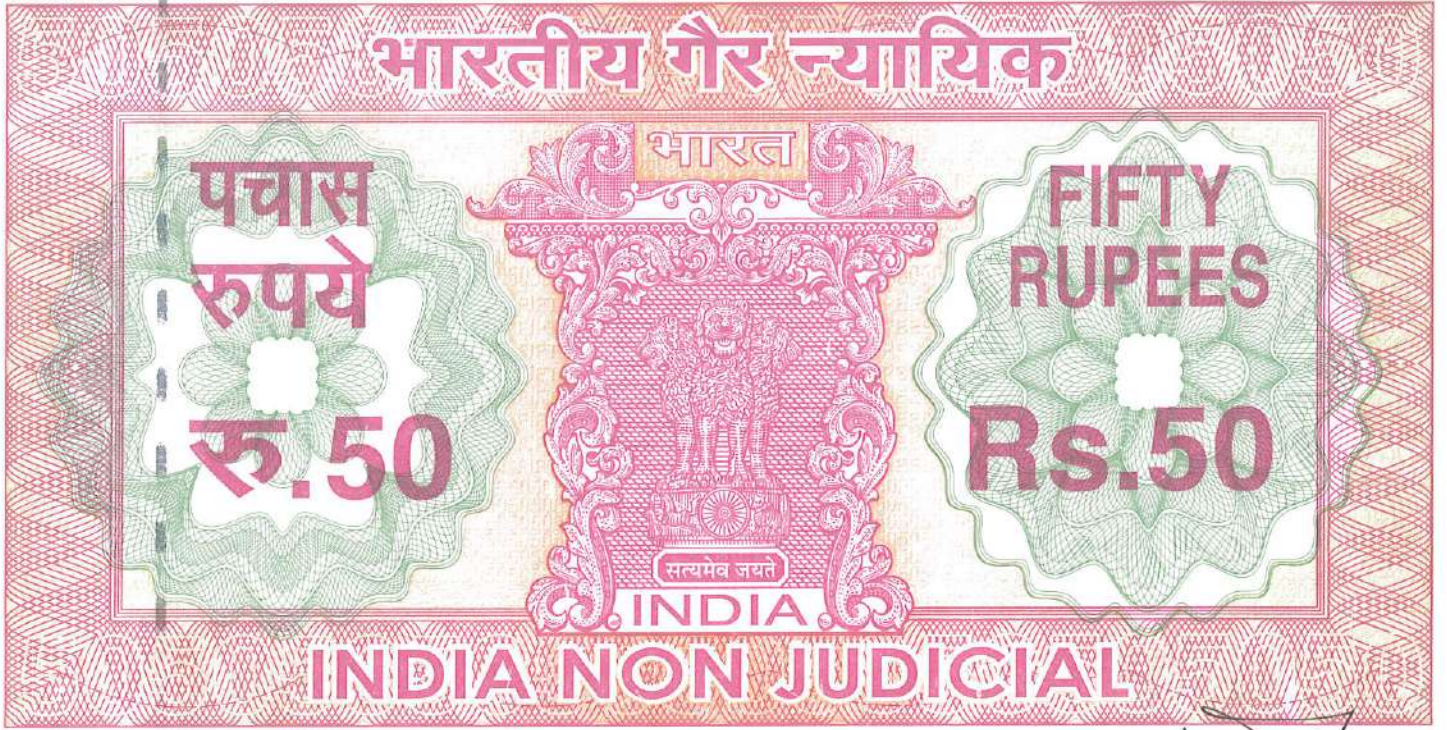




ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2335... Date 03/06/2023... Rs 50/-

To: Dr. Jitendra Sharma s/o Shyam Sunder Sharma, Vsp
From: AIC - AMTZ Medi valley incubation council, Vsp

KARANAM, JHANSI
Licenced Stamp Vendor
L. No. 03-17-006/2013
R. L. No. 03-17-03/2022
No. 25-3-39/1, Ndupuru (V)
Pedagantyada, Visakha Dist-44.
Cell : 9704906928

LEASE DEED

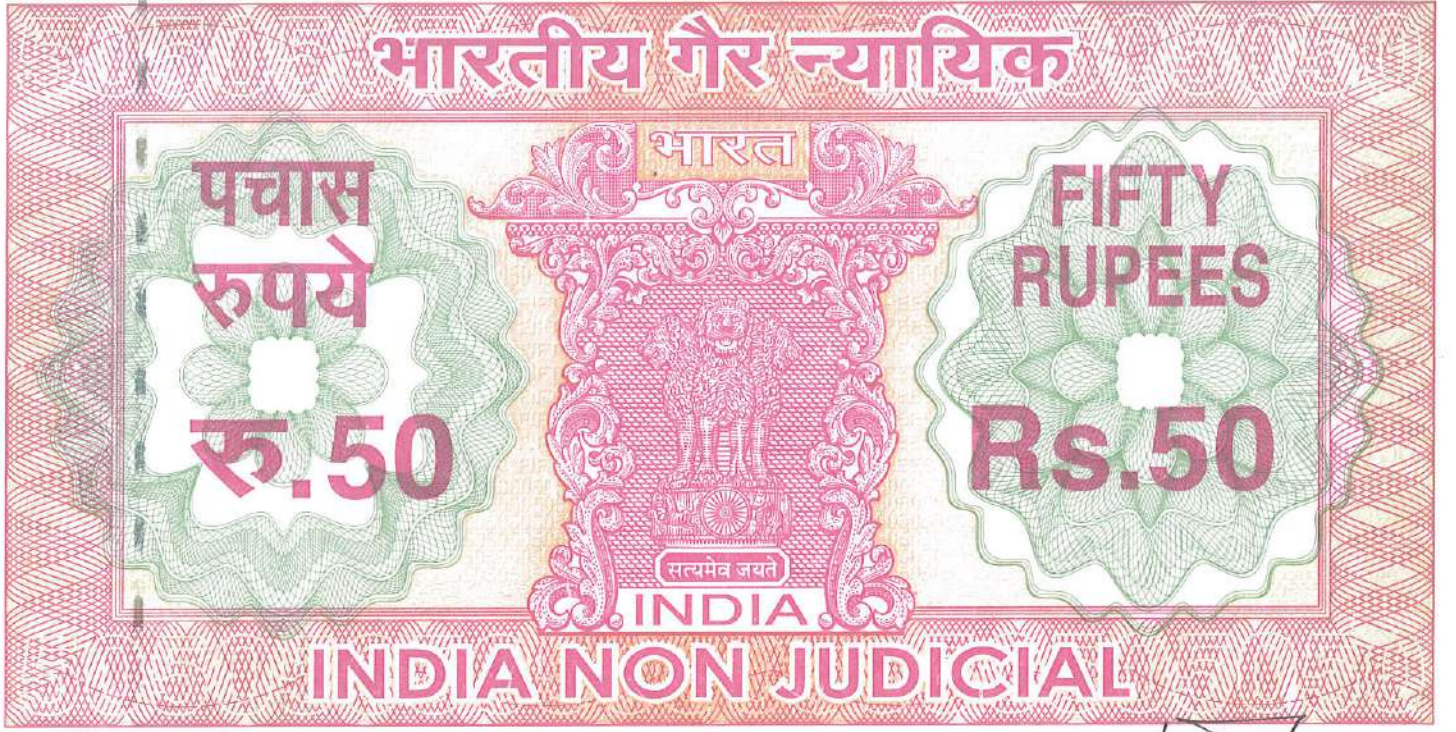
THIS DEED OF AGREEMENT executed at Visakhapatnam on 24th August 2023,

BY AND BETWEEN

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. Soham Modi hereinafter referred to as “Party of the FIRST PART” or “MEDPOLIS” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign

AND

AIC-AMTZ MEDI VALLEY INCUBATION COUNCIL, a Company registered under Section 8 of the Companies Act, 2013 as a wholly owned subsidiary of AMTZ, having its registered office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O, Visakhapatnam – 530031, Andhra Pradesh, India, represented by Dr. Jitendra Kumar Sharma, S/o Shri Shyam Sunder Sharma, Executive Chairman, hereinafter referred to as “Party of the SECOND PART” or “MVIC” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2336... Date 03/06/2023 Rs. 50/-

Sent To: Dr. Jitendra Sharma s/o Shyam Sunder Sharma, VSP
For Whom: AIC-AMTZ Med Valley incubation Council, VSP

KARANAM. JHANSI
Licenced Stamp Vendor
L. No. 03-17-006/2013
R. L. No. 03-17-03/2022
B.No. 25-3-39/1, Ndupuru (V)
Pedagantyada, Visakha Dist-44.
Cell : 9704906928

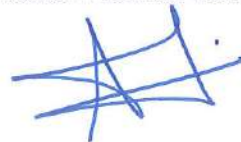
MEDPOLIS and MVIC are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

- The Party in the FIRST PART is engaged in developing of lab spaces and manufacturing facilities in AMTZ campus.
- The Party of the SECOND PART is a wholly owned subsidiary of Andhra Pradesh MedTech Zone Limited (AMTZ) with mandate to facilitate incubation of start up ventures in medical technology products, by providing access to scientific laboratories, facilities, commercialization partners and financing through empanelled investors and manufacturing in India by supporting industrial promotion.
- The Party of the SECOND PART vide lease agreement dated September 12, 2018 followed by a Supplemental Agreement I dated March 7, 2019 with AMTZ has taken on lease an area measuring 22,500 sq.ft in RCC structure within AMTZ Premises with a right to sub-lease.
- The Party of the SECOND PART has approached the Party of the FIRST PART with a request to occupy and use an area of 1,05,600 (One Lakh five thousand and six hundred) square feet within the premises and by virtue of the aforementioned agreements, the Lessor has agreed to sub-let 1,05,600 square feet to the Party of the SECOND PART on the terms and conditions mentioned hereinafter.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. The Party of the FIRST PART will handover office space in RCC structure measuring 1,05,600 square feet as detailed in the Schedule to this Agreement ("Leased Premise").
2. **TERM:** The Lease term of this Agreement is for a period of 11 (Eleven) months from August 2024 or as may be mutually agreed. This agreement can be renewed for 9 more times with a period of 11 months on mutual agreement.
3. **LEASE RENTALS:** The Party of the SECOND PART shall pay lease rentals of Rs. 45 (Forty-Five) per square feet plus applicable taxes towards the Leased Premise per month on or before the 5th day of the succeeding month. An increase of rentals upto 5% shall be applicable with each term. The Party of the SECOND PART shall pay a refundable security deposit of 2 months rentals at the time of signing of this agreement.
4. The Party of the FIRST PART shall provide facility management services to the Party of the SECOND PART. The Party of the SECOND PART shall pay maintenance charges at the rates fixed by the Party of the FIRST PART from time to time, the said rate is liable to be enhanced as and when it becomes necessary. The enhancement of a maximum of 5% per annum is a prerogative of the Party in the FIRST PART.
5. The Party of the SECOND PART shall have a separate electric and water connection for which they shall pay electricity/ water charges directly to the authorised agency of electricity board as per monthly 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 Premises or separately billed to the Premises, 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 building.
6. 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 Premises or separately billed to the Premises, 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.
7. The Party of the SECOND PART shall not change the name of the unit or transfer, sell, however may sub-lease, or mortgage the Leased Premise more fully described in the schedule hereunder.



8. (a) The Party of the FIRST PART shall have the right of having access into any portion of the Leased Premise at all times for the limited purpose of general maintenance of the Zone.
- (b) The Party of the SECOND PART shall not tamper with, modify or alter the sewage / water lines inside the allotted property without the permission of the party of the FIRST PART. The maintenance of the pipes, waterlines etc within the allocated property shall be the responsibility of the Party in the SECOND PART.
9. Any modifications / alternations / additions to the building or electricity / water / sewage lines in the Leased Premise 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 enter upon and inspect the Leased Premise or give such directions as are required so that the homogeneity and purpose of the Industrial Estate is preserved intact, the Party of the FIRST PART shall have the power to take necessary action against the Party of the SECOND PART in addition to claiming damages, in case of default.
10. 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 Leased Premise that violate pollution norms as approved for the property.
11. 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.
12. 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.
13. On the expiration of the said term or period of the lease or earlier termination thereof, the Party of the SECOND PART shall hand over vacant and peaceful possession of the Leased Premise to the Party of the FIRST PART in the same condition in which the premises now exist subject to normal wear and tear.

14. CONFIDENTIALITY

Except as otherwise contemplated by this Deed, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this Deed nor at any time thereafter, either use or exploit in any

manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this Deed. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information that is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors.

15. AMENDMENTS TO THIS AGREEMENT

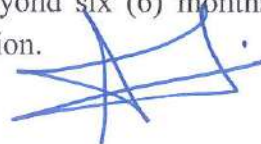
This Deed may be amended with the mutual consent of both the Parties through an exchange of correspondence. No amendment or Addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hitherto.

16. TERMINATION OF AGREEMENT

- (a) The Party of the FIRST PART may terminate the engagement under this Deed on 30 (thirty) calendar day's written notice, or if prior to such action, the Party of the SECOND PART materially breaches any of the terms of this Deed.
- (b) Except as may be otherwise provided in this Deed, any breach by Party of the SECOND PART will result in the Party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this deed and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Deed.
- (c) In addition to the reasons for termination as set forth above, this Deed may be terminated forthwith if Party of the SECOND PART voluntarily or involuntarily enters into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed.

17. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this Deed due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.



18. ASSIGNMENT OF AGREEMENT

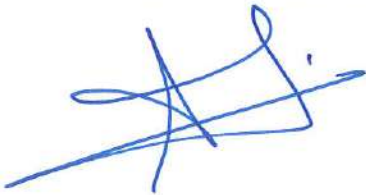
The rights, obligations and/or liabilities arising to any Party under this Agreement shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

19. JURISDICTION AND ARBITRATION

- (a) All disputes and differences in relation to the applicability, interpretation, rights and obligations of the Parties hereunder and/or arising under these presents, shall be referred to a sole arbitrator nominated mutually by the Parties.
- (b) The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The jurisdiction for arbitration shall be Visakhapatnam, Andhra Pradesh and the Parties agree that, the arbitral award shall be binding and enforceable against them.
- (c) During the arbitration, the Parties shall continue to fulfil their respective obligations under this Deed except for such obligations, which are the subject matter of the arbitration.

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

For and on behalf of MVIC



Mr. Dilip Kumar Chekuri
CEO

Witness: _____

Date: _____

For and on behalf of Medpolis



Mr. Sudarsana Varma Pinnamaraju
Vice President - Operations

Witness: _____

Date: _____

SCHEDULE

All that piece and parcel of the office space measuring 1,05,600 square feet in the Building (RCC structure) in the building known as Medpolis Research Square 4554 consisting of 2 stilt floors & 4 upper floors in Andhra Pradesh MedTech Zone Ltd comprised in Survey No 480/2 of Nadupuru Village, Pedagantyada Mandal, Visakhapatnam District. The Building is bounded by –

1950031.679N & 728407.104E

1949992.226N & 728487.996E

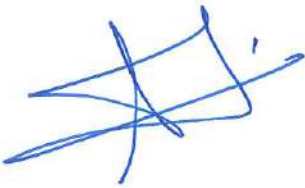
1949983.144N & 728383.432E

1949943.691N & 728464.324E

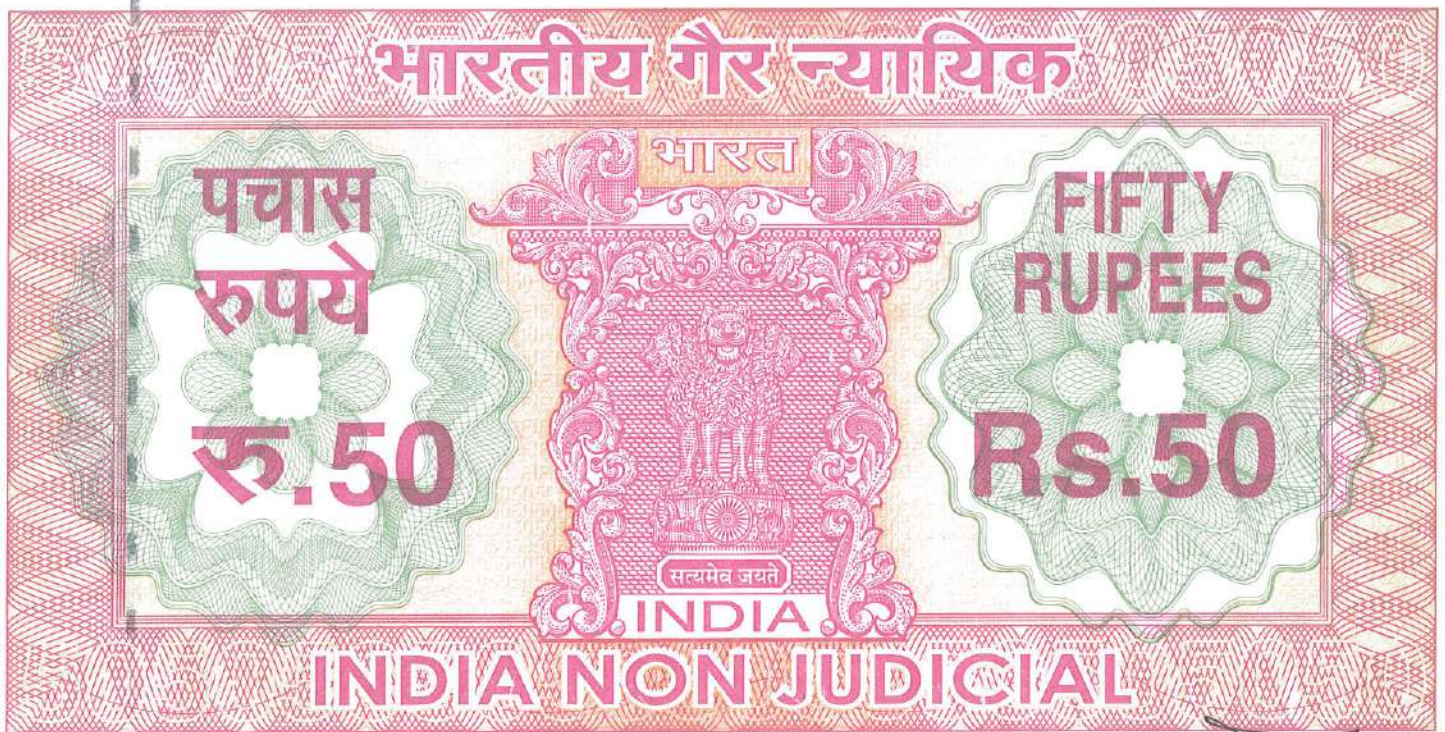
and situated within the Registration District of Visakhapatnam.

Location Description:

North:	Part of plot D1-55
South:	Part of plot D1-56
East:	24 mtr wide road – Uranus
West:	Barbed wire fencing



RV



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2337... Date 03/06/2023.. Rs. 50/-

To: Dr. Jitendra Sharma s/o Shyam Sunder Sharma, VSP

For whom: AIC-AMTZ Medi Valley incubation Council, VSP

AR 845662

KARANAM. JHANSI

Licensed Stamp Vendor

L. No. 03-17-006/2013

R. L. No. 03-17-03/2022

No. 25-3-39/1, Ndupuru (V)

Pedagantyada, Visakha Dist-44.

Cell : 9704906928

LEASE DEED

THIS DEED OF AGREEMENT executed at Visakhapatnam on 24th August 2023,

BY AND BETWEEN

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. Soham Modi hereinafter referred to as “Party of the FIRST PART” or “MEDPOLIS” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign

AND

AIC-AMTZ MEDI VALLEY INCUBATION COUNCIL, a Company registered under Section 8 of the Companies Act, 2013 as a wholly owned subsidiary of AMTZ, having its registered office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O, Visakhapatnam – 530031, Andhra Pradesh, India, represented by Dr. Jitendra Kumar Sharma, S/o Shri Shyam Sunder Sharma, Executive Chairman, hereinafter referred to as “Party of the SECOND PART” or “MVIC” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2338 Date 03/06/2023 Rs. 50/-

Sol. To Dr. Jitendra Sharma s/o Shyam Sunder Sharma, VSP

For whom AIC - AMTZ Medi valley incubation council, VSP

KARANAM, JHANSI
Licenced Stamp Vendor
L. No. 03-17-006/2013
R. L. No. 03-17-03/2022
D. No. 25-3-39/1, Ndupuru (V)
Pedagantyada, Visakha Dist-44.
Cell : 9704906928

MEDPOLIS and MVIC are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

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- The Party of the SECOND PART is a wholly owned subsidiary of Andhra Pradesh MedTech Zone Limited (AMTZ) with mandate to facilitate incubation of start up ventures in medical technology products, by providing access to scientific laboratories, facilities, commercialization partners and financing through empanelled investors and manufacturing in India by supporting industrial promotion.
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- The Party of the SECOND PART has approached the Party of the FIRST PART with a request to occupy and use an area of 1,05,600 (One Lakh five thousand and six hundred) square feet within the premises and by virtue of the aforementioned agreements, the Lessor has agreed to sub-let 1,05,600 square feet to the Party of the SECOND PART on the terms and conditions mentioned hereinafter.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. The Party of the FIRST PART will handover office space in RCC structure measuring 1,05,600 square feet as detailed in the Schedule to this Agreement ("Leased Premise").
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6. 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 Premises or separately billed to the Premises, 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.
7. The Party of the SECOND PART shall not change the name of the unit or transfer, sell, however may sub-lease, or mortgage the Leased Premise more fully described in the schedule hereunder.

MS Valma

[Signature]

8. (a) The Party of the FIRST PART shall have the right of having access into any portion of the Leased Premise at all times for the limited purpose of general maintenance of the Zone.
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12. 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.
13. On the expiration of the said term or period of the lease or earlier termination thereof, the Party of the SECOND PART shall hand over vacant and peaceful possession of the Leased Premise to the Party of the FIRST PART in the same condition in which the premises now exist subject to normal wear and tear.

14. **CONFIDENTIALITY**

Except as otherwise contemplated by this Deed, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this Deed nor at any time thereafter, either use or exploit in any

manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this Deed. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information that is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors.

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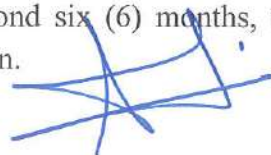
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- (b) Except as may be otherwise provided in this Deed, any breach by Party of the SECOND PART will result in the Party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this deed and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Deed.
- (c) In addition to the reasons for termination as set forth above, this Deed may be terminated forthwith if Party of the SECOND PART voluntarily or involuntarily enters into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed.

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- (b) The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The jurisdiction for arbitration shall be Visakhapatnam, Andhra Pradesh and the Parties agree that, the arbitral award shall be binding and enforceable against them.
- (c) During the arbitration, the Parties shall continue to fulfil their respective obligations under this Deed except for such obligations, which are the subject matter of the arbitration.

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

For and on behalf of MVIC



Mr. Dilip Kumar Chekuri
CEO

For and on behalf of Medpolis



Mr. Sudarsana Varma Pinnamaraju
Vice President - Operations

Witness: _____

Date: _____

Witness: _____

Date: _____

SCHEDULE

All that piece and parcel of the office space measuring 1,05,600 square feet in the Building (RCC structure) in the building known as Medpolis Research Square 4554 consisting of 2 stilt floors & 4 upper floors in Andhra Pradesh MedTech Zone Ltd comprised in Survey No 480/2 of Nadupuru Village, Pedagantyada Mandal, Visakhapatnam District. The Building is 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

BS Vane

