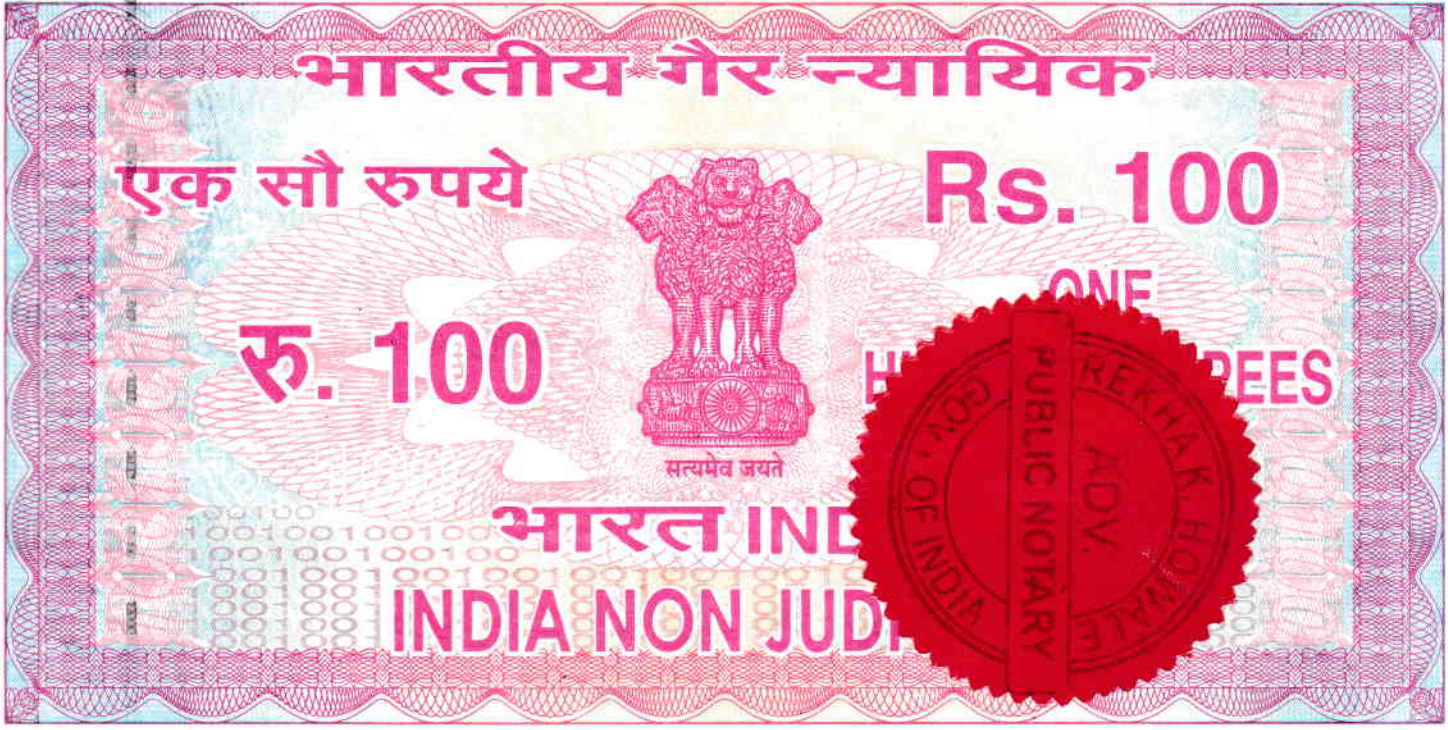


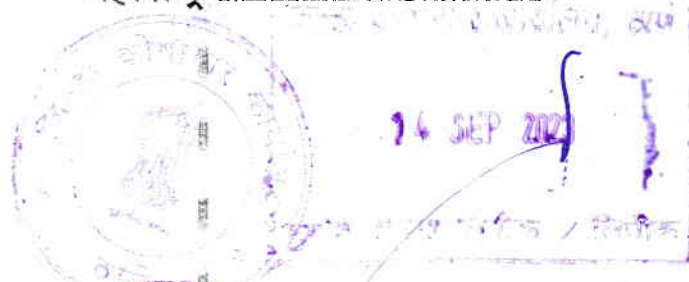


महाराष्ट्र MAHARASHTRA

2023

18 SEP 2023

70AA 116488



आडपत्र-1/फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोंदवही अनुक्रमांक

मुद्रांक विक्री घेण्याच्या नाव

पत्ता व राहणी

श्री. सुधीर विष्णू शिंगाडे,

परवाना क्र. 13/2000, नवें

मुद्रांक विक्रीचे ठिकाण : सुनिता

कॉट नं. 7, सेक्टर-1ए, सी.बी.डी. बेलपूर, नवी मुंबई. मो. 09324704124

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे



Memorandum of Understanding

Dr. Sudhir Nanasaheb Kadam Trustee, Mahatma Gandhi Mission Trust, Nanded

AND

Mahatma Gandhi Mission College of Nursing, MGM General cum Super Specialty Hospital Campus, Plot No.46, Sector-30, Vashi, Navi Mumbai-400705.

I Dr. Sudhir Nanasaheb Kadam S/o Shri. Nanasaheb Kadam, residing at MGM Hospital Campus, CBD, Belapur, Navi Mumbai and at present the Director and Trustee of Mahatma Gandhi Mission Trust having its administrative office at Nanded, Maharashtra do hereby solemnly affirm and state as under:

Dr. S. N. Kadam

Trustee

MAHATMA GANDHI MISSION

Mrs. Rosamma Tomy
Principal Cum Professor
MGM College of Nursing
Vashi, Navi Mumbai.

- 
1. That I am Dr. Sudhir Nanasaheb Kadam, Director of Mahatma Gandhi Mission Trust having its administrative office at Kamothe, Navi Mumbai, Maharashtra.
 2. That the Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai's B.Sc.Nursing programme is managed by Mahatma Gandhi Mission Trust and I am holding the office of Director post in the Trust.
 3. I am the Director and trustee of Mahatma Gandhi Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai (B.Sc.) and I am having own Medical Colleges and MGM Group of Hospitals at Navi Mumbai.
 4. The students of B.Sc.Nursing of Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai is allowed to avail facilities of MGM Medical College, Kamothe and MGM Medical College Vashi, Navi Mumbai.
 4. The students of B.Sc.Nursing of Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai is allowed for clinical experience at Mahatma Gandhi Missions group of Hospitals at Navi Mumbai i.e.
 1. MGM Medical College Hospital, Kamothe
 2. MGM Hospital, Kalamboli
 3. MGM Hospital & Research Centre, CBD Belapur
 4. MGM New Bombay Hospital, Vashi



Dr. S. N. Kadam
Trustee
MAHATMA GANDHI MISSION



Mrs. Rosamma Tomy
Principal Cum Professor
MGM College of Nursing
Vashi, Navi Mumbai.

This MOU is permitted for students to avail facility and clinical practice without any payment.

6. In witness thereof, the parties herein have appended their respective signatures the day and year above stated.

Signed for and on behalf of Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai.



Name : - Dr. Sudhir Nanasaheb Kadam

Designation :- Trustee & Director

Mahatma Gandhi Mission Trust

Dr. S. N. Kadam
Trustee
MAHATMA GANDHI MISSION



Name : - Mrs. Rosamma Tomy

Designation :- Principal

Mahatma Gandhi Mission College of Nursing Vashi,

Navi Mumbai

Mrs. Rosamma Tomy
Principal Cum Professor
MGM College of Nursing
Vashi, Navi Mumbai.



ATTESTED BY ME


REKHA KISHORE HOWALE
Advocate & Notary Public
Shop No. 13, Prabhat Center
Ground Floor, Sec. 1A,
CBD Belapur, Navi Mumbai-400014

17 OCT 2023



महाराष्ट्र MAHARASHTRA

© 2023 ©

06 FEB 2024

84AA 996273

जिल्हा कोषागार कार्यालय, ठाणे

29 JAN 2024

प्रमुख लिपीक / लिपीक

पत्र-1 / फक्त प्रतिज्ञापत्रासाठी
मुद्रांक विक्री नोंदवही अनुक्रमांक
मुद्रांक विकत घेणाऱ्याचे नाव
पत्ता व सही

श्री. रविन्द्र दिग्विषू शिंगाडे,

परवाना क्र. 13/2000, नांदेन

मुद्रांक विक्रीचे ठिकाण : सुनिता कॉम्प्लेक्स नं. 23, प्रभात सेंटर एअर
लॉट नं. 7, सेक्टर-1ए, सी.बी.डी. बेलोपूर, नवी मुंबई. मो. 09324704129

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

ANNEXURE - A

AGREEMENT

Govt. Resolution No. PRAS - 2012 / CR - 117/ Health - 4 dated 18.9.2012 appendix

This agreement made at Navi Mumbai Two Thousand Twenty Four between the Director, Public Health Department Maharashtra, exercising executive power of the Govt. of state of Maharashtra hereinafter referred to as 'the Director' (which expression shall unless context does not admit include his successors of the One part.

1. Dr. Sudhir Nanasaheb Kadam, Director Mahatma Gandhi Mission Trust, Navi Mumbai.
2. Mrs. Rosamma Tomy, Principal, Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai the present member of the managing committee of Mahatma Gandhi Mission College of Nursing, Vashi. Hereinafter referred to as "Nursing Institute" an institute under the Societies Registration act, 1860 (No. 21 of 1860) and having its registered office at District Nanded

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

WHEREAS the nursing institute has established a Basic B. Sc. Nursing course and said situated at Mahatma Gandhi Mission General cum Super Specialty Hospital Campus, Plot No.46, Sector-30, Vashi, Navi Mumbai-400705. (Hereinafter referred to as "the said institute") which does not have adequate facilities for training Students belonging to the said institute for Rural Community Health Nursing experience.

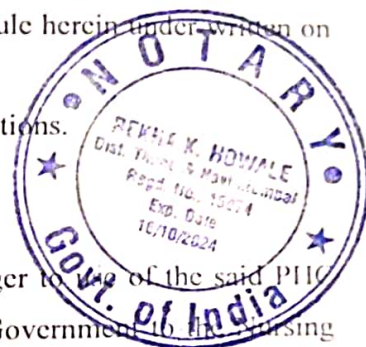
AND WHEREAS the institute and manager have requested the Government to permit them to use Primary Health Centre, Gavhan, Taluka Panvel, District Raigad. More particularly described in the first schedule hereunder Written (Hereinafter referred to as "the said PHC" as well as other facilities available in the said PHC being utilized by the students of the said institute for training.

AND WHEREAS the Government has agreed to permit the institute and the manager to utilize the said beds in the said PHC, 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 parties are desirous of recording the said terms & conditions.

NOW THIS AGREEMENT WITNESS AS FOLLOWS: -

- 1) In consideration of the grant of license by the government to the manager to use the said PHC for training nursing furniture and equipment and incidental services to be provided by the Government of the said PHC institute, the manager shall pay to the government as and by way of license fee calculated at the rate of Rs. 150/- per day per bed per student used by the institute the amount of the license fee shall be paid by the manager to concerned DHO/Medical Officer in advance on the first day of January to 31st March each and every year during the subsistence of this license.
- 2) In pursuant of the said agreement and in consideration of the manager agree to pay to the government license fee at the rate aforesaid at the time and in the manner hereinbefore 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 01/01/2024 to 31/12/2027. 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 significant progress towards the construction on the setting up of their own



PHIC the government may grant extension of this license for such a further period and at such license fee as the government may determine.

- 3) This license shall extend to the employees, agents, students and such other person as may be lawfully required by the Institute for training the students of the Institute.
- 4) The Director, Public Health on behalf of Government hereby agrees: -
 - a) That the manger may use the existing furniture, dead stoke and clinical facilities belonging to the PHIC 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 council of India and Universities requirement then the same shall be provided, installed and maintained by the manger, at their own costs. Provided that entire medical equipment of the said PHIC shall, at the discretion of the DIHO/ Medical officer of the said PHIC, be available to all the patients of the said PHIC.
 - b) That the DIHO/ Medical officer of the said hospital shall be responsible for the care of the patients in the said PHIC, provided that the exact condition and responsibility of administration, teaching and care of parties shall be worked out and fixed by mutual consultation between the director of health services, Director Medical Education & Research and the institute provided also that the decision in this regards by the Director of Ihealth services on the parties' hereto.
- 5) The Manager undertake and agree: -
 - a) To use the said Beds in the said Hospitals 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 PHIC after taking prior permission in writing of the DIHO/ Medical officer of the said PHIC.
 - c) The manager requires any addition staff for purposes of the training programme of the institute, the same shall be appointed and maintained by the Manager at their own cost, 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 PHIC shall always be the subject to the disciplinary control of the DIHO/ Medical officer
 - e) That the Government shall be entitled to periodically evaluate the recurring expenditure involved as a result of utilization of facilities of the said PHIC by the Institute and if upon evaluation.

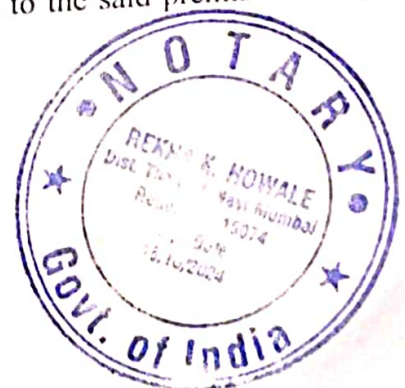


government is required to incur additional expenditure on that account, then the manager shall bear and pay to the government such an additional recurring expenditure

- f) To pay for or make good at their expense any damage caused or done by any of the students and staff of the Institute to the inmates of the said PHIC and/ or 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 PHIC premises and its precincts clean, neat and in good sanitary conditions.
 - h) Not to do or permit to be done anything upon the premises of the said PHIC and its precincts which may be a nuisance, annoyance or disturbance to the patients and inmates of the said PHIC or to the owners, occupiers or residents of other premises in the vicinity.
 - i) That Government or any other person authorized by Government from time to time shall have the right to inspect the said PHIC (including the said beds therein which the manager is permitted to use) on behalf of the Government and Manager, office bearers, staff and the students of the Institute shall render to such person full assistance to enable person inspect the said PHIC. If such person requires the Manager to comply with directions in his 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 fail to pay the license fee on the date fixed for payment under these presents or if and whenever there shall be a breach of any of the terms and conditions hereof by the manager or if the government is satisfied that the Manager have 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 the buildings/ or additional floors or improvements build 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, change, 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 (Government) and to reimburse the licensor (Government) all such costs, charges or expenses losses or damages as the case may be, immediately on demand by the licensor (Government). The decisions of the licensor (Government) in this regard shall be final and binding. The license and the licensee shall not have any right to dispute the same.
- 10) The licensee (Manager) shall not entitled to carry out any renovation and interior in said premises, as per their requirements.
- 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.
- 12) The licensee (Manager) shall comply with all rules, regulation and bye laws applied 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 of 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 intension to terminate the license without any reason the license shall be terminated at the expiry such notice period.

19) The license a term & conditions as may be mutually agreed upon at expiry of the license period provided herein. For the renewal period, the parties shall execute and register a fresh license deed.

20) The licensor (Government) shall have to carry out inspection of the said premises, during reasonable working hours either by its self or through its agents, whenever possible.

21) The licensee (Manager) shall be bound a liable to pay all amounts as required in terms of this license deed till it used and occupies the said premises in quiet vacant, peaceful and unencumbered condition.

22) In case the licensee (Manger) carried out any illegal business at the said premises the license shall decide to be terminated and the licensee (Manager) shall be liable and bound vacate the said premises forthwith apart further action under the prevailing rules and regulation for the time being in force.

23) Upon expiry, termination or either determination of this license and in the event of the license (Manager) failing to hand over quiets vacant and peaceful possession of the said premises to the licensee remove its articles and effects belonging to the licensee (Manager) from the said premises the licensor (Government) 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 licensee 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 DIIS to the public health department of Government of Maharashtra to said his hand affix the seal of his office there to for his behalf of and the manager of the institute here into said their hands on the day here first here in above return.

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.)

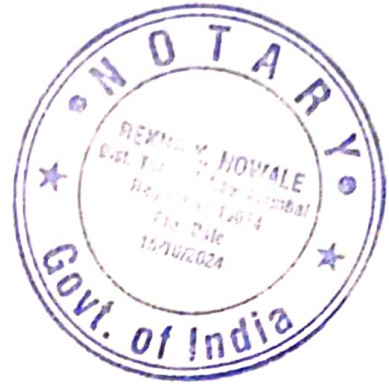
SIGNED, SEALED AND DELIVERED

DHO/ Medical officer Primary Health Centre, Gavhan, Taluka Panvel, District Raigad for and behalf of the Government of Maharashtra in the presence.

1)

जिल्हा आरोग्य अधिकारी
रामगड जिल्हा तालुका, अलिबाग

2)



SIGNED, SEALED AND DELIVERED

By the above named Managers of the institute

1)

Dr. Sudhir Nanasaheb Kadam

Dr. S. N. Kadam
Trustee
MAHATMA GANDHI MISSION

2)

Mrs. Rosamma Tomy
Mrs. Rosamma Tomy
Principal Cum Professor
MGM College of Nursing
Vashi, Navi Mumbai.

13 FEB 2024
ATTESTED BY ME

REKHA KISHORE HOWALE
Advocate & Notary Public
Shop No. 13, Prabhat Center
Ground Floor, Sec. 1A,
BD Belapur, Navi Mumbai-400614

The present Managing Committee of Mahatma Gandhi Mission College of Nursing, Vashi, Navi Mumbai.