting of common chillers with piping upto the AHU on the terrace
- 1.43. **"Building"** means and includes a permanent structure with entry and exit, internal, external, doors, windows, staircases, lifts, terrace, staircases, elevators, canopies (as applicable for door openings). The Lessor agrees to maintain all these items at their own costs in an appropriate condition to cover all the fixed assets installed by them under comprehensive annual maintenance and insurance from time to time to ensure that the Lessee would be able to make use of them. Installation, repair and maintenance, keeping all installed equipment and systems in good operational condition from time to time and with back-up / contingency provisions to make zero or near to that down-time.

GRANT OF LEASE

- 2.1 In consideration of the Base Rent agreed to be paid by the Lessee as set out in this Lease Deed and subject to the Lessee complying with the covenants and conditions mentioned herein, the



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Lessor hereby grants lawfully in compliance with all applicable laws in favour of the Lessee the lease of the Premises with the right for the Lessee, its group companies (viz., the Biocon Group Companies) and its and their respective employees, servants, agents, customers, visitors and persons authorized by the Lessee to use on 24 hours a day, 7 days week and 365 days of year all that piece and parcel of the Premises with ingress and egress rights to the common area facilities in the Building 4545, to hold the same unto by the Lessee.

2.2 The lease of Premises shall be as provided herein below.

2.2.1 For the purposes of this Lease Deed, 'leasable area' means the built-up area as detailed in the following table:

Laboratory Spaces	a. Suites 01/4545 on ground floor – admeasuring 24,500 square feet b. Suites 11 / 4545 on first floor – admeasuring 24,500 square feet c. Suites 21 /4545 on Second Floor – admeasuring 24,500 square feet d. Suites 31/4545 on Third Floor – admeasuring 24,500 square feet
Temporary Canteen	a. The total area to be provided to the Lessee as Canteen includes substituting area of 6,000 square feet pertaining to Building 2727, without any additional payments. The Lessee shall lease in multiples of 1500 square feet from time to time against payment of INR 35 per square feet per month towards rent and INR 11 per square feet per month towards CAM charges effective from the date of its usage. The Lessor shall arrange the Canteen by or before 30 April 2023 in Building 4545, pending construction of Building 3600. b. The Parties have agreed that the Lessor shall lease, and the Lessee shall take on lease, 1500 square feet of cafeteria space for every floor leased in Building 4545, i.e., a total of 6000 square feet as Canteen. The Lessor will lease the Canteen on a temporary basis to be used by Lessee until a permanent cafeteria, admeasuring 12,000 square feet, is ready for occupation in a separate facility ("Permanent Cafeteria") behind hydrogenation room in Building 3600. c. However, the Lessee may opt to lease less than 6000 square feet in Building 3600 or 4545, however, such leasing option shall be exercised in multiples of 1500 square feet only. Once the Permanent Cafeteria is made available, the space at upper basement of Building 2727 which is utilised as makeshift cafeteria as of the date of this Lease Deed, shall be retained by the Lessee. It is agreed that no additional charges shall be payable for the electrical panel room, however the rentals for the make-shift cafeteria in upper basement of Building 2727



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	shall be payable at the then prevailing support space area rentals of Building 2727, which shall be recorded in writing by way of a separate document. d. The Lessor agrees to build and make available the Permanent Cafeteria by or before July 1, 2024. e. The Lessor agrees to provide food counter, tables and chairs of good quality, plates, plate cleaning area and all facilities like furniture, fixture, fittings with utilities, maintenance, cleaning and hygiene, etc. in the Canteen and / or Permanent Cafeteria. f. In the event the Lessee takes on lease the entire Building and the Permanent Cafeteria is not ready for use, the Lessor shall arrange for temporary cafeteria within the Park for use by the Lessee, for the interim period.
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- 2.2.2 The Lease Commencement Date and Rent Commencement Date shall be on the basis of floor wise occupancy from the Lessee as defined in the below table:

Table A

Floor (1)	Leasable Area (Sft)	Canteen Area (reserved) Sft (2)	Lease Commencement Date	Rent Commencement Date
Suite 01/4545	24,500	1,500	01/Apr/23	01/Sep/23
Suite 11/4545	24,500	1,500	01/Sep/23	01/Feb/24
Suite 21/4545	24,500	1,500	01/Feb/24	01/Jul/24
Suite 31/4545	24,500	1,500	01/Jul/24	01/Dec/24
Total	98,000	6,000		

- 2.2.3 The Lessor declares & confirms that all necessary regulatory approvals to build and operate the facility have been obtained or will be obtained and shall be submitted to the Lessee on or before 01st April 2023 and assures the Lessee that it undertakes to fulfill its obligation as agreed upon, or the date of actual handover, whichever is earlier.
- 2.2.4 The lease shall commence from the dates provided in Table A or from the actual date of takeover of each floor by the Lessee, which takeover shall not be after the dates provided in Table A above. The Lessee may take on lease the entire Building or any floor from the Lease Commencement Date, along with the terrace.
- 2.2.5 The Lessee may opt for the Lease Commencement Date before the dates mentioned in Table A. In the event the Premises is taken over by Lessee prior to the dates provided in Table A, such date shall be treated as Lease Commencement Date and the Rent



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Commencement Date shall commence 5 months from the actual date of handover of each floor. The Lessee shall also be entitled to interchange the Lease Commencement Dates of the floors. The Parties have agreed that the floor first taken on lease by the Lessee shall be considered as the trigger date for Lease Commencement Date, Rent Commencement Date, escalations, etc.

- 2.2.6 It is agreed between the Parties that the Lease Commencement Date shall only commence from the handover of Premises after completion of all works by the Lessor including MEP works and obtaining of statutory approvals, completion of all MEP works as certified by a MEP Consultant. The MEP Consultant shall further certify that each floor is ready for fit-outs and installations are in place.
- 2.2.7 It is agreed that the trigger for escalations as per Clause 5.2 shall be the Rent Commencement Date.
- 2.2.8 The Lease Commencement Date shall commence upon completion of all the below events:
- a. The Lessor shall carry out the Lessor's Work set out in Schedule B, C and C1 and hand over the Premises in accordance with the terms of this Lease Deed. Prior to such handover, the Lessor and the Lessee shall appoint the MEP Consultant atleast 45 days prior to the Lease Commencement Date of Ground Floor or any other floor taken on lease by the Lessor before the Ground Floor for inspection of the Premises. The inspection shall be scheduled atleast 30 days prior to the Lease Commencement Date envisaged in Table A. In the event that there are any deviations, pending works in the Premises with respect to the **Schedule B, C and C1** the MEP Consultant shall issue a comprehensive list of such deviations or incomplete works and intimate the same to the Parties in writing within 2 (Two) Business Days from the date of inspection. The Lessor shall rectify such deviations within 30 days, unless such time period for rectification is extended upon mutual agreement between the Parties in writing. Upon rectification of the deviations, the Lessor shall handover the Premises to the Lessee.
 - b. The Lessor shall have provided the submission date of all statutory regulatory approvals to the Lessee.
 - c. The Lessor shall have provided the date of availability of all utilities in operation mode (Lifts/ STP/ Fire hydrants).
- 2.2.9 **Rent-free period:** the Lessor shall provide a 5 (Five) months' rent-free period to the Lessee as per Table A above, during which the Lessee shall not be required to pay the Total Base Rent and CAM Charges. However, the Reimbursable Charges shall be payable by the Lessee for each floor from the respective Lease Commencement Date and will be charged on actuals based on the invoices received from the relevant authorities.



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2.3 In the event, the Premises is not handed over to the Lessee on or before the Lease Commencement Date as per Table A above, the Lessee shall have a right to impose penalty on the Lessor by way of liquidated damages in the following manner ("Penalty"):

- a. Where there is a delay of 30 days: the Lessee shall provide a grace period of 30 days and shall not impose any penalty, subject to any extension mutually agreed as per Clause 2.2.8 above;
- b. Where there is a delay of more than 30 days but not exceeding 60 days: the Lessee may charge an amount equivalent to 1.5 times of Total Base Rent and CAM, or INR 2,50,000 per week of delay, whichever is higher;
- c. Where there is a delay of more than 60 days but not exceeding 90 days: the Lessee may charge an amount equivalent to 2 times of Total Base Rent and CAM, or INR 5,00,000 per week of delay, whichever is higher;
- d. Where delay the beyond 90 days: the Lessee shall have a right to terminate this Lease Deed, in addition to the termination by the Lessee, the Lessor shall also pay the above penalty accrued until the date on which the Lessee exercises its right to terminate.

It is agreed between the Parties that the Penalty shall be levied only on the rent of the specific floor whose delivery to the Lessee is delayed by the Lessor.

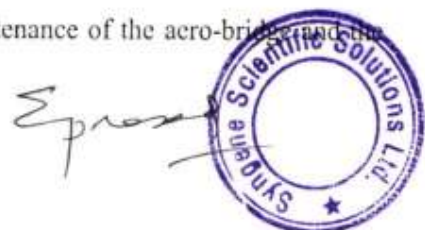
2A Right of First Refusal.

The Lessor herein has agreed that Lessee is entitled to a Right of First Refusal, to take up, on lease, any subsequent building that may be constructed within the Park (such right shall hereinafter be referred to as "**Right Of First Refusal**" or "**ROFR**") as per the rates of which shall be agreed by the Parties in a separate lease deed.

In the event the Lessor intends to give on lease subsequent buildings constructed within the Park ("**Subsequent Buildings**"), it shall provide to the Lessee a written offer along with the terms and conditions ("**ROFR Offer**"). In the event Lessee accepts in writing the ROFR Offer made by Lessor within 60 (sixty) days of receipt of such ROFR Offer, then within 60 (sixty) days of acceptance of the ROFR Offer, the Parties shall enter into such lease deeds or else the ROFR Offer shall be deemed to have lapsed. It is hereby agreed that in the event, Lessee rejects or fails to confirm its acceptance in writing within 60 (sixty) days of receipt of such ROFR Offer, the Lessor shall have the right to lease the Subsequent Buildings to any third as it deems fit and proper.

2.4 Additional leasing

- a. Connecting passage between third floor of Building 2727 and third floor of Building 4545 (aero bridge) shall be allotted on lease basis to the Lessee for their exclusive use subjected to payment of rentals at the rate of INR 35 per square feet per month along with escalations at a rate of 5% per annum.
- b. The Lessee shall be responsible for the internal maintenance of the aero-bridge and the



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Lessor shall be responsible for its external cleaning. It is agreed that no maintenance charges shall be payable for aero bridge

- c. The Lessee may use the atrium on a non-exclusive basis at no rent charged for such use. It is agreed that the Lessor shall not use the atrium for any commercial purpose except setting up of pay & use cafeteria, etc. The Lessor shall ensure reasonable access controls to prevent any breach of safety & security.
- d. The Lessor shall earmark additional space for chemical storage store (in building 5600/C) or any support space for warehouse or quenching station. The rates of these additional spaces shall be equivalent to the then prevailing rates for Building 2727.

In the event Lessee is desirous of taking on lease any space in addition to the Premises, the terms governing such additional leasing shall be mutually agreed and recorded by the Parties in writing by way of a duly executed addendum / agreement.

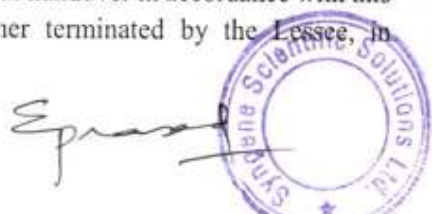
CAR PARK

- 3.1. Exclusive Car Parks: In consideration of the Lessee leasing the Premises as stated above, the Lessor shall provide to the Lessee: 49 (forty-nine) car park, which is equivalent to 1 car park dedicated for every 2,000 square feet of Laboratory Space for the exclusive use of the Lessee 'Dedicated Car Parking' at no additional cost. The Dedicated Car Parking Area shall be provided by April 1, 2023 reserved for the Lessee as part of lease of Premises and is inclusive of Warm Shell Rent payable by the Lessee. This Exclusive Car Parking is all-inclusive of the Total Base Rent paid for the Premises and shall be without any additional costs to the Lessee. In the event, Parties agree for extending the extent of Premises to the Lessee, a proportionate number of Car Parks will also be extended without any additional charges to the Lessee. In case of construction obstructing any area, the Lessor shall arrange temporary car parking for Lessee, with adequate space for light motor vehicles to maneuver.
- 3.2. Additional Car Parks. Further, the Lessor shall in good faith make reasonable efforts to enhance the car parking capacity as required by the Lessee, subject to availability, and if available, shall grant the Lessee Additional Car Parks required by the Lessee over and above the said number of Exclusive Car Parking. The charges payable by the Lessee to the Lessor with respect to the additional Car Parks is INR 1,900/- (Indian Rupees One Thousand Nine Hundred) for each Car Park per month in the manner detailed in **Schedule D**.

For the sake of clarity, the Exclusive Car Parking shall mean and include both the two-wheeler and four-wheeler parking together.

LEASE TERM

- 4.1 (a) The Lessor shall deliver possession of the Premises to the Lessee on or before the Lease Commencement Date, in accordance with the dates and terms mentioned in Clause 2 above. The duration of the lease with respect to the Premises and the Exclusive Car Parking shall commence on the Lease Commencement Date and shall expire 10 (ten) years from Lease Commencement Date of the Premises, i.e., 31st March 2024 or the date of actual handover in accordance with this Clause, whichever is later ("**Initial Term**"), unless sooner terminated by the Lessee, in





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accordance with the terms set out in this Lease Deed. Lessor shall not have any right to terminate the lease during the Initial Term, except for material breach of the terms and conditions of Lease Deed by Lessee.

(b) The Lease Commencement Date for the Premises shall be recorded by way of a letter. In the event the Lessor has not handed over the possession of the Premises as per this Lease Deed, for reasons not attributable to the Lessee, the Lessee shall have the right to levy Penalty as set out in Clause 2.3 without any liability to pay for Total Base Rent for Lock-in Period for the unoccupied part of the Premises. However, in the event that such delay in handing over of the Premises is attributable to the Lessee in any manner ("**Lessee Delay**") then the Lessee shall not have any right to terminate this Lease and/ or any termination shall be in accordance with the terms of this Lease Deed including Clause 21.1 (b) or 21.2, as the case may be, but not limited to terms and conditions relating to Lock-in.

- 4.2 The Lessee shall have the sole option, but not obligation to seek renewal of the lease with respect to the Premises and the Exclusive Car Parking either in part or in whole, for such further period as required by the Lessee, after the expiry of the Initial Term ("**Renewal Term**") by serving notice to this effect on the Lessor, 6 (Six) months prior to the expiry of the then Term and Lessor shall renew the lease Term. Lessor shall, in any event, give a prior written notice of 24 months to Lessee for renewal of Initial Term. For the sake of clarity, the Lessee shall at its sole discretion request for renewal of lease term for any number of years or period and for any number of successive Renewal Terms, as required by the Lessee and Lessor shall renew the lease Term. The Lessee shall have no right of renewal under this Clause 4.2 in the case of breach by the Lessee of its obligations under this Lease Deed at the time of exercising its rights to renew the lease.
- 4.3 Any lease for the Renewal Term as provided in clause 4.2 above, shall be affected by executing a fresh lease deed which shall be appropriately stamped, executed and registered at the cost of the Lessee. Upon request from the Lessee, the Lessor shall renew the Lease Deed and the terms for such renewal of Lease Deed shall be identical to the terms including the then prevailing Base Rent and escalation as agreed in this Lease Deed. However, such renewal of lease deed shall not include terms related to Lock-in Period. For the sake of clarity, Parties agree that the Lessee may at its sole option, subject to the terms of the then existing Lease Deed terminate the Lease during the Renewal Term at any time by providing to the Lessor either a prior written notice of 24 (twenty-four) months or paying to the Lessor the then prevailing Base Rent for 24 (twenty-four) months. The fresh lease with respect to the Renewal Term shall be executed at least 3 (three) months prior to the expiry of the then Initial Term. In the event for any reason the fresh lease deed for the Renewal Term is not executed within the above said timeline or such other mutually agreed period in writing (which shall not be unreasonably withheld by the Lessor) by the Lessee and the Lessor, the Lessor will be entitled to lease/license the Premises to any third party.

RENT

- 5.1 The Lessee agrees to pay to the Lessor, the Base Rent as set out below, commencing from the Rent Commencement Date for the Premises:

- 5.1.1 Rent for the Premises shall comprise of the following (for the sake of clarity the following Rent shall collectively be here-in-after, be referred to as Base Rent):

The Lessee shall pay a sum of towards Base rent:



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- (a) Calculated at the rate of INR 52 (fifty two) per square feet with respect to the Base Rent for Laboratory Spaces in the Premises ("**Laboratory Rent**"), commencing from the Rent Commencement Date; and
- (b) Calculated at the rate of INR 35 (Thirty five) per square feet with respect to the Base Rent for the Canteen.

The amounts payable as Base Rent by the Lessee is more fully described in **Schedule D**.

5.1.2 The Lessee shall pay the following charges towards Common area Maintenance (CAM):

- (a) Calculated at the rate of Rs. 13 (Thirteen) per square feet with respect to the CAM for Laboratory Spaces in the Premises and
- (b) Calculated at the rate of INR 11 (Eleven) per square feet with respect to the CAM for the Canteen in the Premises.

The amounts payable as CAM Charges by the Lessee is more fully described in the FM Agreement.

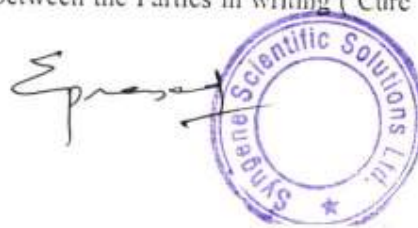
5.2 The Total Base Rent provided in this Lease Deed shall remain firm till 31st August 2026 or for a period of 36 months from Rent Commencement Date for the Ground Floor or whichever floor first taken on lease by the Lessee, whichever is later. The first escalation of Total Base Rent will be effective from 1st September 2026 or from the expiry of 36 months from Rent Commencement Date for the Ground Floor, whichever is later. The Total Base Rent payable hereunder shall be subject to an escalation @ 15 (fifteen)% upon completion of every 3 (Three) year block. The payment of Rent and escalations is more fully detailed in **Schedule D**.

5.3 The Base Rent payable in accordance with the terms of this Lease Deed, shall be payable from the Rent Commencement Date for the Premises under this Lease Deed, by the Lessee to the Lessor in advance and due on 15th day of every month by wire-transfer or cheque in favour of the Lessor without demand or delay, during the Initial Term and the Renewal Term, if any, subject to Lessor submitting the invoice for the Base Rent at least 7 (seven) days before the said due date for payment of Rent. The Base Rent shall be subject to deduction of income tax at source at the rates, as applicable, from time to time in accordance with the provisions of the Income Tax Act, 1961.

5.4 The CAM charges are payable in accordance with Clause 5.1.2(a) and (b), shall be effective from the Rent Commencement Date of the respective floors. The escalation of CAM charge shall be 5% per annum on the last paid total CAM Charges from the Rent Commencement Date of the respective floors.

5.5 Where the Lessee has failed to pay the Total Base Rent, payable in accordance with this Lease Deed, for a consecutive period of 2 (two) months due by the Lessee to the Lessor under this Lease Deed in the manner provided on the due date, the Lessor shall:

5.5.1 Issue a notice to the Lessee to rectify the due amounts for the Base Rent within 30 (thirty) days or such period as mutually agreed between the Parties in writing ("Cure





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Period for Rentals'). In the event, Lessee fails to make payment for the due amount for the Base Rent as per the said Cure Period for Rentals notice, Lessor is entitled to recover the due amounts for the unpaid Base Rent from the Refundable Security Deposit. For the sake of clarity, such recovery of unpaid Base Rent shall not be subject to any interest charges.

5.5.2 In the event, Lessee's failure to make payments for the Base Rent continues for an additional consecutive period of ninety (90) days after the due date of such Cure Period for Rentals as mentioned in Clause 5.5.1 above, the Lessor is entitled to recover such due amounts for the unpaid Base Rent from the Refundable Security Deposit with an interest @ 12% per annum from the date when such Base Rent became payable as per clause 5.5.2 in accordance with the terms of this Lease Deed.

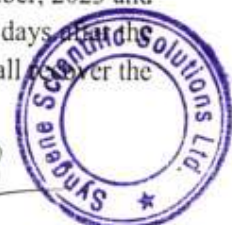
5.5.3 Furtherance to clause 5.5.2 above, if the Lessee's failure to make payment of Base Rent continues beyond such additional consecutive period as provided in Clause 5.5.2, then the Lessor shall have the right to terminate this Lease Deed without further notice at any time and continue to recover the unpaid Base Rent from the Refundable Security Deposit with interest @ 12% per annum for due rental payments till such termination, without prejudice to the rights set in Clause 5.5.4 below. Upon such termination as contemplated in this clause, the Lessor shall have right to re-enter the Premises under the terms of clause 6.7 below and the Lessee shall be bound to pay to the Lessor due Base Rent with interest @ 12% per annum plus Base Rent equivalent to the unexpired portion of the Lock-in Period plus 6 months Base Rent, subject to Clause 21.1, as the case may be as per the terms of this Lease Deed.

5.5.4 (i) For the due rents recovered from the refundable security deposit by the Lessor as per Clause 5.5.1, the Lessee shall replenish the Security Deposit to its original value as per Clause 6.1 below within one-hundred eighty (180) days from the first day of unpaid Base Rent by the Lessee. Purely for the sake of illustration – in the event Lessee has not paid the Base Rent for the months of September and October of year 2023 and the Lessee has failed to rectify the breach within November 30, 2023, then the Lessor shall recover the Base Rent from the Refundable Security Deposit and Lessee shall replenish the Security Deposit to its original value within 30 days failing which, the Lessor shall charge a pro-rated interest @ 12% per annum starting from the end of said 30th day and till the date the Security Deposit is replenished to its original value. In the event, Lessee has failed to replenish the Security Deposit within 180 days from September 01, 2023, then the Lessor shall either (a) continue to charge interest @ 12% per annum to the extent the Refundable Security Deposit is not replenished by the Lessee or (b) Lessor shall have the right to terminate this Lease Deed in accordance with the terms of this Lease Deed.

(ii) For the due rents recovered from the Refundable Security Deposit as per Clause 5.5.2, the Lessee shall replenish the Security Deposit to its original value as per Clause 6.1 below within thirty (30) Business days from the end of 180th day of unpaid Base Rent by the Lessee. Purely for the sake of illustration – in the event Lessee has not paid the Base Rent for the months of September, October, November, December, 2023 and January, 2024 and the Lessee has failed to rectify the breach within 30 days from the end of January 31, 2024 (i.e., by February 29, 2024), then the Lessor shall recover the



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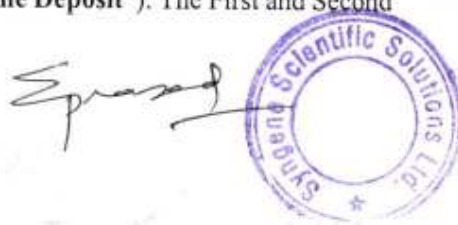


Base Rent from the Refundable Security Deposit with interest @ 12% per annum and Lessee shall replenish the Security Deposit to its original value within 30 Business days from the end of February 29, 2024, failing which the Lessor shall either (a) continue to charge interest @ 12% per annum on the due rentals to the extent the Refundable Security Deposit is not replenished by the Lessee or (b) Lessor shall have the right to terminate this Lease Deed in accordance with the terms of this Lease Deed.

- 5.5 In any of the above-mentioned events of Clause 5.4, if the Lessee has rectified the non-payment of Base Rent within such cure periods as mentioned therein, then the Lessor shall have no right to charge any interest nor terminate the Lease Deed and any notice issued thereunder by the Lessor will not have any effect.
- 5.6 The Lessee shall have no right at any time to abate, reduce or set-off any Rent or due herein except for any abatement as may be expressly provided in this Lease Deed.
- 5.7 Lessor will bill to the Lessee for the utilities including without limitation to waste management, diesel generator units for power back up, water consumption, effluent transportation charges and electricity, both in the Premises and Common Areas, etc., ("**Reimbursable Charges**") based on the monthly billing in a timely manner on consumption basis at actuals.
- 5.8 No Back Billing
- The Lessor shall not initiate nor bill for any claims for previously unbilled, or under-billed towards utility or any other services that were provided prior to the applicable billing date, for whatsoever reasons, provided however, that due to any erroneous billing or for any clerical errors from the Lessor or from the Service Provider retained by the Lessor, such errors shall be consolidated and finalized by the Parties as mutually agreed within a period of 90 days. In case, the Back-billing is due to any power or water utility bills invoiced by the governmental or regulatory authority, which is a pass-through cost to the Lessee, such pass-through costs shall be contested by Lessor and/or Lessee and any payments to be made therein shall be subject to payments under protest or to defend such action under Applicable Law.
- 5.9 In addition to the rent and charges under this section, there shall be no additional costs and charges to Lessee, except operating costs, utilities charges including but not limited to electricity, water, effluent treatment plant, etc.
- 5.10 The Lessor shall be responsible for correct mapping of the approvals and other compliance for the respective Building.

REFUNDABLE SECURITY DEPOSIT

- 6.1 The Lessee shall pay a total of INR 3,82,20,000 (Indian Rupees Three crore, eighty two lakhs and twenty thousand) of refundable security deposit ("**Refundable Security Deposit**"). The first tranche of Refundable Security Deposit of INR 1,91,10,000 (one crore, ninety one lakhs and ten thousands) is paid to Lessor on 10th November, 2022 ("**First Tranche Deposit**"). Upon execution of this Lease Deed, the Lessee shall pay to the Lessor, second tranche of interest free refundable security deposit of Rs. 1,91,10,000 (one crore, ninety one lakhs and ten thousands) computed as 3 (Three) month's rent of Laboratory Space ("**Second Tranche Deposit**"). The First and Second





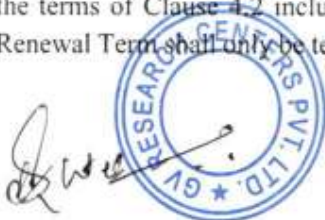
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Tranche Deposit shall be collectively referred to as "**Refundable Security Deposit**", which shall be refundable to the Lessee as per Clause 6.3 below.

- 6.2 The Refundable Security Deposit shall be refunded to the Lessee by the Lessor at the time of termination / expiry of this Lease Deed, including for termination pursuant to Clause 21.1(c). In case of delays in the payment of the Refundable Security Deposit by the Lessor, the Lessee shall be entitled to charge an interest at the rate of 12%.
- 6.3 The Refundable Security Deposit shall be held by the Lessor as security for the performance of Lessee's obligations under this Lease Deed and is not an advance rental amount. The Refundable Security Deposit is not a measure of the damages payable in case of Lessee's breach.
- 6.4 Upon early termination or expiration of the Initial Term or Renewal Term/s, if any, and the Lessee has performed every obligation under the Lease Deed including but not limited to obligation of the Lessee in connection with surrender of the Premises and the Surrender Plan, as per terms of this Lease Deed, Lessor shall within thirty (30) days refund the Refundable Security Deposit to the Lessee, subject to all deductions in accordance with the terms of this Lease Deed, failing which, the Lessee is entitled to recover the Refundable Security Deposit with an interest @ 12% per annum till the actual date of realization subject to Section 5 & 6 of the Lease Deed.
- 6.5 Upon occurrence of a breach by the Lessee or failure by the Lessee to perform any of its obligations under this Lease Deed and the same is not rectified as per Clause 21.2 and resulting in termination of the Lease Deed, the Lessor may use all or any part of the Refundable Security Deposit to pay delinquent amounts due under this Lease Deed, including the cost of any damage, injury, expense or liability caused by such breach, without prejudice to any other remedy provided herein or provided by Law.
- 6.6 Subject to the order of the court of competent jurisdiction, upon an Insolvency Event, the Refundable Security Deposit shall be deemed to be applied first to the payment of Rent due to the Lessor for periods prior to the filing of such proceedings, and any remaining Refundable Security Deposit may be applied by the Lessor to amounts that would otherwise be due under this Lease Deed for any period after the filing of such proceeding.
- 6.7 Upon expiry or early termination of the Lease Term as provided in this Lease Deed, the Lessee shall stop the usage of the Premises for the Permitted Use and shall orderly remove the fixture and fittings of the Lessee from the Premises within thirty (30) days from the last date of the lease Term in accordance with Surrender Plan. In the event, Lessee fails to vacate and handover the Premises to the Lessor within the said thirty (30) days period, Lessee will be liable to pay an amount equal to the then Base Rent for the extended handover period beyond the said thirty (30) days till the date of handover of the Premises to the Lessor, subject to a maximum of ninety (90) days from the expiry of the above said thirty (30) days period. Should the Lessee extend the handover period beyond the said extended ninety (90) days period, the Lessee shall be liable to pay the then Base Rentals increased @ 12% per annum. In the event the Lease Deed is terminated by the Lessee or expires in accordance with the terms of the Lease Deed and Lessee continues to occupy the Premises beyond 180 days from the last date of such expiry or termination of the Lease Deed, the Lease will be automatically renewed for the Renewal Term as provided under the terms of Clause 4.2 including the terms and conditions of this Lease Deed. Further, such Renewal Term shall only be terminated providing to the Lessor either a prior written notice of 24



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(twenty-four) months or paying to the Lessor then prevailing Base Rent for 24 (twenty-four) months as per the terms and conditions of this Lease Deed. In the event the Lease Deed is terminated by the Lessor in accordance with the terms of this Lease Deed and the Lessee continues to occupy the Premises, the Lessor shall have all rights available under this Lease Deed / Applicable Laws including but not limited to the right of eviction, however the Lessee may continue to occupy the Premises for an additional period of 180 days after the date of such termination, provided the Lessee continues to pay the Base Rent including other charges as provided in this Lease Deed during such period of 180 days as mentioned. It is clarified that in such an event where the Lessee continues to occupy the Premises for 180 days as contemplated above, the Lessee shall be liable to vacate the Premises immediately upon completion of such 180 days. The Lessor shall remove all the Lessee's Property from the Premises and handover the same in good condition (subject to normal wear and tear) to the Lessee and all expenses incurred by Lessor shall be pass-through to Lessee subject to submission of original documented proof and invoices. Nothing in this paragraph shall be construed to grant the Lessee any right to use and/or occupy the Premises after expiration or termination of this Lease Deed or prevent the Lessor from re-entering the Premises at any time after the expiry or earlier termination of the lease. The provisions of this clause and other rights and liabilities provided under this Lease Deed shall survive the expiry or termination of this Lease Deed including all rights available to the Lessor under Applicable Law / this Lease Deed.

USE AND IMPROVEMENTS

- 7.1 The Premises shall be used by the Lessee for the Permitted Use with access to the Premises and Common Areas on 24 hours per day, 7 days per week and 365 days a year. The Lessee shall not use or permit the Premises to be used for any purpose other than Permitted Use. It is clarified that the technical activities to be pursued by the Lessee in the Premises shall be compatible with what is permitted by the jurisdictional Pollution Control Board and any other statutory authority/s prescribed under the Law. The Lessee shall not change the Permitted Use of the Premises without the Lessor's prior written consent, which consent shall not be unreasonably withheld. In case of any dispute with respect to Permitted Use, both parties will mutually agree and resolve the issue. Throughout the term of this Lease Deed, the Lessor shall, at its own expense keep the Building, Park, Common Areas and structure well and substantially repaired, paved, cleansed and kept in good industry standards with good and tenantable condition and keep the Premises, Building, pathway, landscape, Common Areas clean (including all usual and necessary internal common area painting (every 3 years) and external periodical painting (every two years)).
- 7.2 Both Parties shall comply in their respective capacities as Lessee and Lessor, with all the Laws, rules, regulations as may be applicable to the Park and Building and various equipment, machinery etc., installed and operated in the Park or for the Premises, as the case may be.
- 7.3 The Lessee shall obtain all necessary licenses, approvals and permits necessary to conduct its business and operations in the Premises, including without limitation licenses, approvals and permits, as applicable, which may be labour, boiler inspection, pollution control, petroleum product storage, biosafety, radiation safety, biomedical waste authorization etc., from the concerned Government Authority, at its own cost and expense within the Permitted Use.
- 7.4 The Lessee shall comply with all the Laws, rules, regulations as may be applicable to the Premises and various equipment, machinery etc. installed and operated in the Premises in relation





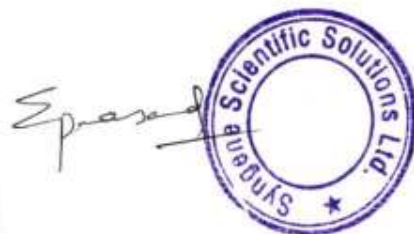
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to the Permitted Use including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Municipal Solid Wastes (Management and Handling) Rules, 2000, Hazardous Wastes (Management and Handling) Rules, 1989, Biomedical Waste (Management and Handling) Rules, 2011, Atomic Energy (Radiation Protection) Rules, 2004, E-waste (Management and Handling) Rules, 2010, Rules for the Manufacture, Use, Import, Export and Storage of Hazardous micro-organisms Genetically engineered organisms or cells, 1989 and any guidelines issued thereunder, and Batteries (Management and Handling) Rules, 2001, Sales Tax, Goods and Service Tax and other applicable taxes and the rules, notifications etc. and their amendments made from time to time, and ascertain, in particular, compliance with the Central and State regulations concerning safe handling, storage, treatment and disposal of the wastes including to make all statutory filings and the Lessee shall always remain solely responsible for the consequences of non-compliance of the applicable aforesaid Laws. The Lessee shall, as and when requested by the Lessor, give copy to the Lessor that the Lessee is in compliance with all Environmental Requirements.

- 7.5 The Lessee will use the Premises in a careful, safe and proper manner in accordance with Permitted Use and in compliance with applicable laws and will not commit any activities that will obstruct or interfere with the rights of the Lessor or other licensees or occupants of the Project. It is the responsibility of Lessee to provide adequate training to its employees and vendors on safe handling of Hazardous Materials and Hazardous Wastes, fire-fighting and emergency management as necessary from time to time. The Lessee shall abide by the SHE Norms issued by Lessor from time to time. The Lessor shall provide SHE Norms and subsequent updates to Lessee as and when the same is updated. The SHE Norms issued by the Lessor shall be in line with and not more restrictive than the Applicable Laws and government norms stipulated from time to time. The Lessee shall design its internal SHE Norms or EHS policy and emergency preparedness based on the guidelines provided by the Lessor for the proper coordination of the emergency preparedness and the disaster management preparedness and the same shall be provided to the Lessor and the Lessee shall make commercially reasonable efforts to carry out any changes as may be recommended by the Lessor.
- 7.6 That the Lessor shall keep the Building and the Park and its surroundings with clean, free from defect and in good repair and not allow accumulation of water, except for water bodies and for landscaping purposes and sub-surface water tanks built to store water for Lessee's use.
- 7.7 No further expansion of the Premises in Building 4545. That no further expansion can be undertaken by the Lessor at any time during the Term of the lease without the prior written approval of the Lessee. In the event, the expansion is approved by the Lessee, then the Lessor shall, at its own cost, construct, develop, upkeep and maintain such expansion as solely beneficial to the Lessee.
- 7.8 That the Lessor shall, at its own cost, construct and maintain internal roads within the Park and Building in accordance with the approved plans under Applicable Laws, specifications and details provided in the current plan. In the event of any changes to the current plan, the Lessor shall promptly notify Lessee such changes prior to implementation and shall make best efforts to provide for the concerns raised by the Lessee and avoid any hinderance to the rights provided to the Lessee under this Lease Deed.



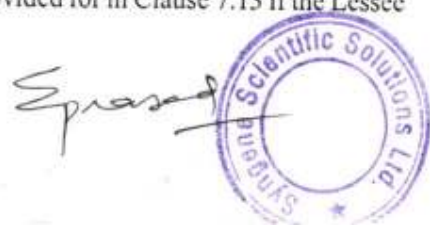
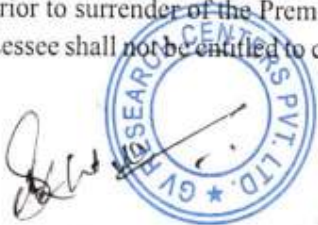
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- 7.9 The Lessee shall not place any machinery or equipment weighing more than (i) 1000 (One Thousand) kilograms per square meter in or upon the terrace, (ii) 750 (seven hundred and fifty) kilograms per square meter in or upon the second and third floor, 500 (Five Hundred) kilograms per square meter in or upon the ground and first floor, or transport or move such items through the Common Areas or in the Project elevators without the prior written consent of the Lessor.
- 7.10 The Lessee acknowledges that the Building is a strictly no-smoking area and the Lessee shall ensure that no act in contravention of the provisions of the Cigarettes and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003 and the rules framed thereunder including the Prohibition of Smoking in Public Places Rules, 2008 is committed in the Premises or in the Common Areas. In case any offence under the Prohibition of Smoking in Public Places Rules, 2008 is committed in the Premises or in Common Areas, by any employees, directors, officers, visitors and agents of the Lessee, the Lessee shall alone be responsible for the same and any fine payable in respect thereof shall be paid by the Lessee and the Lessor shall not be responsible for the same.
- 7.11 As and when there is any Puja/ Havan in the Premises, the Lessee shall send prior written notice for the Puja/ Havan including the essential details like time, date and the venue to the Lessor, such that Lessor may take appropriate action with respect to the alarm system so that other occupants of the Building are not disturbed.
- 7.12 For the purpose of this Lease Deed, "**Lessee's Property**" shall mean and include (i) the items, if any, listed in **Annexure C** attached hereto, (ii) any items agreed by the Lessor in writing to be included in **Annexure C** in the future, and (iii) any trade fixtures, machinery, equipment and other personal property brought into the Premises by the Lessee or by Lessor for and on behalf of Lessee may be removed without damage to the Premises.
- 7.13 Lessee has the right to make alterations without making any structural changes/alterations and without affecting the structural stability (internal partition) to the Premises at any time during the term of the Lease Deed. Further, any alteration(s), impacting the structure and/or structural stability of the Premises shall be with prior written approval of the Lessor, which approval shall not be unreasonably withheld. It is clarified that the Lessor may, at the time of its approval of any alteration or at any time prior to the expiry of the lease, notify the Lessee that the Lessor requires that the Lessee remove such alteration upon the expiration or earlier termination of the Lease Deed in which event the Lessee shall remove the alteration without causing any damage to the Premises or the building systems and shall restore the Premises to its condition prior to the installation of the alteration.
- 7.14 The Lessee shall ensure that any alterations or Lessee's Property brought into or installed in the Premises shall not affect any of the building systems and/or the structural components of the Building, Premises, including Lessor's Work or cause any disturbance to the use and enjoyment of the premises occupied by other tenants. The Lessee shall at any time be entitled to remove the Lessee's Property from the Premises prior to the expiry of the Term or on expiry of the Initial Term or Renewal Term, if any, immediately or within such period mutually agreed in writing, at the cost of the Lessee without causing any damage to the Premises. Any damage caused during the removal of any alteration or Lessee's Property shall be repaired by the Lessee at its own cost prior to surrender of the Premises. Unless otherwise agreed by the Parties, it is clarified that the Lessee shall not be entitled to carry out any alterations as provided for in Clause 7.13 if the Lessee



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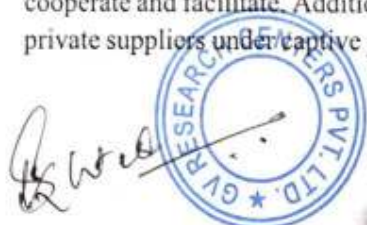


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is in default of any of its obligations under the provisions of this Lease Deed

- 7.15 Other than the Lessee's Property, all Lessor's Work, and other similar additions and improvements built into the Premises so as to become an integral part of the Premises shall remain the property of the Lessor during the Initial Term, the Renewal Term, if any and following the expiration or earlier termination of the lease. Lessor's Work shall not be removed by the Lessee during the Initial Term, the Renewal Term, if any and following the expiration or earlier termination of the lease and shall be surrendered with the Premises as a part thereof, following the expiration or earlier termination of this lease. Subject to the normal wear and tear, the Lessee shall be held responsible for any damage that may be caused to the Lessor's Work, such damage being attributable solely due to the Lessee and the Lessee shall keep the Lessor indemnified in this regard.
- 7.16 It is agreed between the Parties that as the Lessor is providing the Premises in a fully fitted out state, all Lessor's Work shall be deemed to belong to the Lessor, unless proved otherwise. Subject to the normal wear and tear, at the time of termination or expiry of the lease, the Lessor may at its sole discretion request the Lessee to restore the Premises to the same condition as the Premises were delivered by the Lessor on the Lease Commencement Date.
- 7.17 The Lessor shall provide to the Lessee, the Premises with a Warm-Shell having all approvals with valid Occupancy Certificate, Fire No Objection Certificate, Consent for Establishment, Consent for Operation, PESO license, CEIG certificate and all other applicable certificates issued by the concerned authorities under Applicable Laws with effect from RCD and keep them current.
- 7.18 The Lessor reserves the right to modify Common Areas, provided that such modifications do not, other than on a temporary basis, materially adversely affect the Lessee's use of the Premises and its operations for the Permitted Use with consent from the Lessee, which cannot be unreasonably withheld.
- 7.19 Notwithstanding anything to the contrary contained herein, in no event shall the Lessee undertake any actions that affect any building systems serving areas outside of the Premises or affecting any other licensees/lessees at the Project, the Building structure or the Common Areas.
- 7.20 Pursuant to the Permitted Use that the Lessee is engaged in, the Lessee is entitled to avail of any schemes given by the appropriate Governmental Authority, ensuring that no prejudice is caused to the Lessor or the other occupants of the Project.
- 7.21 The Lessee shall, at all times comply with all rules and regulations subject to applicable laws (which shall not materially or adversely affect the Permitted Use of the Premises by the Lessee) at any time or from time to time established by the Lessor covering use of the Premises and the Project.
- 7.22 Lessor has installed separate electricity meter for the Lessee's operations. The Lessee may at its sole discretion obtain a separate power connection from electricity board and install separate electricity meter at its costs in the name of Lessee at the option of Lessee and Lessor shall cooperate and facilitate. Additionally, if Lessee is willing to seek separate power connection from private suppliers under captive power or banking and wheeling arrangement as permitted by local



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electricity board from time to time, Lessor shall cooperate and facilitate the transaction and provide points/ lines at appropriate locations within the Project.

WORKING HOURS

- 8.1. The Lessee shall have access to the Premises 24 hours a day and 7 days a week and 365 days a year during the Initial Term or Renewal Term, if any.

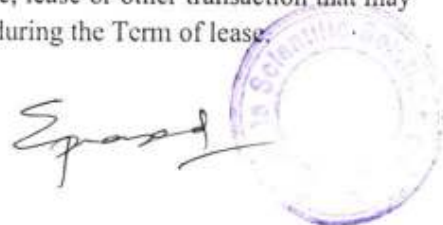
INSPECTION AND ACCESS

- 9.1 During the Initial Term or the Renewal Term (if any), the Lessee shall have 24 hours a day and 7 days a week and 365 days access to the Premises, including terrace, area allocated for installation of electrical panel, scrubber, and other utilities.
- 9.2 Upon mutually agreed schedule, the Lessor and the Lessor's authorized representatives may enter the Premises at the normal working hours (such prior notice need not be given in the case of emergencies) (i) for the purpose of effecting any repairs and inspecting the Premises and (ii) subject to confidentiality terms to be agreed by such third party and Lessor and Lessee, during the last year of the Initial Term or during the Renewal Term, if any, to show the Premises to prospective licensees.

REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE PARTIES

10.1 The Lessor represents, warrants and covenants to the Lessee as follows:

- (a) The Lessor is the absolute owner of the Project and has the legal capacity to lease the Premises to the Lessee for the Permitted Use.
- (b) The person signing this Lease Deed has the appropriate authority to do so and to grant a lease in respect of the Premises upon such terms as are agreed herein.
- (c) It shall during the Initial Term and the Renewal Term, if any, ensure that the Lessee enjoys quiet, unhindered and peaceful, clean, safe and non-hazardous environment to access, use and enjoy the Premises without any hindrance by the Lessor or any party claiming through or under the Lessor so long as the Lessee is not in breach under this Lease Deed. Lessor shall forthwith remove any disturbance / hindrance caused to the Lessee in its access / usage of the Premises provided the Lessee is not in breach of any of the terms of this Lease. Any passes/formalities for facilitating such access will be provided without any cost/consideration.
- (d) As on the execution date and for the entire duration of the Lease Term the Premises is / shall be free from all encumbrance, save and except in accordance with the terms of this Lease including but not limited to Clause 10.1 (j) below, that may have any restriction on the execution of this lease and the Lessor has not entered into any similar agreement or arrangement that is in effect, with any other person/persons allowing use of the Premises nor the Premises is subject of any agreement for sale, lease or other transaction that may create any rights adverse to the rights of the Lessee during the Term of lease.





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- (e) The Lessor shall have no obligation to, and shall not, procure any permits, approvals or consents related to the Lessee's Permitted Use of the Premises or the Lessee's business operations therein. Except as expressly set forth in this Lease Deed, the Lessor shall have no obligation to perform any work at the Project in connection with the Lessee's occupancy of the Premises.
- (f) Lessor shall pay all property tax, land tax, cess, duties and all other amounts payable by the Lessor including goods and service tax, if any attributable to the Building, Park and the Premises.
- (g) Lessor commits that the Premises meets the layout design meets the NBC guidelines and confirm to the approved designs by the factories department, fire department, airport authorities, etc., as applicable, and completely conform to the Specifications as finalized and signed off by Lessor and Lessee before the Lease Commencement Date of the Premises under this Lease Deed.
- (h) The Lessor shall at all-times during the Term of lease, keep the Premises insured against any risks, loss and damage, including without limitation fire, earthquake, riots at its own cost for the entire value of the Premises and keep indemnified and hold the Lessee harmless against any losses or damages suffered by the Lessee thereon.
- (i) The Lessor shall be responsible for all major repairs at its own cost and expenses in respect of exterior structure of the Premises, exterior part of the building/ roof space, exterior walls, white washing, bearing walls, support beams, foundation columns, car parking, exterior doors, windows, plumbing, sanitary works and elevators. Notwithstanding anything to the contrary, Lessor shall extend all benefits of repair, maintenance, warranties as are available from the manufacturer and suppliers of the equipment, fittings, fixtures and fit-outs incorporated within the Premises. It is clarified that the aforesaid repairs will be undertaken by the Lessor at their own cost only if such damage is not attributable to the Lessee's usage of Premises or general wear and tear. Additionally, Lessor shall provide from time to time all repair, maintenance, warranties and keep the assets, equipment, fittings, fixtures and fit-outs in working condition with annual maintenance, preventive maintenance and break-down maintenance at regular intervals at their own cost in respect of all the assets installed by Lessor and maintain necessary insurance covers to mitigate all risks. Lessor shall share a copy of the aforesaid maintenance and insurance documents with the Lessee on an annual basis or as and when requested by Lessee.
- (j) The Lessor warrants that the Lessor is the absolute owner in title and possession of the Building, Park and Premises and that there exist no judicial orders restricting the Lessor from acting in it's capacity as owner on the date of execution of this Lease. Further, the Lessor shall defend, indemnify and hold the Lessee harmless against any and all direct losses (not including business/ indirect losses) at all times, only to the extent as set out in clause 17 suffered by the Lessee on account of the Lessee being stopped (either partially or wholly) from carrying out it's operations from the Premises by the Lessor or it's designee or third parties or any person including without limitation Government Authority due to any defect in the title of Lessor.
- (k) ~~Contributory liability~~ The Lessor agrees that in the event the damages to the Premises or



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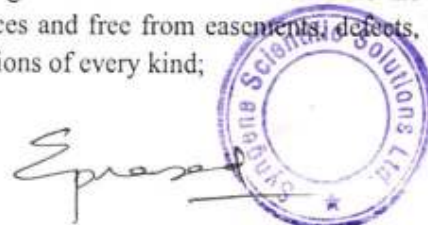


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any part of the Project within the Park is, as a result of an act or inaction on part of more than one party, including the Lessor, Lessee and other tenants and their respective employees, visitors, agents, contractors, consultants etc., then the Lessee's liability shall be limited proportionally to the extent of Lessee's involvement in such act or inaction.

- (l) The Lessor shall comply with all applicable laws and its obligations as provided in this Lease Deed. The Lessor represents that it has a business continuity plan ('BC Plan') so as to keep the Premises fully operationalized by the Lessee for the Permitted Use and mitigate any emergency preparedness. Also, the Lessor warrants that it has alternative arrangements within the Park as per BC Plan to keep the Lessee's business fully operationalized, without any business interruption thereof. Copies of the BC Plan shall be submitted to the Lessee as and when required by the Lessee.
- (m) The Lessor commits that it shall at no additional costs assist, cooperate and provide all required documents thereof and will have no objection to providing copies of the available relevant approvals on specific requests made by the Lessee to obtain required approvals for setting up of Permitted Use that the Lessee may require to obtain requisite licenses, approvals, letters and permissions under Applicable Law.
- (n) The Lessor shall provide to Lessee the required no objection or consent letters and approvals to Lessee and its employees, agents and sub-contractors to apply for required approvals, permits and consent to operationalize the Premises subject to the terms in this Lease Deed.
- (o) Lessor shall at its own cost and expense secure and obtain appropriate licenses, permission, consents from applicable authorities concerned from time to time and maintain the same with renewals or amendments, as required and upkeep the same as valid, for the entire duration of the Lease Deed and share a copy of same Lessee as and when applicable.
- (p) In the event of Force Majeure or any other circumstances giving rise to hold, or suspension of use of Premises due to the act or inaction by the Lessor or such other third parties, the terms agreed under BC Plan shall apply.
- (q) Lessor represents and warrants that, subject to government regulations and Applicable Law:
 - (i) The Building and the Premises has good and valid rights of access to and from public street systems (including adequate parking) for all ordinary street, road, and utility purposes and all other purposes necessary or incidental to the Building and all the Services to be provided by the Lessor, and to Lessor's knowledge, no person has the right to terminate, obstruct, or change such access and further that Lessor shall make commercially reasonable efforts to secure and maintain good and valid rights of access to the Premises during the Term of this Lease Deed;
 - (ii) Lessor owns and has, and shall, during the Term, own and have, good and marketable title in fee simple to the Building and as on the Execution Date the Premises is free and clear of all encumbrances and free from easements, defects, security interests, claims, options and restrictions of every kind;



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- (iii) Lessor shall use commercially reasonable efforts to maintain all equipment and utilities in a manner consistent with good accepted industry standards and so that it operates in accordance with its applicable specifications, including: (i) maintaining such equipment in good operating condition, subject to normal wear and tear; and (ii) undertaking repairs and preventive maintenance on such equipment in accordance with the applicable manufacturer's recommendations and (iii) arrange from time to time repairs and provide preventive maintenance at regular intervals at their own cost in respect of all the assets installed by them and also obtain necessary insurance covers to mitigate all risks. Lessor shall share a copy of the aforesaid maintenance and insurance documents evidencing compliance of the arrangements, with the Lessee on an annual basis or as and when requested by Lessee.
- (iv) The representations and warranties shall be true and correct as of the date of this Lease Deed and shall remain true to the entire Term of the Lease Deed.
- (v) Lessor shall at its own costs and expense maintain the assets and infrastructure provided therein in 24/7 working condition including without limitation electrical installations, power and water loads, fire hydrant lines, DG set capacities, etc., Should the current load and capacities are inadequate or insufficient during the Term of the lease, the Lessor shall at its own costs and expense shall increase the required capacities as per the Benchmark provided in Schedule-C1 within 3 months from the date of notice issued by the Lessee.
- (r) Lessor shall provide a copy of valid Occupancy Certificate, Fire NOC, CFE, CFO, PESO license, CEIG certificate and all other applicable certificates issued by the Authorities prior to handover of Additional Premises to the Lessee and shall provide a copy whenever such license are renewed.
- (s) Lessor permits the 24/7 access to the Premises and for all appropriate services, facilities, utilities and Common Areas of the Premises during the Initial Term or Renewal Term as agreed in the FM Agreement. In the event the Lessee requires additional capacities beyond the agreed benchmarks as stated in **Schedule C1**, Lessee shall make such request to the Lessor for providing additional capacity. The Lessor may, at its discretion (which shall not be withheld unnecessary) and subject to (i) approvals from relevant authorities, and (ii) at the cost of the Lessee, post which Lessor shall increase the capacities. However, the forgoing shall not be applicable on the water load capacity. The current water load capacity for Building 2727 and Building 4545 is 75 KLD collectively. In the event Lessee request for additional water load then 75 KLD, Lessor shall fulfill the same without any extra cost or deposit from to the Lessee.

10.2 The Lessee represents, warrants and covenants to the Lessor as follows:

- (a) The person signing this Lease Deed has the appropriate corporate approval to do so.
- (b) It shall promptly perform and comply with all the terms and conditions of this Lease Deed.



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- (c) It shall ensure that its employees, agents, contractors, invitees, executives and officers shall diligently observe and comply with all the terms and conditions of this Lease Deed and comply with all directions given from time to time by the Lessor, with regard to the use of the Premises or any part thereof, provided they are in accordance with this Lease Deed including on-Site rules and regulations as per approved SHE norms.
- (d) It agrees to pay all outgoings on time attributable to its business and the Permitted Use of the Premises, including but not limited to payment of Rent payable by the Lessee to the Lessor including goods and service tax for the Base Rent, entitled to erect sign boards, name boards within the Park and Common Areas as it may deem necessary and in conformity with the development guidelines.
- (e) In the event of any claims from the statutory authorities on the Lessee due to breach of payments payable by the Lessor, the Lessee will intimate the Lessor regarding such notice or claim and the Lessor will make efforts to remedy the same as soon as possible within atleast 30 (thirty) days before the due date. In the event, Lessor does not respond to the said claim or notice provided by the Lessee, the Lessee will make such payments to the concerned authorities and the same shall be deducted from the Base Rent payable to the Lessor, due to such claims.
- (f) It shall maintain the Premises with due care and caution, and not do anything or permit or commit to be done anything contrary to any provision made by or under any statute or law for the time being in force.
- (g) The Lessee shall at all times during the subsistence of this Lease Deed, shall be in compliance with SHE norms.
- (h) Subject to the representation made by the Lessor and Lessee carrying out due diligence in respect of the same, Lessee has satisfied itself as to the right, title and interest of the Lessor in relation to the Premises.
- (i) It shall use and occupy the Premises at its own risk and responsibility and except as otherwise expressly agreed in this Lease Deed by the Lessor, the Lessor shall not be responsible or liable for any loss, damage, shortage, theft or destruction of any papers, documents, equipment, machines, articles, property or things of any kind or nature whatsoever belonging to the Lessee or kept within the Premises.
- (j) It shall, at all times during the Initial Term and the Renewal Term, if any, appoint and install its own security personnel and systems with respect to the Premises, and notwithstanding any Lessor provided security.
- (k) It is entitled to apply for and obtain any benefit, concession, privilege, exemptions (including exemption of stamp duty and registration costs), declarations that may be currently available or become available in future under any statute, rule, regulation, scheme or notification in relation to the Premises and/or business for which the Lessor may issue prescribed certificates, documents, consent letters, or similar communications whenever required by the Lessee.



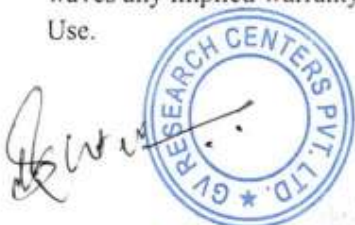


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- (l) To the extent required by the Lessee, it shall obtain all necessary licenses, approvals and permits necessary to conduct business and operations in the Premises, including without limitation licenses, approvals and permits with regards to labour, boiler inspection, pollution control, petroleum product storage, bio-safety, biomedical waste authorization etc., from the concerned Government Authority, at its own cost and expense and use the Premises only for Permitted Use.
- (m) It shall abide by all laws for the time being in force, apply for and keep up-to-date all requisite approvals as may be required to carry on its Permitted Use, and follow all statutory requirements and indemnify and keep indemnified the Lessor against all third-party actions, proceedings, suits, claims, demands, losses, damages, costs, charges and expenses incurred or suffered on account of any non-observance or non-performance thereof and/or the use of the Premises. The Lessee's consent for establishment and consent for operations issued by the jurisdictional Pollution Control Board shall not be contrary to and shall be within the scope of the consent for establishment and consent for operations issued by the jurisdictional Pollution Control Board in respect the Project
- (n) Subject to applicable laws, in the event, the Lessee requires to mortgage its leasehold rights except the Refundable Security Deposit in respect of the Premises for raising any loans, the Lessee may obtain the same from the government or corporate bodies, Trustees or Debenture Stock or Banks or such other financial institutions and intimate the Lessor of the same. The lending authority may require a no-objection letter from the Lessor, which shall not be unreasonably withheld or delayed by the Lessor.
- (o) Except to the extent as required under Applicable Law and/or operations of the Lessee or otherwise agreed under this Lease Deed, the Lessee shall not do or suffer to be done in or in relation to the Premises any unlawful or obnoxious act, deed, matter or thing which may cause nuisance, annoyance or disturbance to or interfere with the quiet use, enjoyment and comfort of the Lessor or the other occupants of the Project.
- (p) It shall, during the Initial Term and the Renewal Term, if applicable, indemnify and hold the Lessor harmless against all third-party claims, expenditure and costs made against, incurred or suffered by the Lessor by reason of any breach of any provision of this Lease Deed or by virtue of any suit, proceeding or claim filed or preferred by any person, financial institution, bank, any agency or association of persons against the Lessee which affects the Lessor and/or the Premises or any part thereof.
- (q) It agrees that in any eventuality of the termination of this lease it is bound and liable to vacate the Premises as agreed by the Parties in the condition required under this Lease Deed in connection with the surrender of the Premises, subject to terms of this Lease Deed.
- (r) Except to the extent as agreed herein by the Lessor under this Lease Deed, it hereby acknowledges that the Lessor has not made any representation or warranty with respect to the condition of all or any portion of the Premises or the Project, and/or the suitability of the Premises or the Project for the conduct of the Lessee's business, and the Lessee hereby waves any implied warranty that the Premises or the Project are suitable for the Permitted Use.



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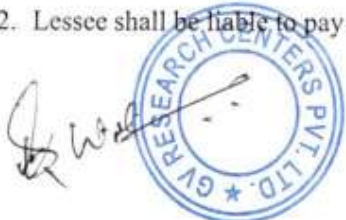


- (s) The Lessee shall cooperate with the Lessor as per the SHE norms to ensure implementation of all safety regulations including bio-safety and official regulations (if any) when the Lessor is organizing fire drills and cooperate in inspections by the Lessor and other safety inspections, if any.
- (t) Lessee shall furnish to the Lessor copies of its audited annual financial statements, a copy of its Memorandum of Association, Articles of Association, Certificate of Incorporation and a detailed research/activity report which it proposes to carry out within the Premises, or within such period as mutually agreed by the Parties and as and when requested by the Lessor, subject to the confidentiality terms agreed under this Lease Deed.
- (u) The Lessee hereby acknowledges the measurement of the Premises as detailed above and shall not dispute the measurement of the Premises or the quality and appropriateness of the Premises.
- (v) All minor repairs to the Premises (maintenance of inside walls, roof and flooring and tenement improvements which the Lessee has installed at its own cost and expense or installed by the Lessor, as required by the Lessee) shall be carried out by the Lessee with prior intimation to the Lessor, at its own cost and expense without affecting structural stability of the Premises and after taking sufficient precaution so as to minimize the inconvenience, which may be caused to Lessor or tenants within the Park.
- (w) Lessee shall be entitled to make any internal changes to the Lessee's fittings and fixtures in the Premises with prior written intimation to the Lessor provided such changes are not impacting the structural stability and / or operations of the Lessor or other tenants within the Park. Such changes shall be carried out at Lessee's own cost after obtaining necessary approvals from governmental authorities under Applicable Laws (if required as per regulations). In the event Lessee is requiring any external changes to the Premises, the same may be carried out by the Lessee at its own costs with prior approval from the Lessor, such prior approval shall not be unreasonably withheld.
- (x) In the event the Premises becomes inaccessible or unusable for reasons solely attributable to the Lessee unless otherwise proven and subject to occurrence of any Force Majeure event, the Lessee shall be liable to pay the Base Rent in respect of the Premises for such period during which the Premises remains inaccessible or unusable.

TAXES

11.1. In addition to its liability to pay any applicable tax payable on the Base Rent (or parts thereof), under this Lease Deed, if any tax is levied or assessed against the Lessee, then the Lessee shall be responsible for and shall pay the same at such times and in such manner as required. The Lessor shall pay all municipal taxes and property taxes in respect of the Park, Building including Premises, Project and parts thereof. The Lessee agree that, in the event of any change in law, including but not limited to introduction of new taxes whether direct or indirect, duties and levies, the Lessee shall be responsible to comply with the changes to the extent applicable and make the necessary payments promptly and in such manner as may be required.

11.2. Lessee shall be liable to pay applicable GST on the Base Rent, under this Lease Deed, subject to



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the following requirements, as below

Goods and Service Tax requirements:

- (a) Lessor shall raise a valid tax invoice under the applicable GST laws and regulations within the prescribed limit. Lessor shall upload the invoice details on the GST portal as per the statutory timelines. Lessee reserves the right to withhold payment equal to GST charged by the Lessor in its invoice unless Lessor uploads the invoice details on GST portal correctly, discharges its GST liability with the government and files returns in time, to enable Lessee to claim input tax credit.
- (b) Both the parties agree to adhere to the compliance requirements as required by the GST laws and regulation. If at any time credit of GST is denied to Lessee or payment of taxes is sought from Lessee due to, but not limited to, issuance of deficient invoice, or breach in payment of taxes or non-compliance of applicable laws and regulations, the Lessor shall indemnify Lessee against the denied credits or Taxes recovered, as well as any interest and penalties imposed on the recipient.
- (c) Lessee may deduct or withhold any taxes that recipient may be legally obligated to deduct or withhold for any consideration payable to Lessor under this Lease Deed, and payment to Lessor as reduced by the deductions and withholdings will constitute full payment and settlement of such consideration payable under this Lease Deed.

Income-Tax deductions:

- (d) Lessee will deduct or withhold Tax as per laws applicable.
- (e) Payment to Lessor as reduced by the deductions and withholdings will constitute full payment and settlement of such consideration payable under this Lease Deed.

TELEPHONE LINES

- 12.1 Lessor shall endeavor to work with prominent telecommunication service providers operating in the region to provide termination points/ lines at appropriate locations within the Project. The Lessor will also ensure provision for telecommunication connection points at appropriate locations with networking tower, server room, signal booster and other telecom equipment within the Project.
- 12.2 The Lessee shall be responsible to apply and obtain telephone connection/s at its own cost through one of the service providers having termination points/ lines connected to the Project.
- 12.3 If the Lessee chooses to engage any other service providers in this regard, the Lessee shall inform the Lessor and the Lessor, may at its discretion and subject to mutual agreement between the Lessor and the said service provider, execute such documents as may be required with the said service provider for provision of services including installing telephone/fax/ISDN/International Private Leased Circuit and other telecommunications systems and devices in the Project.
- 12.4 The Lessor shall provide right of access at locations identified and approved by the



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such third party service provider appointed by the Lessee for the purpose of providing telephone/fax/ISDN/International Private Leased Circuit and other telecommunications systems and devices to the Lessee, which may pass through the Project, subject to the any applicable guidelines provided by the Lessor, and as may be amended from time to time. The Lessee shall ensure that the service provider does not damage any finished surface/roads or any underground cables while carrying out any works in order to connect their telephone/fax/ISDN/International Private Leased Circuit and other telecommunications systems and devices. In the event of any damages, the cost for rectification of the same will be borne by the service provider or the Lessee, if such cost is not paid by the service provider.

- 12.5 It is clarified that the Lessor shall not be a party to any arrangement between the Lessee and the telecommunication service providers, and there shall be a separate understanding between the Lessee and the telecommunication service providers with respect to recurring charges that will be payable directly to the service providers by the Lessee.

MORTGAGE AND SALE

- 13.1 The Lessor shall prior to exercising its option for sale of Premises or any change in control, give notice of atleast 45 (forty-five) Business Days in advance to the Lessee and have the right to sell the Premises or any portion thereof and such prospective purchaser shall be bound by all the terms and conditions of this Lease Deed. Subsequently, the Parties shall execute a deed of attornment, wherein the Lessor, Lessee and prospective purchaser will sign such definitive deed of attornment for change in the tenancy in favour of the purchaser and thereafter the Lessor shall stand released of their obligations under the Lease Deed. A written agreement shall be executed by the Parties confirming such attornment with the Lessor as the confirming party thereto. All costs and expenses incurred by the Lessee, due to such transition shall be reimbursed by the Lessor or shall deducted from the Rent or billed to the Lessor.

SIGNAGE AND EXTERIOR APPEARANCE

- 14.1 The Lessee shall not, without the prior written consent of the Lessor, which may not be withheld unreasonably: (i) attach any awnings, exterior lights, decorations, balloons, flags, banners or painting to any outside wall of the Premises. (ii) use any curtains, blinds, shades or screens other than Lessor's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony or (vi) paint, affix or exhibit on any part of the Premises or the Project any notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises.
- 14.2 No signage shall be permitted to be put up by the Lessee in or around the Project, without the prior written consent of the Lessor which may not be withheld unreasonably.
- 14.3 Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for the Lessee by the Lessor. However, it is to be noted that the Lessor on behalf of the Lessee shall only bear the first-time initial cost related to inscription, painting or affixing the interior signs on doors and the directory tablet, thereafter for any change/ modification desired by the Lessee, the entire expense related to the same will have to be borne by the Lessee. In case, there are no changes





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required by the Lessee, Lessor shall be responsible to upkeep the sign-boards at its own costs. Nothing may be placed on the exterior corridor walls or corridor doors other than the Lessor's standard lettering. The directory tablet shall be provided exclusively for the display of the name and location of licensees.

MAINTENANCE

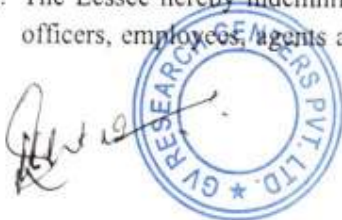
- 15.1 The Lessor shall maintain and upkeep the Common Areas of the Project in good condition as per accepted good industry standards with good and tenable condition, with standard insurance cover and preventive maintenance and repairs for the Lessor's installed equipment, Work, fittings, fit-outs and fixtures installed by the Lessor and has 100% Diesel Generator (DG) back-up and shall share the documents with the Lessee, wherever necessary.
- 15.2 Simultaneous to the execution of this Lease Deed and in no event later than 15 (fifteen) days from the execution hereof, a separate facility management agreement shall be executed between the Lessee and Lessor's facility management group company (i.e., GVRX Facilities Management Private Limited) to detail out the responsibility, commercial understanding, and scope of work for the Premises ("FM Agreement").
- The FM Agreement shall cover all aspects of facilities, utilities, amenities and common area & maintenance services to be provided by the Lessor or by its authorised Service Provider, GVRX Facilities Management Private Limited to the Lessee, wherein Lessor shall be solely responsible for providing Utilities and Services and the Service Provider shall provide the remaining services. The Lessor, the Lessee and GVRX Facilities Management Private Limited would mutually agree to record in writing detailing the role and responsibilities, obligations of each Party, commercial understanding, and scope of work, etc.
- 15.3 The normal working hours for provision of Maintenance Services shall be from Monday to Saturday, that is, 6 (Six) days a week from 6:00 A.M to 10:00 P.M on shift basis and shall be closed on all public holidays, determined by the service provider in accordance with Applicable Law. Lessor shall ensure that Lessee's operation are not impacted due to any deficient services for Maintenance. Services availed beyond the specified timings shall be charged additionally as per the FM agreement.

ALTERATIONS AND REPAIRS

- 16.1 The Lessor shall maintain the structure, exterior, parking and other Common Areas of the Project, including external painting (it shall be done in every 2 years), plumbing, fire sprinklers, and elevators, if any, and all other building systems serving the Premises and other portions of the Project, in good repair, reasonable wear and tear excepted. It is clarified that any damage to any of the foregoing, solely attributable due to the acts of Lessee or any of the Lessee's agents, servants, employees, invitees or contractors, shall at the costs of the Lessee be either (a) repaired or (b) replaced promptly.

INDEMNITY

- 17.1. The Lessee hereby indemnifies and agrees to defend, save and hold the Lessor, its directors, officers, employees, agents and representatives, harmless from and against any and all claims,



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demands, actions, damages, liabilities, costs and expenses directly, including reasonable attorney fees and expenses arising due to third party claims incurred by Lessor due to: (a) injury or death to persons or damage to property occurring within or about the Premises, arising directly out of breach of the terms agreed herein in use or occupancy of the Premises or Project or (b) a breach by Lessee or its directors, officers, employees, agents or representatives, in the performance of any of their obligations hereunder or (c) breach of any of the representations and warranties of the Lessee as contained in this Lease Deed or (d) any damages suffered by the Lessor due to willful misconduct or gross negligence of the Lessee, unless caused by the willful misconduct or gross negligence of the Lessor or other occupants and tenants.

17.2. The Lessor shall indemnify, defend, save and hold the Lessee, its directors, officers, employees, agents and representatives, harmless from and against any and all claims, demands, actions, damages, liabilities, costs and expenses directly, including reasonable attorney fees and expenses arising due to third party claims incurred by Lessee due to: (i) injury to person or death or damage to property due to act or inaction of any person in the Project and Premises and or (ii) deviations in approved plan by the Lessor and defect-in-title or (iii) a breach or default by Lessor or its directors, officers, employees, agents or representatives, in the performance of any of their obligations hereunder or (iv) breach of any of the representations and warranties of the Lessor as contained in this Lease Deed, or (v) damages suffered by the Lessee due to willful misconduct or gross negligence of the Lessor, unless caused solely by the willful misconduct or gross negligence of the Lessee.

17.3. Each Party shall indemnify the other from all costs and expenses incurred in connection with the enforcement of clause 17.1 and 17.2.

17.4. Specific indemnity by the lessee

(a) Lessee shall indemnify Lessor in the event Lessor proves the below impact are due to non-compliance of Lessee of clause 7.9 (i) damage or impact to the Building 4545; and/or (ii) any governmental authority imposing sanctions or penalty for such non adherence, the Lessee shall be solely liable for the risks and consequences thereof ("**Indemnity Event**").

(b) The Lessee shall be solely responsible under 17.4 and hereby defends, indemnifies and holds harmless the Lessor, from and against the following:

- (i) Any safety hazards occurring on account of Lessee's breach leading to an indemnity event as stated under Clause 17.4(a);
- (ii) Any safety hazards resulting in any injury to, disability or death of any individual whether or not related to either party to this Lease Deed.
- (iii) Any claims, penalties, costs, damages and consequences of whatsoever nature arising out of or in connection with a third party claim on account of Lessee's breach as envisaged under this Clause.
- (iv) Any cost and expense arising out of or in connection with repairs required to the structure pursuant to the damage or reinstatement to the original structure.







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INSURANCE

- 18.1 The Lessee will keep in force at its sole expense as long as this Lease Deed remains in effect and during such other time as the Lessee and the Lessee's employees, agents, invitees and others for whom it is responsible at law use any portion of the Premises, (a) Standard Fire and Special Perils Policy covering the Lessee's Property and other assets brought in by the Lessee onto the Premises, (b) Commercial General Liability Policy: to provide insurance coverage for bodily injury and property damage (c) Public Liability Insurance Act Policy, where required under Applicable Law.
- 18.2 The Lessor shall be named as an additional insured under the Commercial General Liability Policy. The property insurance obtained by the Lessee shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured against the Lessor in connection with any loss or damage thereby insured. The Lessor shall not be liable to the Lessee for loss or damage caused by any risk insured against under property insurance required to be maintained hereunder, and the Lessee waives any claims against Lessor for such loss or damage. The failure of Lessee to insure its property shall not void this waiver. The Lessee shall also obtain any insurance as may be required under Law or as may be required to be obtained, at the request of the Lessor, from time to time.
- 18.3 During the Initial Term and the Renewal Term, if any, the Lessor will obtain and maintain in force (a) Standard Fire and Special Perils Policy for Building and machinery and other utilities owned by the Lessor in the Park, (b) Public Liability Policy (Non-Industrial Risks Policy) and (c) any other insurance desired by the Lessor, all in amounts and with coverages determined by the Lessor in its sole discretion and annual maintenance of Lessor's Work, fittings, fixtures and for all the assets installed by the Lessor.
- 18.4 On or prior to the Lease Commencement Date, the Lessee shall provide to the Lessor a copy of the Lessee's insurance policy evidencing insurance coverage as required by this Lease Deed.
- 18.5 Unless otherwise agreed by the Parties, the Lessee agrees that the Lessee's right to access the Premises or take possession thereof is subject to the Lessor's receipt of all the appropriate insurance documents as required in terms of Clause 18.1 and 18.4 above.

LIMITATION OF LIABILITY

- 19.1 Except to the extent as provided in Clause 17 (Indemnity) and other specific terms agreed herein, (a) subject to clause 19.3 below the Lessor or its own and/or its directors, officers, employees or agents shall not be liable to the Lessee or any other person for (and the Lessee and each such other person assume all risk of) loss, damage or injury, whether actual or consequential to the Lessee's Property and Lessee's personal property of every kind and description, including, without limitation trade fixtures, equipment, inventory, scientific research, scientific experiments, laboratory animals, product, specimens, samples, and/or scientific, business, accounting and other records of every kind and description kept at the Premises and any and all income derived or derivable therefrom; (b) there shall be no personal recourse to the Lessor for any act or occurrence provided the same is not attributable to the Lessor directly or indirectly, about the Premises and any liability of the Lessor hereunder shall be strictly limited solely to the Lessor's interest in the Project or any insurance proceeds payable in respect of the Lessor's interest



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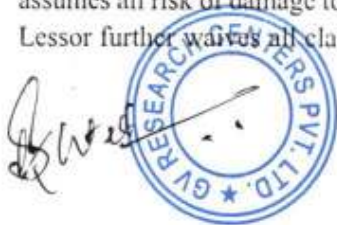


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in Project or in connection with any such loss; and (c) in no event shall any personal liability be asserted against any of the Lessor's officers, directors, employees, agents or contractors. Except as provided in the foregoing, the Lessor or any of the Lessor's officers, directors, employees, agents or contractors be liable for injury to the Lessee's business or for any loss of income or profit therefrom, and in any event the maximum liability of the Lessor under this Lease Deed shall be limited to an amount equal to 9 (nine) month's Base Rent paid or payable under this Lease Deed except in respect of liabilities related to breach by the Lessor under which circumstances the liability of the Lessor shall be limited in accordance with clause 19.

- 19.2 Notwithstanding anything contained herein and in no event shall Lessee or its own and/or its directors, officers, employees or agents be liable to the Lessor for any indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to loss of good will, lost profits or revenue, lost data or loss of use damages, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort or otherwise arising out of this Lease Deed. Further, there shall be no liability on the Lessee for any act or occurrence provided the same is not attributable to the Lessee directly or indirectly, in or about the Premises and any liability of the Lessee hereunder. In no event shall any personal liability be asserted against any of the Lessee's officers, directors, employees and agents. There shall be no personal recourse and no liability on the Lessee for any act or occurrence in, on or about the Premises or arising in any way under this Lease Deed and any liability of the Lessee hereunder shall be strictly limited solely to the Lessee's interest in the Lessee's Property within the Project or any insurance proceeds payable in respect of the Lessee's interest in Lessee's Property within the Project or in connection with any such loss. Except to the extent as provided in Clause 17 (Indemnity) and other specific terms agreed herein, the Lessee or any of the Lessee's officers, directors, employees, agents or contractors be liable for injury to the Lessor's business or for any loss of income or profit therefrom, and in any event the maximum liability of the Lessee under this Lease Deed shall be limited to an amount equal to 9 (month) month's Base Rent paid or payable under this Lease Deed except in respect of liabilities related to termination as a result of breach by the Lessee as provided under clause 5.5.3 and 5.5.4 and/or clause 21.1 and/or clause 21.2 under which circumstances the liability of the Lessee shall be limited in accordance with clause 5.5.3 and 5.5.4 and/or clause 21.1 and/or clause 21.2 as set out in this Lease Deed, as the case may be.
- 19.3 Except to the extent of Lessor's willful misconduct and/or gross negligence which is proved in a court of an appropriate jurisdiction including, without limitation trade fixtures, equipment, inventory, scientific research, scientific experiments, laboratory animals, product, specimens and samples, the Lessor shall not be liable to the Lessee for, and the Lessee assumes all risk of damage to, personal property (including without limitation, loss of records) kept within the Premises. The Lessee further waives any and all claims for injury to the Lessee's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records) provided the same is not attributable to the Lessor directly or indirectly. Subject to the terms agreed in this Lease Deed, the Lessor shall not be liable for any damages arising from any act, omission or neglect of the Lessee or any of the Lessee's agents, servants, employees, invitees and contractors within the Project or of any other third party.
- 19.4 Except to the extent of Lessee's willful misconduct and/or gross negligence which is proved in a court of appropriate jurisdiction, the Lessee shall not be liable to the Lessor for, and the Lessor assumes all risk of damage to personal property kept within the Premises, Park or Project and the Lessor further waives all claims for injury to the Lessor's business or loss of income relating to



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any such damage or destruction of personal property provided the same is not attributable to the Lessee directly or indirectly. Further, the Lessee shall not be liable for any damages arising from any act, omission or neglect of the Lessor or any of the Lessor's agents, servants, employees, invitees and contractors within the Premises, Park, Project or of any other third party.

- 19.5 Nothing in this Lease Deed shall exclude or limit the liability of either Party directly attributable to the Party causing (a) personal injury or death; (b) negligence or misconduct; or (c) fraud or any such liability including but not limited to breach of confidentiality and all those liabilities which cannot be limited by law.

SUB-LEASING AND LICENSING

- 20.1 The Lessee will have the right to sub lease all or part of the Premises to any of its affiliate, holding and subsidiary company, its clients and any other third parties with whom the Lessee can demonstrate a business with prior notice to the Lessor. However, such sublicensing or sub-lease shall not impact the rights of the Lessor as agreed herein and all costs and expenses incurred in such sublicensing or sub-leasing shall be to the account of the Lessee and/or its designee jointly and severally. Lessor shall co-operate with the Lessee and its designee in providing and completing appropriate documentation for sublicensing or sub-leasing.

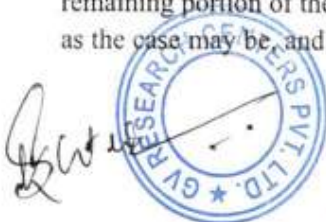
TERMINATION

- 21.1 Termination by Lessee:

- (a) At any time after Rent Commencement Date and subject to the Lock-in Period, the Lessee shall have the right to terminate the Lease Term as follows:
- (i) Termination during Lock-in Period : In the event Lessee seeks to terminate during the Lock-in Period, the Lessee shall issue a notice of a period equal to the then remaining Lock-in Period plus 6 (six) months or pay Total Base Rent in lieu thereof to the Lessor.
- (ii) Termination after Lock-in Period: in the event Lessee is willing to terminate any-time after the Lock-in Period, then Lessee shall issue a notice of 6 (six) months or pay Total Base Rent in lieu thereof to the Lessor.

For the sake of clarity, during the above said termination notice period, the Lessee shall have the right to occupy the Premises and pay Base Rent as per the terms of this Lease Deed.

- (b) In any event of termination as per the terms and conditions of this Lease Deed, the Parties in good faith shall work towards identifying an alternate tenant(s), who is / are ready and willing to take the Premises on lease subject to lease deed being executed with such alternate tenant at the then prevailing Base Rent and on the same terms and conditions as set out in this Lease Deed and from the date and to the extent, such new tenant has taken the Premises on lease, the Lessee shall not be liable to pay for the Total Base Rent for the remaining portion of the unexpired Lock-in Period and/or the 6 months' Total Base Rent, as the case may be, and Lessor shall forthwith refund the corresponding Security Deposit



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to the Lessee as per the terms of this Lease Deed.

- (c) In any event of termination or earlier expiry of the Lease Deed, the Lessor shall refund the Refundable Security Deposit to the Lessee in accordance with the terms and conditions of this Lease Deed.
- (d) In the event of surrender of the Building in part or in whole by the Lessee to the Lessor at any time after the completion of the Lock-in Period, the same shall be subject to Clause 21.1(a)(ii) of this Lease Deed.

21.2 Save and except to the extent as agreed by the Parties in respect of Clause 5.5 during the term of lease, the Lessor will not have any right to terminate the lease nor re-enter upon the Premises, unless due to breach of the terms of the Lease Deed by Lessee and in such an event of a breach by the Lessee, Lessor will issue a breach rectification notice of twenty-four (24) months and, in the event, Lessee has not rectified the breach within the said twenty-four (24) months from the date of receipt of breach notice ("**Lessee Breach Cure Period**"), the same shall be referred to representative of senior management of both the Parties. It is however clarified between the Parties that the Lessee Breach Cure Period shall not include any payment related breach by the Lessee in terms of this Lease Deed including failure of the Lessee to pay any Base Rent due by the Lessee to the Lessor under this Lease Deed on the due date which shall continue to be as per the terms of clause 5.5. In the event amicable resolution is not arrived by the said representatives within 90 days from the date of reference, Lessor may terminate the Lease Deed with 90 days' notice to the Lessee, it being clarified that the Lessee shall continue to pay Base Rent and other charges under the terms of the Lease Deed during such aforesaid mentioned notice period of 90 days and any non-payment of Base Rent during such period in accordance with clause 5.5. Notwithstanding the foregoing, if any breach or failure by the Lessee to perform any of its obligations under this Lease Deed, results in an emergency situation or adversely impacts any building systems including, without limitation, any serving areas outside of the Premises, any other licensees at the Project, the Project structure or the Common Areas, the Lessor may, without waiting for the Lessee Breach Cure Period to expire and without limiting any of the Lessor's other remedies, attempt to cure all or any part of the applicable breach or other failure, in which case the Lessee shall be required to reimburse the Lessor for commercially reasonable costs which are pre-approved by the Lessee, subject to submission of original bills and invoices as documentary proof of work in connection therewith. It is clarified that in the event that of any damage to the Premises at the time of termination which is identified by the Lessor at the joint inspection which shall be carried out by both Parties within 2 (two) working days of being notified by the Lessor in order to assess the damages, if any, caused to the Premises by the Lessee. In the event the parties are unable to assess the cost of damages caused to the Premises, then the Parties shall appoint one independent consultant each of an international repute, who shall jointly assess the cost of the damage to Premises. The amount as finalized by joint inspection or independent consultant in respect of the damage to Premises shall be binding. Such damage / cost of damage shall be at Lessee's sole discretion and option either (a) repair or rectify such damages at the cost of Lessee and/or (b) pay reasonable pass-through cost approved by Lessee and incurred by the Lessor at actuals without mark-up within ninety (90) days upon demand and any delay in such payment by Lessee beyond such aforesaid mentioned 90 days shall carry an interest of 12% per annum.

21.3 In any of the above events, if the Lessee has taken steps and/or rectified the breach, the



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Lessee Breach Cure Period, then Lessor shall have no right to suspend or terminate the Lease Deed and such notice issued thereunder will not have any effect.

21.4 Breach by the Lessor:

21.4.1 In the event of any breach by the Lessor, Lessee will issue notice of such breach, which shall be cured by the Lessor subject to a maximum of six (6) month period subject to clause 21.9 below, from the date of actual breach as per Clause 21.4.2 below. Lessor shall rectify such breach within a span of six (6) months from the date of actual breach ("**Lessor Breach Cure Period**"), as mentioned in the breach notice. (a) In the event, the Lessor breach is rectified, and Lessee is allowed to operate the Premises to its fullest capacity within a period of ten (10) calendar days from receipt of notice, such breach shall be considered as minor breach and Lessee shall not be liable to pay Base Rent for such Lessor Breach Cure Period; and (b) In the event, the Lessor breach is not rectified within a period of ten (10) calendar days, such breach shall be considered as major breach and Lessee shall not be liable to pay Base Rent for such Lessor Breach Cure Period. Further, Lessee shall be entitled for a Rent-free period till the Premises is fully occupied and operationalized by the Lessee, subject to a maximum of thirty (30) days.

21.4.2 Rectification for Lessor Breach: Upon receipt of breach notice from Lessee, Lessor shall immediately assess the breach and issue a breach rectification plan within 24 hours and forthwith take steps towards rectification of the said breach. In the event, the Lessor breach is not rectified within ten (10) days from the date of breach the same shall be deemed as a 'Major Breach' to be rectified in the following manner:

(i) Rectification of Major Breach:

- (a) the Lessor shall cure the breach in 30 (thirty) days from the date of notice of breach; or
- (b) the Lessee shall have the right, but not obligation to step-in to cure such breach, within next 60 (Sixty) day period, and all costs incurred by the Lessee shall be pass-through to the Lessor and the same shall be reimbursed by the Lessor or recovered by the Lessee by adjusting from the payment of Base Rent or such other payments. Lessee will submit documentation relating to such rectification.
- (c) In the event that the Lessee is also unable to cure the breach within 60 days of stepping-in then the Lessor shall regain the right to rectify the breach and shall have a period of 90 days to rectify the breach.
- (d) Notwithstanding Lessee exercising its stepping-in rights (as per Clause 21.4.2(i)(b)), if the breach is not rectified by the Lessor within a maximum period of six (6) months from the date of actual breach as per Clause 21.4.1, and such breach is affecting the Permitted Use of the Premises, then Lessee can at its sole option terminate the lease and the Lessee shall not be liable to pay for an amount equal to the remaining unexpired Lock-in Period and/or 6 months' Total Base Rent and Lessor shall forthwith refund the Security Deposit to the Lessee as per terms of this Lease Deed. In addition to the aforementioned, Lessor shall compensate the Lessee by forthwith paying an amount equal to the then nine (9) months Total Base Rent as pre-agreed Liquidated Damages for all losses incurred by the Lessee except to the extent as already provided in this Lease Deed there



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shall be no further liability of the Lessor towards the Lessee.

- 21.5 Notwithstanding any provisions agreed herein, any breach which results in an emergency situation or adversely impacts the Permitted Use of the Premises, provided the operations of the Lessee are still on-going, the Lessee may, without waiting for the Lessor Breach Cure Period to expire and without limiting any of the Lessee's other remedies, attempt to cure all or any part of the applicable breach or other failure, in which case such costs incurred by the Lessee shall be recovered through the Rental and other payments payable by the Lessee, without prejudice to any other rights herein, the Lessee shall also be entitled to any other remedies thereunder and as may be available in law.
- 21.6 Suspension of Base Rent: At any time during the term of this Lease Deed, the Premises is unfit for use or occupation for any reasons as per the terms of this Lease Deed including without limitation, Force Majeure (but excluding for the reasons solely attributable to the breach of any terms of the Lease Deed by the Lessee), the Base Rent, payable by the Lessee shall be forthwith suspended till the Premises is rectified or corrected so as to fully occupy for Permitted Use by the Lessee. However, during the suspension period, Lessee will pay for reimbursable charges based on its actual consumption. If the Premises is not being made available as per the BC Plan, the Lessee may at its sole option and/or without prejudice to any other rights, terminate the Lease Deed without any liability to pay for an amount equal to the remaining unexpired Lock-in Period and/or 6 months' Total Base Rent and Lessor shall forthwith refund the security deposit to the Lessee. If the Lessor disputes the Lessee's claim that the Lessor is in default, the same shall be referred to representative of senior management of both the Parties. In the event amicable resolution is not arrived by the said representatives within 90 days from the date of reference, the matter shall be submitted to arbitration and the Lessee may only terminate this Lease Deed if the arbitrator rules in favour of the Lessee. The Lessee's sole remedy in the event of a breach by the Lessor subject to Clause 21.4.2 (i)(d) is to terminate this Lease Deed as provided for herein.
- 21.7 Upon termination of the lease on expiry of the Initial Term or the Renewal Term, if any, the Lessor will refund the security deposit to Lessee (subject to retention of amount equivalent to any unpaid dues) and the Lessee will remove all its movable items and equipment and shall vacate the Premises and surrender the Premises as per Surrender Plan. The Lessee agrees that upon expiry or termination of the lease or abandonment of the Premises, the Lessor shall have the right in its sole discretion to re-enter the Premises.
- 21.8 It is clarified that a receipt by the Lessor of the Base Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision of this Lease Deed shall be deemed to have been made unless expressed in writing and signed by the Lessor. Similarly, the Lessee's payment of Rent or other payment with knowledge of the breach of any covenant hereof by the Lessor shall not be deemed a waiver of such breach, and no waiver by the Lessee of any provision of this Lease Deed shall be deemed to have been made unless expressed in writing and signed by the Lessee.
- 21.9 In the event of any erroneous billing by the Lessor which is contrary to the terms of this Lease Deed, the same shall be rectified by the Lessor within 10 days of being notified by the Lessee. In the event the same is not rectified within such aforesaid mentioned 10 days it shall be treated as a breach by the Lessor in accordance with terms of clause 21.4.



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NOTICE

- 22.1 All notices or other communications between the Parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person or sent by a reputed courier service or sent by registered post or by confirmed facsimile transmission to the Party receiving such communication at the addresses specified below.

TO THE LESSOR:

Address : 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road,
Secunderabad, Hyderabad, TG – 500003 India.
Attention : Name: Mr. Soham Modi
Telephone : +91 9849349373
Email : sohammodi@modiproperties.com

TO THE LESSEE:

Address : Syngene International Limited, Biocon SEZ, Biocon Park, Plot
No. 2 & 3, Bommasandra Industrial Area Phase IV, Jigani Link
Road, Bengaluru-560 099, India.
Attention : Mr. Manoj Gupta, Associate Vice President, Finance
Telephone : +91-080-2808-2808
Email : manoj.gupta1@syngeneintl.com

With copy to Head, Legal at the above address

- 22.2 The Lessor and the Lessee may from time to time by written notice to the other designate another address for receipt of future notices.

COSTS

- 23.1 The Parties agree that each Party shall bear its own legal costs arising out of the transactions contemplated herein. Stamp duty and registration fees, if any, payable for this Lease Deed shall be borne by the Lessee.

FORCE MAJEURE

- 24.1 "Force Majeure" shall mean any event or circumstance or a combination of events and circumstances, which satisfies any of the following conditions:

- (a) materially and adversely affects the performance of an obligation; or
- (b) is beyond the control of the affected Party and includes (without limitation), the following events and/or circumstances:
 - (i) war, (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;



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- (iii) strikes, industrial disputes and/or lockouts (solely for the reasons which are not caused or attributable to a Party) directly affecting the Project including the Premises,
- (iv) change in governmental policy, Applicable Laws, or regulations directly affecting the Project including the Premises;
- (v) acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
- (vi) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Parties in any proceedings to comply with any Applicable Laws or on account of breach thereof;
- (vii) non-receipt of Government Approval during renewal period.

24.2 Notwithstanding any terms agreed in this Lease Deed, in the event the Lessee has been unable to secure any approvals, permits, licenses and pollution control board consent (PCB) in respect of the Premises within 12 months' from the respective Lease Commencement Date for clearance from the appropriate government authority, provided that Lessee has made the required applications in timely manner for obtaining approvals, licenses, consents and permits to appropriate government authorities and in the event such approvals, licenses and permits is not approved by the governmental authorities, the Lessee at its sole discretion may terminate the Lease Deed for non-availability of approval, permits, consents, PCB to operationalize the Premises. Upon such termination, the Lessee shall not be liable to provide notice or pay for such notice period Base Rent payment which is an amount equal to the remaining portion of the unexpired Lock-in Period and/or 6 months' Total Base Rent. Further, the Lessor shall forthwith refund the Security Deposit to the Lessee as per terms of this Lease Deed.

24.3 If the performance by either Party of any of its obligations under this Lease Deed is prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference, provided that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. With respect to the Force Majeure events affecting the performance of the obligations of Lessor, the Lessor shall comply with the provisions of BC Plan. In the event, the provisions of BC Plan is not implemented as agreed herein, the Lessee at its sole discretion terminate the Lease Deed without any liability to pay for an amount equal to the Lock-in Period and/or 6 months' Total Base Rent. Upon such termination, the Lessor shall forthwith refund the Security Deposit.

24.4 Upon termination due to Section 27.2, the Lessee shall be entitled to forthwith remove all movable properties of Lessee including the Lessee's fixtures and fittings from the Premises and facilities on an 'as is' basis and claim refund of security deposit as per the terms of this Lease Deed.

24.5 Unless the Lessor so elects to terminate this lease, the Lessor shall, subject to receipt of sufficient insurance proceeds, promptly restore the Premises, subject to delays arising from the collection of insurance proceeds, or any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority.



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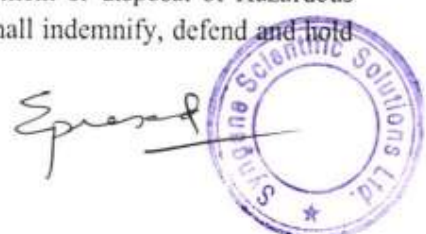


CONDEMNATION

- 25.1 If the whole or any material part of the Premises or the Project is taken for any public or quasi-public use under governmental law or regulation which prevents or materially interferes with the Lessee's use of the Premises or materially interferes with or impairs Lessor's operation of the Project, then upon receipt of such notice by Lessor, a copy of the same shall be submitted immediately to the Lessee. The lease for the acquired part of the Premises shall terminate and Rent shall be apportioned as of the said date. Notwithstanding anything to the contrary and only to the extent of this clause 25.1 the Lessor shall make commercially reasonable best effort to allocate the alternate premises to the Lessee within the Park on the terms and conditions of this Lease Deed. Additionally, both Parties shall in good faith agree to apportion the compensation received against such acquisition.

ENVIRONMENTAL REQUIREMENTS

- 26.1 The Lessee shall not cause or permit any Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises or the Project in violation of applicable Environmental Requirements by Lessee or any person acting on behalf of the Lessee.
- 26.2 The Lessee acknowledges that the Lessor is not liable or responsible, in its capacity as lessor as per this Lease Deed or otherwise, for any Hazardous Materials or Hazardous Wastes kept, used, stored, handled, treated, generated in or about, or released or disposed of from the Premises due to the Lessee's actions, business or use of the Premises. The Lessee specifically acknowledges that the Lessor is not aware of the Hazardous Materials kept, used, stored, handled, treated, generated in or about, or released or disposed, including in particular any Hazardous Waste generated by the Lessor in the course of its business and that the Lessee is not in any way involved in or responsible for the management, collection, treatment or disposal of the Hazardous Waste generated. Further, any agreements or documentation to be executed in relation to the disposal of the Hazardous Wastes generated by the Lessee in the Premises, including waste disposal manifests, shall be executed by the Lessee only. There shall be no obligation on the Lessor to sign or execute or be party to any such documents.
- 26.3 If (A) the Lessee breaches such obligation or if the presence of Hazardous Materials in the Premises during the Initial Term or the Renewal Term if any, results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than the Lessor and the Lessor's employees, agents and contractors otherwise occurs during the Initial Term or the Renewal Term thereof, or (B) the improper management, treatment or disposal of Hazardous Materials and Hazardous Wastes generated or released in the Premises results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by the improper management, treatment or disposal of Hazardous Materials and Hazardous Wastes generated in or about, or released or disposed of from, the Premises by anyone other than the Lessor and the Lessor's employees, agents and contractors otherwise occurs, or (C) the Lessee fails to obtain any necessary environmental approvals in relation to the generation, management or disposal of Hazardous Materials and Hazardous Wastes in the Premises, the Lessee shall indemnify, defend and hold



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the Lessor, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "**Environmental Claims**") which arise during or after the Initial Term or the Renewal Term, if any, as a result of such contamination.

- 26.4 This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises.
- 26.5 Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises/ Project or any adjacent property caused or permitted by the Lessee or any person acting on behalf of the Lessee results in any contamination of the Premises/ Project or any adjacent property, the Lessee shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises/ Project or any adjacent property to the condition existing prior to the time of such contamination, provided that the Lessor's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises/ Project or the adjoining properties.
- 26.6 The Lessor acknowledges that it is not the intent of this clause to prohibit the Lessee from using the Premises for the Permitted Use. The Lessee may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements.
- 26.7 As a material inducement to the Lessor to allow the Lessee to use Hazardous Materials in connection with its business, the Lessee agrees to deliver to the Lessor upon the Lessor's request from time to time during the Initial Term and Renewal Term, if any, (a) a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises and (b) a list identifying each type of Hazardous Waste to be generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the collection, treatment, generation, release or disposal of such Hazardous Wastes on or from the Premises ("**Hazardous Matters List**").
- 26.8 The Lessee shall, upon request from the Lessor from time to time, deliver to Lessor true and correct copies of the following documents (the "**Haz Mat Documents**") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials and



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Hazardous Wastes prior to the Lease Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any legal requirements as per Applicable Law; plans relating to the installation of any storage tanks to be installed in the Premises or the Project (provided, said installation of tanks shall only be permitted after the Lessor has given the Lessee its written consent to do so, which consent may be withheld in Lessor's sole and absolute discretion); all closure plans or any other documents required by any and all state and local Governmental Authorities for any storage tanks installed in, the Premises or the Project for the closure of any such tanks.

- 26.9 The Lessee is not required, however, to provide the Lessor with any portion(s) of the Haz Mat Documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials, Hazardous Wastes or hazardous activities. It is not the intent of this clause to provide the Lessor with information which could be detrimental to the Lessee's business should such information become possessed by the Lessee's competitors.
- 26.10 The Lessee hereby represents and warrants to the Lessor that (i) neither the Lessee nor any of its legal predecessors has been required by any prior lessor, lender or Governmental Authority at any time to take remedial action in connection with Hazardous Materials or Hazardous Wastes contaminating a property which contamination was permitted by the Lessee or such predecessor or resulted from the Lessee's or such predecessor's action or use of the property in question, and (ii) the Lessee is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials or Hazardous Wastes (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If the Lessor determines that this representation and warranty was not true as of the date of this Lease Deed, the Lessor shall have the right to terminate this lease in the Lessor's sole and absolute discretion.
- 26.11 The Lessee shall not be entitled to install any underground or other storage tanks to store Hazardous Materials or any other material incidental to the Permitted Use in the Project and/or the Premises.
- 26.12 The Lessee's obligations under this clause shall survive the expiration or earlier termination of this lease. During any period of time after the expiration or earlier termination of this lease required by the Lessee or the Lessor to complete the removal from the Project /Premises of any Hazardous Materials or Hazardous Wastes (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises), the Lessee shall continue to pay the full Rent and the Reimbursable Charge in accordance with this Lease Deed for any portion of the Premises not re let by the Lessor in the Lessor's sole discretion, which Rent and the Reimbursable Charge shall be prorated daily.
- 26.13 Except for Hazardous Material contained in products customarily used by the Lessee to carry on its business under Permitted Use and in reasonably acceptable quantities the Lessee shall not permit or cause any party to bring any Hazardous Material upon the Premises / Project or use, store, handle, treat, generate, manufacture, transport, release or dispose of any Hazardous Material in, on or from the Premises/ Project without the Lessor's prior written consent which may be withheld in Lessor's sole discretion.



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- 26.14 It is clarified that the Lessee will be solely responsible for obtaining the necessary approvals (including membership from authorized hazardous and Bio medical waste disposal agencies) with regard to use and storage of Hazardous Materials in the Premises, where such approvals are necessary for the same under Applicable Law. The Lessee will be liable to the Lessor for losses, damages, costs and claims suffered by the Lessor, as a result of the Lessee's failure to obtain such necessary approvals and the Lessee's compliance with those approvals.
- 26.15 It is further clarified that the Lessee agrees that in case the concerned authority levies any additional tax, on account of the Lessee's Permitted Use of the Premises, such tax shall be borne by the Lessee.
- 26.16 Subject to the Permitted Use, in the event that the Lessee wants to use any genetically modified bacteria in relation to their activities carried out at the Premises, the Lessee shall obtain the prior permission from Department of Biotechnology, Government of India. A copy of the permit received from the Department of Biotechnology shall be provided to the Lessor.
- 26.17 The Lessee shall be responsible for the disposal, treatment and management of the Hazardous Materials or Hazardous Wastes generated by the Lessee pursuant to its business and use of the Premises. The Lessee undertakes to obtain all environmental approvals in the Lessee's name, to ensure that Lessee's responsibilities and role with respect to the generation, management and disposal of the Hazardous Materials or Hazardous Wastes in the Premises are clearly stated. The Lessee shall ensure that the Lessor's name is not reflected in any environmental approvals, as the entity generating any Hazardous Materials or Hazardous Wastes in the Premises or as the entity disposing off the Hazardous Materials or Hazardous Wastes on behalf of the Lessee.
- 26.18 The Lessor shall have the right (but not an obligation) to conduct an audit of the chemical inventory and disposal manifests maintained by the Lessee and monitor the disposal of the Hazardous Wastes generated by the Lessee in the Premises and be provided with copies of all relevant records and documents in relation to such disposal.

DISPUTE RESOLUTION

- 27.1 If any dispute arises amongst Parties hereto during the subsistence of this Lease Deed or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Lease Deed or regarding a question, including the questions as to whether the termination of this Lease Deed has been legitimate, the Parties shall endeavour to settle such dispute amicably within 90 (ninety) days from the date when the dispute arose by referring to representative of senior management of both the Parties.
- 27.2 In the case of failure by the Parties to resolve the dispute in the manner set out above after 90 (ninety) days from the date when the dispute arose, the dispute shall be referred to and finally resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 (as amended till date), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, appointed as mutually agreed by the Parties or in accordance with the Arbitration and Conciliation Act, 1996 (as amended till date). The seat, or legal place, of arbitration shall be Hyderabad, India. The language to be used in the arbitration shall be English.
- 27.3 The arbitrator's award shall be substantiated in writing and the Parties shall abide by the



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arbitrator award which shall be enforceable in any competent court of law at Hyderabad.

- 27.4 Without prejudice to any of the right of the Parties and subject to court order, during the period of dispute resolution, Parties shall continue to the comply with the Lease Deed and Lessee shall be permitted to use the Premises in accordance with the terms and conditions of the Lease Deed.

GOVERNING LAW AND JURISDICTION

- 28.1 The laws of India shall be applicable to the Parties to all disputes arising out of this Lease Deed. Subject to the provisions with regard to disputes being settled by arbitration, Courts in Hyderabad shall have exclusive supervisory jurisdiction with respect of matters arising out of this Lease Deed and in particular to granting temporary relief and enforcing any arbitration award.

CONFIDENTIALITY

- 29.1 **Confidentiality.** The Lessee hereby agrees that, except as otherwise provided herein, (i) the Lessee shall not participate in or generate any press release or other release of information to other licensees/lessees in the Project or to the general public relating to the lease of the Premises without the prior written consent of the Lessor (provided that the foregoing shall not apply to any reporting requirements under applicable law), and (ii) the Lessee shall hold the Confidential Information (as defined below) in strict confidence, (iii) use the Confidential Information solely for the purpose of carrying out the Lessee's rights or obligations under this Lease Deed, and (iv) the Lessee shall not disclose the Confidential Information to any third party, except as expressly authorized in writing by the Lessor. The Lessee shall use the same degree of care to prevent misuse of the Confidential Information as the Lessee uses with respect to its own proprietary information, but in no event with less than reasonable care. The Lessee shall immediately notify the Lessor in the event of any loss or unauthorized disclosure of any Confidential Information.
- 29.2 **Disclosures:** The Lessee may disclose the Confidential Information to its agents, employees and attorneys with a need to know such information, provided that any person/entity to whom any of the Confidential Information is delivered is informed by the Lessee of the strictly confidential nature of the Confidential Information and such person/entity agrees in writing to be bound by confidentiality restrictions at least as restrictive as those contained herein. If the Lessee is required by any law or any order of any court, governmental, regulatory, or self-regulatory body ("**Legal Requirement**") to make any disclosure about any of the Confidential Information, the Lessee shall promptly notify the Lessor as reasonably as possible, in writing, of such Legal Requirement and shall use reasonable efforts to obtain, or to assist the Lessor in obtaining, a protective order preventing or limiting the disclosure and/or requiring such Confidential Information so disclosed to be used only for the purposes for which the law or regulation required, or for which the order was issued. The Lessee shall be liable for any actions by any person or entity to whom it discloses any of the Confidential Information whose actions are not in accordance with the provisions of this Clause 29. Nothing in this Clause shall prohibit Lessee from making any disclosures to the extent required under Applicable Law including disclosures made to the national securities exchange or any rule or regulation of any nationally recognized securities or to the extent any information is reasonably required to be shared with investors as part of its compliance as per applicable law and/or good corporate governance responsibilities, being a public listed company. However, if Lessee is required to make any such disclosure, Lessee will notify Lessor of proposed disclosures.



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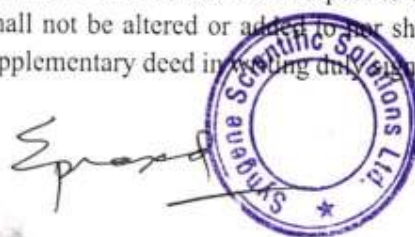
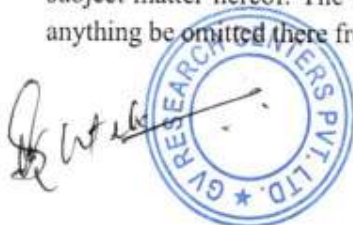


The provisions related to confidentiality and data privacy in this Section shall survive the term and any termination or expiry of the Lease Deed.

- 29.3 **Data Protection:** Each Party shall comply with all applicable state or local laws, and rules and regulations of regulatory agencies, protecting the confidential material and privacy rights of other Party and/or their employees, agents, directors, officers, vendors, customers.
- 29.4 **Definition. "Confidential Information"** shall mean each Party having disclosed (i) all of the terms, covenants, conditions or agreements set forth in this Lease Deed or any amendments hereto and any related agreements of whatever nature, and (ii) any and all information provided, disclosed or otherwise made available to the Lessor and the Lessee about the Premises, Project and the Park), including, without limitation, any and all plans, maps, studies (including market studies), reports or other data, operating expense information, as-built plans, specifications, site plans, drawings, notes, analyses, compilations, or other documents or materials relating to the Premises or its condition or use, whether prepared by the Lessee, Lessor or others, which use, or reflect, or that are based on, derived from, or are in any way related to the foregoing. Such Confidential Information may be disclosed or accessible to the Lessor or Lessee as embodied within tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), orally, or visually or marked such information as "Confidential" within 7 (seven) day of its disclosure to the other Party.
- 29.5 **No Rights in other Party's Confidential Information.** The Lessor and Lessee recognizes and agrees that nothing contained in this Clause 29 shall be construed as granting any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Lessee and Lessor shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any such Confidential Information. The Confidential Information shall not be reproduced in any form without the prior written approval of the Lessor and Lessee. Any reproduction of any such Confidential Information shall remain the property of the Lessor and Lessee and shall contain any and all confidential or proprietary notices or legends which appear on the original. Upon the expiration or termination of this Lease Deed or upon Lessor's and Lessee's written request, the Lessee and Lessor shall promptly return all documents, notes and other tangible materials representing the Confidential Information and all copies and reproductions thereof (in whole or in part) and shall delete or otherwise destroy any copies or reproductions of such Confidential Information that may reside on the Lessor's or Lessee's computer systems.
- 29.6 **Injunctive Relief.** A Party hereby agrees that breach of this Clause 29 will cause the other Party irreparable damage for which recovery of damages would be inadequate, and that the aggrieved Party shall therefore be entitled to obtain timely injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.

MISCELLANEOUS

- 30.1 This Lease Deed constitutes the complete agreement of Lessor and Lessee with respect to the subject matter hereof. The terms of this Lease Deed shall not be altered or added to nor shall anything be omitted there from, except by means of a supplementary deed in writing duly signed





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by the Parties hereto. The terms of this Lease Deed shall supersede all subsequent or prior discussions thereto and shall remain in force during the Initial Term and the Renewal Term, if applicable, while the Lessee continues to use the Premises.

- 30.2 This Lease Deed shall be executed in duplicate. The originals of this Lease Deed shall remain in the possession of the Lessee and a duplicate copy thereof shall be retained by the Lessor.
- 30.3 If any clause or provision of this Lease Deed is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease Deed shall not be affected thereby. It is also the intention of the Parties to this Lease Deed that in lieu of each clause or provision of this Lease Deed that is illegal, invalid or unenforceable, there be added, as a part of this Lease Deed, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.
- 30.4 Notwithstanding anything contained in this Lease Deed, the Lessor shall be entitled to assign any of its rights and obligation as contained in this Lease Deed to any third party with prior written notice of atleast 30 days to Lessee.
- 30.5 Specific Relief. Both Parties hereby acknowledge that any breach of the terms of this Lease Deed will cause the irreparable damage to the other Party for which recovery of damages would be inadequate, and that the Lessee and Lessor shall therefore be entitled to obtain specific performance, as well as such further relief as may be granted by a court of competent jurisdiction.
- 30.6 The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease Deed or any schedules or amendments hereto. Words of any gender used in this Lease Deed shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease Deed are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease Deed, or any provision hereof, or in any way affect the interpretation of this Lease Deed. Any amendment or modification to the Lease Deed shall be executed in writing and signed by duly authorised representative of both the Parties.
- 30.7 The submission by the Lessor to the Lessee of this Lease Deed shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either Party until execution of this Lease Deed by both Parties.
- 30.8 Time is of the essence as to the performance of Lessor's and Lessee's obligations under this Lease Deed.
- 30.9 All obligations of the Lessor under this Lease Deed shall be binding upon the Lessor only during the period that such Lessor is the Lessor under this Lease Deed. Upon the transfer by any Lessor of its interest in this Lease Deed, such Lessor shall thereupon be released and discharged from all obligations of the Lessor thereafter accruing and the succeeding Lessor shall be responsible for the obligations thereafter accruing under this Lease Deed but only during its period as the Lessor under this Lease Deed.



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- 30.10 Lessee may at any time during the Term assign / transfer its/his interest or ownership right (as the case may be) in the Project and the Premises to any third party. Subsequent to any sale/transfer, Lessee shall attorn the tenancy in favor of the purchaser and the Lessor shall stand released of its obligations under the Lease Deed. Notwithstanding with above, Lessee shall have right to enter into another lease deed with any of its directly controlled entity on its discretion.
- 30.11 In the event there is any clerical error or rectification of omission or commission shall be amended with mutual agreement. Provided that such amendment shall not be unreasonable held by the other Party.
- 30.12 In the event a third party is providing any services to the Lessor in connection with this Lease Deed the Lessor shall be primarily responsible to Lessee for any default or any loss caused due the service by such third party.
- 30.13 The provisions of Clauses, 1 (Definitions), 17 (Indemnity), 19 (Limitation of Liability), 22 (Notices), 26 (Environmental Requirement), 27 (Dispute Resolution), 28 (Governing Law and Jurisdiction), 29 (Confidentiality) and 30 (Miscellaneous) shall survive the expiry or termination of this Lease Deed.



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IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HAND TO THIS WRITING
THE DAY MONTH AND YEAR FIRST SET OUT HEREINABOVE

SIGNED and DELIVERED for and on behalf of the LESSOR

GV Research Centers Private Limited



Mr. Sayed Waseem Akhtar

S/o Sayed Iqbal Pasha, aged 41 years, Aadhaar no: 383298703465

Authorised Signatory

SIGNED and DELIVERED for and on behalf of the LESSEE

Syngene Scientific Solutions Limited



Mr. Ede Venkata Surya Satyanarayan Devi Varaprasad

S/o Mr. Ede Renukarao, aged 60 years, Aadhaar no: 665532037522

Authorised Signatory

In the presence of witnesses:

1.



2.



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SCHEDULE A
DESCRIPTION OF THE LAND AND LEASABLE AREA OF PREMISES

a. The details of the Land as set out below:

District: Medchal Malkajgiri
 Village: Kolthur

Mandal: Shamirpet Mandal
 Local Authority: Kolthur Village

Plot No. 3, measuring 9.21 Acres in Genome Valley, Phase – II, Survey No. 542, Kolthur Village, Shamirpet Mandal, Medchal Malkajgiri District, Hyderabad, Telangana – 500 078, bounded by:

East : Internal Road of the Biotech Park

West : Plot #1 of the Biotech Park

North : Plot #2 of the Biotech Park, and

South : Plot #3A of the Biotech Park

Leasable Area to Lessee under this Lease Deed (with detailed area break-up):

	Building 4545 Floor Level	Carpet Area in Sq. ft	Floor Area / Built-up area in Sq. ft	Leasable Area including proportionate common amenities in Sq. ft[#]
I	Ground Floor	19,715	23,968	24,500
	First Floor	19,715	23,968	24,500
	Second Floor	19,715	23,968	24,500
	Third Floor	19,715	23,968	24,500
	Total Space	78,860	95,872	98,000
II	Canteen	6,000		6,000

[#] includes staircase, corridors, lobby, toilets, lifts, cut-outs, void areas, electrical panel room, etc.,
^{**} In case of any difference between the design provided below and on the date of Handover the ratio between the leasable to built-up areas to carpet area shall remain same. In case of any discrepancy the commercial shall change accordingly with mutual agreement between the Parties.
^{***} The total canteen space is 6000 square feet which is at discretion of Lessor to use as it requires in line with Clause 2.2.1.





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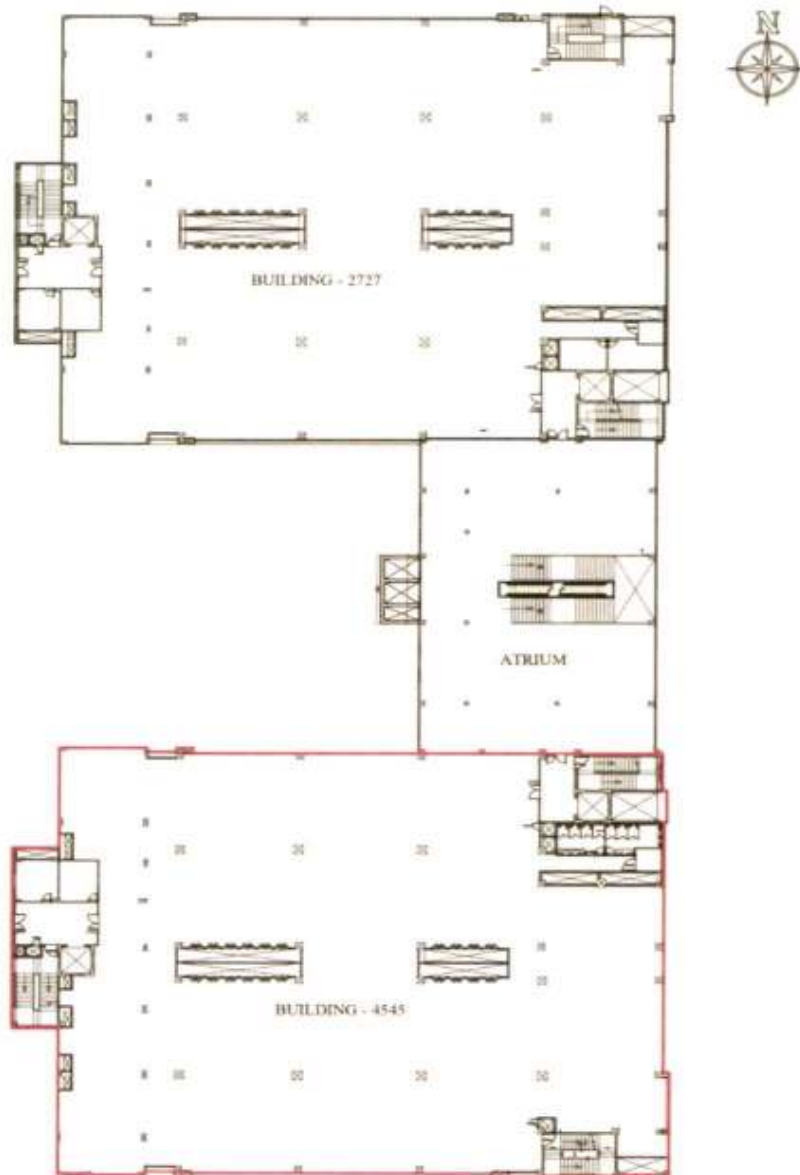
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The Premises are highlighted in the layout below:

Laboratory Space: Building 4545 (Ground + 3 Floors) of 104,000 Square Feet

Typical floor plan of building 4545 - marked in red



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**SCHEDULE B
LESSOR'S WORK**

Syngene - System Mapping for Building 4545 in Innopolis is subject to SCHEDULE-C1 for list of specifications/make			
SL NO	SYSTEM DESCRIPTION	Lessor's Work	Lessee's Work
1	BUILDING STRUCTURE		
a	Building RCC Structure including all four sides walls with Brickwork for Building 4545, and Storage Spaces, Windows, External Doors, Staircases, Lift, Vitrified Tile Flooring for non-laboratory areas, Toilets Areas	X	
b	Material Lift (OEM make)of reputed make with capacity of atleast 1.5T	X	
c	Passenger Lift of reputed make with capacity of atleast 24PAX	X	
d	Emergency Staircase for the building covering all the floors	X	
2	SAFETY SYSTEM		
A	Fire Hydrant system for the whole Park including ring main, hydrant points at various locations of open areas and at terrace & each floor level of individual buildings Fire assembly area for Building 4545	X	
LEGEND			
X	STANDARD WARM SHELL		

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SCHEDULE C
OVERALL LESSOR'S COMMITMENT

Syngene - System Mapping for Building 4545 in Innopolis			
SL NO	SYSTEM DESCRIPTION	Lessor's Commitment	Lessee's Work
1	BUILDING STRUCTURE		
a	Building RCC Structure including all four sides walls with Brickwork, Windows, External Doors, Staircases, Lift, Vitrified Tile Flooring for non-laboratory areas, Functional Toilets with fixtures & fittings, separate electricity meters with ABT requirements for each Building (3 meters), Painting works on the exterior of the building, Battery Limit at the Utility Area for the services such as Electrical, Water, Chilled Water (HVAC), Waste Management such as Drains (ETP & STP)	X	
b	Material Lift of reputed make with capacity of atleast 1.5 tons	X	
c	Passenger Lift of reputed make with capacity of atleast 1.2 tons	X	
d	Emergency Staircase for the building covering all the floors	X	
2	LAB CASEWORK AND SAFETY ENCLOSURE		
a	Fume Hood + Accessories		X
b	Lab Casework and accessories		X
c	Electrical sockets		X
d	Bench fitting valves		X
e	Granite work top		X
3	EXHAUST SYSTEM		
a	PP/FRP Ducting + Dampers + Accessories		X
b	Exhaust Blowers		X
c	Scrubbers		X
d	VFD		X
4	VAV CONTROLS FOR FUME HOOD AND SUPPLY		
a	VAV Fume Hood Controls, Pressure controls, AHU controls		X
b	Motorized dampers		X
c	Cabling		X
5	HVAC		
a	Chiller System - Centrally located for the Building 4545 on the terrace; System also includes Primary & Secondary Pumps for circulation of Chilled Water	X	
b	Primary piping - From Chiller located at the terrace till the AHU locations at individual floor levels. BTU Meter for Chilled Water Usage	X	
c	Air Handling Units		X
d	Ducting		X
e	Diffusers & Grills		X

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f	BMS Secondary controls		X
6	UTILITIES & GAS DISTRIBUTION SYSTEM		
A	Raw water		
a	Pump house - Centrally located for the Park with all sub system for the operations of the facility	X	
b	Primary header piping - From Pump house to individual building	X	
c	Secondary Piping and Fixtures for Toilets located in Individual Floors of the building	X	
d	Secondary header piping - From individual building terrace to points of usage in the building in Lab Areas with Digital Meters		X
B	Vacuum		
a	Vacuum pump		X
b	Primary piping - From Vacuum pump located at the terrace or any other identified location till each individual floor of the building		X
c	Secondary header piping - From individual building battery limit to points of usage in the building		X
C	Nitrogen		X
a	Nitrogen Generator		X
b	Primary piping - From N2 generator located at the terrace or any other identified location till each individual floor of the building		X
c	Secondary header piping - From individual building battery limit to points of usage in the building		X
D	Process Chilled Water In & Out		
a	Process Chiller located at terrace or any other identified location of the building		X
b	Piping - From each service location source to points of usage in the building		X
E	Compressed Air		
a	Compressed Air Pump		X
b	Primary piping - From CA source located at the terrace or any other identified location till each individual floor of the building		X
c	Secondary header piping - From individual building battery limit to points of usage in the building		X
F	UHP Gases		
a	Cylinder manifold system		X
b	Primary header piping		X
c	Secondary header piping		X
d	Purifiers & Filters		X
G	Solvent Systems		
a	Solvent Primary Storage Yard including the Civil works for the Solvent Yard		X
b	Solvent Secondary Storage day tank at terrace		X

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c	Primary & Secondary Distribution Piping from the Solvent Storage Yard to individual floors and further to the Solvent Dispensing Room		X
7	BUILDING MANAGEMENT SYSTEM ("BMS")		
a	High Side BMS - BMS System for the Operations of the Chiller System located at the terrace or any other identified location till each individual floor of the building (if applicable)	X	
b	Low Side BMS		X
8	WASTE DISPOSAL SYSTEM		
a	Pre-treatment plant - Centrally located for the Park for the Pre-Treatment of Effluents	X	
b	STP - Centrally located for the Park for treatment of sewage water	X	
c	Hazardous Waste Storage - Centrally located for the Park	X	
d	Drain Primary header piping - From Ground Floor Level of Individual Buildings till the ETP/STP Systems with Digital Meters	X	
e	Primary Storage Tanks at individual buildings for sampling, storage & pumping system to the Effluent Pre-Treatment Facility	X	
f	Drain Secondary header piping - From Individual Floor Levels of a building till Ground Floor Level		X
9	ELECTRICAL SYSTEM		
a	HT-2 category power connection with Transformer - Centrally located for the Park catering to the Electrical Distribution System ABT-3 meters to be provided at electrical installations	X	
b	DG - Centrally located for the Park catering to the Electrical Distribution System	X	
c	HSD Storage Yard - Centrally located for the Park	X	
d	PCC panel - Centrally located at Electrical Panel Room (Building No. 5600/E) as a part of the Electrical Distribution System	X	
e	Common UPS for Emergency Lighting of the Park & Critical Utility Operations of the common areas	X	
f	Floor Panel - For individual buildings as per Tenant Improvement load		X
g	MCC panel - For individual buildings as per Tenant Improvement load		X
h	Secondary wiring and lighting - As per Tenant Improvement requirement		X
i	UPS - As per Tenant Improvement load		X
10	SAFETY SYSTEM		



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A	Fire Hydrant system for the whole Park including ring main, hydrant points at various locations of open areas and at terrace & each floor level of individual buildings	X	
B	Fire Sprinkler		X
a	Primary header piping - From Pump Room to terrace of individual buildings	X	
b	Secondary header piping - From Terrace of individual buildings to each floor level as per Tenant Improvement requirement		X
C	Fire extinguisher - Internal for Individual Floors		X
D	Smoke detectors - Internal for Individual Floors		X
E	Access control - Internal for Individual Floors		X
F	CCTV - Internal for Individual Buildings		X
G	Emergency Shower & Eye wash - Internal for Individual Floors		X
11	INTERIORS		
a	Partition including Civil & Modular except for the Toilets at Individual Floors		X
b	False ceiling at all areas except for the Toilets in individual floors of the building		X
c	Flooring - Vitrified Tiles wherever required for Each Floor	X	
d	Flooring for Storage Spaces with Screed & PU Coating	X	
e	Painting Works include Internal Painting of the building outer walls, Civils Partitions, Columns, Beams and other surfaces except for the Toilets in individual floors		X
f	Office casework		X
g	Chairs and lab stools		X
12	IT		
a	Last Mile Connectivity from the Main Road abutting Campus till the Networking Rack at Individual Buildings		X
b	RF Towers as per Syngene requirements		X
c	Jack Panels		X
d	Network & Server Racks		X
e	Data & Voice Cabling		X
f	Active Components such as Server Switches, Telephones etc		X
13	Process Equipments / Instruments		
a	Instruments		X
b	Admin Equipments like computer, printers etc		X
LEGEND			
X	STANDARD WARM SHELL		
X	TENANT IMPROVEMENTS		

Lessor's Work with Utility Installations are being made by Lessor for electricity, 100% DG back-up power, water, fire hydrant, chillers, lift etc., with makes and capacities as detailed in **SCHEDULE-C₁**. Further Lessor at its sole cost and expense is obligated to provide enhancement of the said Utility

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Installations and facilities to the Lessee with required capacities within the agreed timelines based on inputs provided by the Lessee to match Lessee's future requirements, without any additional costs and expenses to the Lessee.

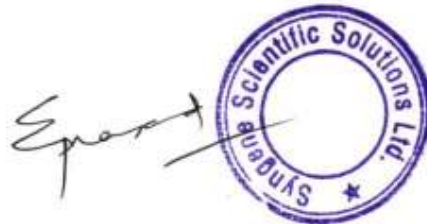
Should the current load and installed capacities are inadequate or insufficient during the Term of the lease, the Lessor shall at its own costs and expense shall increase the required capacities as per the Benchmark provided in Schedule-C1 within 3 months from the date of notice issued by the Lessee.

OTHER OBLIGATIONS TO BE UNDERTAKEN:

1. Power/ DG: The Lessor agrees that the transmission loss shall not be more than 3% and DG charges shall be calculated based on the diesel charges, number of units consumed on a month on month basis.

Power / DG failure: In the event of power failure, not attributable to Telangana State Southern Power Distribution Company Limited ("TSSPDCL"), the Lessor shall provide DG sets at the rate of applicable TSSPDCL's power tariffs, and no fixed demand charges are payable. However, in the event of power failure from TSSPDCL and unavailability of DG set, the Lessor shall deploy DG set for power supply. The charges payable shall be as per the rate applicable to DG power supply, until the resumption of power from TSSPDCL.

2. CEIG Amendments and renewals: upon occupation of each floor by the Lessee, CEIG approvals, amendment shall be required and the scope of work shall be as follows:
 - a. The Lessor shall obtain the CEIG approvals for the all the electrical equipment's installed by the Lessor, at its own cost.
 - b. The Lessee shall obtain necessary CEIG amendment in case CEIG entertains their request, for the equipment or items installed by the Lessee. The Lessor agrees to facilitate procuring the said amendment for which the Lessee shall reimburse fee, if any payable to the CEIG office.
 - c. The Lessor agrees to provide structural stability certificates, at its own charges, at intervals as required, certified by the competent persons authorized by Factories Department and keep them current.
3. Water allocation: The existing water allocation of 75 KLD for Building no 2727 is sufficient and no additional water allocation is needed for Building 4545 to start with. However, in case any additional water is required by the Syngene, the Lessor agrees to provide the same by depositing necessary amount from the Lessor.
4. The Lessor agrees that all deposits or fee payable to all regulatory authorities covering initial deposits, increase or decrease of pre-agreed quantities and capacities, etc. shall fall under their scope during the lease period.



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SCHEDULE C1

SN	Equipment	Capacities	Make / Specifications [either the brands provided below or any such equivalent brand]	Benchmark agreed by Parties and to be provided by the Lessor^
1.	Chillers	800 TR	Bluestar	10.75TR/1000 sft
2.	Transformer	2500 KVA	Essenar	25KVA/1000 sft
3.	Diesel Generators	2250 KVA	Cummins	100% backup
4.	Elevators/Lifts	Passenger elevator – 24PAX Service elevator – 1.5T	1. For passenger: Johnson elevator For service: Rosh elevator	flame proof material lift
5.	Power Supply	1. 33 KV HT Supply Line 2. 2000 KVA	TSSPDCL	Approved power supply is 2000KVA, that is, 80% of the transformer capacity (2000KVA / 4 floors)
6.	Water Supply	No additional requirement. Over and above 75 KLD, which is provided by Lessor	HMWSSB + Borewell connection for over and above 75 KLD	Syngene has already agreed to 75 KLD for Building 2727 and the same will cater to Building 4545 without any additional capacities
7.	Fire Hydrant System	30 KLD	NA	Sump Tank: 200 KLD for entire Innopolis campus.
8.	Effluent treatment plant (pre-treatment)	-	NA	190 KLD ETP is operational within the campus which is designed to take care of all the upcoming buildings within the campus
9.	Sewage Treatment Plant	-	NA	100 KLD STP is operational within the campus which is designed to take care of all the upcoming buildings within the campus.

^Benchmark provided above is as per Lessee's requirements. Benchmark is the effective utilizable load and some amount of in-built safety margin (15%) is desirable as per industry standards and to achieve best in class operational efficiency. The makes or the brands are also dependent on timely availability / delivery at installation.






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SCHEDULE D – RENT SCHEDULE

For the overall Building 4545

Precise Period	SYNGENE - WAREHOUSE RENTAL SCHEDULE FOR BUILDING 4545									
	01.04.2023 to 31.03.2023	01.04.2023 to 31.03.2024	01.04.2024 to 31.03.2025	01.04.2025 to 31.03.2026	01.04.2026 to 31.03.2027	01.04.2027 to 31.03.2028	01.04.2028 to 31.03.2029	01.04.2029 to 31.03.2030	01.04.2030 to 31.03.2031	01.04.2031 to 31.03.2032
From Shell Rent for Laboratory Space										
Base Rent (Per month)	0	0	0	0	0	0	0	0	0	0
Base Rent (Per annum)	0	0	0	0	0	0	0	0	0	0
From Shell Rent for Cafeteria										
Base Rent (Per month)	0	0	0	0	0	0	0	0	0	0
Base Rent (Per annum)	0	0	0	0	0	0	0	0	0	0
Total Rent Payable per month	0	0	0	0	0	0	0	0	0	0
Total Rent Payable per annum	0	0	0	0	0	0	0	0	0	0

For Suite 01/4545

Lease Commencement Date	01 April 2023
Rent Commencement Date	01 September 2023

Precise Period	SYNGENE - WAREHOUSE RENTAL SCHEDULE FOR BUILDING 4545									
	01.04.2023 to 31.03.2023	01.04.2023 to 31.03.2024	01.04.2024 to 31.03.2025	01.04.2025 to 31.03.2026	01.04.2026 to 31.03.2027	01.04.2027 to 31.03.2028	01.04.2028 to 31.03.2029	01.04.2029 to 31.03.2030	01.04.2030 to 31.03.2031	01.04.2031 to 31.03.2032
From Shell Rent for Laboratory Space										
Base Rent (Per month)	0	0	0	0	0	0	0	0	0	0
Base Rent (Per annum)	0	0	0	0	0	0	0	0	0	0
From Shell Rent for Cafeteria										
Base Rent (Per month)	0	0	0	0	0	0	0	0	0	0
Base Rent (Per annum)	0	0	0	0	0	0	0	0	0	0
Total Rent Payable per month	0	0	0	0	0	0	0	0	0	0
Total Rent Payable per annum	0	0	0	0	0	0	0	0	0	0



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For Suite 11/4545

Lease Commencement Date	01 September 2023
Rent Commencement Date	01 February 2024

SYNGENE WARM SHELL RENTAL SCHEDULE FOR BUILDING 4545											
Precise Period	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024	01.09.2023 to 31.08.2024
Warm Shell Rent (in Lakhs) per month	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF
Base Rent (Per SF per month)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Rent (Per annum)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Warm Shell Rent (in Lakhs) per month	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF
Base Rent (Per SF per month)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Rent (Per annum)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Rent Payable per month	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Rent Payable per annum	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

For Suite 21/4545

Lease Commencement Date	01 February 2024
Rent Commencement Date	01 July 2024

SYNGENE WARM SHELL RENTAL SCHEDULE FOR BUILDING 4545											
Precise Period	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024	01.02.2024 to 31.01.2024
Warm Shell Rent (in Lakhs) per month	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF	24,600 SF
Base Rent (Per SF per month)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Rent (Per annum)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Warm Shell Rent (in Lakhs) per month	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF
Base Rent (Per SF per month)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Rent (Per annum)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Rent Payable per month	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Rent Payable per annum	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

For Suite 31/4545

Lease Commencement Date	01 July 2024
Rent Commencement Date	01 December 2024



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Previous Period		01.04.2023	01.09.2023	01.02.2024	01.07.2024	01.11.2024	01.06.2025	01.09.2025	01.09.2026	01.09.2027	01.09.2028	01.09.2029	01.09.2030	01.09.2031	01.09.2032	01.09.2033	01.09.2034
Month:		31.03.2023	31.03.2024	30.06.2024	30.09.2024	31.08.2025	31.05.2025	31.08.2025	31.08.2026	31.08.2027	31.08.2028	31.08.2029	31.08.2030	31.08.2031	31.08.2032	31.08.2033	31.08.2034
Warm Shell Rent for Laboratory Space																	
Basic Rent (Per SF per month)																	
Basic Rent (Per annum)																	
Basic Rent (Per annum)																	
Warm Shell Rent for Coldwater																	
Basic Rent (Per SF per month)																	
Basic Rent (Per annum)																	
Basic Rent (Per annum)																	
Total Rent Payable per month																	
Total Rent Payable per annum																	



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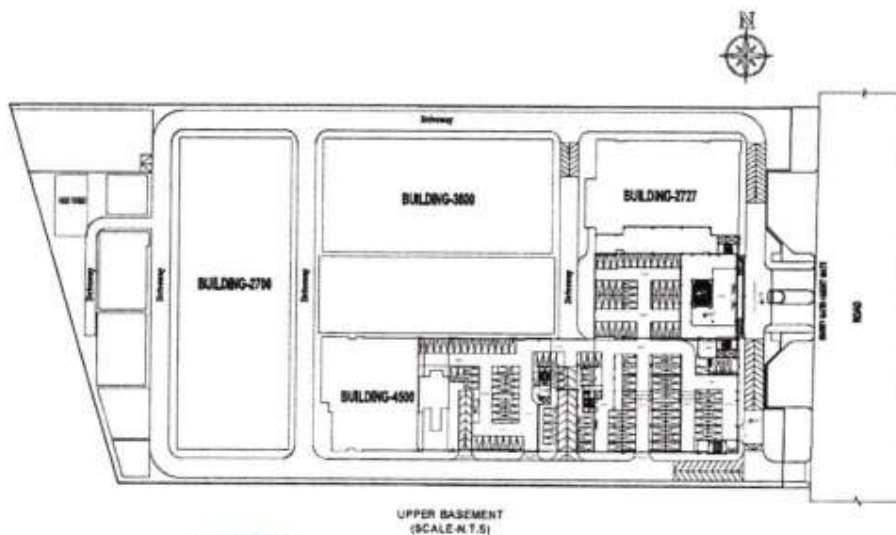
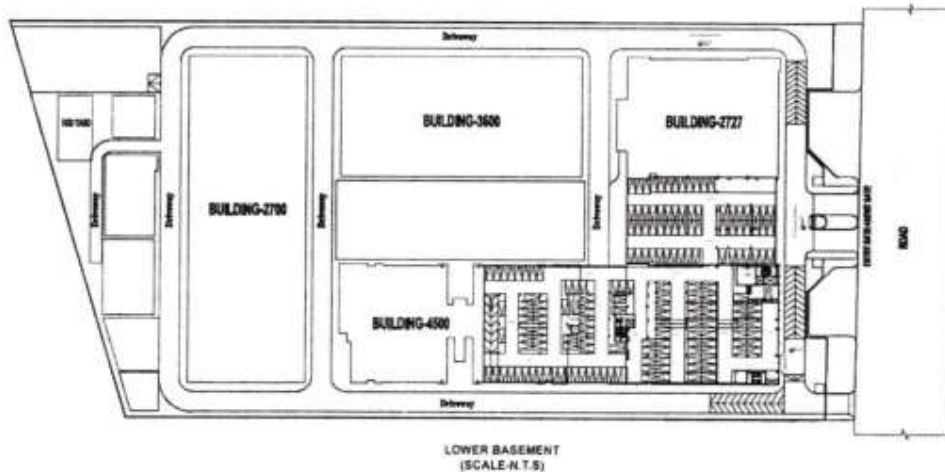


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ANNEXURE A CAR PARKING LAYOUT

The tentative car parking layout is marked with pink outline in the below depicted layout map of Park in Buildings 4545, 4500 and atrium's lower basement and upper basement





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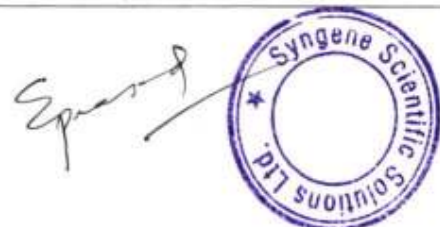
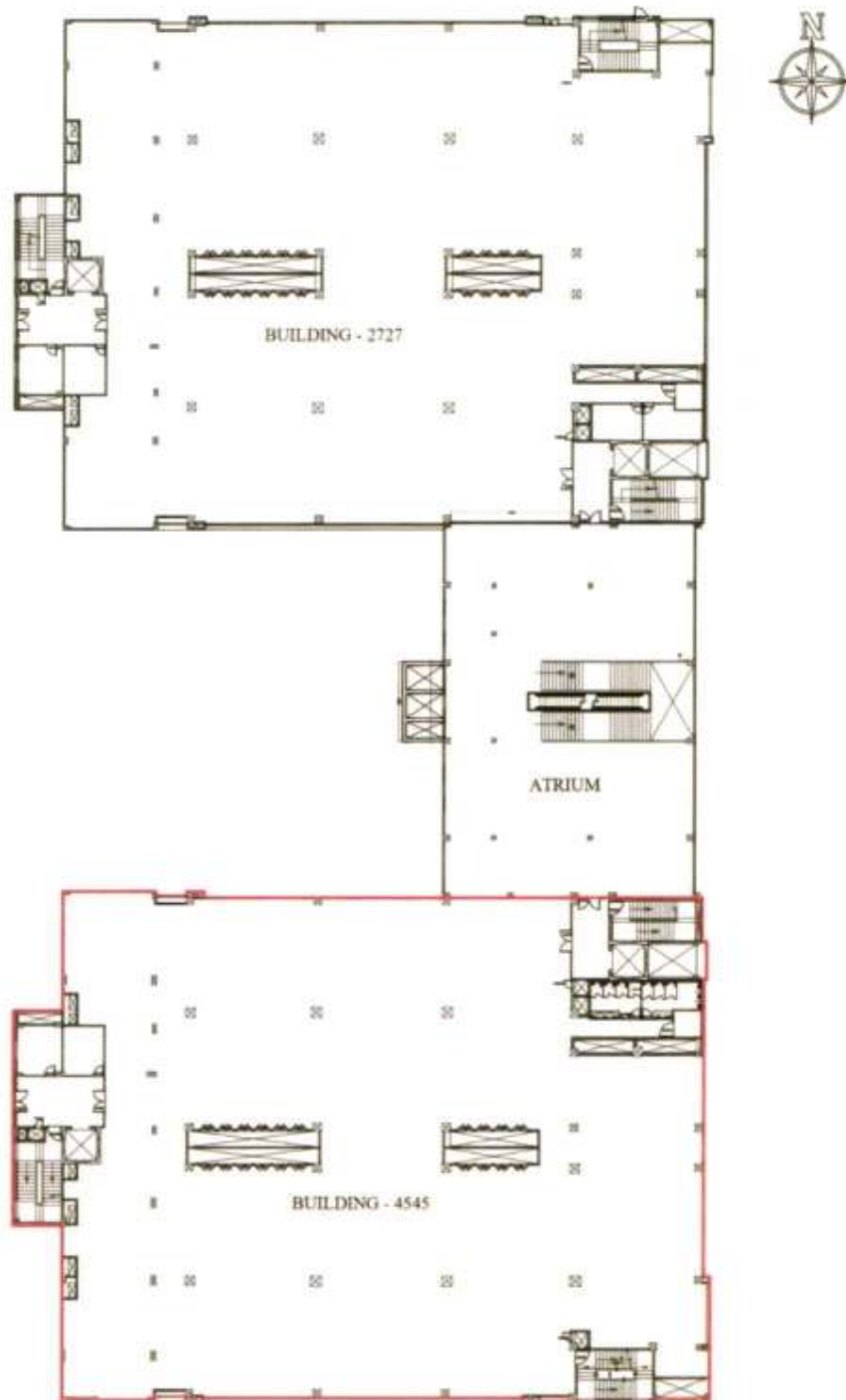
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ANNEXURE B – DRAWINGS

Annexure -B

Typical floor plan of building 4545 - marked in red





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ANNEXURE C SPECIFICATIONS

#	PARTICULAR	RXP COMMENTS DATED [23/06/2022]	SYNGENE COMMENTS DATED [10/08/2022]	RXP COMMENTS DATED [17/08/2022]	CONCLUSIVE REMARKS DATED [06/09/2022]
1	DG capacity calculations and availability for 4545	2250 KVA DG. As it matches the transformer capacity. The availability is within 6 months from signing the LOI.	DG power availability for Syngene fit outs commissioning startup. Exact month for same will be confirmed by us before LOI	The total power capacities considered for the building 4545 is 2500KVA – approximately for each floor we will provide 625KVA of power supply along with 100% DG back-up (2500KVA/ 4 floors). <i>Note:</i> The consumption charges will be applicable during fit-out period	As per the discussion the capacities mentioned herein were accepted by Syngene. We are sharing the layout which has indicative location of the DG set within the site plan (Refer to drawing name: 01 & 02_GVRC_Indicative Transformer & DG location). It is next to the existing DG set of 2727. Also, kindly note the DG stack for the 2250KVA DG (for building 4545) is already being constructed.
2	Transformer capacity calculations and availability for 4545	2500 KVA transformer. Availability within 6 months from signing the LOI.	Detailed break up and design basis for transformer design to be provided.	The total power capacities considered for the building 4545 is 2500KVA, so approximately for each floor we will provide 625KVA	As per the discussion the above-mentioned capacities were accepted by Syngene. Also, sharing the layout which has indicative location





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			(2500KVA / 4floors)	of the Transformer within the site plan Approved power supply is 2000KVA, that is, 80% of the transformer capacity (2000KVA / 4 floors) (Refer to drawing name: 01 & 02_GVRC_Indicative Transformer & DG location). It is next to the existing Transformer of 2727
3	HT and LT panel room dwg and calculations including bus duct provision for all four floors at 4545 till builder's battery limit	4000A panel will be provided in upper basement of building 4545 for Syngene to tap in power. Busduct scheme not planned for this building. Appropriate panel will be provided for lessor's scope of works i.e. for HVAC high side, lifts and common area lightings. Scheme to be finalized within 60 days from signing the LOI.	We have considered the same scope of 2727 and please share the SLD/scheme for the same	Syngene have to place their panel on the respective leased floor (Ground to Third floor) as per their requirement. Regarding the SLD scheme as we have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity
				We will be providing 630A power tap-in through cables on each floor. Kindly refer to the plan which has indicative marking of battery limit of electrical distribution cable. Builder to provide cable termination upto the battery limit of Syngene panel at each floor (Ground, first, second and Third floor). Kindly refer to the file name: 03_Battery limit for connecting Syngene panel. Lessor shall provide tappings






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				for each of the 4 floors through 2000A bus duct. Panels of the Lessor shall be connected from the main sub-station by way of cables.
4	Terrace electrical room drawing and scope and builder's battery limit in terms of electrical	There is no electrical room planned at the terrace floor, Syngene tapping will be from panel provided in upper basement. The scheme of things will be shared within 60 days from signing the LOI	please submit upper basement drawing and GA/room layout for electrical panels	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity Kindly refer to the drawing file name – 04 & 05 & 06_Terrace utility layout. It has the indicative location of our panel room and shaft demarcated through which Syngene can get their cables upto the terrace. After utilizing the terrace for placing our equipment, the remaining space is available for Syngene to utilize. Also as requested sharing the AutoCAD file also, under the same name (03_Terrace utility layout) -refer above comment. -Apart from staircase, lifts, lobbies corresponding to it, space for 2 chillers with pumps, and MS piping, and a small panel for power supply to chillers and pumps will be placed in the terrace by the Lessor and





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					rest of the space will be available to Syngene for exclusive use.
5	Chiller and related pumps calculations and availability for 4545	400TR x 2nos, air cooled chillers with suitable centrifugal chilled water pumps shall be provided. Availability within 6 months from signing the LOI	Please submit design basis and GA for chiller and pumps	Similar capacities as building 2727 will be provided for building 4545 (400TR x 2 nos. of Chillers). Regarding the GA drawings as we have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity	Kindly refer to the drawing file name - 04 & 05 & 06_Terrace utility layout. - Refer above comment.
6	Chilled water supply and return piping till builder's battery limit	Tapping shall be provided at each floor at 2 locations within service shafts (west side)	please submit piping routing and tapping locations drawing	Similar to building 2727 tapping in location would be provided for building 4545. We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity	Kindly refer to the drawing file name - 04 & 05 & 06_Terrace utility layout. - floor wise tapping required as 2727
7	Nos of lifts planned - Passengers and material (flame proof)	Lifts to be considered for FAS integration with Syngene panel - 1 number of passenger elevator (24pax)	We are OK to take care of lift integration with FAS but builder to ensure lift capability for the same and	Ok	Point concluded



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		and 1 number of flame proof lift (1.5 tons). The FAS integration will be under Syngene scope of works which they will do it with consultation with the respective lift vendor for the building	should be part of lift vendor PO .PO copy to be shared with Syngene		
8	Lift lobbies finishes schemes with ceiling and FAS integration	The FAS integration to be undertaken by Syngene team, overall Lift lobbies finishes will be under our scope of works	OK. please submit lift lobbies finish drawing and schedule including doors	Similar scheme as building 2727	As suggested, we shall go ahead with Gypsum false ceiling for lift lobby and 1(one) trap door in each lift lobby will be provided for maintenance purpose. Meanwhile the FAS integration to be undertaken by Syngene, we shall be providing the detectors and sprinklers for lobby
9	Atrium final drawing and views	The drawings & views will be shared separately	Awaited. please submit	Shared	Rendering and Plans shared earlier over the mail
10	Floor wise toilet plan and details including ceiling and exhaust- to be considered for FAS integration with Syngene panel	The drawings will be shared separately	Awaited. please submit	Overall toilet layouts will be shared shortly. However, the detailed exhaust layout we have communicated earlier that these drawings are linked with confirmation	The FAS integration to be undertaken by Syngene, we shall be providing the detectors. Overall, the number of toilets is being designed as per NBC






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				from Syngene. Hence, LOI is required to initiate this activity	standard. As discussed, we shall share the internal layout shortly for your working. - refer above comments.
11	Final floor layouts and area statement showing cutouts and common area	The drawings will be shared separately	Awaited. please submit	Every single AutoCAD drawing already shared with Syngene for building 4545. We can review it separately.	Point concluded. -Not concluded -need area statement before LOI.
12	Floor finishes details	VDF cement concrete flooring with smooth finish will be provided on all floors. Alternatively, 2x2ft. stainproof tile will be provided	please submit tentative cost for both schemes.	The cost analysis is already shared for building 2727 second floor, will request you to kindly refer to the same. -Yet to be received with tech specs and cost break up	-
13	FFL to FFL and clear height available	4.85 meters	FFL to FFL or clear height - please confirm	Clear height - 4.7m & FFL to FFL - 4.95m	Kindly refer to the Section with the respective height indicated. File name - 13_Section building 4545. - Clear height is 4.5 as per given drawing
14	Domestic drain layout and details	Details will be provided within 60 days from signing of LOI	Please submit scheme and scope document before LOI	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this	Point concluded





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				activity.	
15	Process drains layout and overall scheme including break up tank's calculations	1.5KL x 6nos. tanks. The effluents will be carried to the central holding tank besides sumps and from here the effluent will be pumped to the ETP.	please submit Location plan and GA	Same as my above comment	Point concluded
16	Staircase finishes	Granite with stainless steel handrail	Consider as handrail both side	Ok	Point concluded. -Lux level as per NBC and safety standards
17	Water proofing finishes for toilets and terrace	Waterproofing for the toilets will be done along with the tiling finishes before the LCD. While the waterproofing works for terrace will be completed with appropriate slopes to storm water before the LCD. However, it is subjective to clearance from Syngene after they have placed their equipment pedestals at the terrace	we want proper minimum slope in slab itself to avoid water accumulation	OK, also if any pedestal constructed by Syngene over the terrace they need to have provision of drainpipe, so that there is no accumulation of water between the pedestal	We shall be completing the waterproofing works prior Syngene equipment installation at the terrace of building 4545. Also kindly refer to the drawing - 17_Stormwater downtake pipes
18	Overhead tank details and incoming and outgoing piping details till builder's battery limit	The distribution of the OHT: 25KL municipal water, 25KL borewell water, 25KL	Please submit scheme /drawing, MOC and scope document before LOI.	We have communicated earlier that these drawings are linked with confirmation	Kindly refer to the drawing file name - 18_OHT layout 4545. -Dwg is not clear, hope



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		recycled water. Meanwhile the piping layouts will be shared within 60 days from signing the LOI. The battery limit for the water lines will be at the terrace, Syngene can take the tap-in from the terrace outlet which would be monitored by our water meter.		from Syngene. Hence, LOI is required to initiate this activity.	above capacities will be sufficient and piping scope will be as per 2727
19	Overhead tank to user point - piping details and routing	Overall details will be shared within 60 days from signing the LOI.	Please submit scheme/ drawing, MOC and scope document before LOI.	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity.	Kindly refer to the drawing file name - 06_OHT layout 4545. piping scope will be as per 2727
20	Backside lobbies closure details	Fire rated door will be provided at ground floor material staging area, upper floors openings of lobbies will be covered with toughened glass based upon the go-ahead from Syngene, so that the material loading/unloading is taken care during the fit-out period of Syngene.	Ground floor we want material entry with Ramp and Man entry separately as revised in 2727	Ok	Point concluded






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21	ETP calculations and availability for 4545 considering same load as 2727	Already 190 KLD ETP is operational within the campus which is designed to take care of all the upcoming buildings within the campus.	Ok	Noted	Point concluded
22	STP calculations and availability for 4545 considering same load as 2727	Already 100 KLD STP is operational within the campus which is designed to take care of all the upcoming buildings within the campus.	Ok	Noted	Point concluded
23	Fire hydrant tank calculations and availability for 4545 considering same load as 2727	30KLD overhead fire tank, Fire hydrant will be connected to existing fire pump room. Scheme already in place.	Ok	Noted	Point concluded - design as per NBC
24	Fire hydrant line network/routing and details for inside building including locations of fire hose and box	The scheme of things will be provided with 60 days from signing the LOI	Please submit scheme/ drawing, MOC and scope document before LOI	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity.	Sharing with you the approved set Fire hydrant layout kindly go through it. Following are the file names: 24a_FF_2727 & 4545 GROUND AND FIRST FLOOR 24b_FF_2727 & 4545 SECOND TO THIRD FLOOR 24c_FF_2727 & 4545





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		SECTION & ELEVATION 24d_FF_2727 & 4545 TERRACE FLOOR 24e_FF_Cellar floor 24f_FF_GVRC Site Yard Hydrant fire plan	
25	Shaft closure details and drawings at terrace level	The scheme of things will be provided with 60 days from signing the LOI	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity.
26	Approved electrical MD and availability	The definitive timelines can be given only after LOI	We have communicated earlier that these drawings are linked with confirmation from Syngene. Hence, LOI is required to initiate this activity.
27	Approved water supply MD and availability	75 KLD water supply is currently available at site as per Syngene earlier requirement. It appears to be an excess of Syngene requirement. Hence, we can combine the 75KLD requirement for building 4545 and 2727, such that the	Point concluded -75 KLD is more than what we required for 2 blocks which builder need to revise to 30 KLD for one block 2727 and once 4545 gets commissioned another 30 KLD. Same to be mentioned in LOI



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		actual requirement is matched.			
28	Building inside shaft finishes details	The overall look and feel of the building 4545 is similar to 2727 w.r.t. to the ACP cladding, structural glazing, Lifts, Lobbies, shafts and closing of shafts at the terrace.	Ok	Noted	Point concluded

OTHER SPECIFICATIONS:

#	PARTICULAR	RXP COMMENTS
1	All incomer specifications and battery limit for electrical, HVAC, drains etc. should be same as 2727	Ok, Noted.
2	We are not getting adequate space on terrace floor to accommodate scrubbers, blowers and other utilities equipment's due to builder occupying more space than 2727. So you need to give us minimum 80% of terrace for Syngene uses. Currently it is less than 70%.	Except for 2 + 1 Chiller And 200 Sft Panel Room, rest is for Syngene – Ensure placement being done such that Syngene gets minimum 80% terrace area.
3	Toilets specifications and quality of works should be approved by Syngene	No change works under builder scope. (Same as 2727)
4	Ventilation and exhaust for toilet and toilet lobbies should be part of builder scope. Door to be installed to toilet passage by builder.	Ok, Noted.
5	Lco2 and LN2 15mX 12 m space to be given adjoining to hydrogenation block. We will share layout with location the same.	No further space available. Can use 4-meter setback, but inside building line, on western side of 4545 – If this space is mandatory to have set-up of LCO2 and LN2 for Operations, so builder need to accommodate






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		either near to 2727 or 4545. Preferred is behind hydrogenation block.
6	Lift-passenger lift and material lift specs and capacities to be referred as 2727 and should be handed over along with building.	Ok, Noted.
7	Major milestone and timelines to be part of LOI for 4545. Biweekly updates with photos to be shared by builder.	Will give monthly timelines within 15 days of LOI. To be read along with LOI. This can be mentioned in LOI.
8	From day 1 of 4545 commissioning, we need to have stand by arrangement for transformer and DG set considering for both building electrical loads	Cannot do. Electrical department and CEIG will not permit at this stage. Full power and power back-up shall be provided from LCD.
9	We will be having roofing provision for all dog houses/cut-outs as like 2727	Will be closing all the shafts with deck slab from top. *Note: If Syngene are going to erect sheds/rooms on the terrace, it will be at their risk and cost. We will require indemnity against consequences / costs as a result of any objections raised by statutory authorities on this count.
10	Chiller Chilled Water Supply temp feed to AHUs shall be at 7 degree C @2.5 Kg/cm2	Ok, Noted.
11	Sufficient space for earthing pits to be provided by builder near to 4545	Ok, Noted. We will require space requirement and numbers accordingly we shall allocate the space.
12	Preventive Maintenance for builder utilities to be scheduled quarterly /OEM specs for both the blocks 2727 and 4545. Report to submit to Syngene EAM.	Ok, Noted.




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13	2727 block external and internal walls are having seepages and moisture, builder to ensure same will not be getting at 4545 and also to do CAPA for 2727.	Ok, Noted.
14	Except terrace floor, rest all drawings AutoCAD version to be received.	Ok, Noted.
15	All floors tapping should be through bus duct.	Ok, Noted.





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**ANNEXURE D
LESSEE DELAY**

1. Approval of GFC (Good for Construction) Drawings, BOQ's (Bill of Quantities) & Technical Specifications for all the Tenant Improvement Decentralised Packages – 8 to 10 days from the date of submission of GFC's by Lessor.
2. Approval of GFC (Good for Construction) Drawings, BOQ's (Bill of Quantities) & Technical Specifications for all the Tenant Improvement Centralised Packages – 8 to 10 days from the date of submission of GFC's by Lessor.
3. Approval of Material Samples for the Colour & Finishes – within 5 days from the date of submission of the Samples by Lessor.
4. Approvals on Design Deviations requested by Lessee during construction stage – within 5 days from the date of Submission of such requests by Lessor.
5. Availability of Lessee Representative during Commissioning Activities – For the entire duration of Commissioning Activities as per the Project Schedule wherever applicable with prior intimation to the Lessee.





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GV RESEARCH CENTERS PVT LTD

CIN No.U73200TG2018PTC126666

5-4-187/3&4, II floor, MG
Road,Secunderabad – 500
003.Phone: +91-40-66335551
Email:roc@modiproperties.com

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GV RESEARCH CENTERS PRIVATE LIMITED HELD ON WEDNESDAY, 16TH NOVEMBER, 2022 AT 11:00 AM AT REGISTERED OFFICE OF THE COMPANY SITUATED AT 5-4-187/3&4,SOHAM MANSION,2ND FLOOR, M.G.ROAD,SECUNDERABAD, HYDERABAD 500003 IN TELANGANA, INDIA.

AUTHORISATION TO WASEEM AKHTAR AS AUTHORIZED SIGNATORY OF THE COMPANY:

“RESOLVED THAT the consent of the Board be and is hereby accorded to appoint Mr. Waseem Akhtar, Officer of the Company holding DIN: 09702234 as an Authorized Signatory to sign Lease Deed before the Registrar on behalf of the Company and he shall be severally authorized to sign all the documents, deeds, agreements, affidavits, undertakings, and declarations/disclosures in relation to such Lease and to do all or any of the acts, deeds, matters and things as may be considered expedient and necessary on behalf of the Company.

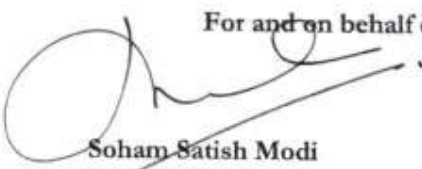
RESOLVED FURTHER THAT Mr. Waseem Akhtar, as Authorized Signatory of the Company be and is hereby severally authorized to appear and act on behalf of and represent the Company in all matters before Registrar and such other Government Officers and other civic bodies and to sign and execute all Lease Deed for and on behalf of the Company in or in relation to any matter in relation or connected thereto.

RESOLVED FURTHER THAT authorizations conferred by this resolution shall continue to have full force until revoked by the Company by written notice or by the issue of a subsequent resolution.

RESOLVED FURTHER THAT the copies of the foregoing resolutions, certified to be true by any Director, may be furnished to any person(s) as may be required.”

//Certified True Copy//

For and on behalf of M/s GV RESEARCH CENTERS PRIVATE LIMITED.


Soham Satish Modi
Director
(DIN: 00522546)

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Shamirpet



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Syngene

Syngene International Limited

Biocon SEZ, Biocon Park, Plot No. 2 & 3,
Bommasandra Industrial Area, IV Phase,
Jigani Link Road, Bengaluru 560 099,
Karnataka, India

T +91 80 6775 8000

F +91 80 6775 8808

CIN: L85110KA1993PLC01493

www.syngeneintl.com

August 17, 2021

AUTHORISATION

Pursuant to the resolution passed at the meeting of the Board of Directors of the Company held on January 20, 2021 severally authorizing Ms. Kiran Mazumdar Shaw, Non-Executive Chairperson and Mr. Jonathan Hunt, Managing Director & Chief Executive Officer of the Company to delegate signing authorities to such managers /officers of the Company as they deem fit in discharging the day to day affairs of the Company, I, Jonathan Hunt, Managing Director & Chief Executive Officer, hereby authorize Mr. Ede V S S D V Prasad, Site Head- Hyderabad, to represent the Company and sign the documents as listed below:

1. All types of General letters, grant letters and Memorandum of Understanding (MOU), Term-sheet, Letter of Intent (LOI) and any Amendments.
2. Lease/Rental and property documents
3. Any applications/letters/documents pertaining to environment, health and safety and engineering and Infrastructure before any statutory authorities including Central Pollution Control Board, Telangana State Pollution Control Board, Central Pollution Control Board, Other State Pollution Control Board, Labour Welfare Offices at all locations, Department of Factories Offices at all locations, Fire and Emergency Services Offices at all locations, Ministry of Environment & Forest, The Petroleum and Explosives Safety Organization, authorities under Drugs and Cosmetics Act Offices at all locations, Narcotics, Department of Atomic Energy, Department of Biotechnology.

For SYNGENE INTERNATIONAL LIMITED

**JONATHAN
BRITTAN
HUNT**

Mr. Jonathan Hunt
Managing Director and CEO

Digitally signed by JONATHAN BRITTAN HUNT
DN: c=GB, o=Personal,
pseudoym=476a59199fa43effbc0f6bf1a4a9c5
871081b7849680c17054995054bbb1db0,
postalCode=SK96AP, st=ns,
serialNumber=40d9b62f0594050ab9d75ebb28
2ef44116a435ee86fac169f26ae6959b4f72c9,
cn=JONATHAN BRITTAN HUNT
Date: 2021.08.17 12:38:19 +05'30'

Sub Registrar
Shamirpet

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TSIIC- Kolthur

BUILDING PERMIT ORDER

To,

Sri/Smt.
G.V. Research Centers Private Limited
, MG Road,

FILE No.	: IIC/0574/2022
PERMIT No.	: IIC/0574/2022
DATE	: 05 September, 2022

Sir / Madam,

Sub: Building Plan Approval of (Building Name) of M/s. **G.V. Research Centers Private Limited**. in TSIIC Industrial Development Area Plot No. 3, in Survey Number **542(P)/3, Kolthur(V), Shamirpet(M), Medchal-Malkajgiri District - Sanctioned - Reg.**

Ref: 1. Your Lr. No **IIC/0574/2022**, Dt. Date Of Proposal **13 August, 2022**
2. G.O.MS.No.168, of MA & UD Dept., dt.07.04.2012.
3. G.O.MS.No.7 of MA & UD Dept., dt.06-1.2016.
4. Lr. No.TSIIC- IALA/**IIC/0574/2022**, Dt. **23 August, 2022** Demand Notice raised
5. MSBC Meeting held on 01 January, 0001
6. Technical Approval prods. No. /TSIIC/MSB/Kolthur, Dt 05 September, 2022 of Chief engineer, TSIIC Ltd. Hyderabad.

Vide reference first cited, M/s. G.V. Research Centers Private Limited, has submitted plans of IIC/0574/2022 Building in TSIIC Industrial Development Area Plot No. 3, in Sy. No. 542(P)/3, Kolthur(V), Shamirpet(M), Medchal-Malkajgiri District for Approval of Existing 1 Ground + 2 upper floors and Proposed 0 upper floors floor/s of 19.80 Mtrs.

The application has been examined with reference to the rules and regulations in force. Vide reference ...Ref-6... cited, Technical approval was accorded based on the recommendations of High Rise Building Committee for the Building with Existing 1 Ground + 2 upper floors and Proposed 0 upper floors floor/s of 19.80 Mtrs.

Permission is hereby sanctioned conditionally as detailed below:

A APPLICANT AND LICENSED PERSONNEL DETAILS:								
1	Applicant		G.V. Research Centers Private Limited					
2	Developer / Builder		NA			Lic.No.	NA	
3	Licensed Technical Person		G.V. Research Centers Private Limited ()			Lic.No.	3a9d1308	
4	Structural Engineer		NA			Lic.No.	NA	
B SITE DETAILS								
1	Survey Number		Survey Number 542(P)/3, Kolthur (V), Shamirpet (M), Medchal-Malkajgiri Dist.					
2	Locality		Kolthur					
C DETAILS OF PERMISSION SANCTIONED								
1	Building Sanction Data							
1.1	Building - PROPOSED BUILDING (4500) (Height (m): 14.85)							
a	Floors	Ground		Upper floors		Parking floors		
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)
c	Residential	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
e	Industrial	1	3,045.20	2	6,101.10	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
c	Others	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
Set backs (m)		Front		Rear		Side I	Side II	
		11.7		10.5		11.62	30.8	
1.2	Building - PROPOSE BUILDING (3600 A AND C) (Height (m): 16.90)							
a	Floors	Ground		Upper floors		Parking floors		
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)
c	Residential	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
e	Industrial	1	2,480.00	3	7,440.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
c	Others	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00



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TSIIC- Kolthur

BUILDING PERMIT ORDER

	Set backs (m)	Front		Rear		Side I		Side II	
		11.38		12.32		30.8		12.18	
1.3	Building - PROPOSED BUILDING (2700) (Height (m): 16.90)								
a	Floors	Ground		Upper floors		Parking floors			
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)	
c	Residential	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
e	Industrial	1	4,533.88	2	9,067.76	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
c	Others	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
	Set backs (m)	Front		Rear		Side I		Side II	
		10.5		10.81		12.3		11.52	
1.4	Building - PROPOSED BUILDING (3600H HYDROGENATION BLOCK) (Height (m): 4.20)								
a	Floors	Ground		Upper floors		Parking floors			
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)	
c	Residential	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
e	Industrial	1	234.50	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
c	Others	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
	Set backs (m)	Front		Rear		Side I		Side II	
		12		11.38		48.55		11.07	
1.5	Building - PROPOSED BUILDING (5600E) (Height (m): 12.00)								
a	Floors	Ground		Upper floors		Parking floors			
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)	
c	Residential	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
e	Industrial	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
c	Others	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
	Set backs (m)	Front		Rear		Side I		Side II	
		12		14.05		61.44		7.05	
1.6	Building - PROPOSED BUILDING (5600C) (Height (m): 12.00)								
a	Floors	Ground		Upper floors		Parking floors			
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)	
c	Residential	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00	
						Stilt	0	0.00	
						U.Floors	0	0.00	

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TSIIC- Kolthur

BUILDING PERMIT ORDER

e	Industrial	1	207.90	2	415.80			
c	Others	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
	Set backs (m)		Front		Rear	Side I		Side II
			10.81		7.05	7.05		20.9
1.7	Building - PROPOSED BUILDING (2727, ATRIUM AND 4545) (Height (m): 19.80)							
a	Floors		Ground		Upper floors		Parking floors	
b	Use	No.	Area (m2)	No.	Area (m2)	Level	No.	Area (m2)
c	Residential	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
d	Commercial	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
e	Industrial	1	5,217.90	3	15,541.08	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	2	10,824.88
c	Others	0	0.00	0	0.00	Cellar	0	0.00
						Stilt	0	0.00
						U.Floors	0	0.00
	Set backs (m)		Front		Rear	Side I		Side II
			10.06		11.7	11.95		11.64
d	No of floors	Existing 2 Cellar + Existing 1 Ground + 3 upper floors and Proposed 0 upper floors						
2	Set backs (m)		Front		Rear	Side I		Side II
			9.59		14.05	11.62		0.05
3	Site Area (m2)		37259.08		9	Tot-lot (m2)		4116.43
4	Road affected area (m2)		0		10	Height (M)		19.80
5	Net Area(m2)		37259.08		11	No. of RWHPs		11
6	Coverage area		685.43		12	No. of Tress		NA
7	Coverage { %}		1.84		13	Others		NA

D	DETAILS OF FEES PAID (RS.) TOTAL : Payment Mode: TSIPASS Receipt No. :							
1	Value Additional Charges		13,000.00					
								TOTAL: 13,000.00
E	OTHER DETAILS :							
1	Contractor's all Risk Policy No.	NA		Date	-	Valid Upto	-	
2	Notarized Affidavit/Mortgage	2684	Date	12 April, 2021	Floor handed Over	First floor, Second floor and Stilt	Area (m2)	5,370.00
3	Enter Sr. No. in prohibitory Property Watch Register	NA	Date	-	Sub Registrar-I			NA
F	Construction to be Commenced Before				05 March, 2024			
G	Construction to be Completed Before				05 September, 2028 / The Project Implementation time as stipulated by TSIIC holds good which ever is earlier.			

The Building permission is sanctioned subject to following conditions:

- The permission accorded does not confer any ownership rights. At a later stage if it is found that the documents are false and fabricated the permission will be revoked.
- The building plans technically approved are valid for a period of Six (6) years i.e. **05 September, 2028** from the date of issue of the building permit order/ The Project Implementation time as stipulated by TSIIC which ever is earlier. If the work is not completed within the stipulated period or construction is not commenced within eighteen (18) months i.e. **05 March, 2024**, the building permission accorded stands canceled and fresh application shall be submitted duly paying requisite fee.
- Sanctioned Plan shall be followed strictly while making the construction. Prior Approval should be obtained separately for any modification in the construction. No deviation, misuse (or) violations of minimum set back and other balcony projections shall be allowed and set backs are open to sky.
- Sanctioned Plan copy as attested by the TSIIC/ IALA shall be displayed at the construction site for public view.
- Commencement notice shall be submitted by the applicant before commencement of the building.
- Completion Notice shall be submitted after completion of the building & obtain Occupancy Certificate.
- Occupancy Certificate is compulsory before occupying any building.
- Public Amenities such as Water Supply, Electricity Connections will be provided only on production of occupancy certificate.
- Tree Plantation shall be done along the periphery and also in front of the premises at a distance of not less than 4.00 mts between each tree.
- The totlot shall be maintained at not less than 5 % of the plot area as approved in the plan. Totlot shall be fenced and shall be maintained as greenery at owners cost before issue of occupancy certificate.
- Rain Water Harvesting Structure (percolation pit) shall be constructed.
- Space for Transformer shall be provided in the site keeping the safety of the occupants in view.
- Garbage House shall be made within the premises.
- Cellar and stilt floors approved for parking in the plan should be used exclusively for parking of vehicles without partition walls & rolling shutters to ensure free vehicular movement. The parking area should not be converted or misused for any other purpose at any time in future as per undertakings submitted. No vehicle shall be parked on road side.
- No. of units as sanctioned shall not be increased without prior approval of TSIIC / TSIIC IALA at any time in future.
- This sanction is accorded on surrendering of Road affected portion of the site to the TSIIC - IALA Kolthur at free of cost without claiming any

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ಭಾರತ ಸರ್ಕಾರ
GOVERNMENT OF INDIA

ಸಯ್ಯದ ವಸೀಮ ಅಖ್ತರ್
Sayed Waseem Akhtar
ಪುಟ್ಟಿದ ವರ್ಷ / Year of Birth : 1981
ಪುರುಷ / Male

3832 9870 3465

ಆಧಾರ್ - ಶ್ರೀಸಾಮಾನ್ಯನ ಅಧಿಕಾರ

ಭಾರತೀಯ ವಿಶಿಷ್ಟ ಗುರುತಿನ ಪ್ರಾಧಿಕಾರ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ವಿಳಾಸ:
S/O ಸಯ್ಯದ ಇಕ್ಬಾಲ್ ಪಾಷಾ,
#1701/C, J M ROAD,
JHANDA KATTA, Bijapur,
Bijapur Railway Station,
Karnataka, 586104

Address:
S/O Sayed Iqbal Pasha,
#1701/C, J M ROAD,
JHANDA KATTA, Bijapur,
Bijapur Railway Station,
Karnataka, 586104

1947
1800 190 1947

help@uidai.gov.in

www.uidai.gov.in

A.A. Sankar Street 1947,
Bengaluru-560001

Signature

ಭಾರತ ಸರ್ಕಾರ
GOVERNMENT OF INDIA

ಎಡ್ ವೆಂಕಟ ಸೂರ್ಯ ಸತ್ಯನಾರಾಯಣ ದೇವಿ ವರಾ ಪ್ರಸಾದ್
Ede Venkata Surya Satyanarayana Devi Vara
Prasad
DOB: 04-02-1962
Gender: Male

6655 3203 7522

ಆಧಾರ್ - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

5/0 ಎಡ್ ರೆನುಕಾರಾವು, 1-1-
230/16 ಫ್ಲಾಟ್ ಬಿ-305 ಬಿ-ಬ್ಲಾಕ್,
ಹೆಸರ್ ವಸುಧಾ
ಏಪರ್ಟ್ಮೆಂಟ್, ಚಿಕ್ಕದಪಲ್ಲಿ,
ಮುಷೇರಾಬಾದ್, ಮುಷೇರಾಬಾದ್
(delivery), Musheerabad,
Hyderabad, Telangana, 500020

Address:
S/c Ede Renukarao, 1-1-230/16
Flat No-305 B-block, Hsr Vasudha
Apartment, Chikkadpalli,
Musheerabad, Musheerabad
(delivery), Musheerabad,
Hyderabad, Telangana, 500020

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P.O. Box No. 1947,
Bengaluru-560 001

Signature

भारत सरकार
Government of India

ದೇವಾನ್ ವಶಿಷ್ಠ
Dewanah Vashishth
ಜನ್ಮದ ದಿನಾಂಕ / DOB: 23/04/1997
ಪುರುಷ / Male

4351 7337 1938

ಆಧಾರ್ - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

ಪಲಾ S/O ದೇವಾನ್ ವಶಿಷ್ಠ: 457/8,
ಸ್ಟ್ರೀಟ್ 21A ಅಶಿಷ್ಠ ನಗರ (ಪಶ್ಚಿಮ),
ಹಿರಾಬೆಲಿ ಬಿಲಾಡ್, ಸಿವಿಕ್ ಸೆಂಟರ್ ಬಿಲಾಡ್,
ಒನ್ ಸಿವಿಕ್ ಸೆಂಟರ್ ಬಿಲಾಡ್, ಚನ್ನರಾಯಪುರ,
490006

Address: S/O A.K. Vashishtha, 457/8
Street 21A, ASHISH NAGAR (WEST),
Hirabelli Billaad, Civic Centre Billaad, Durg Civic
Centre Billaad, Chhannarayana, 490006

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1800 300 1947

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Vashishtha

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Government of India

ದೇವರಾಪಲ್ಲಿ ಅಶೋಕ್ ಕುಮಾರ್
Devarepalli Ashok Kumar
ಪುಟ್ಟಿದ ವರ್ಷ / DOB: 06/07/1989
ಪುರುಷ / MALE

4717 1594 9525
VID: 8127 7377 9048 9818

ನಾ ಆಧಾರ್, ನಾ ಗುರುತು

ಭಾರತೀಯ ವಿಶಿಷ್ಟ ಗುರುತಿನ ಪ್ರಾಧಿಕಾರ
Unique Identification Authority of India

ದೇವರಾಪಲ್ಲಿ:
S/O ದೇವರಾಪಲ್ಲಿ ಸುಬ್ರಹ್ಮಣ್ಯಮ್, ಪ್ಲಾಟ್ ನಂ 599, ನರೇಂದ್ರ ನಗರ ಕಾಲನಿ,
ನರೇಂದ್ರ ನಗರ ಕಾಲನಿ, ಅಮೇನಾಪುರ, ಮೆಡಾಕ್,
ತೆಲಂಗಾಣ - 502032

Address:
S/O Devarepalli Subrahmanyam, Plot No
599, Narendra Nagar Colony, Near
Panchayathi Office, Ameenapur, Medak,
Telangana - 502032

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Ashok

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