

Office of the Registrar of Companies 2nd Floor, CPWD Building Kendriya Sadan, Hyderabad, Telangana, India, 500195

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U74999TG2017PTC114161

I hereby certify that the name of the company has been changed from CENTER FOR EXCELLENCE IN MEDICAL SERVICES PRIVATE LIMITED to TENET MEDCORP PRIVATE LIMITED with effect from the date of this vificate and that the company is limited by shares.

Company was originally incorporated with the name CENTER FOR EXCELLENCE IN MEDICAL SERVICES PRIVATE LIMITED.

Given under my hand at Hyderabad this Twenty fifth day of October two thousand eighteen.

DS MINISTRY
OF CORPORATE
AFFAIRS 24

RAMESH CHANDRA MISHRA

Registrar of Companies
RoC - Hyderabad

Mailing Address as per record available in Registrar of Companies office:

TENET MEDCORP PRIVATE LIMITED

54, Kineta Towers, Journalist Colony, Road No.3, Banjara Hills, Hyderabad, Hyderabad, Telangana, India, 500034





ಆಂಧ್ರವದೆ ೯ आन्ध्र प्रदेश ANDHRA PRADESH rial No:29942 - Denomination: 50 Date 19-11-2020

Serial No: 29942*
Purchased B#:
V PRABHU KISHORE
S/O LATE V KESAVA RAO
CHOWDAR
VISAKHAPATNAM

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VARUN MOTORES PVT LTD VISAKHAPATNAM Stamp S. no AG 855935

Sub Registrar
Ex. Offico Stamp Vendor
SRO Visakhapatnam(R.O)

LEASE DEED

This AGREEMENT of Lease is executed at Hyderabad on day November 20, 2020 by and between:

M/s. VarunMotors Pvt Ltd, having its Registered Office at 7-8-1/1, Varun Towers, Siripuram, Visakhapatnam-3 represented herein by its Chairman Mr. V. Prabhu kishore Sto. Late V. Kesavarao Chowdary (Hereinafter referred to as "LESSOR" which expressions shall, wherever they occur in this DEED and unless repugnant to the subject or context, mean and include not only the persons named herein as such, but also their respective successors-in-interest, heirs, executors and administrators)

(hereinafter collectively referred to as the "LESSOR" which expression shall unless it be repugnant the meaning and context there of mean and include its heirs, executers administrators, successors in title and assigns.)

LESSOR

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LESSEE

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ಆಂದ್ರವನೆ आ-ध प्रदेश ANDHRA PRADESH Serial No:2993 Denomination: 50 Date 19-11-2020

Serial No: 29937
Purchased By:
V PRABHU KISHORE
S/O LATE VIKESAVA RAO
CHOWDARY
VISAKHAPATNAM

For: VARUN MOTORES PVT LTD VISAKHAPATNAM Stamp S. no AG 355936

Sub Registrar
Ex. Offico Stamp Vendor
SRO Visakhapatnam(R.O)

AND

M/s. Tenet Medcorp Private Limited, having its Registered Office at 54, Kineta Towers, Road No.3, Banjara Hills, Hyderabad – 500 034, represented herein by its Director Mr. Suresh Devineni S/o Mr. Srinivasarao Devineni (Hereinafter referred to as "LESSEE" which expressions shall, wherever they occur in this DEED and unless repugnant to the subject or context, mean and include not only the persons named herein as such, but also their respective successors-in-interest, heirs, executors and administrators)

WHEREAS:

1. WHEREAS the Lessor is the sole and absolute owner and in possession of the 2nd floor in the complex known as "VARUN VIP" which is constructed in Municipal Premises Nos.

B.A.No.10056/06/ACP II/G2, situated at Varun Towers, Siripuram, Visakshapatnam, Andhra Pradesh.

D.No. 9-14-13/2, Plot No 75, on TS No. 71 F 1036 post, VISAKHAPATNAM - 530003.

AND WHEREAS the Lessor has agreed to grant and the Lessee has agreed to accept the part of the 2nd floor in the complex known as "VARUN VIP" which is constructed in Municipal Premises Nos.B.A.No.10056/06/ACP II/G2, situated at Varun Towers, Siripuram, Visakshapatnam, Andhra Pradesh, total carpet area (approx. 2200 sq. ft.), hereinafter referred to as the Leased premises, for commercial use.

LESSEE

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- 3. The Lessee is engaged in the business of Medical Laboratory and Diagnostic Services under brand name of "Tenet Diagnostics" and has approached the Lessor to obtain the premises on lease to set up its Medical Laboratory and Diagnostic services facility.
- 4. The Lessor has given the right to lessee to sub-lease the property if required, for not more than the agreed rental price with prior intimation to Lessor, however if the sub-lease is given for more than the agreed rental price the difference rental will go to the Lessor. The Lessee is hole and sole responsible for the rental of the premises.

NOW, THEREFOR, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREINAFTER CONTAINED THE PARTIES HERE TO HEREBY AGREEE AS FOLLOWS:

The Lessor hereby acknowledged having granted to the Lessee, the lease of the 2nd Floor of the building bearing of the complex known as "VARUN VIP" which is constructed in Municipal Premises Nos. B.A.No.10056/06/ACP II/G2, situated at Varun Towers, Siripuram, Visak hapatnam, Andhra Pradesh. (Described in detail in the schedule annexed hereto and hereinafter referred to as the SAID PORTION) to hold the same to the Lessee for the period of 9 (Nine) years from the date of this Agreement, subject to the following terms and conditions:

The Lessee hereby agrees with the Lessor as follows:

1. LEASE AND ESCALATION

LESSOR

I. The Lessee shall pay a monthly Lease at Rs.75,000/- (Rupees Seventy Five thousand Only) inclusive of taxes and GST, water charges and building maintenance charges etc., except electricity consumption and proportionate diesel consumption for generator. It is further clarified that the Lessee shall not be required to pay charges for the car parking area forming part of the Schedule Premises. The Lease rent shall be payable in advance on or before the 10th day of each calendar month for which month Lease is payable. Lease shall be paid for each calendar month into the bank account of the Lessor, subject to applicable tax deduction at source in accordance with laws for the time being in force.

II. The Lease payable by the Lessee shall stand increased by 15% (Fifteen) over the last paid Lease on progressive basis at the end of every three years of the Term.

Lease Period	Lease Rent per month
01-01-2021 to 31-12-2023	
(1st Period of 3 Years)	75,000
01-01-2024 to 31-12-2026	
(2nd Period of 3 Years)	86,250
01-01-2027 to 31-12-2029	
(3rd Period of 3 Years)	99,188

III. In case of pandemic or covid-19 lockdown situation in future the tenant in any case will not withhold but continue to pay rent any concession/ rebates/ requests shall be made by in future rents that too with the consent of landlord.

2. SECURITY DEPOSIT

- I. The Lessee has paid Rs.2,40,000/- (Rupees Two Lakhs and Forty Thousand Only) to Lessor towards interest free refundable Security Deposit in the following manner drawn on HDFC Bank Cheque No:00109 dated 18.11.2020 as an assurance and a security on behalf to the Lessee to duly and diligently observe, perform and comply with all the terms and conditions of this Agreement.
- II. The Security deposit without any interest shall be refunded to the Lessee through a demand draft/pay order payable at Hyderabad or in any other manner indicated by the Lessee consequent up on expiry or earlier termination of the lease of the Schedule Premises, up on the Lessee handing over physical vacant possession of the Schedule Premises to the Lessor.

3. <u>DELIVERY OF POSSESSION</u>

The Lessee shall handover possession of Schedule Property from the date of signing of this Agreement and Lessor shall complete above mentioned work within 30 days from the date of signing of this Agreement. Lessor hereby granted Lessee Free Period from the date of signing of this Agreement to enable the Lessee to do interior works.

4. ELECTRICITY

The Lessee shall duly and punctually pay charges for electricity consumed, and all other In accordance with bills that may be issued by the concerned authority or any other Statutory authority every month.

LESSEE

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5. CONVENANTS OF THE LESSOR

- I. The Lessor makes the following covenants and representations to the Lessee, on the basis of which the Lessee has agreed to take Schedule Premises on lease and agreed to the terms hereinbefore and hereinafter specified.
- II. That the Lessor has full and clear title to the Schedule Premises and that the Lessor's title to the Schedule Premises is free from any and all encumbrances, liens and charges of any nature whatsoever;
- III. That subject to the Lessee having complied with its obligations under this Agreement, the Lessee shall be entitled to quiet, peaceful and uninterrupted possession and enjoyment of the- Schedule Premises for the Term without any let, hindrance or obstruction by the Lessor or any previous tenants of the Schedule Premises or their agents or servants or anyone claiming through or under them, subject to payment regular monthly rents by the lessee;
- IV. That the Lessor does not have any dues of taxes in respect thereof, of any nature, in respect of Schedule premises.
- V. That in the event the ownership of the Schedule Premises is transferred by the Lessor, it shall be ensured that the terms of this Agreement remain valid and in force and the Lessee shall at torn its tenancy to any transferee on the same terms and conditions contained herein; and

6 OVENANTS OF THE LESSEE

- I. The Lessee hereby covenants and warrants:
- II. That the Lessee shall use the Schedule Premises with the standard degree of care normally expected of a tenant, and preserve the same in good and tenantable condition, normal wear and tear is expected and accepted and shall handover in the same condition.
- III. That the Lessee shall use the Schedule Premises only for the purposes for which it is leased;
- IV. That the Lessee shall obtain, and keep validated all licenses, permissions, approvals, consents, statutorily prescribed either under state or local laws or required to establish, maintain its business unit at Visakhapatnam and/ or to carry on its business activities at Visakhapatnam and alone accountable for all the consequences for the non-compliance of the statutory obligations and keep the Lessor indemnified against all costs, damages, losses, expenses, fines, levies, penalties and prosecutions arising there from:

LESSEE

- V . That it shall duly and punctually pay the Lease and electricity charges, ACD and all other amounts payable under this Agreement; or statutorily and all amounts payable on account of the business being carried out by the Lessee:
- VI. That the Lessee shall not do or cause to be done any act or deed or thing likely to adversely affect or interfere with any structural component, safety, stability of the building.
- VII. Parking: a designated car parking for 1(One) car and 4 (Four) two wheelers shall be provided.
- VIII. Lessee is permitted by Lessor to display its business signboard, display boards etc. on the building at appropriate places by obtaining necessary permissions from the concerned authority, and in consultation with Lessor.
- IX. The Lessee shall carry out all minor repairs necessary, painting in respect of the Premises periodically at its own cost and expense and make good the loss suffered on account of the usage of the Lessee;
- X. The Lessee has no right to obtain any loan or any financial arrangement from any bank or financial institution against the Lease agreement and schedule Property under any circumstances.
- XI. The Lessee shall indemnify and keep indemnified the Lessor against all such losses, damages, claims that may arise on account of the activity of the Lessor at the schedule Premises.
- XII. The Lessee alone accountable for any loss suffered on account of untoward incident, fire accident, riots, etc., at the Schedule Property and alone responsible for all civil, criminal consequences arising on account of such incident.
- XIII. The Lessee alone shall take all precautionary and safety measures at the schedule property and alone responsible for non-compliance thereof.

7 NOTICE PERIOD

- I. The Lessor has agreed to let out the scheduled premises exclusively to the Lessee and the Lessee has also agreed to take the same on Lease on monthly Lease basis for a period of 9 (Nine) years commencing from the date of handover of the Premises.
- II. The lease can be renewed for further period on such newly agreed terms after expiry of initial 9 Years by executing and registering a fresh deed.

III. Neither Party shall not terminate the Lease for a period of 2 years (Lock-in-Period) from the date of lease.

LESSEE

- IV. Post Lock-in-Period, Lessee shall have the right to terminate the Lease Agreement any time after the expiry of Lock-in-Period by giving 3 months' written notice to the Lessor. Post Lock-in-Period Lessor has no right to terminate the Lease Agreement; however, this Lease Agreement may be terminated by the Lessor in case Lessee fails to pay Lease for 3 months consecutively by giving written notice to Lessee.
- V. In the event of non-payment or delayed payment of Lease for three consecutive months by the Lessee a notice shall be issued by Lessor and in case Lessee has not cured the same within 30 days' time, Lessor is not required to issue separate notice for termination.

8 COMMUNICATIONS AND NOTICES

Except as otherwise provided herein, all notices under this Agreement shall be in writing and shall be sent by the registered post acknowledgement due, by hand or by courier, or by facsimile transmission to the applicable Party at the address first mentioned in this Agreement.

Any notice, document or communication:

Delivered by hand or by courier is deemed to be received at commencement of the day next following delivery to that addressee; and

Sent by facsimile transmission is deemed to be received contemporaneously with the receipt by the sending Party of an electronic confirmation of transmission of the notice to that addressee.

9 STRUCTURAL CHANGES

Lessor shall under take all structural related repairs and changes, if any. Lessee shall not to make any structural additions, alterations or improvements to the said portion without the previous consent of the Lessor in writing, If the Lessee should do so, they shall not be entitled to claim adjustment of the amounts so spent by them in rents or otherwise, and the Lessor will not be called upon to reimburse in any manner whatsoever, and the said additions or improvements shall ensure to the benefit of the Lessor. However, the Lessee is specifically permitted to make any interior decoration of their choice without in any manner damaging the original structure. If any damage is caused to the said portion or any portion thereof the Lessee shall repair the same and make good the damage.

10. DISPUTE RESOLUTION

The Parties shall attempt to amicably settle any dispute arising out of this Agreement (the "Dispute"). Either Party may give written notice of a Dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party. All the disputes with regard to this lease is Subject to Hyderabad jurisdiction only

LESSEE

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SCHEDULE OF THE LEASE PROPERTY

All that thehalf portion of the 2nd floor of the complex known as "VARUN VIP" which is constructed in Municipal Premises Nos. B.A.No.10056/06/ACP II/G2, inSy. No. 71 & 1036, situated at Vasan Towers, Siripuram, Visak hapatnam, Andhra Pradesh.
D.No.9-14-13/2, PLOTNO: 75, VIP Road

IN WITNESSES WHERE OF the parties herein have signed this deed in token of acceptance of the contents there of in the presence of the WITNESSES set forth herein below

LESSOR:

For Varun Motors Private Limited

V.Prabhu Kishore Chairman

LESSEE:

For Tenet Medcorp Private Limited

Suresh Devineni Director

WITNESSES:

1.

2.