



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग III—खण्ड 4
PART III—Section 4

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 93]

नई दिल्ली, बुधवार, फरवरी 16, 2022/माघ 27, 1943

No. 93]

NEW DELHI, WEDNESDAY, FEBRUARY 16, 2022/MAGHA 27, 1943

भारतीय चिकित्सा पद्धति राष्ट्रीय आयोग

अधिसूचना

नई दिल्ली, 16 फरवरी, 2022.

सं. बी.ओ.ए./विनियम/यूजी/7-10/2021.—भारतीय चिकित्सा पद्धति राष्ट्रीय आयोग अधिनियम, 2020 (2020 का 14) के लिए राष्ट्रीय आयोग की धारा 55 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारतीय चिकित्सा केंद्रीय परिषद् (भारतीय चिकित्सा में शिक्षा के न्यूनतम मानक) विनियमन, 1986 के अधिक्रमण में, सिवाय ऐसे अधिक्रमण से पहले किया गया है या किए जाने का लोप किया गया है, आयोग केन्द्र सरकार की पूर्व स्वीकृति से निम्न विनियमों का निर्माण करती है, यथा:—

1. संक्षिप्त शीर्षक और प्रारंभ—

(1) इन विनियमों को भारतीय चिकित्सा पद्धति राष्ट्रीय आयोग स्नातकीय आयुर्वेद शिक्षा के न्यूनतम मानक) विनियम, 2022 कहा जाएगा।

(2) ये विनियम सरकारी राजपत्र में उनके प्रकाशन की तिथि से प्रभावी होंगे।

2. परिभाषाएँ—

(1) इन विनियमों में, जब तक कि संदर्भ को अन्यथा अपेक्षित न हो, —

(i) "अधिनियम" का अर्थ है भारतीय चिकित्सा पद्धति राष्ट्रीय आयोग, अधिनियम, 2020 (2020 का 14) अभिप्रेत है।

(ii) "अनुलग्नक" का अर्थ इन विनियमों के साथ संलग्न एक अनुलग्नक हो;

(iii) "परिशिष्ट" का अर्थ इन विनियमों में संलग्न एक परिशिष्ट है।

(2) यहाँ प्रयुक्त और परिभाषित नहीं किए गए परन्तु अधिनियम में परिभाषित नहीं किए गए शब्दों और अभिव्यक्तियों के वही अर्थ होंगे जो क्रमशः उन्हें अधिनियम में सौंपे गए हैं।

3. बैचलर ऑफ आयुर्वेदिक मेडिसीन एण्ड सर्जरी प्रोग्राम— आयुर्वेदिक शिक्षा में स्नातक अर्थात् बैचलर ऑफ आयुर्वेदिक मेडिसीन एण्ड सर्जरी (बी.ए.एम.एस.) स्नातकों का निर्माण करेगा, जिसमें स्वास्थ्य देखभाल सेवाओं के लिए

**THE NATIONAL COMMISSION FOR INDIAN SYSTEM OF MEDICINE
NOTIFICATION**

New Delhi, the 16th February, 2022

F. No. BOA/Regulation/UG/7-10/2021.—In exercise of the powers conferred by sub-section (2) of section 55 of the **National Commission for Indian System of Medicine Act, 2020 (14 of 2020)**, and in supersession of the Indian Medicine Central Council (Minimum Standards of Education in Indian Medicine) Regulation, 1986 except as respects thing done or omitted to be done before such supersession, the Commission hereby makes the following regulations, namely:-

1 Short title and commencement.-(1) These regulations may be called **National Commission for Indian System of Medicine (Minimum Standards of Undergraduate Ayurveda Education) Regulations-2022**.

(2) They shall come into force on the date of their publication in the Official Gazette.

2 Definitions.-(1) In these regulations, unless the context otherwise requires,-

(i) "Act" means the National Commission for Indian System of Medicine, Act, 2020 (14 of 2020);

(ii) "Annexure" means an annexure appended to these regulations;

(iii) "Appendix" means an appendix appended to these regulations.

(2) The words and expressions used herein and not defined but defined in the Act shall have the same meanings as respectively assigned to them in the Act.

3 Bachelor of Ayurvedic Medicine And Surgery programme.- The Bachelor of Ayurveda education namely, the Bachelor of Ayurvedic Medicine and Surgery (B.A.M.S.) shall produce Graduates, having profound knowledge of Ashtanga Ayurveda along with the contemporary advances in the field of Ayurveda supplemented with knowledge of scientific and technological advances in modern science and technology along with extensive practical training, as an efficient physicians and surgeons for the health care services.

4 Ashtanga Ayurveda.-(a) Ashtanga Ayurveda means eight clinical specialties of ayurveda viz., Kayachikitsa (General/Internal Medicine), Shalya Tantra (Surgery), Shalakya Tantra (Ophthalmology, Oto-Rhino-Laryngology and Oro-Dentistry), Kaumarabhritya (Obstetrics and Paediatrics), Agada Tantra (Clinical Toxicology), Bhuta Vidya (Clinical Microbiology, Clinical Psychology and Psychiatry), Rasayana (Preventive, Promotive, Rejuvenative Medicine and Gerontology) and Vajikarana (Reproductive Medicine and Epigenetics).

(b) All the eight specialties referred to in clause (a) were developed to deal all sort of clinical problems of respective specialty i.e., in general their etiopathogenesis including clinical anatomy, physiology; causative factors in terms of physical, psychological, external (injury, microbes, natural calamities etc.), dietic factors, faulty lifestyles, genetic causes (congenital, hereditary) etc.; clinical manifestation, examination/analysis of biological fluids / secretions/excretions; various diagnostic tools including scopy (naadiyantra), diagnostic criteria, prognostication, principles of management in terms preventive, promotive, curative, palliative and rehabilitative management including surgical; pharmaco-therapeutics as well as pharmaceutics of related drugs and formulations, relevant therapeutic procedures including physiotherapy techniques such as bandhana, vesthana etc., their methods of administration, complications and management, diet and lifestyle regimen; methods of assessment of improvement/cure, causes of recurrence etc. in relation to that particular clinical condition.

(c) The specialties referred to in clause (a) also deals with instruments/equipment that are required for administration of various therapeutic procedures/surgeries and other procedures, their methods of usage and maintenance. Hospital architecture, landscaping, air-conditioning and human resource management, qualities of nursing staff including ideal patient qualities.

section, Operation Theatre, Labour Room, Store Rooms, separate wards for male and female, Duty rooms for Doctors, Nurses and other staff etc. required for a fully functional hospital and the specification of built up area in the attached hospital shall be as per the Schedule-I.

(5) **Out-Patient Department:**

The hospital shall have minimum eight following Out-Patient Departments, namely-

- (i) Kayachikitsa
- (ii) Panchakarma
- (iii) Shalya Tantra
- (iv) Shalakya Tantra (two rooms for Out-Patient Departments)
 - (a) Netra Roga Vibhaga
 - (b) Karna-Nasa-Mukha evam Danta Roga Vibhaga
- (v) Prasuti evam Striroga
- (vi) Kaumarabhritya (Balaroga)
- (vii) Swasthavritta evam Yoga
- (viii) Aatyayika (Emergency)

(6) **In-Patient Department:** The In-Patient Department of the hospital shall have separate male and female wards and distribution of beds shall be as under –

In-Patient Departments	Distribution	60 beds	100 beds
Kayachikitsa (Panchakarma, Rasayana and Manas Roga etc)	50% beds	30	50
Shalya Tantra and Shalakya Tantra	25% beds	15	25
Prasuti evam Striroga and Kaumarabhritya	25% beds	15	25

(7) **Rog Nidan evam Prayogshaliya Parikshan Prayogshala (Clinical Laboratory for clinical diagnosis and investigations):** There shall be a clinical laboratory in the hospital complex with infrastructure and manpower as specified in the Schedule I, the Schedule-II, the Schedule-IV, the Schedule-V and the Schedule-VII for carrying out routine, pathological, biochemical and hematological investigations and Ayurvedic diagnostic techniques on the patients referred from Out-Patient and In-Patient Departments of the hospital.

(8) **Hospital Staff:** The minimum staff required for hospital shall be as specified in the Schedule-IV.

8. Requirements of College-

- (1) (a) **Teaching staff:** There shall be minimum thirty full time teachers and fort- five full time teachers appointed on regular basis for admissions of up to sixty students and sixty-one to hundred students respectively with the addition of ten part time teachers (eight teachers of Modern Medicine, one Yoga teacher and one Biostatistician) for each slab as specified in the Schedule-V, the teacher fulfilling the eligibility norms of the related teaching post or subject teacher shall be appointed on deputation or contractual basis.
- (b) **Age of superannuation of teachers:** The age of superannuation of teachers shall be as per the order of the Central Government or State Government or University Grant Commission. The retired teachers, fulfilling the eligibility norms of teachers may be re-employed up to the age of sixty-five years as full time teacher.
- (c) The detail of every teacher such as academic qualification, total teaching experience along with name of previous institutions, date of joining shall be on the website of college.
- (d) The list of all the teachers with complete detail such as Code allotted by the Central Council, academic qualification, total teaching experience along with name of previous institutions and present institute, shall be displayed at the website of the Central Council.
- (2) **Requirement of technical and other staff:** Technical and other staff in various units and departments of the college shall be as per the details given in the Schedule-VI.

9. Miscellaneous requirements.-

(1) **College Council:**

- (a) Every medical college or medical institution shall have a College Council comprising of the Head of departments as members and Principal or Dean as Chairperson;
- (b) the College Council shall meet minimum four times in a year to draw up the details of curriculum and training programme, enforcement of discipline and other academic matters; and
- (c) the College Council shall also organise interdepartmental meetings like grand rounds, statistical meetings and clinical meetings including periodical research review in the Institution regularly.

(2) **College Website:** Each and every college or institute shall have its own website wherein the following details updated in the first week of every month shall be provided-

Note:

1. The above indicated area may vary within plus or minus twenty per cent. within the total area of Ayurvedic College as specified in regulation 4.
2. For conditional permission, minimum hundred and fifty species of medicinal plants shall be required.

SCHEDULE-IV

[See regulation 3, regulation 5, regulation 6, regulation 7, regulation 10 and regulation 11]

REQUIREMENT OF AN AYURVEDIC COLLEGE HOSPITAL STAFF

Sl.No (1)	Post (2)	Eligibility (3)
1.	Medical Superintendent	1. The incumbent to the post of Medical Superintendent will be with qualification not less than that of Professor. OR 2. Principal or Dean may function as ex-officio Medical Superintendent. However, if there is an existing post of Medical Superintendent, it shall continue to exist.
2.	Deputy Medical Superintendent	1. the qualification shall be BAMS and PG Degree in clinical subject or BAMS with 10 years of clinical experience. 2. Full time regular incumbent other than the teaching staff.
3.	Consultants	Teachers of clinical departments including Swasthavritta and Yoga Department
4.	Emergency Medical Officers	Two
5.	Resident Medical Officers or Surgical or Medical Officer (RMO or RSO or MO)	Five (One of Kayachikitsa, Two of Prasuti Striroga, One of Shalya Tantra and One of Kaumarbhrittya)
6.	Matron or Nursing Superintendent	One
7.	Staff Nurses for In Patient Department	One for every ten beds.
8.	Ward Boy or Ayah	One for every twenty beds.
9.	Pharmacists	Two
10.	Dresser	Two
11.	Store Keeper	One
12.	Office Staff (for registration, record maintenance, data entry etc.)	Two
13.	Dark-Room Attendant	One
	Modern Medical Staff	
14.	Medical Specialist	One part time or on contract
15.	Surgical Specialist	One part time or on contract
16.	Obstetrician and Gynecologist	One part time or on contract
17.	Pathologist	One part time or on contract
18.	Anaesthesiologist	One part time or on contract
19.	Ophthalmologist	One part time or on contract
20.	Pediatrician	One part time or on contract
21.	Radiologist	One (Postgraduate in Allopathic Radiology on contract or Vikiran Vigyan of Ayurvedic discipline) from teaching department of Shalya
22.	Dentist	One part time or on contract
23.	X-Ray Technician or Radiographer	One
24.	Physiotherapist	One part time or on contract



PIMPRI CHINCHWAD MUNICIPAL CORPORATION
PIMPRI, PUNE 411 018.

FORM 'C'
(See Rule 5)

New Tokan No: 103322230016358

Tokan Date :- 13/04/2023

Renew

**Certificate of Registration under section 5 of the Bombay Nursing
Homes Registration Act, 1949**

Registration No:- 66

Registration Sr.No :- 1753

Registration ID :- 217

Registration Date :- 17/04/2023

MMC No :- I-18736-A-1



Registration From Date:- 01/04/2023

Registration End Date :- 31/03/2026

This is to certify that Shri/ Smt:- Superitendend

Qualification:- BAMS, MD
(Ayu)

has been registered under the Bombay Nursing Homes Registration Act, 1949,

in respect of

Hospital Name :- P.D.E.A'S, Ayurved Rugnalaya & Sterling Multispeciality Hospital

Hospital Address :- Sec. No. 27, Nigdi, Pradhikaran-44

No of Beds :- 220

Hospital Type :- Hospital

Hospital Sub Type :- Multispeciality

Hospital Category :- Private

Hospital Sub Category :- Association

Registration Fee Rs :- 2,431,522

Amt in Rs :- two million four hundred thirty-one thousand five
hundred twenty-two Only

Fee Receipt No :- 303323240001214 Receipt Date:- 17/04/2023

Hospital Zone :- Niagdi

(Dr. Laxman P. Gophane)

Assistant Medical Officer of Health
Pimpri Chinchwad Municipal Corporation
Pimpri 411 018.

Note

Reg fee 444900, Insulator fee 1986622

Renew

PDEA

पुणे जिल्हा शिक्षण मंडळ, पुणे

४८/१ अ, एरंडवणा, पोंड रोड, पुणे - ४११ ०३८

Email - honsecretary@pdeapune.org Web - www.pdeapune.org

जा.क्र. पुजिशिम/आस्था-८/महा-८/२०२२-२३/१५३-४ दिनांक

21 OCT 2022

प्रति,

मा प्राचार्या,

आयुर्वेद महाविद्यालय व संशोधन केंद्र, आकुर्डो

विषय :- रूग्णालयात सन २०२२-२३ या शैक्षणिक वर्षाकरीता डॉ.श्रुतिका संदीप साळुंके यांची यांना फिजिओथेरपिस्ट या पदावर एकत्रित वेतनावर नेमणूक करणेबाबत..

उपरोक्त संदर्भित पत्रास अनुसरून कळविण्यात येते की, रूग्णालयात सन २०२२-२३ या शैक्षणिक वर्षाकरीता डॉ.श्रुतिका संदीप साळुंके यांना फिजिओथेरपिस्ट या पदावर रु.१५,०००/- एकत्रित वेतनावर काम करण्यास परवानगी मिळणेबाबत आपण या कार्यालयास कळविलेले आहे.

आपण कळविल्यानुसार डॉ.श्रुतिका संदीप साळुंके यांना सन २०२२-२३ या शैक्षणिक वर्षाकरीता फिजिओथेरपिस्ट या पदावर रु.१५,०००/- एकत्रित वेतनावर काम करण्यास परवानगी देण्यात येत आहे.

कळावे,

मानद सचिव

पुणे जिल्हा शिक्षण मंडळ, पुणे

आयुर्वेद महाविद्यालय व संशोधन केंद्र, आकुर्डो

पुणे - ४४.

जा.क्र. 1569/A/22-23

दिनांक - 27 OCT 2022

लेखनिक श्री. पवार

अतिरिक्त



Principal
P.D.E.A.S.
College of Ayurved And Research
Akurdi, Pune - 411

Pune District Education Association, Pune

PDEA

CS No. PDEA/EST/S App/2023/24

Date:

Order of Appointment

To,
Smt. Archana Sandeep Patil
Pati Aji Panchayat nagar
Akurdi, Pune-411038

1126122324
19161223
(A) (3) (1)

In response to your application dated, I am pleased to inform you that you are hereby appointed as a Yoga Teacher at College of Ayurved & Research Center, Akurdi, Pune-44, of Pune District Education Association, Pune purely on temporary basis for a period from 02/05/2023 to 30/04/2024, on a consolidated salary of Rs. 28,000/- (Rupees twenty eight thousand only) per month.

Your appointment is subject to the following service terms and conditions :-

1. Your appointment is on a full-time basis & purely temporary and after the expiry of the said period, your services shall stand terminated automatically.
2. Your services will be governed by the Society rules & regulations.
3. Your appointment may be terminated at any time by giving seven days notice.
4. You are not entitled to vacation or any leave other than casual leave.
5. You shall submit the original as well as certified true copies of relevant testimonials such as birth date certificate, mark sheets, experience certificate, degree certificate, discharge/relieving certificate, last pay certificate, caste validity certificate, change of name certificate (if any), etc. as the case may be, before joining the duties.
6. You will have to submit (a) Two passport size photographs (b) Character certificate from two eminent persons, one of them should be a Government Gazetted Officer and (c) Discharge Certificate from previous employer (if any) before joining duties.
7. You shall undergo medical examination by the approved Medical Officer or by the Civil Surgeon, within one month from the date of joining. The appointment is provisional, pending submission of Medical Certificate stating that you are free from any contagious disease and that you are physically fit for employment.
8. If you are found absent continuously for more than 15 days without permission, your service shall stand terminated automatically. If you are found guilty of violation of any rules and regulations of the society, your service shall be terminated.
9. You have to communicate your acceptance to the Management within seven days from the date of receipt of this order, failing which your appointment is liable to be cancelled.

Hon. Secretary

Pune District Education Association,
Pune-38.

Copy forwarded for information and necessary action to :-

The Principal, College of Ayurved & Research Center, Akurdi, Pune-44.

He/she is informed to report to this office immediately the date on which the above person joins his/ her duties.

Principal
PDEAS
College of Ayurved And Research Centre
Nigol, Pune - 411 044.



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SWASTI YOGA CENTRE

&

PDEA'S COLLEGE OF AYURVEDA AND RESEARCH CENTRE, NIGDI PUNE

FOR

DEVELOPMENT OF QUALITY AND YCB CERTIFIED YOGA PROFESSIONALS

This document constitutes an agreement between Dr. Vikas Chothe, Swasti Yoga Centre ("Party 1"), a sole proprietorship company, with its head office at M2-001, Empire Estate Phase 2, Chinchwad, Pune, Maharashtra, India and PDEA's College of Ayurveda and Research Centre, Pune ("Party 2"), an Ayurveda Medical College at Sector No. 27, Pradhikaran, Nigdi, Pune 411044. Party 1 and Party 2 will be collectively referred to as "Parties" and they agree to the following:

Short and Long Term Goals:

- To create quality yoga professionals through value based yoga education
- To enhance the standards of yoga teacher training courses
- To create Yoga Certification Board (Government of India) certified Yoga professionals
- Integrate Yoga as a lifestyle in society and healthcare community
- Harmonization of Yoga and Ayurveda, the sister sciences in practice for Ayurveda graduates and post graduates.

Duties of Party 1:

- Swasti Yoga teachers and students will be working as yoga trainers and guest faculty at CARC College
- The details are as below:

At CARC Hospital

Yoga wellness instructors will take yoga sessions for patients with NCD diseases.

Yoga teachers will guide MD Swasthavrutta students in conducting yoga sessions for patients with different conditions.

At CARC College:

Yoga Wellness Instructors will conduct

- Practical classes for UG students
- Yoga sessions for paramedical, nonteaching staff of CARC

Yoga teachers will conduct:

- Theory classes of UG students
- Theory and Practical classes to PG students in Yoga (shuddhikriya, advanced asanas, bandha, mudras, yoga nidra and many more)
- Yoga sessions for teachers in CARC
- Enrollment of PG students for Level 2 course with fee concession decided by both parties.

Duties of Party 2:

- Allowing upto 5 yearly visits to different departments of CARC Pune (mainly in Dept of Swasthavrutta, Sharir Rachna, Sharir Kriya)
- Conducting International conference on- Research advances in Yoga as lifestyle medicine in collaboration with Swasti Yoga Centre
- Conducting workshop on Research methodology for Swasti Yoga teachers.
- Facilitating joint collaborative studies on Yoga and its application through research funding and IEC approval.
- Mentioning our collaboration in website and on all official platforms.
- Separate remuneration will not be paid to Party 1 by Party 2

General Terms of MOU

- **Duration:** This Agreement shall be operational upon signing ("Signature Date") and will have an initial duration of 24 months. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

- **Renewal:** This Agreement will automatically renew for an additional 12 month period (without any action by either party) on the anniversary of the Signature Date and on each anniversary thereof, unless one party gives to the other 30 day written notice 30 days in advance of the beginning of any 12 month renewal period that the Agreement is to be terminated. Either Party's right to terminate the Agreement, instead of renewing the Agreement, shall be with or without cause.
- **Confidentiality:** Company and College shall hold in trust for one another, and shall not disclose to any non-party to the Agreement, any confidential information. Confidential information is information which relates to Party's research, development, trade secrets, or business affairs. This clause applies at Signature Date and continues after completion of the duties of this MOU, surviving Termination, unless written consent is provided for such disclosure.
- **Difference:** Any difference or dispute between the parties shall be settled amicably through mutual consultation between the Parties, without reference to any third Party.
- Any matter not included in this agreement which is necessary for smooth functioning of the Scheme shall be finalized between the two Parties on mutual terms and conditions.

IN WITNESS WHERE OF, the parties hereto have executed this MOU on the __ day of __,

Name

Dr. Vikas Chothe
Founder
Swasti Yoga Centre

Signature:

Name

Dr. Ragini Patil
Principal
PDEAs College of Ayurveda and Research
Centre, Pune

Signature:

Signature Date: 25/08/2020

Signature Date: 25/08/2020



Witness Name

Signature:

V. Chothe

Signature Date:

25/08/2020

Dr. VIKAS R. CHOTHE
MD Ayurveda, FIIM
Yoga Teacher & Examiner (QCI)
Regd. No. I-68106-A

Witness Name

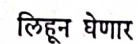
Signature:

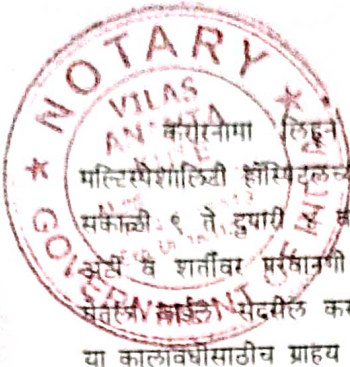
Arti R. Firke

Signature Date:

25/08/2020

DR. ARTI. R. FIRKE
MD (Swasthvirita)
Associate Professor Dept. of Swasthvirita
College of Ayurved & Research Centre,
Mori, Pune - 44.



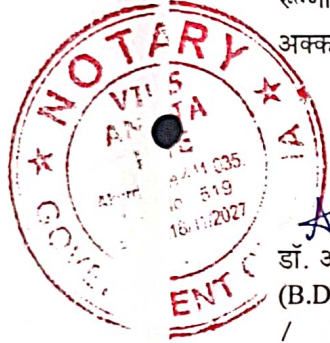


करारनामा लिहून देतो की, पुणे जिल्हा शिक्षण मंडळाच्या आयुर्वेद रुग्णालय व स्टर्लिंग मल्टिस्पेशालिटी हॉस्पिटलच्या इमारतीमध्ये तल्लक मजल्यावर रूम नंबर १२२ वी मध्ये २०० स्क्वेअर फूट जागेत सकाळी ९ ते दुपारी ४ वाजेपर्यंत दि. ०१/०९/२०२३ पासून डेंटल ओ. पी. डी. मुरू करण्यास खालील अटी व शर्तीवर परवानगी दिलेली आहे. दंतरोग बाह्यरुग्ण विभागासाठी दर १२ महिन्यांनंतर करार करून नवीन करार घ्यावा. सदरील करारनामा हा करारनाम्यात नमूद केलेल्या दि. ०१/०९/२०२३ ते ३१/०८/२०२४ या कालावधीसाठीच ग्राह्य राहील.

અટી વ શર્તી :

- दंतरोग बाह्यरूग्ण विभागासाठी असलेल्या जागेचे दरमहा वापरयोग्य मूल्य रु. ३५,०००/- प्रत्येक महिन्याच्या १० तारखेपर्यंत लिहून देणाऱ्याने जमा करणे आवश्यक आहे. तदनंतर या मूल्यामध्ये किमान १०% वाढ केली जाईल. अनामत रक्कम म्हणून रु. ५०,०००/- अन्नपूर्णा धानोकर यांनी भरले आहेत.,
- दंतरोग बाह्यरूग्ण विभागासाठी आवश्यक असलेली साहित्ये (टेबल, खूर्ची, फॅन, एसी इ.), यंत्रे, उपकरणे (डेंटल चेअर, एक्स-रे कॉम्प्रेसर) इ. चिकीत्सेसाठीचे आवश्यक साहित्य लिहून देणाऱ्याने स्वतः उपलब्ध करणे आवश्यक आहे. तसेच त्यांच्या मॅटेनन्सची सर्वस्वी जबाबदारी लिहून देणाऱ्याची राहिल.
- दंतरोग बाह्यरूग्ण विभागासाठी आवश्यक इलेक्ट्रीसिटी, प्लंबिंग व इतर सिव्हील कामांच्या खर्चाची जबाबदारी लिहून देणाऱ्याची राहिल.
- दंतरोग बाह्यरूग्ण विभागामध्ये कार्यरत डॉक्टर, नर्स, रिसेप्शनिस्ट व इतर सेवकांच्या वेतनाची सर्वस्वी जबाबदारी लिहून देणाऱ्याची राहिल.
- दंतरोग बाह्यरूग्ण विभागामधील रूग्णांसाठी रूग्णालयाच्या रजिस्ट्रेशन विभागामधून केसपेपरचे वितरण रूग्णालय कामकाजाच्या दिवशी सकाळी ९ ते दुपारी १ या वेळेत केले जाईल. या व्यतिरिक्त दुपारी १ नंतर ९ पर्यंत व रूग्णालयाच्या सुट्टीच्या दिवशी (रविवार सोडून) केसपेपरचे वितरण दंतरोग बाह्यरूग्ण विभागातून करण्यात येईल.)
- रूग्णालय इमारतीमधील तळ मजल्यावरील कक्ष क्र. १२२ बी (अंदाजे २०० स्क्वेअर फूट) ही जागा दंतरोग बाह्यरूग्ण विभाग सुरू करण्यासाठी उपलब्ध करून देण्यात येत आहे. सदरची जागा सुस्थितीत व स्वच्छ ठेवण्याची जबाबदारी लिहून देणाऱ्याची राहिल. या जागेव्यतिरिक्त कोणत्याही जागेचा वापर करता येणार नाही. याबरोबरच बाह्यरूग्ण विभागातील डॉक्टर व सेवकाकडून कोणत्याही स्वरूपाचे आक्षेपाईं अथवा गैरवर्तन होणार नाही याबाबत दक्षता घेणे आवश्यक असून गैरवर्तनाबाबत रूग्णालय प्रशासनाच्या निदर्शनास आल्यास रूग्णालय प्रशासन जी कारवाई करेल ती लिहून देणाऱ्यास बंधनकारक राहिल.
- दंतरोग विभागातील रूग्णांना रूग्णालयातील शस्त्रकर्म विभाग कोणत्याही परिस्थितीमध्ये वापरण्यास उपलब्ध करून देण्यात येणार नाही परंतु आवश्यकतेनुसार रूग्णास अॅडमीट करावयाची गरज पडल्यास रूग्णालयीन डॉक्टरांच्या संयुक्त विद्यमानाने व पूर्वपरवानगीने अॅडमीट करता येईल.
- रूग्णालय हे आयुर्वेद महाविद्यालय व संशोधन केंद्राशी संलग्नित असल्याने महाविद्यालय व रूग्णालयाची तपासणी ही महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, राज्यशासन, केंद्रशासन, भारतीय चिकित्सा केंद्रीय परिषद, नवी दिल्ली (सी.सी.आय.एम.) यांचे वतीने होणे आवश्यक आहे. या तपासणीदरम्यान दंतरोगाच्या रूग्णांचे आवश्यक रेकॉर्ड व रूग्णांबाबतचे सहकार्य होणे आवश्यक आहे.

- दंतरोग बाह्यरूग्ण विभागामधील काही विशेष उपक्रमाबाबत काही सूचना लावण्याबाबत अथवा दंतरोग बाह्यरूग्ण विभागासंदर्भात बोर्ड लावण्याबाबत रूग्णालयाच्या अधिकांशी चर्चा करून त्यांचे पूर्वपरवानगीने पुढील कार्यवाही करणे आवश्यक आहे.
 - दंतरोग बाह्यरूग्ण विभागातील शस्त्रकर्म केलेल्या रूग्णाची सर्वतोपरी न्यायवैद्यकीय जबाबदारी लिहून देणाऱ्याची राहिल. रूग्णालय प्रशासन कोणत्याही स्वरूपात याबाबत जबाबदार राहणार नाही.
 - दंतरोग विभागासंदर्भातील आरोग्य तपासणी, शैक्षणिक उपक्रम इ. कोणत्याही प्रकारचा कार्यक्रम/ उपक्रम घेताना पूर्वपरवानगी घेणे आवश्यक आहे.
 - कोणत्याही प्रकारचे बांधकाम, फर्निचर इ कामे रूग्णालय प्रशासनाची पूर्वपरवानगी घेतल्याशिवाय करू नये.
 - दंतरोग विभागातील रूग्णांच्या ट्रिटमेंट बाबतच्या, कर्मचाऱ्यांबाबतच्या, डॉक्टरांच्या बाबतच्या तक्रारी व गैरवर्तणूक तसेच आर्थिक व्यवहाराबाबतच्या तक्रारींची पूर्णतः जबाबदारी लिहून देणाऱ्याची राहिल.
 - दंतरोग विभाग कोणत्याही पूर्वसूचनेशिवाय बंद करण्याचा अधिकार रूग्णालय प्रशासनाचा राहिल.
- वरील सर्व अटी व शर्ती आम्हांस मान्य असून त्या अटी व शर्तीचा आमच्याकडून भंग झाल्यास रूग्णालयाने घेतलेल्या कोणत्याही निर्णयास आमची हरकत असणार नाही. सदर करार आम्ही स्वखुशीने व अक्कलहुशारीने लिहून देत आहे.



लिहून देणार

Ashwini Kute

डॉ. अन्नपूर्णा धनोरकर
(B.D.S., M.D.S., FLDOI)
/ /

साक्षीदार

डॉ. राजकुमार बोबडे, उपप्राचार्य.

डॉ. धनंजय पवार, आर.एम.ओ.

दिनांक : / /
ठिकाण :

लिहून घेणार

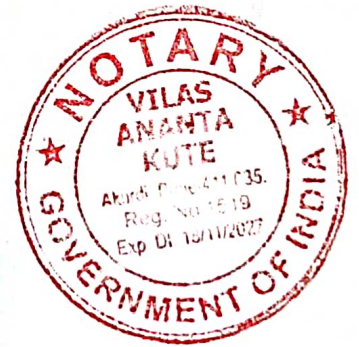
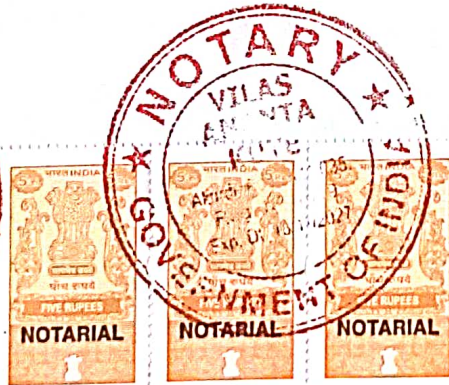
Dr. A. R. Patil

डॉ.सौ. आर.आर.पाटील, अधीक्षक
Superintendent

Approved Rugmalaya & Sterling Multispecialty Hospital
Sec. 27, Nigdi, Pradhikaran, Pune-44

डॉ. नितीन भोलारव, उपअधीक्षक.

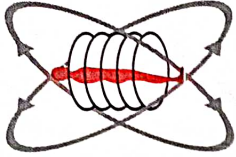
डॉ. विनायक शिंदे, प्रपाठक.



BEFORE ME

Vilas Ananta Kute
VILAS ANANTA KUTE
NOTARY

UNION OF INDIA
Vitthalwadi Akurdi, Pune-35



MEGAVISION DIAGNOSTIC CENTRES

3 Tesla M.R.I. & 32 Slice C.T. Scan

PIMPRI : Shubham Galleria, Finolex (Morwadi) Chowk, Near Croma, Pimpri, Pune-18. Tel. : 020-27445430/31/32 Mob. : 8888861223
DR. BHATE HEALTHCARE CENTRE, Digital X-Ray, Sonography, Colour Doppler, 2-D Echo, Mammography, O.P.G.

DATE:-01/01/2022

AGREEMENT FOR PROVISION OF SERVICES TO PDEAS AYURVED RUGNALAYA AND STERLING Multispeciality Hospital.

CT SCAN / MRI SCAN / SONOGRAPHY / 2D-ECHO/ MAMMOGRAPHY / O.P.G. & other available services.

1 Service Objective:

The objective of this Agreement is to secure for PDEAS AYURVED RUGNALAYA AND STERLING Multispeciality Hospital.

the provision of services of

CT Scan / MRI Scan / Sonography / 2-D echo / and related services & Emergency services to a level that satisfies the requirements.

2 Service to be Cover:

The main elements of the CT Scan / MRI Scan / Sonography / 2-D echo / Mammography / OPG. services to be covered by this agreement are Provision of services and related services when required.

Will informed the report to the hospital doctor's on telephonic and also mail the report's.

3 Quality Management Service:

The Service provider undertakes to ensure that all services will be accompanied by appropriate documentation and will be handed in a validated manner to patient or patient's relative, which ensures that it will be as per specification given by consultant.

The service provider and receiving agencies will adhere to the quality system for hospital & / X-RAY Sonography / CT scan / MRI Scan and other investigations in centre as required by the PNDT and Other Act.

4 Transports:

As per mutual understanding and depend upon case to case basis.

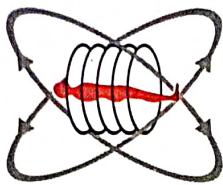
5 Charges:

Private patients will pay the cash directly to the centre. We will give one month credit to the hospital for the insurance patients on hospital credit note request.

Where there are charging arrangements these can be appended separately. It is responsibility of centre to notify revised charges schedule to PDEAs Ayurved Rugnalaya and Sterling Multispeciality Hospital. in written form. The charges will be fixed as per the list given .

MEGAVISION DIAGNOSTIC CENTRE
SHUBHAM GALLERIA,
MORWADI (FINOLEX) CHOWK,
OPP. DECCAN HONDA,
PIMPRI, PUNE - 411 018.
TEL : 020 - 32663949

NIGDI : MEGAVISION SCANS : 1.5 Tesla M.R.I. & Multislice C.T. Scan Ph. : 020-27656584/85, 8888861224
DR. BHATE-KULKARNI DIAGNOSTIC CENTRE, Digital X-ray, Sonography, Colour Doppler, 2-D ECHO
Ph. : 020-32663949, Kohinoor Arcade, C-Wing, Tilak Chowk, Nigdi, Pune - 44.



MEGAVISION DIAGNOSTIC CENTRES

3 Tesla M.R.I. & 32 Slice C.T. Scan

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DR. BHATE HEALTHCARE CENTRE, Digital X-Ray, Sonography, Colour Doppler, 2-D Echo, Mammography, O.P.G.

6 Reporting :

Peer review of report of C T Scan and X-RAY of PDEAs Ayurved Rugnalaya and Sterling Multispeciality Hospital would be done by the Radiologist of Megavision Diagnostic Centre

7 Duration & Terms:

This agreement is valid for two years.

We will follow this agreement from date of agreement until termination by prior 30 days written notice either party.

In the event of either party not performing according to the agreed terms of this Technical Agreement, the following procedures will apply: -

Where one party considers that the other party has failed to meet its obligations, that party will instigate a meeting with the other within four weeks.

Following the meeting, the party which has not performed to resolve the issue, to the satisfaction of the other party. There will be joint discussion between both parties to reach a mutually acceptable outcome.

Where non-performance has not been rectified, management will escalate the matter in appropriate manner.

In witness there of the parties here under have signed this MoA this (Date) 01/01/2022 at pimpri, Pune.

MEGAVISION DIAGNOSTIC CENTRE

SHUBHAM GALLERIA,
MORWADI (FINOLEX) CHOWK.

OPP. DECCAN HONDA,
PIMPRI, PUNE - 411 018

TEL. : 020 - 32663949

MEGAVISION DIAGNOSTIC CENTRES

**PDEAS AYURVED RUGNALAYA AND STERLING MULTI
SPECIALITY HOSPITAL NIGDI, PUNE**
Superintendent

Ayurved Rugnalaya & Sterling Multispeciality Hospital,
Sec. 27, Nigdi, Pradhikaran, Pune - 44.

Sign & stamp

Sign & stamp



MEGA VISION DIAGNOSTIC CENTRES

3 Tesla M.R.I. & 128 Slice C.T. Scan

PIMPRI : Shubham Galleria, Finolex (Morwadi) Chowk, Near Croma, Pimpri, Pune-18. Tel. : 020-27445430/31/32 Mob. : 8888861223
DR. BHATE HEALTHCARE CENTRE, Digital X-Ray, Sonography, Colour Doppler, 2-D Echo, Mammography, O.P.G.

DATE:-01/01/2024

AGREEMENT FOR PROVISION OF SERVICES TO PDEAS AYURVED RUGNALAYA AND STERLING Multispecialty Hospital.

CT SCAN / MRI SCAN / SONOGRAPHY / 2D-ECHO/ MAMMOGRAPHY / O.P.G. & other available services.

1 Service Objective:

The objective of this Agreement is to secure for PDEAS AYURVED RUGNALAYA AND STERLING Multispecialty Hospital.

the provision of services of

CT scan / MRI Scan / Sonography / 2-D echo / and related services & Emergency services to a level that satisfies the requirements.

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As per mutual understanding and depend upon case to case basis.

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SHUBHAM GALLERIA,
MORWADI (FINOLEX) CHOWK,
OPP. DECCAN HONDA,
PIMPRI, PUNE - 411 018
TEL : 020 - 27445430



MEGAVISION DIAGNOSTIC CENTRES

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Where non-performance has not been rectified, management will escalate the matter in appropriate manner.

In witness there of the parties here under have signed this MOA this (Date) 01/01/2024 at Pimpri, Pune.

MEGAVISION DIAGNOSTIC CENTRES

MEGAVISION DIAGNOSTIC CENTRE

SHUBHAM GALLERIA,
MORWADI (FINOLEX) CHOWK,
OPP. DECCAN HONDA,
PIMPRI, PUNE - 411 018.

Sign & stamp TEL. : 020 - 32663949.

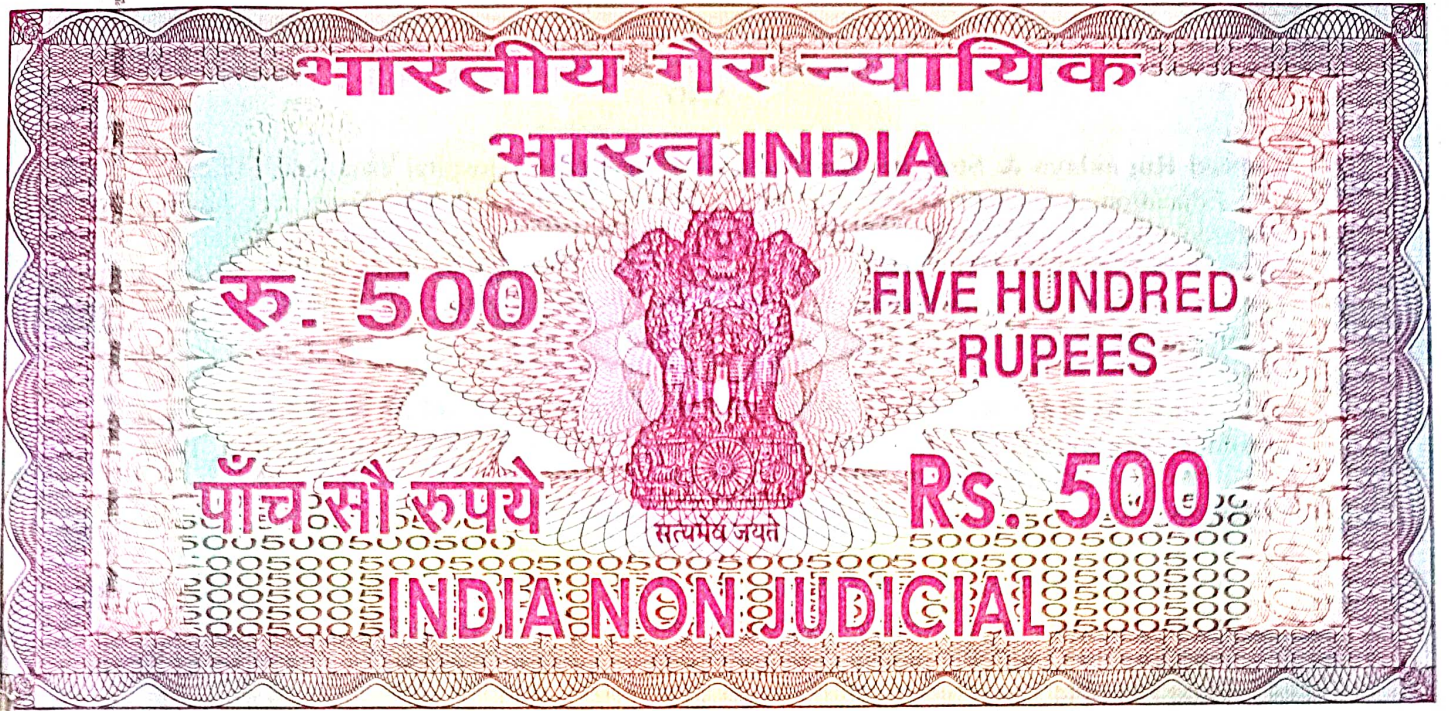
**PDEAS AYURVED RUGNALAYA AND STERLING MULTI
SPECIALITY HOSPITAL NIGDI, PUNE**

[Signature]

Superintendent

Ayurved Rugnalaya & Sterling Multispecialty Hospital,
Sec. 27, Nigdi, Pimpri, Pune - 44

Sign & stamp



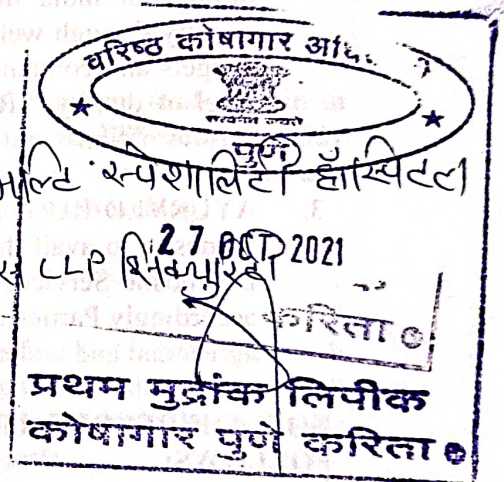
महाराष्ट्र MAHARASHTRA

० 2021 ०

BG 546691

अनु.क्र. ४३८८९ दि. २८/१०/२१ मु.शु.स्कम.
 दस्ताचा प्रकार कशरनाभा
 दस्त नोंवणी करणार आहेत का ? होय/नाही.
 मिळकतीचे वर्ग
 मुद्रांक विकत घेणाऱ्याचे नांव आशुर्वेद रुग्णालय स्टलिस। मल्टी स्पेशलिटी हॉस्पिटल
 पत्ता निगजी पुणे
 दुसऱ्या पक्षकाराचे नांव कि.च. ग्लोबल कॅसिलिटी सर्व्हिसेस LLP शिंदे
 हस्त व्यक्तीचे नांव संपाली शिंदे
 मुद्रांक विकत घेणाऱ्याची सही

सौ. व्ही.डी. शिंदे
 परवाना क्र. २२०११५२
 विठ्ठलवाडी, आदुर्डी, पुणे-३५



RENEWAL AGREEMENT OF LAB SERVICES

This LAB SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered at Pune on this 27 day of October, 2021 by and between:

SRL Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Plot No. D-3, A-Wing, 2nd Floor, District Centre, Saket, New Delhi-110017, acting through its collection center Mr Sachin Kshirsagar, Manager, Samarth Diagnostic Services, hereinafter referred to as "SRL" (which expression shall, unless repugnant to the context and meaning thereof, include its successors in interest and permitted assigns) of the First Part;

AND

Ayurved Rugnalaya & Sterling Multispecialty Hospital, a Hospital established under Pune Dist. Education Association under the provisions of Bombay Public Trust Act having its registered office at Erandwana, Pune - 411038, acting through its Authorized signatory, Dr. Ragini Patil, Supritendent hereinafter referred to as **"Ayurved Rugnalaya & Sterling Multispecialty Hospital"** (which expression shall, unless repugnant to the context and meaning thereof, include its successors in interest and permitted assigns) of the Second Part;

("SRL" and **"Ayurved Rugnalaya & Sterling Multispecialty Hospital"** shall herein wherever the context may so require, be collectively referred to as **"Parties"** and individually as a **"Party"**.)

WHEREAS:

1. **AYURVED RUGNALAYA & STERLING MULTISPECIALTY HOSPITAL** is engaged in the business of providing medical & patient care services and has established and manages IPD and OPD patient care in its hospital situated at Sector 27, Pradhikaran Nigdi, Pune - 411044.
2. SRL is engaged in the business of conducting and providing large range of diagnostic tests throughout India from its multi-speciality laboratories situated in various parts of the country through well trained and highly qualified staff and has deployed latest machinery, gadgets and computer software for conducting diagnostic test in order to maintain a high level of quality. SRL has also obtained accreditation and certifications for its lab from various national and international bodies including NABL and CAP.
3. **AYURVED RUGNALAY & STERLING MULTISPECIALTY HOSPITAL** has expressed its desire to avail the laboratory services from SRL through its collection center Samarth Diagnostic Services on non exclusive basis and SRL has agreed to provide the same and accordingly Parties are now desirous of entering into this Agreement to record their mutual agreement and understanding subject to terms and conditions as set out herein.

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

Definitions and Interpretation

The following words and terms used in this Agreement shall have the meanings ascribed to them, wherever they appear:

"Agreement" means this Agreement and any Schedules and/or Annexures/ Appendices accompanying it and any modifications made after mutual consent of both the Parties in writing.

"Confidential Information" means and includes any and all information/data which is confidential to a Party including but not limited to (i) any business information, business strategies and plans, (ii) advertising and marketing plans or marketing information, data and/or material, (iii) any past, current or proposed development projects or plans for future development work, (iv) any technical, marketing, financial and commercial information, (v) data/information in respect of Patients, (vi) the commercial and business affairs of a Party, and (vii) all other related information including any rates, payment terms and discounts.

1. Scope of Service

During the tenure of this Agreement, AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall, at its sole discretion, send such samples collected from the Patients to SRL that require pathology tests for which:

- (a) There is no facility for carrying such test/service within the Hospital of AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL; or
- (b) Although the facility is available within Hospital but due to non - availability on a temporary basis the AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL cannot carry out such tests; or
- (c) The LH wants any confirmatory tests.

Upon receipt of such samples, SRL hereby agrees either to carryout/conduct necessary tests by itself or get it tested at such other laboratory as agreed between the Parties from time to time.

2. Tenure

Subject to the termination clause mentioned hereinafter, this Agreement shall remain in force for a period of **5 (Five) Year commencing and effective from 27th October, 2021 and expiring on 31st October, 2026** unless otherwise renewed on such terms and conditions and for such period as mutually agreed between the Parties in writing.

3. Collection of Sample and Transportation

- (a) AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall organize to collect the sample for testing from the Patients and shall assume full responsibility for the sample collection process at its Hospital including adequate quantity of sample/specimen for conducting the respective tests.
- (b) SRL shall, at its own cost, provide the necessary packaging materials such as specimen vials, styrofoam containers, corrugated boxes and/or such other materials as mutually agreed from time to time in writing ("Materials") to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL for collection of samples from its Patients. AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall maintain and provide all necessary records of Material consumed which shall be provided as and when desired by SRL without delay and simultaneously return the remaining Material at the expiry or earlier termination of the Agreement to SRL.
- (c) AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL undertakes that the Patient's specimens/samples referred to SRL's laboratory are collected in appropriate containers and shall preserve the samples with due care and caution before sending the same to SRL's Laboratory.
- (d) SRL shall, at its own cost, arrange for the transportation of the samples to be collected from AYURVED RUGNALAY & STERLING MULTISPECILTY

HOSPITAL at a mutually convenient time and day. Further, AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall while providing the sample/specimen to SRL undertakes to provide clear instructions and all necessary information with regard to type / nature of test required to be carried out at SRL's Laboratory for the respective sample/specimen.

- (c) In case of any unforeseen delay due to reasons beyond the reasonable control of either party, the integrity of the collected samples may be compromised and in such situation other samples may be requested by SRL and AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL agrees to provide the same to SRL on request.

4. Reporting

- (a) Reporting of the samples shall be in accordance with the Turn Around Time ("TAT") mentioned in the reference guide of SRL. SRL shall be excused from performance and shall not be liable for any delay in delivery or non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of its including, but not limited to, leakage and contamination of sample, work stoppages, natural calamity, civil disobedience, riots, fire accidents, shortage of fuel, diplomatic impasse, lost of sample, and Act of God. SRL shall however make all reasonable efforts to perform once the event ceases to exist.
- (b) However, for all reports requiring physical reporting like graphs, slides, blocks etc., the same shall be delivered by SRL logistics physically to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL.
- (c) In case of extreme situation when there is some error or problem with relation to downloading of the reports from ID, then AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall intimate the same to SRL and SRL shall make arrangement for the physical delivery of the reports through its logistics department as per applicable TAT till the time the error or problem is fixed.

5. Price List, Testing Charges & Discount

- (a) SRL hereby agrees to grant below mentioned discount to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL:

- (i) For Domestic

- I. During the term of this Agreement, in all referral sample cases tested by SRL at its laboratory except such tests as specified in **Annexure A**, SRL shall offer Flat Discount of 12% (twelve percent) on MRP of the respective tests to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL as per SRL's Directory of Services.
- II. In respect of tests enlisted in **Annexure A**, SRL shall charge from AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL the corresponding Price as specified against the respective tests in **Annexure A** to this Agreement.

- (ii) For Overseas

All investigations carried out in International send-outs, SRL shall offer Flat Discount of 2% (Seven percent) on MRP of such test to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL.

- (b) For the purposes of arriving at the actual charges payable by AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL to SRL under this Agreement, SRL shall furnish to AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL, schedule of charges under various package(s) under this Agreement and keep the AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL informed about any revision in the Charges, which may take place from time to time. AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL agrees that Prices are subject to change from time to time based on input costs and market considerations.
- (c) Billing cycle: Invoices of all the tests shall be raised by SRL on a monthly basis. AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL shall pay the invoiced amount to SRL within 15(fifteen) days from the date of the invoice(s), subject to applicable taxes. All such payments shall be made by cheque in favour of "Samarth Diagnostic Services". Delayed payment beyond 15 days from the date of invoice shall attract interest @ 24% per annum.

6. Termination

Notwithstanding anything contained above, this Agreement may be terminated by either Party by giving 30 (thirty) days prior written notice to the other without assigning any reason stating its intention to terminate and the Agreement shall stand terminated after the expiry of such notice period.

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

7. Consequences of Termination

- i. Upon expiry or termination of this Agreement as detailed above, all rights granted shall terminate automatically and immediately and both the Parties shall forthwith handover to each other or its authorized agents / personnel all the confidential information, intellectual property, materials, data base and other documents and records including its soft copies, if any, pertaining to this Agreement and belonging to each other..
- ii. All payments becoming due and payable to SRL as on the date of termination/expiration under the terms of this Agreement shall continue to be due and payable to SRL notwithstanding the termination/expiration hereof. AYURVED RUGNALAY & STERLING MULTISPECILTY HOSPITAL undertakes to pay all the outstanding(s) to SRL within 15(fifteen) days of termination/expiration of this Agreement.

8. Representation and Warranties

- (a) Both the Parties represent and warrant that they have all the corporate, regulatory, legal and other authorizations and licenses to carry on and conduct their respective activities and to execute this Agreement in accordance with applicable laws and that

execution of this Agreement and performance of this Agreement does not and will not breach or cause conflict with any other obligations to any third party.

- (b) It is mutually agreed between the Parties that, neither party will interfere in the procedure/protocol of the other in connection with the collection of sample, its storage and testing. It is further agreed that, neither party shall have any liability or responsibility of whatsoever nature towards the Patients for any acts and omissions of the staff/employees/personnel of the other Party.

9. Confidentiality

- (i) Both Parties shall maintain utmost confidentiality and take all due and reasonable care and diligence in ensuring the protection of all Confidential Information, which in no case shall be less than the degree of care taken to protect and safeguard confidential or proprietary information.
- (ii) Both Parties shall not use/disclose/publish/sell/transfer any of Confidential Information for any purpose whatsoever during the term of this Agreement except as agreed between the Parties in writing for the performance of its obligations under the Agreement or with the prior written consent of the Disclosing Party. However, this shall not apply to any Confidential Information that is (a) in the possession of, or was known to, the recipient prior to its receipt, without an obligation to maintain its confidentiality; (b) becomes generally known to the public without violation of this Agreement; (c) obtained by recipient from a third party having the right to disclose it, without the obligation to keep such information confidential; (d) independently developed by recipient without the use of Confidential Information; and (e) required to be provided under any law, or process of law duly executed.

10. Intellectual Property

- (i) All intellectual property including but not limited to trademark, logo, slogans, marks, labels whether registered or not, shall be the sole property of Party having its ownership and neither Party shall be authorized by virtue of anything contained in this Agreement to use or exploit in any manner whatsoever any intellectual property owned by the other Party, except as may be mutually agreed between the Parties for the purposes of this Agreement.
- (ii) SRL's logo, trademark etc. is owned by SRL. Nothing in this Agreement authorizes or permits AYURVED RUGNALAY & STERLING MULTISPECIALTY HOSPITAL to use SRL's logo, product logo or any trademark without its prior written including but not limited to displaying/use of SRL's logo or trademark on its website, in any campaign or other public disclosure.

11. Governing Law and Dispute Resolution

- (a) Jurisdiction and Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of India and Courts/Tribunals at Delhi shall have exclusive jurisdiction to decide all matters arising out of or in connection with this Agreement.

- (b) Dispute Resolution/Arbitration

- i) All or any disputes or differences arising from this Agreement or any matter connected therewith shall be settled amicable between the Parties.
- ii) If no amicable settlement is arrived at within 30 days from the date of reference of dispute/difference by either Party to the other Party, then any Party may refer the dispute to sole arbitrator to be nominated and appointed by SRL. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration & Conciliation Act, 1996 & the Rules made there under. The place of the arbitration shall be at Delhi.
- iii) The arbitration award shall be final and binding upon the Parties and each Party will bear its own costs of arbitration and equally share the fees of arbitral tribunal.
- iv) All disputes shall be exclusive jurisdiction of the courts at Delhi

12. Liabilities and Indemnity

- a. The Parties hereby indemnify and hold each other, their men, officers, agents and employees harmless against any charges, duties, penalties, costs, damages, losses, claims, suits, injunctions etc. accruing, arising out of or in relation to (i) any breach of terms of this Agreement by either Party (ii) any non compliance by either Party, its men, agents, legal representatives, employees, consultants or officers, of any statutory requirement, laws, notifications, government or other public body orders etc. including without limitation employment, industrial and/or environmental laws, (iii) any claims by third parties, including on account of injury, damage or illness directly arising from medical negligence, (iv) any infringement either directly or indirectly by either Party, its men, agents, legal representatives, employees, consultants or officers, of any rights of the other Party or any third party claiming under the aggrieved Party (including without limitation the service providers of the Party) and/or (v) non performance of any of the obligations under this Agreement.
- b. Neither Party shall be liable to the other party of this Agreement for any special, indirect, incidental, consequential, punitive or compensation for loss of profit / opportunity.

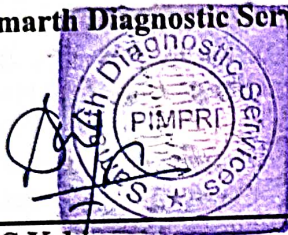
13. Miscellaneous

- a) No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of both parties hereto. Further, both Parties hereby agree that any express consent for any modification/amendment in this Agreement shall not be valid and shall not novate the respective provision of this Agreement unless mutually agreed in writing thereto.
- b) Every notice, demand or communication shall be duly served if sent by registered post at their respective addresses.
- c) If any provisions of this Agreement is invalid, unenforceable or prohibited by any law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

- d) This Agreement has been entered between the Parties on 'Principal' to 'Principal' basis and SRL shall not be construed or be entitled itself as the 'agent' of AYURVED RUGNALAY & STERLING MULTISPECIALTY HOSPITAL.
- e) AYURVED RUGNALAY & STERLING MULTISPECIALTY HOSPITAL hereby agrees that nothing in this Agreement shall prevent/restrict the SRL from entering into any similar understanding, agreement or arrangement with any third party.
- f) Failure by any of party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as on the date first above written by their duly authorized representatives.

For Samarth Diagnostic Services



Sachin S Kshirsagar
Collection Center Manager

For Ayurved Rugnalay Sterling
Multispeciality Hospital

Dr Ragini Patil,
Superintendent

Witnesses:

1)

Dr. Dhananjay Pawar
Deputy Superintendent

27/10/24

2) Mr. Sumil Todkar
Lab technician

27/10/24

This Revised MOU is made and executed at Nigdi, Dist. Pune on 08/06/2018 Between Pune District Education Association, 48/ 1, Erandwana, Paud Road, Pune – 411 038 on Educational Trust Registered under the Societies Registration Act, 1860 & under the Bombay Public Trust Act 1950, through its Hon-Secretary & Authorized Signatory 1) Mr. Sandeep S. Kadam, Age 53 Years, Occupation- Trustee of Educational Trust, Residing At E-12, Rohan Garden, Survey No. 54/2, kothrud, Pune – 411038 & Pune District Education Association's College of Ayurved & Research Centre & Attached Pune District Education Association's Ayurved Rugnalaya & Sterling Multispecialty Hospital through its Principal & Superintendent and Authority Signatory 2) Dr. Mrs. Ragini R. Patil, Age- 51 Years, Residing at Flat No. 3, Conifer Apartments, Gaikwad Nagar, Aundh, Pune – 411007, hereinafter referred to on the Party No. 1 of the One Part.

AND

Sterling Multispecialty Hospital & Research Centre LLP a Limited Liability Partnership registered under the Limited Liability Partnership Act 2008, with Identification No. AAB-2859 having its registered office 18/68, Mayur Hospital, M. Phule Nagar, Chikhali Road, Chinchwad, Pune 411 019 at through their Authorized Partners as follows –

- 1) Dr. Dharmesh Gandhi, Age 44 Years, Occupation- Medical Practitioner, Residing at Flat No. 8, Phase-1, Sukhawani Imperial, Morwadi, Ajmera, Pimpri, Pune – 411018.
- 2) Dr. Abhishek Karmalkar, Age – 32 Years, Occupation- Medical Practitioner, Residing At Harikrupa, 455, Sector No. 21, Yamunanagar, Nigdi, Pune 411 044.
- 3) Dr. Vijay Bhalgat, Age 52 Years, Occupation – medical practitioner, Residing at 18/68, Mayur Hospital, Chikhali Road, Mahatma Phule Nagar, Chinchwadgaon, Pune 411 019.
- 4) Dr. Vinayak Shinde, Age – 41 Years, Occupationa Medical Practitioner Residing at Kakade Angan – A/6, Opp, Talera Hospital, Tanaji Nagar, Chinchwadgaon , Pune – 411 033.

Hereafter referred to as the Party No. 2.

WHERE AS the Party No.1 has constructed Hospital Bldg. Setup and running Pune District Education Association's Ayurved Rugnalaya & Sterling Multispecialty Hospital.

WHERE AS Party No. 1 is a Teaching Institute, as per MSR published by Govt. of India Party No. 1 also intended to provide essential educational facilities to enrolled student.

WHERE AS Party No. 1 already established & Registered 220 bedded Pune District Educationa Association's Ayurved Rugnalaya & Sterling Multispecialty Hospital. Majoritily Critical & Chronic Patients are admitted in Hospital so Critical Care backup is essential.

AND WHERE AS the Party No. 2 is a service provider & financial supporter and already established Multi-specialty services / Critical Care Unit (ICU, NICU, PICU, Digital X-ray, USG, 2D-Echo, CT Scan, Dialysis Unit, Super Specialty OT, Cath Lab, Outsource Lab & Medical Store) required for a smooth running Allopathic treatment of patients by Allopathic consultants with sophisticated equipments required for is activities which may inter alia facilitate the said unit to treat the patient with proper leisure and treatment.

AND WHERE AS as both the parties has discussed in detail about the scope of the facilities and services to be provided by the Party No. 2, the infrastructure to be made available by the Party No. 1, Usage charges, to be paid by the Party No. 2 towards the

available Infrastructure etc and after through deliberations both the parties have in MOU to work together on the following terms & Conditions.

AND WHERE AS in view of the above, the Party No. 1 decided to grant license in respect of the said property comprise a Total area to the Party No. 02, for 48 beds who is having experience and expertise in the field of providing Allopathic & Emergency treatment.

NOW therefore this MOU as under.

The Parties hereto mutually agreed that pursuant to the MOU arrived at between Parties, the Party No. 1 has agreed to make available 48 beds & space for related services the said premises for a period for a period of next 10 years.

WHERE AS the Party No. 2. (Service Provider) Shall be responsible to Provide, services for 48 beds with essential instrument, equipment and qualified, experience & trained staff with specific term & condition.

Services are on follow ICU, NICU, PICU, Digital X-ray, USG. 2D-Echo, CT Scan, Dialysis Unit, Super Specialty OT, Cath Lab, Outsource Lab & medical store-

1) Essential Registration, licenses with requisite fee for Multispecialty services will be provided by Party No 2.

2) Both the parties have mutually agreed to work under the control of Party No. 1 and Hospital name will be same as Pune District Education Association's Ayurved Rugnalaya & Steling Multispecialty Hospital.

3) Part No. 2 will provide emergency medical treatment to patients of party no. 1 in Emergency Units.

4) Some licensed services of party No. 1 that is sonographycentre& MTP centre are outsourced to party No. 2 the total medico legal responsibility of these services will be of party No. 2.

The essential staff for critical unit will be provided by Party No. 2 which is not concern with Party No. 01.

All the Medico Legal issues, concern with their critical unit will be handled by Party No. 02.

Post Graduate Students of Party No. 01, for the education purpose will be deputed in the said Critical Unit as per requisite of Party No. 1.

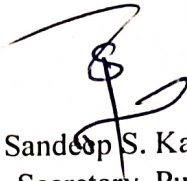
The party No. 01 will provide the basis amenities like plumbing, toilets with w/c, electrification, painting, water proofing, tiles and window safety expenses regarding instruments, equipments, furniture of critical unit etc. will be borne by the Party No.2

If the Party No. 2 does not fulfill the said condition as mentioned above, the party No. 1 is at liberty to revoke / cancel this Agreement as long as the Party No. 1, fulfills its obligation under this agreement.

In witness where of the parties here to have signed on this MOU for setting up Critical Care Unit on outsource basis on the day and year first herein above written.

Party No. 1

Pune District Education Association, Pune
Represented through its authorized signatory.



1) Mr. Sandeep S. Kadam
Hon. Secretary, Pune District Education Association, Pune.



2) Dr. Ragini Rajan Patil
Superintendent, Pune District Education Association's
Ayurved Rugnalaya & Sterling Multispecialty Hospital.

Party No. 2

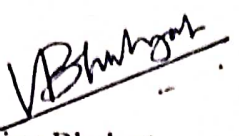
Sterling Multispecialty Hospital & Research Centre LLP
Represented through its designated signatory.



1) Dr. Dharmesh Gandhi
Partner, Sterling Multispecialty Hospital & Research Centre
LLP.



2) Dr. Abhishek Karmalkar
Partner, Sterling Multispecialty Hospital & Research Centre
LLP.

- 
3) Dr. Vijay Bhalgat
Partner, Sterling Multispecialty Hospital & Research Centre
LLP.

- 
4) Dr. Vinayak Shinde
Partner, Sterling Multispecialty Hospital & Research Centre
LLP.

Witness :-

1) Signature :-



Name :- Dr. Dhananjay Kalyanrao Pawar

2) Signature :-



Name :- Dr. Bobade R. B.