



उत्तर प्रदेश UTTAR PRADESH

GA 7604

MEMORANDUM OF UNDERSTANDING

This MOU is made at Lucknow on the 29th day of July 2022 between

Shia Post Graduate College, Lucknow (an associated college of University of Lucknow) having its office at Khadra, Sitapur Road, Lucknow - 226020 through its Principal, Dr. Syed Shabihe Raza Baqri (hereinafter referred to as the "College") FIRST PARTY;

And

Sanjana Physiotherapy and Slimming Center having its registered office at Ghasmandi, Thakurganj, Lucknow - 226003 through its Director, Dr. Sanjay Shukla (hereinafter referred to as the "Clinic") SECOND PARTY.

College and Clinic collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, Clinic is engaged in the business of Physiotherapy, Slimming and allied medical services through its professionally qualified medical personnel and staff to various premises;

WHEREAS, College is in need of medical facilities and services for operating **Wellness Center** at its location at **Shia post Graduate College, Khadra, Sitapur Road, Lucknow - 226020** (the "Premises");

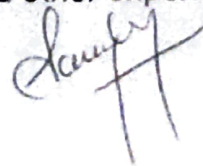
NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Engagement

1.1 Subject to the provisions of this Agreement, Clinic shall provide, as an independent professional agency, medical services and College agrees to avail the medical services from Clinic. Clinic shall provide the above services on the Premises and arrange all the equipment on the stipulated timings agreed with College.

1.2 Subject to earlier termination in accordance with the provisions of this Agreement, the term of the Agreement shall be for a period of three year from **29.07.2022 to 28.07.2025**.

1.3 In consideration of the medical services provided by Clinic, College agrees to allow the Clinic to collect fee ("the charges"), Rs. 100/- from college employee and Rs. 200/- from outsiders for the first year, then both the parties with decide new charges mutually. Clinic will not charge any money from the students of the college, college will pay Rs. 50/- for per student to the clinic. Other than the charges of students, all charges collected by the clinic, clinic has pay 30% of the total to the college for maintenance, electricity and other expenses.



1.4 The charges agreed and set forth in **clause 1.3** is exclusive of taxes, duties and levies, except for taxes based on the net income of Clinic. The payment shall be subject to Deduction of Tax at Source and such other taxes as may be applicable on Clinic.

1.5 The charges shall be payable to Clinic on regular basis from the patients (Staff, Students & others). Clinic shall charge fee from the patients.

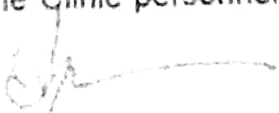
1.6 College agrees to allow the Clinic to charge from patients on regular basis.

2. Obligations, representations and warranties by Clinic and rights of College

2.1 Clinic has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business.

2.2 Clinic is in compliance of all laws, regulations and rules in the conduct of its business and the running of its business establishment.

2.3 Clinic represents and confirms that all the persons engaged by it in providing the medical services at College shall be its employees of Clinic (herein "Clinic personnel") and shall be under the control of Clinic. In any case, Clinic shall be solely responsible for (i) making any and all payments and benefits due to the Clinic personnel including without limitation, Wages (including minimum wages), Dearness Allowance, Bonus, Provident Fund, Gratuity, Employees State Insurance, workmen' compensation, terminal benefits, and any and all other benefits that are due to the Clinic Employees under applicable law; and (ii) maintaining appropriate registers and records, and filing of appropriate returns with appropriate authorities, as may be required under applicable law. Clinic shall ensure that none of the Clinic personnel make any claim against



College, or any of the Administrator, Managing Committee Member, officers, employees and representatives of College, under any circumstance.

2.4 Clinic will provide uniformed and trained staff, with approved background verification, to provide such services at the Premises, in duty shifts and locations as may be requested by College from time to time. The provisions of said medical services, forming part of this Agreement are the binding obligation of Clinic for operations and performance of this Agreement. Clinic shall ensure that the Clinic personnel provided by it maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance or nuisance to College or its employees, officers and patients.

2.5 It is agreed by and between the parties that this Agreement does not create a relationship of master and servant vis-a-vis College to Clinic.

2.6 Clinic shall provide adequate supervision to ensure correct performance of the said medical services in accordance with the prevailing assignment instructions agreed upon between College and Clinic.

2.7 Clinic reserves the right to change the staff with prior intimation to College, emergencies exempted. In such a case, Clinic will ensure that the replacement staff has undergone sufficient on the job training to maintain the desired level of service.

2.8 The officers designated by College will have full access to inspect the medical rooms from time to time to satisfy them for the services provided by Clinic and bring the same to the notice of Clinic to rectify the defects/shortcomings, if any.



2.9 Clinic personnel shall behave in utmost professional manner and shall always be courteous and well mannered. The uniform and other apparels of the personnel shall be clean and neat.

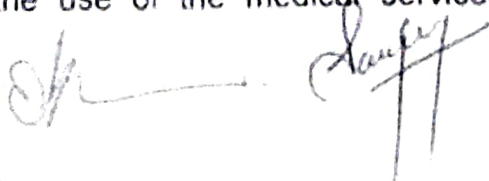
2.10 Each party shall indemnify and keep indemnified other party against all losses, damages, claims, liabilities, costs and expenses incurred or suffered by College on account of breach or default by other as per this agreement. Clinic shall indemnify and keep indemnified College against all losses, damages, claims, liabilities, costs and expenses incurred or suffered by College on account of breach or default by Clinic (and/or its personnel) in performance or fulfilment of the obligations, covenants, representations or warranties set forth herein or against any claim, loss, damage occurred or caused to College due to acts or omissions or carelessness or negligence of the personnel employed or engaged by College for provision of the medical services.

2.11 That it is expressly understood and agreed between the parties to this Agreement that the staff and other persons deployed by the Clinic shall be the employees of the Clinic for all intents and purpose and in no case, shall there be a relationship of employer and employee between the said persons and College.

3. College's Obligations

3.1 College will arrange one executive chair, visiting chairs, cabins, matting, tables, air condition, electricity, computer, printer, UPS, water and couches for the said Wellness Center. College shall pay separately for any additional services provided by Clinic that re not covered under this Agreement.

3.2 The medical services stipulated in this Agreement are for the exclusive use of College and its associates only and cannot be subcontracted or used by a third party without the prior written consent of College. However, College shall have the right to allow the use of the medical services by its affiliates,



subsidiaries, holding companies, group companies, officers and employees, and the same shall not constitute subcontracting, provided however, the payment of the fees/charges contemplated herein shall remain the responsibility of College.

4. Confidentiality

Clinic and the assigned medical personnel shall exercise utmost diligence in keeping confidential all the sensitive or other information of college. This Clause does not apply to information, which is or becomes public knowledge, otherwise than through the acts/omissions of Clinic and its staff.

5. Variation/Amendment

No variation, amendment, modification or addition to this Agreement shall be effective or binding on either of the parties unless set forth in writing and executed by them through their authorized representatives.

6. Termination

6.1 As noted hereinabove, this Agreement is valid for a period of two year, unless renewed in writing. It is clearly understood that this Agreement is for the Premises of College as mentioned herein above. The Agreement is subject to renewal for a further period of one year by mutual consent between the two parties.

6.2 This Agreement is terminable by either party by giving 30 days advance notice, in writing.

6.3 Notwithstanding the above, College shall have a right to cancel or terminate this Agreement, without any advance notice or payment in lieu thereof, if there shall have occurred dissolution or liquidation or any order is made or resolution, law or regulation passed or other action taken for its dissolution or liquidation or shall otherwise enter into liquidation.



6.4 Any cancellation or termination of this Agreement shall not constitute a waiver by College of any obligation that by its terms shall survive such cancellation or termination or a waiver of any claim which College may have for actual damages caused by reason of, or relieve Clinic from liability for, any breach of the terms and conditions of this Agreement prior to such termination or cancellation.

7. Settlement of Dispute



Parties shall endeavor to resolve any disputes and differences arising out of or relating to this Agreement including interpretation of its terms, through joint discussions. Any dispute, difference or question that is not resolved through such joint discussions within a period of 30 days, shall be referred for arbitration to a mutually appointed sole arbitrator thereafter, failing which the provisions of the Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings shall be held in Lucknow, in accordance with the provisions of the Arbitration & Conciliation Act 1996 and the rules made there-under, as amended from time to time.

8. Jurisdiction

Subject to the provisions of Clause 7, all actions, proceedings, and suits under this Agreement or arising from this Agreement shall be subject to the exclusive jurisdiction of courts in Lucknow.

9. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and shall supersede and override all previous communications, negotiations, commitments, agreements, understandings, either oral or written, between the parties with respect to the subject matter of this Agreement.

10. Assignment

The rights and obligations under this Agreement are personal to Clinic and shall not be assigned by it, to any third party, without the express prior written consent of College.

11. Waiver

The failure, with or without intent, of any party to insist upon the performance (in strict conformity with the literal requirements) by the other party of any term or stipulation of this Agreement, shall not be treated or deemed to constitute a modification of any terms or stipulations of this Agreement.

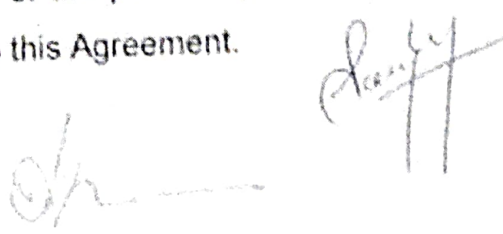
12. Additional Services and/or Change in Services

College may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be documented with a Schedule or an amended Schedule, where appropriate.

13. Miscellaneous

13.1 The headings used herein are for convenience only and will not affect the interpretation of this Agreement.


13.2 The relationship between the parties is that of independent partners. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement.



13.3 If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.


In witness thereof the parties hereto have executed this Agreement on the day, date mentioned hereinbefore

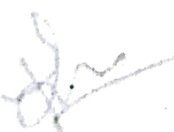
For,
Shia Post Graduate College
Lucknow

Signature: 

Name: Dr. Syed Shabihe Raza Baqri

Designation: Principal
Shia Post Graduate College
Lucknow (U.P.) India-20
WITNESSES:


1. Dr. M. M. Abu Tayyab
Associate Professor
Shia P. G. College, Lucknow


2. Dr. Pradeep Sharma
Assistant Professor
Shia P. G. College, Lucknow

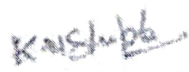
For,
Sanjana Physiotherapy and
Slimming Center


Signature: 

Name: Dr. Sanjay Shukla

Designation: Director

WITNESSES:


1. Mr. K. N. Shukla
538 Kha/G-74, Shiv Nagar
Khadra, Lucknow


2. Mr. Shyam Kumar Tiwari
555, Shekhupura Colony
Allganj, Lucknow