

LICENSE DEED

This License Deed is made on this **6th February 2024**

By and Between

Swami Rama Himalayan University (SRHU) a University established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered office at Swami Ram Nagar, Post Office Jolly Grant, District Dehradun through its **Chief Medical Superintendent** (hereinafter referred to as the "First Party") of the **FIRST PART.**

AND

M/s. SHOBHIT MEDIVENTURES (LLP), a partnership firm registered under the LLP Act, and having its Registered Office at Rana Hospital Pvt. Ltd. Jitendra Pal, Rapti Nagar, Phase-4, Gorakhpur, Uttar Pradesh- 273013, India through its Authorized Representative (hereinafter referred to as the "Second Party" of the **SECOND PART**

That the terms "**First Party**" and "**Second Party**" unless repugnant to the context thereof shall mean and include the directors, successors in interest, legal representatives, nominees, permitted assigns etc. as applicable respectively.

The First Party & Second Party shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

OBJECTIVE

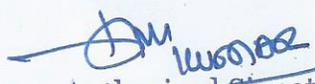
This License Deed between **Swami Rama Himalayan University (SRHU)** and **M/s. SHOBHIT MEDIVENTURE LLP** is proposed for entering into an arrangement with the objective of providing quality & affordable medicine with state-of-the-art pharmacy facilities at the premises of the First Part for benefiting the public at large.

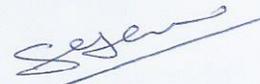
WHEREAS the First Party is engaged in running a Medical College and its Teaching Hospital which provides inpatient and outpatient services and willing to license its premises for managing and running Out Patient Department (OPD) Pharmacy store(s) by the Second Party.

AND WHEREAS the Second Party being in the business of setting up a retail chain of Pharmacy store(s) in the name and style of "**SHOBHIT MEDIVENTURE LLP**" preferably to cater the needs of the patients in hospitals and clinics etc. as authorized by its memorandum of association has approached the party of the First Part with a proposal for running and managing pharmacy store(s) within the premises of the First Party.

For SHOBHIT Mediworld LLP

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Authorized Signatory

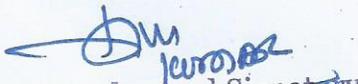

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)

AND WHEREAS the First Party has approved the proposal of the Second Party for running and managing up of the OPD pharmacy store(s) within the premises of the First Party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS DEED AND FOR OTHER GOODS AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. That in consideration of the financial considerations agreed upon herein under this License Deed, the First Party agrees to provide the Second Party required area for the purpose of running and managing up pharmacy store(s).
2. That this License Deed shall come into effect from the **6th February, 2024** and shall be valid for a period of (01) year i.e. **5th February, 2025**.
3. That the Second Party shall open up the OPD pharmacy store(s) and maintain buffer of quality and affordable generic and branded medicine & surgical items/products as per the requirement and formulary provided by the First Party.
4. That the First Party, its employees, doctors, contractors, representatives, patients, visitors and authorized agents shall have unrestricted/unlimited access to the pharmacy 24 hours per day, 7 days per week and 365 days a year during the term of this Deed.
5. That the Second Party shall, within 30 (Thirty) days from the Effective Date, shall obtain all necessary permissions including drug license and empanelment as applicable, from the concerned authorities for the purposes of running and managing OPD pharmacy store(s) at the premises of the First Party. The First Party hereby agrees to extend all necessary assistance and co-operation to the Second Party and as and when the need arises.
6. That the Second Party shall be entitled to carry out such works as are required by it to fit out and furnish Pharmacy in a manner which it deems fit and proper including but not limited to installation counters, erection of fittings, fixtures, installations of requisite equipment, computers or automations equipment, or any other materials, furniture, fittings, goods, or paraphernalia as may be necessary for smooth running of the OPD Pharmacy store(s).

7. That the stock of Medicine in the Store(s) shall be the sole property of the Second Party and the complete ownership of the same lies with the Second Party. All management, staffing, stocking, for the purpose of sale from the counters will be at the discretion of the management of the Second Party.
8. That the sale price of the medicine/ surgical items etc. and the discount to the employees and the Patients, shall be decided by the First Party.
9. That the Insurance and other formalities for smooth functioning of the Pharmacy store(s) shall be taken care by the Second Party.
10. That the Second Party shall be responsible for the maintenance and safety of moveable and immovable property of the First Party.
11. That the Second Party shall not sublet, assign or part with the services to any other agency and shall ensure that no such other activity is carried out in the premises.
12. That the First Party shall ensure that no hurdle comes in the establishment of the store(s) so far the consent and approval of the First Party is required.
13. That the Second Party shall abide by rules, terms and conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time on need base during the tenure of this Deed.
14. That the Second Party shall provide a deposit of **One Month License Fee** as security for due fulfillment of this Deed to the First Party. The security amount is refundable after deduction, if any, after expiry of this Deed and/or subsequent to termination of this Deed. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
15. That the Second party shall deposit monthly license fee, in advance, amounting **Rs. 22,00,000/- (Rupees Twenty Two Lakhs only)** per month to the First Party by seventh of every month. In addition, GST and other statutory taxes, as applicable from time to time, shall be payable by the Second Party.
16. That the Second Party shall additionally submit in advance 11 Nos. postdated cheques, amounting to **Rs. 22,00,000/- (Rupees Twenty Two Lakhs only)** plus GST, as applicable from time to time, towards payment of monthly license fee at the time of signing of the license deed.
17. That the First Party shall review the license fee defined in clause 15 above after six months of its execution and the First Party shall have the right to amend/revise the above License fee on mutually agreed terms and conditions.



18. The Second Party shall pay Rs. 17,000/- (Rupees Seventeen Thousand only) per month towards one housekeeping staff, provided by the First Party and is subject to revision of minimum wages by the Govt.
19. The Second Party shall pay Rs. 3,000/- (Rupees three thousand only) per month to the First Party towards WiFi facility and is subject to revision.
20. The Second Party shall pay Rs. 10,000/- (Rupee ten thousand only) per month to the First Party towards furniture & fixtures provided to the Second Party. List of furniture & fixture attached as **Annexure-1**.(page no. 01 to 04)
21. The Second Party shall pay for electricity and power backup as per actuals.
22. GST and other taxes, if any, applicable on facilities defined at clause no. (18), (19), (20) and (21) shall be paid by the Second Party.
23. Any other kind of facility provided by the First Party shall be on chargeable basis. GST and other applicable taxes, if any, on the facilities provided by the First Party shall be paid by the Second Party.
24. That after the execution of this Deed for all intents and purpose the Second Party shall be "Employer" within the meaning of various labour laws in respect of the personnel/staff appointed by the Second Party for running and managing the OPD Pharmacy store(s). And likewise the personnel will be deemed to be the employees of the Second Party only, for all intents and purpose. The Second Party will issue letters of engagement/appointment to their personnel and furnish copies thereof inter-alia to the First Party.
25. That after the execution of this Deed the Second Party shall at all times indemnify and keep indemnified the First Party against any claim on account of disability/death of any personnel caused while undertaking the said contractual obligations within the premises of the First Party which may be made under the Workmen Compensation Act, 1923 or any other Acts or Statutory Notifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Second Party or in Laws or rules made there under by any person whether in the employment of the Second Party or not, who provided or undertakes the said contractual services at the premises of the First Party as provided hereinbefore.
26. That after the execution of this Deed the Second Party shall ensure that none of the staff appointed by the Second Party shall contact any of the authorities

of First Party in the matter relating to payment of the wages, statutory dues etc. as it will be the sole responsibility of the Second Party.

27. That after the execution of this Deed the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence shall not be entitled to claim any salary, compensation or damages or anything whatsoever from the First Party.
28. That for smooth functioning of the OPD pharmacy store(s) the Second Party shall deploy sufficient number of work force to the satisfaction of First Party. The employees of the Second Party should be courteous, polite and gentle with the staff and Patients.
29. That in case of any exigency or emergency, the Second Party shall ensure the presence of their Senior Officer to resolve the issue without any loss of time.
30. That any kind of facility provided by the First Party to the Second Party will be charged by the First party on regular basis.
31. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employee as applicable by law and shall submit PF, ESI and other Challan along with complete list of staff with their wages to the First Party on Monthly basis.
32. That the Second Party shall be entitled to do internal branding of its Pharmacy. The Second Party may display co-branded standees at the University premises.
33. That the Second Party shall be responsible for displaying, at a prominent places within the OPD Pharmacy store(s), important telephone numbers like Police Control Room, Fire Control etc. required for meeting any eventuality.
34. That where there is violation of contract from either Party, the Other Party shall give a notice of 01 (one) months for remedies, failing which, the Other Party shall have the right to terminate the Deed with 02 (two) month's advance written notice.
35. That the deed can be terminated by either party by giving three month's advance written notice. However, in case of the material breach by the Second Party of any of the terms and conditions contained in this Deed, the First Party reserves the right to terminate the Deed forthwith without assigning any reason thereof.

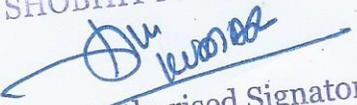
36. That any notice, consent, waiver and/or other communication pursuant to this Deed must be in writing signed by the person serving it, or by a person duly authorized by the person serving it, and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); or (b) when received by the addressee, if sent by a recognized overnight delivery service at the registered Address (receipt requested) (c) Registered Email and (d) Speed Post to the Registered address.
37. That the Second Party shall not keep and sell any expired/spurious/low quality medicine and surgical items/products in the pharmacy store(s) run & managed by it.
38. That after the execution of this Deed, the Second Party shall hold harmless and indemnify the First Party from all issues related to running and management of the OPD pharmacy store(s) and attests that such matters are purely the responsibility of the Second Party. Similarly, The First Party shall indemnify and hold the Second Party harmless for all issues unrelated to Pharmacy store(s) that may arise in the hospital.
39. The First Party shall NOT be responsible for any issue relevant to Pharmacy store(s) in regard to GST Department / Drug Department / Employment / Market Outstanding (Supplier) Goods purchased by Second Party / Stock Pilferages during the tenure of this Deed. It shall be sole responsibility of Second Party only.
40. That the parties herein shall resolve all disputes in connection with this Deed amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for Arbitration. The Arbitrator shall be appointed as per the provision of Arbitration and Conciliation Act, 1996. The place of the Arbitration shall be SRHU campus, P.O. Jolly Grant, Doiwala, Dehradun.
41. That this Deed shall be governed and interpreted in accordance with Indian laws and any legal action or proceeding arising under this Deed shall be subject to the jurisdiction of the courts of Uttarakhand.
42. That Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this Deed at all times, and no Party shall use or disclose any confidential information of the other Party for any purpose other than as explicitly permitted by this Deed, without the prior written consent of such other Party. Provided however, nothing contained herein shall affect the ability of the Parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing Party shall give information to the other Party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other Party to seek confidentiality of the information being

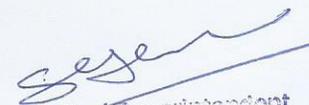
disclosed, to the extent permitted by law.

43. That the Deed may be amended only by an instrument in writing signed by each Party to this Deed.
44. That the First Party and the Second Party shall have the right to use the name & trademark of the other Party or do any press release only for the purpose of publicity of the Pharmacy with prior approval of both parties.
45. That all the medicines and other healthcare products sold by second party shall be purchased by second party either directly from the company or through their authorized distributors via Tax invoice only, so that such a procurement methodology completely rules out spurious, duplicate or expired drugs, thereby safe-guarding the delicate health of patients.
46. That the Second Party shall share with the First Party, the list of the Authorized dealers/supplier of companies from where he has purchased the medicines and other healthcare products.
47. That the second party shall honor doctor's prescriptions and shall not sell substitution of medicine prescribed by Doctors.
48. That the second party shall ensure NABH guidelines in OPD pharmacy store(s).
49. That the Second party shall ensure complete transparency in all the process. Second party shall install its software's at the OPD pharmacy store(s) to view live sale/purchase/profit etc. First party can cross check at any time all purchase/sale bills which are kept at pharmacy store(s). Further second party shall arrange for live sale/profit to be displayed on mobile numbers furnished by the First Party. If required, second party shall synchronized with Hospital software for live functioning. Second Party shall also provide the live access of software to the First Party and provide the customize report as required by the First Party.
50. That the second party shall contribute in programmes (organized by Institute for welfare work) two times in a year in terms of 2% of Gross Profit of that particular month for each event.
51. That the second party shall ensure free Drug's Distribution to the patient's welfare on monthly basis which comprises of distribution of Generic Drugs of amount Rs 1 (One) Lakh per month of reputed company.
52. That the second party shall make an arrangement of express billing & delivery counters for OPD patients.

For SHOBHIT Mediworld LLP

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Authorized Signatory


Chief Medical Officer

53. That the second party shall ensure that pharmacy staff is in proper dress with proper ID's, thereby ensuring proper decorum and discipline is maintained at all times in the pharmacy store(s).
54. That all the expenses in running pharmacy such as staff salary/Taxation/Electricity/stock/pharmacy management etc.) shall be borne by second party.
55. That at the termination/at the end of this License deed i.e. 5th February, 2025 the second party shall forthwith handover all the furniture, fixtures, equipment etc. (which are property of first party) to the authorized representative of the first party. Further the second party shall handover peaceful possession of premises and other items to the first party on termination/expire of this deed.

IN WITNESS where of the Parties herein have executed this Deed on the day and date first written above

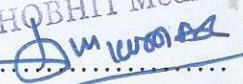
FOR AND ON BEHALF OF:

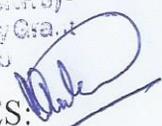
(First Party)
Swami Rama Himalayan University

(Second Party)
M/s. SHOBHIT MEDIVENTURE LLP



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Dr. SL Jethani
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of Swami Rama Himalayan University)
Swami Rama Himalayan University, P.O. Jolly Grant
Dehradun-248140

For SHOBHIT Mediworld LLP

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Mukesh Kumar
Vice President
Authorised Signatory

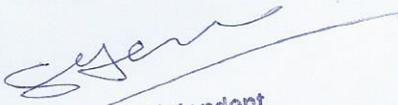
WITNESSES:

Mukesh Mangain
Asst. Registrar (HA)
Himalayan Hospital

Sachin Tomer
A-364, Greater Noida
Gautam Buddha Nagar, UP



List of OPD Outlets of M/s. SHOBHIT MEDIVENTURE LLP in Himalayan Hospital

S.No.	Location	Pharmacist	License no.
1	Near SBI	Amit Singh	UA-DEH-117498/99
2	Old Building (Adjacent to Kalptaru)	Sachin Tomer	UA-DEH-117496/97
3	Cardiology (Block C)	Akhilesh Naithani	UA-DEH-126032/33
4	New Building (Block B)	Ashutosh Singh	UA-DEH-117500/01
5	Ware House	Sandeep Singh	UA-DEH-117910/11


Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRSU)
Swami Ram Nagar, P. O. Jolly Grant
Dehradun-248140

For SHOBHIT Mediworld LLP

Authorised Signatory