#### Receipt (pavti)

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1	गावाचे नाव: विरार			
ł	दस्तऐवजाचा अनुक्रमाव∷ वसई4-5	878-2022		
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	मोबदला रु.25428/-			
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	2) देयकाचा प्रकार eChallan रइ			
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#### AGREEMENT OF LEAVE AND LICENCE

THIS AGREEMENT OF LEAVE AND LICENCE is made and entered into on this 23 day of MAY.

## BETWEEN

M/s D.G. Land Developers Private Limited, a Private Limited Company, having its address at 1<sup>st</sup> Floor. Sheetal Krupa. Aarey Road, Goregaon East, Mumbai 400 063;hereinafter for sake of brevity referred to as "THE LICENSORS"(where expressions shall unless be it repugnant to the meaning or context thereof here deemed to mean and include its successors and assigns) of the FIRST PART.

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#### AND.

MESSERS UNITED FOREVER LLP, a Limited Liability Partnership Firm, duly registered under the The Indian Partnership Act, as amended from time to time and having its registered office at B-101, 1" Floor, Tania Regency CHSL Near Dubey Medical College, Link Road Circle, Village Achole, Nalasopara (Fast), Dist:Palghar-401209 repre- sented by its Designated Partner/s 1. Dr. Abdul Rahman Chockliary, 2. Dr. Arvinckumar Surendra Singh, 3. Dr. Amit Tiwari, 4. Dr.Amol S. Raut, 5. Dr. Sachin S. Dhamne., duly authorised by all Partners: herein- after for the sake of brevity referred to as "the Licensees" (which expression shall unless be it repugnant to the meaning or context thereof be deemed to mean & include its present and future partners, survivors of them, their respective heirs, legal representatives, administrators, successors and assigns) of the SECOND PART.

#### WHEREAS:

(A) The Licensors are the lawful Owners and are well seized and possessed or outcovriets to basis and otherwise well and sufficiently entitled to the Communical Premises viz:All that Commercial premises bearing Unit No. 9, comprising of Ground – 3 Upper Mark Mark

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Floors, in aggregate admeasuring 9676 square feets carpet area or thereabouts, respectively located on the abovesaid floors, of the Building known as "SHEETAL ANJALI", situated at Virar, located on the property bearing C.T.S.No.241 & 242, at Revenue Village:Virar, Taluka & District:Palghar (thereinafter for the sake of brevity referred to as "The Said Licensed Premises").

(B) The Licensors' title to the said licensed premises is absolute elear and free from encumbrances and that they are fully empowered to the give/let out the said licensed premises on Leave and Licence basis for lawful commercial purposes such as 'Hospital', since its caters to the VVCMC Norms/Statutory Norms & Stipulations, pertaining to the same.

(C) The Licensees have expressed the need for the Use & Occupation of the said Licensed Premises for the purpose of makeover & renova- tion of the same and eventual setup as Hospital Facility in the proposed name & style as 'RADIANT HOSPITAL' only and thereafter approa- ched the said Licensors and on simultaneous inspection of the said licensed premises & the perusal of all the Title documents & on been fully satisfied the prevent that requested the Licensors to provide the licensed premises as more particularly described in the Schedule\_hereunder written, for the

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aforesaid Hospital Set-Up and allied purposes and made the following representations & gave the following assurance ,to the Licensors as under:

a) That this Leave and Licence shall commence effectively on and from 01<sup>st</sup> day of June. 2022, for a period of 60 months only, full lock in period since commencement to expire by efflux of time on 31<sup>st</sup> Day of May, 2027.

b) That without fail, the Licensees shall vacate the said Licensed premises & remove themselves, all their medical equipments, hospital bads, hospital furniture, fixtures, goods & articles/things, telephone connection/s & medical devices, medicines stock etc, other installa- tion/s (if any), along with their doctors, nurses, nursing staff, peons, security personnel, employee/s, servant/s and agent [if any], sharply on or before the expiry of the Licensed period &/or on the earlier termi- nation thereof under & pursuant to the other agreed terms of these presents. The Licensees proposes to renovate the Licensed premitive fluxtures made up of brickwork, cement, glass, wood wooden partition similaliagnostic apparatus & machines/medical equipments & upon termination or determination restore the Licensed Machines/medical

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Premises in original condition by removing such fixed and loose medical fixtures, as aforesaid.

c) The Licensees shall not violate the terms of license and shall not act dishonestly, but act honestly strictly as per terms of this Licence only and not otherwise.

d) That the Licensees shall not claim protection of any provision of the Maharashtra Rent Control Act,1999 (as amended upto date):the Central Rent Control Act (proposed) or claim tenancy or lease or any other right, title, interest & estate & or any similar right and interest in any way or manner whatsoever in respect of the said Licensed premises or any part portion thereof and/or in respect of the amenities conve- niences and facilities enjoyed thereto.

And upon considering the aforesaid request and representations of the Licensees, the Licensors, have decided & agreed to grant to the Licensees the temporary Leave & License for the fixed period of 60 months (full 60 months lock-in period) in respect of the Licensed Premises for their use as Hospital Facility in the specific name & style as **"RADIANT HOSPITAL"** for the sole purpose of providing anedical treatment and medical aid facility hospital facility to the public at large & for no other purpose whatsoever.

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That as mutually agreed the Licensors are granting to the Licensees, the Leave and License for a temporary fixed period of 60 months, to begin on and from 01<sup>4</sup> day of June, 2022 upto 31<sup>+</sup> day of May, 2027 (lock-in-period since inception till end), on certain terms & conditions hereby agreed by & between the parties as hereinafter appearing:

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. "LICENCE": The Licensors have granted to the Licensees, a temporary Leave & License for the fixed period of 60 months only, which shall commence on and from 01<sup>st</sup> day of June, 2022 & expirying on 31<sup>st</sup> day of May, 2027, (Fixed Lock-in Period) to use the said licen- sed premises, for use as Hospital facility in the name of "RADIANT HOSPITAL" for the purpose of providing Medical Assistance/treat- ment to the Public at large with the condition precedent of Full Five Years Lock-in Period, as stated hereunder, subject to other terms & conditions, of this presents & the Licensees, admit & acknowledge, the receipt of the grant of the such permissive user of the Locenseet prefines, as described aforesaid.



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2. **"FITMENT PERIOD":** The Parties hereto agrees and records that there will be a mutually agreed fitment period granted by the said Licensors to the said Licensees herein from 23" May, 2022 and till 31<sup>st</sup> May, 2022, wherein the said Licensees will be delivered the permissive possession of the licensed premises for bringing in Furnitures and Fixtures & renovating the said Licensed premises as 'Hospital' facility & bringing in and fixing necessary furniture/s. fixture s, medical equip- ment s machines, diagnostic machines etc, for the purpose of establish- hing a hospital facility at the said licensed premises. The Parties agrees that there will be No License Fees payable for the abovesaid Fitment Period as mentioned hereinabove, by the Licensees to the said Licen- sors herein.

3. **"LICENSE FEES":** The Licensees for the use of the Licensed Premises shall without fail and/or default pay to the Licensors, the net License fees amount (a) Rs.7.11,000/- (Rupees Seven Lakhs Eleven Thousand Only), every month, from the commencement of this Licence viz:01° June, 2022 till 31° May, 2027, in the manner as stated herein, as provided hereinbelow, as per Annexure \_\_\_\_\_\_ (with prior deduction of the applicable T.D.S. amount/s, therefrom time to time, as per I.T. Rules) with 5° e escalation-increment in the abovesaid Licence Fees every 36 months from commencement of this ficense

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viz:01<sup>st</sup> June. 2022, during the entire tenure of this presents. The License fees shall be paid by the Licensees, by account payee chequers, in the name of the Licensors, on or before 10<sup>st</sup> day of each month, in advance. It is clarified herein that after the deduction of the T.D.S. Amount/s (as applified) therefrom from time to time, by the Licensees, the Licensors shall be paid, the net license fees amount(s) as stated hereinbelow. It is further mutually agreed and provided that the 60 Post dated Cheque's for the License Fees [Less Deduction of the T.D.S. Amount (applified) as per L.T. Rules)] for the Fixed 05 Year Lock-in-period (as stated herein) shall be delivered to the Licensors on the execution & regist tration of this presents, under and pursuant to the agreed terms & the Licensees) shall honour the same and cause the payments in respect there it to the Licensors without fail. The details of payment terms of the license fees are as under:

(a) The Licensees shall pay to the Licensors, license fees & the increased licensed fees, on or before the  $10^{6}$  of every English calendar month for that license month in advance directly by honouring/handing over an Account Payes Cheque, in that behalf, in the manner mentioned below for the permissive use and occupation of the said Licensed Premises.

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(b) It is further agreed between the parties that there shall be an increment in the payable License fees amount at the rate of 5% (five percent) after the end of 3% months of the Licensed period viz from 01° June, 2025 and till 31° May, 2027, as per the agreed terms herein and such 5% (five percent) increment to be calculated over and above the immediately last/previous licence fees paid-payable

(c) The Licensees shall without fail pay to the Licensors, the License se Fee. as under -

i) For the period of First 36 Licence Months i.e. from 01<sup>st</sup> June, 2022 to 31<sup>st</sup> day of May. 2025, the Licensees shall pay to the Licensors Fees of Rs.7,11,000/- (Rupees Seven Lakhs Eleven Thousand Only) per month, in the way and manner abovesaid.

ii) For the period of next 24 Licence Months i.e. from  $01^{\circ}$  day of June, 2025 till  $31^{\circ}$  May. 2027, the Licensees shall pay to the Licensors, the increased License Fee  $(\tilde{a}, 5\%)$  above the preceeding License Fee i.e. an amount of Rs.7.46.550/- (Rupees Seven Lakhs Fourty Six Thousand Five Hundred Fifty Only) per month. in the twelve and manner abovesaid.

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If applicable the T.D.S. amount deducted from time to time, from the Licence tees amount, as per the locone Tax Rules, the T.D.S. Certificate, shall be produced & submitted quarterly by the Licensees to/with the Licensers, without fail, default and or demur. The Licensees shall be liable for the defaultes (if any) in the TDS Deduction & or the said TDS Payment to Income Tax/Government Authorities, interalia in that regard. The Licensees shall be liable to bear and pay an. Interest Amount to be calculated  $\langle \hat{q} \rangle$  (8% p.a. on such delayed Payment of Licence Fees, in case of delay in making the payment of Licence Fees, for such default period (if any), during the entire licence period duration of this Licence.

4. **"FIXED LOCK-IN-PERIOD":** It is further expressly agreed between the parties that there shall be a Fixed Lock-in-period for the Entire Five Years of Licence Period vizion & from 01" June. 2022 till 31" day of May. 2027, during which period, the Licensees and nor the Licensors (except for the breach hereof by the said Licensees or the said Licensers herein) shall not be unilaterally entitled to terminate this licen -se granted under this presents and in case the Licensees opts for excepters the entersors to cancel this presents, then in such event the Licensors shall be antitled to the Licence Fees for the entire five years" bek-in-periods presents of user or non-user of the

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Licensed Premises by the Licensees & the Licensees will have to bear & pay & accordingly under the mutually agreed terms herein shall honour all the 60 Account Payee Cheque s, so issued in favour of the said Licensors for the entire licence period of 05 years, without fail (Subject to Deduction of T.D.S. (if applicable as per rules), sharply upon such cancellation of this Licence upon Licensees request, failing which the Licensors shall be entitled to deposit the said cheque's and demand its payment in respect thereof from the Licensees. The Licensees herein doth hereby agrees & undertakes to the Licensors to honour the said 60 Account Payee Che- que's for the whole Lock-inperiod & cause the payments in respect thereof to the Licensors without fail. However it is further agreed that in case if any or all of the said 60 Cheque/s for the License Fees for the 05 year Lock-inperiod fails or is rendered Dishonoured for any reason whatsoever then in such event the Licensors shall be entitled to treat the Entire or Due Licence fees for the entire 05 Years Lock-in-period (Less already paid if any) as the Unpaid Dues and shall be further entitled to deduct the same (such dues) from the Interest Free Security Deposit of the Licensees lying with the Licensors & refand the balance (if any) to the Licensees upon such cancellation.(subject to payment of any other unpaid dues on any other account to be paid by the Licensees to the I icensors under the terms of its preach thereof, of this fresents). It is further mutually agreed by and between the Licensors & Wie Licensees

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herein that the Licensees having agreed & undertaking to abide & comply with the condition precedent of 05 years lock-in period, as mentioned aforesaid and then based upon such representation the Licensors have agreed to grant this License to the Licensees but not otherwise and the Licensees doth hereby further agree and covenant with the Licensors to not to resile from the same.

"G.S T. TAXES DUTIES/CHARGES": It is further expressly agreed between the parties that over and above the net license fees fixed and reserved herein, the Licensees shall also be liable to additionally bear and pay the applicable (C.S.I. Tax as on date of this presents (& as may be amended and made applicable as per law) & payable or levied in future, on the commercial licence/rental, every month as stated above, entirely, during the validity & subsistence of this presents. The Licen sees shall bear & pay all their applicable business profession taxes, as per the Statutory provisions/Statute, of their own colition and accord and Licensees themselves shall be solely liable for such tax'es payment, its default (if any) and/or consequences of such defaults and or on-is-stors violations defaults

REFUNDABLE INTEREST FREE SECURITY DEPOSIT

The Licensees under the agreed terms hereto, have paid to the Through off 03.1113

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Licensors herein a sum of Rs.50.00,000 - (Rupees Fifty Lakhs Only) and the Licensors admits and acknowledges to have received the same towards the Interest Free Refundable Security Deposit Amount, as agreed between the Licensors and the Licensees in pursuance to the terms agreed for the purpose of these presents, as interest free refundable security deposit amount receivable under these presents to be by the Licensees paid to the Licensors, as more particularly mentioned in the receipt clause hereunder from the said Licensees towards the interest free & refundable security deposit amount to be refunded on or at the expiry of these presents & or handing over the possession of the Licensed premises to the Licensors and after deducting therefrom all the unpaid dues, lawful, equitable deductions & damages to the licensed premises or to the provided services (as may be mutually of these presents. It is further mutually agreed and provided that if the cheque of the security deposit amount stands dishonored for any reason whatsoever then in such event, such breach shall render the license to come to an end or to not to have commenced at all, as specifically consented and recorded by and between the parties herein

## 7. "ELECTRIC/TELEPHONE/INTERNET

ETC" ". The Licensees shall separately & additionally bear & pay the electri- city charges, the telephone's bills. Internet Charges, (to be

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installed if any); directly to the Mahabeej/Reliance Energy Ltd./Tata Power Com- pany Ltd., BSNL or any other public/private company/service provider, as the case may be in respect of the electricity and other services, there to be obtained telephone & internet connection/s, pertaining to/at the said licensed premises, before the due date every month, without fail. If on account of increase in electricity bills & to be installed telephone lines (if any) bills and or such facilities & conveniences, if any additional security deposit amount is demanded by the said Mahabeej/ Reliance Energy Ltd./Tata Power Company Ltd. & BSNL or the private companies and if the rules as to security deposit's etc: are changed & more amounts are demanded, than the Licensees shall alone be liable to bear and pay the same of their own, to the Licensors or the concerned electricity company corporation as the case may be. The Lice isees shall keep the Licensors & their assets, effects, amenities & properties duly indemnified, held harmless & well saved and defended at all times & from time to time, in that behalf, from conduct of their business in the said Licence Premises or payment of any Statutory Taxes & Outgoings, on the determination or termination of this Leave & License Agreement, the Licensees alone shall be entitled to receive the refund of the same from the concerned authorities and the Licensors shall co-

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"OUTGOINGS BY LICENSORS": The Licensors shall bear 8. & pay the other regular outgoings (i.e. the current municipal tax/es & increment if any during the term of this License) payable in respect of the said licensed premises, however, it is expressly provided herein that the water and electricity charges in relation to the licensed premises, on and from the date of this presents than to the extent of water bills and such increase in water charges and such electricity bills and increments from time to time effected in such charges and security deposits/meter charges etc. the same shall be borne and paid by the Licensees, during the subsistence of this presents and if the same is paid by the Licensors then the Licensees shall be liable to forthwich reimburse the same to the Licensors, upon demand & in case of delay then such expended amounts together with 18% p.a interest for the delayed period, as con- templated in the said notice & the same is mutually agreed by & bet- ween the parties.

9. **"POSSESSION WITH LICENSORS"**: The Possession of the entire licensed premises shall always be with the Licensors, at all times thereof notwithstanding the temporary Leave & License for temporary use hereby permitted to the Licensees. In respect of the licensed premises subject to other terms of these presents. It is further agreed and provided that for the sake of convenience one duplicate key/s of the licensed premises shall be delivered to the Licensees upon

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the execu- tion of this presents and if the lock's of the licensed premises are chan- ged by the Licensees without written consent/approval of the Licensors, in such event it would be treated as breach of this contract of Leave and License and the same shall bring an end to this license so granted but subject to all the other terms under this presents.

"NO OTHER USE PERMISSIBLE": It is hereby further agreed & provided that this Leave & License hereby granted is only for the purpose of using the licensed premises as Hospital Facility and for such related medical purposes only such as providing medical facility such as Hospitalisation facility ICU, ICCU Ward/s, In-house Pharmacy Counter (by complying with all legal norms, approvals, sanctions & mandates in that regard), Pathology, Diagnostic Centre, X-Ray, Sono- graphy, C.T. Sean, Dialysis Centre, Cath-Lab and other Hospital related facilities & the Licensed premises shall not be used for any other pur-pose/illegal purpose whatsoever. The Licensees shall obtain all neces- sary clearances, sanctions & approvals for installation of such aforesaid machines and keep & appoint Properly Qualified/Trained Doctors with Proper Degree from Recognized Institution University as per law and keep Nurses/technicians, Nursing Staff etg/te-man/operates ch Hospi- tal facility and keep the Hospital facility well equipped to heet any Fire, accidental Fire and Fire Fighting Egdipmentes/Fire Safety Gadgets/Fire Exits & install all Kubarring

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safety measures as mandated by law & law enforcing agencies and obtain the Fire NOC from the Fire Department and the Municipal Corporation & Police Administration (if required) interalia in that behalf, as per the mutually agreed terms hereunder.

11 "LICENSEES TAXES EXTRA": The Licensees shall bear and pay their medical profession business, service activities related Medical Practitioner License's Registration, renewal charges, Professional tax, Income tax, Goods & Service taxes charges, obtaining the applicable CFO NOC's. Municipal Licence/Permits. Police Permission/s, etc & other expenses such as other duties/levies/cesses etc of public or private nature with interest and penalty thereon to all the concerned authorities during the subsistence of this License or upto the earlier termination thereof & operate the Hospital Facility as "Radiant Hospital" at their own risk as to its costs of operating such Hospital Facility, maintenance charges for the same, observing laws and complying with the Govern- ment Rules Regulations, Fire Safety Norms Compliances, Statutory & Mandatory Compliances & stipulations from time to time and gistra obtaining necessary permissions, approvals and NOC/s, as may be applicable and keep them valid & operative during the entire lacence period/duration of this licence and in that context the said Licensees

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shall always keep the Licensors & their assets, effects & properties duly indemnified, held harmless & well saved & defended at all times & from time to time in that behalf and bear the costs of damages if any caused to the Licensors, the Licensed Premises, their effects & properties & duly reimburse the same to the Licensons, in case the Licensors herein bear such costs or expenses & faces monetary loss etc, in the case of any such eventuality

#### "LICENSEES TO MAINTAIN LICENSED PREMISES & 12.

AMENITIES": It is expressly agreed between the parties that the Licensees shall at their own costs, charges & expenses regularly maintain the licensed premises, their installed medical infrastructure & equip -men is and utilities etc. If the Licensees provide any lighting provi- sions in the common areas, passages etc; than the same shall be drawn from the electric meter of the licensed premises only. The Licensees shall do all the lawful ordinary civil & plumbing work as per change of user permission from VVMC/VVCMC (not involving permanent altera -tions & additions work, barred by law) thereupon at their own costs, charges & expenses, during the subsistence of the License period or earlier determination thereof.

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"REQUIRED PERMITS/LICENSES ETC.": The Licensees shall themselves if applicable apply for & obtain all the other required medical license permits KOCS. Fire Safety NOC/Permits/Approvals,

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its mandatory compliances as per law & other approvals, statutory approvals & registration certificates from the concerned public bodies and authorities companies including from the said VVMC/VVCMC, as the nature of their said use of the licensed premises as Hospital Facility for public at large & for such similar medical purposes requires (at their registered address of Firm (Licensees) only), according to law & obser- ve the terms & conditions thereof & bear and pay all charges, fees, penalties & late fees etc. in that behalf to the concerned authorities of their own & bear responsibility, accountability & shall be solely answerable and be liable to bear all costs for the same and also bear the damages, consequences for mishap/accidental happenings/defaults (if any) and the said Licensees shall always keep the Licensors & their assets, effects license & properties duly indemnified, held hamiless & well saved & defended at all times & from time to time, in that behalf.

14. "NON-TRANSFERABLE LICENSE": It is hereby further agreed & provided that the facility or Leave or License hereby granted is only personal to the Licensees alone and it shall not be available to any other person/s or persons or firm/s or company/ies or group /associate company/ies/firms, whosoever. In case of breach of this conde to this conde to the Licensees, this License shall automatically stand the Licensees shall forthwith vacate the licensed premises subject to the other agreed terms of these presents. The Parties further

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agrees to that in case, the Licensees LLP. Partnership Firm runs into any Dispute among Partners or in such event, due to such dispute the Partnership comes to and end or orought to an end by the conduct of the Licensees or their partners/heirs or upon/by direction from the Competent Authority, then in such case, this Licence shall be liable to be terminated by the Licensors herein in accordance with & subject to the other terms of this presents.

15. "NO CONSTRUCTION/ERECTION ALLOWED": The Licensees, shall not erect or construct or be entitled to erect or construct any permanent structure or execute any other such works in the Licen- sed premises or make substantial additions or alterations therein of any nature whatsoever (save & except those permitted herein) such as chan- ging the entrance of the licensed premises, windows, changing building elevation or carrying out construction in violation of sanctioned plan/s, etc.

## 6. "NOT TO COMMIT WASTE/NUISANCE ETC":

The Licensees themselves, through their partners, employee/s, servant /s, agent/s patientsC/sistors & guest/s shall not commit, any act of waste or damage to or nutsance or annoyance upon the said licensed premises, the forecourt area or to the common amenities/facilities

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/conveniences/passage, in any way or manner whatsoever & the Licen- sees shall not do any act, deed, matter or thing, save as aforesaid and shall not do any acts, which may be prejudicial to the rights and interest of the Licensors.

17. "POWER OF RE-ENTRY & INSPECTION": The Licensors

shall always have the right to inspection and enter upon the licensed premises and have right and authority to enter upon the licensed premises at all reasonable hours, after giving a prior notice of 24 hours, to view the state of affairs & condition of the licensed premises and the Licensees shall (without fail, default and/or demur) grant allow such entry & inspection to the Licensors, their servant s, agent/s, represent- tative s'authorized professional s and hereby undertakes not to resile for the same

18. "NO TENANCY OR LEASE": It is hereby expressly agreed & provided by and between the parties that nothing in this Agreement, shall be construed as intending to create or creating any right of tenancy or transfer of any interest in the said licensed premises in favour of the Licensees, but it is parely a Leave & License only and nothing more. By this Agreement no Lease/Tenancy is intender to be created or acquired by the Licensors and the Licensees respectively.

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## 19. "ORDINARY PRUDENT MAN'S CONDUCT":

The Licensees, shall use and cause to be used the Licensed premises, as an ordinary prudent person would make use of their own premises and shall not do any act/s of commission and/or om ssion whereby the Licensed premises or the right,title,interest and estate of the Licensors are injuriously prejudiced, affected and or damaged and if so injurious -ly prejudiced, affected and/or damaged then in such event, the Licensees shall be liable to indemnify & make good the same at Licensees\* own costs, charges & expenses & bear & pay the damages for the same.

20. "DAMAGES": It is expressly agreed to between the parties that incase any injury/damage/s caused or oceasioned to the licensed premi- ses or the service rendered and in the event the Licensees fail to make good and/or restore the same, the Licensons shall be entitled to recover & receive the amount of the damage/s, injury/ics/loss, quantified in monetary terms (as may be mutually decided between the parties) & by deducting all amount s'costs expenses, spent, incurred thereto or suff- ered thereupon from the Licensees' Security Deposit.

"THE LIGENSEES DOTH HEREBY EXPRESSLY 21. AGRE-E/S , UNDERTAKE/S & COVENANT/S WITH THE LICENSOR / S THAT" Aundred Cist. Pulsian Haln

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(a) That the Licensees shall not claim protection of any provisions of the Maharashtra Rent Control Act. 1999, either as tenant, protected sub-tenant or protected Licensees or plead or claim any Lease or as Lessees or any other similar right s thereto.

(b) The Licensees shall be at liberty to install and reinstall a e's. shelves, temporary partition, telephone, Epbax, teleprinter's, computer networking equipment, medical infrastructure/equipments, appliances, sanitary & electrical installations & other temporary surgical fittings. items, equipment or fixtures (at their own costs & maintenance liability) in the licensed premises as may be required for facilitating the use of the licensed premises as Hospital and for such similar medical purposes and at anytime during the term of license and upon its termination to remove the same provided the Licensees restoring the Licensed Premi- ses to its original state & condition, subject to terms agreed hereunder, at the time of vacating the Licensed Premises (Reasonable wear & tear excepted). The parties further agrees to that in case the Licensees fail to remove their goods and fixtures and restore the Licence premises in its Original Condition, as aforesaid, then they shall bear the costs of same, by Damages, to be paid to the: Licensors in that regard.





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(c) The Licensees may apply for, obtain and install in the licensed premises, medical equipments, telephone. fax, internet, cable & other such connections for medical and communication purpose, in its own name and at its own costs and expenses and shall alone be liable for its use, misuse and all the liability/ies accruing therefrom.

(d) The Licensees shall install its own security systems such as fire alarms, fire extinguishers, fire exit/s, fire-fighting system, smoke detectors, burglar & alarms etc; from time to time at their own costs & expenses & shall alone be liable for its use, misuse & resultant conse- quences.

(c) That without fail the Licensees shall vacate the Licensed premises & remove themselves, their loose furniture & fixtures, medicines, surgical equipments, telephone's connection, installations & other belo- ngings alongwith their employee/s, servant/s and agents sharply on or before the expiry of the licensed period or the earlier termination there- of

(f) Shall maintain the said licensed premises, its current and present fistures and present fistures and present fistures and present is the services, passages corridor, stairs and common amenities regularly during the licensed period.

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(g) Not bring in, keep, store, sell from, consume in, the licensed premises any articles (other than those lawfully permitted) which may be of combustible or inflammable nature, injurious drugs, arms, ammunitions, explosive materials, contrabands, stolen' robbed' prohibited/ smuggled goods, chatte's articles & things etc. And

(h) Not carry on any unlicensed, illegal, unlawful, offensive, immoral & prohibited activities whatsoever in the Licensed Premises or any part thereof. And

(i) Not induct any Third Party Parties (other than patients/visitors/ guests) in use or occupation of the Licensed Premises or any part thereof.

(j) The Licensees shall observe all the laws in force or to come in force alongwith the terms and conditions of this Agreement.

(k) Shall alone be liable for any liability for any contraventions of provisions of laws/rules/regulations arising out of conduct of their afore -said medical profession & hospital activities, at the Licensed Premises, in that behalf & keep the Licensors & Licensors Said Licensed Premi- ses duly indemnified, held harmless, well saved & defended at all times & from time to time.

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(1) Subject to provisions of respective applicable clauses herein and simultaneous refund of the security deposit, under the agreed terms hereof, the Licensees shall cease to use and shall vacate the Licensed Premises with all its loose belongings, on the expiry or earlier termina- tion of this agreement and deliver the physical possession/keys of the Licensed Premises, in terms of respective applicable clause/s herein

(m) Shall not cause or allow to be caused any nuisance or annoyance to the Licensors or other apartment owner's/person/s in the neighbour-hood.

(n) Shall deal with the internal differences/disputes of their partnership firm of their own & shall observe terms of these presents in totality and shall keep the Licensors and the Licensed premises, well saved from the ill-effects of any such disputes or differences & in cases of major disputes /litigations, shall abide by the mutual agreed terms of this licence.

## 22. "THE LICENSORS DO HEREBY COVENANT WITH

## THE LICENSEES THAT":

(a) The Licensors assure the censees that subject to the Licensees discharging timely, all their obligations herein provided, the Licensees shall hold the licensed premises for running their aforesaid medical Helman 26

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facility without any interruption or hindrance during the license period and shall not omit or suffer to be done anything whereby the Licensees' right to hold or enjoy the Licensed premises for running their aforesaid hospital facility may be avoided or extinguished, interalia in that behalf.

(b) The Licensees can at its own costs make the arrangements for the security guards for safeguarding the Licensed premises, the Licensees' bonafide employees, doctors, nurses, patients, guests/visitors & medi- cal & all service providers, shall have right to usage of the entrance of the Licensed premises.

(c) The Licensors agree that the Licensees shall peacefully enjoy the licensed premises subject however to compliance with the rules & regu- lations applicable thereto and of this presents.

## 23. "SIGNBOARD/LOGOS/NEONBOARDS":

The Licensees shall be entitled to put up their name board, neon board, sign boards, Hospital logos, at the place deemed fit by the Licensees within & outside the licensed premises, at Licensees own costs, charges & expenses thereto & to the local Municipal Bolice Authorities upon fulfillment of Statutory rules and regulations in that regard.

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"INSURANCE": The Licensees shall apply & obtain an appro-24. priate insurance policy and pay insurance premia, insuring and securing their Hospital Infrastructure, medical aid activities, business of rende- ring medical services, their partners, cmployees,doctors, nurses, nursing staff, ward boys, mid-wife, peons, servants, agents, patients, /visitors/guests etc; and all their fixed and movable furniture & fixtures, goods, belongings, installation/s, medical equipments and appliances/ fittings from any harm, loss, damage or injury that may be occasioned due to all or any of the eventualities like Mishap. Accident, blast, fire, flooding, earthquake, riots, arson, mob attack/s and such other force majeure etc: and that the Licensors shall not be responsible for the same in any way or manner. In the event on any failure of the Licensees to do so as above, the Licensors shall not be responsible in any way for any damages, costs, charges, compensation, insurance claim/s, arising from all or any of the eventualities occasioned or caused by public or by order of any Public Authority/Police or Court of law.

## 25. "BREACH":

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of 60 days from the receipt of such notice to remedy any such breach, then in such event the Licensors shall be entitled to forthwith refund the said security deposits, (in accordance with and subject to the terms herein) back to the Licensees and determine this licence (Subject to the contents of other Clauses herein) without prejudice to the right of the Licensors to take action against the Licensees in respect of any breach by the Licen- sees of any terms, stipulations and covenants herein contained.

b) If however the Licensors, fail or refuse to honour any of the commitments made on their part to Licensees having mentioned in this Agreement, than the Licensees shall have the right to give 60 days written notice to the Licensors to rectify the breach, if the Licensors fail to rectify the breach, within the said period, which substantially or majorly affects the aforesaid hospital activities, the Licensees shall be entitled to forthwith terminate the Agreement and receive the refund of the security deposit amount forthwith, however the Licensees shall not be able to terminate these presents anless the earrying on of or the conduct of the hospital activities, of the Licensees itself is stalled or is rendered impossible.

#### 26. "MISCELLANEOUS":

a) Upon the expiry or earlier revocation of the license, the Licen-

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paraphernalia 's brought into the Licensed Premises by the Licensees and the Licensees agree and undertake that it any damage is caused to the licensed Premises or its services by such other removals, the damage so caused shall be repaired by the Licensees at their own costs & expenses to the satisfaction of the Licensors, subject to normal wear and tear.

b) On the expiration or sooner determination of the license hereby granted, the Licensees shall remove itself from the licensed premises and all their doctors, nurses, nursing staff, employees, servants, agents, patients/guests/visitors/security & all its belongings,medicines, surgi- cal equipments, all machines/apparatus & restore the licensed Premises to its original condition (save reasonable wear and tear).

c) Upon the expiry termination or earlier revocation of this license and in the event of the Licensees not removing themselves and or articles, belongings and effects from the Licensed Premises or any of them or any part thereof except in case where the Licensees are hold ing on to the Licensed Premises (due to non-refund of security deposit by the Licensers and their servants and agents, shall be entitled to remove the Licensees their partners, doctors, medical staff, employees, Markow Marko

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security, patients, servants, goods, guests, visitors, together with the medicines, medical equipments machines, belongings and articles lying in the Licensed Premises, in the capacity of being the authorized agents of the Licensees, to do so. The Licensons shall not render themselves or their servants and agents liable for any civil or criminal action-liability by doing so. This authority is irrevocable and constitutes the basis of this Agreement of the Licensees shall not be entitled to wholly or partly dispute or challenge into the question the validity or reasonableness of this provision.

d) Upon the expiry of these presents or earlier termination thereof, the Licensees do not vacate and handover the use, occupation and possession of the Licensed Premises or any part or portion thereof than for the each day of default period, the Licensees shall liable to bear, pay, account for, over and above the proportionate Licence fees fixed herein, pay and/or compensate as damage to the Licensors (*a*) of Rs.50,000/- [Rupees Fifty Thousand Only] for each days default, until the time such defaults continues, without affecting the rights and remedies interalia as provided hereinabove.

27. "TERMINATION BY EFFLUX OF TIME": On or before that of the expiry of this presents & earlier determination due to the breach/ default committed thereof (under any clause stated herein), the Licensees shall handover the possession of the Licensed Premises to 5.1

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the Licensors on the receipt of the interest free security deposit amount after accounting and paying all their, dues, outstanding bills, mutually ascertained damages (if any) as provided herein and subject to the contents of the other clauses & other terms of this presents. Otherwise save the breach clause herein, the licence granted herein is interminable for the entire 60 Months period, which is a fixed lock-in -period.

## 28. "SALE/TRANSFER OF THE SAID PREMISES":

It is specifically agreed that, if during the Licence period, the Licensors lawfully transfers sells the whole of the Licensed Premises to any person's, the Licensees shall accept the said persons as its lawful licensor(s) provided the new Licensor(s) unconditionally undertake to abide by the terms and conditions set out in this I cave and License Agreement that acknowledge the said security deposit. The Licensees will start paying the Licence fees to the new Licensors upon intimation to the Licensees in writing and the other terms and conditions of the Licence shall remain the same and shall be binding on the new Lic ensors. It is further mutually agreed and provided herein that if the License herein effects sale, transfer or mortgage of the licensed premises and or discounts the Cheque's of the License Fees phyable under this prejents, to any Bankers, then in such event the Licensee's shall-have to Objection in respect of the same and the

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Licensors shall be entitled to do so at their sole discretion and the Licensees shall not be entitled to raise any objection of any nature provided the same does not affect the terms & conditions agreed & recorded under this presents and the license so granted.

# 29. "PREMATURE TERMINATION OF LICENCE WITHIN LOCK-IN-PERIOD":

Without Prejudice to the contents of the clauses hereof, it is hereby specifically agreed between the parties hereto that at the option of the Licensees herein, within the subsisting Licence period (Lock-inperiod) this Licence can be prematurely terminated (subject to the other con- tents herein especially under Operative Clause No.3 & 4 herein) by Licensees addressing and serving a written notice of clear 60 days as advance intimation and thereafter the parties herein shall execute and register the Deed of Cancellation (at the Licensees sole costs & expen-ses) to revoke this presents and upon such termination, the Licensees shall forthwith accordingly vacate the licensed premises with all their belongings & goods and handover the same with the to and as it stood prior to this Licence (except normalized wear and as it stood prior to Licensed Premises to the Licensors refunding to the Licensees the said Security Deposition function (Subject to deduction of all unpaid dues, if any) against the Written Receipt of Licensees for such refund, as per the agreed terms under the clauses herein.

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# 30. "LICENSEES TO REIMBURSE THE LEGAL EXPENSES OF THE LICENSORS":

It is expressly understood and agreed between the Licensors and the Licensees that for the reason of any default and/or omission and/or breach of terms and conditions, committed by the Licensees or by the inservants & agents, all the Legal expenses etc:inclurred by the Licen sors, as a result thereof for the earlier termination of these presents or for any notice/s, proceedings for eviction/recovery of arrears of Licen sees fees/damages that may be adopted then in that event all the Legal expenses, charges, costs etc; incurred and to be incurred by the Licensors and the Licensors then shall be fully entitled for reimbursement and/or to unilaterally appropriate interalia all such expenses, costs and charges incurred, from the said Interest Free Security Deposit amount Suo Moto, as expressly agreed by the Licensees in this behalf.

31. The Licensors and Licensees do and each of them doth hereby acknowleds of that this Agreement supersedes all prior communication is between them including all oral and written proposals. Any variation and modification shall be only in writing by means of Supplementary Agreement, signed and/or registered by both the parties herein.

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32. If any one or more provisions of this Agreement shall be invalid dillegal or unforceable on any account whatsoever then in that respect the validity, illegality and enforceability of all the provisions shall not be affected or impaired, as if declaration/s were never in existence.

33. "NOTICES": All the notices between the parties shall be deemed to have been delivered/received if sent by hand delivery and/or written acknowledgement obtained or by RPAD/Speed post A/D, sent to their respective address as hereinabove stated.

34. **"FORCE MAJEURE"**: It is further mutually agreed and provided that if the licensed premises is wholly destroyed or damaged by force majeure or otherwise by natural calamity, pandemic, epidemic or by War, in such manner that the same cannot be used for a period exceeding 6 (Six) months or more, then the Licensees shall have right to prematurely determine this agreement, receive back the security deposit amount and shall not be liable to pay license fees thereafter and such act shall bring an forthwith end to this Agreement and the Licensees shall forthwith vacate all their belongings and handover the physical possession keys of the licensed premises to the Licensors, subject to the other terms of this presents.



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35. It is expressly agreed between the parties that the Stamp Duty, the Registration charges and incidental charges, costs & expenses incur -red relating to these presents shall be borne & paid equally (50% each) by the said Parties herein. The Parties hereto shall bear & pay their res- pective Advocate's Fees of their own.

36. It is agreed between both the parties in case of any dispute/s and difference/s relating and arising out of these presents, the same shall be mutually settled between the parties and if the disputes/difference/s still persists than the Court/s of Law in Palghar & High Court of Judicature at Bombay (Mumbai) alone would have exclusive jurisdiction, to adjudi -cate upon the same.

In Witness whereof the parties hereto have hereunto whereof set and subscribed their respective Hand/s and Seal/s on the cay and year first hereinabove written.

## THE SCHEDULE OF THE LICENSED PREMISES

All that Compression of Buchaness bearing Unit No.39, comprising of Ground 3 Upper Filoors, Thanggregate admeasuring 9676 square feets carpet area or thereabouts, respectively located on the abovesaid

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floors, of the Building known as "SHEETAL ANJALF", situated at Virar, located on the property bearing C.T.S.No.241 & 242, at Revenue Village:Virar, Taluka & District: Palghar.

Signed, Sealed and Delivered)By the withinnamed "LICENSORS")Messers D.G. Land Developers Pvt. Ltd.)By and through the hands of their)Managing Director viz.Mr.Surajdev Shukla)who is duly authorized vide its Board99999



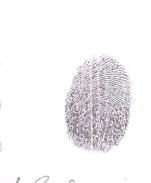
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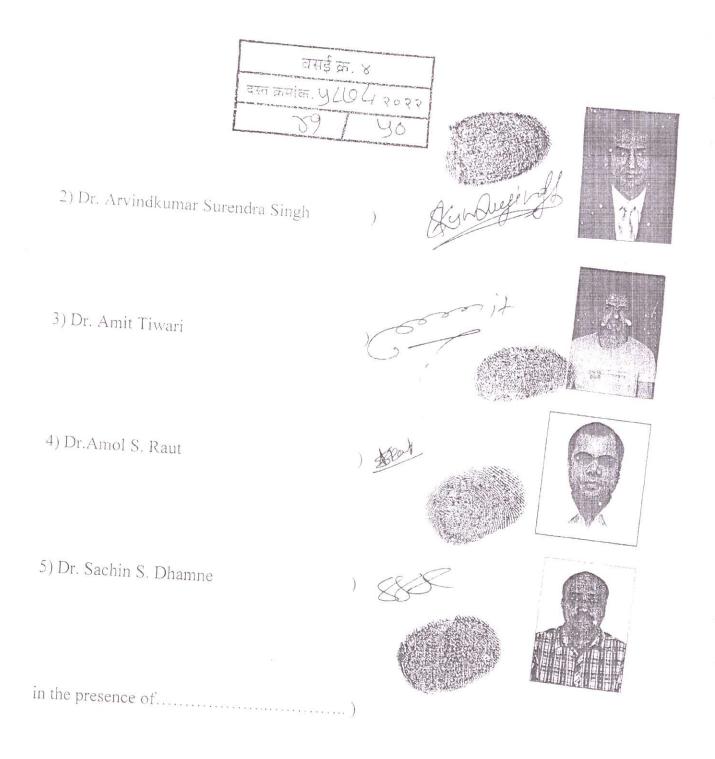
in the presence of......)

Signed, Sealed and Delivered By the withinnamed "LICENSEES" Messers United Forever LLP. By & through the hands of their Designated Partners, viz: 1) Dr. Abdule Rahman, Chicadhary





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## RECEIPT

RECEIVED of and from the withinnamed Licensees, an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs Only). as & by way of RTGS Payment Mode/Account Payee Cheque/Pay Order, bearing UTR No/Cheque No.\_\_\_\_\_\_\_, dated:\_\_\_\_\_\_\_, drawn on/by \_\_\_\_\_\_\_Bank \_\_\_\_\_\_ Branch, Nalasopara, Dist: Palghar, (subject to Realisation), as & by way of the Interest Free Refundable Security Deposit Amount, to be paid by the Licensees, to the Licensors, under the terms, as withinmentioned. . . . . Witnessess: We Say Received.

Rs.50,00,000/-

For Messers D.G.Land Developers Private

Limited.

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Mr.Surajdev Dudhnath Shukla [Managing Director] (Licensors)

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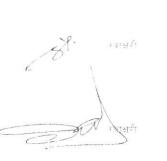


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