

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 03/10/2022

Certificate No. G0C2022J117

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 94829980



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Fortis Hospitals Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Ehirc okhla road

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 82*****69



Buyer / Second Party Detail

Name : Mangalam Edu Gate

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Sohna

District : Gurugram

State : Haryana

Phone : 82*****69

Purpose : AGREEMENT

MEDICAL SERVICES AGREEMENT

This Medical Services Agreement ("Agreement") is executed at Gurugram on 1st November' 2022 by and between

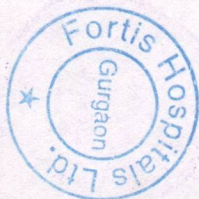
Fortis Hospitals Limited, a company incorporated under the laws of India and having its registered office at Escort Heart Institute & Research Centre, Okhla Road, New Delhi-110025 through its authorized signatory Mr. Mahipal Bhanot (hereinafter referred to as "**First Party**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PART;

AND

K.R. Mangalam University (a unit of Mangalam Edu Gate), an association incorporated under the laws of India and having its registered office at Sohna Road, Sohna, Gurugram (Haryana)-122102 through its authorized signatory **GP. Capt. P. Mahajan** hereinafter referred to as "**Second Party**" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE SECOND PART.

WHEREAS

- The First Party is engaged in the business of providing healthcare services and is presently running and operating a hospital namely "**Fortis Memorial Research Institute**" located at Sector - 44, Gurgaon ("**Hospital**").
- The Second Party is the fastest- growing higher education institute in Gurugram, its prime objective of transforming young lives through ground-breaking pedagogy, global collaborations and world-class infrastructure, ensuring safe and secure environment for the



students of the university and has represented that it has requisite approvals to enter into this Agreement for availing such medical services.

- C. Second Party has approached First Party to provide medical consultancy services at K.R. Mangalam University (a unit of Mangalam Edu Gate) – Sohna Road, Sohna, Gurugram, Haryana - 122002 ("**Premises**").
- D. Based on mutual discussions and relying on the representations made by Second Party, First Party has agreed to provide general medical consultancy services and to enter into this Agreement with the Second Party.
- E. Based on this understanding the Parties agree to enter into this Agreement on the terms and conditions as enumerated herein below.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITIONS**

"**Affiliate**" shall mean any person, company, corporation, association or other entity, which, directly or indirectly controls, is controlled by or is under common control of such person, company or corporation and where the person is an individual, the term 'Affiliate' shall include Relatives of such individual. 'Relatives' shall have the same meaning as ascribed to it in the Companies Act, 2013.

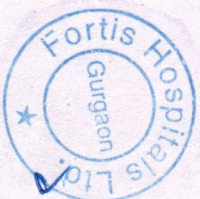
"**Agreement**" shall mean this Agreement entered into between Parties and any mutually agreed revision or modification thereof setting out the details of the Services to be provided by the First Party to the Members of the said Premises, as per attached schedules/ annexures and addendums or letters that may be exchanged between the Parties;

"**Applicable Laws**" means all laws, bye-laws, rules, regulations, orders, ordinances, circulars, notifications, directions, judgments, decrees or other requirements or official directive of any governmental authority or department or person acting under the Authority, in effect on the date of execution of the Agreement, or thereafter;

"**Authority**" means any national, regional or local government or governmental, administrative, fiscal, judicial quasi-judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"**Confidential Information**" means all material, non-public information marked 'confidential' or 'proprietary' at the time of disclosure relating to the Medical Services in terms of the Agreement or associated with the Disclosing Party's activities (including the Company's business affairs, financial dealings, operations, commercial strategies, business strategies, business plans, processes, technical information, clients and supplier information, medical records, previous and potential customers, end users, pricing information, patient information, goodwill and reputation, know-how, proprietary rights, Intellectual Property Rights, designs, trade secrets, and market opportunities) which is disclosed by the Disclosing Party (or on the Disclosing Party's behalf) to other Party in connection with the Agreement;

Exceptions: The Receiving Party's obligations shall not apply to information which:



- (i) Party already controlled, possessed, or developed, prior to receipt from the Disclosing Party; or
- (ii) Was in the public knowledge at the time it was disclosed under the Agreement or becomes available to the public without breach of the Agreement; or
- (iii) The Party lawfully received without any such restrictions or obligations of confidentiality from a third party who in turn received such information legally and not in breach of any obligation of confidentiality.
- (iv) Is required to be disclosed by the Receiving Party under Applicable Laws, court orders or any order from a regulatory or governmental authority.

"Disclosing Party" shall mean the Party which discloses Confidential Information to the other Party arising out of or during the course of discharging obligations in terms of the Agreement.

"First Party Professionals" shall mean doctors and other professionals including but not limited to nurses, paramedical staff and employees that may be engaged or deputed by First Party from time to time for purposes of providing Services;

"Force Majeure" shall mean any act of God, civil commotion, riot, war, earthquake, fire, flood, explosions, epidemic, pandemic, lockdown, strike, lockout, terrorist activity or any notice, order or notification of the Government, public body or any other statutory authority on which either Party has no control and is beyond the control of the Parties.

Effective Date" shall mean start of services **1st November' 2022**.

"Intellectual Property Rights" means trademarks and service marks, patents, registered designs, design rights (whether registered or not, pending or capable of registration) of the Party, its affiliates, subsidiaries or associates copyright of any kind confidential information including know-how and trade secrets, logos company names, domain names and trading names, and where appropriate, applications for any of the foregoing including all original work capable of protection under the Applicable Laws;

"Medical Consultancy Services" or **"Medical Services"** shall mean and include OPD services to be provided by the First Party and shall include without limitation the roles, responsibilities and services set out in **Annexure A** hereof.

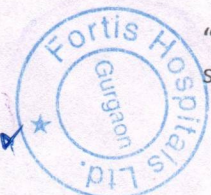
"Primary Health Services" means service provided at the first point of contact to address the primary health needs of Students/ Staff of K.R. Mangalam University (a unit of Mangalam Edu Gate). Such services shall encompass preventative, promotive, curative, supportive and rehabilitative services, shall, in conjunction with, and as provided by the wider range of available health care services and providers, serve to enhance people's physical, emotional and spiritual well-being.

"Party" shall mean either First Party or Second Party;

"Parties" shall mean joint reference to the First Party and the Second Party;

"Receiving Party" shall mean the Party which receives Confidential Information of the other Party arising out of or during the course of discharging obligations in terms of the Agreement.

"Support Infrastructure" shall mean and include Premises/ building and building related service which includes Air Conditioner, Lifts, Power backup, telephone, internet connection,



pre furnished & fully equipped interiors, medical & non-medical furniture, fire safety provisions, water supply, Medical room e.g. Table, Chair, Nursing Station, Waiting area chairs, Wash basin facility etc. (List Attached in Schedule 1)

"Visiting Consultants" shall have the meaning as provided in Clause 6 hereof.

2. INTERPRETATION

In the Agreement, unless the context otherwise requires:

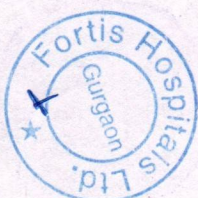
- (i) headings are for convenience only and do not affect the interpretation of the Agreement;
- (ii) words importing the singular include the plural and vice versa;
- (iii) a reference to an annexure, schedule is a reference to that clause or that annexure or Schedule to, the Agreement;
- (iv) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of the Agreement;
- (v) a reference to a party to any document includes that Party's successors and permitted assigns.

3. SCOPE OF MEDICAL SERVICES

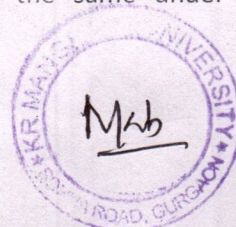
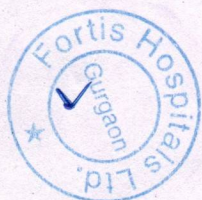
- (i) Subject to the terms and conditions of this Agreement, First Party shall provide general Medicare consultancy Services, to the Students/ Staff of K.R. Mangalam University (a unit of Mangalam Edu Gate). The Medical Services shall be provided by the First Party during the Term hereof.
- (ii) The Services shall be provided by First Party in an efficient manner at such time as the parties may mutually agree.
- (iii) All the medical services provided shall be sole responsibility of First Party.
- (iv) First Party shall provide Services through duly qualified Physicians and Allied Health Professionals. First Party shall engage a sufficient number of Physicians and Allied Health Professionals, as agreed by both the parties from time to time, so that the services are provided in a competent and timely manner.

4. OBLIGATIONS OF SECOND PARTY

- a. During the Term hereof, the Second Party shall at its own cost and expense assume following roles and responsibilities:
 - i. Provide adequate space to enable First Party to provide Services
 - ii. Provide uninterrupted supply of water and electricity.
 - iii. The Second Party shall provide at its own cost, all Support Infrastructure (as herein defined) and other facilities in good operating condition, as deemed necessary from time to time by First Party for providing Medical Services. If any further equipment and/or support are required by First Party for providing Medical Services, the same shall also be provided by Second Party at its own cost and expense if mutually agreed



- iv. The Second Party shall procure, install and maintain Support infrastructure as required for providing Medical Services by First Party and shall incur all capex in respect of them if mutually agreed. The same shall be exclusively placed and used in the Premises.
- v. The Second Party shall be responsible for timely repair, providing technical support & maintenance and replacement of the Support Infrastructure from time to time at its sole cost and expense. Provided however that the First Party shall extend necessary cooperation and guidance to the Second Party in this regard and shall get the work done under First Party's supervision.
- vi. The Second Party shall ensure safe and secure environment for First Party Professional. In the event, during the Term of this Agreement at any stage it is felt or apprehended that safety and security of First Party Professional is threatened for any reason, First Party will be at liberty to forthwith terminate this Agreement without any notice or any financial liability arising out of such termination.
- vii. Second Party hereby agrees that First Party will be free to erect a temporary structure/ consultation room for the purposes of examining and providing Medical Services to the Patients. First Party will be free to remove such temporary structure / consultation room at the time of expiry or termination of Agreement.
- viii. The Second Party shall ensure safe and secure environment for First Party Professional. In the event, during the Term of this Agreement at any stage it is felt or apprehended that safety and security of First Party Professional is threatened for any reason, First Party will intimate the Second Party in writing and time period of 30 days shall be given to the Second party for remedial measures. In case the Second Party fails to provide any remedial measures within such period, the First Party will be at liberty to forthwith terminate this Agreement without any notice or any financial liability arising out of such termination.
- ix. The Second Party shall provide at its sole cost and expense all such services that may be required by First Party, including but not limited to those relating to Front office operations, General Administration, Security, Waste management, Housekeeping.
- x. Second Party shall ensure that all Support infrastructure at the Premises is installed, checked and serviced according to manufacturer's instructions, current best practice guidelines and shall maintain in proper condition and repair all equipment, machinery, fixtures etc. at the Premises, at its own cost and expense;
- xi. All sanctions, Approvals, permissions, licenses required under the Applicable Laws, if any required for provision of services for giving effect to the terms and conditions of this Agreement shall be obtained and kept in full force and effect by Second Party at its sole cost and expenses if mutually agreed.
- xii. The Second Party shall be solely responsible for the payment of all Government levies, taxes, cesses and any other statutory liabilities and dues charged/levied or which may be charged/levied in the future by any applicable authority including any property taxes and the like with respect to the Premises. The Second Party shall further be solely liable for payment of building tax, corporation tax, sewage tax, and all other local taxes and First Party shall not be held liable for the same under any



circumstances whatsoever and shall be kept indemnified by the Second Party in this regard.

- xiii. All high risk patients requiring advanced treatment that cannot be managed at the Premises may be referred to relevant Fortis Network Hospital for further management.
- xiv. Second Party shall permit the First Party Professionals to use the Premises for providing Medical Services and for related and incidental purposes.
- xv. Second Party shall ensure that First Party Professionals and their bonafide visitors shall have free and unimpaired access to the Premises at all times.
- xvi. Second Party shall ensure that First Party Professionals are able to use the Premises peacefully without interference from anyone acting under or claiming authority from Second Party.

5. RIGHTS AND OBLIGATIONS OF FIRST PARTY

During the Term of the Agreement, First Party shall provide the Medical Services at the Premises at such time as mutually agreed between the Parties

- (i) First Party shall provide health care services in accordance with applicable provisions of law, rule and regulation and generally accepted standards in the medical community, shall take into consideration practice recommendations of accrediting bodies or professional groups generally recognized in the medical community as authoritative in such practice areas, and shall ensure that such services are provided to Members of Second Party in a courteous and prompt manner in a well-maintained, clean environment.
- (ii) First Party shall provide to Second Party a roster which identifies all Participating Primary Care Practitioners and Participating Specialty Physicians who are providing services under this Agreement. First Party shall promptly notify Second Party of any changes to such roster of physicians.

6. VISITING CONSULTANTS

Second Party shall not hire services of outside doctors and professionals (called "Visiting Consultants") for providing Medical Services at the Premises without prior written consent of First Party.

7. CONSIDERATION

First Party shall provide its Medical Services as per rates mentioned in **Annexure A** with an objective to provide good quality & healthcare services to Students/ staff of K.R. Mangalam University (a unit of Mangalam Edu Gate). All charges /fee under this Agreement will not be subjected to taxes payable.

8. REPRESENTATION AND WARRANTIES

Second Party has represented that:



- (a) It is an association validly existing under the laws of India.
- (b) It has the full right, power and authority and has taken actions necessary to execute and deliver, and to perform its obligations under the Agreement. Agreement when executed will constitute valid and legally binding obligations on the Second Party, enforceable in accordance with its terms.
- (c) The Agreement does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association of Second Party as the case may be.
- (d) the execution and performance of the Agreement does not and shall not conflict with provisions of any existing Agreement
- (e) has taken all the requisite consents, permission and approvals to perform its obligations under the Agreement.
- (f) has obtained and/ or shall obtain all permissions, consents, internal and regulatory approvals etc. including but not limited to building completion certificate, fire NOC, pollution control board, waste management approval, lift licenses, etc. and / or any other licenses required from local municipal authorities for the purposes of this Agreement and shall remain valid and subsisting during the Term of the Agreement.
- (g) There is no legal impediment or restriction of any court or authority in using the Premises by the Second Party.

9. INDEMNITY

- 9.1 The Parties expressly agree that all liability of any kind whatsoever including without limitation, those arising out of or relating to Medical Services shall be the sole responsibility and liability of First Party.
- 9.2 All statutory liabilities and / or Compliance of local regulations qua the Premises shall be borne/ carried out/ compiled by the Second Party. First Party shall not be responsible for the same in any manner whatsoever, both during the subsistence of the Agreement and after expiry or earlier termination of the Agreement for any reason whatsoever.
- 9.3 In the event during the subsistence of this Agreement at any stage there is any breach or non- compliance of the terms of this Agreement, respective Party shall be solely and exclusively responsible for breach/ non- compliance and shall keep other Second Party fully indemnified for claim, loss, damages arising out of or in connection with the aforesaid.
- 9.4 Respective Party shall keep and hold other Party, its, shareholders, directors and officers, employees, or any such person indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party/ Members claims, suits, demands, actions, proceedings, judgments, assessments, against other Party occasioned by, arising out of or resulting from (i) any breach of the terms of this Agreement including representations and warranties.



9.5 Both agree to notify each other promptly upon their receipt of actual knowledge of any claims or demands which arise and for which indemnification hereunder may be sought.

10. TERM & TERMINATION

10.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 10.2, shall remain in force from the Effective date till the period for **one year i.e. till 31st October' 2023**. This Agreement can be extended on mutually agreed terms and conditions.

10.2 Notwithstanding anything contained in Article 10.1 above, this Agreement may be terminated:

- (i) by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and warranties of the other Party ("Breaching Party"), which breach has not been remedied by the Breaching Party within 30 days of receipt of written notice requiring remedy of such breach;
- (ii) by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent;
- (iii) By either party upon one-month prior written notice to the other Party without assigning any reason.

10.3 The right of either Party to terminate this Agreement will be in addition to any other remedies it may have. All remedies to either Party under this Agreement are cumulative and not alternative and may be enforced successively or concurrently.

10.4 Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

11. CONSEQUENCES OF TERMINATION

11.1 Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term.

11.2 First Party and its professionals shall cease to perform the Medical Services and remove all their belongings

11.3 Second Party shall cease to use the First Party's name and logo for any of its facilities or ventures.

12. CONFIDENTIAL INFORMATION

- (a) Each Party shall keep secret all Confidential Information, disclosed orally or in writing or in any electronic form, transmitted to it or made available to it by the Disclosing Party to the Receiving Party during the course of rendering/receiving Medical Services in terms of the Agreement and shall not disclose, divulge, misuse, exploit or pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.



- (b) The Parties shall not disclose the terms of the Agreement or make any announcement in respect of the subject matter of the Agreement without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the Disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure prior to the same; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.
- (c) Each of the Parties shall disclose the Confidential Information of the other Party only to such of its own employees as is required on a 'need to know basis'; restricted to a minimum number as shall require the information to accomplish the purpose of the Agreement, and shall treat such Confidential Information with the same degree of care as it uses to protect its own Confidential Information of like importance, but not less than a reasonable degree of care under the circumstances. The Receiving Party of the Confidential Information shall fully assume responsibility for any breach or non-fulfillment of the obligations in the Agreement by any person to whom access to the Disclosing Party's Confidential Information is granted and shall fully indemnify and keep harmless the Disclosing Party for any losses, damages, claims or fees arising from such breach or non-fulfillment.
- (d) During the validity period (Term) as may be agreed between the Parties in the Agreement the Receiving Party shall maintain the Disclosing Party's Confidential Information in confidence and shall not copy, use, store, exploit or apply the disclosing party's Confidential Information (whether directly or indirectly) except for the authorized purpose of the Agreement or disclose the Disclosing Party's Confidential Information to any other person or company without the prior written consent of the Disclosing Party.
- (e) All intellectual property in the Disclosing Party's Confidential Information will be and remain the exclusive properties of the Disclosing Party and no rights or licenses in respect of any Intellectual Property whether in relation to the Disclosing Party's Confidential Information or otherwise are granted hereunder by the Disclosing Party to the Receiving party.
- (f) All Confidential Information disclosed shall be and shall remain the property of the disclosing Party. On being requested in writing by the Disclosing Party, the Receiving Party shall return or destroy all documents thereof, furnished to the Receiving Party by the Disclosing Party. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in the Agreement for the confidentiality term and survival period.
- (g) It is agreed that obligations of the Parties under this Article shall survive the termination of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights of the respective Parties shall continue to remain with them. First Party owns and shall continue to own all intellectual property of and attached to "Fortis" and the Agreement does not constitute and shall not be construed as an assignment or sale or transfer of the trademark rights or any other intellectual property right in any manner whatsoever. The Second Party undertakes that it shall not, at any time, claim ownership or user rights or interest in respect of the name, trademarks, artwork and brand names of First Party. Provided however that during the subsistence of this Agreement, the Second Party shall



with prior approval of the First Party, use the name, trademarks, artwork and brand names of First Party in its promotional activities. Second Party ensures that neither it nor any of its employee shall take any action that will constitute infringement of First Party's intellectual property in any manner whatsoever, and in case of any infringement or any threatened infringement of First Party's intellectual property by any third party coming to the notice or knowledge of Second Party, it shall forthwith bring it to the notice of First Party and shall render all cooperation to prevent such infringement and any other appropriate remedy against such infringement. The First Party undertakes that it shall not, at any time, claim ownership or user rights or interest in respect of the name, trademarks, artwork and brand names of Second Party.

14. EQUITABLE RELIEF

Without prejudice to any other rights or remedies that the Parties may have, the Parties agree and acknowledge that damages may not be an adequate remedy for a breach of any of the provisions of the Agreement hence each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the payments due under the Agreement and related costs and a right for damages.

15. FORCE MAJEURE

If the performance by either Party, of any of its obligations under the Agreements prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:

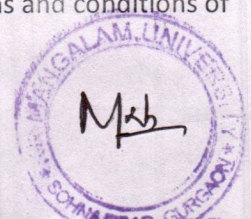
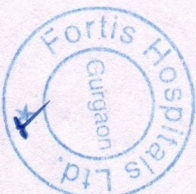
- (a) the Party claiming Force Majeure shall give prompt notice to the other Party within a period of seven (7) days from the date of the Force Majeure occurrence providing a description of such Force Majeure, including a description, in reasonable detail, of the cause of the Force Majeure; and
- (b) The Party claiming Force Majeure shall use reasonable efforts to avoid or remove cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.

16. NON SOLICITATION

The Second Party shall not solicit for employment, engagement or hire any First Party Professionals who are deputed at the Premises in the performance of this Agreement during the term of this Agreement and for a period of one year following its termination for any reason whatsoever except as may be agreed to in writing by both parties.

17. ASSIGNMENT

Either Party shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of the other and any assignment without such permission shall be null and void. However, First Party shall be free to assign the terms and conditions of



this Agreement to its affiliates, subsidiaries or group companies or Associates Company without the approval the Second Party.

18. REPRESENTATIONS AND WARRANTIES

18.1 Parties represent, warrant and undertake to each other that:

(i) **Due Authorization**

Each Party has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. The Parties have taken all actions necessary for the authorization, execution and delivery of this Agreement and for the performance of their obligations under this Agreement. The execution, delivery and performance by Parties under this Agreement have been duly and validly approved by the authorities. When executed and delivered, this Agreement will constitute valid and legally binding obligations, enforceable in accordance with its terms.

(ii) **No Conflict**

The execution, delivery and performance by parties to this Agreement (i) does not violate any Applicable Laws, (ii) does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association or any agreement executed by the Parties.

(iii) **Consents and Approvals**

All consents and approvals for the consummation of the Arrangement have been obtained and all such approvals are and shall remain in full force and effect and there are no other consents and approvals that are required from any third party for the consummation of the Agreement envisaged herein. None of such consents and approvals is the subject of any pending or threatened review or attack by appeal or direct proceedings or otherwise.

The representations and warranties made hereinabove shall survive the Agreement.

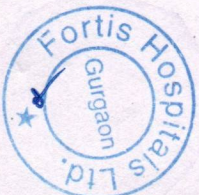
19. DELAY AND WAIVER

No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

No waiver by the Second Party of breach of any covenant, obligation or provision in the Agreement contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in the Agreement contained or implied in the Agreement.

20. SEVERABILITY

If any provision of the Agreement, including any phrase, sentence, clause or sub clause of the Agreements invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable



in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable.

21. RELATIONSHIP

The relationship between parties in the performance of this Agreement shall be on principal-to-principal basis. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

22. LIMITATION OF LIABILITY

Either Party shall not be liable for special, indirect, consequential or punitive damages including loss of profit and/or revenue arising out of, in connection with, or relating to the Agreement regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

23. CO-OPERATION

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of the Agreement.

24. NO UNFAIR PRACTICES

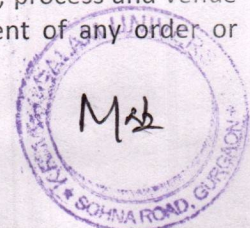
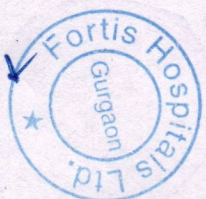
Neither Party shall engage, abet, solicit or induce the other Party to engage in corrupt, unfair, fraudulent or other such practices (including anti-competitive). Nothing in this Agreement shall require First Party to perform Medical Services which may cause it to breach any regulatory rules or guidelines.

25. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of India.

Any dispute or difference arising out of or in connection with the Agreement shall be mutually discussed by the Parties in good faith to reach a solution. In the event a suitable solution is not reached within 30 (thirty) calendar days from the date of such dispute, the Parties shall refer such a dispute to arbitration. The arbitration shall be decided by a sole arbitrator mutually appointed by the Parties. If the parties are not able to agree on sole arbitrator within thirty (30) days after the filing of the request for arbitration, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996. The arbitration agreement and the proceeding there under shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Seat & venue of arbitration will be Gurugram. The arbitration shall be conducted in English, and the award of the arbitrator shall be final and binding upon the Parties.

Jurisdiction: Subject to above mentioned clause, the Parties irrevocably agree that the Courts in Gurugram shall have exclusive jurisdiction on any matter arising out of this Agreement. Second Party hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or



judgment (including, but not limited to, a default judgment) of any such court in relation to the Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

26. TAXES

All payments under this Agreement shall be subject to the taxes payable under the Applicable Law.

27. ENTIRE AGREEMENT

The Agreement, including all schedules/annexures as may be appended to the Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter of the Agreement.

28. AMENDMENT

No purported alteration or amendment of the Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the Parties to this Agreement. Change in the scope of any of the activities/functions/Services referred in the Agreement will always be done through mutual negotiation between First Party and the Second Party and implemented after appropriate lead time.

29. COUNTERPARTS

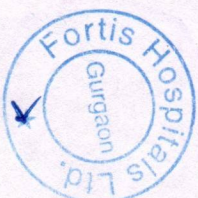
This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

30. NOTICES

Notices, demands or other communication required or permitted to be given or made under the Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible tele fax and confirmed by registered mail/ courier addressed to the intended recipient at the address as mentioned in the title of the Agreement. Either Party may from time to time duly notify in writing to the other Party, change of address, if any.

31. PERFORMANCE & WAIVER

The failure of either Party to require the performance by the other Party of any of the terms of this Agreement shall not affect that Party's right to enforce such term or terms at some later time, and the waiver by either Party of any breach of any provision of this Agreement shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.



32. SURVIVAL

In addition to any provision under the Agreement which contemplates performance or observance subsequent to any termination or expiration of Agreement, including, without limitation, the provisions relating to Confidentiality, Indemnification, Limitations on Liability, Termination, Dispute Resolution, Governing Law, Jurisdiction and Intellectual Property Rights shall survive expiration or termination of this Agreement.

33. VIOLATION OF TERMS

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

For and on behalf of
First Party

Authorized Signatory

WITNESS

1.

Rajesh Mishra

For and on behalf of
Second Party

Authorized Signatory

WITNESS

2.

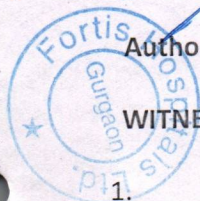
Hemachandray

Dr. Hema Chaudhary

2.

(Sonal Kumar)

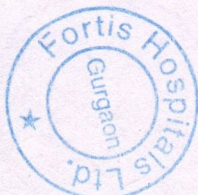
Sanhajan



ANNEXURE A
DETAILS OF SERVICES

Benefits under Medical Tie Up to set up OPD facility in K.R. Mangalam University (a unit of Mangalam Edu Gate), Sohna Road, Sohna, Gurugram

Fortis Medical Services @ K.R. Mangalam University (a unit of Mangalam Edu Gate), Sohna Road, Sohna, Gurugram			
S.N	Deputation	Service	Charges/Month
1	Fortis Trained Nursing Staff	Nurse availability - (Monday to Sunday) 08 Hours Shift: 09:00 AM to 05:00 PM Except Govt Holidays	INR 45000 (Fixed Charges)
2	Nursing Staff roles and Responsibilities	ECG, BP monitoring, Injections, Dressings, Basic First Aid, Appointment scheduling for FMRI, Assisting Doctor in OPDs, Patient care plan- Regular follow ups, Quarterly vital screening activities for all support staff	
3	MBBS / General Physician Doctor	Doctor with 3-5 years of experience Doctor Visit – Once/ Twice a week for two hours (Day and Time will be mutually decided)	
4	Super Specialty Physical Consultation	Once a month for Two Hours (Cardiology, Neurology, Gastroenterology, Urology, Gynecology, Hematology, Paediatric etc.)	Complementary
5	Allied Health OPD's	Once a Quarter Physiotherapy OPD for Two Hours (At Clinic Only)	Complementary
		Once a Quarter Nutritionist/ Dietician visit for Two hours (At Clinic Only)	
6	Regular Health Care Program & Awareness Sessions- Monthly calendar	will Share	Complementary
7	Informative EDM's/ Videos - Monthly calendar	will Share	Complementary
8	Onsite ECG Services*	Advanced Portable GE Machine	ECG consumables to be procured by Fortis Hospital, Gurugram
		Key Features: Online ECG interpretation	
9	Onsite Vaccination camps	Influenza Vaccine, Pneumonia, Hepatitis, Covid-19 Vaccination camps etc.	Adult and Paediatric Shots for of K.R. Mangalam University (a unit of Mangalam Edu Gate) Students & Staff

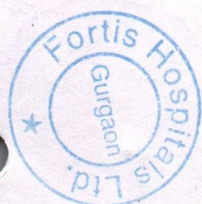


Extra Benefits (discount) for Students/ Staff visiting Fortis Hospital, Gurugram:

- ❖ Complementary Registration
- ❖ 10% Discount on OPD Consultation
- ❖ 15% Discount on OPD Procedure, Lab Investigation, Radiology (not valid for Outsource Investigations and Diagnostics)
- ❖ 10% Discount on IPD (Procedure & room Rent only)
- ❖ 10% Discount on Preventive Health Packages

Terms & Conditions:

- ❖ Discount is applicable only at Fortis Hospital, Gurugram for cash patients only.
- ❖ The Above Discount Cannot be clubbed with any other existing Scheme/running offers.
- ❖ Above discount are valid till the term of this Agreement with K.R. Mangalam University (a unit of Mangalam Edu Gate).
- ❖ K.R. Mangalam University (a unit of Mangalam Edu Gate) Students/ Staff have to show their K.R. Mangalam University (a unit of Mangalam Edu Gate) Student/ Staff id card for availing the offers.
- ❖ Those Members who will not be carrying the card/ Lost their card, they can avail the offers with the authorized email from the University office.
- ❖ Above discounts will be applicable post acceptance and signing of the Agreement.



ANNEXURE B
CONSIDERATION

Second party shall pay to First party a sum of Rs 45,000 (Forty-Five thousand only) per month for the services in terms of the Agreement (Fixed charges)

Cheque to be issued in the favor of **Fortis Hospitals Limited**.

Fortis will raise the monthly invoice for the services inclusive of all taxes.



ANNEXURE C

University Responsibilities regarding Nursing Staff

- University will take care of the security of the stationed Nursing Staff.
- University will take care for Free accommodation at university hostel (Girls/Boys hostel) for stationed Nursing Staff.
- University will take care to arrange food for the stationed nursing staff from University.
- University will take care for the daily basic necessities of the stationed Nursing Staff i.e. (Laundry services, Bed & Mattress, Cupboard, study table & Chair, etc.)
- University will provide free transportation to the stationed nursing staff for the drop and pick up at Fortis Hospital, Gurugram.



Schedule 1

List of Non-Medical items to be arranged by the Second Party at its costs

S.No	Non-Medical items
1	Doctor Table & Chair
2	Air conditioner
3	Cupboard (for Medical and General consumables)
4	Nursing Counter /Nursing Station with Chair
5	Wi-Fi
6	Landline phone



Schedule 2

Medical items to be arranged by the First Party

S.N	Medical items	Quantity
1	Dressing Trolley	1
2	Sharp waste (Needle etc.) disposal Machine (SHARP CONTAINER,,,6 LTR - SUPER QUALITY,PLASTIC)	2
3	Trash disposal as per biomedical guidelines (Color Black, Blue, Red & Yellow)	1
4	B P Apparatus	1
5	IV Stand	1
6	Thermometer (one Infrared Thermometer and one Digital)	2
7	Weighing Machine	1
8	Glucometer with Strips	1
9	X-Ray Viewer Box	1
10	Tourniquet	1
11	Big Box (PLASTIC BOX LARGE)	2
12	Trays for soiled material	3
13	Disposable Couch roll	1
14	Pillow	1
15	Pillow Cover	2
16	Bed Sheet	2
17	Curtain Track (Patient Examination Area)	1
18	Curtain (Patient Examination Area)	1
19	SBI Card Swipe Machine	1
20	Paytm Scanner	1
21	Doctor's torch	1
22	Stethoscope	1
23	Height scale	1
24	Finger oximeter	1
25	Portable ECG machine	1
26	Patient Examination Stool	1
27	Scissor big	1
28	Medical Consumables	As per requirement

Note: All medicines & consumables to be kept at the medical room will be procured by Fortis Hospital, Gurgaon, at their risks, costs and consequences.

