

D.E. Society's

BRIJLAL JINDAL COLLEGE OF PHYSIOTHERAPY

Fergusson College Campus, Pune - 411 004 •Phone: (020) 67656471, 67656467 •Fax: (91) (020) 67656494, 67656120 • E-mail: office.physiotherapy@despune.org •Web-site: www.desphysiotherapycollege.com, www.despune.org

Approved by Govt. of Maharashtra, Maharashtra State Council of OT/ PT, Indian Association of Physiotherapist & affiliated to Maharashtra University of Health Sciences, Nashik

4.2.2

Relevant Document

Memorandum of Understanding between D. E. Society's Brijlal Jindal College of Physiotherapy and above listed Clinical Teaching hospitals.

(All active MoUs attached)



PRINCIPAL

D. E. Society's Brijlat Jind

College of Physiotherapy

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This MEMORANDUM OF UNDERSTANDING is exactly the transfer to the property of 2023.

BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namular Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory

Smt. Swan C. Jogh Representative Landing Body, DE Society, aged about 54 years, occ: Service, Address: - Forgassion Co. Principal impus. Namedar Shri Gopal Krishna Gokhale, Marg. Shriqunagar, Pune-411004.

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- 1.1 The scope of this understanding extends only to deputation of 4th year students, interns and M.P.Th. students by D.E. Society's Brijlal Jindal College of Physiotherapy up to intake capacity, for imparting of practical training (patient's treatment), and clinical examination as contemplated by the concerned syllabus for the discipline, in batches each comprising of about 20 to 25 students to the said Hospital.
- 1.2 4th year students, interns and M.P.Th, students can assist hospital therapist during therapy. Nobody will be allowed to impart therapy to patient independently or under supervision of college faculty.
- 1.3 Separate arrangements will be made for bedside teaching by rehabilitation department of the HOSPITAL.

2. DURATION:

- 2.1 The duration of this understanding shall be for the period from 15-09-2023 to 14-09-2026 unless expressly extended.
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months' prior notice in writing to each other.

3. AGREEMENT:

- 3.1 L.M.M. F's DEENANATH MANGESHKAR HOSPITAL, RESEARCH CENTER, hereby agrees and permits the DE Society i.e. D.E. Society's Bright Jindal College of Physiotherapy to depute 20 to 25 students to the said Hospital for imparting of practical training to students as contemplated by the concerned syllabus.
- 3.2 The said College shall acquaint the students with the norms, discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital.
- 3.3 The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course after seeking approval from HOD. Rehabilitation department of the said hospital, without however, disturbing the working of the said hospital. Lecture, demonstration by faculty will be allowed for the patients identified will OD of Rehabilitation Department & after seeking permission bearage treating consultants.

Jindal College of Physician Pune-4. Pune-4.

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(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DE SOCIETY" for the sake of brevity) The Party of the First Part

AND

Lata Mangeshkar Medical Foundation's DEENANATH MANGESHKAR HOSPITAL & RESEARCH CENTER, Near Minite Bridge, Erandowane, Pune — 411004, duly represented by its authorized signatories Dr. Asmita Bhave, Assistant Medical Superintendent, Academies (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to Deenanath' for the sake of brevity) The Party of the Second Part

WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, societies an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its object of imparting formal and informal education in various disciplines.
- B. The DE Society has recently established an institute by name D.E. Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. L.M.M. F's DEENANATH MANGESHKAR HOSPITAL & RESEARCH CENTER, is also a trust, registered under Public Charitable Trust No. E-3068, Pune and has established L.M.M. F's DEENANATH MANGESHKAR HOSPITAL REASEARCH CENTER, here at Pune (Hercinafter referred to as the said "HOSPITAL" for the sake of brevity).
- D. The parties hereto agreed that for imparting of practical training of the students as contemplated by the concerned syllabus, the said College is permitted to send students up to its intake capacity, in batches each comprising of about 20 to 25 students to the said Hospital, in consideration of the said college paying in amount which is 15% (excluding applicable taxes) of tuition fee per student, per year to the said Hospital, and other terms and conditions enumerated below;

NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH:

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SCOPE:







4. CONSIDERATION:

- 4.1 In consideration of this MoU, the DE Society shall pay and / or caused to be paid through the said college, an amount which is 15% (excluding applicable taxes) of tuition fee per student, per year for the above referred academic years to the said Hospital.
- 4.2 D.E. Society shall maintain a register of students attending a said Hospital for recording of attendance of the students of the campus of the said Hospital and shall be verified by any authorized staff of the said Hospital.
- 4.3 The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.
- 1.4 The cost of the laundry for the period used by the students will be borne by the students, which is Rs.780/- Rs. per month (inclusive of GST), which will be increased by 8% every year. The College must pay the laundry charges to the Hospital as per the period of the training of each candidate.
- 4.5 The fees for the subsequent year must be communicated to the Hospital before 1 month the subsequent year starts; which will be convenient for the Hospital to raise an invoice for the same.

4.6 Limitation of time for payment:

It is agreed by and between the parties that, the D.E. Society shall pay the amount (to be calculated as per number of students) for 6 months in advance to the said hospital. If the D. E. Society fails or neglects to pay the amount to the said Hospital consecutively for 3 months in such case the said Hospital will be enfitted to revoke / cancel present Mol.) by sending written Letter by Registered Post A.D. to the D.E. Society in this behalf. In case of extra payment in advance by the said college, same shall be adjusted in the next payment done by the said college.

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OBLIGATIONS:

The DE Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the campus of the said Hospital.

In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that the education of the students of the said College and treatment of patients of the said Hospital is not hampered. Scope: (Patients treatment assisting the hospital operapist)



AND ATAIL BEARING

APPROAGANCE THE

- 6 This MOU shall not be construed to constitute or to create a partnership or a joint venture or employer-employee relationship or any other form of association between the parties.
- 7 In case of any disputes and differences whatsoever arising between the parties out of or relating to this agreement shall be settled by the parties mutually after due discussion.
- 8 The hospital reserves the right to dismiss any participating student at any time for academic of personal misconduct. The dismissal of a participant shall not abrogate the agreement for the arrangements regarding other participants.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.



Parties	Signatures
Smt. Swati C. Joglekar, Secretary GB (duly authorized signatory of and for DE Society)	h
Dr. Asmita Bhave (duly authorized signatory of and for L.M.M.F's Decranath Mangeshkar Hospital)	1000 Bhane -
Shri, Sachin Vyavahare (duly authorized signatory of and for L.M.M.F's Deenanath Mangeshkar Hospital)	Je-



Dats Prach: Date-Bag 4/8/23

2 1 AUG 2023

Witness	
Names	Signatures
Dr. Snehal Joshi, Principal, D. E. Society Struct Endal College of Physiothesis (1996)	Soft the Par

ANUMAS ANUMAS TUKARAM TUKARAM PATANKAR PATANKAR

Both the Farlies are advised to register this document befor the concern registrar office

Notary

BANJAY TUKABAM PATAHKAI
NOTARY, GOVT. OF INDIA
PUNE DIBT. MAHARASHTRA

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महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made at Pune and executed on this 7th day of April . 2021

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BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its Office at FP No. 304, City survey No. 924, Fergusson College Campus, Pune: 411004, represented by its duly authorized signatory to Snit. Swati C. Joglekar Secretary, Governing Body. DE Society, aged about 54 years, occ ; Service, Address – Fergusson College Campus, Shivajinagar, Pune – 411004, Which expression shall







unless there by anything repagnant to the subject or contrary to the context mean and include its present and future Trustees, their Heirs, Legal representatives Executors, Administrators and Assigns, hereinafter referred to as 'D.E. Society' for the sake of brevity) The party of the first part.

AND

JEHANGIR HOSPITAL, is a Hospital Registered under the provisions of Bombay Public Trust Act 1950, and is situated at 32. Sassoon Road, Pune-411 001, duly represented by Mr Vinod Sawantwadkar, CEO Jehangir Hospital Pune of Jehangir Hospital Pune (Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their Heirs, Legal representatives Executors, Administrators and Assigns, herein after referred to as 'JEHANGIR' for the sake of brevity) The party of the second part.

WHEREAS.

The DE Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.

- a. The DE Society has established college in the name D.E.Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE"),
- b. JEHANGIR HOSPITAL it is tertiary care, multi-specialty hospital of 350 heds which is well known in and around Maharashtra. The Jehangir Hospital has been granted Quality Management Systems Certification License as per IS/ISO 9001.2000 for the scope of its Multi-Specialty Services, by the Bureau of (India) Standards. Jehangir Hospital is a NABH accredited Hospital

(hereinafter referred to as the said "HOSPITAL" for the sake of brevity).



For mutual benefits, the parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students upto its intake capacity, in batches each comprising of about 15 students led by its faculty members, to the said Hospital, in consideration of the said college paying an amount of Rs. 500 for UG student, Rs. 700 for PG student or intern per month per student per month for the academic year excluding examination period & vacation to the said Hospital, and other terms and conditions enumerated below.

NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS

L SCOPE:

The scope of this understanding extends only to deputation of the students by said college upto intake capacity for all classes, for imparting of practical training and examination as contemplated by the concerned syllabus for the discipline/s in batches each comprising of about 15 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

2. DURATION:

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The duration of this understanding shall be for a period of three academic years from 01/04/2021 to 31/03/2024.



PRINCIPAL Society's Britist Jind liege of Paysiotherapy Pune Both the parties can cancel or terminate the present M.O.U. by giving 3 months prior notice in writing to each other. In case of dispute the same will be referred to the Arbitrator appointed under the Arbitration and Conciliation Act, 1996, as amended, by parties with mutual understanding, whose decision will be final and binding on both the parties.

3. AGREEMENT:

- 3.1 HOSPITAL hereby agrees and permits the college to depute students up to its intake capacity, in batches each comprising of about 15 (about half of which shall be UG student, and others PG or interns). UG students shall be led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus. Hospital may accommodate the students us per its convenience.
- The said College shall acquaint the students with the norms of discipline to be followed 3.2 while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from entering premises of the said Hospital.
- The said College is permitted to hold its practical and / or theoretical training in 3.3 consonance with the syllabus prescribed for the course and to hold examinations in the said Hospital, without however, disturbing the working of the said hospital.
- The parties shall maintain a register of students attending at the said Hospital for 3.4 recording of attendance of the students in the premises of the said Hespital and the said register shall be verified by the faculty member leading the batches of the other hand and or any authorized staff of the said Hospital.
- The said register shall remain in custody of the said college and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.
- 3.6 The said College shall designate one of their officials with adequate responsibility, accountability and authority as a single point interface to liaison with HOSPITAL on all issues pertaining to the smooth operations of the practical training component of the COURSE. Communicate his / her name, of execution of contact address, telephone numbers, and email 1D or any change thereto, to the Hospital within 15 days of this agreement.
- The said college shall ensure that the Students and the training provider will not 3.7 disclose any confidential information/data of the patients. The medical information/data of the patient received during the training period shall be used only for the academic use. The college and its students shall not disclose patient related facts during and/or after the course and training.

The said college is solely responsible for any legal consequences initiated, due to such breach.

CONSIDERATION :

In consideration of this MOU, the DE Society shall pay (and / or caused to be paid through the said college, an amount of Rs. 500 /- per UG student per month and Rs.700/- per PG student/ Intern per month as workshop ices during the period of their training in the said hospital for the period of examination & vacation. The Payment made is non-refundable. Such payable amount will be paid to Hospital irrespective of the fees collected from the student.

4.1 Limitation of time for payment.

It is agreed by and between the parties that after the expiry of month in which the training was impurted to the student by the said Hospital, the D.E.Society shall pay to amount to be calculated as per number of student within seven days from the date of expiry of each month. If D.E. Society fails or neglects to pay the amount to the visit Hospital consecutively for three months, in such case the said Hospital will be entitled

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to revoke / cancel present M.O.U by sending written communication/Letter by Registered Post A.D. to D.E. Society in this behalf.

4.2.2 In the event that a student, assigned to HOSPITAL drops out during the month said college will endeavor to replace that student with a new student. However, the said college shall pay the total monthly consideration to the Hospital,

It is agreed by and between the parties that the party of the first part shall make the payment to the party of the second part by Account Payee Cheques to be drawn in the name of "JEHANGIR HOSPITAL"

5. OBLIGATIONS:

- 5.1 The DE Society, the said College and the faculty leading the barches shall be responsible for maintenance of discipline, directives, decoram and good behavior of and by the students on the premises of the said Hospital.
- 5.2 Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeaner, the said Hospital shall not restrain the students deputed in terms hereof.
- 5.3 In the very nature of the matter, the parties hereto under take to extend all necessary cooperation to each other, so that the education of the students of the said College is not hampered.

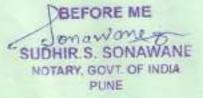
In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

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1	Parties	Signatures	
	Smr. Swati C. Joglekar (duly authorized signatory of and for DE Society	ha	
	By Mr Vinod Sawarawadkar, CEO Jehangir Hospital Purse	W/	

Witnesses	Signatures
Mrs. Aparna Sadhale, Principal, D.E.Society's Brijtal Jindal College of Physiotherapy, Pune	Adhale
Dr. Radhika Patil, HOD, Physiotherapy Dept. Jehangir Hospital	Radeila Polil





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महाराष्ट्र MAHARASHTRA BC 738265 9at कार्य ६ महिन्याच्या आत थापर करायका आहे. दानावाप्रकार/ अनुरक्षेत् क्षत्रीक :..... इदम्त वींदानी करणार आहेत का :..... रोंदमी होजार असल्यास दुव्यम निबंधक कार्बामिकी पान 🗜 पुद्रांक विक्रम वेकान्याचे नाव व बन्ता है है। कि क्रिया विकास वेकान्याचे नाव व बन्ता है। क्रिया क्रिया है। क्रिय है। क्रिया है। क्रिया है। क्रिय है। क्रिया है। क्रिया है। क्रिय 0 7 APR 2021 विसन्या पश्चमानाचे नांच :..... इस्ते असम्यास नांच व पता विधार ेबुद्रांक शुरुज स्वक्षम :..... बुट्रांक विक्री नोंद वही अनु.क्रमांक :..... पुद्रांक विकत पेणान्याची सही :.... क्रवाराधारक मुद्रांक विक्रेत्याची सही/पत्ता/ परवाना क्रमांक MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed

on 202

BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its Office at FP No. 304, City survey No. 924, Fergusson College Campus, Pune: 411004, represented by its duly authorized signatory Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 54 years, occ: Service, Address – Fergusson College Campus, Shivajinagar, Pune – 411004,

(Which expression shall unless there by anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their Heirs, Legal representatives







Executors, Administrators and Assigns, hereinafter referred to as DES for the sake of brevity) The party of the first part.

And

SAHYADRI HOSPITAL PVT LTD, (Previously known as SAHYADRI HOSPITAL LTD) a company registered under Companies Act, 2013 with CIN U85110PN1996PTC099499 and having its Registered Office at S.NO.89 &90, PLOT NO. 54, LOKMANY COLONY KOTHRUD, PUNE – 411038 duly represented by CHIEF EXECUTIVE OFFICER MR. ABRARALI DALAL

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Directors, their successors and permitted assigns, herein after referred to as 'SHPL' for the sake of brevity) THE PARTY OF THE SECOND PART.

WHEREAS.

- A. The DES a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines,
- B. The DES has established college in the name D.E.Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE"),
- C. SHPL is a company incorporated and registered under companies Act, 2013 and having its main objects of establishing and running hospitals and health care facilities. SHPL is presently running / managing various hospitals, pathology labs and diagnostics centers in Pune as well as the rest of Maharashtra. SHPL is running and managing Sahyadri Super Specialty Hospital located at Karve Road, Pune (hereinafter referred to as the said "HOSPITAL' for the sake of brevity).
- D. For mutual benefits, the parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students up to its intake capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital, in view of the said College paying Consideration as stated in clause D herein below of this MOU excluding examination period & vacation to on the terms and conditions enumerated below
- E. NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS UNDER:

SCOPE:







The scope of this understanding extends only to deputation of the students by said college op to intake capacity for all classes, for imparting of practical training and examination as contemplated by the concerned syllabus for the discipline/s in batches each comprising of about 25-30 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

DURATION:

The duration of this understanding shall be for a period of three academic years i.e. from the outside of the parties of the parties. Expired to 31st May 2024, unless renewed in writing by both the parties.

Both the parties can cancel or terminate the present MOU by giving 3 months prior notice in writing to other party. However, in case of breach of any of the terms of this MOU/SEIPL reserves the right to terminate this MOU forthwith.

C. OBLIGATIONS

(a) Obligation of SHPL:

- SHPL hereby agrees and permits the college to depute students up to its intake capacity, in batches each comprising of about 25 - 30 students led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus.
- 2 Provide support and facilities to the College to hold practical training in consonance with the syllabus prescribed for the Course in the premises.
- Designate on of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the training part of the Course covered within the scope of this MOU and shall communicate his / her name and contact details to the said College.
- 4 Allow the students and training providers to enter the Hospital premises for the purpose of attending training sessions; the Hospital reserves the right to restrict any student or person from entering its Hospital premises for any disciplinary or other issues.

(b) Obligations of DES:

- The said College shall acquaint the students with the norms of discipline to be followed
 while on the campus of the said Hospital, with appropriate notice that in case of any
 indiscipline by any of the students, the Hospital shall have right to restrict him or her from
 entering premises of the said Hospital.
- The said College is permitted to hold its practical and / or theoretical training in consonance
 with the syllabus prescribed for the course and to hold examinations in the said Hospital,
 without however, disturbing the working of the said hospital.
- Ensure that students follow discipline, directives and decorum on the campus of the Hospital. Allow the representatives of the SHPL to check and inspect the conduct of part of





the Course, which forms part of the MOU and call for any information and take copies of the documents and records concerning the Course any time, only if required to be produced by SHPL, under any direction issued by any statutory authority or in compliance of any other law. However, before any requirement, the SHPL shall issue to dark notice to College to take appropriate action and make arrangements.

Comply with the applicable laws relating to its activities, students and employees and pay all its statutory payments, liabilities.

DES will be responsible for any loss / damages / injury/ harm caused due to any act / error / negligence, caused intentionally or unintentionally, knowingly or unknowingly by their student / students during the course of imparting of practical training and examination to the student/ students or to the Hospital Staff, Patients, Patients relatives, any third person or to the property/ belongings of hospital, hospital Staff, Patients, Patients relatives, any third person.

- 6. Indemnify SHPL against all and whatsoever claims, actions, suits, proceedings, taxes, levies, costs, expenses, damages, losses, injuries, harm and liabilities (including attorney's fees) which are brought against SHPL resulting from misconduct of any of the students/ persons of the College for any reason including but not limited to misrepresentation made by any of the students / persons of College or submission of fraudulent documents or details.
- Designate one of its officials as a single point contact to decide and resolve all issues
 pertaining to the smooth operations of the training part of the Course, covered within the
 scope of this MOU and shall communicate his/her name and contact details to SHPL.
- 8. Maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the said registered shall be verified by the faculty member leading the batches of the other hand and / or any authorized staff of the said Hospital.
- The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

D. CONSIDERATION:

- In consideration of this MOU, the DES shall pay (and / or caused to be paid through the said College, an amount of Rs. 600/- (Six Hundred only) excluding all applicable taxes per UG student per month as workshop fees and Rs. 700/- (Rs. Seven Hundred only) excluding all applicable taxes per PG student/ Intern per month as workshop fees during the period of their training in the said Hospital.
- Thereafter there shall be increase at the rate of 5% in the workshop fees every year.
- Taxes will be charged extra as applicable. SHPL shall issue invoice for the consideration payable by DES including applicable taxes by 5th of each month.



4. LIMITATION OF TIME FOR PAYMENT:

It is agreed by and between the parties that after the expiry of month in which the training was imparted to the student by the said Hospital, DES shall pay the amount to be calculated as per number of student within seven days from the date of expiry of each month. If DES fails or neglects to pay the amount to the SHPL consecutively for three months, in such case SHPL I will be entitled to revoke / cancel present MOU immediately by sending written Letter by Registered Post A.D. to DES in this behalf.

5. It is agreed by and between the parties that DES shall make the payment to the party of the SHPL by Account Payce Cheque to be drawn in the name of "Sahyadri Hospitals Pvt. Ltd. Sahyadri Hospitals Education Centre"

E. MUTUAL REPRESENTATIONS AND COVENANTS:

- 1. Each party herby covenant to the other Party that it shall perform it's respective obligations under this MOU in a timely, diligent, competent and professional manner. Each party shall ensure that while performing their respective obligations under this MOU, no harm is caused to any property (tangible or intellectual or otherwise) or personnel of the other party.
- Each party represents and warrants to the other that it is validly formed and validly existing
 in order to enable it to enter into this MOU.
- 3. Each party represents and warrants to the other that they have obtained all necessary internal and / or statutory approvals to enter into this MOU and that the person executing this MOU on its behalf has the necessary power and authority to enter into this MOU and bind the party represented by him.
- 4. Each party shall ensure that throughout the tenure of this MOU, they shall obtain and keep all the statutory licenses, authorizations, sanctions and internal approvals applicable to their respective business/entity valid and in compliance with all applicable laws.
- Each party unequivocally warrants to the other party that while implementing their respective obligations under this MOU, the parties shall adhere to and comply with all statutory requirements and ethical practices.





F. GENERAL TERMS

 DES, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the premises of the said Hospital.

SUDHIR SHRAWAN SHRAWAN ONAWANE FUNE D. NO. 104 XPIRY D. 10/2023

This MOU shall not be construed to be a partnership, joint venture association or employer comployee relationship.

The interns/ students of the College shall not receive any stipend or salary from SHPL. Similar the students/ interns receiving training at the facility of the Hospital shall not be entitled to any benefits enjoyed by the employees of SHPL.

- 4. Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the students deputed in terms hereof.
- 5. Any renewal of the MOU shall operate only if it is in writing and upon its execution.
- 6. Since the matter, relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrains the students deputed in terms hereof.
- 7. In the very nature of the matter, the parties hereto under take to extend all necessary cooperation to each other, so that the education of the students of the said College is not hampered.

8. NON EXCLUSIVITY:

It is agreed by both the parties that this MoU shall not bind other party in an exclusive manner, both the parties can execute and enforce a similar MoU with any another organisation.

G. DISPUTE RESOLUTION:

- All disputes and differences whatsoever which may at any time hereafter (whether during
 the continuance of these presents or upon or after its discharge or determination) arise
 between the parties, shall be amicably settled in the first instance failing which it shall be
 referred to arbitration under the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator
 appointed by SHPL and the same shall be held at Pune.
- This MOU shall be governed by the laws of India and shall be subject to jurisdiction of Courts at Pune.





IN WITNESS WHEREOF duly authorized representative of the Parties hereto have signed and executed this Memorandum of Understanding on the date hereinbefore first mentioned.

PRTY OF THE FIRST PART

For & on behalf off :

DECCAN EDUCATION SOCIETY

Signature

Name

SWATI C. JOGLEKAR

Designation

(Duly authorized signatory of and for D E Society)

PRTY OF THE SECOND PART

For & on behalf off

SAHYADRI HOSPITALS PVT. LTD

Signature

Name

signature

ABRARALI DALAL

Designation

CHIEF EXECUTIVE OFFICER

(Duly authorized signatory of and for SHPL)

WITNESS

1) Signature

Name

16 8

Aparna Sadhale,

Designation

Principal,

D.E.Society's Brijlal Jindal College of Physiotherapy, Pune

2) Signature

Name

Anita Gune

Designation

Sr. Manager-Academics .

BEFORE ME

SUDHIR S. SONAWANE NOTARY, GOVT. OF INDIA

PUNE

4 JUN 2021









महारोष्ट्र MAHARASHTRA

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PRINCIPAL

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College of Physiotherapy
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पुछो Z 6 NOV 2021 मधम मुदांक लिपी कोबागार पुणे क्रिना

द्ध कांबामार अधिक

ज्या कालामाठी ज्योंनी पुद्रांक खाला केला स्थाव कारणासाह मुद्रांक खोदी केन्यापासून ६ महीन्यल क्यांने कंपनकारक अव

मुद्रांक विकास क्षेत्राच्याची सही

पर्याना क्र. २२०११३३ इपट है से जिस्से विस्तितान



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on this of 1st Dec. 2021.

BETWEEN







SETH TARACHAND RAMNATH CHARITABLE AYURVEDIC HOSPITAL TRUST, Rasta Peth, Pune - 411011 duly represented by its authorized signatory MR. DATTATRAY Alias DATTAJI GAIKWAD, Chairman, S.T.R.C.A Hospital Trust, aged about \$1 years, Occupation - business, Office At - 1233/C, K.G. Mansion, Apte Road, Pune-411004 AND (2) MR. GOPAL RATHI, Managing Trustee, Occupation: Business, Residing at, S.No. 20/2, Sheering Hungadow, Gandhi Path, Near City Pride, Kothrad, Pune-411038.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as Turachand' for the sake of brevity) The Party of the First Part

AND

DECCAN EDUCATION SOCIETY a society and an educational public chantable trust having its Office at Fergusson College Campus, Fergusson Road, Shivajinagar, Punc-411004, represented by its duly authorized signatory Smt. Swati Joglekur, Secretary, Governing Body, D.E. Society, aged about 55 years, occ. Service, Address - Fergusson College, Fergusson College Campus, Pune - 411 004,

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DEXOCIPTY" for the sake of brevity) The Party of the Second Part

WHEREAS,

- A) Seth Tarachand Rammath Charitable Ayurvedic Hospital Trust as a Charitable instruction registered under Bombay Public Trust Act., 1950 and has established both Jamelian Rammath Charitable Ayurvedic Hospital, here at Pune (Hereinafter record to Original HOSPITAL) for the sake of brevity).
- B) The DE Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- C) The DE Society has recently established an institute by name D.E. Society's Briffal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Mahamshtra University of Health Sciences. Nashik and Govt, of Mahamshtra.
- D) For mutual benefits, the parties hereto agreed that for imparting of practical training (patient's treatment) and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students to the said Hospital, in consideration of the said college paying an amount of Rs. 3.00,000's per annum from the academic year 2021-2022, to the said Hospital, and other terms and conditions emimerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH:

1. SCOPE:

The scope of this understanding extends only to deputation of the students by D.F. Society's Brijlal Jindal College of Physiotherapy upto intake capacity for all classes, for impuring of practical training (patient's treatment) and examination as contemplated by the concerned syllabus for the discipline, in batches, led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

2. DURATION:

2.1 The duration of this understanding shall be for the period from 01-12-2021 to 30-11-2024 unless expressly extended.

Both the parties can proceed or terminate the present M.O.U. by giving 3 months prior notice in writing to the order of dispute, the same will be referred to the Arbitrator appointed by parties with settlement and binding on both the parties.

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3. AGREEMENT:

- Seth Tarachand Ramnath Charitable Ayurvedic Hospital hereby agrees and permit City DE Society i.e. "COLLEGE" to depute students upto its intake capacity, in batches, led by its faculty members, to the said Hospital for imparting of practical training (patients) trentments) and examination of students as contemplated by the concerned syllabor.
- The said College shall acquaint the students with the norm# discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital
- The said College is permitted to hold its practical and / or theoretical training in 3.3 consonance with the syllabus prescribed for the course and to hold examination in the said Hospital, without however, disturbing the working of the said hospital.

CONSIDERATION:

- In consideration of this M.O.U., the DE Society shall pay and / or caused to be paid through the said college, an amount of Rs. 3,00,000/- per annum for the above referred academic years to the said Hospital. The DE Society through the said college will pay an amount of Rs. 3,00,000/- (Rupees Three Lakhs only) as follows Rs.1,50,000 on the signing of this MOU & the balance Rs.1,50,000 before 30/07/2022 for the academic year 2021-2022. Similarly, the DE Society shall pay and/or caused to be paid through the said college, an amount of Rs. 3,00,000/- for the next 12 months in 2 equal instalments, each before the end of the prevailing term of 6 months.
- The parties shall maintain a register of students attending a said Hospital for recording of attendance of the students of the campus of the said Hospital and shall be verified by the faculty member leading the batches on the other hand, and any authorized suff of the said Hostural
- The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

Limitation of time for payment:

It is agreed by and between the, the D.E. Society small pay the amounts in advance for each year. If the D.E. Society fails or neglects to pay the amount to the said Hospital in advance then in such case, the said Hospital will be entitled to revoke / cancel present M.O.U by sending written Letter by Registered Post A.D. to the D.E. Society in this behalf.

OBLIGATIONS:

- The DE Society, the said College and the faculty leading the batches shall be 5.1 responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the campus of the said Hospital.
- Since the matter relates to the Academic year of the concerned students of the said 5.2 College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall pot restrain the students deputed in terms hereof.

the very nature of the matter, the parties hereto undertake to extend all necessary exoperation to each other, so that the education of the students of the said College and resument of patients of the said Hospital is not hampered.

The party of the one part agrees and undertakes to provide the available equipments at as costs and expenses relating to Physiotherapy O.P.D to the party of the second pur-

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prior to the commencement of the physiotherapy practical training in the premises of the party of the second part.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures *
Smt, Swati Joglekar (duly authorized signatory of and for DE Society)	
Shri. Dattatray alias Dattaji Gaikwad (Duly authorized signatory of and for Seth Tarachand Ramnath Charitable Ayurvedic Hospital Trust)	XX X
Shri, Gopal Rathi (Duly authorized signatory of and for Seth Tarachand Ramnath Charitable Ayurvedic Höspital Trust)	Joyal & Catt



BEFORE ME

SUDHIR, S. SONAWANE NOTARY, GOVT OF INDIA PUNE

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1		MEMORANDUM OF UNDERSTA	NDING
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THIS MEMORANDUM OF UNDERSTANDING is executed on 2023 at Pune

BETWEEN

by its duly authorized signatory Smt. Swati C, Joglekar, Secretary, Governing Body, DE Society, Society and Small College Campus, Pune: 411004, represented by its duly authorized signatory Smt. Swati C, Joglekar, Secretary, Governing Body, DE Society, Secretary, DE Society, Secretary, DE Society, Secretary, DE Society, Secretary by its duly authorized signatory Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society.

(which expression shall unless there be anything repugnant to the subject or contrary to the comext mean and include its present and future Trustees; their heirs. Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DE SOCIETY" for the sake of brevity) The Party of the First Part

AND

Surya Hospitals Pvt. Ltd. (SHPL), a private limited company having its Registered Office at 1317, Kasba Peth, Pune - 411011 duly represented by Dr. Jaisingh Shinde, Chairman & Managing Director, about 65 years, Occupation — Medical Practice, residing at D6, 5-ICS Colony, University Road, Pune - 411007.

(Which expression shall unless there be anything repugnant to the subject or confrarcontext mean and include its present and future directors, legal representances to exclude Administrators and permitted Assigns, herein after referred to as "SHPIS" to be only brevity) The party of the Second Part.

WHEREAS.

- a. The DE Society is a Society registered under the Societies Registration Act., 1800 so also is an educational charitable trust, under the Bombay Public This Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- h. The DE Society has established college in the name D. E. Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE").
- e. SHPL is a company incorporated and registered under companies Act. 1956 and having its main objects of establishing and running hospitals and health care facilities. SHPL is presently running Surya Sahyadri Hospital located at 1317. Kasba Peth, Pune 411 011 (hereinafter referred to as the said HOSPITAL* for the sake of brevity).
- d. The parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students up to its intake capacity, in batches each comprising of about 25 — 30 students led by its faculty members, to the said Hospital, in consideration of the said College paying an amount of Rs. 579/- (Five hundred seventy-nine Rs. only) plus applicable taxes and Rs.695/- (Rs. Six hundred ninetyfive Rs. only) per PG student/ Intern plus applicable taxes per student per month for the academic year excluding examination period & vacation to the said College, and other terms and conditions enumerated below.

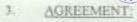
NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS UNDER-

SCOPE:

The scope of this understanding extends only to deputation of the students by sold College up to its intake capacity for all classes, for importing of practical training and examination as contemplated by the concerned syllabus for the discipline's in batches each comprising of about 25-30 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

2. DURATION:

- 2.1 The duration of this understanding shall be for a period of three academic years starting from 1st March, 2023 up to 28th February, 2026, unless renewed in writing
- 2.2 Either party can cancel or terminate this MOU, by giving 3 months' prior notice in writing to the other party. In case of dispute, the same will be referred to the Sole Arbitrator appointed under the Arbitration and Conciliation Act, 1996, by parties with mutual understanding, whose decision will be final and binding on both the parties and the arbitration proceedings shall be held at Pune.



PRINCIPAL

O. E. Society's Brillal Jint
College of Physiotherap

3.1 SHPL hereby agrees and permits the College to depute students up to its intake



capacity, in batches each comprising of about 25 — 30 students led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus.

- 3.2 The said College shall acquaint the students with the norms of discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from entering premises of the said. Hospital.
- 3.3 The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course and to hold examinations in the said Hospital, without however, disturbing the working of the said hospital.
- 3.4 The parties shall maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the register shall be verified by the faculty member leading the batches of the other hand and/or any authorized staff of the said Hospital.
- 3.5 The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.



CONSIDERATION:

In consideration of this MOU, the DE Society shall pay (and / or caused to be paid through the said College, an amount of Rs. 579/- (Five hundred seventy-nine Rs. 5nly) per UG student per month plus applicable taxes (GST) and Rs. 695/- (Rs. Six hundred ninety-five Rs. only) per PG student/ Intern plus applicable taxes (GST) when raised by hospital as workshop fees during the period of their training in the said Hospital, with yearly increase of 5%. DE Society shall be responsible for payment of applicable taxes (including service tax) under this MOU.

- 4.2 The Party of the First Part shall be entitled to send UG & PG students and interns for the training programme under this MOU. If the number of students or interns is increased, the payment shall be made on pro rate basis.
- 4.3 Limitation of time for payment.
- 4.4 It is agreed by and between the parties that after the expiry of month in which the training was imparted to the student by the said Hospital, the D. E. Society shall pay the amount to be calculated as per number of student within seven days from the date of expiry of each month. If D. E. Society fails or neglects to pay the amount to the said Hospital consecutively for three months, in such case the said Hospital will be entitled to revoke / cancel present M.O.U by sending written Letter by Registered Post A.D. to D.E. Society in this behalf.
- 4.5 It is agreed by and between the parties that the party of the first part shall make the payment to the party of the second part by NEFT/ RTGS in the concerned bank provided by the hospital.

5. OBLIGATIONS:

- 5.1 The D E Society, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the premises of the said Hospital.
- 5.2 Since the matter relates to the Academic year of the concerned students of the students. College, except in cases of gross indiscipline and misdemeaner, the said.

 Hospital shall not restrain the students deputed in terms hereof.
- 5.3 In the very nature of the sentent, the parties hereto under take to extend all necessary cooperation to each other storage the education of the students of the said College is not hampered.
- 5.4 Each Party shall be responsible for obtaining necessary statutory licenses.



permissions, etc. and for making the statutory compliance as may be applicable to it and to give effect to this Agreement and shall not hold the other party responsible for it.

- 5.5 The parties shall maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the said register shall be verified by the faculty member leading the batches of the other sand and/or any authorized staff of the said Hospital.
- 5.6 The said register shall remain in custody of the said College and on each Pertuations shall be brought to the said Hospital for verification by the parties in teach second.

6. CONFIDENTIALITY:

- For the purposes of this Agreement "Confidential Information" shall near philipports information designated in writing as confidential by each Party and or that information which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information shall also include the Software Product, including all source and object code, documentation related to such software, and the terms and pricing under this Agreement, including the data of the Parties hereunto.
- 6.2 Except as reasonably required to execute its rights under this Agreement, each Party agrees to use commercially reasonable efforts to prevent any unauthorized copying use, distribution, installation or transfer of possession of Confidential Information. At a minimum, each Party shall maintain at least the same procedures and take such care, regarding the other Party's Confidential Information that it maintains with respect to its own. The Partles hereumo shall take all reasonable steps to prevent any personnel or Authorized User from divulging any confidential information to any third party.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures
Smt. Swati C. Joglekar (duly authorized signatory of and for DE Society)	h
Dr. Jaisingh Shinde (Chairman & Managing Director, Surya Hospitals Private Limited)	Mulie

Witnesses	
Names	Signatures
Dr. Snehal Joshi, Principal, D. E. Society's Brijlal Jindal College of	ford.

BEFORE ME

MANJUSHA'S, TADAY ADVOCATE & NOTARY GOVT, OF INDIA

0 9 MAR 2023





महाराष्ट्र MAHARASHTRA

⊕ 2022 €

BX 539252



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on

Co-op Society Ltd., Pune-! I.IC. No. 2701111

BETWEEN

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DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its Office at FP No. 304. City survey No. 924. Fergusson College Campus. Pune: 411004, represented by its duly authorized signatory Smt. Swati C. Joglekar, Secretary, Governing Body. Swatety, aged about 54 years, occ. Service, Address – Fergusson College Campus, Shivajinagar, Pune – 411004.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DE SOCIETY" for the sake of brevity) The Party of the First Part

Fit2Sport - A Sports specialty Clinic founded by Dr. Ajit Mapari, consultant Sports & Exercise Medicine, having its Registered Office at a no.204, Chinar Heights, Lane Number-5, Prabhat Road, Deccan Gymkhana ,Pune,411004, contact no. +918888852578, emailinfo@fit2sport.in which expression shall unless it be repugnant to the context or meaning there of mean and include its successors and assigns (Herein after referred to as 'the Clinic; for the sake of brevity) The Party of the Second Part,

WHEREAS,

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City

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- A. The D.E. Society is a Society registered under the Society's Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The DE Society has established a college by name D.E. Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. Fit2Sport is a private clinic rendering treatment / consultancy for various sport players of all major categories from national to international levels also catering to non-surgical Musculoskeletal issues, pre and post-surgical rehab.
- D. The parties hereto agree that the said College will send students (UG, PG & Interns) to the clinic to administer physiotherapy training & treatment as required to the players and also to extend physiotherapy support for the tournaments at national & or at international levels in which the clinic players would be participating.

NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH:

SCOPE:

- The scope of this understanding extends only to deputation of UG students, interns and 1.1 M.P.T. students by D.E. Society's Brijlal Jindal College of Physiotherapy for clinical examination, training and administering treatment to the venue of clinic and or all tournaments undertaken by Fit2Sport.
- 1.2 UG students, interns and M.P.T. students can treat/train the clinic players of Fit2Sport under the supervision of the college faculty (as and when required).
- 1.3 The treatment given to the players would be non-invasive

2. DURATION:

2.1 The duration of this MoU shall be for the period from 01-02-2023 To 31-01-2026.

Both the parties carried cel or office in writing to the parties. Both the parties carried or terminate the present MoU by giving 3 months' prior

GREEMENT:

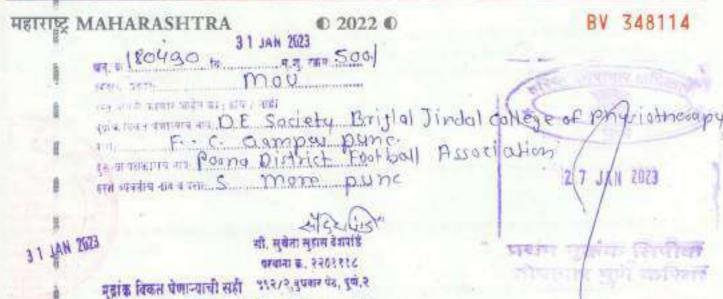
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3.1 The clinic, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said clinic & tournament venue to administer physiotherapy training & treatment as required to the clinic players at the said venue. NOTABLACTION CONSIDERATION: D.E. Society shall maintain a register of students attending a said clinic / tournament venue for recording of attendance of the students for that particular posting. The said register shall remain in custody of the said College. 4.3 There is no financial consideration to be paid by parties to this MoU. NOTARIAL OBLIGATIONS: The D E Society's Brijlal Jindal College of Physiotherapy shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of treatment of the players of the clinic at the concerned venue. NOTARIAL 52 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other to render training & treatment to the clinic players & clinical experience to the college students. The clinic shall not enter into MoU for physiotherapy service with any other colleges / institute, without taking prior permission at D.E.Society's Brijlal Jindal College of Physiotherapy, Pune ARBITRATION: The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Pune, India. witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned. Parties. Signatures 5mt. Swati C. Joglekar (duly authorized signatory of and for DE Society) adontified & Exploined Dr. Snehal Joshi, Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune. Dr. Ajit Mapari (duly authorized signal Fit2Sport) Pune-4

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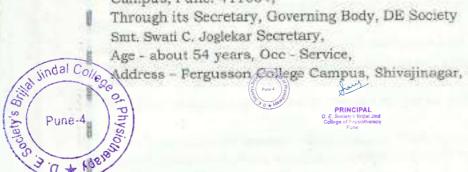


MEMORANDUM OF UNDERSTANDING

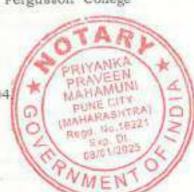
This MoU is executed here at Pune, on this 1st Day of December 2022

DECCAN EDUCATION SOCIETY, a society and an educational Public Charitable Trust, having its office at FP No. 304, City survey No. 924, Fergusson College Campus, Pune: 411004,

Address - Fergusson College Campus, Shivajinagar, Pune - 411004



न्या कारकारात्री स्थानी पुडांक खरेबी केला भारे त्याच कारमासाठी बुद्रांक सुरंदी के स्वाकान्त्र ६ महिन्तात वायरने बंधनकारक आहे.



which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns (Heremafter referred to as "DE SOCIETY" for the sake of brevity)

The Party of the First Part

AND

POONA DISTRICT FOOTBALL ASSOCIATION, a registered Public Charitable Trust registered under The Maharashtra Public Trust Act 1950 bearing registration number F-1371/Pune, having its office at 203-204, Late Sajanial Choudhary Road. Shivajinagar, Pune, 411004.

Through its Vice President

Mr. Pyarelal Chaudhary

Age - about ____years, Occ - Business,

Address -203-204, Late Sajanlal Choudhary Road, Shivajinagar, Pune, 411004.

which expression shall unless it be repugnant to the context or meaning there of mean and include its successors and assigns (Hereinafter referred to as PDFA')

The Party of the Second Part,

WHEREAS,

The D.E. Society is a Society registered under the Society's Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.

B. The DE Society has established a college by name D.E. Society's Brijlal Jindal College of Physiotherapy [hereinafter referred to as the said "COLLEGE"] with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.

PDFA is a charitable organization, dedicated to encouraging/governing football in Pune district.

D. The parties hereto agree that the said College will send students (UG, PG & Interns) to extend physiotherapy support for the football tournaments of PDFA

NOW THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH:

1. SCOPE:

- 1.1 The scope of this understanding extends only to deputation of UG students. interns and M.P.T. students (as per their availability depending on their academic schedule) by D.E. Society's Brijlal Jindal College of Physiotherapy for climical examination and administering treatment to the football tournaments of PDFA. If required, the PDFA players will be treated at college OPD at concessional rates.
- 1.2 UG students, interns and M.P.T. students can treat the PDFA players under the supervision of the college faculty (as and when required).
- 1.3 The treatment given to the players would be non-invasive
- 1.4 Collaboration for research: Data collected in these camps will be utilized by hour the purious for Jindal College for each other's comments research and analysis, while maintaining subject confidentiality. Papers generated using this data will be

he duration of this MoU shall be for 3 years viz. the period from 01-12-2022 in

0 * Not 80 11-2025.

Pune-4

2.2 Both the parties can terminate the present MoU by giving 3 months' prior notice in writing to each other.

3. AGREEMENT:

3.1 The PDFA, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said tournament venue to administer physiotherapy training & treatment as required to the PDFA players.

4. CONSIDERATION:

- 4.1 D.E. Society shall maintain a register of students attending a PDFA tournament venue for recording of attendance of the students for that particular posting. The same shall be intimated to PDFA.
- 4.2 The said register shall remain in custody of the said College.
- 4.3 The traveling, food expenses for the posted students out of Pune will be borne by the PDFA.
- 4.4 The PDFA shall provide certificates to the posted students after completion of PDFA tournaments,

5. OBLIGATIONS:

- 5.1 The said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of treatment of the players of the PDFA at the concerned venue.
- 5.2 in the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other to render training & treatment to the PDFA players.
- 5.3 The PDFA will take utmost care of discipline at tournament venue. However, College shall depute male students to tournament venue as and when possible.

6. INDEMNITY:

- 6.1 Both the parties shall indemnify other party and representatives for and against any third-party claims, actions, demands, liabilities, damages, costs and experiencement of.
- i. Breach of representation and warranties;
- ii. Non-compliance of the terms and conditions under this MOU.

7. CONFIDENTIALITY:

- 7.1 Both the parties acknowledge that during the term of MoU, they have access to and become acquainted with various confidential information used by the other parties in connection with the operations.
- 7.2 Both the parties hereby agrees that they will not disclose any of such information, directly or indirectly, or use any of them in any manner, either during the term of this MoU or at any time thereafter, except as required in the course of this engagement.

8. DISPUTE RESOLUTION:

8.1 If any question of cospute, claim or controversy shall at any time during the Term or thereafter arise between the Daties with respect to the validity, interpretation implementation or alleged material barach of any provision of this MoU or the rights or obligations of the Parties hereunder, or regarding any question including the question as to whether the termination of this MoU by either Party has been



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legitimate, then the Parties shall attempt to settle such dispute amicably between them.

- 8.2 In the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration of the sole arbitrator appointed jointly by the parties. The provisions of the Arbitration and Conciliation Act, 1996, or any enactment, modification or re-enactment thermal shall govern such arbitration. The award of the arbitrator shall be final, conclusive and binding on the parties.
- 8.3 The place of arbitration shall be Pune and the language to be used in the arbitral proceedings shall be English/Marathi. The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act 1996 and by the laws of India.
- 8.4 The arbitrator's fee shall be borne equally by the parties. Subject to Clause above, the courts at Pune, Maharashtra alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this MoU.

9.1 Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party.

If to the party of the First Part:

Principal

9. NOTICES:

D.E. Society's Brijlal Jindal College of Physiotherapy Address - Fergusson College Campus, Shivajinagar, Pune - 411004

If to the party of the Second Part:

Secretary

Address - 203-204, Late Sajanlal Choudhary Road, Shiyajinagar, Pune, 41 1004.

Any party hereto may change its address for purposes of this paragraph by written notice to the other party.

10. MODIFICATION OR AMENDMENT:

- 10.1 No amendment, change or modification of this Agreement shall be valid united in writing signed by the parties hereto.
- 10.2 This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

11. COUNTERPART:

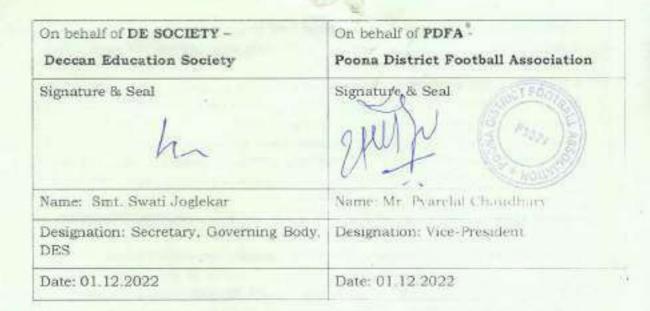
11.1 That this agreement will be executed in true copy, and the original shall be retained by party of the First part i.e. DE Society and the true copy of the agreement shall be retained by party of the Second part i.e. PDFA.

12. SEVERABILITY:

Solindal Control of the any time any term or provision in this Agreement shall be held to be illegal and the conference of the succession of provision of shall to that extent be deemed not to form part of this Pune-Agreement, but the enforceability of the same of this Agreement shall not be allowed.

the witness whereof, the parties hereto have signed and executed this is the morandom of understanding on the date hereinbefore first mentioned.

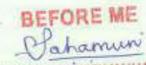




Witnesses	Signatures
Dr. Snehal Joshi,	6 1
Principal, D.E. Society's Brijlal	horn)
Jindal College of Physiotherapy,	9/
Pune	



AT SR. NO. 64 12 023 DATE 28 FEB 2023



PRIYANKA PRAVEEN MAHAMUNI NOTARY GOVT. OF INDIA DIST. PUNE (MANARASHTRA) Regd. Ho. 16221 Exp. Dt. 88/41/2923





PRIYANKA PRAVEEN MAHAMUNI

NOTARY, GOYT OF INDIA

Residential Add.-238, Budhwar Peth, Bhat Wada, Babugonu Chowk, Near Tulshi Boug.

PUNE-411002

Mab. No.8485153091, 8275798400







की बादाक स्यान 1890 1950

मुमादामु. १९१२ (१०० पानी ३० पुस्तके) १२ ०१

आरोग्व/अन्न परवाना

पुणे महानगरपालिका PUNE MUNICIPAL CORPORATION

्रीसन १९४९ च्या दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्टच्या करूम ५ अन्वये दिखेले रजिरद्रेशन सर्टिफिकेट

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

(नियम ५ अन्वये) (Under Rule 5)

љчіњ No. : №0 2760 दि वॉन्वे नर्सिंग होम्स रजिस्ट्रेशन ॲक्ट, ३९४९ अन्वये थी. / श्रीमेर यांचे त्राला माश्रीकाल समितिकार छाउँ आमेरा येथील नर्सिंग होम / मॅटर्निटी होम रजिस्टर बेले असून सदरचे नर्सिंग होम च मॅक्सिटी होम चालविष्णासु परवाना रोगवान वेल (पार्ट This is to certify that Shri / Shrimati Adam 14/33/2, (12300), has been registered under the Bombay Nursing Homes Registration Act, 1949 in respect of 401-08 situated at . and has been authorised to carry on the said Nursing Home. रजिस्ट्रेशन क. LCBP-DSDC-D172 & प्रस्तीसाठी 26 कॉटस Registration No. Maternity Cots रिनित्रेशन दि. १६७ ०९ ०८ ८ ८०८ १ इतर रुग्णांसाठी कॉटस Date of Registration 34 . D3 . 20 & Other Nursing Patients Cots (1901 346d) didirect ठिकाण Place : सर्टिफिकेट दिल्याचा दिनांक Date of issue of Certificate : सदरवे सर्टिफिकेट दिनांक ३९ मार्च 🕹 🗘 😾 पर्यंत कार्यवाहीत सहील. This Certificate shall be valid up to 31st March

बहारथक आरोबत अधिका**नी** पूरो महानगरपासिका

आरोप्याके पूर्ण महानगरपालिका. Medical Office of भूजीती, Place Municipal Corporation. आरोग्य अधिकारी

पुणे महानगरपालिका







निरम् १४०६) (२०४१ प्रत् भुमादाम्, ४७८ (१०० पानी ३ पुस्तके) ४-२१ पुणे महानगरपालिका 3113 PUNE MUNICIPAL CORPORATION सेन १९४९ च्या दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्टच्या कलम ५ अन्वये दिलेले रजिस्टेशन सर्टिफिकेट Certificate of Registration under section 5 of the Bombay Nursing Homes Registration Act, 1949 (नियम ५ अन्वयं) (Under Rule 5) क्रमाक No.: दि. बॉम्बे नर्सिंग होम्स रविस्ट्रेशन अंकर, १९४९ अन्यये श्री श्रीमती महाभित्र हैं स्वीहर्म C CED) गेथील नर्सिंग होम / मॅटर्निटी होम रजिस्टर केले असून सदरचे नर्सिंग होम व मॅटर्निटी होम चालविज्यार परवाना देण्यात येत आहे. This is to certify that Shri. / Shrimati & . 4 . 4 . 4 . 4 . 4 . 5 has been registered under the 401-09 Bombay Nursing Homes Registration Act, 1949 in respect of situated at and has been authorised to carry on the said Nursing Home. रजिस्ट्रेशन क. LCBP-0607-00346 प्रस्तीसाठी काटर Registration No.: 01.04.2022 Maternity Cots इतर रुग्णांसाठी काटर Date of Registration: 31 03 2025 Other Nursing Patients Cots रिकाण Place : भुष्ठ। सर्टिफिकेट दिल्याचा दिनांक Date of issue of Certificate पर्यंत कार्यवाहीत एहील. L'apol Miner want KA a sindal C This Certificate shall be valid up to 31 st March Pugar के इसे अधिकारी, पूर्ण महानगरपालिका. धकारी, पणे महानगरपालिका. et: Med et Soler of Pleath, Pune Municipal Corporation. Medical Officer of Health, Pure Municipal Corporation हृद्ध निकोजन शर्भकाया नगराहा सस्वकात । बागस्य राजान गण्य हाला तर नास्कात । केंद्रसार क्षांनाम एया कुल न, न, पा, आणि । इर्ब , १ - एट्टो श्रार्थेक्टर बॉफ हेल्थ वांना। १०० स्ट्रांस न साम्बन्सम् बाहे.

वारीम्य धगुक







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मुमादाम्, १५१२ (१०० पामी ३० पुस्तके) १२-४९

जारोग्य अन्त परवाना

पणे महानगरपालिका PUNE MUNICIPAL CORPORATION

सन १९४९ च्या दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲवटच्या कडम ५ अन्वये दिछेछे रजिस्ट्रेशन सर्टिफिकेट

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

(नियम ५ अन्वये) (Under Rule 5)

зентов No. : No. 2759

वि बॉम्वे नर्सिंग होम्स राजिम्ह्रेशन अंबर, १९४९ अध्वये हो. / श्रीमती कि. धा. दि वे क ८ पांचे कोका मिश्र CABAKHAD पंचीत गर्सिंग होम / मॅटर्निटी होम रिजन्टर केले असून संदर्भ नॉर्सिंग होम व मॅटर्निटी बीम चाव्हिंग हेण्यान रोत आहे.

This is to certify that Shri / Shrimati Mid no 40-30 600 200 Rion (1), Ola mill, While 215, has been registered under the Bombay Nursing Homes Registration Act, 1949 in respect of 1000 rt 1514 Kott HI situated at LOTE OV

and has been authorised to carry on the said Nursing Home.

र्गमदेशन क. LCBP-0506 · 01150 प्रसृतीसाठी Registration No. 09, 11-2004

Cots

Date of Registration 33:03. 2028 Other Nursing Patients

efeliable ferorer ferris Date of issue of Certificate: 14.39/03/29 सदरचे मर्टिफेडेट दिनोंक ३१ मार्च 💐 🔾 पर्यंत कार्यवाहीत राहीत.

This Ceruficate shall be valid up to 31st March

Medical Officer of Health, Pure funicipal Corporation.

पूर्व महत्त्व हार क्षेत्र

Sindal College



मुमादामु १५१२ (१०० पानी ३० पुस्तके) १२०९

आरोग्य/अन्न प्रवाना

पुणे महानगरपालिका PUNE MUNICIPAL CORPORATION

नि १९४९ च्या दि घॉम्चे असिंग होम्स रजिस्ट्रेशन ॲक्टच्या कलम ५ अन्बये दिलेले रोजस्ट्रेशन हार्टिफिकेट

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

(नियम ५ अन्वये) (Under Rule 5)

क्रमाक No. NO 2839

दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्ट, १९४९ अन्यये श्री निर्धापती परिवर्ग १९४९ अन्यये श्री निर्धापती वावे न्युरि हीस्पीटक्स मानिने चे. येथील नर्सिंग होम / मॅटर्निटी होम रजिस्टर केले असून सदरचे नर्सिंग होम स मॅटर्निटी होम हालविण्डास परवाना देण्यात चेत आहे.

This is to certify that Shri / Shrimati 40. 4 9396, ODER 1 106,

......... has been registered under the

situated at

and has been authorised to carry on the said Nursing Home.

रजिस्ट्रेशन क. LCBP-0.506-01534 प्रसृतीसाठी 98 कॉटस Registration No. 23, 09, 1985. Maternity Cots रजिस्ट्रेशन दि. दि. ०९.०४. २०२९ 46 इतर रुग्णासाठी कॉटस Date of Registration 39.03. 2028 Other Nursing Patients Cots ठिकाण Place : (1901 (100)रित्मर बेडस करिर

सर्टिफिकेट दिल्पाची दिनांक Date of issue of Certificate .

सदरचे सर्टिफिकेट दिनाक ३१ मार्च <u>२०२४</u> प्रयंत कार्यवाहीत राहील.

This Certificate shall be valid up to 31st March

(डॉ. मॉस्प्र विनोद नाईक) अहारपट से में जारिकारी

Pune-4

पुणे, महानगूरपालिका Medical Officer of Higalith, Pune प आरोग्य आधिकारी Municipal Corporation.

पूर्ण महानगरपालिका

665A, Shastri Nasar, Near MSEB Office Venned



Scanned with CamScanner

पुर्णेश्वयः ४७६ (१०० वानी १० प्रसाके) ७-२२

पुणे महानगरपालिका PUNE MUNICIPAL CORPORATION

म्सन १९४९ च्या दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्टच्या कलम ५ अन्वये दिलेले रजिस्ट्रेशन सर्टिफिकेट

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

(नियम ५ अन्वये) (Under Rule 5)

3326

क्रमांक No.:

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यांचे शेर स्थान्वंद रामलाश्र न्	ध्यिक आर्य	विदिक द्वांट्वी	126]
Lolz, राम्ना पेठ, देदम स्रात्ट शासी असून सदरवे नर्सिंग होम व मॅटर्निटी होम चालविण्य	, प्रत्यूथील नर्सिंग होम	/ मॅटर्निटी होम र	जिस्टर के फ
		ык, 9 01- 7	7
This is to certify that Shri. / Shrimati			
has been registered under the Bombay Numin	a Homos Desistanti		
has been registered under the Bornbay Nursin	ng Homes Registrati		

and has been authorised to carry on the said	Nursina Home.		
The Party of	प्रसूतीसाठी	60	
Registration No.: LCBP-1013-0421	Maternity	820	कॉटर Cots
रजिस्ट्रेशन दि.: ०१-०५- २०२३	इतर रुग्णांसाठी	982	कॉटस
Date of Registration: 31-03-2026	Other Nursing Pati	ents	Cots
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सर्टिफिकेट दिल्याचा दिनांक Date of issue of Certi		0	
साटाफकट दिल्याचा दिनाक Date of issue of Certi सदरचे सर्टिफिकेट दिनांक ३१ मार्च २०२६ This Certificate shall be valid up to 31 st March	.पर्यंत कार्यवाहीत राही	el:	

सहाय्यक आरोग्य अधिकारी, पुणे महानगरपालिका. Asstt. Medical Officer of Health, Pune Municipal Corporation.

आरोग्य अधिकारी, पुणे भहानगरपालिका Medical Officer of Health, Pune Municipal Corporation



