

13 December 2023

To,

Dr. N.R.K. Bio-tech Private Limited

TSIIC Industrial Development Area, Plot no. 11, Sy. No. 230 to 243, Turkapally, Medchal-Malkajgiri District, Hyderabad, Telangana – 500078, India.

Dear Mr. Soham Modi,

Subject: Non-binding letter of intent for leasing of laboratory and support space in Nextopolis ("LOI").

In accordance with our discussion, GV Safety Assessment Platform Private Limited ("GVSAP") is pleased to confirm its interest to lease laboratory space in floors 1, 2 and 3 at "Nextopolis" situated at Plot no. 11, Sy. No. 230 to 243, Synergy Square 1, Genome Valley, Turkapally, Shameerpet, Hyderabad, Telangana – 500078 ("Nextopolis") owned by M/s. Dr. N.R.K. Bio-tech Private Limited ("Lessor"), in the manner set out in this LOI.

Proposed Leasable Space

Laboratory Space of approximately 1,26,075 (One Lakh Twenty-Six Thousand and seventy-five) square feet comprising of Suites 101, 201 and 301 admeasuring 42,025 square feet each on the Floors 1, 2 and 3 of Building A, respectively in Nextopolis.

Support Space of approximately 3,672 (Three Thousand Six Hundred and Seventy-Two) square feet comprising 2,820 (Two Thousand Eight Hundred and Twenty) of Chemical Storage Space and 852 (Eight Hundred and Fifty-Two) square feet of Solvent Storage Space.

The broad commercial terms governing the lease for the Proposed Leasable Space are set forth in **Annexure A**. The lease shall be formalized upon execution of a mutually agreeable, legally binding lease deed between GVSAP, and the Lessor ("**Lease Deed**") based on the commercial terms as identified in **Annexure A**. This LOI does not cover or prejudge any potential issues to be dealt with by further negotiations between GVSAP and the Lessor. This LOI shall not be deemed to create any legal rights of whatsoever nature.

This LOI shall be valid till 28 February 2024 unless terminated upon mutual written consent between the Parties. In the event the Lease Deed is not executed by or before 28 February 2024 ("Validity Period"), there shall be no binding commitment or obligations from either Parties to lease the Proposed Lease Space and the Lessor shall be entitled to market the Proposed Lease Space for leasing to any other party as it deems fit.

Please sign and return a copy of this LOI along with the annexures to confirm your acceptance of the LOI.

GV Safety Assessment Platform Pvt. Ltd.

(GSTIN: 36AAICG9895Q1ZB)

Email: accounts@gvrp.in

Registered Office: Sy.No. 40

(New), 4th Floor,

Niharika Jubilee One, Road 1. Jabilee Hills. Hyderabad



For and on behalf of

Limited

GV Safety Assessment

Platform Private

Dr. N.R.K. Bio-tech Private Limited

,

Name: Kalyan Korisapati

Designation: Authorized Signatory

Name: Soham Modi

For and on behalf of

Designation: Authorized Signatory



ANNEXURE A COMMERCIAL TERMS FOR THE PROPOSED LEASABLE SPACE

SN	ITEM	PARTICUI	LAR
	Project	'Nextopolis', situated at Plot no. 11, Sy. Genome Valley, Turkapally, Shameerpet, H	
	Type of Space	Laboratory space, support space, storage spa	ace and office area.
		Laboratory Space Building known as Nextopolis having a to feet consisting of Suites 101, 201 and 301 laboratory space each on floors 1,2 and 3 below:	admeasuring 42,025 square feet
		Floor	Leasable Area (Sft)
		Suite 301 on the 3 rd floor	42,025
		Suite 201 on the 2 nd floor	42,025
		Suite 101 on the 1st floor	42,025
		Total	1,26,075
	Block/ Floor/ Suite Nos of the Proposed Leasable Area	Support Spaces a. Chemical Storage Space Floor	Leasable Area (Sft)
	Dedodo i i i i i	Suite C3 on 3 rd floor	940
		Suite C2 on 2 nd floor	940
		Suite C1 on 1st floor	940
		Total	2,820
		b. Solvent Storage Space	(65)
		Floor	Leasable Area (Sft)
		Suite S1 on ground floor	852 852
		Total	X57

The Suites identified herein shall hereinafter be collectively referred to as "Premises".

GV Safety Assessment Platform Pvt Ltd.

(GSTIN: 36AAICG989501ZB)

Email: accounts@gvrp.in

Niharika Junites One, Road

Registered Office, Sy.No. 403/1 Old), 120 (New), 4th Floor, Niharika Juriles One, Road No. 7 Jupilee Hills, Hyderabad



				LCD") and the Target Rent uite shall be as described in
		Floor	Target Lease Commencement Date	Target Rent Commencement Date
		Suite 301 on the 3 rd floor	1 March 2024	1 September 2024
	Target Lease Commencement Date,	Suite 201 on the 2 nd floor	1 September 2024	1 March 2025
4.	Rent Commencement Date and Handover	Suite 101 on the 1 st floor	1 March 2025	1 September 2025
		Laboratory Space Rent amonthly basis from the T	ave been obtained on or be and car parking charges (i	f any) shall be payable on a
	I showatowy Space Dent	The Laboratory Space R to the Lessor shall be pa the Target LCD for each	ent for each floor payable fid in 7 (seven) equal month	for the first month by GVSAP ally installments starting from
5.	Laboratory Space Rent	Refer to Annexure C fo	or Rental schedule.	
5.	Laboratory Space Kent	Refer to Annexure C fo		
 6. 	Support Space Rent	INR 35 / square feet / m The Support Space Rent	onth. t shall be payable by GVSA	AP to the Lessor on the actua or 1 March 2025, whichever
		INR 35 / square feet / m The Support Space Rent date on which they start is earlier.	onth. t shall be payable by GVSA	or 1 March 2025, whichever



7.	Common Area Maintenance ("CAM") charges	The rights and obligations pertaining to the Common Area Maintenance shall be mutually decided upon between GVSAP and RXP Facilities Management Private Limited and captured separately in a facility management agreement ("Facility Management Agreement")
8.	Reimbursable Charges	Utilities and services (including without limitation: diesel for generator back-up water consumption, and electricity, shall be charged in relation to the Premises at actuals in addition to the minimum demand charges.
9.	Delay and Penalty	The Lessor agrees and acknowledges the fact that the delivery of the Premises is a time bound manner is mission critical and in the event that the Premises is not delivered to GVSAP within the agreed timelines, it may cause considerable financial loss to GVSAP. In the event of a delay in handover, GVSAP shall have the right to impose a penalty on the Lessor. The formula for arriving at such penalty shall be mutually agreed upon and captured in the Lease Deed.
10.	Car parking & rent for additional car parking space	One dedicated car parking space for every 2,000 square feet of leased space sha be provided free of cost to GVSAP. Car parking space shall be chargeable at the rate of INR 2,000/ car park/ mont ("Car Parking Charges"). The Car Parking Charges shall be subject to applicable escalations on Rent and CAM on Proposed Leasable Space.
		The refundable security deposit shall be an amount equivalent to 6 months' Refor the Premises which shall be payable in the following manner: Amount (in Timeline for Payment Ti
11.	Refundable Security Deposit	Suite 301 on the 3 rd floor Suite 301 on the 3 rd floor a. INR 23,11,375 being 1 month's Rent for Floor 3 shall be paid upon execution of this LOI. b. INR 46,22,750 being 2 months' Rent shall be paid at the Target LCD for Floor 3.

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				c. INR 69,34,125 being 3 months' Rent shall be paid at the Target RCD for Floor 3.
		Suite 201 on the 2 nd floor	1,38,68,250	The entire amount shall be paid on the Target RCD for Floor 2
		Suite 101 on the 1 st floor	1,38,68,250	The entire amount shall be paid on the Target RCD for Floor 1.
		Total	4,16,04,750	
12.	Rent Escalation	Support Space R 15% (Fifteen per	ent on the date rcent) every 3 (ce Rent calculate	of INR 7,71,120 to the Lessor being 6 months' identified in accordance with clause 6. (three) years on the Laboratory Space Rent and the from the Target LCD of Suite 301 on the 3rd
				period of 10 (Ten) years commencing from the Date of Suite 301 ("Lease Term").
		The Lock-In Per		ite shall be as follows: Lock-In Period
13.	Lease term & Lock-in Period		on 60 month	ite shall be as follows:
13.		The Lock-In Per Floor Suite 301	on 60 month	ite shall be as follows: Lock-In Period
13.		The Lock-In Per Floor Suite 301 of the 3rd floor Suite 201 of the 2nd floor Suite 101 of the 1st floor	on 60 month or 66 month or 72 month or	Lock-In Period s from Target LCD of Floor 3 s from Target LCD of Floor 3 s from Target LCD of Floor 3
13.		The Lock-In Per Floor Suite 301 of the 3rd floor Suite 201 of the 2nd floor Suite 101 of the 1st floor GVSAP shall be thereof during the company. Such a the Lessor. In the event the arrangement shall be appropriately	on 60 month or 66 month or 72 month or 66 month or 66 month or 72 month or 67 month or 68 month or 69 month or 69 month or 60	Lock-In Period s from Target LCD of Floor 3 s from Target LCD of Floor 3

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15.	Renewal Term	The Lease Deed may be renewed for a further period of 10 (Ten) years from the expiry of Lease Term or as per mutually agreed terms ("Renewal Term"). Such renewal shall be recorded by executing a new lease deed.
16.	Notice Period & Termination	 a. Neither Party shall have the right to terminate the Lease Deed during the Lock-in Period subject to: (i) default of either Party as identified in the Lease Deed; or (ii) GVSAP's right to terminate as captured in 16(c). b. Subject to the Lock-in Period as defined in Clause 15 above, GVSAP shall be entitled to terminate the Lease Deed by providing a prior written notice of 12 (Twelve) months. At any point during the Lease Term, the Lessor shall be entitled to terminate the Lease Deed in case of non-payment of Rent by GVSAP. c. Notwithstanding anything captured in this LOI, GVSAP may terminate the lease for Floor 1 at any time prior to the Target LCD for Floor 1 by giving a 6-month prior written notice. It is clarified that GVSAP shall possess this right only with respect to Floor 1. This right to terminate the lease for Floor 1 shall extinguish on the Target LCD for Floor 1. If GVSAP is desirous of terminating the Lease Deed post the abovementioned date, then it shall be bound by Clause 16(a) and (b). d. In the event that GVSAP exercises it's right under clause 16(c), the Lessor agrees that during the Term and the Renewal Term, if any, no portion of the Building shall be leased to an entity intending to utilize the space for lab animal breeding or testing purposes. GVSAP shall issue a renewal notice at least 12 (Twelve) months prior to the expiry of the Lease Deed if it wishes to renew the lease for the Renewal Term.
17.	Utility Capacity of Equipment	The planned utility capacity for the Building including but not limited to capacity pertaining to power, water and chiller shall be adjusted in accordance with the occupancy and utilization of the Laboratory Space by GVSAP.
18.	Tenant Improvement	The Lessor shall carry out tenant improvements for Suite 301 on the third floor for which an amount of INR 4,275 per square feet amounting to approximately INR 18,00,00,000 is expected to be incurred. This investment towards tenant improvements will be amortized at 14.5% return per annum over a period of 9 years in equal monthly installments.
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		The additional rent payable by GVSAP to the Lessor for the tenant improvements is about INR 77 per sft amounting to approximately INR 32,35,925 per month exclusive of GST. The details of tenant improvements shall be finalized before execution of the lease deed. An expenditure of about INR 16,00,00,000 shall be incurred by an open book method wherein the expenditure shall be made after finalizing the detailed specification of each work at rates mutually agreed by both the parties. An additional sum of INR 2,00,00,000 shall be deemed to be expenditure incurred by the Lessor for executing the said tenant improvements, which shall include the cost of supervision and civil works, which shall not be charged separately.
19.	Definitive Agreements	GVSAP and the Lessor shall execute and register the following: a. Lease Deed; b. Any other document as may be mutually agreed between the Parties.
20.	Stamp Duty and Registration Charges	The Parties shall bear the stamp duty and registration charges equally.
21.	Confidentiality	All terms and conditions of this LOI and Lease Deed shall be kept confidential by the Parties, their respective agents, employees, and representatives and will not be disclosed in any manner whatsoever, in whole or in part, irrespective of the continuity hereof, save & except where either Party needs to disclose such information under an order of a competent court exercising jurisdiction over the LOI.
22.	Governing Law and Dispute Resolution	This LOI and the Lease Deed shall be governed in accordance with the Indian laws. Any dispute arising out of or in connection hereof shall be resolved by way of arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any subsequent amendments or re-enactments thereof. The courts in Hyderabad shall have exclusive jurisdiction over the matter.
23.	Survival	The clauses pertaining to Validity Period, Confidentiality and Governing Law & Dispute resolution shall survive the expiry of this LOI and be binding over the Parties.



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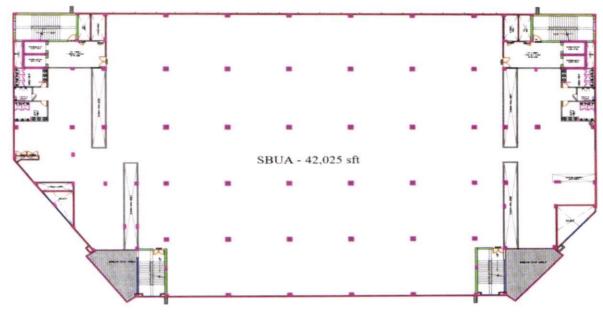
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Annexure B - Layout of the Proposed Leasable Space

Typical Floor Plan of the Laboratory Space



Typical Floor Plan

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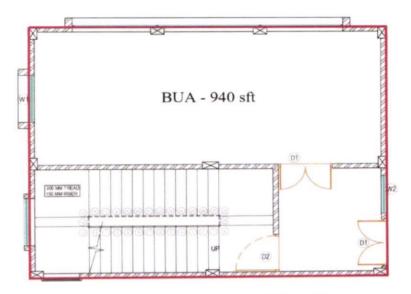
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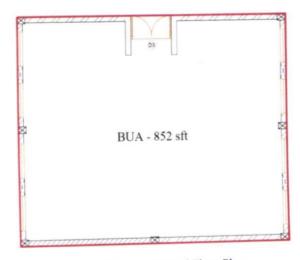


Typical Floor Plan of the Chemical Storage Space



Chemical Stores - Typical Floor Plan

Typical Floor Plan of Solvent Storage Space



Solvent Stores - Typical Floor Plan

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Annexure C - Laboratory Space Rental Schedule

The Laboratory Soace Warmshell rent for each floor payable for the first month shall be paid in seven equal installmnets starting from the target LCD of each floor

	GV SAFETY ASSE	ASSESSMENTER	TILDRAI - LABOR	ALONI SLACE IN	ENI SCHEDULE	LABORATORI SI	ACE- HIMM LE	NOO.			
	01-Mar-24	01-Oct-24	01-Mar-25	01-Mar-26	01-Mar-27	01-Mar-28	01-Mar-29	01-Mar-30	01-Mar-31	01-Mar-32	01-Mar-33
Descript Daried	2	2	to the	to	to	to t	to	20	fo	to to	to
LICENSE I CHOOL	30-Sep-24	28-Feb-25	28-Feb-26	28-Feb-27	29-Feb-28	28-Feb-29	28-Feb-30	28-Feb-31	29-Feb-32	28-Feb-33	28-Feb-34
Months	7		12	12	12	12	12	12	12	12	13
	42 950 CF										
Total Leasable Space	70 6	9 55 00	₹ 55 00	\$ 55.00		₹63.25			₹ 72.74	₹72.74	\$83.65
Laboratory Space Warm Shell Rent (Per SF per month)	201 00 0 %	¥ 72 11 275	37211375	£ 22 11 275		₹ 26 58 081			₹ 30.56.793	₹ 30.56.793	₹ 35 15 312
Laboratory Space Warm Shell Rent (Per month)	370,1196 x	51 15 54 875	€ 27.7.36 500	£2.77.36.500	₹ 3 18 96 975	₹ 3 18 96 975	₹3.18.96.975	₹3.66.81.521	₹3.66.81.521	₹3.66.81.521	₹4.21.83.749
Laboratory Cnace Warm Shell Rent (Per annum)	C 23,11,57.3	7 1,17,00,00,0	000,000,000	Control 157							

	GV SAFETT ASSESSMENT	THE CALL STREET								
	01-Sep-24	01-Apr-25	01-Mar-26	01-Mar-27	01-Mar-28	01-Mar-29	01-Mar-30	01-Mar-31	01-Mar-32	01-Mar-33
Describe Davian	. 01	to	to	to t	to	to o	to to	to to	to	to
LICENSE I CLION	31-Mar-25	28-Feb-26	28-Feb-27	29-Feb-28	28-Feb-29	28-Feb-30	28-Feb-31	29-Feb-32	28-Feb-33	28-Feb-34
Manths	7	=	12	12	12	12	12	12	12	12
	42.025 SF									
ofal Leasable Space	78.6		₹ 55.00	₹ 63.25	₹ 63.25	₹ 63.25	₹72.74	₹ 72.74		
Laboratory Space Warm Shell Rein (Fel St per money)	\$ 3.30.196	₹ 23,11,375	₹23,11,375	₹ 26,58,081	₹ 26,58,081	₹ 26,58,081	₹ 30,56,793	₹ 30,56,793	₹ 30,56,793	₹ 35,15,312
Laboratory Space Warm Shell Kelli (FC Hourn)	₹23.11.375	*~	₹ 2,77,36,500	₹3,18,96,975	₹ 3,18,96,975	₹3,18,96,975	₹ 3,66,81,521	₹3,66,81,521		-

	GV SAFE IN ASSESSMENT	FLATFORM - LABO	RAIURI SEACE N	EAL SCHEDULE	LADORATORI SLACE - LINGI	ACE-THOUGH LEG	N. I			
	01-Mar-25	01-Oct-25	01-Mar-26	01-Mar-27	01-Mar-28	01-Mar-29	01-Mar-30	01-Mar-31	01-Mar-32	01-Mar-33
Pravise Perind	10	9	10	to to	to	to	10	to	to	10
THURS I WIND	30-Sep-25	28-Feb-26	28-Feb-27	29-Feb-28	28-Feb-29	28-Feb-30	28-Feb-31	29-Feb-32	28-Feb-33	28-Feb-34
Months	-	2	12	12	12	12	12	12	12	12
	42,025 SF									
Hall Leasable Space	28.7			₹ 63.25	₹ 63.25			₹ 72.74		₹83.6
Laboratory Space warm Shell Relit (1 et 31 per month)	\$3.30.196		₹ 23,11,375	₹ 26.58,081	₹ 26,58,081	₹ 26,58,081	₹ 30,56,793	₹ 30,56,793	₹ 30,56,793	₹35,15,312
Laboratory Space Warm Shell Neur (Let mourn)	₹23,11,375	\$ 1,15,56,875	mv.	₹3,18,96,975	₹3,18,96,975		*~	₹3,66,81,521	~	₹4,21,83,74



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Annexure D - Support Space Storage Rental Schedule

	01-Mar-25		01-Mar-27	01-Mar-28	01-Mar-29	01-Mar-30	01-Mar-31	01-Mar-32	01-Mar-33
Precise Period	to	2	g g	to t	DQ.	10	20	9.	E0
	28-Feb-26		29-Feb-28	28-Feb-29	28-Feb-30	28-Feb-31	29-Feb-32	28-Feb-33	28-Feb-34
Months	12		12	12	12	12	12	12	12
Total Leavable Space	2,820 SF								
Chemical Starsage Share Warm Shell Rent (Per SF per month)	₹35.00		₹ 40.25	₹ 40.25	₹ 40.25	₹ 46.29	₹ 46.29	₹ 46.29	₹ 53.2
Chemical Storage Space Warm Shell Rent (Per month)	00.486 ₹	₹ 98,700	₹ 1,13,505	₹ 1,13,505	₹1,13,505	₹1,30,531	₹1,30,531	₹ 1,30,531	₹1,50,110
Ob. mind Grand Change Marm Chall Bont (Dar annum)	₹ 11.84.400	*	₹ 13.62.060	₹ 13.62.060	₹ 13.62.060	₹ 15.66.369	₹15,66,369	₹ 15,66,369	₹ 18,01.324

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Precise Period	10	g g	to	fo	- Co	10	10	to	to
	28-Feb-26	28-Feb-27	29-Feb-28	28-Feb-29	28-Feb-30	28-Feb-31	29-Feb-32	28-Feb-33	28-Feb-34
Months	12	12	12	12	12	12	12	12	12
otal Leasable Space	852 SF								
olvent Stores Snace Warm Shell Rent (Per SF per month)	₹35.00	₹ 35.00	₹ 40.25	₹ 40.25	₹ 40.25	₹ 46.29	₹ 46.29		
Advent Stores Snace Warm Shell Rent (Per month)	₹ 29,820	₹ 29,820	₹34,293	₹34,293	₹ 34,293	₹ 39,437	₹ 39,437	₹ 39,437	₹ 45,352
Solvent Stores Space Warm Shell Rent (Per annum)	₹ 3.57.840	₹3,57,840	₹4,11,516	₹4,11,516	₹4,11,516	₹ 4.73,243	₹ 4,73,243		*~



Registered Office, Sy. No. 400 Field), 120 (New), 4th Floor, Niharika Jubitee One-Road No.1, Jubitee Hills, Hyderabad Telangana – 500 033

GV Safety Assessment Platform Pot Lid. (GSTIN: 36AAICG9895Q1ZB)

Email: accounts(a)gvrp.in

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