

LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT is effective from 1st November, 2019 and executed on 4th October, 2019 at Alwar.

BETWEEN

Dr. Pramod Kumar Rawat s/o Sheetal Prasad Rawat, having PAN ABIPR0488A and co-owner Dr. Saroj Gupta w/o Dr. Pramod Kumar Rawat, having PAN ACIPG1615M Indian inhabitant residing at House No 12, Ambedkar Circle, Scheme No 2, Lajpat Nagar, Alwar -301001 hereinafter referred to as "THE LICENSOR" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators & assigns) of the "ONE PART"

AND

Dr. B. Lal Clinical Laboratory Private Limited, a Company Incorporated under the Companies Act, 1956, having its Registered Office at 6-D, Malviya Industrial Area and Corporate Office at 6-E, Malviya Industrial Area, Malviya Nagar, Jaipur having PAN AAACB6185C through its Managing Director Dr. B. Lal Gupta S/o Late Shri Babu Lal Methi, hereinafter referred to as "THE LICENSEE" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assigns) of the "SECOND PART".

WHEREAS the Licensor is an adult Indian inhabitant, lawful and legal owner and is fully seized and possessed owner of property located at 12, Vijay Mandir Road,, Near Ambedkar Circle, Scheme Number 2, Lajpat Nagar, Alwar - 301001 having carpet area of 3000sq. ft. (on basement and ground floor) (hereinafter for the sake of brevity referred to as 'The said Premises').

For Dr. B. Lai Clinical Laboratory Pvt. Ltd.

Director

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NOTARY PUBLIC JAIPUR CITY (RA'L) INDIA AND WHEREAS the Licensee has approached to the Licensor with a request to take the Licensee to occupy and use the said Premises for Commercial / Official Purpose on leave and license basis for a period of <u>5 (Five) Years</u> commencing from **01/11/2019 to 31/10/2024**, that can be further renewed on mutual agreed terms and conditions. Either party cannot terminate the association before <u>03 (Three) years</u> of the effective date of the MOU.

AND WHEREAS the Licensor has agreed to grant Leave and License to the Licensee to occupy and use the said Premises for the above said period only on the following terms and conditions agreed to between the parties hereto:

NOW IT IS AGREED BY AND BETWEEN BOTH THE PARTIES HERETO AS FOLLOWS:-

- That the Licensee has agreed to pay to the Licensor a total of Rs. 200000 (Rupees two lacs), the sum of Rs. 100000 (Rupees One Lacs) per month each to both owners of the property, being the occupancy charges for the said Premises regularly on or before the 10th of next month. The amount is inclusive of all taxes or any other fees applicable.
- 2. In case of applicability of TDS deduction as per the Income Tax Act, 1961, the same will be deducted @ 10% or as amended in the future.
- 3. The area shall be fully furnished with required paint, furniture, fixture, sanitation and electricity points Air Conditioner points, LAN / EPBX connection and required slabs for Equipment as mentioned in Annexure -1.
- 4. Licensor represents and warrants that the said premises has all the due permissions for carrying out commercial activity and Licesor have the corporate power and authority to enter into this contract and that the execution, delivery and performance of this contract have been authorized by all necessary management actions.
- 5. Licensor represents and warrants that the execution, delivery and performance of this Understanding does not violate, conflict with, or cause a breach under any other Understanding, instrument or contract to which Parties are a party or by which they are bound.
- 6. Parties will make no representations, warranties, or commitments binding the other Party without each other's prior written consent.

Licensor guarantees that it has a good title to the premises/ building and has the necessary right/permission/ approval and has the right to entain to this contract. There are no lawsuits, actions or administrative, arbitration or other proceedings or Governmental investigations pending or threatened against or relating to any of the said premise. In case, the same exists that will not affect this Understanding and its parties.

That the Licensee has further agreed to pay the Water Charges and Electricity . charges, due to appropriate Authorities as per the bill amount regularly

For Dr. B. Lal Clinical Laboratory Pvt. Ltd.

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Director

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during the validity of this Agreement. For accurate assessment, a submeter shall be installed for the area of said premise.

- The Licensee shall be allowed to undertake necessary interior or exterior changes or alterations required to suit functional/working requirements of Licensee.
- 10. Licensee would be duly allowed to mount or erect sign boards wherever required for the visibility of patients.
- 11. Repair & maintenance on existing infrastructure will be done by the Licensor.
- 12. The Licensee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous goods on the premises of the said Premises.
- 13. If either party commits a breach of any terms of this agreement then notwithstanding anything contained herein the another party will be entitled to terminate this agreement by **1** (One) month prior notice to the Licensee.
 - 14. All disputes arising under or out of this Understanding or in any way connected with this Understanding shall be subject to the exclusive Jurisdiction of the courts of JAIPUR.
 - 15. That either party to this Agreement is at liberty to terminate this Agreement by giving **3** (Three) months prior notices in writing subject to the lock-in period.
 - 16. Upon the expiration of the said terms or period of the License or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed said Premises to the Licensor with alterations in structure of fixed nature and remove movable structure by the licensee for its future use. The Licensee, occupation of the said Premises after such termination of agreement, will be deemed to be that of a trespasser.
 - 17. Both the parties do hereby declare that all the contents as mentioned in the agreement above are true and correct to the best of their knowledge and belief. Nothing has been hidden. God help us.

8. In case of death of any one or both owners of the said premises, the agreement shall be succeeded by belowmetioned individuals (in mentioned

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For Dr. B. Lat Clinical Laboratory Pvt. Ltd.

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IN WITNESSETH WHEREOF the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

SIGNED SEALED AND DELIVERED By the within named Licensor

Dr. Pramod Kumar_Rawat	OTARY
Pramo Indaway	· Z
(Licensor 1)	Ped or March
Dr. Saroj Gupta	COVT. OF BINE
Quejayles	
(Licensor 2)	
In the presence of: 1. Signature	2. Signature
Name Bhawaha	Name Stury 3hil ho
Address Dehind Teciki	Address 14P 21725 7.
Chouki Alway	राजगां अलवट
SIGNED SEALED AND DELIVERED By the within named licensee	ARY
Dr. B. Lal Clinical Laboratory Pvt. Ltd. For Dr. B. Lal Clinical Laboratory Pvt. Ltd.	SO THE STATE OF TH
Sizen word ?	ATTESTED
(Authorized Signatory) Director	07/5/8
In the presence of: 1. Signature	NOTARY PUBLIC 2. SignatureJAIPUR (PTY) (RA!) INDI
Name KAPIL MATHUR	Name
Address 711, KHANDAR KA RAS	
SUBHASH CHOWK, JAZPUK	

ANNEXURE - 1

Licensor	Licensee
Electric Wirings with UPS Enable	AC,
Switch	Genset
Light	UPS
Fan	Computer
Exhaust Fan	Printer
Enable for CCTV setup	Telephone
EPBX Wirings	EPBX
LAN Cable Wiring with Junction Box	CC TV
Seperate Ground Earth	LAN Switch
AC Fittings	Glowsign Boards
Necessary Fittings for Genset	Instruments for Workings
Sanitation Fittings	19
Гар	
Wash Basin	
Eye Washer	Internal & Exterior Brandings
Water supply Fittings in lab	Chairs .
Partition (Aluminium / Wooden)	Tables
Glass Work	Reception Counter
Door	Iron Racks for Storage
Windows	Other Miseellaneous work
Rack on Walls	101
Slabs with Granite top	A ANGELOW
Toilet Accessories	ATTA
Paint (as per requirement of Licensee) 🛛	1
False Ceiling	
Other Miscellaneous work	

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For Dr. B. Lai Clinical Laboratory Pvt. Ltd.

Director

JAIPUR CITY (RAIL) INDIA