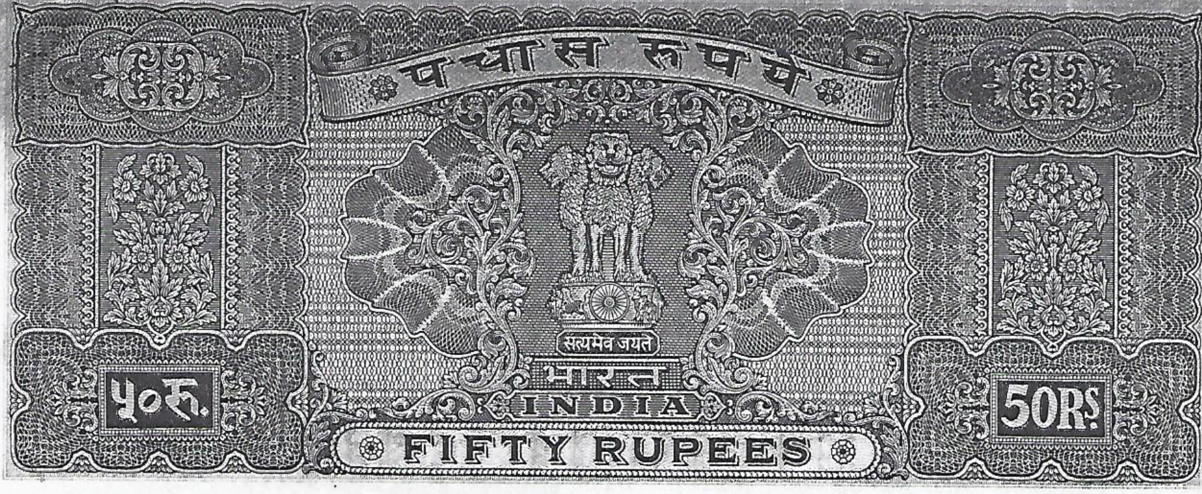
50 Rs.



A G R E E M E N T

THIS AGREEMENT made this 17th day of June One thousand nine hundred ninty four BETWEEN THE GOVERNMENT OF WEST BENGAL having its office at Writers' Buildings, B.B.D.Bag, Calcutta-700 001 hereinafter called "W.B.Govt." (which expression shall unless repugnant to the context or meaning thereof includes its successors, nominees and assigns) of the **ONE PART AND ADVANCED MEDICARE & RESEARCH INSTITUTE LIMITED** an existing Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 6, Ho Chi Minh Sarani, Calcutta-700 071 hereinafter called **"AMRIL"** (which expression sahll unless repugnant to the context or meaning thereof includes its successors, nominees and assigns) of the **OTHER PART.**

W H E R E A S :

A. W.B.Govt. is the Owner of the premises of Niramoy Group of Ins titutions as defined under Section 6A (2) - "Explanation", of The Niramoy Group of Institutions Acquisition (Amendment) Act, 1991 , and is in possession of the premises of the said Niramoy Group of Institutions .

B. In the public interest W.B.Govt. has approved a proposal to develop and run the said Niramoy Group of Institutions as a Joint Sector project in the premises at P 4 & 5, C.I.T Scheme LXXII, Block A, Gariahat Road, Calcutta-700 019 and at 70, Ganesh Chandra Avenue, Calcutta -700 013 (hereinafter referred to as "the said premises") to provide medical, allied and other services.

Now it is mutually agreed and declared as follows:

1. The existing private sector Company, **AMRIL**, will be converted into a joint sector company through participation of the W.B.Govt. into its equity capital for which Memorandum and Articles of Association of AMRIL will be suitably ammended. For this purpose the share capital of AMRIL shall be suitably increased. The new shares shall rank pari passu with the existing shares.

2. In respect of 'the said premises' W.B.Govt. has agreed to grant a lease, with the right to assign, mortgage the whole or any part of the said premises to any Financial Institutions or Banks, intially for 30 (thirty) years, with the option of renewal in favour of the said Joint Sector company (hereinafter called "the Company") on mutually agreed terms and conditions. The Company, in consideration for acquiring the leasehold rights, as aforesaid, will pay a sum of Rs.100,05,725 (Rupees One crore five thousand seven hundred and twenty-five). as a lease premium to the W.B.Govt. by way of

(i) alloting fully paid equity shares in the Company in favour of W.B.Govt. for a face value of Rs.7800000(Rupees Seventy-eight lakhs)

and (ii) Rs.22,05,725 (Rupees Twenty-two lakhs five thousand seven hundred and twenty-five) in cash.

The Company shall pay lease rent to W.B.Govt. for the said premises at the rate of Rs. 640,000(Rupees Six lakhs and forty thousand) per annum.

These lease premium and lease rent have been assessed in respect of premises Nos. P 4 & 5 CIT Scheme LXXII, Block A, Gariahat Road, Calcutta -700 019 and 70, Ganesh Chandra Avenue, Calcutta-700 013, but excluding premises at 2, Ashutosh Mukherjee Road, Calcutta-700 020 for which valuation , when done , would be added to the lease premium and lease rent accordingly.

3. The private sector partner, AMRIL, agrees that the Company will pay Rs.22,05,725 (being the difference between the lease premium and the face value of Equity Shares to be issued to W.B.Govt.) to the W.B.Govt. towards payment to UCO Bank against their dues .

As the amount due to UCO Bank has been decreed by the Court for Rs.51 lakhs with interest @ 9% per annum, any money payable by the W.B.Govt. over and above Rs. 22,05,725 , as aforesaid, will be advanced by the Company to W.B.Govt. to clear the dues of UCO Bank . The said advanced will be adjusted against the annual lease rent payable by the company.

4. Subject to the necessary approvals under the provisions of the Companies Act,1956, or any other laws for the time being in force, the minimum equity share capital of the Company shall be subcribed and paid up as under:

a) Beneficially by W.B.Govt., its nominees and associates.	26%(Twenty Six per centum)
b) Beneficially by AMRIL's promoters, their nominees and associates.	25%(Twenty five per centum)
C) By the Public, Financial Institutions and/or promoters/shareholders.	49%(Forty nine per centum)

If the share holding of the W.B.Govt. is not increased in future, the share holding pattern of the company may be changed with the written consent of the W.B.Govt.

5. With a view to expediting the implementation of the project, AMRIL is authorised to incur pre-operative expenses, expenditure for finalisation of foreign collaboration, if any, appointment of Merchant Bankers and to take all necessary action for bringing the project into fruition. All s such expenditure shall be adjusted against contibution to be made by the party towards the Equity Shares in the Compnay. In the event of the Project not materialising, AMRIL will bear all pre-operative expenses so incurred.

6. The parties hereto agree that ~~(i)~~ out of the total number of indoor and out door patients to be treated by the Company, 10% (Ten percent) of indoor patients and 20% (Twenty percent) of out door patients will be treated free of cost and ~~(ii) the Company shall consult with the Health and Family Wel fare Department of the State Goverment before adopting the rate structure for the health care facilities. Necessary guidelines will be issued in this regard by W.B.Govt. from time to time.~~

7. The Board of Directors of AMRIL will be reconstituted in order to include the required number of W.B.Govt. nominated Directors .

8. The Management of the Company shall vest in the Board, while the day to day operations will be looked after by the Managing Director who will act under the superintendence, guidance and control of the Board.

9. The Number of Directors shall not be less than six or more than twelve.

10. An equal number of Directors will be nominated by W.B.Govt. including its associates/nominees and by AMRIL's Promoters/Shareholders including its associates / nominees to represent on the Board.

11. The W.B.Govt. shall appoint one of its nominated Directors as the Chairman of the Board .

12. The Managing Director of the Company will be appointed from amongest the Directors nominated by the Promoters/ Shareholders of AMRIL.

13. If either of the Joint Sector Partners at any time wishes to dispose of their shares in the Company, subject to compliance of legal obligations of the party wishing to sell its share, will offered its share to the other party on the basis of either:

A fair valuation which shall be fixed by the AUditors of the Company,

OR

The average price of the shares ruling on any recognised Stock Exchange on which such shares may be quoted for the preceeding six months of such offer being made, whichever is higher.

14. If the party to whom the offer in the above manner is made either refuses the offer or does not excersie its rights to purchase the shares so offered within six months from the date of the offer, the offerer shall be free to dispose of the shares so offered to any person or company including public financial institutions at a price not lower than the price so offered. If the offeror wishes to dispose of the shares so offered at a price lower than that offered than it shall first make the offer again to the other party hereto and the provision hereto shall apply as if it was a fresh offer in accordance with the provisions hereof.

15. The parties hereto agree that the Memorandum and Articles of Association of AMRIL shall be altered as may be or become necessary to enable the provisions of this agreement to be implemented .

16. Neither the benefits nor the burden of this agreement shall be assigned by any of the parties hereto without the written consent of the other.

17. Unless otherwise mutually agreed this agreement shall remain in force for so long as the parties hereto shall continue to hold shares in the Company as prescribed by clause 4 hereof.

18. The parties hereto shall be entiled to specific performance of the terms of this agreement including the obligations of the parties as to the exe rcise of respective voting rights in accordance with the provisions of this Agreement.

18. The parties hereto shall co-operate with each other in all respect and they hereby covenant with each other to exercise their respective voting and other rights and to take all such other steps and actions as may for the time being lie in their respective powers to implement the project and to prevent anything from being done by the Company or any resolution being passed by it which may prejudice the terms of the Agreement.

20. W.B.Govt. will render all possible assistance and support to the said Company to enable them to sort out any problems that may arise with regard to road, water supply, electricity , demolition of the old structures partly or wholly, sanction of plans for renovation, addition, alteration, reconstruction and new construction, public convenience and in respect of peaceful taking over of the said premises and running the medical and allied activities . The W.B.Govt. will with draw all furniture and equipments from the premises before hand over of land and buildings to the Company.

21. Neither party shall be liable to damage for any breach for non-observation or non-performance of the provisions of this Agreement which shall result from or is caused by reason of or on account of any circumstances beyond its control , which will not include any internal delay procedural or otherwise.

22. Any notice to be given hereunder shall be deemed to have been validly given if it is in writing and signed by the party giving the notice and sent by registered post properly stamped and addressed to last known address of the other party.

23. It is hereby agreed that the existing Goverment employees of the estbalishments will be offered an option for becoming employees of the Company on such terms and conditions as the Company may determine.

24. In the event of any dispute or disagreement between the parties hereto touching or concerning this agreement the same shall be referred to arbitration of two arbitrators , one to be appointed by each party to the dispute or diference and the provisions of the Arbitration Act, 1940 shall apply to such references. Unless otherwise agreed between the parties , the arbitration proceedings shall be in Calcutta.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

Signed and Delivered on behalf of Government of West Bengal by
Shri Smt. L. Chakravorty

and Shri A. Krishnamurthi

The Common Seal of the above named Advanced Medicare & Research Institute Limited has persuant to the Resolution of its Board of Directors meeting passed in this behalf on 16th June 1994 hereunto been affixed in the presence of and these presents have been signed by Dr. M. K. Chhetri and Dr. S. Bose ,
the Chairman and the Director of the Company respectively.

M. K. Chhetri