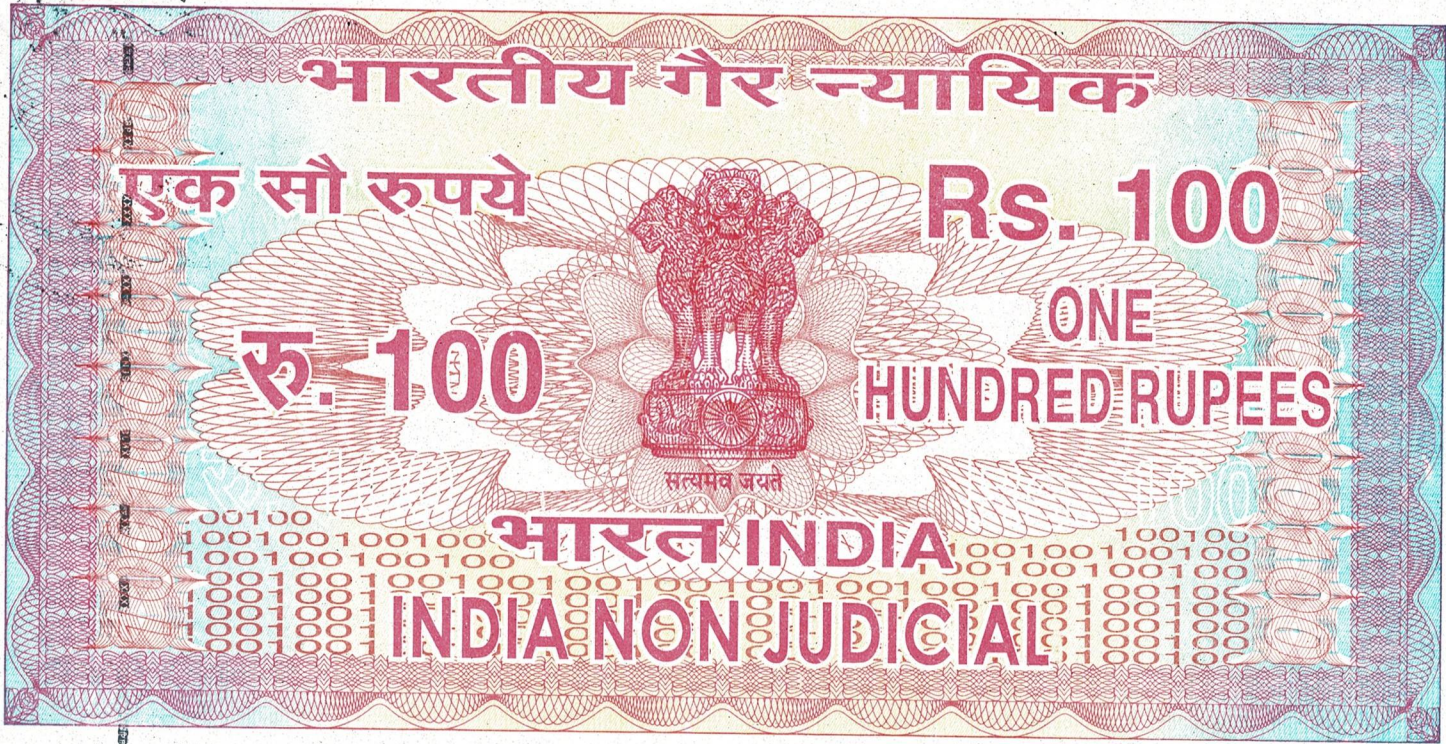




ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

DA 317889

S. No. 17267

Date: 01-08-2022

Rs. 100/-

Sold to: Dr. Jitendar Sharma, S/o. Shyam Sunder Sharma, Vizag.

For Whom: Andhra Pradesh Medtech Zone Limited, Vizag.

T. N. SATYANARAYANA

Licensed Stamp Vendor

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Add: 18-12-6, Maharani Peta, Kummara Street

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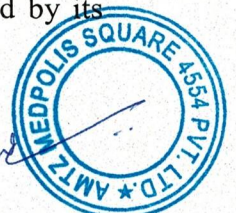
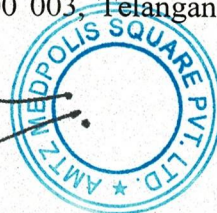
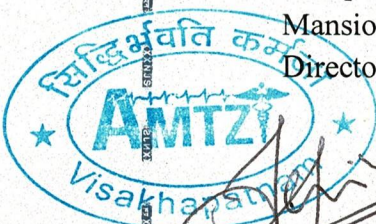
Cell No. 9848752160.

LEASE DEED

THIS DEED OF AGREEMENT executed at Visakhapatnam on this 19th day of August 2022, by M/s. Andhra Pradesh Medtech Zone Limited, a company incorporated under the Companies Act, 2013, an undertaking of the Government of Andhra Pradesh having its Corporate office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O., Visakhapatnam - 530031, Andhra Pradesh, India represented by Dr. Jitendar Kumar Sharma, S/o Mr. Shyam Sunder Sharma, Managing Director & CEO, hereinafter referred to as "Party of the FIRST PART" or "AMTZ" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

AND

1. M/s. AMTZ Medpolis Square Pvt. Ltd., , a company incorporated under the Companies Act, 2013 and having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, Telangana, represented by its Director Mr. Soham Modi.
2. M/s. AMTZ Medpolis Square 4554 Pvt. Ltd., , a company incorporated under the Companies Act, 2013 and having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, Telangana, represented by its Director Mr. Sayed Waseem Akhtar.

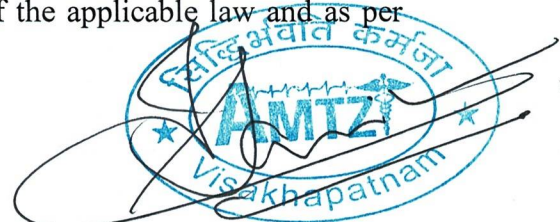
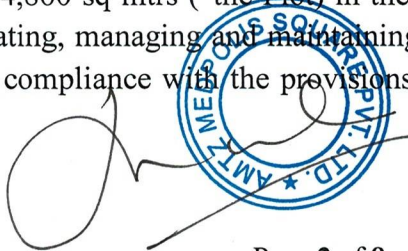


Hereinafter jointly referred to as the “Party of the SECOND PART” and severally as Medpolis Square and Medpolis 4554, respectively, which expression, shall mean and include its legal representatives, heirs, executors, administrators, successors in interest, executors and assigns.

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

WHEREAS

- A. The Party of the FIRST PART has a mandate to create an industrial park in the 270-Acre of land at Visakhapatnam dedicated for medical device manufacturing that can accommodate over 200 manufacturing units and for formation of this Medical Technology Manufacturing Park (“Zone”), land to an extent of 204.46 acres was transferred by the Revenue Department vide G.O.Ms.No.272 dated July 01, 2016; and the balance 66.25 acres vide G.O.Ms.No.300 dated July 18, 2017 and G.O.Ms.No.395 dated September 05, 2017 in favour of Health Medical and family Welfare (H2) Department.
- B. Subsequently, the Health Medical and family Welfare (H2) Department vide Memo No. 295254/H2/2016 dated August 17, 2016 transferred the land in favour of AMTZ and the following Conveyance Deeds were executed and registered with the Sub-Registrar, Dwarakanagar, Visakhapatnam District in favour of AMTZ: (i) Dated and registered on August 18, 2016 bearing document No. 4011/2016; (ii) Dated and registered on July 22, 2017 bearing document No. 6158/2017 of Book-1; (iii) Dated and registered on December 22, 2017 bearing document No. 6287/2017; (iv) Rectification Deed dated and registered on December 22, 2017 bearing document No. 6288/2017.
- C. The Revenue (REGN. 1) Department also passed the following orders exempting stamp duty and registration fee for AMTZ and the proposed manufacturing and other units within the Zone: (i) G.O.Ms.No.398 dated August 17, 2016; (ii) G.O.MS.No. 169 dated May 17, 2017; (iii) G.O.MS.No. 180 dated May 24, 2017; (iv) G.O.MS.No. 558 dated November 24, 2017. To ensure support to Industries, the Government transferred AMTZ from the Health Medical & Family Welfare Department to the Industries, Infrastructure, Investment and Commerce Department vide G.O.Ms.No. 147 dated November 28, 2019.
- D. The Party of the SECOND PART has approached AMTZ to acquire a developed land measuring 4,860 sq mtrs (“the Plot”) in the Zone on lease for the purpose of setting up, operating, managing and maintaining building 4554, Medpolis Square (“the Unit”), in compliance with the provisions of the applicable law and as per

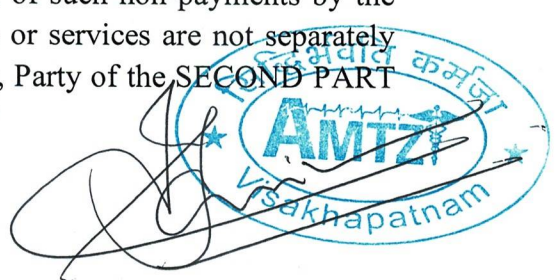
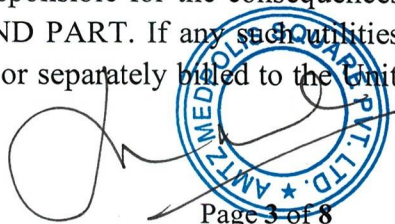


design and building plans sanctioned and approved by appropriate authority, as may be applicable.

- E. The Party of the FIRST PART has agreed to grant the Party of the SECOND PART the exclusive right to use the Plot and the Party of the SECOND PART has agreed to use and occupy the Plot on for setting up, operating, managing and maintaining the Unit, subject to the terms and conditions hereinafter.

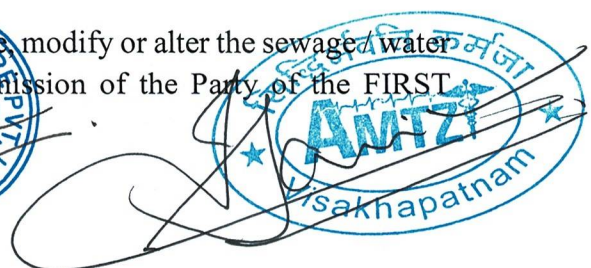
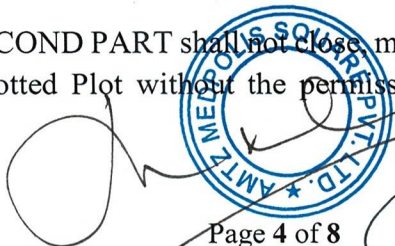
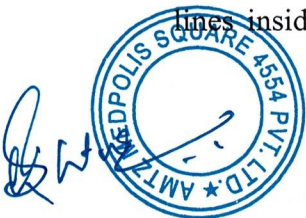
NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. The Party of FIRST PART shall provide an infrastructure for the land development, road, electrical, water and effluent infrastructure and excluding the structures and buildings within the Plot.
2. The Party of SECOND PART shall be responsible for all civil structures in the Plot. The Party of SECOND PART shall start the development and construction of facility within 6 (six) months of taking possession of the Plot and undertake to start operations within 24 (twenty-four) months of possession.
3. TERM: The Lease term of this Agreement is for a period of 33 (Thirty-Three) years from the date of signing this Lease Deed.
4. LEASE PREMIUM CHARGES: Lease Premium Charges and other applicable taxes shall be payable by way of Demand Draft / Online Payment to the FIRST PART as mentioned above. The Party in the SECOND PART shall make the non-refundable one-time payment of INR 2,09,25,200 /- (Rs. 400/- per sq ft) to the FIRST PART, prior to land registration.
5. The Party of SECOND PART shall also pay an annual lease amount of Rs. 1/- per sq. ft. per annum from the date of possession of the Plot. All payments shall be paid by way of Demand Draft / Online Payment to the Party of the FIRST PART.
6. The Party of the SECOND PART shall pay maintenance charges at the rates fixed by Party of the FIRST PART from time to time and the said rate is liable to be enhanced as and when it becomes necessary. The enhancement is a prerogative of the Party of the FIRST PART.
7. The Party of the SECOND PART shall have a separate electric connection for which they shall be liable to pay electricity charges directly to the authorised agency of electricity board as per regular electricity bill. The Party of the FIRST PART shall not be held responsible for the consequences of such non-payments by the Party of the SECOND PART. If any such utilities or services are not separately metered to the Unit or separately billed to the Unit, Party of the SECOND PART



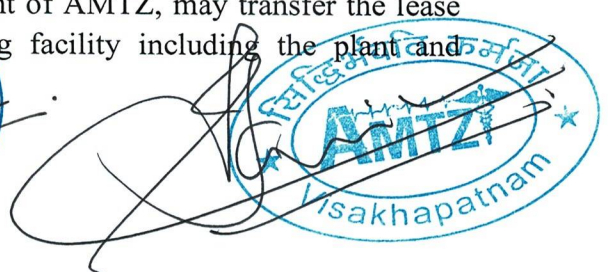
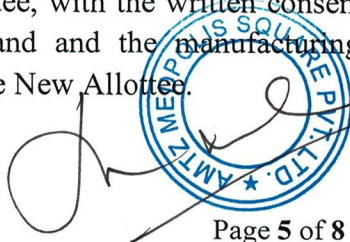
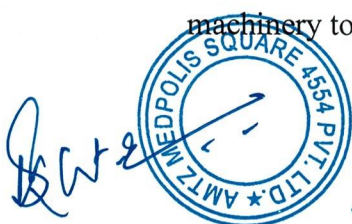
shall pay to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges jointly metered or billed with other premises in the Unit.

8. The Party of the SECOND PART shall pay water charges directly to the appropriate authority as per regular water bill, failing which it would face the costs and consequences of any action taken by the concerned authorities. If any such utilities or services are not separately metered to the Unit or separately billed to the Unit, Party of the SECOND PART shall pay to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges jointly metered or billed with other premises in the Unit.
9. The Party of the SECOND PART shall also pay the property tax and other public charges to the concerned authorities as and when demanded. If any such taxes or services are not separately charged to the Unit or separately billed to the Unit, Party of the SECOND PART shall reimburse to the Party of the FIRST PART a reasonable proportion determined by the Party of the FIRST PART of all such charges as billed by the statutory authorities.
10. The Party of SECOND PART shall start setting up of building 4554, Medtech Square as per the approved building/ factory plan, within six months from the date of taking possession of the Plot and subsequently commence operations within 2 (two) years from the date of taking possession of the Plot, failing which the Party of FIRST PART may seek justification for the delay of operations.
11. The Party of the SECOND PART shall not change the purpose for which the property was allotted without prior approval of the Party of the FIRST PART.
12. The Party of SECOND PART shall utilize the property solely for the purpose for which the property was allotted and not for any other purpose without prior approval of AMTZ.
13. The Party of the SECOND PART shall not change the name of the Unit or transfer, assign sub-lease, sell or mortgage the Plot more fully described in the schedule hereunder from the date of allotment without prior intimation to the Party of the FIRST PART. The Party of the FIRST PART shall be entitled either to dissent or impose such conditions as the Party of the FIRST PART may think fit for such a transfer, sub-lease, etc.
14. The Party of the FIRST PART shall have the right of having access into any portion of the Unit at all times for the limited purpose of general maintenance of the Zone.
15. The Party of the SECOND PART shall not close, modify or alter the sewage/ water lines inside the allotted Plot without the permission of the Party of the FIRST



PART. The maintenance of the pipes, waterlines etc within the allocated Plot shall be the responsibility of the Party in the SECOND PART.

16. Any modifications/alternations/additions to the building or water/sewage lines in the Plot and digging any well/bore-well shall require prior approval of the concerned authorities and shall not be prejudicial to the interest of the other allottees /unit holders or to the homogeneity or purpose of the Industrial Estate. In the event of such prejudice, the Party of the FIRST PART shall have the liberty to intervene in the matter and, if necessary, to enter upon and inspect the Plot and give such directions as are required so that the homogeneity and purpose of the Industrial Estate is preserved intact and if such directions are violated, the Party of the FIRST PART shall have the power to take necessary action against the Party of the SECOND PART and claim damages.
17. The Party of the SECOND PART shall not, at any time, after the execution of this deed, cause or permit any nuisance in or upon the Unit that violate pollution norms as approved for the Unit.
18. Separate effluent treatment plant and equipment to prevent noise, vibrations and fire, health hazards etc., shall be erected or installed by the party of the SECOND PART within the Plot with approval of FIRST PART in accordance with the standards prescribed by the Andhra Pradesh Pollution Control Board or other authorities concerned.
19. The Party of the SECOND PART shall fully indemnify, defend and hold harmless the Party of the FIRST PART against any and all proceedings, actions and third-party claims arising out of a breach by the Party of the SECOND PART of any of its obligations under this Deed.
20. The Party of the SECOND PART agrees that the violation of any of the terms and conditions contained in this agreement shall entitle the Party of the FIRST PART to discontinue amenities and also entitle to claim damages from the Party of the SECOND PART.
21. Exit Option:
 - a. In the event where the party of the SECOND PART is unable to fulfil its obligations under this Deed due to financial constraints or commercial reasons and if the Party of the SECOND PART claims that it is in his best interest and in the interest of the mandate of AMTZ, that discontinuation of the arrangement with AMTZ would be beneficial for meeting the objectives of the Zone, in such a case, the allottee, with the written consent of AMTZ, may transfer the lease rights of the land and the manufacturing facility including the plant and machinery to the New Allottee.



- b. Transfer of lease rights to a third party ("New Allottee"), shall be on a consideration, determined by the Party of the SECOND PART and the New Allottee shall be an undertaking in the med-tech segment competent to utilize such assets for meeting the objectives of the Zone. Party of the FIRST PART reserves its rights to decide on the competence/legibility of such a third party to be part of the Zone.
- c. The Party of the SECOND PART shall ensure that the terms of the said transfer is in compliance with the applicable laws of the land.
- d. The cost associated with exit shall be borne by the Party of the SECOND PART, inter-alia, cost of valuation, legal documentation, stamp duty and other out of pocket expenses.
- e. AMTZ shall continue to be the owner of the Plot and all the terms and conditions shall be decided in consultation with AMTZ.

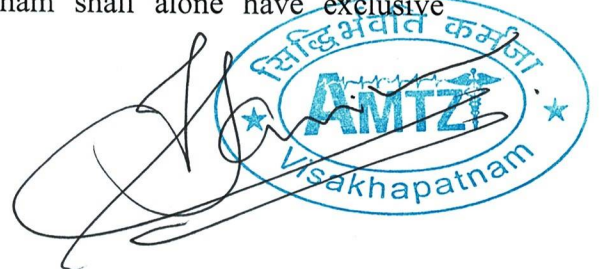
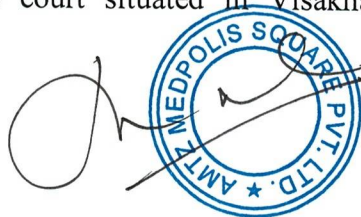
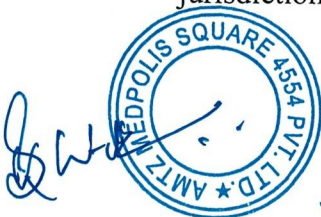
22. Arbitration:

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

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

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

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



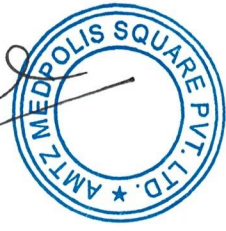
IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month and year mentioned hereinbefore.

For and on behalf of AMTZ



Dr. Jitendar Kumar Sharma
Managing Director & CEO

For and on behalf of AMTZ Medpolis Square Pvt. Ltd.



Mr. Soham Modi
Director

For and on behalf of AMTZ Medpolis 4554 Square Pvt. Ltd.



Mr. Sayed Waseem Akhtar
Director

Witness: _____

Date: _____

Witness: _____

Date: _____

SCHEDULE

All that piece and parcel of the land measuring 4860 sq mtrs or 5813 sq yds (1530 sq mtrs in plot no. D1-55 part and 3330 sq mtrs in plot no. D1-56 part) in Andhra Pradesh Medtech Zone Limited at Visakhapatnam, Property Tax Assessment No. 1086509931, Old Revenue Ward No. 54, New Revenue Ward No. 77, Zone VI of GVMC and comprised in Survey No. 480/2, Nadupuru, Pedagantyada Mandal, Visakhapatnam District, bounded by:

1950031.679N & 728407.104E

1949992.226N & 728487.996E

1949983.144N & 728383.432E

1949943.691N & 728464.324E

and situated within the Registration District of Visakhapatnam.

Location Description:

North: Part of plot D1-55

South: Part of plot D1-56

East: 24 mtr wide road – Uranus

West: Barbed wire fencing

