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Sold To/Issued To:
Waseem Akhtar
For Whom/ID Proof:
GVRCP1

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POLICE STATION
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Agreement
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FACILITIES SERVICES AGREEMENT

This Facilities Services Agreement (“**Agreement**”) is made and executed on this 17 February 2023 at Hyderabad, India.

BY AND BETWEEN:

GV RESEARCH CENTERS PRIVATE LIMITED (GVRC), a company incorporated under the Companies Act, 2013, vide CIN No. U73200TG2018PTC126666 and having its registered office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad, Telangana- 500003, India, represented by its Authorised Signatory, Mr. Sayed Waseem Akhtar (aged about 41 years and son of Mr. Sayed Iqbal Pasha), (hereinafter referred to as the “**GVRC**” or “**Lessor**”, which expression shall unless contrary to/or repugnant to the context thereof mean and include its successors and assigns) of the **FIRST PART**;

AND

GVRX FACILITIES MANAGEMENT PRIVATE LIMITED (GVRX), a company incorporated under the Companies Act, 2013 vide CIN No. U45201TG2021PTC150174 and having its registered office at Sy. No. 403/1 (Old), 120 (New), 4th Floor, Niharika Jubilee One, Road No.1, Jubilee Hills, Hyderabad, Telangana – 500033, India, represented by its Authorised Signatory, Mr. Sayed Waseem Akhtar (aged about 41 years and son of Mr. Sayed Iqbal Pasha), (hereinafter referred to as the “**GVRX**” or “**Service Provider**”, which expression shall unless contrary to/or repugnant to the context thereof mean & include its successors and assigns) of the **SECOND PART**;

AND

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 Tech Park, 43, Hosur Road, Electronics City, Phase 1, Bangalore, Karnataka – 560100, India, represented by its Authorised Signatory, Mr. Ede Venkata Surya Satyanarayan Devi Vara Prasad (aged about 61 years and son of Mr. Ede Renukarao), hereinafter referred to as the “**Syngene**” or “**Lessee**” (which term shall, wherever the context admits or permits, mean and include besides the Company, its successors and assigns) of the **THIRD PART**;

Lessor, Service Provider and Syngene are hereinafter individually referred to as a ‘Party’ and collectively “Parties”.

WHEREAS:

- A. The Lessor has developed the land into a Research and Development Centre known as ‘Innopolis’ 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**”),



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- B. Lessor has leased and the Lessee had taken on lease laboratory space, chemical storage space and support spaces of leasable area located in Building 2727, 3600/H, 5600/C and 5600/S (“**Premises**” as detailed in Schedule A) by executing a registered deed of lease dated _____ 2023 bearing CS No. _____ and document number _____ in the office of the Sub-registrar, Shamirpet, Hyderabad, Telangana State, (more fully described in the **Schedule A**). Lessor has agreed to provide 24/7 common area facilities and amenities to the Lessee, either by itself or through, the Service Provider, as per the terms of this Agreement.
- C. GVRC has familiarized GVRX with all the obligations of Lessor under the Lease Deed. GVRX hereby covenants and confirms that it has understood all the terms and conditions of the Lease Deed with respect to the Lessor’s obligations to provide the Maintenance Services to the Lessee.
- D. GVRC has engaged GVRX for providing the CAM Services or Maintenance Services across its buildings through a Memorandum of Understanding dated: 1st December 2021 (“**MOU**”) unless terminated by the Parties by their written mutual consent. Lessor has authorised the Service Provider to provide the necessary facilities and Utilities Services to its respective buildings and facilities (including Innopolis for providing CAM Services or Maintenance Services to Syngene) and the Lessor and Service Provider has agreed to be jointly and severally responsible to provide such CAM Services or Maintenance Services to Syngene. GVRC will provide all the Utilities Services to Syngene.
- E. Service Provider and GVRC represents and warrants that it has necessary skill, expertise, experience, infrastructure, and manpower to provide all the required facilities and has made proper arrangements for providing facilities, Utilities Services and CAM Services or Common Areas and Maintenance Services to Syngene in the Premises and does not conflict with the terms agreed under this Agreement. Service Provider and GVRC is willing to provide certain facilities, Utilities Services and CAM Services or Maintenance Services to Syngene (collectively “**Services**”) and Syngene is desirous of availing such Services from the Lessor and Service Provider on non-exclusive basis in respect of the Premises as provided hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Unless the context herein otherwise provides and apart from the terms which may be defined elsewhere in this Agreement and the Lease Deed (as may be applicable), the following terms shall have the meanings assigned hereto:
- 1.1. “**Agreement**” shall mean this Facilities Service Agreement, the annexure attached hereto and any amendments hereto made by mutual consent in writing
- 1.2. “**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;
- 1.3. “**BC Plan**” shall mean the plan detailed out in Clause 8 below;



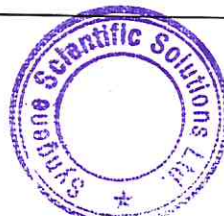
- 1.4. **“Common Area”** is detailed out in Schedule C and Premises as defined in Schedule A.
- 1.5. **“Confidential Information”** shall have the meaning ascribed in the Lease Deed;
- 1.6. **“Force Majeure”** shall have the meaning ascribed in the Lease Deed, excluding Covid-19 pandemic and its other existing variants, or the variants that may evolve in future;
- 1.7. **“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;
- 1.8. **“Lease Deed”** shall mean the Lease Deed executed by the Lessor and Lessee in writing as more fully described under Recital B;
- 1.9. **“Maintenance Charges” or “Common Area Maintenance (CAM) Charges”** shall have the meaning ascribed to the term in Clause 3.1;
- 1.10. **“Maintenance Charge Effective Date” or “CAM Effective Date”** shall mean April 01, 2023
- 1.11. **“Maintenance Services”** shall *inter alia* mean Common Areas Maintenance (CAM) Services such as housekeeping, security, electricians, plumbers, HVAC, carpenter, fitter, fire operators, shift-wise supervisors and other services as listed in Schedule B are provided by the Service Provider.
- 1.12. **“Project”** shall mean, as defined in the Lease Deed.
- 1.13. **“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;
- 1.14. **“Reimbursable Charges”** shall have the meaning ascribed to the term in Clause 4.1;
- 1.15. **“Utilities Services”** shall mean TSSPDCL power, D.G power, Chiller and UPS back-up for common areas, as agreed upon and other agreed utilities services which are required to be provided by the Lessor.

2. SCOPE OF SERVICES FOR MAINTENANCE AND UTILITIES SERVICES

- 2.1 Syngene shall have access to the Maintenance Services and Utilities Services during the term of this Agreement with 24 hours a day and 7 days a week and 365 days a year. The normal working hours during which the Project shall be operational shall be from Monday to Saturday i.e., 6 (six) days a week from 8:30 AM to 6:30 PM, except for janitorial and house-keeping services which shall be available from 6:00 A.M to 10:00 P.M and more fully detailed in Table-1 of Schedule B. The Project shall be closed on all public holidays, determined by the Lessor in accordance with Applicable Law. Syngene accepts that beyond the normal working hours all services may not be available to the Premises and in the Project as per Part A and Part B Services.



Part A	Maintenance Services (CAM Services)	• CAM Services and dedicated manpower are detailed in Part A of Schedule B. • Normal working hours of manpower for Maintenance Services is detailed in Tabe-1 of Schedule B. • Beyond normal working hours: In the event the Lessee requires access to any of the services to the Premises and Project beyond the normal working hours mentioned in this Clause, the Lessee may do so, only upon giving a prior written notice of 24 (twenty-four) hours to the Lessor; provided however, in case of an emergency, the Lessor may provide access to the Lessee on receipt of written notice of not less than 6 (six) hours. Beyond the normal working hours, the Maintenance Charges from 6:31 PM to 8:29 AM and from 10:01 P.M to 5:59 A.M (in case of janitorial services) shall be billed at actuals to the Lessee on a per day basis for providing such additional services to the Lessee pursuant to this Clause. • Further, Service Provider shall provide all the CAM Services fully operational to ensure that the CAM Services, equipment, and machines installed by it and the infrastructure provided by the Service Provider under this Agreement is maintained round-the-clock during the term of the Agreement. No annual maintenance charges and insurance charges are payable or reimbursable in respect of facilities, items, materials, equipment installed by the Lessor. • Delay or deficiency in CAM Services: In the event the CAM Services of the Service Provider is not meeting the expected deliverables (i.e., not meeting industry standards) with regard to Services, quality and efficiency, Syngene can ask the Lessor for a change of vendor or give seven (7) days' written notice to GVRX for an increase or reduction in manpower to meet the expected Services, quality and efficiency as required. Upon increase or decrease of such required manpower, the costs for Syngene shall change, based on such change in manpower and budget requirements for CAM Services, which shall be mutually agreed by the Parties, prior to change in such manpower and budget requirements.	CAM Services to be provided by the Service Provider
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Part B	Utilities Services	- Utility Services are detailed in Part B of Schedule B. - In addition to the foregoing, Lessor shall provide all the Utilities Services fully operational with equipment and machines installed by it and the infrastructure necessary to maintain, upgrade, repairs, and spare parts to upkeep such Utilities Services round-the-clock during the term of the Agreement to Syngene.	Utility Services to be provided by the Lessor
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2.2 In consideration of the mutual covenants hereinafter contained, Lessor shall ensure that the Service Provider shall, from the Maintenance Charge Effective Date and throughout the term of this Agreement, provide uninterrupted CAM Services to Syngene, and Lessor shall provide the uninterrupted Utilities Services, which are more fully described in Schedule B on the terms and conditions as herein below:

2.2.1. The Lessor and Service Provider jointly and severally shall, at their own expense:

- 2.2.1.1. keep the facilities, Building and structure well and substantially repaired, paved, cleansed and kept in globally accepted good industry standards with good and tenable condition and keep the Premises, pathway, landscape, Common Areas clean including all usual and necessary common and external periodical painting, color and white washing.
- 2.2.1.2. keep the facilities, Building and the Park and its surroundings 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 Syngene's use.
- 2.2.1.3. Construct, maintain and upkeep internal roads within the Park and Building in accordance with the plans, specifications and Project details. In the event of any changes to the Project, Service Provider shall promptly notify Syngene such changes prior to implementation and shall make best efforts to provide for the concerns raised by Syngene and avoid any hinderance to the rights provided to Syngene under this Agreement.
- 2.2.1.4. shall maintain and upkeep the Common Areas of the Project in good condition as per globally accepted good industry standards with good and tenable condition and provide the Maintenance Services.
- 2.2.1.5. Upkeep the Utilities Services in fully operationalise condition, subject to globally accepted industry standards.
- 2.2.1.6. Lessor shall allow 24/7 access to the Premises to the Lessee, and provide for appropriate CAM Services, facilities, utilities, and common areas with adequate manpower allocated by Lessor to handle quality Services, hygienic and for



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emergency and the type situations required during the Initial Term or Renewal Term, if any, as per the terms under Clause 2.1, 2.2 and Schedule B.

- 2.3 The Lessor and the Service Provider jointly or severally shall be responsible, at its sole cost for all day-to-day maintenance including (break down maintenance and preventive maintenance) of all its equipment and assets used to provide Maintenance Services as per this Agreement.
- 2.4 The Lessor and the Service Provider shall take care of their legal and statutory compliances including meeting their individual & joint obligations at their own costs and expense and undertake to comply with all Applicable Laws and relevant statutes, laws, rules, regulations and notifications as may be notified or amended from time to time, obtain licenses under various applicable laws including all statutes relating to contract labour, Shops and Commercial Establishment Act (S&E), Factories Act, Employees Provident Fund (EPF), Employees State Insurance (ESI), Professional Tax (PT), Goods and Services Tax (GST), Income Tax, prevention of sexual harassment at workplace (POSH), prevention of corruption act (POCA), anti-bribery and anti-corruption (ABAC) and its obligations as provided in this Agreement and make payments towards any statutory contributions or other obligation of the Service Provider. Service Provider has developed a Business Continuity Plan ("BC Plan") as stated in Clause 8 below for these Common Areas and Maintenance Services so as to provide support of such Services to Syngene as agreed under this Agreement, without any interruption. Copies of the BC Plan shall be submitted to Syngene as and when required by Syngene.
- 2.5 Firewater supply pipeline will be provided by the Lessor within the Premises with adequate quantity and pressure to meet the fire-fighting regulations.
- 2.6 As part of Maintenance Services, Lessor shall provide the required fire-fighting equipment and arrangements till the Premises in accordance with Applicable Law.
- 2.7 Service Provider shall undertake regular pest-control in all common areas, pathways etc.,
- 2.8 In the event of Force Majeure or any other circumstances giving rise to hold, or suspension of Maintenance and Utilities Services provided by third parties such as water, electricity or diesel generator set, the Lessor and the Service Provider shall promptly make best efforts to restore the third-party services. In any case, during the contingent period (wherein the resources are strained, due to Force Majeure conditions) Syngene shall be entitled to such third-party services or other utilities in same proportions as that of other tenants are offered with in proportion to the Premises
- 2.9 In the event, the Maintenance Services of Common Areas is not as per industry standards, Syngene at its sole discretion may be entitled to carry out such Maintenance activities and seek reimbursement from Service Provider or deduct from the Maintenance Charges payable to Service Providers.
- 2.10 Service Provider commits that in the event there is a damage/s to the Maintenance and Utilities Services is, as a-result-of an act or in-act on part of more than one party, then such tenant's liability shall be proportionally shared with Other parties. 'Other parties' referred herein, may include but not limited to the other tenants, personnel or contractors or representatives within the Project, Service Provider or any other third party with whom Syngene is not related to.



- 2.11 **Force Majeure.** If the performance by either Party of any of its obligations under this Agreement 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. In case due to Force Majeure, the utilities, Utilities Service or Maintenance Services are not being used by Syngene or is suspended, it is clarified between the Parties that, payment of CAM Charges shall be suspended for the Force Majeure period. However, to the extent utilities and Maintenance Services are provided, Syngene shall reimburse such expenses on a pro-rata basis.

3. MAINTENANCE CHARGES

- 3.1 In consideration of Service Provider providing the Common Area Maintenance Services to Syngene, the Maintenance Charges as detailed in Schedule C ("**Maintenance Charges**" or "**CAM Charges**") shall be payable from the Maintenance Charges Effective Date for the Premises, by Syngene to Service Provider in arrears by 15th day of every subsequent month by wire-transfer or cheque in favour of Service Provider without demand or delay, during the Term subject to Service Provider submitting the invoice for the Maintenance Charges at least 7 (seven) days before the said due date.
- 3.2 Syngene undertakes to pay CAM Charges on an itemized basis as and when each Maintenance Services are fully operational and provided by Service Provider from the Maintenance Charge Effective Date (as per the terms of the Lease Deed). In the event, if any of the said individual Maintenance Services are not fully operational nor offered by Service Provider to Syngene, then Syngene shall not be liable to make any payments for the corresponding CAM Charges.
- 3.3 Lessor shall ensure that the Service Provider shall be responsible for all repairs at its own cost and expenses in respect of CAM Services including without limitation exterior structure of the Premises, exterior part of the building/ roof surface (terrace) maintenance, exterior walls, wear and tear, 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. Additionally, Lessor shall be responsible for all Utilities Services and to upkeep them from time to time in operational conditions with good 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. Lessor shall not use the surplus fund of CAM Services for any of the overheads or for any other purposes except CAM Services.
- 3.4 The Service Provider may share an estimate of annual budget and expenses to be incurred on each year with the Lessor. Only with the prior written approval of Lessor, the Service Provider



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shall use the surplus amount from the Maintenance Charges for the Premises and Project improvements exclusively, including procurement of new items, equipments, facilities, manpower and for the repairs, spare parts and replacement of Premises and Project infrastructure, sinking fund and equipment replacement and all other similar expenditures of the type required to upkeep the Maintenance Services and Utilities Services under this Agreement and for all future CAM Services. Service Provider shall provide the monthly estimate of expenses incurred from the corpus and on quarterly basis consolidate the statement in writing with sign-off from the Lessor. In the event of any deficiencies in the Maintenance Services, Lessor will step-up and rectify the Maintenance Services within 15 days from the date of notification from the Lessee. If the Lessor has failed to rectify the Maintenance Services within the said 15 days period, Lessee shall have the right to step-in and appoint its respective vendors to carry out the Maintenance Services and terminate the Facility Management Services Agreement with Lessor and Service Provider.

- 3.5 Lessor and/ or the Service Provider shall use commercially reasonable efforts to maintain the equipment owned and installed by it 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 preventive maintenance arrangements made for onsite repair calls and insurance documents (if insurance is obtained) evidencing compliance of the arrangements, with the Lessee on an annual basis.
- 3.6 Syngene will deduct applicable Tax Deducted at Source (TDS) from any amount due to the Service Provider under this Agreement (including Schedule-C for CAM Charges and Schedule-D for Reimbursable Charges) as per the provisions of the Income-tax Act, 1961. In case, the Service Provider obtains an order from the Income Tax Department in India, which shall specify the rate of TDS, then the amount of TDS shall be in accordance with the said order. Syngene will provide necessary certificate for the TDS deducted, if any, within the time frame provided under the law. Any TDS deducted by Syngene shall constitute payment of consideration payable under the Agreement. Service Provider shall raise the invoice in compliance with the GST laws including an e-invoice, wherever applicable. In case an e-invoice is not raised by Service Provider, where Service Provider is mandatorily required to do so under the GST laws, the payment shall be withheld on such invoice until a valid e-invoice is raised. Further, any loss of credit to Syngene on account of such an invoice shall be recovered from Service Provider. Service Provider shall make payment of taxes collected from Syngene to Government and reflect the invoices raised on Syngene in the GST returns which is filed on the GST common portal within the statutory timelines. In case of any loss of credit to Syngene on account of Service Provider's non-compliance, Service Provider shall make good the loss of credit to Syngene. Syngene agrees that, in the event of any change in law due to introduction of new taxes whether direct or indirect, duties and levies, Syngene will be responsible to comply with the changes to the extent applicable and make necessary payments with regard to CAM Charges in such manner as may be required.

- 3.7 The Maintenance Charges provided in this Agreement shall remain firm till April 17, 2023.



Maintenance Charges shall be subject to an escalation of 5% (five percent) upon completion of every 1 (one) year block and the first escalation will be effective from April 18, 2023.

- 3.8 **No Back Billing:** Lessor will bill to the Lessee for the utilities such as electricity and water charges based on the monthly billing in a timely manner. Lessor shall not initiate nor bill for any credit claims for previously unbilled, under-billed or over-billed charges or erroneous meter reading for utility services that were provided more than six (6) months prior to the applicable bill date. Each Party will provide prompt written notice of reconciliation for any claims, credits or bills for charges incurred within a relevant fiscal quarter not exceeding ninety (90) calendar days.

Notwithstanding the foregoing, Lessor shall provide (a) a reasonable written document for the said back-billing claims along with the detailed break-up of charges and enclose the invoices for electricity or water charges incurred, as appropriate and (b) steps taken to defend or protest such unreasonable claim from concerned governmental department being addressed by the Lessor in a timely manner. However, if Lessor fails to take steps to mitigation such back-billing claims, to the extent of such charges levied on the Lessor, without prejudice to any other rights or remedies at law, Lessee shall have the right to contest and/or make payment under protest to the Lessor or the concerned authorities to regularize the utilities and seek appropriate remedy in law.

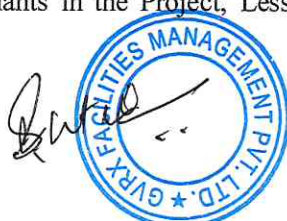
4. REIMBURSABLE CHARGES

- 4.1. Utilities and services including without limitation waste management, diesel for generator back-up, water consumption, and electricity, both in the Premises and Common Areas as more fully detailed in the Schedule D hereto shall be charged by the Lessor in relation to the Utilities Services for the Premises, at actuals consumed at the Premises by the Lessee for the utilities separately metered and where metering is not possible, after a written consent from Syngene, which shall not be unreasonably withheld by Syngene for payment of Utilities Services on pro-rata basis, calculated as Syngene's share (hereinafter referred to as the "**Reimbursable Charges**"). The said Reimbursable Charges shall be payable by Syngene to the Lessor at actual or on pro-rata basis, without any mark-up or administrative fees on a monthly basis for Utilities Services. In the event, Lessor is entitled to any volume-based benefits and/or discounts (if any) for the Utilities, Lessor shall pass on such benefits derived therein to Syngene on a pro-rata basis.
- 4.2. Syngene and Lessor acknowledges that the Reimbursable Charges are not fixed and shall vary each month depending upon, among other things, consumption, usage and any change in the price of the diesel, electricity unit charges and gas charges.

Provided that the Services to be provided by the Lessor are fully operational from the Maintenance Charge Effective Date (as agreed under this Agreement), the Reimbursable Charges shall be payable from April 01, 2023 in the manner agreed between the parties in a side letter:

- April 01, 2023: as per consumption basis or minimum billing basis and subject to sharing support documents and valid computation statements.

In case of multi-tenants in the Project, Lessor will issue pro-rata billing for ETP, STP and



Canteen, with break-down details and supporting documents necessary for computation to be shared in advance and obtain alignment from the Lessee as per Schedule D.

The Reimbursable Charges shall be payable by Syngene in arrears by 15th day of every subsequent month by wire-transfer or cheque in favour of Service Provider without demand or delay, during the Term of the Agreement subject to Service Provider submitting the invoice for the Maintenance Charges at least 7 (seven) days before the said due date. The Reimbursable Charges for the entire month shall be charged on the basis of usage of the Facilities or part. Syngene undertakes to pay Reimbursable Charges on an itemized basis as and when each Utilities Services are fully operational and provided by Service Provider from April 01, 2023. In the event, if any of the said individual Utilities Services are not fully operational nor offered by Service Provider to Syngene, then Syngene shall not be liable to make any payments for the corresponding Reimbursable Charges.

- 4.3. As part of the Reimbursable Charges, Syngene shall also pay for any transmission loss at actual or not exceeding 2% between the main meter and the sub-meter provided to the Premises in proportion to the amounts payable by Syngene for electricity in the Premises and Common Areas.
- 4.4. In the event that Syngene has not paid any of the Reimbursable Charges due under this Agreement within the respective due dates, the Lessor shall have the right, but not the obligation, to make payment of the same to the concerned Governmental Authorities. Without prejudice to the rights of the Lessor, Syngene shall be liable to reimburse within thirty (30) days, the Reimbursable Charges incurred by the Lessor in connection with non-payment by Syngene. In the event Syngene fails to reimburse the Lessor such Reimbursable Charges incurred by the Lessor beyond sixty (60) days in connection with non-payment by Syngene of any of the Reimbursable Charges then Lessor may seek an interest of 12% per annum for such delayed Reimbursable Charges, which invoices shall be payable by Syngene within 10 (Ten) Business days of receipt of proof of Reimbursable Charges from Lessor.

5. TERM AND TERMINATION

- 5.1. Except to the extent of breach of the terms and conditions of this Agreement by Service Provider, this Agreement shall be effective as of April 01, 2023 ("**Effective Date**") and shall co-terminus with the term of the Lease Deed for the Premises including renewals made thereon ("**Term**").
- 5.2. However, at any time during the Term of this Agreement, if Service Provider is in breach of any of the terms and conditions of this Agreement as a result of which the occupancy of the Premises by Syngene is affected for any reasons including without limitation, Force Majeure, the Maintenance Charges and Reimbursable Charges payable by Syngene shall be forthwith suspended till the Maintenance Services and Utilities Services or the Premises is rectified or corrected to its original state prior to such breach by the Service Provider. In the event of breach by Service Provider under this clause, Syngene will give notice to Service Provider to remedy the breach within 7 days and in the event if such breach is not rectified within the said 7 (seven) days from the date of such written notification to the Service Provider, then Syngene may at its sole option and/or without prejudice to any other rights, terminate this Agreement without any liability thereof. For the sake of clarity, during the said 7-day period, the Service Provider shall implement the BC Plan as per Section 8 below.



5.3 Notwithstanding anything contained in this Agreement, Syngene at its sole option shall be entitled to either suspend and / or terminate this Agreement at any time during the Term only in the event of a material breach of the terms of this Agreement by the Service Provider where such material breach is not remedied as per the schedule required and approved by Syngene. In the event of suspension of the Agreement due to breach by the Service Provider, Syngene shall be entitled to seek third party/ies services and all reasonable costs incurred by Syngene shall be charged to Service Provider.

5.4 Syngene shall make payments for Maintenance and Utility Charges within the due dates mentioned in Schedule C and D. In case of non-payment of Maintenance and Utility Charges for a consecutive six (6) months period, Service Provider shall be entitled to suspend the concerned facilities subject to first providing 30 days' or such other mutually agreed period prior written notice to Syngene ('Cure Period notice'). Once the dues have been cleared by Syngene, then the Service Provider shall commence the provision of the applicable facilities.

6. SERVICE PROVIDER'S RIGHTS & OBLIGATIONS

6.1. Service Provider hereby represents that it has full power and absolute right and authority to provide the Maintenance and Utilities Services to Syngene and that it has obtained all requisite statutory, Government Approvals under Applicable Laws and corporate approvals in relation to the Maintenance and Utilities Services being provided for the Premises.

6.2. The Lessor at its sole cost shall insure the Building, Park, Common Areas, Utilities, equipment and machines installed by it and the infrastructure provided by Service Provider for providing the CAM and Utilities Services under this Agreement during the Term. In any case, it shall be responsibility of Service Provider to provide services as per Clause 2.1, and 2.2.

6.3. Upon execution of the Agreement, Service Provider at no additional cost to Syngene will provide copies of the available relevant approvals as requested by Syngene to obtain required approvals or licenses for setting up of its business processes or in the process of addressing any audit queries.

7. SYNGENE'S RIGHTS & OBLIGATIONS

7.1 Syngene shall be entitled to uninterrupted services and access during the term of this Agreement, and to the said Maintenance Services and Utilities Services, as per the terms of this Agreement under Clause 2.1, and 2.2.

7.2 Syngene shall:

- a. use the Maintenance and Utilities Services provided for the purposes defined in this Agreement as well as in the Lease Deed.
- b. pay the Maintenance Services and Reimbursable Charges within the respective due dates.

7.3 Syngene shall permit the Service Provider and / or Lessor or its authorized agents to enter upon the Premises for inspection and carrying out repairs during normal business hours of operation in the day, without causing interference or disturbance to Syngene and its operations.



- 7.4 Syngene, at its expense, shall undertake minor day to day repairs, replace and maintain in good condition of items installed by them, whereas the Lessor undertakes to get repaired / maintained all items installed / provided by them in the Premises
- 7.5 Syngene shall at its cost insure the fit outs, equipment and machineries installed by Syngene in the Premises against such risks as it deems fit.
- 7.6 In the event of any claims from the statutory authorities on Syngene due to default of payments payable by Service Provider and or the Lessor, Syngene will intimate the relevant parties regarding such notice or claim and the party concerned party needs to make efforts to remedy the same as soon as possible within atleast 30 (thirty) days before the due date. In the event, the concerned party do not respond to the said claim or notice provided by Syngene, Syngene will make such payments to the concerned Governmental Authorities and the same shall be deducted from the CAM Charges payable to Service Provider, due to such claims.
- 7.7 Service Provider 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 Service Provider may issue prescribed certificates, documents, consent letters, or similar communications whenever required by Syngene.

8. BUSINESS CONTINUITY PLAN

- 8.1. Service Provider shall at all-times during the Term maintain a business continuity and disaster recovery plan (“**BC Plan**”) to ensure that connectivity, accessibility and utilities are maintained to the Premises so as to allow operations of the Premises by Syngene for the Permitted Use. The BC Plan shall also provide for cure of any breach of the terms agreed herein by Service Provider or for any Force Majeure or pandemic, except for Covid-19 and its subsequent variants, events affecting the performance of Service Provider’s obligations under this Agreement. Syngene shall have the right to review and suggest modifications to such plans at any time. The Lessor undertakes to get BCP plan from the Service Provider in case the service Provider makes a default or delay in submission.
- 8.2. BC Plan shall include, at minimum the following:
- (a) Service Provider shall maintain and fully comply with its BC Plan and shall provide Syngene with a copy of its most current BC Plan upon Syngene’s request.
 - (b) Service Provider shall notify Syngene within 15 (fifteen) days of any material changes to its BC Plan that adversely affect the recovery timelines.
 - (c) To the extent requested by Syngene, Service Provider shall collaborate with Syngene to assess and update its BC Plan so as to achieve 50% of the Services within 15 days and 80% of the Services within 30 days and full capacity within 90 days.



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- (d) Service Provider shall assess and test its BC Plan at least twice annually in accordance with the BC Plan and shall share the results of such assessments and testing in a timely manner (or certify that no material deficiencies were identified). Service Provider shall promptly remediate any identified gaps or deficiencies.

In the event, Service Provider is unable to comply with the BC Plan, the same shall be deemed as breach of this Agreement.

9. GOVERNANCE

- 9.1. During the term of the Agreement, Service Provider shall evolve an appropriate governance mechanism in the spirit of upholding the Maintenance Services and Utilities Services in Park and Building with suitable representation from Syngene and other tenants or occupants in the Park. Within thirty (30) days from the execution of this Agreement, the Parties shall each designate a primary team leader to be responsible for day-to-day interactions between the Parties related to the CAM Services and to serve on Joint Steering Committee (JSC). During the term of the Agreement, JSC shall meet by teleconference or videoconference monthly. JSC also may choose to meet more frequently or in-person or on as-need-basis.
- 9.2. Service Provider shall designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of CAM Services under this Agreement. Service Provider Designated Representatives or personnel engaged for CAM Services shall be qualified and experienced in the duties to which they are assigned. Service Provider shall retain sole authority, control, supervision and responsibility with respect to all issues including without limitation salary, payments, works, labor matters in connection with its personnel and shall meet the requirements of all applicable laws and applicable permits.

10. NOTICE

- 10.1. 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 SERVICE PROVIDER:

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

TO GVRC / Lessor:

Address : 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road,
Secunderabad, Hyderabad, Telangana- 500003, India



Attention : Mr. Soham Modi
Telephone : +91 9849349373
Facsimile : -
Email : sohammodi@modiproperties.com

TO SYNGENE:

Address : Syngene Scientific Solutions Limited, Aryabhata Room, 1st Floor,
Block II, Velankani Technology Park, 43, Hosur Road, Electronics
City, Phase 1, Bangalore, Karnataka – 560100, India.
Attention : Mr. Ede V S S Prasad, Site Head
Telephone : +91-8418679717
Facsimile : +91-080-2808-3150
Email : ede.prasad@syngeneintl.com

With copy to Head, Legal at the above address 0073

Service Provider, Lessor and Syngene may from time to time by written notice to the other designate another address for receipt of future notices.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. This Agreement shall be governed by the laws of India.
- 11.2. If any dispute arises amongst Parties hereto during the subsistence of this Agreement in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the questions as to termination, the Parties shall endeavour to resolve 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.
- 11.3. 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 from time to time). The number of arbitrators shall be one appointed by Service Provider and one appointed by Syngene and the Umpire will be selected by the arbitrators appointed by Service Provider and Syngene or a sole arbitrator mutually agreed by the Parties, as the case may be. The seat, or legal place, of arbitration shall be Hyderabad, India. The language to be used in the arbitration shall be English.
- 11.4. The arbitrator's award shall be substantiated in writing and the same shall be binding on the Parties.
- 11.5. Courts in Hyderabad shall have exclusive jurisdiction with respect of matters arising out of this Agreement and in particular to granting temporary relief and enforcing any arbitration award.



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12. CONFIDENTIALITY

- 12.1 **Confidentiality.** Each Party hereby agrees that, except as otherwise provided herein, (i) 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 other Party (provided that the foregoing shall not apply to any reporting requirements under Applicable Law), and (ii) a Party shall hold the Confidential Information (as defined below) in strict confidence, (iii) use the Confidential Information solely for the purpose of carrying out a Party's rights or obligations under this Agreement, and (iv) shall not disclose the Confidential Information to any third party, except as expressly authorized in writing by other Party. Each Party shall use the same degree of care to prevent misuse of the Confidential Information as such Party uses with respect to its own proprietary information, but in no event with less than reasonable care. Each Party shall immediately notify other in the event of any loss or unauthorized disclosure of any Confidential Information.
- 12.2 **Disclosures:** Syngene 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 Syngene 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 Syngene 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, Syngene shall promptly notify Service Provider as reasonably as possible, in writing, of such Legal Requirement and shall use reasonable efforts to obtain, or to assist Service Provider 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. Syngene 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. Nothing in this Clause shall prohibit Syngene 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 Syngene is required to make any such disclosure, Syngene will notify Service Provider of proposed disclosures. The provisions related to confidentiality and data privacy in this Section shall survive the term and any termination or expiry of the Agreement.
- 12.3 **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.
- 12.4 **Injunctive Relief.** A Party hereby agrees that breach of this Agreement 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.



13. MISCELLANEOUS

- 13.1. **Limitation of Liability:** Notwithstanding anything contained herein and in no event shall either Party or its own and/or its directors, officers, employees or agents be liable to the other Party 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 Agreement. Further, in no event shall any personal liability be asserted against any of the Party's officers, directors, employees and agents.

Irrespective of the form of cause or action and under no circumstances shall Syngene's aggregate liability under this Agreement exceed the fees that is payable to Service Provider for a relevant month under this Agreement.

- 13.2. **Conflict:** in case of any conflict in the terms of this Agreement and the Schedules thereby attached to this Agreement, the terms of Agreement shall prevail over the Schedules and the Schedules shall be read in harmony with the Agreement.
- 13.3. **Indemnity:** Both Parties hereby indemnifies and agree to defend, save and hold the affected Party, 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 and incurred by the affected Party 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 either Party 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 either Party as contained in this Agreement or (d) any damages suffered by the affected Party due to willful misconduct or gross negligence of the other Party.
- 13.4. This Agreement constitutes the complete agreement of Service Provider and Syngene with respect to the subject matter hereof. The terms of this Agreement 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 by the Parties hereto. The terms of this Agreement shall remain in force during the existence of the Lease Deed.
- 13.5. This Agreement shall be executed in two copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party shall retain one copy.
- 13.6. If any clause or provision of this Agreement 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 Agreement shall not be affected thereby. It is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.



- 13.7. Notwithstanding anything contained in this Agreement, Lessor and Service Provider shall not be entitled to assign any of its rights and obligations as contained in this Agreement to any third party.
- 13.8. Specific Relief. Both Parties hereby acknowledge that any breach of the terms of this Agreement will cause the irreparable damage to the other Party for which recovery of damages would be inadequate, and that Syngene and Service Provider shall therefore be entitled to obtain specific performance, as well as such further relief as may be granted by a court of competent jurisdiction.
- 13.9. 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 Agreement or any schedules or amendments hereto. Words of any gender used in this Agreement 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 Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement. Any amendment or modification to the Agreement shall be executed in writing and signed by duly authorised representative of both the Parties.
- 13.10. The submission by the Service Provider to the Syngene of this Agreement 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 Agreement by both Parties.
- 13.11. All obligations of the Service Provider under this Agreement shall be binding upon the Service Provider only during the period that such Service Provider is the service provider under this Agreement. Upon the transfer by any Service Provider of its interest in this Agreement, such Service Provider shall thereupon be released and discharged from all obligations of the Service Provider thereafter accruing and the succeeding service provider shall be responsible for the obligations thereafter accruing under this Agreement but only during its period as the service provider under this Agreement.

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Page 17 of 27

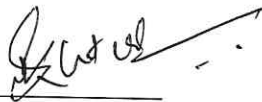
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HAND TO THIS WRITING
THE DAY MONTH AND YEAR FIRST SET OUT HEREINABOVE

SIGNED and DELIVERED for and on behalf of Service Provider
GVRX Facilities Management Private Limited


Name: Mr. Sayed Waseem Akhtar
Title: Authorised Signatory

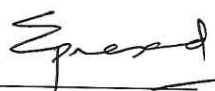


SIGNED and DELIVERED for and on behalf of Lessor
GV Research Centers Private Limited


Name: Mr. Sayed Waseem Akhtar
Title: Authorised Signatory



SIGNED and DELIVERED for and on behalf of Syngene
Syngene Scientific Solutions Limited


Name: Mr. Ede VSSDV Prasad
Title: Authorised Signatory



In the presence of witnesses:

1. 
(Ashok Kumar ID)

2. 
(Devansh Vashishth)

SCHEDULE A

Premises

	Core Lab Space in Building 2727 Floor Level	Carpet Area in Sq. ft	Floor Area in Sq. ft	Leasable Area including proportionate common amenities in Sq. ft [#]
I	Ground Floor	19,711	23,921	24,500
	First Floor	19,695	23,921	24,500
	Second Floor	19,709	23,968	24,500
	Third Floor	19,709	23,968	24,500
	Total Core Lab Space	78,824	95,778	98,000
II	Support Spaces	Building 3600/H that includes Hydrogenation Room, Cold Storage Room, CDV, Hazardous Waste Storage and space for setting up liquid N2 and CO2, all on ground level		6,035
III	Chemical Storage Spaces	Building 5600/C that includes Suites CS-01, CS-02, CS-03, CS-04, CS-05 & CS-06, all on the ground floor, and CS-11, CS-12, CS-13, CS-14, CS15, and CS-16 all on the first floor.		4,600
IV	Solvent Storage Spaces	Building 5600/S that includes the area as per layout plan earmarked below		12,000
V	Balance Support Space	-		6,000
# includes staircase, corridors, lobby, toilets, lifts, cut-outs, void areas, canteen/cafeteria, electrical panel room, etc.,				

*Note: No CAM charges are charged by Lessor for the land leased to Lessee for the Solvent Yard.

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SCHEDULE B
Maintenance and Utilities Services

LIST OF FACILITIES PROVIDED BY SERVICE PROVIDER TO SYNGENE

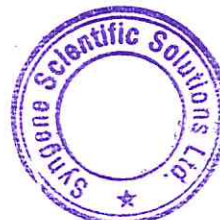
Part A

Maintenance Services shall include the following:

- Janitor services in the Common Area like common dining areas, security cabin, utility block, ETP/STP, roads and parking etc.
- Landscape maintenance in Common Areas
- Maintenance of the roads and street lights within the Project
- Maintenance of the general utilities provided by Service Provider like DG set, Chiller, Transformer, Electrical panels, Synchronization panel, Breakers, ETP and STP etc.,
- Campus security
- Fire Hydrant and sprinkler safety system maintenance charges, PPE (Personal Protective Equipment)
- Fire extinguisher in Common Areas
- Periodic pest control management of Common Areas
- Staff for MEP (Mechanical, Electrical and Plumbing) maintenance of the Campus (excluding the area inside the Premises)
- Civil upkeep, repairs & maintenance of premise (excluding the area inside the Premises)
- Maintenance supplies and housekeeping equipment along with consumables
- Approvals/permits for the Project from the pollution control board. (Note: These approvals do not include the permits/approvals which the Lessee needs to obtain separately for its technical activities within the Licensed Premises from the concerned Governmental Authority).

Table-1:

WORKING HOURS FOR MAINTENANCE AND UTILITY SERVICES								
S. No.	Type of Service*	Shift A (6 am to 3 pm)	Shift B (1 pm to 10 pm)	Shift C (10 pm to 6 am)	General Shift (8.30 am to 6.30 pm)	Working days in a week	Working on public holidays	Remarks
1	Shift Supervisors	Yes	Yes	Yes	-	6	No	-
2	Electrician	Yes	Yes	Yes	-	7	Yes	Shift Electrician is capable of taking care of chiller operations when AC technician is not on duty
3	Fire operator	Yes	Yes	Yes	-	7	Yes	-
4	A/C Technician	-	-	-	Yes	6	No	-
5	Plumber	-	-	-	Yes	6	No	-
6	ETP/STP	-	-	-	Yes	6	No	-



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7	Fitter / MEP resource	-	-	-	Yes	6	No	-
8	Housekeeping / Janitorial Services	Yes	Yes	-	-	6	No	-
9	Security services	Yes	Yes	Yes	-	7	Yes	-

*The Lessor shall ensure that adequate number of persons with requisite skills and competencies are deployed at the site to attend to the needs and requirements of Lessee that may be required in the site.

- Weekly schedules of the CAM Services to be mutually drawn in writing and agreed by Syngene authorised representative and Service Provider.
- Lessor and Service Provider jointly and severally responsible for appointing the full-time shift supervisor as a SPOC to oversee and manage the day-to-day activities of CAM Services. In the event of any change or replacement of supervisor, Service Provider shall immediately notify Lessor and Syngene and provide an alternate or replacement candidate as supervisor or single point of contact (SPOC) for all CAM Services.
- Common area dedicated to Syngene should be monitored and kept under lock-n-key arrangement, wherever possible, with clean and hygiene and shall be monitored with reasonable care by Service Provider, with appropriate equipment installation to control and keep the dedicated area free from flies, germs, and bacteria.
- All CAM Services personnel shall be the employees of Service Provider and/ or the vendors engaged by the Service Provider, and should wear relevant identity card, badges and uniforms issued by the Service Provider or Lessor to keep good hygiene and ambience. Lessor and Service Provider shall be jointly responsible to maintain and upkeep their social security benefits, insurance and risks coverages.
- Lessor and Service Provider shall be jointly responsible to maintain and upkeep the background checks, criminal antecedents of these service personal.

LIST OF FACILITIES PROVIDED BY LESSOR TO SYNGENE

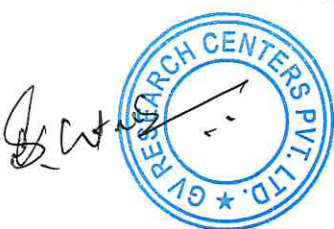
Part B ***Utilities Services***

1. Diesel power units to be shared on daily basis and monthly basis and with remarks for power failure (is it due to failure of TSSPDCL or other reasons) to be shared by way of mail
2. Transmission losses should be actuals or 2%, whichever is lower.
3. Connected load vs maximum demand related increase or decrease should be facilitated by the Lessor on priority within 7 days, provided however, that requisite application submission for connected load demand shall be made to the concerned authority on best-effort basis within 2 weeks' notice.
4. If 80% of connected load is exceeded by the Lessee on an average or on daily basis, Lessor shall immediately notify the Lessee through e-mail or in writing.



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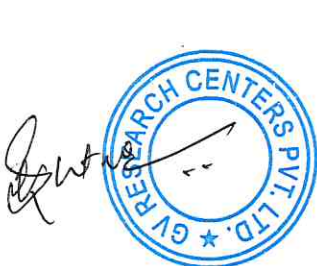
5. AMC and Insurance policy copies to be shared within 7 days from a request placed by the lessee
6. DG power charges computation statement to be shared along with invoices
7. Category of power for unit charges to be informed to the lessee
8. Inspection / audit of common facilities and utilities by lessee or its authorized agent should be permitted only at a time that is acceptable to all the Parties.
9. Lessor should install separate energy meters for recording energy consumption and due to multi-tenancy model, common area sharing should be spelt out very clearly and lessee's alignment is a must in advance
10. 24/7 access to Syngene, 24 hours a day, 30/31 days a month and 365 days a year all amenities, utilities, facilities, services, etc., should be provided excluding public holidays, as per the terms of Clause 2.1 and 2.2 of this Agreement.
11. Canopies to be fixed at the entrances wherever required and only upon reasonable request by the Lessee and acceptance of such request by the Lessor and Service Provider.
12. Apart from exclusive canteen space provided to regular employees, additional space for drivers & contractual workers is to be provided
13. Should permit / facilitate installation of networking boosters and other equipment on the terraces / inside all the leased facilities, at the cost of the Lessee.
14. Install additional IP cameras, as and when requested by the Lessee, and at the Lessee's cost, in prominent locations and monitor movement inside the Park and Premises.
15. Install required Energy Meters (sub-meters) that have capability to record maximum demand and Internet of Things (IOT) support, wherever possible.
16. Weekly and Monthly Housekeeping and AMC schedules to be discussed with Syngene and improvements suggested to be included.
17. Request for increase or decrease in connected load of power and sanctioned quantity of water as per the needs of the Syngene should be accommodated within 90 days from the date of the request, subject to necessary government approvals. The Service Provider shall put its best efforts to obtain such approval and expedite the process of accommodating the request of the Lessee.
18. Billing for power, water, etc., to be billed through readings from the sub-meters installed and not through adhoc methods, especially for max demand of power and water consumption.
19. In case of damage of power cables, not attributable to Syngene, should be replaced within reasonable time without any delays.
20. Provision should be made to run separate cables to the blocks that carry power generated through DG sets (instead of single cable that carries power received from Electricity Board as well as D G set). This avoids risk of not able to receive in case that single cable gets damaged.
21. Should install necessary ABT meters at Lessee's own cost and facilitate compliance with the required formalities, in case Syngene wants to purchase power from private sources.
22. Should not object visits of any vendors or clients coming to Syngene
23. Maintain the look and feel of the Building as per approved plans with clean and hygienic conditions.
24. rainwater seepage clearance in terrace and water logging areas.
25. current ETP load is defined in Schedule C1 of the Lease Deed. Any increase and decrease or any enhancement if required to maintain so that the effluent does not overflow, shall be made available by transport truck or such other alternates including enhancement of ETP facility.
26. Ensure smooth functioning of ETP/STP to avoid any non -compliance
27. Service Provider and Lessor should deploy adequate manpower with required competencies and skillsets to take care of the said requirements on each shift basis of the Lessee for Utilities Services. Lessor agrees to share monthly deployment schedule a week in advance. Further during



Signature

exigencies there is a need to provide the said amenities and services and the Lessee shall send the notice in advance for provision of such services & facilities. The Lessor agrees to provide the said services & facilities. Further the Lessor/ the service provider needs to attend a monthly meeting (either physically or via video conference) with the Admin and E&M department to discuss the short comings and improvement areas. The Lessor agrees to improve the identified matters immediately or in 7-10 days subject to type of work.

28. With regard to maintenance, repair and replacement or all the fixed assets installed by the lessor including doors, taps, urinal units & sensors, health faucets, sanitary fittings responsibility lies with the lessor. It is clarified that the maintenance does not include the operational maintenance.
29. Always ensure car parking and two-wheeler parking is provided to Lessee with earmarking space dedicated for Syngene's use including any temporary arrangement for parking of vehicles.
30. Should the supply of current power load and water load as per Schedule C1 is inadequate or insufficient during the Term of the lease, the Lessor shall at its own costs and expense shall install, maintain, and provide the required increase and/or decrease necessary from time to time in the required capacities within two (2) months from the date of the request from the Lessee. Lessor is obligated to provide all the requisite support and operations for the enhanced power and water load and notify Lessee in case of such requirements. Lessee will pay for such enhanced power and water load as pass-through costs beyond the requirements provided in Schedule C1 (as defined in Lease Deed). However, security deposit, if any for such power and water load enhancement or reduction shall be paid by the Lessor and to facilitate smooth transition to Lessee.
31. Throughout the Term of the Facilities Agreement and the Lease Deed, the Lessor shall, at their own costs and expense undertake all Maintenance Services and Utilities Services and costs related to repairs, exterior and interior paintings, plumbing and sanitary works, maintenance of look and feel of the Park, Premises and Common Areas in respect of Building and repairs, breakdown, annual maintenance, insurance, replacements and preventive maintenance in respect of all assets installed by Lessor. Further Lessor shall keep the Park, Common Areas, Building and structure substantially repaired and tenantable condition including all usual and necessary internal and external periodical painting (every 2 years or as and when required), coloring and white washing, as required.
32. Cafeteria or canteen is a portion of Common Areas and Lessor shall provide dedicated space to the Lessee with clear demarcations and locking arrangement having required infrastructure, air-conditioning, fans, lighting, hand wash counters, wash area, food counter, tables and chairs of good quality, cleaning area and all facilities like furniture, fixture, fittings with utilities, maintenance, cleaning and hygienic condition. No other / separate charges or rentals shall be paid by the Lessee for use of cafeteria/canteen, apart from the maintenance charges payable by the Lessee towards electricity and house-keeping services. Electricity, water and back-up charges will be payable on actuals or pro-rata basis, whichever is lower.



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SCHEDULE C
Maintenance Charges or CAM Charges

Maintenance Charges of Rs. 13/- (Rupees thirteen) per square feet per month for Laboratory Spaces and Rs. 11/- (Rupees eleven) per square feet per month for each of Support Spaces and Chemical Storage Spaces aggregating to a sum of Rs. 14,68,985/- (Rupees fourteen lakhs sixty-eight thousand nine-hundred and eighty-five) per month inter-alia towards rendering the Common Area Maintenance Services (“**Maintenance Charges**” or “**CAM Charges**”). Any surplus in the Maintenance Charges may be used for similar purposes in relation to the Project, including for the replacement of Project infrastructure, sinking fund and equipment replacement and all other similar expenditure. Maintenance Services shall be provided as per Clause 2.1, 2.2 and Schedule B of this Agreement. In the event, the Maintenance Services of Common Areas is not up to the globally accepted industry standards, Syngene at its sole discretion may be entitled to carry out such Maintenance activities and seek reimbursement from Service Provider or deduct from the Rent or Maintenance Charges payable to Service Provider.

Invoices shall be raised by Service Provider for providing the CAM Services.

Goods and Service Tax (GST) and Income Tax deductions:

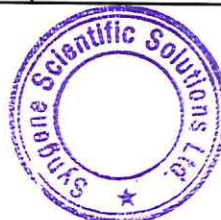
- (a) All payments related to the Maintenance and Utilities Charges shall be subject to applicable withholding taxes as per laws applicable and deductible at source (TDS). Payment to Service Provider as reduced by the deductions and withholdings will constitute full payment and settlement of such consideration payable under this Agreement.
- (b) Service Provider shall raise a valid tax invoice under the applicable GST laws and regulations within the prescribed limit. Service Provider shall upload the invoice details on the GST portal as per the statutory timelines. Syngene reserves the right to withhold payment equal to GST charged by Service Provider in its invoice unless Service Provider uploads the invoice details on GST portal correctly, discharges its GST liability with the government and files returns in time, to enable Unit to claim input tax credit.

Notwithstanding the payment of any amount pursuant to the foregoing provisions, Syngene is entitled to conduct audit and review of all CAM Charges and of any supporting documentation during normal business hours. If such audit and review reveal that any amount previously paid by Syngene to Service Provider did not constitute CAM Charges, Syngene may (a) recover such amount from Service Provider plus interest @12% per annum calculated from the date such excessive charge, or (b) deduct such amount from any payment that thereafter may become due to Service Provider.

Service Provide will invoice the Maintenance Charges to Syngene at the end of each month as follows:

CAM Charges:

CAM charges for Innopolis				
S.No	Particulars	Total Sft	Rs per Sqft	Amount
1	Core Lab Space	98,000	13	12,74,000
2	Balance Support Space	6,000	13	78,000



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3	Hydrogenation Space	6,035	11	66,385
4	Chemical Store Space	4,600	11	50,600
5	Solvent Storage Space	12,000	-	-
Total CAM charges per month (excl GST)		1,26,635		14,68,985

**The total amount mentioned in the table above are exclusive of taxes. Syngene has to pay the aforementioned amount along with the applicable taxes.*

Note: No CAM charges are charged by Lessor for the land leased to Lessee for the Solvent Yard.





SCHEDULE D Reimbursable Charges

Reimbursable Charges shall be charged in relation to the Premises, at actuals consumed for the utilities separately metered, or otherwise on a pro rata basis calculated on Syngene's share and payable to the Lessor as per the terms provided in Clause 4 of this Agreement.

Lessor shall provide to the Service Provider and install the necessary ABT or the energy meter(s) with maximum demand or capacity and MD controller to be installed. Also, Lessor will provide digital water meter to be installed for measuring Syngene's consumption.

Invoices shall be raised by Lessor for providing Utilities Services based on actual consumption separately metered (*without any mark-ups from GVRC*) to Syngene, (provided that to the extent certain power charges for Cafeteria, ETP and STP, in case of multi-tenants shall be billed by Lessor on a pro rata basis).

Reimbursable Charges shall include without limitation the Utility Services set out below, to be charged at actuals or on pro-rata basis, consumption by the Lessee:

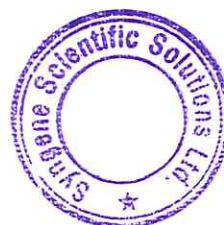
1. Electricity Consumption— as per meter reading in the Premises and pro-rata for Common Areas. Electricity minimum demand charges for the assigned KVA for the proposed space.
2. Water charges - Lab consumption and scrubber consumption on actuals.
3. Diesel consumption charges for the power back up.
4. Waste management including handling, transportation, disposal, treatment of Solid/ liquid waste through authorized service providers.
5. Domestic waste charges to be paid based on the proportionate occupied space.

From time to time as mutually agreed by the Parties, Syngene may request, and Service Provider and Lessor shall provide the CAM Services and Utilities Services as required by Syngene beyond the scope of the Services (the "Additional Services"). The terms and conditions of any Additional Services shall be agreed by the Parties in writing from time to time.

Notwithstanding Section 4.1 of this Agreement, the Reimbursable Charges shall be divided among the tenants in equal proportion, if more than one tenant is occupied. To such extent of other tenants' usage of the Project and Park amenities, the Reimbursable Charges shall be reduced to Syngene and charged on pro-rata basis and not the full amount of Reimbursable Charges.

However, Lessor and Service Provider at its costs shall (a) maintain its employees, agents, and consultants to provide CAM Services and Utilities Services; (b) take care of the HVAC and other operations, direction, monitoring, supervision etc.,

A template utility invoice, under Schedule D, in relation to the Reimbursable Charges is attached hereto. The format of the same is indicative only.



Spread

Utility Bill for the month of _____					
CLIENT NAME _____					
S.No.	Description	UOM	Consumption	Rate (Rs)	Amount(Rs)
1	Electricity Charges				
1.1	Consumption charges	KWH			
1.2	Transmission loss				
1.3	MD charges	KVA			
1.4	Air compressor				
1.5	Vacuum pump				
1.6	Pump house				
1.7	Fire Panel				
1.8	Canteen (CP)				
1.9	ETP panel				
1.10	Common area charges for respective Block				
1.11	Demand charges for common area utilities				
1.12	Common area charges for campus				
2	Diesel Generator Charges				
2.1	Consumption charges	KWH			
2.2	Other charges (B-check charges & etc.)				
2.3	Air compressor				
2.4	vacuum pump				
2.5	Pump house				
2.6	Fire Panel				
2.7	Canteen (CP)				
2.8	ETP panel				
2.9	Common area charges for respective Block				
2.10	Common area charges for campus				
3	Other Charges				
3.1	Water Consumption charges (Lab consumption)	KL			
3.2	Solid Waste charges				
3.3	Municipal waste Transport and disposable charges				
3.4	ETP_JETL Charges				
3.5	ETP Treatment & Transport charges				
3.6	Car Parking Charges for additional car parks for the respective month				
Net amount Rs.					
Prepared by _____ Certified by _____					



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