

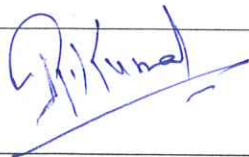

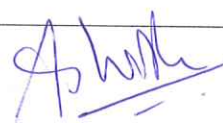
CONTRACT REVIEW FORM

Purpose or Business Need	Lease of Property for Collection Centre
Nature of Contract	Lese Deed
Parties to Contract	Dr. Penamal Sanjeevan Nehru (Lessor) and Lessee Apollo Health and Lifestyle Limited
Address:	Plot bearing No.36, admeasuring 431 Square Yards or equivalent to 360.3 Square Meters, in Survey No.36/A, 36/B, situated at Manikonda Jagir, Village & G.P, Rajendranagar Mandal, Ranga Reddy District, Telangana State and bounded by 40'-0' wide road in the north, Plot No.33 in the south, Plot No.35 in the east and Plot No.37 in the west and letting out a fitted out space admeasuring 200 square Feet carpet area situated at ground floor
Carpet Area	200 square Feet.
Property Tax	Licensors alone shall be liable to pay the property taxes / municipal tax (by whatever name it may be called) for the Licensed Premises
Rent	Rs. 14,500 (Rupees Fourteen Thousand Five Hundred Only), per month
Escalation	The Lease rent shall be subject to an escalation by 15% on the last month rent end of every three (3) years commencing from the Rent Commencement Date.
Security Deposit	Rs. 87,000/- (Rupees Eighty Seven Thousand only)
Car Parking	We are asked to park vehicles on road side in front of the shop i.e, lease premises and in the cellar provided by the side of lease premises.
Term	Premises shall be for the term of [9] (Nine) years commencing from date of registration of Lease.
Rent Free Period	30 days
Lock-in period	Lessor's lock-in period would be for the entire Lease Period and there is <u>no lock in period for the Lessee.</u>
Exclusivity, non-compete	No
Indemnities	Normal indemnity clause
Termination / Exit	The Lessee has the sole option to terminate this Agreement at any time by serving the Lessor with 3 (three) months prior notice
Penal clauses	No
Dispute resolution	Arbitration
Jurisdiction	Courts in Hyderabad will have exclusive jurisdiction in the matter.
Stamp Duty and registration charges	Stamp duty and registration charges, payable on the Agreement shall be borne by the Lessee alone

Exceptions:

1. Land-use document not provided.

Signature:

Approved by HOD:	Financial Concurrence:	Legal Clearance:
		

S LAXMI NARAYANA
S.A.L.NO. 02/2006
H.NO.6-3-392,R.L.NO.....
BEHIND PUNJAGUTTA POLICE STATION
HYDERABAD
LICENCE NO. 12/2006



आंध्र प्रदेश
MAR 12 2015

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NON-JUDICIAL
STAMP DUTY

ANDHRA PRADESH

LEASE DEED

THIS LEASE DEED (hereinafter referred to as the "Lease Deed") is made on this ____ day of March, 2015 at Hyderabad by and between;

Dr. Penamal Sanjeevan Nehru aged about 68 years, S/o P Penchalaiah, Occupation: Doctor, residing at Plot No.22, Banjara Hills, Road No.14, Near Nandi Nagar Bus Stop, Beside Sri Chaitanya Star Kids School, Hyderabad – 500 034, hereinafter, together the "**LESSOR**", shall singularly be referred to as Party and which expression shall unless repugnant to the context or meaning thereof, mean and include his/her executors, administrators, permitted assigns and successors of the **ONE PART**.

AND

Apollo Health and Lifestyle Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. 19, Bishop Gardens, R.A. Puram, Chennai – 600 028, Tamilnadu and Corporate office at No.1-10-60/62, Ashoka Raghupathi Chambers, 5th Floor, Begumpet, Hyderabad - 500016, Telangana represented by its authorised signatory hereinafter referred to as the "**LESSEE**", which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns of the **OTHER PART**.

The Lessor and Lessee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. LESSEE is a company incorporated under the Companies Act, 1956 doing its business of providing healthcare services through out-patient care Clinics, "Cradles" and Diagnostics, which is evolved on a proprietary system devised by Apollo Health and Lifestyle Limited. The Trademarks "**Apollo**", "**The Apollo Clinic**" and "**Cradle**" along with its associated Logos, designs, and geographical indications are the property of Apollo Hospitals Enterprise Limited (AHEL).
- B. The Lessor has represented to LESSEE that it is the sole and absolute owner of all that part of Plot bearing No.36, admeasuring 431 Square Yards or equivalent to 360.3 Square Meters, in Survey No.36/A, 36/B, situated at Manikonda Jagir, Village & G.P, Rajendranagar Mandal, Ranga Reddy District, Telangana State and bounded by 40'-0' wide road in the north, Plot No.33 in the south, Plot No.35 in the east and Plot No.37 in the west and letting out a **fitted out space admeasuring 200 square Feet carpet area** situated at ground floor (hereinafter referred to as the "**Lease Premises**") in the building situated in road side of the above mentioned address (more specifically described in Schedule-I to this Deed and hereinafter referred to as the "**Lease Premises**").
- C. The Lessor has further represented to LESSEE that it is (a) lawfully and absolutely seized and possessed of, and (b) well and sufficiently entitled to lease out the Lease Premises. Relying on the representations and

assurances of the Lessor that LESSEE would have a peaceful and vacant possession of the Lease Premises during the continuance of this Lease Deed, LESSEE has agreed to take lease of the Lease Premises for such period and on such terms under this Agreement; and

- D. The Lessor and LESSEE have now agreed to execute this Lease Deed to confirm and record the terms and conditions under which the Lease Premises shall be leased by the Lessor to LESSEE.

NOW THIS DEED OF LEASE IS WITNESSES AS FOLLOWS

1. GRANT OF LEASE

Subject to the terms and conditions set out hereunder and in consideration of the Rent (*as defined hereunder*) and other charges payable by LESSEE and relying upon the covenants, declarations and warranties of the Lessor set out hereinafter, LESSEE hereby agrees for the grant of the Lease Premises by the Lessor subsequent to, (a) Lease Registration, (b) handing over possession of the Lease Premises to LESSEE mentioned herein under this agreement and (d) subject to Rent free period.

2. LEASE TERM

- 2.1 In consideration of the monthly rent and other terms and subject to the terms and conditions agreed upon and hereinafter stipulated, it is agreed between the LESSOR and LESSEE that the lease in respect of the Lease Premises shall be for the term of **[9] (Nine) years** (hereinafter referred to as the "**Initial Lease Term**") commencing from execution of this Lease. LESSEE shall be entitled to 30 days rent free period from date of the Lease registration (hereinafter referred to as the "**Fitout Period**").
- 2.2 The Parties may by mutual consent renew the lease for the Lease Premises on terms and conditions as may be mutually agreed upon. Any such renewal shall be by way of a fresh Lease Deed that shall be duly stamped and registered.
- 2.3 The Lessor shall not be entitled to terminate this Lease Deed during the Lease period, (hereinafter referred to as the "**Lock-in Period**"), except as provided under Clause 12 of this deed. The Lessor understands that the lessee has put in a considerable amount for carrying on the business and therefore agrees that the Lessor has a Lock-in Period of entire term of this lease while Lessee has no Lock-in Period.
- 2.4 Immediate upon registration of Lease, the Lessor shall hand over the peaceful and vacant possession of the Lease Premises to LESSEE for commencement of, (a) interior construction work and fitting, (b) carrying out licensing obligations, if any and (c) all LESSEE's employees, workmen, officers and representatives shall have the exclusive right to use in all common areas including hallways, elevators, roadways, stipulated parking lots, etc.

3. PAYMENT OF LEASE RENT

3.1 LEASE RENT AND PAYMENTS

- (a) In consideration of the Lease, LESSEE shall pay to the Lessor from the Rent Commencement Date, a monthly rent of Rs. **14,500** (Rupees Fourteen Thousand Five Hundred Only), for the total carpet area of 200 **Square Feet** (hereinafter referred to as the "**Rent**"). The Lease rent shall be subject to an escalation by 15% on the last month rent end of every three (3) years commencing from the Rent Commencement Date, which is detailed in the table below:



Years	Escalation	Rent per month (in Rupees)
1 st – 3 rd year	0%	14,500
4 th – 6 th year	15%	16,675
7 th – 9 th year	15%	19,176.25

- (b) The Rent payable by LESSEE shall be paid in advance either by, (a) Cheque (payable at par) or (b) Online Money Transfer, on or before the 5th day of each calendar month.

Taxes

- (c) The Rent shall be, (a) subject to deduction of applicable taxes at source (hereinafter referred to as the "TDS") as required by law, (b) inclusive of all other applicable taxes, cesses, rates, levies, outgoings, ownership related charges, and any other charges payable by the Lessor related to property only to any association or any other public authority, (c) exclusive of, (i) service tax (which shall be payable by LESSEE in the event Lessor provides LESSEE with the Service Tax Paid Challan / Tax Invoice with all required details i.e., Service Tax Registration Number) (ii) those taxes specifically agreed to be borne by LESSEE, and (iii) all taxes related to the business of LESSEE.

Invoice and Receipt

- 3.2 The monthly Invoice for Rent must be submitted to LESSEE by the Lessor before the 5th day of each month, against which the payment of the Rent shall be made. For all the payments received towards Rent by the Lessor, the Lessor shall issue of "Rent Receipt" immediate upon receiving the Rent. Such Rent Receipt shall be deemed to be acknowledgement of receipt of Rent by the Lessor.

Outgoings

- 3.3 LESSEE shall pay such outgoings including utility charges as mentioned in the Schedule-II of this Agreement, for the period of the Lease Term.
- 3.4 The Lessor shall, within 30 (Thirty) days from date of execution of this Lease Deed, at its own cost, provide 5 KVA electrical load for the Lease Premises to cover air-conditioners, lighting, fans and other normal requirements of LESSEE. The LESSEE shall not be responsible for any costs, payments to be made to concerned authorities in this respect. For providing the aforesaid electricity load to LESSEE, Lessor shall alone be responsible for making all the payments to the concerned authority(s), including but not limited to electricity board, like security deposit, connection charges, charges for electrical meter & all/any other charges, etc..
- 3.5 LESSEE shall have a right to withhold the rent in the event the electrical load is discontinued, till such time period such load is restored and the operation of LESSEE is functional.
- 3.6 The Lessor shall pay all municipal and other taxes including property taxes, levies and charges and all outgoings present and future in connection with Lease Premises. The Lessor shall indemnify LESSEE from any claim, loss or liability arising out of the non-payment or delayed payment of such dues.
- 3.7 The Lessor shall provide sufficient water is available to LESSEE at the Leased Premises at all times, the supply of which shall be (a) continuous, and (b) without any delay.
- 3.8 The Lessor shall also pay all society/building maintenance charges including but not limited to, water charges, non-occupancy charges and any other charges till the date of possession by LESSEE and the same shall not be paid by LESSEE.

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[Signature]

3.9 The Parties hereby agree that, what is expressly not stated in the clause 3 of this deed as payable by LESSEE, shall be paid for and borne by the Lessor exclusively. In the event, the Lessor defaults in making payment of any of the amounts referred to in this clause, then LESSEE shall be entitled to make payment on behalf of the Lessor. In such case(s), LESSEE shall give to the Lessor 15 (fifteen days) days' Notice in writing to reimburse to LESSEE the said sums. If the payment(s) is/are not made within 15 (fifteen) days period, then LESSEE shall be entitled to adjust such amount against Rents payable to the Lessor.

3.10 Any liability incurred, whether known or unknown, before the effective date of this Deed shall remain the sole liability of the Lessor.

3.11 All rental payments shall be addressed to the Lessor at the address set forth in the description of Parties of this Deed, or at such other place as the Lessor may from time to time designate by an advance written notice of one month to LESSEE.

4. MAINTENANCE AND REPAIRS

4.1 As long as LESSEE continues to pay the Lease Rental described in this Deed document, the Lessor shall be bound to maintain the building, premises and all other immovable / movable property covered under this lease Deed so that the functioning, performance and/or services provided by LESSEE's business operations on the premises are not affected in any way, unless otherwise expressly agreed to between parties in writing.

5. SECURITY DEPOSIT

5.1 LESSEE shall pay to the Lessor as Interest Free Refundable Security Deposit (hereinafter referred to as "IFRS Deposit") for an amount of **Rs. 87,000/- (Rupees Eighty Seven Thousand only)** (hereinafter referred to as the "Security Deposit") to the Lessor. In the event of termination or expiry of this Agreement, the Security Deposit shall be refunded in full, without any deductions, by the Lessor to LESSEE, within 15 days of such termination / expiry.

5.2 In the event, upon the termination or expiry of this Lease Deed, the Lessor fails to refund to LESSEE the IFRS Deposit, LESSEE shall be entitled to,

- (a) claim interest @ 18% per annum from the date of expiry of the Lease Term, or sooner determination thereof, till the date of the actual refund of Security Deposit in full, and
- (b) retain possession of the Lease Premises without paying any rent, or any other charges for the same, and
- (c) use of the Lease Premises at the risk and cost of the Lessor,

till such time as the entire Security Deposit is repaid with interest at the rate of 18% per annum from the date of expiry or upon the termination or sooner determination of the Deed, to the date of actual repayment of the Security Deposit.

5.3 The operation of Clause 5.2 is without prejudice to LESSEE's rights under law to file any suits or actions before the appropriate courts/forums of law to obtain specific relief for any loss or damage caused due to the breach of the terms of the Lease Deed.

5.4 Any accrued charges payable by LESSEE to the Lessor under this Lease Deed shall be paid by LESSEE before release of the Security Deposit by the Lessor, provided further that any internal structural related damages to the Lease Premises caused by LESSEE, apart from normal wear and tear, shall be reasonably repaired by LESSEE before the date of handing over possession.



6. OBLIGATIONS OF LESSEE

- 6.1 LESSEE shall regularly pay the rent reserved under this Lease Deed and all the outgoings, and charges stipulated herein, within the time and in the manner, herein provided.
- 6.2 LESSEE shall use the Lease Premises only for running LESSEE's business of healthcare (which include purposes ancillary thereto) and/or relating to any other lawful purposes that the Lessor may be permitted to engage on the Lease Premises without the loss of any benefits statutorily available to the Lessor or adversely affecting the ownership or enjoyment of the Lessor of the Lease Premises.
- 6.3 LESSEE shall not make or carry out any additions and/or alterations to the building structure of the Lease Premises without prior permission, of the Lessor. LESSEE shall however be at liberty to, at its own cost, install and remove within the Lease Premises such medical equipment, office equipment, exchanges, wireless devices, electric and communication appliances including electricity generators, air conditioners, furniture, fixtures and fittings, and to carry out additional wiring, as necessary, to install machines or equipment for office use and other such conveniences, as are reasonably required by LESSEE for operating its business and which shall remain the property of LESSEE even after completion of Lease Term. While erecting and/or removing these improvements, if any structural damages are made to the Lease Premises, these shall be repaired by LESSEE at its own costs. On completion of the lease term, LESSEE may remove its equipments, machineries and other belongings from the Lease Premises.
- 6.4 LESSEE shall permit the Lessor or, its authorized Agents and employees to enter upon the Lease Premises to carry out repairs at reasonable hours on working days with prior written intimation of two business days to LESSEE to enable LESSEE or its representative to be present so as to afford such entry.
- 6.5 LESSEE agrees not to maintain any Ultrasound scanning machines in the premises.

7. OBLIGATIONS OF THE LESSOR

- 7.1 At any stage during the Lease Term, if LESSEE is required / constrained to stop operating in/from the Lease Premises on account of acts or omissions, including any deliberate action, inaction or negligence of the Lessor leading to business loss to LESSEE of the Lessor, thereby leading to,
- (a) statutory non-compliance with and/or violation of laws including, (i) laws, rules and sanctions relating building and/or Lease Premises, and (ii) orders of any governmental / quasi governmental / judicial or quasi judicial / regulatory authorities, and/or
- (b) closure of LESSEE's business on the said Lease Premises, necessitating LESSEE to vacate the Lease Premises,
- then, the Lessor shall compensate and indemnify LESSEE to the entire extent of, (i) business and allied losses, (ii) costs and expenses incurred towards establishing the business on the Lease Premises, which shall include (among other costs) expenditures relating to interior works, cabling, plumbing, flooring, immovable fixtures and furnishings, installation of equipment, (iii) costs towards obtaining necessary business, trade and industry licences and registrations, marketing and promotional expenditures, etc, (iv) cost incurred / to be incurred, towards shifting from the Lease Premises.
- 7.2 The Lessor shall not object or hinder such additions, alternations and renovations in the interior of the Lease Premises by LESSEE as necessary and commensurate with the purpose of the Lease. The Lessor shall permit LESSEE to carry out renovation, install and/or attach equipment, machinery, etc., as may be necessary, required, and/or commensurate for LESSEE's business purposes.
- 7.3 The Lessor shall pay annual Municipal Tax / Property Taxes and other taxes, levies, rates, license fees, charges and assessment payable in respect of the Lease Premises as of date and any such additional charges as applicable from time to time.

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7.4 The Lessor shall ensure LESSEE unlimited access to the Lease Premises twenty four (24) hours per day and 7 (seven) days per week, 365 (three hundred and sixty five) days a year (or 366 days in leap years), of operations and support services and infrastructure including electricity, water, power back up, security and lifts, and other available modes of access.

7.5 The Lessors permits LESSEE to install "L" shaped Glow sign board and display signages, hoardings, banners, trademarks, branding, service panels, directional boards, statutory notices, and any other displays at no additional cost on any internal or external surfaces of the Building, either affixed directly, by projections, or by erected devices. LESSEE shall be permitted to install the its Signage(s) at the Demised Premises at no extra cost in LESSEE's format:

(a) In the floor(s) occupied by LESSEE;

(b) External Building Signage,, e.g., on the façade of the Building and Building Directory at the entrance at the Ground Floor; and

(c) Ground Floor reception directory signage.

In the event, LESSEE is the majority occupant of the Building, then LESSEE shall enjoy the exclusive Signage, and naming rights on the facade of the Building.

7.6 Lessors shall extend all necessary co-operation to LESSEE to obtain any approvals or permissions required for this purpose from either municipal or other statutory bodies / agencies or societies. Provided further that any payments or taxes to be made for such display shall be borne exclusively by LESSEE. Any damages to the demised property on account of such displays or hoardings shall be repaired / rectified by LESSEE before Lessors shall refund the Security Deposit.

7.7 Electricity meters and power back up/ generator amounting to minimum 3 KV power will be provided by the Lessor for Lease Premises. Provided that the Rent Commencement Date shall not commence before these Electricity Meters / power back up/ generator of minimum 3 KV is provided. During the fit out period the Lessor shall provide uninterrupted power supply. In the event the power supply is not provided, the Rent Free Period shall be extended accordingly.

7.8 The Lessor shall not object for installation of any generator by LESSEE for the Lease Premises.

7.9 The Lessor shall issue valid Rent Receipts for payments made by LESSEE towards unpaid taxes or other statutory liabilities of the Lessor towards the Lease Premises, where continued non-payment may create any demand upon the Lease Premises which may lead Court or Government to attach the Lease Premises and/or disrupt fluent business operations of LESSEE. Upon LESSEE intimating the same to the Lessor, such payment shall be deemed appropriate payment of Lease Rent by LESSEE. Provided that LESSEE shall not pay any demand which is identified prior to making such payment by the Lessor as disputed.

7.10 The Lessor shall ensure that LESSEE receives all the agreed facilities against payment of Lease Rent, failing which LESSEE shall have the right to recover damages from the Lessor through reduction in rent or otherwise. Such facilities including but not limited to exclusive use and enjoyment of the common areas including: (a) rights to displays signages on internal & external surfaces of the Building, (b) adequate space for generator, (c) dedicated vehicular parking including four wheeler and two wheeler parking, (d) functional toilets, (e) sewerage line / water (corporation and bore well), (f) continuous water supply from all sources dedicated for exclusive use of Lessee, (g) Lessor painting the external walls and common areas of building before Rent Commencement Date, and (h) shutter for the main door



- 7.11 LESSEE will be absolved from any building related charges by the Lessor. Any other charges to any relevant body (except for electricity) shall be Lessor responsibility.
- 7.12 The Lessor hereby indemnify and hold harmless LESSEE against all charges, title, costs and claims of any nature whatsoever including claims, levies, fines and penalties imposed upon LESSEE by any Governmental or Regulatory Authority that may arise on account of non-compliance by the Lessor of such obligations. Further, the Lessor shall indemnify LESSEE to the extent of business loss suffered by LESSEE for any claims, damages to the property and/or its employees as a result of failure of the Lessor to fulfil its obligations due to the Lessor deliberate action, inaction or negligence despite notice from LESSEE. The Lessor shall keep the Building Insured against all calamities including third party liabilities.
- 7.13 The Lessor hereby represents warrants and assures LESSEE that the Lessor has good and valid title, with power and authority to grant this Lease to LESSEE and to arrive at all suitable agreements in respect of the Lease Premises or pertaining thereto. The Lessor hereby represents that the Lease Premises is free from all or any encumbrances and shall keep the Lease Premises free from all or any encumbrance during the subsistence of the Lease or any extension thereof. The Lessor shall not during the subsistence of this Agreement sell, transfer, charge, encumber or create any third party rights on the Lease Premises. The Lessor has obtained all consents, permission and approvals as may be necessary in law or otherwise, if any, to give effect this deed.
- 7.14 The Lessor shall indemnify, defend and hold harmless LESSEE against any claim, liability etc., that LESSEE may suffer as a result of any defect in title to the Lease Premises including legal and other expenses incurred in this regard. The Lessor hereby agrees and undertakes with LESSEE that in the event that the Leased Premises are sold, mortgaged, charged or encumbered, the said sale, mortgage, charge or encumbrance created will be subject to the rights of LESSEE under this Deed and that such rights are not to be affected or prejudiced in any manner, whatsoever.
- 7.15 In the event the Lessor fails to indemnify LESSEE or make good the loss suffered by LESSEE, then LESSEE shall be entitled to set off such loss by withholding the lease rent payable to the Lessor in respect of the Lease Premises.
- 7.16 The Lessor assures LESSEE that the Lessor has absolute right, title and interest in the Lease Premises and is competent to lease the same in terms hereof. The Lessor indemnifies and holds LESSEE free and saved harmless in respect of any defect in the title of the Lease Premises and covenants and assurances given by the Lessor. In the event of any defect in the title of the Lessor to the Lease Premises hereby Leased or any part thereof, the Lessor shall without prejudice to LESSEE's other rights, indemnify and keep LESSEE always fully indemnified and saved harmless through their property moveable and immovable against all damages, losses, costs and expenses occurring thereby to LESSEE.
- 7.17 The Lessor shall support LESSEE in obtaining all necessary permissions /licenses and approvals from the concern government authorities as required to carryout its Health Care Business activities in the Demises premises. If LESSEE fails to obtain said licenses /approvals in case of non-compliance by the Lessor then; LESSEE shall invoke the clause 7.1 of this deed.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties represent and warrant as follows:

- 8.1 LESSEE hereby assures that it has necessary power and authority to enter into this Lease Deed and perform the obligations as specified herein. Further the Parties confirm that they have complied with all requisite steps and taken all necessary action for the due execution and implementation of this Lease Deed.
- 8.2 The Lessor has complied with all the applicable laws in force pertaining to its title to the Land and the Lease Premises and the construction of the Lease Premises and appurtenant land and has procured all necessary licenses and permissions as required from time to time with respect to the Lease Premises. Copies of approvals and renewals thereto have been made available to LESSEE and based on these documents so submitted LESSEE has entered into this Lease Deed.



- 8.3 That the Lessor warrants and represents that it has good title and is the absolute owner of the Lease Premises and it has the full right, absolute power and authority to deal with the Land, the building and the Lease Premises, in respect of the Lease Premises upon the terms and conditions set forth herein. The Lessor has not entered into any similar agreement or arrangement with any person/persons for providing use and occupation of the Lease Premises to which LESSEE is entitled to under this Lease Deed.
- 8.4 That the Lease Premises are not subject to any *lis pendens*, suits, claims, encumbrances, claims of succession and disputes under Hindu Law, attachments of court or acquisition proceedings or charges, liens or mortgages of any kind.
- 8.5 That there is no tenancy claims in regard to the said Land/property, the Unit and the Lease Premises pending to the knowledge of the Lessor, threatened before any court, tribunal or authority.
- 8.6 That the Lessor has not entered into any agreement or arrangement for lease or sale or transfer of the Lease Premises with any Third Party. In case the Lessor seeks to sell or transfer its interest in the Lease Premises, it shall obtain written consent from LESSEE before effecting any transaction towards the same, provided that in case of any transfer of such ownership or interest, this current Lease Deed shall remain effective even after such sale or transfer of ownership and shall remain binding on any such new owner for the entire Lease Term as specified herein.
- 8.7 That there is no impediment for the Lessor to lease the Lease Premises under the Laws as prevalent.
- 8.8 That the Lessor shall not hinder the peaceful possession and enjoyment of the lease rights over the Lease Premises, and the entry into the Land and for the use of the Lease Premises, and into the common areas by the employees, representatives and agents of LESSEE subject to and in accordance with the terms of this Lease Deed.
- 8.9 That the execution, delivery and performance of this Deed will not conflict with, or result in breach of, or constitute default of any prior commitment or obligation, of either Party, and shall not contravene any applicable laws, covenants, agreements, understandings, decrees or orders by which the demised property may be bound or affected.

9. DISCLOSURE

In the event that any occurrence or circumstance comes to the attention of any of the Parties that render any of its aforesaid representations and warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have an effect of remedying any breach of representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Deed.

10. TAXES, STAMP DUTIES AND REGISTRATION

Both parties shall register this lease within 4 (four) months from the date of execution of this Lease Deed. Any stamp duty, registration charges or other fees, taxes or charges of any kind whatsoever pertaining to this Lease Deed and execution thereof shall also be shared equally by LESSEE and Lessor on 50:50 basis.

11. DEFAULT

- 11.1 In case a Party commits a material breach of any of the terms and conditions of this Agreement, the other Party shall give the defaulting Party, notice to remedy such breach within a period of 30 (thirty) working days from the date of the receipt of such notice by it. In case the defaulting Party fails to remedy such breach within the said stipulated period 30 (thirty) working days, then the non-defaulting Party may terminate this Agreement immediately.



- 11.2 The Lessor undertakes and agrees that in the event, bankruptcy, insolvency or liquidation proceedings are initiated against the Lessor, LESSEE shall under this Lease Deed continue to be binding on the purchaser / assignee / holder of interest of the Lease Premises without, in any way, affecting the smooth operation of LESSEE's business and operations. In case, there is any disruption of services to the business of LESSEE for reasons cited under this Clause, the Lessor shall compensate LESSEE any losses suffered due to such disruption.
- 11.3 All rights of remedies of either Party set forth herein are in addition to all other rights and remedies available to it at law. All rights and remedies available to the Parties hereunder or at law are expressly declared to be cumulative. The exercise by either Party of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by a Party hereunder or of any of non defaulting Party's rights or remedies in connection therewith. Neither Party shall be deemed to have waived any default by the other Party unless such waiver is set forth in a written instrument signed by non defaulting Party. If the Lessor waives in writing any default by Lessee, such waiver shall not be construed as a waiver of any covenant, condition, or agreement set forth in this lease except as to the specific circumstances described in such written waiver.
- 11.4 Notwithstanding anything contained in this agreement, in addition to the preceding Clauses, the Lessor shall in case of material breach under the terms of this agreement, shall indemnify LESSEE to the extent of the entire amount paid by LESSEE to the Lessor, which shall be calculated from the inception of this agreement. The decision of LESSEE, in this regard, shall be final and binding on the Lessor.

12. TERMINATION

- 12.1 Without prejudice to any other provision of this Deed, failure by LESSEE to pay the lease rent in line with the terms and conditions agreed herein, for a period of 8 (Eight) consecutive months, shall constitute an Event of Default and the Lessor shall be entitled to terminate this Lease Deed and refund the Security Deposit subject to adjustment of arrears of rent payable to the Lessor under this Lease Deed forthwith.
- 12.2 In the event of either Party defaulting in their respective obligations contained in this Lease Deed, the aggrieved Party shall give to the defaulting Party a written notice to remedy the breach within a period of 30 (thirty) days ("Cure Period") from the date of receipt of such notice, and in the event defaulting Party fails to remedy the breach within the said Cure Period, then the aggrieved Party shall be entitled to terminate the Lease Deed forthwith.
- 12.3 This Lease Deed is terminable by LESSEE by giving three (3) months prior written notice of termination without any reason, where forth the Lessor shall immediately return the IFRS Deposit, following which LESSEE shall hand over vacant possession of the Lease Premises.
- 12.4 Upon expiration or termination of this Lease Deed, or any renewal thereof, and refund of the Security Deposit as herein provided, LESSEE agrees peaceably to remove its movable personal property and trade fixtures from the Lease Premises and surrender the Lease Premises to Lessor.
- 12.5 The Lessor on refunding the interest-free Security Deposit as herein provided and terminating this lease in accordance with the provisions herein, may re-enter and take possession of the Lease Premises.

13. NOTICES

Any demand for payment or notice required to be made or given by the parties to this lease shall be sufficiently made or given if sent by that party to the other by Acknowledged Deliver at any and/or all the contacts as follows:



Lessor

Plot No.22, Banjara Hills, Road No.14, Near
Nandi Nagar Bus Stop, Beside Sri Chaitanya Star
Kids School, Hyderabad – 500 034.

For Attention of:

Dr. P Sanjeevan Nehru.

- Phone: 9603446341
- Email: navitha99@gmail.com

Lessee

Apollo Health and Lifestyle Limited
No.1-10-60/62, Ashoka Raghupathi Chambers,
5th Floor, Begumpet, Hyderabad - 500016,
Telangana.

For attention of:

Mr. Ravindra Kumar

- Phone: 040-49047749
- Email: Ravindra.Kumar@apollohl.com

14. HOLDING OVER

Lessors shall provide to the Lessee a period of six (6) months upon the completion of the Lease term or the extended term or termination, for handing over the leased property to the Lessor. However, the Lessee shall be liable to pay the Lease Rental and all other charges as specified in the Lease Deed during such period. That in case the Lessee fails to hand over the Leased Premises to the Lessors on the expiry aforementioned vacation period of six (6) months, then the Lessor shall be entitled to deduct the unpaid rentals as per actual from the Security Deposit .

15. ENTIRE LEASE DEED

15.1 It is mutually acknowledged and understood that this Lease Deed hereto constitutes the entire Lease Deed of the Parties with respect to the Lease Premises and would supersede all oral and written understanding and agreement with respect thereto and shall govern the validity, interpretation, performance and enforcement of this Lease Deed.

15.2 This Lease Deed is executed in two copies, both of which together shall be deemed to constitute the original document.

15.3 In this Lease Deed:

- (a) Any reference to any statute and other legislation shall include statutory instruments, regulations and orders issued under the legislation and, where the context requires:
 - (i) all amendments, re-enactments or consolidations thereof; and
 - (ii) the provisions of any earlier statute or other legislation of which the said reference is itself an amendment, re-enactment or consolidation;
- (b) Words denoting one gender include all genders;
- (c) 'person' includes any individual, partnership, firm, body corporate, government, governmental body, authority, agency, unincorporated body of persons, association, corporations or trusts;
- (d) clauses and paragraph headings are inserted for case of reference only and shall not affect construction;
- (e) reference to the Recital, Clauses, Sub-Clauses, Paragraphs, Sub-paragraphs, Annexure and Schedules are to the recital, Clauses, sub-Clauses, paragraphs, sub-paragraphs, Annexure and schedules of and to this Lease Deed;
- (f) the words "include", "including" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words;
- (g) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;



(h) reference to a "consent/approval" shall include authorizations, appraisals or similar approvals. And all such similar consent approvals shall strictly in writing.

15.4 The descriptive headings of the various clauses of this Lease Deed are inserted for conveniences only and do not constitute a part of this Lease Deed.

16. RELATIONSHIP OF PARTIES

Neither this Lease Deed nor any part thereof is to be construed as creating a joint enterprise, a partnership or any other relationship except that of Lessor and Lessee.

17. INDEMNITY

The Lessor hereby indemnifies and agrees to keep indemnified and hold harmless, the Lessee from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action, which may arise as a result of:

- a) breach or non-observance or misrepresentation of the obligations of the Lessor under this Lease Deed;
- b) any act omission or misconduct or negligence of the Lessor its agents, licensors, representatives and invitees at the Lease Premises including obtaining appropriate permission for landuse and the Lessor herewith confirms to make good the business losses in case of shutdown forced upon the Lessee due to the violations of Lessor.
- c) enforcing payment of any monies due under this Lease Deed;
- d) any Service Tax or any other tax, levy, cess etc of a similar nature which may be or become chargeable or imposed by the competent authorities in respect of any payment (whether Lease Rental or otherwise) made by the Lessee;
- e) any non-compliance of any and all requirements as may be imposed on the Lessor of the Lease Premises by any statute now or hereafter in force and any bye-laws, orders, rules, regulations, requirements and notices there under of any government, Municipal Authority, any other authority, department etc.

The LESSEE agrees that in the event of happening of any of the events as stipulated in sub clauses a, b, c, d and/or e above, the obligation of the LESSEE to pay the monthly Rent to the LESSORS does not get suspended and the LESSEE shall continue to be liable to make the Rent payment to the LESSORS.

The LESSEE acknowledges and accepts any liability arising out of any loss caused due to any municipal/local/third party on account of any unapproved occupancy of the existing lease premises/shop which is the schedule lease property.

18. ASSIGNMENT, SUBLETTING AND PARTITION

18.1 LESSEE is permitted to grant leave and license of the Leased Premises or any part thereof, to any entity falling within Apollo Group/Sister concern/Associate Company(s). Lessee also permitted to grant leave and license, assign, let, sub-lease, grant leave and license or part with possession of the Lease Premises or any part thereof to any entity with which they are undertaking business and/ or business associate for Cradle and/ or any other business entity for providing facilities like coffee shop, kids shop, etc that are essential for effective operation of the Lessee's business in the Leased Premises.

18.2 The Lessor shall be entitled to transfer mortgage or dispose of its interest in the said Lease Premises in any manner including sale, inheritance, bequeath, creation of charge, partition, gift, mortgage, etc. provided that in case of any such transfer of interest by the Lessor, this Lease Deed shall continue to be binding on the purchaser / assignee / holder of interest of the Lease Premises without in any way affecting the smooth operation of LESSEE's business. In case there is any disruption of services to the business of LESSEE for reasons cited under this Clause, the Lessor shall compensate LESSEE any losses suffered due to such disruption. Such transfer shall be provided by written intimation to LESSEE by the Lessor. In case there is any disruption of services to the business of the Lessee for reasons cited under this clause, the Lessor shall compensate the Lessee any losses suffered due to such disruption.



18.3 In the event the tenants other than Lessee is desirous of terminating the agreement(s) giving right of lease, sub lease, leave and license, assignment and letting, the Lessor shall offer the Lease Premises with the said rights to the Lessee, with Lessee having the first right of refusal to such proposal, at such rate equivalent to the rate as agreed under this deed.

19. QUIET ENJOYMENT

19.1 LESSEE upon paying the rent and all other sums, as provided in this lease, and observing all covenants, warranties, agreements and conditions of this lease, shall have quiet and peaceful enjoyment of the Lease Premises during the term of this lease or any renewal thereof without any hindrance or any disturbance by the Lessor and/or any one claiming under or through the Lessor.

20. SEVERABILITY

20.1 It is agreed that if any of the provision of this Lease Deed are declared null and void and are of no force and effect for any reason, such determination shall not affect the other provisions of this Lease Deed, which shall remain in full force and effect.

21. INSURANCE

21.1 LESSEE may, if it wishes, obtain at its own cost, any insurance cover in respect of its goods and belongings in the Lease Premises and in respect of a claim under such insurance, LESSEE shall be entitled to receive and retain any amount settled by the Insurer. However the Insurance of the Lease Premises shall be taken by the Lessor and shall keep it valid and subsisting throughout the period of occupation of the Lease Premises by LESSEE.

22. DISPUTE

22.1 Any dispute or difference between the Parties with regard to this Lease Deed and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within thirty (30) days, all such disputes or differences whatsoever, shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Hyderabad, Andhra Pradesh, India. The governing law will be the Laws of India.

22.2 The Parties agree that the dispute shall be referred to a Sole Arbitrator to be nominated mutually by both parties whose decision shall be final and binding on both the Parties.

23. JURISDICTION

23.1 Without affecting the validity of Arbitration clause hereinabove, all matters connected and related to this Lease Deed shall, in all respects, be subject to the exclusive jurisdiction of the courts at Hyderabad, State of Telangana.

24. FORCE MAJEURE

24.1 If either party is unable to fulfil its obligations under or to enjoy the benefits conferred by this Lease Deed as a result of an event outside its control, including interference by any government department or any competent authority, any strikes, lockouts or trade disputes (other than those involving a party or their employees), fire, explosion, flood, change in law, civil disturbance, national calamity or other acts of God, it shall notify the other party and use reasonable efforts to overcome the difficulties arising from such a force majeure event.

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- 24.2 If the force majeure event continues for a period of 1 month then; either Party can terminate this Lease Deed and the Lessor shall refund the security deposit upon simultaneously handing over of the Lease Premises by LESSEE. No other consequences shall be applicable for termination due to force majeure. Neither party shall be liable for any failure or delay in performance of its duties and obligations under this Deed if such failure or delay is caused due to force majeure event.
- 24.3 If the Lease Premises damaged by fire or strikes, lockouts, trade disputes or other acts of God or other casualty, Lessor shall as soon as practicable after such damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at the expense of Lessor, and the Rent and Reimbursements payable by Lessee hereunder shall be reduced in proportion to the gross floor area of the Lease Premises which is unusable by Lessee, as reasonably determined by Lessor, until such repairs are completed; provided, however, that Lessor shall only be required to repair or rebuild Lease Premises to be provided by Lessor as described in Schedule.

IN WITNESS WHEREOF, the Lessor and LESSEE have read and understood this Lease Deed and have executed the same in duplicate under seal as of the day and year first above written, by their duly authorized representatives pursuant to a Resolution passed at their respective Board Meetings, certified true copies of which have been verified by both Parties.

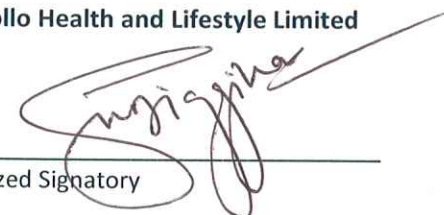
SIGNED, SEALED, DELIVERED BY AND BETWEEN:

Lessor

For Apollo Health and Lifestyle Limited



Authorized Signatory



Authorized Signatory

Witnesses:

1.

2.

Witnesses:

1.

2.

SCHEDULE 1
DESCRIPTION OF LEASE PREMISES

All that part of Plot bearing No.36, admeasuring 431 Square Yards or equivalent to 360.3 Square Meters, in Survey No.36/A, 36/B, situated at Manikonda Jagir, Village & G.P, Rajendranagar Mandal, Ranga Reddy District, Telangana State and letting out a **fitted out space admeasuring 200 square Feet carpet area** situated at ground floor bounded by:

North By: 40'-0' wide road

South By: Plot No.33

East By: Plot No.35

West By: Plot No.37

PARKING

The Lessor confirms that he has no objection for lessee to park vehicles in front of the outlet and in the cellar exclusively provided for parking.

SCHEDULE 2

Charges Payable by Lessee

1. Telephone Bills
2. Electricity Bills
3. Other outgoings

