

To,
Mr. [●],
M/s. [●],
Hyderabad [●]

Date: [●], 2020

Subject: Genopolis, Genome Valley, Hyderabad – Launch of Integrated Life Sciences Hub.

Sir/Madam,

We are very proud to announce the launch of Genopolis at Genome Valley, Hyderabad. We have received all the building approvals and the construction work has commenced.

Genopolis is designed to support innovation programs for life sciences companies. It will provide Grade A, world-class collaborative facilities and infrastructure solutions in an integrated ecosystem to Indian and Multinational Life Sciences companies.

Genopolis offers complete solution to Life Sciences, Medical Devices, Biopharma, CROs, Pharma R&D, Agri-Research, Food Processing, and Chemical companies, amongst others.

Salient features of the Project:

- a. 1,30,000 square feet of leasable Laboratory Space planned on 2.25 acres of land.
- b. Ground plus 3 floor structure with stilt for dedicated parking & utilities, and upper floors for core research programs.
- c. Typical Laboratory Space starting from c.4,500 to 22,000 square feet with high operational efficiency on leasable area to carpet area.
- d. Specially designed 'floor to floor' height of 4.8 meters for Life Sciences Research & Development, Pilot Plant and Light Manufacturing.
- e. Extended Warm Shell with in-built provisions for high side HVAC, power supply, 100% power back-up, waste disposal through Effluent Treatment Plant (ETP), Sewage Treatment Plant (STP) and fire safety equipment.
- f. Dedicated utilities, solvent & chemical storage space within the campus.
- g. Available for fit outs within 6 months from the date of LOI.

Launch Offer:

- a. Discounted rent for companies committing space before September 30th, 2020.
- b. Refundable confirmation amount to be paid within 7 days of signing the LOI to reserve the space and avail discounted rent.
- c. Cancel any time within 90 days of LOI.

Please contact us for site visit or any further details.

Thank You.

Yours sincerely,

For M/s. GV Discovery Centers Pvt. Ltd.,

[NAME]

Enclosed: Brochure and plans of project.

Genopolis, Genome Valley, Hyderabad.

Launch Offer:

Lease Rent for Laboratory Space (per square feet/month)	INR 60
Inaugural Discount on Laboratory Space (per square feet/month)	INR 10
Inaugural lease rent for Laboratory Space (per square Feet/month)	INR 50
Lease Rent for Chemical/Solvent Stores and Additional Utility Areas on stilt floor (per square feet/month)	INR 35
Lease Rent for Car Parking (per Car Park/month)	INR 2000
Common Area Maintenance (CAM) Charges (per square feet/month)	INR 15
Refundable Security Deposit (Interest Free)	9 Month's Total Rent (including Lease Rent and CAM Charges)
Refundable confirmation amount for reserving lab space (Part payment of Refundable Security Deposit)	2 Month's Total Rent (including Lease Rent and CAM Charges)

(GST Extra).

A. Extended warm shell specifications and inclusions for Lease Rent are:

1. Civil Works (walls, external doors including fire exit doors, access control to main entry).
2. Complete high side Heating, Ventilation & Air Conditioning (HVAC) System (chiller, pumps and primary piping) up to each lab suite level.
3. Building Management System for HVAC.
4. Utilities & Gas Distribution System (raw water, compressed air & vacuum includes pump house, process equipment and primary header piping) up to each lab suite level.
5. Electrical System (transformers with raw power, 100% back-up power with DG, PCC panel and primary wiring & lighting).
6. Safety System (fire hydrant system, primary header piping for fire sprinkler system) up to each lab suite level.
7. ETP/ STP (advanced solid and liquid waste handling systems centrally managed by the Lessor).
8. On site Pre-treatment Plant (treatment of effluents at the project site).
9. Waste Disposal System - provision for hazardous waste handling by government authorized third party vendors (includes drain primary header piping).
10. Passenger and freight lifts.

B. Common Area Maintenance Inclusions for CAM Charge are:

1. Janitor services in the common area like common dining areas, lift lobbies.
2. Landscape maintenance in common areas.
3. Maintenance of the roads and streetlights within the premises.
4. Maintenance of the general utilities provided by Lessor like DG set, Air compressor, Transformer, HVAC, Chillers, Breakers etc.
5. Annual Maintenance Contracts (AMC) for general utility infrastructure.
6. Campus security.
7. Fire Hydrant and sprinkler safety system maintenance charges, PPE (Personal Protective Equipment).
8. Fire extinguisher in common areas.
9. Periodic pest control management of common areas.
10. Staff for MEP (Mechanical, Electrical and Plumbing) maintenance of the premises.
11. Civil upkeep, repairs & maintenance of premises (excluding the area inside the proposed space).
12. Maintenance supplies – Housekeeping equipment along with consumables.
13. Cost for regulatory approvals and deposits specific to 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 leased premises)

C. Direct Utility Charges on actual/pro-rata basis:

1. Electricity Charges: To be charged at actuals as per meter reading or minimum demand charges applicable for the proportionate KVA allotted for the proposed space and common areas.
2. Water: To be charged at actuals / based on proportionate usage.

3. Diesel (for backup power and other utilities): To be charged at actuals / based on proportionate usage.

4. Waste Management: To be charged at actuals / based on proportionate usage.

(Note: With respect to Hazardous Waste, the Lessee is required to obtain authorization and dispose off to authorized disposal/ recycling agencies/ vendors and re-use as authorized)

D. Dedicated amenities and support spaces on chargeable basis:

1. Additional utility area available on stilt floor.
2. Dedicated solvent and chemical storage spaces.

E. Details for Launch Offer:

- 90 days' time available for planning before confirmation of lease.
- Add or modify laboratory space (subject to availability and first come basis).
- Lease deed to be signed and balance security deposit to be paid in 90 days from LOI.
- Offer valid up to 30th September 2020.

Letter of Intent

To,
Mr. _____,
M/s. _____,
Hyderabad

Date: [●], 2020

Subject: Terms and conditions for lease of lab space in in the project known as Genopolis, Plot No. 1A, Synergy Square 1, Genome Valley, Sy. No. 234, 235, Turkapally (V), Shamirpet (M), Medchal-Malkajgiri District, Telangana.

Sir/Madam,

We are happy to confirm the terms for lease of laboratory space at Genopolis. The details of the terms and conditions are given in Annexure – A attached herein. The commercial terms are given in Annexure – B attached herein.

You are requested to issue the security deposit in favour of:

M/s. GV Discovery Centers Pvt. Ltd.

Yes Bank

Ac No. 009763700002521

Branch: S.P. Road, Secunderabad

IFS Code: YESB0000097

Swift Code: YESBINBB

Please sign a copy of this Letter of Intent as confirmation of having accepted the terms and conditions.

Thank You.

Yours sincerely,

For M/s. GV Discovery Centers Pvt. Ltd.,

Mr. Soham Modi
Director

Agreed and Confirmed by:

For M/s. _____

Mr. _____
Place: _____
Date: _____

ANNEXURE -A
Terms and Conditions for Lease

1. **Lessor:** M/s. GV Discovery Centers Pvt. Ltd., represented by Mr. Soham Modi, having its office at 5-4-187/3 & 4, II Floor, M G Road, Secunderabad – 500 003, Telangana.
2. **Details of Lessor for communication:** info@genopolisgv.in, 5-4-187/3 & 4, II Floor, M G Road, Secunderabad – 500 003, Telangana.
3. **Project Name** Genopolis.
4. **Location of project:** Plot no. 1A, Synergy Square 1, Genome Valley, Sy. No. 234, 235, Turkapally (V), Shamirpet (M), Medchal-Malkajgiri District, Hyderabad, Telangana.
5. **Proposed development:** A building consisting of Stilt + 3 floors is proposed to be constructed on a land area of 2.25 acres. The stilt floor shall be used for parking and additional space has been provided for installation of utilities/equipment of Lessee. 3 upper floors are been developed into lab space with requisite amenities and facilities. Building 119 is the north wing of the building and Building 191 is the south wing of the building. Additionally, solvent and chemical storage spaces are being provided which can be dedicatedly given on lease to the Lessee.
6. **Amenities and Utilities:** The following amenities and utilities shall be provided to all the occupants in the building. Additional amenities and utilities can be provided at extra cost.
 - a. Amenities
 - i. Common Cafeteria
 - ii. Common Board Room (16 Seater) and Meeting Room (4 Seater)
 - b. Utilities
 - i. Power supply: Dedicated _____ KVA line for the entire campus
 - ii. 100% Power Backup: _____ KVA for the entire campus
 - iii. Raw Water Supply: _____ KL capacity for the entire campus
 - iv. Effluent Treatment Plant (Pre-Treatment): _____ KL Capacity
 - v. Sewage Treatment Plant: _____ KL Capacity
 - vi. High Side HVAC (Chillers): _____ Capacity
 - vii. Vacuum Pump: _____ Capacity
 - viii. Compressed Air: _____ Capacity
7. **Efficiency:** The lease shall be on the gross leasable area of lab space. Gross Area (GA) is defined as built up area i.e., area contained within the walls of the lab space including the wall thickness + 15% towards proportionate common areas. Accordingly, efficiency (BUA /GA) is about 87%. Additional spaces like chemical store, solvent store, utility space on stilt floor and reserved car parking shall also be available for lease and shall not form part of the lab space.
8. **Usage:** As per Pollution Control Board of Telangana norms, Genopolis would have its own Consent for Establishment (CFE) and Consent for Operations (CFO) with blanket approval on permissible activities relating to Life Sciences and Pharma operations only. And the lessee shall use that as a base to apply for its own CFE and CFO for conducting research and manufacturing.
9. **Schedule of development:** The proposed schedule of development of the project is as under (with a grace period of 3 months).
 - a. Casting of plinth beam – 1st December, 2020
 - b. Completion of RCC & civil work of entire building and handover to tenants for their own fit-outs - May 2021
 - c. Completion of finishing works of common areas – June 2021
 - d. Provision of Power and Backup – July 2021
 - e. Installation of Elevators – August 2021
 - f. Installation of High Side HVAC and proposed operations by tenants – August 2021

10. **Due-Diligence:** Lessee shall be provided title documents and details of permit within 7 days. The Lessee shall verify the title, permits and extent of leased premises within 30 days thereafter.
11. **Refundable Security Deposit:** The Lessee shall pay security deposit equal to 2 months lease rent + CAM charges + rent for parking and utilities within 7 days of this LOI. The Lessee shall pay the balance security deposit within 90 days of this LOI.
12. **Common Area Maintenance Charges:** The Lessee shall pay CAM Charges as given in Annexure – B. The CAM charges shall include services included in Recital B of the offer letter and shall not include direct utility charges that are paid by lessee on consumption basis and fully defined in Recital C of the offer letter. The CAM shall be payable to the agency who shall be appointed as a dedicated Facility Manager for Genopolis.
13. **Execution of Lease Deed/Agreement to Lease:** The Lessee shall execute a lease deed/agreement to lease within 90 days of this LOI. The cost of stamp duty and registration charges shall be paid by the Lessee.
14. **Terms of termination of this LOI:** This LOI shall be binding on both the parties and may be terminated only in case of the following:
 - a. The Lessee is not satisfied with the title, permits, etc., of the Lessor /project. The Lessee shall intimate the Lessor of such a termination within 30 days of this LOI.
 - b. The Lessee shall be entitled to terminate this LOI within 90 days of this LOI at its discretion without assigning any reason.
 - c. Upon termination the Lessee shall be entitled to refund of security deposit paid within 15 days of such an intimation of termination.
15. **Confidentiality:** The terms and conditions of this Letter of Intent will 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 a statute i.e. mandatory disclosure.
16. **Other terms:**
 - a. The lease commencement date shall be subject to handing over the premises for fit outs. Any delay by the Lessor in handing over the premises for fit outs shall be added to the lease commencement date.

Annexure – B
Details of Genopolis and Commercial Terms.

Sl. No.	Item	Details
1.	Lessee	M/s. ___, represented by ___, its ___, having its registered office at _____.
2.	Address for communication	
3.	Email for communication	
4.	Contact person for communication	
5.	Building No.	
6.	Labspace Suite No.	
7.	Labspace Floor	
8.	Labspace Area	___ Square Feet (Leasable Area)
9.	Solvent Store Area	___ Square Feet (Leasable Area)
10.	Chemical Store Area	___ Square Feet (Leasable Area)
11.	Parking	___ Nos. of reserved car parking in the stilt floor.
12.	Utility Space (Additional Area on Stilt Floor)	___ Square Feet (Leasable Area)
13.	Rentals for labspace	INR _____ per square feet per month
14.	Rentals for chemical, solvent store and utility space on stilt floor	INR _____ per square feet per month
15.	Rentals for reserved car parking	INR _____ per car park per month
16.	Total Security Deposit	INR _____
17.	Advance Security Deposit	INR _____ payable within 7 days of this LOI.
18.	Balance Security Deposit	INR _____ payable within 90 days of this LOI
19.	Lease commencement date	_____
20.	Rent free period	From ___ to ___ i.e., months from Lease Commencement Date.
21.	Rent start date	_____
22.	Possession for fit outs	_____
23.	Deemed date of possession	___ months from possession for fit outs.
24.	CAM charges	INR _____ per square feet per month
25.	Annual Rent Escalation	5% on Labspace Rentals, CAM Charges and Parking Spaces, Support Spaces and Utilities
26.	Lease period	9 years from the Lease Commencement Date
27.	Lock-in period	5 years from the Lease Commencement Date.
28.	Notice period for termination of lease	12 months. However, it shall not be applicable during the lock-in period.
29.	Renewal Terms	Mutually agreed terms.