



महाराष्ट्र MAHARASHTRA

2024

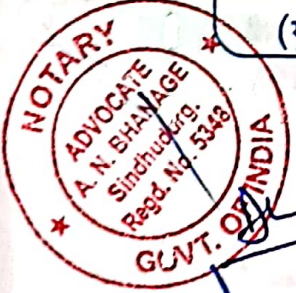
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प्रतिज्ञापत्रा व्यतिरिक्त (जोडपत्र २) / फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद ४)
मुद्रांक विक्रीचे ठिकाण : बांदेकर झेरॉक्स सेंटर कुडाळ, प.क्र.कुडाळ १५०८००५
विक्री क्र. २०१९ किंमत - १०० मुद्रांकाची एकूण रक्कम - १०० दि. १०/१०/२०२४
मुद्रांक श्री./सौ./श्रीम. उमेश सुंदर गाळवणकर रा. पिंगुळी
दस्त नोंदणी करणार आहेत का? होय/ नाही दुय्यम निबंधक कार्यालय
दस्त कोणाकडे सादर-तहसिलदार/नोदरी मिळकतीचे वर्णन मोबदला रक्कम
दुसऱ्या पक्षाचे नाव - बॅ. नाथ पै शिक्षण संस्था
दस्ताचा प्रकार - प्रतिज्ञापत्र/हमीपत्र/क्षतीपत्र/संमतीपत्र/करार/साठेकरार/भाडेकरार/खेदीखत/अखत्यासपत्र/तारणगहाण/बैंक/
हस्ते श्री./सौ./श्रीम. ज्ञानेश्वर राजाराम तेली रा. भडगांव बु.
(मुद्रांक घेणाऱ्यांची सही) (संजय गुरुनाथ बांदेकर)
मुद्रांक विक्रेता



Sub Treasury Officer
Kudal

4 OCT 2024



AGREEMENT

This agreement made at Kudal 4th February 2025 between the Director, Public Health Department Maharashtra, on behalf of District Health Officer, Zillha Parishad, Oros, Sindhudurg exercising executive power of the Government of State of Maharashtra hereinafter referred to as 'the Government' (which expression shall unless context does not admit include his successors) of the One Part and (1) Shri. Umesh Sundar Galvankar, Chairman of Br. Nath Pai Shikshan Sanstha Sindhudurg (hereinafter referred to as "Nursing Institute") an institute registered under the Societies Registration Act, 1860 - (No.21 of 1860) and having its registered office at Kamat Building, Bachat Mandir, Bazarpeth Kudal, Dist-Sindhudurg.

hereinafter referred to as the Manager (Which expression shall unless the context does not so admit, include then the survivors or survivor of them the heirs, executors and administrators of the last survivor members or member at the time being on the Managing Committee of the said institute) of the other part.

The Institute has established B.BSC.NURSING/GNM/ANM situated at (hereinafter referred to as "the said institute") Br. Nath Pai Shaikshank Bhavan Plot No-04,MIDC,Tal-Kudal Dist-Sindhudurg (hereinafter referred to an "the Nursing College which has no Hospital facilities for training students belonging to the said Nursing College.

AND WHEREAS the Institute and Manager have requested the Government to permit them to use 6 beds at each Primary Health Centre (PHC) viz all Rural & Urban PHC in Kudal Taluka, PHC in Pandur, Walawal, Mangaon & PHC of Parule in Vengurla Taluka, District -Sindhudurg more particularly described in the first schedule hereunder Written (hereinafter referred to as "the said Hospital" as well as other facilities available in the said Hospital for being utilized by the Students of the said institute for training purpose only.

AND WHEREAS the Government has agreed to permit the institute and the manager to utilize the said beds in the said Hospital, short particulars of which beds are given in the second schedule herein under written on certain terms & conditions agreed between parties hereto.

AND WHEREAS the institute and manager have agreed to construct within One year from the date of this agreement a fully equipped Hospital consisting of 300 beds with modern sophisticated investigational amenities and facilities at their own cost and adjoining the Nursing College Campus. AND WHEREAS the parties are desirous of recording the said terms & conditions.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

- 1) In consideration of the grant of license by the Government to the Manager to Make used of the said Hospital furniture and equipment and incidental services to be provided by the government to the Nursing Institute, at free of charge as it will be used by the institute for Community Health students experience.



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2) In pursuant of the said agreement and in consideration of the manager agreeing to pay to the government license fee at the rate afore said at the time and in the manner herein before mentioned, the Government hereby grants to the Managers a license and permission to have access to and use the said only for the purpose of training. Students of the license institute during the period commencing from the 30th days of July 2024 and ending on The 30th days of July 2027.

Provided that if government is satisfied that the institute and Manager have duly performed and observed all the terms and conditions of this agreement and have achieved reasonable and / or significant progress towards the construction on and setting up of their own Hospital, the Government may grant extension of this license for such a further period and at such license fee as the Government may determine, considering the new Indian Nursing Council norms dated 16.02.2012.

3) This License shall extend to the employees, agents, students and such other persons as may be lawfully required by the Institute for training the students of the Institute.

4) THE GOVERNMENT HEREBY AGREES:-

a) That the Manger may use the existing furniture, dead stock and clinical facilities belonging to the Hospital for the purpose of training students of the institute. If any additional furniture, dead stock and equipment is required by the Nursing institute for training students of the institute as per the appropriate councils of India and Universities requirement then the same shall be provided, installed and maintained by the manager, at their own costs. Provided that entire medical equipment of the said Hospital shall, at the discretion of the District Health Officer, Zillha Parishad, Oros, Sindhudurg of the said Hospital be available to all the patients of the said Hospital.

b) That the District Health Officer, Zillha Parishad, Oros, Sindhudurg of the said Hospital shall be responsible for the care of the patients in the said Hospital.

c) Provided that the exact condition and responsibility of administration, teaching and care of patients shall be worked at and fixed by initial consultation between the Director of Health Service, and the Institute. Provided also that the decision in this regard by the Director of Health Services on the parties here to.

5) The Manager undertake and agree :-

a) To use the said 6 beds at each Primary Health Centre (PHC) viz all Rural & Urban PHC in Kudal Taluka, PHC in Pandur, Walawal, Mangaon & PHC of Parule in Vengurla Taluka, District -Sindhudurg for the purpose of teaching its students only and for no other purpose whatsoever.

b) At their own cost and risk to store items of furniture, equipment and property of Manager in the said Hospital after taking prior permission in writing of the District Health Officer, Zillha Parishad, Oros, Sindhudurg of the said Hospital.

c) The Manager requires any additional staff for purposes of the training programme of the Institute, the same shall be appointed and maintained by the Manger at their own cost, Provided further the provision for residential quarters of such additional staff shall be made by the Institute and Manager at their own costs.

d) During the period of this agreement, the staff and the students of the Institute who will be in the premises of the said Hospital shall always the subject to the disciplinary control of the District Health Officer, Zillha Parishad, Oros, Sindhudurg.

e) That the government shall be entitled to periodically evaluate the recurring expenditure involved as a result of utilization of facilities of the said Hospital by the Institute and if upon evaluation, government is required to incur additional expenditure on that account, then the manager shall bear and pay to the government such a additional recurring expenditure.

f) To pay for or make goods at their expense any damage caused or done by any of the students and staff of the Institute to the inmates of the said Hospital and for its property or any part of the said Hospital or any part appertaining thereto to which the staff and students of the Institute have access, except fair wear and tear related to the proper use of the said Hospital by the institute.

g) To keep at all times the said Hospital premise and it precincts clean, neat and in good sanitary conditions.

h) Not to do or permit to be done anything upon the premises of the said Hospital and its precincts which may be a nuisance, annoyance or disturbance to the patients and inmates of the said Hospital or to the owners, occupiers or residents of other premises in the vicinity.

i) That government or any other person authorizes by Government from time to time shall have the right to inspect the said Hospital (including the said beds therein which the Manager are permitted to use) on behalf of the Government and the Manger, office bearers, staff and the students of the



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Institute shall render to such person full assistance enable person inspect the said Hospital. If such person requires the Manager to comply with directions in this behalf, then the Manager shall without demur comply with them.

j) To comply with all the directions or instructions issued by the government from time to time.

(6) The License hereby granted shall not confer on the manager, staff and students of the Institute any rights other than those hereby expressly granted.

(7) If the Manager fails to pay the License fee on the date fixed for the payment under these presents or if and whenever there shall be a breach of any of the terms and conditions here of by the Manager or if the Government is satisfied that the Manager has not achieved reasonable or significant progress towards construction and setting up of their own Hospital, then the License hereby granted may be terminated by the Government by giving to the Manager three months prior notice in writing in that behalf and in the event of such termination or the expiration the Manager shall not be entitled to any damages caused to them or of the buildings or additional floors or improvements built or carried out on the premises of the said Hospital by the Manager.

(8) Without prejudice to any other rights and remedies of the Government arrears of the said License fee shall be deemed to be arrears of land revenue and as such may be recovered by the government from the manager as arrears of and revenue under the provisions of the Maharashtra Land Revenue code, in 1966, and any amendments thereof.

9) The Licensee (Manager) shall indemnify and keep the licensor indemnified against all cost, charge, losses and damages which the licensor may suffer or incur by virtue of any negligence on the part of licensee which shall effect the licensor (Govt.) and to reimburse the licensor (Govt.) all such costs, charges or expenses losses or damages as the case may be, immediately on demand by the licensor (Govt.). The decision of the licensor (Govt.) in this regard shall be final and binding on the licensee and the licensee shall not have any right to dispute the same.

10) The licensee (Manager) shall not be entitled to carry out any renovation and interior work in said premises, as per there requirement.

11) The licensee (Manager) shall use the said premises only for its lawful object business purpose. The licensee (Manager) shall not carry out any business in contravention of any law or statute for the time being in force.



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- 12) The licensee (Manager) shall comply with all rules, regulations and bye laws applied for the said premises.
- 13) The licensee (Manager) shall not allow to private person/ third person in the premises.
- 14) The licensee (Manager) shall not be entitled to sub- rent the said premises the licensee (Manager) shall, however, be entitled to permit any of its subsidiaries or affiliates to use the premises.
- 15) The licensee (manager) shall have a right to peacefully enjoy the said premises subject to compliance with rules and regulation applicable to the said premises.
- 16) The licensee (manager) shall not bring and store any hazardous or inflammable articles in the said premises.
- 17) The licensee (Manager) shall not do anything in the said premises which is likely to be a nuisance or annoyance to the other occupants or which can cause any damage to the said premises or any part thereof.
- 18) The license can be terminated by either party by giving three months notice of its intention to terminate the license without any reason. The license shall be terminated at the expiry of such notice period.
- 19) The license terms and condition as may be mutually agreed up or, at expiry of the license period provided here in, for the renewed period, the parties shall execute and register fresh license deed.
- 20) The licensor (Govt.) shall have to carry out inspection of the said premises, during reasonable working hours either by its self or through its agents, wherever possible.
- 21) The licensee (Manager) shall be bound and liable to pay all amounts as required in terms of this license deed till it uses and occupies the said premises in quiet vacant, peaceful and unencumbered condition.
- 22) In case the Licensee (manager.) carries out any illegal business at the said premises the license shall decided to be terminated and the licensee (manager) shall be liable and bound to vacate the said premises forthwith apart from further action under the prevailing rules and regulation for the time being in force.
- 23) Upon expiry of termination or earlier determination of this license and in the event of the license (manager) failing to hand over quiet, vacant and peaceful possession of the said premises to the licensee remove its articles



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and effects belonging to the licensee (manager) from the said premises the licensor (govt.) shall be and titled to remove the licensee's manager articles

from the said premises at the cost of the licensor shall not render themselves liable for any civil or criminal action by doing so. This authority is irrevocable and constitutes the basis of these licenses and licensees shall not be entitled to dispute and any challenge call in question the validity or reasonable nests of this authority.

In witness where of the Governor of Maharashtra has caused the District Health Officer, Zillha Parishad, Oros, Sindhudurg, Government of Maharashtra to said his hand affix the seal of his office there to for an his behalf of and the manager of the institute here into said their hands on the day here first here in above written.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Hospital Premise)

SECOND SCHEDULE ABOVE REFERRED TO

(Here set out particulars on each bed like its serial number, number of the ward in which it is situated etc.)

[Signature] Identity Aadhar card No
7203 0019 3095

SIGNED, SEALED AND DELIVERED
By Dr. Sai Rupesh Dhuri,
District Health Officer,
Zillha Parishad, Oros, Sindhudurg



to the Government of Maharashtra for and जिल्हा आरोग्य अधिकारी the Governor of Maharashtra
in the presence of जिल्हा परिषद, सिंधुदुर्ग

- (1)
- (2)

SIGNED, SEALED AND DELIVERED By the above named Managers of the institute.

Shri. Umesh Sundar Galvankar,
Chairman,
Br.Nath Pai Shikshan Sanstha Sindhudurg,
Tal-Kudal, Dist-Sindhudurg.

In presence of -

- 1)
- 2)

I know the Deponent -



Identity Aadhar card No.
6650 5533 5671

PLACE: Kudal

DATE : 04/02/2025



[Signature]
BEFORE ME
SIGNED & EXECUTED
AVADHUT N. BHANAGE
ADVOCATE & NOTARY
DOCUMENT REGD. NO.199
DATE - 04/02/2025