

SCANNED

Phone No:
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
GVRC Pvt Ltd

SMT. M. JYOTHI LAXMI
SYL NO.16-00 004/2017
SHOP NO.6, GROUND FLOOR,
H. No 2-12 66 WEST HAREPALLE
HYDERABAD
500003

TELANGANA
REGISTRATION
OFFICE

भारत INDIA
INDIA NON JUDICIAL



सत्यमेव जयते
भारतीय गैर न्यायिक



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₹ 0000100/-
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Agreement
38154241656074484663-00065657
3815424 10/2013

Doc No. 4162/2022
FIRST AMENDMENT

ORIGINAL

TO
LEASE DEED DATED: AUGUST 04, 2021

This First Amendment ("Amendment No. 1") to the Lease Deed dated: August 04, 2021 is executed on this 24th day of June, Two Thousand and Twenty-Two (24/06/2022) at Hyderabad.

BETWEEN:

GV RESEARCH CENTERS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having CIN No. U73200TG2018PTC126666 with 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 40 years and son of Mr. Sayed Iqbal Pasha), (hereinafter referred to as the "Lessor", which expression shall unless contrary to/or repugnant to the context thereof mean & include its successors and permitted assigns) **OF THE ONE PART;**

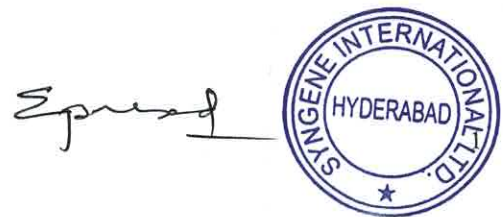
AND

SYNGENE INTERNATIONAL LIMITED, a company registered under the provisions of Companies Act, 1956 and having CIN No. L85110KA1993PLC014937, with its registered office at Biocon SEZ, Biocon Park, Plot No. 2 & 3, Bommasandra Industrial Area IV Phase, Jigani Link Road, Bengaluru-560 099, represented by its Authorized Signatory, Mr. Ede VSSDV Prasad (aged about 60 years, Son of Mr. Ede Renuka Rao) (hereinafter referred to as the "Lessee" which expression unless repugnant to the meaning and context hereof shall deem to mean and include its successors and permitted assigns) **OF THE OTHER PART;**

'Lessor' and 'Lessee' are individually called as a 'Party' and collectively 'Parties'.

WHEREAS:





- A. The Lessor has leased and the Lessee had taken on lease, *inter alia*, the spaces, collectively called as "Premises", as mentioned in the Schedule "A" of the Lease Deed executed on August 04, 2021 and registered vide Document Number 4503/2021 in the office of the Sub-Registrar, Shamirpet and Rectification Deed to Lease Deed executed on November 26, 2021 and registered vide Document Number 6824/2021 in the office of the Sub-Registrar, Shamirpet (collectively referred to as "Lease Deed").
- B. Parties have mutually agreed to execute this Amendment No. 1 to record certain amendments to give effect to the terms and conditions of the Lease Deed by which the Lessor has granted the Lessee, the leasehold rights on the Premises.




Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 2085/- paid between the hours of 12 and 1 on the 27th day of JUN, 2022 by Sri Sayed Waseem Akhtar

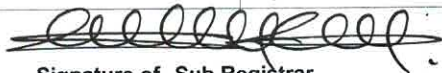
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Execution admitted by (Details of all Executants/Claimants under Sec 32A):				Signature/Ink Thumb Impression
SI No	Code	Thumb Impression	Photo	Address
1	LE		 SYNGENE INTERNATIONAL L [1516-1-2022-4235]	SYNGENE INTERNATIONAL LIMITED REP BY EDE VSSDV PRASAD S/O. EDE RENUKA RAO O/O P.NO 2 & 3 BOMMARASPET INDUSTRIAL AREA IV PHASE JIGANI LINK ROAD BENGALURU,
2	LR		 GV RESEARCH CENTERS [1516-1-2022-4235]	GV RESEARCH CENTERS PRIVATE LIMITED REP BY SAYED WASEEM AKHTAR S/O. SAYED IQBAL PASHA R/O 5-4-187/3 & 4 SOHAM MANSION 2ND FLOOR M G ROAD SEC-BAD HYD,



Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 J SANTOSH::27/06/2022.1: [1516-1-2022-4235]	J SANTOSH AADHAR	
2		 D VASHISHTH::27/C [1516-1-2022-4235]	D VASHISHTH AAADHAR	

27th day of June,2022


Signature of Sub Registrar
Shamirpet

E-KYC Details as received from UIDAI:

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

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NOW THEREFORE, THIS AMENDMENT AGREEMENT WITNESSETH AS:

1. DEFINITIONS AND INTERPRETATION

1.1. *Section 1.21 (“Lease Commencement Date” or “Handover Date”) of the Definition in the Lease Deed is deleted in its entirety and replaced with the following:*

1.21 **“Rent Commencement Date”** shall mean April 18, 2022.

1.2. *Section 1.45 of the Definition in the Lease Deed is deleted in its entirety and replaced with the following:*

1.45 **“Warm-Shell”** means completion of base building structure by Lessor as per Lessor Specifications and includes all items and equipment listed in Schedule C and C1.

1.3. *Section 1.46 of the Definition in the Lease Deed is added with the following:*

1.46 **“Building”** means and includes a permanent structure with entry and exit, internal, external, doors, windows, staircases, lifts, terrace, staircases, elevators, lifts.

1.4. *Section 1.47 of the Definition in the Lease Deed is added with the following:*

1.47 **“Back Billing”** means any statutory or utilities dues payable like power and water bills etc., which are back dated or pending for payment and payment of which is required to be paid by the Lessor or its subsidiary entities.



1.5. Capitalized words used but not specifically defined herein shall have the meaning ascribed to them under the Lease Deed. Recitals mentioned in this Amendment No. 1 shall form an integral part of the Lease Deed. Except as modified by this Amendment No. 1, all other terms and conditions of the Lease Deed shall remain unchanged, have full force and be enforceable between the Parties. To the extent any terms of this Amendment No. 1 conflicts with the terms of the Lease Deed, this Amendment No. 1 shall supersede and prevail.

2. GRANT OF LEASE

2.1. *Section 2.2.1.1 and 2.2.1.2 of the Lease Deed is deleted in its entirety and replaced with the following:*

2.2.1.1 **Rent Commencement Date** (‘RCD’) of the Premises shall be *April 18, 2022* and this shall be the reference or base date for all future escalations of Base Rent, Renewal, Lock-in Period, Term, and other commercials shall be reckoned from RCD. The Warm-Shell handed over by the Lessor to the Lessee includes all regulatory approvals obtained by the Lessor to occupy the Premises prior to handing over the Premises to the Lessee for Permitted Use.



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

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	20740	0	0	0	20840
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	2085	0	0	0	2085
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	23325	0	0	0	23425

Rs. 20740/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 2085/- towards Registration Fees on the chargeable value of Rs. 1042000/- was paid by the party through E-Challan/BC/Pay Order No .796DTZ260622 dated ,26-JUN-22 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 23375/-, DATE: 26-JUN-22, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 7208823558436, PAYMENT MODE: NB-1001138, ATRN: 7208823558436, REMITTER NAME: MR. PRABHAKAR REDDY, EXECUTANT NAME: GV RESEARCH CENTERS PRIVATE LIMITED, CLAIMANT NAME: SYNGENE INTERNATIONAL LIMITED).

Date:

27th day of June, 2022

[Signature]
Signature of Registering Officer

Shamirpet

Certificate of Registration

Registered as document no. 4162 of 2022 of Book-1 and assigned the identification number 4162-1516-1192 2022 for Scanning on 27-JUN-22.

[Signature]
Registering Officer

Shamirpet

(Sheshagiri Chand)

NOTE : one (1) copy has been registered along with the original

[Signature]
Sub-Registrar
Shamirpet

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For the sake of clarity, notwithstanding anything contained in the Lease Deed, Parties agree that all references, terms, interpretations, and their meanings related to "Lease Commencement Date" and "August 1st 2021" shall wherever provided in the Lease Deed, stand substituted in its entirety and superseded and/or replaced with as "Rent Commencement Date".

2.2 Section 2.2.3 (Additional Chemical Storage Space on the First Floor in Building 5600/C within the Premises (Innopolis Campus) admeasuring built-up area of 2,300 square feet) is added to the Lease Deed with the following:

2.2.3 **Additional Chemical Storage Space:** Chemical Storage Space on the First Floor in Building 5600/C admeasuring built-up area of 2,300 square feet, located in Plot No. 3, Synergy Square II, MN Park Genome Valley, Shameerpet, Medchal - Malkajgiri District, Hyderabad, Telangana – 500 078 (as more fully described in **Schedule A** to this Amendment No. 1), is offered by the Lessor and Lessee has agreed to take on lease (hereinafter referred to as "**Additional Premises**"). Upon and subject to all the terms and conditions herein, the Lessor hereby grants to the Lessee and the Lessee accepts the lease of Additional Premises commencing from April 18, 2022 ("**Additional Premises Rent Commencement Date**"). The Premises is a multi-tenant facility, and the First Floor is being occupied by the Lessee. Therefore, to ensure safe environmental practices, the Lessor agrees that they will ensure compliance under EHSS and/or with standard operating procedures (SOP) by all the lessees occupying the said Premises. Lessor shall ensure that the additional power load as requested by the Lessee is provided to the Lessee for smooth operation of business from the Additional Premises.

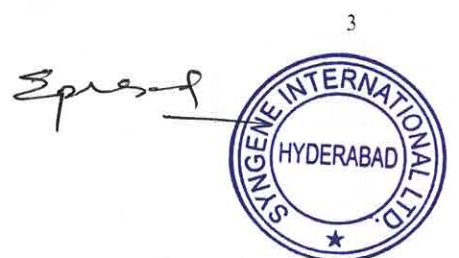
For the sake of clarity, this Amendment No. 1 with inclusion of Additional Premises shall be effective from April 18, 2022 and shall be co-terminus with the terms and conditions of the Lease Deed.

All provisions applicable to the Premises under the Lease Deed shall be *mutatis mutandis* applicable to the Additional Premises and all the rights and obligations of the Lessor and the Lessee with respect to the Premises under the Lease Deed will extend to the Additional Premises.

3. LEASE TERM

Section 4.1 (a) of the Lease Deed is deleted in its entirety and replaced with the following:

4.1 (a) The Lessor has handed over the possession of the Premises to the Lessee on the Rent Commencement Date with the Lessor's Work therein 100% completed with all regulatory approvals with respect to occupation of the Premises to be handed over to the Lessee. The duration of the lease with respect to the Premises and the exclusive car parking shall commence on **Rent Commencement Date i.e., April 18, 2022** and shall expire 10 (ten) years thereafter i.e., **April 17, 2032** ("**Initial Term**"), unless sooner terminated by the Lessee, in accordance with the terms set out in this Lease



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

4. RENT

Section 5.1.1(d) of the Lease Deed is deleted in its entirety and replaced with the following:

- 5.1.1(d) Rs. 1,05,000 (Rupees one lakh and five thousand) per month with respect to the Base Rent for Solvent Storage Spaces in the land admeasuring 7,000 square feet of the leasable area located in the Building 5600/S (“**Solvent Storage Spaces**”)* commencing from the Rent Commencement Date, subject to an escalation @ 5% (five percent) after completion of every 1 (one) year from RCD.

*given area includes fencing and DCM tank.

Section 5.2 of the Lease Deed is deleted in its entirety and replaced with the following:

- 5.2 The Total Base Rent provided in this Lease Deed shall remain firm till April 17, 2023. The first escalation of Total Base Rent will be effective from April 18, 2023 and thereafter, the Total Base Rent shall be subject to an escalation @ 5% (five percent) per annum after completion of every 1 (one) year block. The payment of Rent of INR 69,000 per month along with annual escalation of 5% is more fully detailed in **Schedule D** annexed to this Amendment No. 1.

For the sake of clarity, the Base Rent mentioned in this Amendment No. 1 and Base Rent provided in the Lease Deed shall be considered as “Total Base Rent”.

Section 5.7 and 5.8 is added to the Lease Deed with the following:

- 5.7 Lessor will bill to the Lessee for the utilities such as electricity, water, effluent transportation charges, etc., based on the monthly billing in a timely manner on consumption basis as a pass-through cost. In case of multi-tenanted billing, the Lessor shares the computation methods with the Lessee in advance and takes its written consent.

5.8 **No Back Billing:**

The Lessor shall not initiate nor bill for any claims for previously unbilled, or under-billed towards utility or any other services that were provided prior to the applicable billing date, for whatsoever reasons, except for the dues payable by Syngene on and after February 01, 2022, provided however, that due to any erroneous billing or for any clerical errors from the Lessor or from the Service Provider retained by the Lessor, such errors shall be consolidated and finalized by the Parties as mutually agreed within a period of 90 days. In case, the Back-



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billing is due to any power or water utility bills invoiced by the governmental or regulatory authority, which is a pass-through cost to the Lessee, such pass-through costs shall be contested by Lessor and/or Lessee and any payments to be made therein shall be subject to payments under protest or to defend such action under Applicable Law.

5. REFUNDABLE SECURITY DEPOSIT

Section 6.1 of the Lease Deed is amended to include the following addition:

6.1 (a) Lessor acknowledges receipt of having received the interest free security deposit from the Lessee upon execution of the Lease Deed through wire transfer No. REC/10018 dated: 5th May, 2021, Yes Bank, Secunderabad Branch.

6. USE AND IMPROVEMENTS

An additional sub-clause (a) is added to Section 7.16 of the Lease Deed to include the following:

7.16 The lessee acknowledges that the Lessor has provided to the Lessee, the Premises with a Warm-Shell having all approvals with valid Occupancy Certificate, Fire No Objection Certificate, Consent for Establishment, Consent for Operation, PESO license, CEIG certificate and all other applicable certificates issued by the concerned authorities under Applicable Laws with effect from RCD.

7. MAINTENANCE

The following is added under Section 15.2 of the Lease Deed

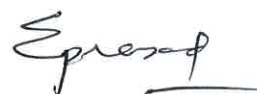
15.2 Parties agree to execute a separate tripartite facility management agreement to cover all aspects of facilities, utilities, amenities and common area & maintenance services to be provided by the Lessor or by its authorised Service Provider, GVRX Facilities Management Private Limited to the Lessee, wherein Lessor shall be solely responsible for providing Utilities and Services and the Service Provider shall provide the remaining services. The Lessor, the Lessee and GVRX Facilities Management Private Limited would mutually agree to record in writing detailing the role and responsibilities, obligations of each Party, commercial understanding, and scope of work, etc.

8. MISCELLANEOUS

Section 30.4 of the Lease Deed is deleted in its entirety and replaced as follows:

30.4 "Notwithstanding anything contained in this Lease Deed, the Lessor shall be entitled to assign any or some of common area facility management services to its affiliate or subsidiary companies through a written agreement binding on the





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Parties to provide all the support, facilities, utilities and documentation, with joint & several liabilities & responsibilities, subject to 30 days prior written notice to the Lessee”.

Section 30.11 of the Lease Deed is added to include the following:



30.11 This Amendment No. 1 shall be read together with the Lease Deed as the entire agreement between the Parties. This Amendment No. 1 shall supersede the conflicting terms mentioned in the Lease Deed.

9. STAMP DUTY AND REGISTRATION CHARGES

Stamp duty and registration fees, if any, payable for this Amendment No. 1 shall be borne by the Lessee.

(Signature page follows)



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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

**SIGNED and DELIVERED for and on behalf of the LESSOR
GV RESEARCH CENTERS PRIVATE LIMITED**



Sayed Waseem Akhtar
Authorised Signatory




**SIGNED and DELIVERED for and on behalf of the LESSEE
SYNGENE INTERNATIONAL LIMITED**



Ede VSSDV Prasad
Authorised Signatory



In the presence of witnesses:

1. 

2. 

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SCHEDULE A

Schedule A is amended to include the following:

Details of the Land as set out below:

District: Medchal Malkajgiri

Mandal: Shamirpet Mandal

Village: Kolthur

Local Authority: Kolthur Village

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

East: Internal Road of the Biotech Park

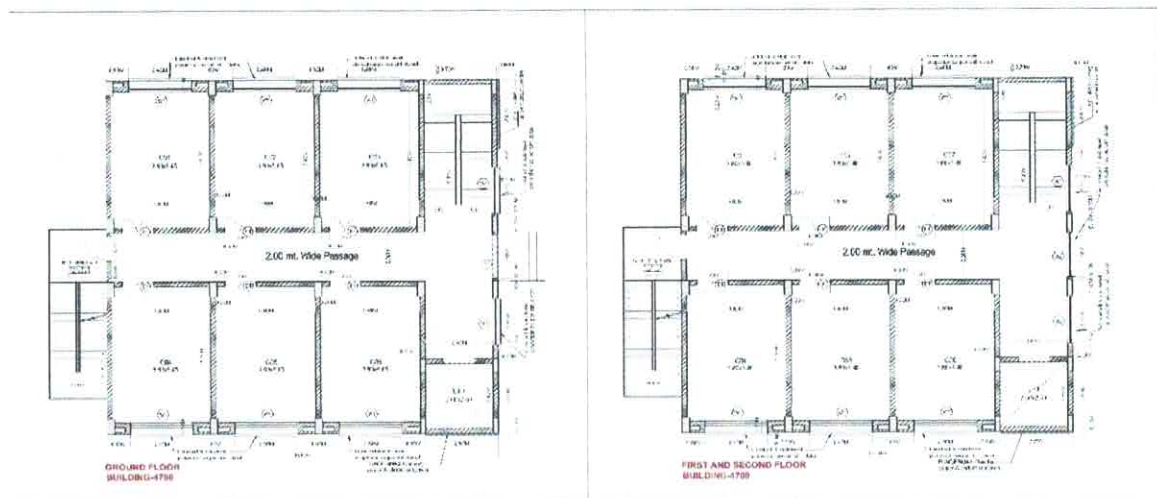
West: Plot #1 of the Biotech Park

North: Plot #2 of the Biotech Park, and

South: Plot #3A of the Biotech Park

Leasable Area leased to the Lessee under this Lease Deed:

V	Additional Chemical Storage Spaces	Building 5600/C 1 st Floor This includes the area as per layout plan earmarked below	2,300 square feet
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**SCHEDULE D
RENT SCHEDULE**

Schedule D is amended to include the following, in addition to the rental schedule provided in the Lease Deed:

SYNGENE – RENTAL SCHEDULE FOR ADDITIONAL CHEMICAL STORAGE SPACE IN INNOPOLIS											
Year	18 April 2022 to 17 April 2023	18 April 2023 to 17 April 2024	18 April 2024 to 17 April 2025	18 April 2025 to 17 April 2026	18 April 2026 to 17 April 2027	18 April 2027 to 17 April 2028	18 April 2028 to 17 April 2029	18 April 2029 to 17 April 2030	18 April 2030 to 17 April 2031	18 April 2031 to 17 April 2032	
Month	12	12	12	12	12	12	12	12	12	12	12
Additional Chemical Storage Rent	2,300 square feet										
Base Rent (per square foot per month) in INR	30	31.5	33.08	34.73	36.47	38.29	40.20	42.21	44.32	46.54	
Base Rent (per month) in INR	69,000	72,450	76,073	79,876	83,870	88,063	92,467	97,090	1,01,944	1,07,042	
Base Rent (per annum) in INR	8,28,000	8,69,400	9,12,870	9,58,514	10,06,439.18	10,56,761.13	11,09,599.2	11,65,079.1	12,23,333.11	12,84,499.76	



[Handwritten Signature]

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