



78-13 30/9/2021
तेलంగాणा TELANGANA

P. Prasad Rao

AK 062445

Sl. No: Date:

Sold to: K. Sreenu

S/o. W/

For whom

Registration
GVK EM RI, Secunderabad

P. PRASAD RAO

LICENSED STAMP VENDOR

L.No:16-11-003/2007

R.L.No:16-11-017/2019

7/6-3-1185/164, Begumpet

HYDERABAD-500 016.

Cell No:9866978322

LEAVE & LICENSE AGREEMENT

This **Leave and License Agreement** (hereinafter referred to as this “**Agreement**”) is made at Trivandrum, Tamil Nadu on this Thursday 24.03.2022 (“**Effective Date**”):

BY AND AMONGST

1. **Mr. B. Prabhu** a Indian citizen residing at No 19 4th Street, officers colony extension, padi, Chennai-50 (hereinafter referred to as the “**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors, legal heirs, executors, administrators and permitted assigns);

AND

2. **GVK EMERGENCY MANAGEMENT AND RESEARCH INSTITUTE HYDERABAD**, a Society Registered under the Provisions of Andhra Pradesh Society Registration Act, 2001, and having its Head office at Devar Yamzal, Medchal Road, Kompally, Shamirpet Mandal, Secunderabad Rangareddi TG – 500078, India (hereinafter referred to as the “**Licensee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

For **GOLDEN BAY RESORTS**

B. Prabhu

Partner



Owner are hereinafter collectively referred to as the “**Licensors**”.

The Licensors and the Licensee are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**” as the context may require.

WHEREAS

- A. The Licensors are the absolute owners, possessors, well entitled to and has absolute right and authority in the Plot Survey No. 52, Golden bay resort, East Coast Road, Near Kuvathur Police station, Kuvathur, Tamil Nadu -603305, admeasuring 40 cents (including the building in it) (“**Licensed Premises**”).
- B. The Licensors has full right, title and interest in the Licensed Premises.
- C. In the interim, the Licensee has approached the Licensors to grant the Licensed Premises on a leave and license for a limited period and the Licensors has agreed to do the same subject to the terms and conditions set out herein

NOW THIS LEAVE & LICENSE AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. GRANT OF LICENSE

The Licensors hereby grants to the Licensee, and the Licensee hereby accepts from the Licensors, the right to use and occupy the Licensed Premises, on a Leave and license basis, on an “as is where is basis”, for the purpose of undergoing training and meetings purposes and to store some Medical Equipment’s, Medical consumables, Medical Disposable, medicines, Rescue tools, etc. for operating emergency medical & rescue trainings services in the State of Tamil Nadu, for a limited period of 11 (eleven) months commencing from Execution Date (“**License Period**”). The Parties, may thereafter renew the Leave and license for another period by mutual consent and discretion by both the Parties. In such event, a fresh leave and license agreement shall be executed with enhanced rate of leave and license as mutually agreed by the parties.

- 1.1. The Licensee shall be entitled to use various fixtures and fittings in the Licensed Premises, as a part of the leave and license granted to it vis-à-vis the Licensed Premises; however, the Licensee shall use them in a reasonable manner, with due care and caution maintaining them in good order and condition.
- 1.2. The Licensee hereby acknowledges that on the commencement of the License Period and during the continuation of the use and occupation of the Licensed Premises, the Licensors alone is in legal possession, shall remain in legal possession, and be deemed always to have remained in legal possession of the Licensed Premises and that the Licensee shall at no time whether during the subsistence of the license or thereafter claim to be in legal possession of the Licensed Premises or any part thereof. The Licensee has inspected the documents of title in respect of the Licensed Premises (“**Said Documents**”) and based on the Said Documents, the Licensee has

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satisfied itself in all respects about the Licensors' right, title and interest in and to the Licensed Premises and the Licensee shall not raise any requisition in respect of the same at any time hereafter.

- 1.3. It is hereby agreed between the Parties hereto that at all times the juridical possession of the Licensed Premises shall be of the Licensors.

2. LEAVE AND LICENSE FEE AND SECURITY DEPOSIT

2.1. License Fee

2.1.1. During the License Period, the Licensee shall be liable to pay to the Licensors a sum of INR 25,000 (Indian Rupees Twenty-Five Thousand Only) per month as License fees for permission to use and occupy the Licensed Premises ("**License Fee**").

2.1.2. It is agreed and understood between the Parties hereto that the payment of the Rent Fee by the Licensee to the Licensors under this Agreement, shall be paid by way of E transfer or NEFT on or before on or before the 5th (fifth) of every month during the License Period. Failure on part of the Licensee to pay the License Fee on or before the 5th (fifth) of every month shall entitle the Licensors to terminate the Agreement and the Licensee shall be required to vacate the Licensed Premises immediately. The Licensors may, in its sole discretion, allow the Licensee Fee to be paid after 5th (fifth) day provided that the Licensee shall be liable to pay an interest of 10% (ten percent) per annum on the delayed payments till the date of the such payments being made by the Licensee.

2.2. Security Deposit

2.2.1. An interest free refundable security deposit, amount of INR 50,000 (Indian Rupees Fifty thousand) ("**Interest Free Security Deposit**") shall be deposited by the Licensee with the Licensors in the following manner within 10 (ten) days from the Execution Date by way of E transfer or NEFT.

2.2.2. The said Interest Free Security Deposit shall remain deposited with the Licensors throughout the License Period for the due fulfillment and observance by the Licensee of the terms, conditions and covenants in this Agreement and shall, in accordance with the terms of this Agreement be refunded back to the Licensee against the Licensee handing over vacant possession of the Licensed Premises in the same condition as was taken subject to normal wear and tear upon expiry of the License Period or earlier termination of this Agreement (whichever is earlier) and subject to deductions of any outstanding dues payable by the Licensee (if any) under this Agreement.

3. USE OF THE LICENSED PREMISES

- 3.1. The Licensee and associate group can use the Licensed Premises only for purposes

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of conducting medical and rescue trainings for the items required for operating emergency medical trainings and disaster training program 108 (one hundred and eight) emergency ambulance services in the State of Tamil Nadu and shall not be used for residential or commercial or any other purpose. It is expressly clarified that the Licensors has no liability, responsibility nor shall be vicariously liable in any manner of whatsoever nature in the event any adverse action is initiated against the Licensee, by any government law enforcement agency, including initiation of any prosecution for the commission of any illegal or unlawful activities (such as engaging in the business of use, storage, sale, distribution of any prohibited and banned material) or imposition of any penalty, or any infraction, violation and / or infringement of the existing laws of the country.

- 3.2. Subject to Clause 3.8 below, the Licensee shall be at liberty to fix projectors, boards or install furniture, fixtures and fittings in the Licensed Premises including but not limited to air conditioners, shelves, racks, sun blinds, telephone, lights, fans and other conveniences required by them for or in connection with the use and occupation of the Licensed Premises and upon termination or expiry of this Agreement shall remove such items and make good the actual cost of any damage which may be caused to the Licensed Premises by such removal.
- 3.3. . The Licensee hereby agrees to indemnify and shall keep indemnified, harmless and defended the Licensors against all losses, damages, costs, charges, expenses, claims or penalties that may be suffered or incurred by the Licensors, and which has been caused due to negligence of the Licensee, including any claim made by third parties, because of any act or omission on the part of the Licensee. The Licensors hereby agrees to indemnify and shall keep indemnified, harmless and defended the Licensee against all losses, damages, costs, charges, expenses, claims or penalties that may be suffered or incurred by the Licensee, and which has been caused due to negligence of the Licensors, including any claim made by third parties, because of any act or omission on the part of the Licensors.
- 3.4. The Licensee shall not do or suffer to be done anything in the Licensed Premises which is likely to cause nuisance or annoyance to the neighborhood.
- 3.5. During the subsistence of this Agreement, the Licensee shall maintain and keep the Licensed Premises in good and tenable condition. Any day to day minor repairs/maintenance, as may be required with respect to the Licensed Premises or any part thereof, shall be carried out by the Licensee itself. In the event, the Licensee fails to carry out such repairs within 15 (fifteen) days of receiving written notice from the Licensors, the Licensors shall have a right to enter upon the Licensed Premises and carry out the required repairs/ reinstatement etc. at the cost of Licensee in all respects. The Licensee shall reimburse the amount of expenses so incurred by Licensors within a period of 7 (seven) days from being intimated by the Licensors in that behalf.
- 3.6. Any major repairs, not caused due to the negligence of the Licensee shall be carried out by the Licensors, at the cost of the Licensors, on receipt of adequate notice from

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the Licensee. The Licensee shall co-operate and provide the Licensors access to the Licensed Premises to carry out such repairs.

- 3.7. The Licensee is permitted to carry out at the Licensed Premises minor additions alternations, changes and internal works (not amounting to structural changes) as the Licensee may deem necessary, incidental or advantageous for the purpose of storage of medical supplies and other related medical items at the Licensed Premises at its own cost. However, before carrying out any such works during the License Period, the Licensee must obtain the prior written approval from the Licensors. It is clarified that the Licensors has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever and the Licensee hereby indemnifies and shall keep indemnified, harmless and defended the Licensors during the subsistence of this Agreement in that behalf. If the Licensee fails to adhere or comply with this clause, the Licensors shall have the right to terminate the Agreement and enter upon the Licensed Premises.
- 3.8. The Licensee or any person claiming through the Licensee shall not at any time put up any claim of tenancy or sub-tenancy or any other adverse right or title in the Licensed Premises and this Agreement shall not be construed as creating any such right or title in, to or upon the Licensed Premises in favour of the Licensee. It being expressly agreed and declared that this is a license with a limited right of use by the Licensee during the term of the License Period. This Agreement grants to the Licensee a mere license to use the Licensed Premises and the same is hereby granted only upon the Licensee and not transferable. The Licensee shall not be permitted to sub-lease, under lease, under-let or sub-let or assign in part or full its right in the Licensed Premises to any third party during the tenure of the Agreement or post revocation/termination or expiry by efflux of time.
- 3.9. Upon the expiry of this License Period or on earlier termination of this Agreement, the Licensee shall on receipt of Interest Free Security Deposit paid by Licensee as per Clause 2.2.1, on its own remove all articles and things belonging to the Licensee and hand over and/or deliver the vacant , quiet and peaceful charge of the Licensed Premises without any claim or hindrance. In the event the Licensee after receipt of Interest Free Security Deposit fails to hand over and/or deliver the vacant possession , quiet and peaceful charge of the Licensed Premises on the expiry or sooner determination of the Agreement, the Licensee shall be liable and shall pay to the Licensors as and by way of liquidated damages 3 (three) times the amount of License Fee, together with interest of 10% (ten percent) for each day of delay in vacating the Licensed Premises. Such condition shall be without prejudice to any other legal rights/remedies available to the Licensors under law and equity.
- 3.10. The Licensee agrees and acknowledges that the Licensors shall be entitled to undertake police verification of the Licensee and the Licensee shall provide all cooperation and necessary documentation to give effect to this clause.
- 3.11. As and when requested by the Licensors, the Licensee shall provide all the documents including but not limited to proof of occupation or any authentic

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document pertaining to his business along with the proof of identification requested by the Licensors.

4. TAXES AND CHARGES

- 4.1. The Licensee shall be entitled to consume electric energy through the connection, the fittings therefore installed in the Licensed Premises; and the Licensee shall bear and pay all duties, charges etc. in connection with the said use. Provided, however, that such duties, charges outstanding for payment for the period prior to the date of occupation by the Licensee, shall be borne by the Licensors.
- 4.2. The Licensor agrees to pay property tax on the Licensed Premises imposed by the concerned municipal authority.
- 4.3. During the term of this Agreement, the Licensors shall, over and above the License Fee herein reserved, also bear and pay the following expenses in respect of the Licensed Premises:
 - 4.3.1. All charges for electricity and water consumed by the Licensee in the Licensed Premises in accordance with the actual meter reading thereof, to the Tamil Nadu State Electricity Board and Tamil Nadu Water Authority and receipts to this effect shall be provided to the Licensors every month.
 - 4.3.2. Any charges towards housekeeping, security, gardening, etc. in respect of the Licensed Premises.

5. DEFAULT AND REMEDIES

- 5.1. In the event Licensee fails to cure any default within 15 (*fifteen*) days of issuance of notice of default, in writing by the Licensors, or such other period as specified in the written notice by the Licensors, the Licensee acknowledges and agrees that monetary damages alone would not be a sufficient remedy and the Licensors shall have all rights under law and may exercise any and all remedies available at law or in equity and in this Agreement, including without limitation, right to seek injunctive relief, suit for declaration, claim for damages, indemnification and specific performance of the Licensee's obligations hereunder. Notwithstanding anything contained in this Agreement, the Licensors may by prior written notice of 30 (thirty) days' to the Licensee, terminate this Agreement, which termination shall be effective after 30 (thirty) days from the date of receipt of such written notice by the Licensee..
- 5.2. The Licensee hereby acknowledges and confirms that on the expiry of the License Period or termination or earlier determination of this Agreement, if the Licensee does not vacate the Licensed Premises and remove its articles, belongings and effects from the Licensed Premises or any part thereof despite receipt of Interest Free Security Deposit from Licensors, the Licensors shall have a right to remove the same from the Licensed Premises and/or to prevent the Licensee from entering the Licensed Premises. In such an event, the entry by the Licensee or any other persons in the Licensed Premises will amount to trespass and the Licensors shall have the

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right to take all legal steps to prevent the Licensee and any persons connected to the Licensee from committing such trespass upon the Licensed Premises and the Licensors shall not be liable for any loss, damage or injury caused to any person or property therein while enforcing its right under this Agreement. The Licensee agrees and undertakes not to enter upon the Licensed Premises or commit trespass after termination of the Agreement and in which event shall be liable to pay liquidated damages to the Licensors as set out in clause 3.11 hereinabove.

- 5.3. Notwithstanding anything contained herein, it is agreed that the Licensed Premises shall at all times be under the complete ownership of the Licensors.

6. GENERAL

- 6.1. The Licensee acknowledges that time shall be of the essence with respect to performance of the Licensee's obligations under this Agreement, without limitation, the payment of the License Fee and surrender of the Licensed Premises as and when required by the Licensors, in accordance with the terms of this Agreement.
- 6.2. This Agreement may be terminated by either Party before the expiry of the License Period by giving a prior written notice of 30 (thirty) days' to the other Party.
- 6.3. The Licensors shall be entitled at any time during the continuance of this Agreement, without giving any written notice, to enter upon the Licensed Premises for the purpose of inspecting the conditions thereof, and ensuring that the Licensee has duly observed and complied with all its obligations under this Agreement.
- 6.4. The Licensors shall be entitled to create third party rights in respect of the Licensed Premises by way of sale, transfer, assign mortgage, charge or lien, during the subsistence of this Agreement. In such a case, till the expiry of the License Period such third party rights shall not disturb the occupation by the Licensee of the Licensed Premises. .
- 6.5. This Agreement (including the schedules attached to this Agreement) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement shall not be amended, altered or modified in any manner except by an instrument in writing and signed by both the Parties.
- 6.6. Any notice under this Agreement by either Party hereto to the other shall be deemed to be properly and validly given if sent by registered post with acknowledgement due or courier or by personal delivery against acknowledgement to the address of either Party as mentioned in the introduction unless any change in the address is notified in writing by either Party to the other.
- 6.7. The Parties have agreed that the costs towards stamp duty, registration and incidental charges of this Agreement shall be borne and paid solely by the Licensee.

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- 6.8. The original registered Agreement shall remain with the Licensors and the Licensee shall retain the counterpart of this Agreement.
- 6.9. The Parties will attempt in good faith to resolve any dispute, differences or claim arising out of or relating to this Agreement promptly through negotiations between them. In the event of the Parties failing to resolve the dispute amicably then the Parties shall refer such dispute or claim arising out of or in connection with this Agreement to arbitration by a mutually agreeable sole arbitrator. The Arbitration proceedings will be conducted according to the provisions of the Arbitration & Conciliation Act, 1996 or amendment or re-enactment thereof and the decision of the said sole arbitrator shall be final and binding on both the Parties. The venue and seat of the arbitration proceedings will be Trivandrum, Tamil Nadu. Only courts at Tamil Nadu shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement. This Agreement shall be governed by the laws of India.

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B.Pu

Partner



THE SCHEDULE OF LICENSED PREMISES

Plot Survey No. 52 , Golden bay resort, East Coast Road, Near Kuvathur Police station, Kuvathur, Tamil Nadu -603305, admeasuring 40 cents (including the building in it) situated at Chennai, Tamil Nadu, India.

IN WITNESS WHEREOF the Parties hereto have executed these presents (in duplicate) the day and year first hereinabove written.

SIGNED AND DELIVERED by

Mr. B. Prabhu

(OWNER)

For GOLDEN BAY RESORTS

Partner

SIGNED AND DELIVERED

on behalf of **GVK EMERGENCY
MANAGEMENT RESEARCH
INSTITUTE (LICENSEE)**




Authorized Signatory
Kumar Ramalingam
Senior Vice President