

Non Judicial

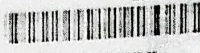


Indian-Non Judicial Stamp  
Haryana Government



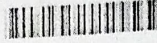
Date : 03/10/2022

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

LandMark : Ehir okhla road

HL.No/Floor : Na

Sector/Ward : Na

State : Delhi

City/Village : New delhi

District : New delhi

Phone : 82\*\*\*\*\*69



Buyer / Second Party Detail

Name : Mangalam Edu Gate

LandMark : Na

HL.No/Floor : Na

Sector/Ward : Na

State : Haryana

City/Village : Sohna

District : Gurugram

Phone : 82\*\*\*\*\*69

PURCHASE AGREEMENT

MEDICAL SERVICES AGREEMENT

This Medical Services Agreement ("Agreement") is executed at Gurugram on 1<sup>st</sup> 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

A. 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").

B. 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

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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;

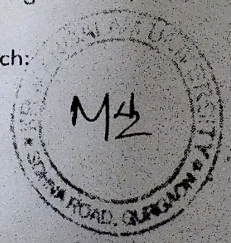
"Authority" means any national, regional or local government or governmental, administrative, fiscal, judicial quasi-judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any person, whether or not government owned and howsoever constituted 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:

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- (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 **1<sup>st</sup> 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,

  
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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

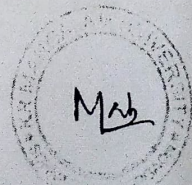
- a. During the Term hereof, the Second Party shall at its own cost and expense assume following roles and responsibilities:
  - i. Provide adequate space to enable First Party to provide Services
  - ii. Provide uninterrupted supply of water and electricity.
  - iii. The Second Party shall provide at 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



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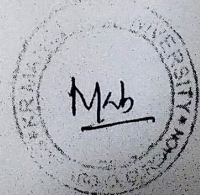
- iv. The Second Party shall procure, install and maintain Support Infrastructure as required for providing Medical Services by First Party and shall incur all capex in respect of them if mutually agreed. The same shall be exclusively placed and used in the Premises.
- v. The Second Party shall be responsible 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



*[Handwritten Signature]*

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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.

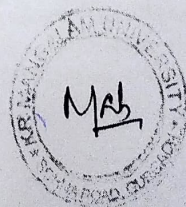
#### 8. REPRESENTATION AND WARRANTIES

Second Party has represented that:



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- (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.



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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 31<sup>st</sup> 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.



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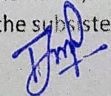


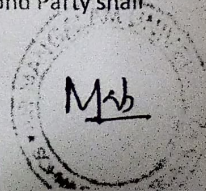
- (b) The Parties shall not disclose the terms of the Agreement or make any announcement in respect of the subject matter of the Agreement without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by 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



  
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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.

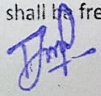
16. **NON SOLICITATION**

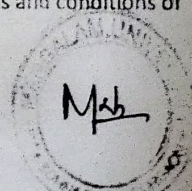
The Second Party shall not solicit for employment, engagement or hire any First Party Professionals who are deputed at the Premises in the performance of this Agreement during the term of this Agreement and for a period of one year following its termination for any reason whatsoever except as may be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



  
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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

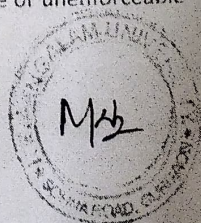
If any provision of the Agreement, including any phrase, sentence, clause or sub clause of the Agreements invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable



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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.

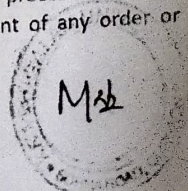
Jurisdiction: Subject to above mentioned clause, the Parties irrevocably agree that the Courts in Gurugram shall have exclusive jurisdiction on any matter arising out of this Agreement. Second Party hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to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



*[Handwritten Signature]*

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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.



*Jm*

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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

For and on behalf of Second Party

*[Handwritten signature]*

*[Handwritten signature]*

Authorized Signatory

Authorized Signatory

WITNESS

WITNESS

1.

2.

*[Handwritten signature]*  
Rajesh Mishra

*[Handwritten signature]*  
Dr. Hema Chaudhary  
*[Handwritten signature]*  
(SEVIL KUMAR)

*[Handwritten signature]*

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**K.R. MANGALAM UNIVERSITY**  
THE COMPLETE WORLD OF EDUCATION

Date: 13-04-2022

Ref No. SMAS/Health camp/2305

### Notice

School of Medical & Allied Sciences is going to organize "Health Camp" at OPD Physiotherapy KRMU Gurugram.in collaboration with Fortis Memorial Research Hospital Gurgram.

Schedule of the event is as follows :-

Date-18-04-2023

Venue- OPD Physiotherapy

Hemachaudhary  
13/04/2023  
Dean, SMAS

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**K.R. MANGALAM UNIVERSITY**  
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Report on

## **Health Camp**

**Date:** Tuesday, 18<sup>th</sup> April 2023

**Venue:** OPD, Physiotherapy, K.R. Mangalam University.

**Event Type:** Offline

**Mode of Activity:**

**Target Group:** Students, Faculty & housekeeping staff

**Resource Person (if any):** Dr. Sanjay, Fortis Memorial Research Institute, Gurugram

**Coordinators:** Mr. Sunil Kumar

**Organized by:** Health Society

**Number of Participants:** 80

### **Introduction:-**

Health Society of K.R. Mangalam University wants to organize a Health Camp in collaboration with **Fortis Memorial Research Hospital Gurugram**. on 18<sup>th</sup> April, 2023 (Tuesday) at OPD Physiotherapy, KRMU Gurugram.

In the Health camp, different tests like Eyes Testing, Oral hygiene, Body Mass Index, Blood Group, Haemoglobin, Blood Glucose, Uric Acid, Total bilirubin, total Cholesterol etc. will be performed & proper consultation will also be provided to students for oral hygiene and Nutrition.

### **Objectives:-**

1. To provide basic medical check-ups and consultations to individuals who may not have had access to healthcare services.
2. To screen for common health problems such as high blood pressure, diabetes, and other chronic diseases.
3. To provide education and awareness on topics such as healthy living, disease prevention, and the importance of regular check-ups.
4. To distribute free or low-cost medication, vaccinations, and medical supplies to those in need.
5. To identify and refer individuals with more serious health conditions to appropriate healthcare facilities for further treatment.

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6. To promote community engagement and encourage individuals to take an active role in their own healthcare.

#### Methodology:-

1. **Planning and organization:** The organizers would plan and coordinate the health camp, including choosing a suitable location, identifying healthcare providers, and arranging for medical supplies and equipment.
2. **Setting up the camp:** On the day of the camp, the organizers and healthcare providers would arrive early to set up the necessary equipment, supplies, and signage. They would also prepare registration forms and other paperwork.
3. **Registration and intake:** Participants would register for the health camp and provide basic information about their health history and current symptoms. This information would be used by the healthcare providers to assess their needs.
4. **Medical check-ups and consultations:** Participants would then undergo basic medical check-ups and consultations with healthcare providers, who would screen for common health problems and provide advice on healthy living.

#### Content:-

Dr. (Prof) Hema Chaudhary Dean SMAS inaugurated the Health camp by the ribbon-cutting ceremony. A team of doctors and Professionals was present to conduct the blood tests and health check-ups. The Camp was well organized and divided into the different sections for the ease of the patients. General Health checkup, eye checkup and dental checkup was started at 11.00 AM.

1. **Basic medical check-ups:** This would typically involve screening for common health problems such as high blood pressure, diabetes, and other chronic diseases.
2. **Consultations with healthcare providers:** Participants would have the opportunity to speak with healthcare providers about any health concerns they may have, and receive advice on healthy living and disease prevention.
3. **Distribution of medication and medical supplies:** Participants may have received free or low-cost medication, vaccinations, and medical supplies such as bandages, antiseptics, and other basic first aid materials.
4. **Health education and awareness:** The organizers may have provided education and awareness on topics such as healthy living, disease prevention, and the importance of regular check-ups.



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#### Outcomes:-



1. **Improved health awareness and education:** Participants may have gained a better understanding of healthy living, disease prevention, and the importance of regular check-ups, which could lead to improved health outcomes.
2. **Early detection and treatment of health conditions:** The basic medical check-ups and consultations provided at the health camp may have led to the early detection and treatment of health conditions, which could prevent the conditions from becoming more serious.
3. **Increased access to healthcare services:** Health camps may have provided access to healthcare services to individuals who may not have had access otherwise, due to financial or logistical barriers.
4. **Referral to appropriate healthcare facilities:** Participants with more serious health conditions may have been referred to appropriate healthcare facilities for further treatment, which could lead to improved health outcomes.
5. **Community engagement and participation:** Health camps may have fostered community engagement and participation, which could lead to increased awareness and action on health-related issues.

## Conclusion

In conclusion, health camps were an important tool for providing accessible and affordable healthcare services to underserved communities. These camps typically involved basic medical check-ups and consultations, education and awareness on healthy living and disease prevention, and distribution of medication and medical supplies. The outcomes of health camps included improved health awareness and education, early detection and treatment of health conditions, increased access to healthcare services, referral to appropriate healthcare facilities, community engagement and participation, and collection of health data and statistics. Health camps in the past tense played an important role in improving the health and wellbeing of communities, and the lessons learned from these camps can continue to inform public health policies and initiatives in the present and future.

## Further Scope:-

1. **Increased trust in healthcare providers:** Health camps may have provided an opportunity for participants to interact with healthcare providers in a less intimidating environment, which could have led to increased trust and confidence in the healthcare system.



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2. **Improved social cohesion:** Health camps may have brought together members of the community who may not have otherwise interacted, which could have led to improved social cohesion and a sense of community.
3. **Strengthened relationships between healthcare providers and the community:** Health camps may have provided an opportunity for healthcare providers to build relationships with members of the community, which could lead to improved communication and collaboration on healthcare issues in the future.
4. **Empowerment of individuals to take control of their health:** Health camps may have empowered individuals to take control of their own health by providing education and awareness on healthy living and disease prevention.
5. **Identification of community-specific health issues:** Health camps may have identified community-specific health issues that may have otherwise gone unnoticed, which could inform the development of targeted public health interventions

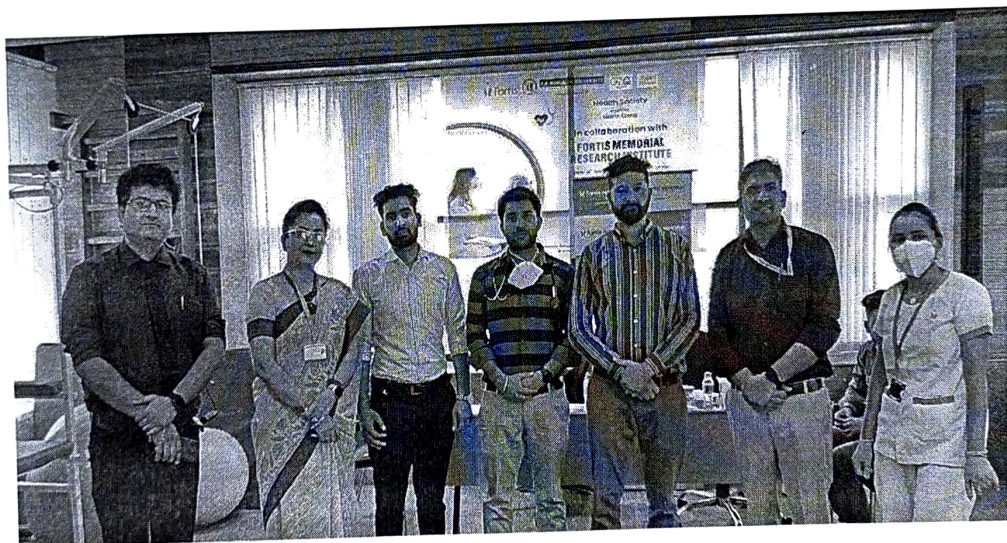


Photo:1 Health society welcome Dr. Sanjay & his team Fortis Memorial Research Institute, Gurugram at KRMU Campus

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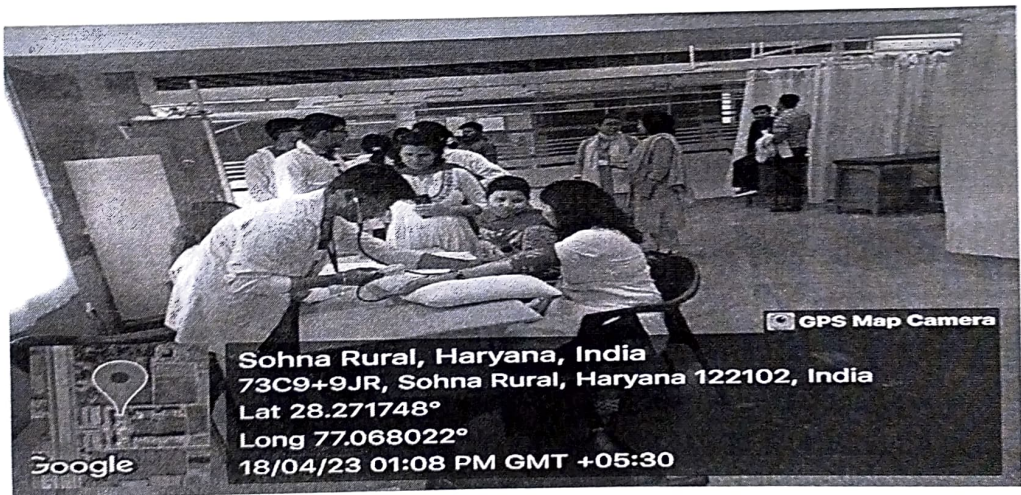




Photo: 2 Students registered the patient and checked their blood pressure



Photo: 3 Dr. Sanjay & his team doing general checkup in OPD Physiotherapy



*Sanjay*

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Report prepared by	<i>Prashant</i> 20/04/23
Report verified by Event Coordinator	<i>Chauhan Chhabra</i>
Report Seen by Club Coordinator	<i>Singh</i> 20/04/2023

*Jmp*

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List of Participants with attendance:

Date 18/4/2023

Health Camp

Venue: OPD Physiotherapy KRMU

Health Society / School of Medical and Allied Sciences

Sr. No.	Roll Number	Student Name	Program Name	Program Code	Signature
1	2104310006	VIPIN	D-Pharm		
2.	Faculty	Meena chadhary	SBAS Dean		
3.	Faculty	Rupal	State Incharges		
4.	Faculty	S.M. Arif	SBAS		
5.	Faculty	Komal Yadav	SBAS	ASS-Professor	
6.	Faculty	Meena Yadav	SBAS	Asst-Professor	
7.	Faculty	Dr. Mazhar	SBAS	A.P.	
8.	Faculty	Sauita	Placements		
9.	Faculty	Mohit Soni	T.T		
10.	Faculty	Rudra Bhardwaj	Placements COE		
11.	Faculty	Pawan Kr.	Admin office		
12.	Faculty	Vikas	Transport		
13.	Faculty	Dr. Neha	SBMC		
14.	Faculty	Dr. Sahiba	SBMC		
15.	Faculty	Dr. Sonu Mehta	SBAS		
16.	Fac "	Dr. Roopam	Gaur "		
17.	"	Dr. Suman	"		
18.	"	Dr. Mehraj	SOBS		
19.	"	Vishvendra	TNP		
20.	"	Dr. Shweta Bansal	SOET		
21.	"	Neetu Gupta	"		

Verified by:  
Signature:  
Date:

*[Signature]*  
18/4/2023

*[Signature]*

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List of Participants with attendance:

Health Camp

Date 18/4/2023

Venue: OPD Physiotherapy KRMU

Health Society /School of Medical and Allied Sciences

Sr. No.	Roll Number	Student Name	Program Name	Program Code	Signature
22	Faculty	Puja Acharya	SOGT		
23	"	Dr. Anam Sarawat	"		Anam
24	Transport	Denunder			Denunder
25	Transport	Rajender			Rajender
26	Faculty	R. Kalone	Admini		R. Kalone
27	"	Akanksha	SOAS		Akanksha
28	"	Dr. Neha	SOAS		Neha
29	"	Shivam	SOET		Shivam
30	"	Hemant	Admission		Hemant
31	210106003	Dalit	BCA		Dalit
32	Faculty	Suresh chandra	Exan.		Suresh
33	"	Aditi Agarwal	SJMC		Aditi
34	"	Neeraj Khattar	SJMC Dean,		Neeraj
35	"	Harsit	Admission		Harsit

Verified by:   
 Signature:   
 Date: 18/4/2023

  
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List of Participants with attendance:

Health Camp

Date 18/4/2023

Venue: OPD Physiotherapy KRMU

Health Society /School of Medical and Allied Sciences

Sr. No.	Roll Number	Student Name	Program Name	Program Code	Signature
1	2208790068	Parshita	BA(H) Psy		
2	2208790088	Vinayak	" "		
3	2204120101	Kapil Chauhan	B.Pharm		
4	2204120067	Prityanshu	" "		
5	2104120034	Ajay Ka.	B.Pharm 2 <sup>nd</sup> sem		
6	2204650001	Yogender	M.Pharm		
7	1904120047	Ditika	B.Pharm 8 <sup>th</sup> sem		
8	2204120000	Kriti	B.Pharm 2 <sup>nd</sup> sem		
9	2104610012	Asha Singh	M.Pharm 2 <sup>nd</sup> yr		
10	2208790036	Divya	B.A(H) Psy 2 <sup>nd</sup> sem		
11	2104610010	Aakriti	M.Pharm 2 <sup>nd</sup> yr		
12	2104610013	Piashant	M.Pharm 2 <sup>nd</sup> year		
13	2104610014	Akash Rawat	M.Pharm 2 <sup>nd</sup> year		
14	2104610011	RAJU	" "	" "	
15	2104650006	Abhishek	" "	" "	
16	2104650001	Vash	" "	" "	
17	2101730001	Gautav	B.Tech 2 <sup>nd</sup> year		
18	2201060041	Jaanya	BCA 2 <sup>nd</sup> year		
19	2201060032	SNEH	BCA "		
20	2101010003	Abhishek	B.tech 2 <sup>nd</sup> year		

Verified by:

Signature:

Date:

18/4/2023

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List of Participants with attendance:

Health Camp

Date 18/4/2023

Venue: OPD Physiotherapy KRMU

Health Society /School of Medical and Allied Sciences

Sr. No.	Roll Number	Student Name	Program Name	Program Code	Signature
1	2104310064	Kamal	D. Pharma		Kamal
2	2104310008	Aditya Katter hindu	D. Pharma		Aditya
3	2104310060	Johnson	D. Pharma		Johnson
4	2208790067	Punyam	B.A (H) Psychology		Punyam
5	2104310050	Sagar Talwar	D. Pharma		Sagar
6	220465003	Hiranmoy Saha	B. Pharma		Hiranmoy Saha
7	2104120006	Shivam	B. Pharma		Shivam
8	2104120005	H RITIK	B. Pharma		H RITIK
9	1904120046	Dheeraj	B. Pharma		Dheeraj
10	2004121078	Himanshu	B. Pharma		Himanshu
11	2201830013	ANIMESH	B.Sc		ANIMESH
12	1904120031	Aarushi	B. Pharma		Aarushi
13	1904120061	Rahul	B. Pharma		Rahul
14	2204120065	Shivam	B. Pharma		Shivam
15	2204120069	Anusag	B. Pharma		Anusag
16	2204120070	Anshu	B. Pharma		Anshu
17	2204120076	Somnath	B. Pharma		Somnath
18	2204120003	Astha	B. Pharm		Astha
19	2204120052	Simon	B. Pharma		Simon
20	2208790047	Shankari	BA.(H) Psy		Shankari
21	2201060098	Palak	BCA		Palak

Verified by:  
Signature:  
Date:

SUNIL KUMAR  
18/4/2023

[Signature]

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