



MAHAVIR ENTERPRICES

Start: May 2023

Completion: May 2024





महाराष्ट्र MAHARASHTRA

2022

BW 339810

22 MAY 2023

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दस्तावा प्रकार:- MOU

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे उपांग PRINCIPAL

मुद्रांक विकत घेणाऱ्याचे नांव D E. Society's Brijlal Jindal

पत्ता College of Physiotherapy

मुद्रांक पक्षधारणेचे नांव Pune-4

दस्तावा पक्षधारणेचे नांव mehavir Enterprises

दस्तावा व्यक्तीचे नांव- Smt. Gayatri Pandharkar



संजय रमणाय चौधरी

धरबागा क. २२-११/४

२८४, कलका गेट, पुणे-४१

मुद्रांक विकत घेणाऱ्याची सही

पुढील काळामाती पदांनी मुद्रांक खरेदी केला त्याने त्याचे कोषागारातील मुद्रांक खरेदी केलेल्यामुळे व नविन्यात वापरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the ___ day of _____

BETWEEN

Deccan Education Society's Brijlal Jindal College of Physiotherapy, Fergusson College Campus, Deccan Gymkhana, Pune, Maharashtra 411004, the First Party represented herein by Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 54 years, occ: Service, Address - Fergusson College Campus, Shivajinagar, Pune - 411004 First Party, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns.

Address – Fergusson College Campus, Shivajinagar, Pune – 411004 **First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

AND

Mahavir Enterprises, D 301, Magarpatta City , Hadapsar, Pune – 421042 the Second Party, and represented herein by Mr. Salil Jain, Proprietor (Contact No. 9371010925) (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a renowned institution located in Pune offering comprehensive and cutting-edge education in the field of physiotherapy:
Deccan Education Society's Brijlal Jindal College of Physiotherapy, Pune
- B) Established with a vision to foster excellence in physiotherapy education, research, and clinical practice, BJCP has been providing top-quality education to aspiring physiotherapists for over a decade.
- C) Second Party is Mahavir Enterprises
- D) Mahavir Enterprises is a leading business enterprise located in Pune, specializing in manufacturing and distribution of orthotics and prosthetics products and services and is a trusted and reliable provider of high-quality orthotic and prosthetic products.
- E) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- F) The Parties intent to promote mutual understanding, cooperation, and coordination in the areas of education, research, and professional development related to physiotherapy and prosthetics/orthotics.
- G) Both Parties desire to sign this MOU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION


- 1.1 Both Parties are united by common interests and objectives, and they shall establish

channels of communication and co-operation that will promote and advance respective operations within the **Institution** and its related wings. The Parties shall each other informed of potential opportunities that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant MoUs, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 **Cooperation for Student Benefit:** The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge. Both Parties will collaborate to develop and implement joint educational and training programs, workshops, seminars, and other educational activities for students, faculty, and professionals in the field of physiotherapy and prosthetics/orthotics.
- 2.2 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs.
- 2.3 **Foot Specialty Clinic:** Both parties will collaborate to set up a Foot Specialty Clinic as follows –
 - 2.3.1. First party shall be responsible to provide appropriate space that is accessible to the needs of the target, appropriate furniture and peripherals for supporting consulting of patients and day to day conduct of operations of such a facility, and maintenance necessary for the upkeep of the facility.

- 
- 2.3.2. The Second Party shall provide equipment and expertise for the practical training and skill development of physiotherapy students, under the supervision of qualified professionals and also the consulting of patients.
 - 2.3.3. The second party shall be responsible for billing to patients, and will share 10% of the bill amount with the first party at month end, in a transparent and fair manner.
 - 2.3.4. Second party will submit monthly reports of the activities of the Foot Clinic as per the institutional requirement of the First Party, in a format which is communicated to the Second Party at the beginning of the activities of the Foot Clinic.
 - 2.3.5. Both parties will communicate regularly to discuss all matters of relevance and make efforts towards the development of the center activities.

2.4 **Sensory Garden** - Both parties recognize the importance of creating inclusive spaces for individuals with sensory processing challenges, such as those with autism or other sensory sensitivities, to enhance their physical, mental, and emotional well-being through sensory gardens. Both parties shall jointly develop and implement a sensory garden project that integrates physiotherapy principles, prosthetics/orthotics expertise, and sensory stimulation techniques to benefit differently abled individuals, as follows –

- 2.4.1. The parties will work together to design the layout, select appropriate sensory elements, and identify suitable prosthetics/orthotics products or adaptations for the sensory garden, taking into consideration the safety, accessibility, and sensory needs of the target population.
- 2.4.2. The Second Party may provide the necessary prosthetics/orthotics products or adaptations, technical expertise, and guidance to ensure that the sensory garden meets the highest standards of quality, safety, and effectiveness.
- 2.4.3. The First shall be responsible to provide location that should be easily accessible to the target users and comply with accessibility standards.
- 2.4.4. Both parties shall work out a detailed facility creation and operational plan for the establishment and running of the sensory garden, with clearly laid down tasks, responsibilities and obligations.

2.5 **Mobility Aids:**

2.6 **Research and Development:** Both Parties shall collaborate on research projects, clinical trials, and innovation initiatives in the field of physiotherapy and prosthetics/orthotics. The parties may share resources, data, and expertise for research and innovation activities, subject to mutual consent and applicable laws and regulations. The results of joint research and innovation projects may be disseminated through publications, presentations, or other

appropriate means, with due acknowledgement to the parties involved.

- 2.7 **Professional Development:** Both Parties shall collaborate to provide professional development opportunities, training programs, and certifications for physiotherapists and professionals in the field of prosthetics/orthotics. The parties may organize joint workshops, conferences, and seminars on relevant topics to promote knowledge exchange and skill enhancement among healthcare professionals.
- 2.8 **Entrepreneurship Development:** Both parties shall make best efforts to support new ideas, startups, and aspiring entrepreneurs with knowledge and access to resources so that innovative ideas can be transformed into successful business ventures.
- 2.9 **Mentoring:** Both parties shall actively engage to facilitate and promote mentoring of students to expose students to new products and new ideas. Second Party may provide support in the form of mentorship, guidance, and expertise to physiotherapists and students associated with the First Party to enhance their professional skills and knowledge.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.11 Both parties may establish a reporting and monitoring mechanism to track the progress and outcomes of all collaborative activities.
- 2.12 The parties may agree on regular reporting intervals and reporting formats to ensure effective communication, transparency, and accountability in the collaborative partnership.
- 2.13 There is no financial commitment on the part of both parties to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 3.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 4 VALIDITY

- 4.1 This MoU will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after termination of this MoU by way of communication, correspondence etc., shall not be construed as an

extension of this MOU



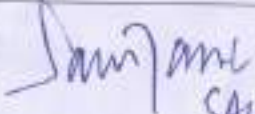
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make MoUs of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

AGREED:

Parties	Signatures
Smt. Swati C. Joglekar (duly authorized signatory of and for DE Society)	
Dr. Snehal Joshi, Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune.	
Mr. Salil Jain, Proprietor. (Duly authorized signatory of Mahavir Enterprises)	 SALIL JAIN

Name of Institution- D.E. Society's Brijlal Jindal College of Physiotherapy	Name of Industry : Mahavir Enterprises
Address: Fergusson College Campus, Pune - 411004	Address: D. 301, Magarpatta City, Hadapsar, Pune -421042
Contact Details Dr. Snehal Joshi, Principal +91 9225340940	Contact Details: Mr. Salil Jain, Proprietor , 9371010925
E-mails: principal_physiotherapy@despune.org	E-mails: Mahavir_ent@yahoo.com
Web: desphysiotherapycollege.com	Web:

24 MAY 2023

2nd MAY 2023



ATTESTED
JITENDRA J. KAMBLI
ADVOCATE & NOTARY
GOVT. OF INDIA
PUNE





VENTURE CENTRE

Start: May 2023 Completion: May 2024



[DATE]

[COMPANY NAME]

[Company address]



महाराष्ट्र MAHARASHTRA

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दस्तावा प्रकार:- MOU

दस्त नोंदणी करणार आहेत का ? होय/नाही.

निकळतीचे वर्णन PRINCIPAL

मुद्रांक विलत घेणाऱ्याचे नाव D.E. Society's Brijlal Jindal

पत्ता College of Physiotherapy

दुसऱ्या पक्षकाराचे नाव Entrepreneurial Development Cent

हस्त द्यावतीचे नाव- Swati Coglekar पत्ता- Fergusson College

मुद्रांक विलत घेणाऱ्याची सही

ज्या कारणासाठी ज्यांनी मुद्रांक दिलेले केले त्यांनी स्वतः कारणासाठी मुद्रांक

दिलेले केलेल्यामुळे हे महत्त्वाचे बांधणे संपन्नकारक आहे.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the ___ day of _____

BETWEEN

Deccan Education Society's Brijlal Jindal college of Physiotherapy, Fergusson College Campus, Deccan Gymkhana, Pune, Maharashtra 411004, the First Party represented herein by Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 54 years, occ: Service,



office: 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

AND

Entrepreneurship Development Center, an Indian Non-profit Company registered under section 8 of The Companies Act- 1956, having its registered office at 100, NCL Innovation Park, CSIR-NCL Campus, Dr. Homi Bhabha Road, Pune-411008, Maharashtra, India, hereinafter referred to as **Venture Center**, which expression shall unless repugnant to context include its successors, executors and assignees.

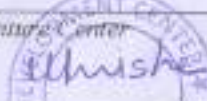
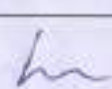
Both herein after referred to as the “Parties” collectively, or “Party” individually.

1. PREAMBLE

WHEREAS Venture Center is a non-profit technology business incubator (TBI) hosted by CSIR-National Chemical Laboratory, Pune specializing in science and technology based startups in a wide array of market sectors and scientific disciplines. Venture Center is a TBI created under a scheme of CSIR (Government of India), approved by DST-NSTEDB (MoS&T, Govt of India). Venture Center is recognized as a NIDHI-Center of Excellence by DST-NSTEDB. Venture Center is also a BIRAC (Department of Biotechnology, Govt of India) supported bio incubator that is nurturing several biotech/biomed startups and innovators. BIRAC has selected Venture Center to host the BIRAC Regional BioInnovation Center and the Center for Biopharma Analysis. Venture Center has been awarded the National Award for Technology Business Incubators from the President of India on 11 May 2016, the AABI (Asian) Incubator of the Year 2018 and National Entrepreneurship Award under the Ecosystem Builder Category 2019 and National Award for best Incubator for nurturing IP 2021-22.

WHEREAS Venture Center has formed a technology transfer hub -TechEx.in with support from the National Biopharma Mission (NBM) – an initiative of Biotechnology Industry Research Assistance Council (BIRAC) and Department of Biotechnology (Government of India), to help and assist inventors and technology developers seek formal IP protection, market their technologies, help technology developers and technology commercialization entities find each other, forge partnerships and advance the technology closer to the market in a win-win partnership.

WHEREAS D.E. Society Brijlal Jindal College of Physiotherapy has plans to strengthen its

For Venture Center 	For Institution 
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innovation promotion, IP protection and technology commercialization capabilities and has expressed an interest in engaging with partners with complementing activities and interests.

WHEREAS, given the commonality of objectives, Venture Center has agreed to make accessible its various TechEx.in services to D.E. Society Brijlal Jindal College of Physiotherapy as mentioned in Appendix 1.

Given the complementarities of their objectives and aligned interests, the Parties therefore decided to enter into a MoU to secure those objectives by mutual cooperation.

2. INTERPRETATION AND DEFINITIONS

Subject to the context hereof the following words and expressions shall be construed and interpreted so as to have the following meaning.

- 2.1 **Effective Date:** shall mean the date of signing of this agreement by both parties.
- 2.2 **Technology:** shall mean D.E. Society Brijlal Jindal College of Physiotherapy technical know how, technical knowledge and information, and/or patents and patent applications.
- 2.3 **IP:** Intellectual Property shall mean Knowhow, confidential information, Patents, trademarks, Industrial Designs and IC Layout Designs and Copyrights if any.

3. TERM OF MOU

- 3.1 This MoU shall remain in force for a period 12 months from the Effective date.
- 3.2 The term of the MoU as specified in 3.1 may be extended to such further terms as mutually decided by the parties in consultation with each other, which shall not be more than 35 months in all including the first 12 months.

4. SCOPE OF MOU

- 4.1 Venture Center agrees to partner with D.E. Society Brijlal Jindal College of Physiotherapy and D.E. Society agrees to accept VentureCenter as a partner.
- 4.2 Both Venture Center and D.E. Society Brijlal Jindal College of Physiotherapy agree to designate one nodal person from each side to coordinate and facilitate implementation of this MoU. On behalf of D.E. Society Brijlal Jindal College of Physiotherapy, Dr. Snehal Joshi will be the nodal person as point of contact. On behalf of Venture Center, Dr. Kavita Parekh will be the nodal person as point of contact. The relationship under this MoU shall be mutually non-exclusive.

4.3 Responsibilities of Venture Center

For Venture Center 	For Institution 
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4.3.1 Venture Center agrees to invite D.E. Society Brijlal Jindal College of Physiotherapy for all the open talks, seminars and events.

4.3.2 Venture Center will arrange and announce free of cost mentoring and advisory clinics open to all its Strategic Partners including the D.E. Society Brijlal Jindal College of Physiotherapy. The mentoring clinics will be held roughly once a month. D.E. Society Brijlal Jindal College of Physiotherapy will be required to signup for the above clinics and book the slots on a first come as per availability.

4.3.3 Venture Center agrees to make accessible discounted TechEx.in services (as listed in the Appendix1) to D.E. Society Brijlal Jindal College of Physiotherapy subject to a) availability, b) D.E. Society Brijlal Jindal College of Physiotherapy agreeing to all terms & conditions applicable to specific services and c) payment of applicable fees. The D.E. Society Brijlal Jindal College of Physiotherapy may or may not choose to avail of these services as per requirement and as allowed by its rules.

4.3.4 Venture Center will provide access to occasional funding support for patent filing and/ or tech transfer training announced by NBM-BIRAC as and when available.

4.4 Responsibilities of D.E. Society Brijlal Jindal College of Physiotherapy

4.4.1 D.E. Society Brijlal Jindal College of Physiotherapy shall identify a single point contact at D.E. Society Brijlal Jindal College of Physiotherapy

4.4.2 D.E. Society Brijlal Jindal College of Physiotherapy shall acknowledge and credit Venture Center (a registered Service mark of Entrepreneurship Development Center) as Innovation Management Support provided by TechEx.in, the RTTO supported by Venture Center and National Biopharma Mission wherever applicable.

4.4.3 In order to reduce any misunderstandings or duplication of work, the D.E. Society Brijlal Jindal College of Physiotherapy shall inform Venture Center of any parallel efforts by other partners'/ service providers with regards to services offered by Venture Center.

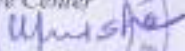
4.5 Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU.

5. CONFIDENTIALITY

5.1 Parties shall initiate discussions by sharing non-confidential information first.

5.2 Venture Center shall at all-time act with the utmost good faith and a spirit of co-operation and shall ensure that confidential information if any disclosed to it by the D.E. Society Brijlal

For Venture Center



For Institution



Jindal College of Physiotherapy will be kept confidential.

6. NON-SOLICITATION

D.E. Society Brijlal Jindal College of Physiotherapy agrees that during the period of this MoU and 6 months after that, it will not hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of Venture Center.



7. AMENDMENTS

7.1 This MoU is the sole repository of the mutually agreed covenants between the parties. The MoU may be amended by mutual consent and the amendments shall be applicable from the date of such amendments unless agreed to contrary.

7.2 Any matter not provided for in this MoU may be discussed and any agreement on such matter may be added in this MoU as addendum by reducing such agreement in writing. Any such addendum shall be deemed to be an integral part of the MoU.

8. TERMINATION

The parties have the option to withdraw from any or all areas of cooperation covered by this MoU by giving a notice of not less than 10 days in writing to the other party, informing the cause(s) for termination. However, the provisions of confidentiality shall bind both parties.

9. NOTICES

The parties establish the following contact addresses for the provision of serving notices under this MoU:

For D.E. Society Brijlal Jindal College of Physiotherapy

Name

Phone:

Email:

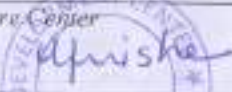

For Venture Center

COO & General Manager

Entrepreneurship Development Center

Venture Center, 100, NCL Innovation Park,

Dr. Homi Bhabha Road, Pune- 411008

For Venture Center 	For Institution 
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Email: gm@venturecenter.co.in

10. INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this MOU. This indemnity shall survive termination of this MOU.

11. RESOLUTION OF DISPUTES

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MOU or the subject matter hereof through consultation and negotiation in good faith in a spirit of mutual cooperation. Such matters will be initially addressed by the Nodal officers of each party who shall use reasonable efforts to attempt to resolve the dispute through good faith negotiations. If they fail to resolve the dispute within thirty (30) days after either party notifies the other of the dispute, then the matter will be escalated to the Directors/Heads of Organizations or their designees of each party for resolution and in the event of any persistent disagreement; the parties shall appoint neutral and otherwise qualified third party mediator. The mediator fees shall be shared equally between both parties.

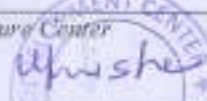
12. NO LIABILITIES

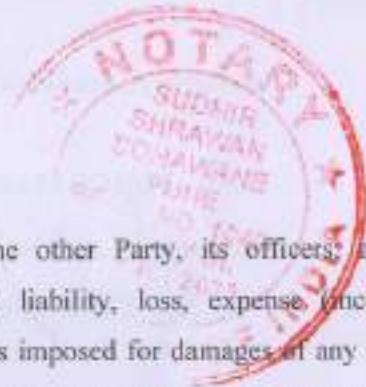
Neither party shall make a claim against or be liable to, the other party or its affiliates or agents for any damages, including (without limitation) lost profits or injury to business reputation, resulting from the continuation or abandonment of negotiations.

13. GOVERNING LAW

13.1 The validity, construction and performance of this MOU and the rights and obligations of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the Union of India applicable to contracts made and to be wholly performed within India, without giving effect to any principles of conflict of law provisions thereof.

13.2 The Parties here to unequivocally and expressly agree that any disputes or differences arising out of or in relation to this MOU, including the interpretation thereof, shall be subject to the

For Venture Center 	For Institution 
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exclusive jurisdiction of the courts of Pune only.

14. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continued beyond one month, the parties shall then mutually decide about the future course of action.

15. HEADINGS

The section headings contained in this Agreement are set forth for the convenience of the parties only, do not form a part of this Agreement and are not to be considered a part here of for the purpose of construction or interpretation hereof, or otherwise.

16. ENTIRE AGREEMENT

This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Venture Center and D.E. Society and supersedes all prior and contemporary agreements, oral or written.


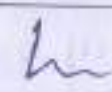
17. NO WAIVER OR ASSIGNMENT

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing. This Agreement, or any part thereof, may not be assigned or transferred without the prior written consent of the other party.

18. SEVERABILITY

If any provision hereof is held unenforceable or void, the remaining provisions shall be forced in accordance with their terms.

In witness whereof, the parties hereto have caused their authorized representatives to sign this

For Venture Center 	For Institution 
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Memorandum of Understanding on the date mentioned herein above.

For and on-behalf of Venture Center

For and on-behalf of D.E. Society

Name of signatory: Dr. Manisha Premnath

Name of signatory:- Smt. Swati

Joglekar

Designation: COO&GM

Designation:- Secretary, Governing

Body, DES

Date:- 30/05/2023

Stamp

Date

Witnesses:

Witnesses:

1. Kavita Parekh
KAVITA PAREKH

1. Snehal Joshi

2. Mrunal Tare
MRUNAL TARE

2.....

Date:

Place: Pune

For Venture Center

For Institution

Manisha

Swati

APPENDIX-1

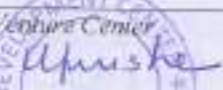
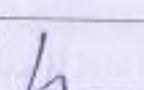
TechEx.in services relevant to D.E. Society Brijlal Jindal College of Physiotherapy and the terms under which they shall be available:

D.E. Society Brijlal Jindal College of Physiotherapy will be able to avail of services of TechEx.in at the following deep discount:

Category	Description	Discount
Strategic Partners	Applicable on all TechEx.in services	30%

List of TechEx.in services: (More information latest Term Sheet, please see <http://www.techex.in/services/>)

- Designing and drafting institutional policies for innovation management
- IP protection and data management
- Agreement structuring and drafting
- Technology marketing and lead management
- Technology transfer-deal structuring, IP valuation and contract management
- Spin off and new venture creation
- IP Analytics: reports and opinions
- Technology and IP audits and due diligence
- Awareness & training for faculties, inventors, students etc.
- Training of in-house IP/TT staff
- Any other technology and innovation management services announced by TechEx.in.

For Venture Center 	For Institution 
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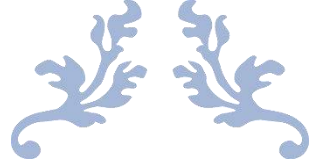




BEFORE ME

Sonawane
SUDHIR S. SONAWANE
NOTARY GOVT. OF INDIA
PUNE

19 JUN 2023



WESTERN INDIA FORGINGS PVT LTD

Start: 1st April 2023

Completion: 31st March 2026





महाराष्ट्र MAHARASHTRA

2022

BW 262963

17 MAY 2023

क्र. सं. 56583 दि. 17.05.2023 मु. नं. रकम: 500/-
रक्कमचा प्रकार: MOV.
दस्त नोंदणी करणारा आहेत का: होय / नाही
मुद्रांक दिवत घेणाऱ्याचे नाव: D. E. Society's Brijlal Jindal
पत्ता: College of Physiotherapy
Pune-4.
मुद्रांदा पध्दतानाचे नाव: Western India Forgings Pvt. Ltd.
दरमि व्यक्तीचे नाव व पत्ता: Sunil Gajmal F.C. Rd Pune



17 MAY 2023

सी. सुचेता सुहास वैजपांडे
परवाना क्र. २२०११२८

मुद्रांक दिवत घेणाऱ्याची सही ११२/२, बुधवार पेठ, पुणे, २
म्हणून बालभावासाठी म्हाणी मुद्रांक करेची कॅला आहे त्याच कारणासाठी
मुद्रांक करेची कॅलासाठी ६ महिन्यात वापरणे बंधनकारक आहे

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at
Pune, on 2023.

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 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

Western India forgings Pvt Ltd Pune nagar road sanaswadi 412208 (Here in after referred to as 'the Industry') The Party of the Second Part.

WHEREAS,

- 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. M/s Western India forgings Pvt. Ltd. is in the field of manufacturing Hot forging parts for various sectors.
- D. The parties hereto agree that the said College will send students (UG, PG & Interns) to M/s Western India forgings Pvt. Ltd. Industrial Area to advice/ guide about ergonomic and physiotherapy treatment if required to their employees.

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. SCOPE:

- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E. Society's Brijlal Jindal College of Physiotherapy for the venue of the Industry.
- 1.2 UG students, interns and M.P.T. students can treat Industry employees under the supervision of the college faculty (as and when required).
- 1.3 The treatment given to the employees would be non-invasive

2. DURATION:

1. The duration of this MoU shall be for the period from **01-04-2023 to 31-03-2026**. Both the parties can cancel or terminate the present MoU by giving 3 months' prior notice in writing to each other.



3. **AGREEMENT:**

3.1 The Industry, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said WIFPL Area to administer physiotherapy treatment as required to the Industry employees.

4. **CONSIDERATION:**

4.1 D.E. Society shall maintain a register of students attending the said Industry for recording of attendance of the students for that particular posting.

4.2 The said register shall remain in custody of the said College.

4.3 Transport To and Fro to be arranged by college.

4.4 The WIFPL will conform the date by mutual discussions and final approval will be confirmed through mail.

5. **OBLIGATIONS:**

5.1 The said College shall be fully responsible for maintenance of discipline, directives, decoram and good behavior of and by the students and any other liability on the day of treatment of the Industry employees.

5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other to render treatment to the Industry employees.

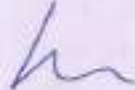


5.3 The Industry shall not enter into MoU for physiotherapy service with any other colleges without taking prior permission of D.E. Society's Brijlal Jindal College of Physiotherapy.

6. **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.



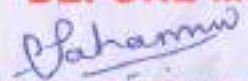
In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures
Smt. Swati C. Joglekar (duly authorized signatory of and for DE Society)	
Dr. Snehal Joshi, Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune.	
Mr. Arun Soman, Head HR & Admin. (Duly authorized signatory of M/s Western India Forgings Pvt. Ltd.)	



NOTED AND REGISTERED
AT SR. NO. 219/2023
DATE 10 JUL 2023

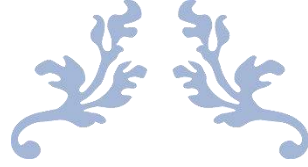
BEFORE ME



PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 08/01/2025



PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add. -
238, Budhwar Peth, Bhat Wada,
Babugenu Chowk, Near Tuishi Baug,
PUNE-411002.
Mob. No. 5485853091, 8275796400



SEVA AROGYA FOUNDATION

Start: 1st March 2023

Completion: 31st December 2025





महाराष्ट्र MAHARASHTRA

© 2022 ©

BV 348115

31 JAN 2023

क्र. प्र. (18049) र. प. ग. क्रम 500

व्यक्तता प्रकार: mou

इस न्यायिक करार अर्थात् का. काय / दावा

मुद्रांक विकत घेणान्याची नाव: De Society Brijlal Jindal college of physiotherapy

पत्त: F. C campus pune

मुसन्दा पराकाराचे नाव: Seva Atanya Foundation 27 JAN 2023

इसके व्यक्तीचे नाव व पत्त: S. mare pune



प्रथम मुद्रांक लिपीक
जोषागार पुणे करिला

31 JAN 2023

सौ. सुचेता सुहास रेड्डी
परवाना क्र. २२०१११८

मुद्रांक विकत घेणान्याची सही ५९२/२, बुधवार पेठ, पुणे, २

या कारणासाठी श्यांजी मुद्रांक खांदी वेन्च्युअर प्रा. लि. यांचे कारणासाठी

मुद्रांक खांदी वेन्च्युअर ६ एमिन्सिआत वाडरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on 1st day of January 2023.

BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Smt. Swati C. Joglekar Secretary, Governing Body, DE Society, aged about 56 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**

AND

SEVA AROGYA FOUNDATION a company incorporated under the section 8 of the Company law, CIN -U74990PN2016NPL158817 having its Registered Office at,104, Navprabhat Co-op Hsg Soc, 685, Budhvar Peth, Pune 411002 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 Foundation') **The Party of the Second Part.**

WHEREAS,

- A. The D.E. 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.
- 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. **SEVA AROGYA FOUNDATION, Pune** is not for profit company working for cause of enhancing health of deprived members of Vastis (Slum Areas) & adopted villages with its registered office at Navprabhat Co-op Hsg Soc. 685, Budhvar Peth, Pune 411002, referred to as the said "SAF" for the seek of brevity
- D. The parties hereto agree that the said College is permitted to send students (UG, PG & Interns) to the venue of **Vastis & adopted villages** i.e. mobile physiotherapy unit of SAF, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. **SCOPE:**

- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.Th. students by D.E. Society's Brijlal Jindal College of Physiotherapy for clinical examination and administering treatment to the venue of **vasti & adopted villages** of SAF.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / clients of various **vastis & adopted villages** of SAF under the supervision of the college faculty (as and when required).
- 1.3 The treatment given to the Stake holders would be non-invasive
- 1.4 Collaboration for research: - Data collected in these camps will be utilized by both the parties for research and analysis, while maintaining subject confidentiality. Papers generated using this data will be sent for each other's comments.

2. **DURATION:**

- 2.1 The duration of this MoU shall be for the period from **01-01-2023 To 31-12-2025**,
- 2.2 Both the parties can cancel or terminate the present MoU by giving 3 months' prior notice in writing to each other.

3. **AGREEMENT:**

- 3.1 SAF, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said **SAF vasti / adopted villages** for participating in the evaluations & administering treatments to the stake holders at the said venue.

4. **CONSIDERATION:**

- 4.1 D.E. Society shall maintain a register of students attending a said SAF venue for recording of attendance of the students for that particular **vasti / adopted villages**
- 4.2 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.

5. **OBLIGATIONS:**

- 5.1 The D E Society and 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 stakeholders of SAF 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, on the day of evaluation & treatment of the stakeholders so that evaluation & treatment of stakeholders is not hampered.
- 5.3 SAF shall not enter into MoU for physiotherapy service with any other colleges / institute, without taking prior permission at DES.
- 5.4 **DISCLAIMER:**
It may be noted that SAF & College is merely a facilitator in this program and SAF & College is in no way responsible for any mishaps, problems, complications, medical or any other, resulting from the evaluation & treatment of stakeholders. It is also understood that stakeholders will be responsible for the performance of their exercises.
- 5.5 Written consent of stakeholders will taken by SAF prior to starting evaluation & treatment.

6. **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.

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 D.E Society)	
Dr. Snehal S. Joshi(PT), Principal (D.E. Society's Brijlal Jindal College of Physiotherapy, Pune)	
Shri Pradeep Kunte. (Director, Seva Arogya Foundation, Pune)	
Shri. Sanjeev Bendre (Director, Seva Arogya Foundation, Pune)	

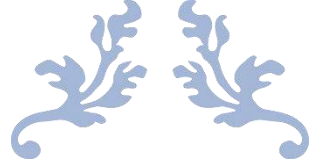


NOTED AND REGISTERED
AT SR. NO. 6512023
DATE 28 FEB 2023

BEFORE ME

PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 08/01/2025

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add -
238, Sudhar Path, Bhat Wada,
Babugenu Chowk, Near Tulshi Raug,
PUNE-411002.
Mob. No. 9485853091, 9275796400



SURYA HOSPITAL

Start: 1st March 2023

Completion: 28th February 2026





महाराष्ट्र MAHARASHTRA

© 2022 ©

BV 348116

31 JAN 2023
बन्. क. Royal दि. 30/1 म. ज. नं. 500
इकाई: म. 00
इसमें कांस्टी डरवाय अर्हत का: पुणे / महाराष्ट्र
मुद्रांक विक्रम घेणान्याची सहा DE Society, Brijlal Jindal college of physiotherapy
वना: P. C. campus Pune
दुसऱ्या घेणान्याची सहा Surya Hospital
इसमें कांस्टी डरवाय अर्हत का: S. more pune

31 JAN 2023

सौ. सुचेता मुद्राम वेणवाडे
परवाना क्र. 220111C

मुद्रांक विक्रम घेणान्याची सहा 11/2/2, बुधवार पेठ, पुणे, 2
महा कारणासाठी ज्याची मुद्रांक खरेदी केला जाई त्याच कारणासाठी
मुद्रांक खरेदी केण्यापासून व महिन्यात वापरणे बंधनकारक आहे.

27 JAN 2023



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed on _____ day of _____ 2023 at Pune

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 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

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 contrary to the context mean and include its present and future directors, legal representatives, Executors, Administrators and permitted Assigns, herein after referred to as "SHPL" for the sake of brevity) The party of the Second Part.

WHEREAS,

- a. The DE Society is a Society registered under the Societies Registration Act, 1860 so also is an educational charitable trust, under the Bombay Public Trusts Act, 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- b. 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").
- c. 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 ninety-five 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 WITNESSETH AS UNDER:

1. SCOPE:

The scope of this understanding extends only to deputation of the students by said College up to its 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.

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.

3. AGREEMENT:

- 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 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.
- 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. only) 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 rata 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 said College, except in cases of gross indiscipline and misdemeanor, 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.
- 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 hand 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 Deputation shall be brought to the said Hospital for verification by the parties in terms hereof.


6. CONFIDENTIALITY:

6.1 For the purposes of this Agreement "Confidential Information" shall mean all 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 Parties hereunto 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)	
Dr. Jaisingh Shinde (Chairman & Managing Director, Surya Hospitals Private Limited)	

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

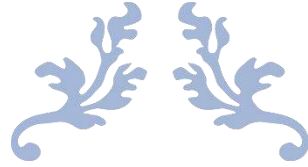
BEFORE ME

Ms. S. S. S. S.

**MANJUSHA'S. TADAY
ADVOCATE & NOTARY
GOVT. OF INDIA**

09 MAR 2023





MKSSS INSTITUTE OF ACUTHERAPY

Start: 1st January 2023

Completion: 31st December 2025





महाराष्ट्र MAHARASHTRA

© 2022 ©

BX 328097

ज्या कायलाही ज्याने मुद्रांक घेतला, त्याला त्याच्या संपत्तीसह या मुद्रांकाचा वापर करता येईल.

सो इत्यादी व महिमापत्रक आद्य बाबत घडामोडी आहे

संस्थापक/अनुष्ठेय क्रमांक : Agreement

सक्त मोहणी कन्यास आहे का? : -----

मोहणी कन्यास असल्यास दुय्यम निबंधक क्रमांक/घाटी नाव : -----

पिकावारीचे वर्ष : -----

मोहणीचा रकम : -----

मुद्रांक दिवस घेण्याची नांव व पत्ता : P.E. D.E.S. Society Pune

दुसऱ्या पिकावारीचे नाव : MKSSS

दुसऱ्या पिकावारीचे नाव व पत्ता : 500/-

मुद्रांक दुसऱ्या पिकावारीचे नाव व पत्ता : Dr. Jastap

मुद्रांक दिवस घेण्याची नांव व पत्ता : 094

मुद्रांक दिवस घेण्याची सही : -----

पहिल्या बाबत मुद्रांक दिवस घेण्याची सही/पत्ता : -----

संस्थापक/अनुष्ठेय : -----



The Pune Lawyers Consumers Co-op Society Ltd. Pune 5
LIC No. 2201111

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on this day of ----- 2023,

BETWEEN

Deccan Education Society's Brijlal Jindal College of Physiotherapy through its 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 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 "The College" for the sake of brevity) The Party of the First Part

AND

MKSSS'S Institute of Acu Therapy through its Coordinator, Mrs. Nisha Shidhaye Age: 49 yrs. Occupation : Service having its office at Shree Siddhivinayak college campus, Kusum Patki building, 2nd floor, Karvenagar, Pune: 411052 (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 "The institute" for the sake of brevity) **The Party of the Second Part**

WHEREAS, The College has decided to carry out value added course on acupressure With the help of the institute

ANDWHEREAS, Both the parties have agreed to sign the memorandum of understanding regarding the value added course of acupressure

AND THEREFORE both the parties have agreed to sign this MOU on following terms and conditions.

Terms and Conditions:

- 1) That the college shall approve the syllabus for value added course on acupressure.
- 2) That the college shall monitor the quality of the course and their certification.
- 3) That the college shall give permission and add its names and logo on the certificates of the said courses.
- 4) That the institute shall provide theory and practical training about acupressure to students and faculties of the college.
- 5) That the institute shall carry out assignments, assessments and evaluation of the registered students.
- 6) That the institute shall provide acupressure kit to the registered students and faculties of the college.
- 7) That, the institute shall provide certificates to the registered students and faculties of the college.
- 8) That the College will pay to the institute Rs.1800/- with 18% GST per students for 1st year, Rs.2070/- with 18% GST per students for 2nd year and Rs.2381/- with 18% GST per students for 3rd year.

9) That the period of the MoU will be 01.01.2023 to 31.12.2025.




10) That either the party terminate the MoU by giving one month's prior notice in writing to other party.

ARBITRATION:



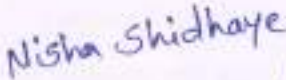
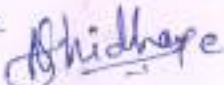
The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and 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.

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

Parties	Signatures
Shri. Swati C. Joglekar (duly authorized signatory of and for D E Society)	
Smt. Snehal S. Joshi, Principal (D.E. Society's Brijlal Jindal College of Physiotherapy, Pune)	
Mrs. Nisha Shidhaye, Coordinator, (MKSSS'S, Institute of Acu Therapy, Pune)	

Pune:
Date:

For and on behalf of first party

For and on behalf of Second

party.

Witness No.1

Name: Nilam Prashant Nikam

Address: _____

Sign: 

**NOTED AND REGISTERED
AT SR. NO. 113/2023
DATE 10 APR 2023**

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add.-
238, Budhwar Peth, Shat Wada,
Babugosa Chowk, Near Tulshi Baug,
PUNE-411002.
Mob. No. 0485853091, 8275798409

Witness No.2

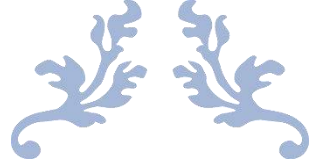
Name: Smt. Radhika Nikhil Apte

Address: _____

Sign: 

NOTARY
PRIYANKA PRAVEEN MAHAMUNI
PUNE CITY
(MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 06/01/2025
GOVERNMENT OF INDIA





PDFA PUNE

Start: 1st December 2022

Completion: 30st November 2025





महाराष्ट्र MAHARASHTRA

2022

BV 348114

31 JAN 2023
क्र. सं. 180490 क्र. म. नं. रकम 500/-
प्राप्तकर्ता: MAU

पुस्तक विक्रेता संस्था: D.E. Society, Briglal Jindal College of Physiotherapy
पता: F. C. Campus Pune.
पुस्तक विक्रेता संस्था: Poona District Football Association
पुस्तक विक्रेता संस्था: S. more pune

31 JAN 2023

सौ. सुचेता सुहास वेजपांडे
पत्तना क्र. 2205116

पुस्तक विक्रेता संस्थाची सही १९२/२, बुधवार पेठ, पुणे, २
पदा: कार्यासाठी ज्याची पुस्तक विक्रेता संस्था आहे त्याच कार्यासाठी
पुस्तक विक्रेता संस्थाचे अधिकार व अधिकार वापरणे बंधनकारक आहे.

प्रमाण पुस्तक विक्रेता
सोपानाने पुणे कार्यासाठी

MEMORANDUM OF UNDERSTANDING

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

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,

Through its Secretary, Governing Body, DE Society

Smt. Swati C. Joglekar Secretary,

Age - 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 (Hereinafter 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 P-1371/Pune, having its office at 203-204, Late Sajanlal 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,

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. 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 WITNESSETH:

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 clinical 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 both the parties for research and analysis, while maintaining subject confidentiality. Papers generated using this data will be sent for each other's comments.

2. TERM & TERMINATION:

2.1 The duration of this MoU shall be for 3 years viz. the period from 01-12-2022 to 30-11-2025.



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 expenses incurred on account 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 dispute, claim or controversy shall at any time during the Term or thereafter arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach 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



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 thereof 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. NOTICES:

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
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, Shivajinagar, Pune, 411004.

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 unless 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:


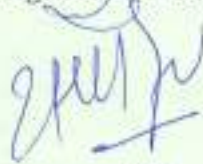

11.1 That this agreement will be executed in true copy, and the original shall be retained by party of the First part i.e. DE Society and the true copy of the agreement shall be retained by party of the Second part i.e. PDFA.

12. SEVERABILITY:

12.1 If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

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



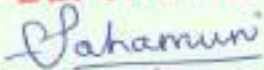
On behalf of DE SOCIETY - Deccan Education Society	On behalf of PDFA - Poona District Football Association
Signature & Seal 	Signature & Seal  
Name: Smt. Swati Joglekar	Name: Mr. Pyarelal Chaudhary
Designation: Secretary, Governing Body, DES	Designation: Vice-President
Date: 01.12.2022	Date: 01.12.2022

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



NOTED AND REGISTERED
AT SR. NO. 64/2023
DATE 28 FEB 2023

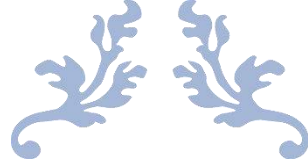
BEFORE ME



PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. 01/06/2025

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add. -
238, Budhwar Peth, Bhat Wada,
Babugenu Chowk, Near Tulshi Baug,
PUNE-411002.
Mob. No. 8485853091, 8275796400





PONARNIRMAN SOCIAL FOUNDATION

Start:1st September 2022

Completion: 31st August 2025





महाराष्ट्र MAHARASHTRA

2022

BS 008584

अनु.क्र. 88967 दि. 3 OCT 2022 मु.शु.रकम रु. 500

दस्तावा प्रकार:- MOU

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे दर्शन

मुद्रांक विकत घेणाऱ्याचे नांव Punarnirman Social Foundation

पत्ता Rhuguan - Pune 412 115

दुसऱ्या पक्षकाराचे नांव DES Byatal Jindal Collecteet physiotherapy

हस्ते व्यक्तीचे नांव Santosh more पत्ता F.C college



21 SEP 2022

प्रथम मुद्रांक लिपीय कोषागार पुणे प्रकृत

[Signature]
मुद्रांक विकत घेणाऱ्याची सही
ज्या कारणामुळे ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणामुळे मुद्रांक खरेदी केल्यामुळे & परिण्यात आपले बंधनकारक आहे.

[Signature]
संजय रंगनाथ चौधरी
परवाना नं. 2204998
908, कल्याण पेठ, पुणे-411 004

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on this day of 2022.

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 Smt. Swati C. Joglekar Secretary, Governing Body, DE Society, aged about 56 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**

AND

PUNARNIRMAN SOCIAL FOUNDATION is a Private incorporated company registered under Sub-section (2) of section 7 and Sub-section(1) of section 8 of the companies Act, 2013 (18 of 2013) and rule 18 of the companies (Incorporation) Rules, 2014, Whistelling Meadows, C BIDG, Flat No. 804, S. No. 257/1A & 257/2/2A Bhugaon, Pune- 412115 duly represented by its authorized signatory Nilesh Balvant Alate, Mobile No. 8149922488 of companies (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 **PUNARNIRMAN SOCIAL FOUNDATION** 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, 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 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. **PUNARNIRMAN SOCIAL FOUNDATION**, is not for profit company working for the cause of population ageing with its registered office at Bhugaon, Pune. Hereinafter referred to as the said "**PUNARNIRMAN SOCIAL FOUNDATION**", for the sake of brevity.
- D. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of camp organized by **PUNARNIRMAN SOCIAL FOUNDATION**, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. **SCOPE:**
 - 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.Th. students by D.E. Society's Brijlal Jindal College of Physiotherapy for conducting camps (clinical examination and administering treatment) to the venue of camp organized by **PUNARNIRMAN SOCIAL FOUNDATION**
 - 1.2 UG students, interns and M.P.T. students can treat stake holders / clients attending various camps organized by **PUNARNIRMAN SOCIAL FOUNDATION** under the supervision of the college faculty (as and when required).
 - 1.3 The treatment given to the clients/senior citizens would be non-invasive.
 - 1.4 Collaboration for research: - Data collected in these camps will be utilized by both the parties for research and analysis, while maintaining subject confidentiality. Papers generated using this data will be sent for each other's comments.
2. **DURATION:**
 - 2.1 The duration of this understanding shall be for the period from **01-09-2022 to 31-08-2025**.
 - 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 **PUNARNIRMAN SOCIAL FOUNDATION**, hereby agrees and permits the DE Society i.e. D. E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said **PUNARNIRMAN SOCIAL FOUNDATION** branch for participating in the camp to conduct evaluations & administering treatments to the beneficiaries of the said camp.

4. **CONSIDERATION:**

4.1 D.E. Society shall maintain the register of students attending the said **PUNARNIRMAN SOCIAL FOUNDATION** camp for recording of attendance of the students for that particular camp.

4.2 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.

5. **OBLIGATIONS:**

5.1 The D E Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of the camp organized by **PUNARNIRMAN SOCIAL FOUNDATION** in collaboration.

5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that conducting the camp, evaluation & treatment of the beneficiaries of the camp is not hampered.

5.3 **DISCLAIMER:**

It may be noted that **PUNARNIRMAN SOCIAL FOUNDATION** is merely a facilitator in this programme, and..... is in no way responsible for any mishaps, problems, complications, medical or any other, resulting from the conducting of these camps.

6. **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.

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

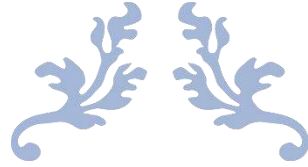
Parties	Signatures
Shri. Swati C. Joglekar (duly authorized signatory of and for D.E Society)	
Smt. Snehal S. Joshi, Principal (D.E. Society's Brijlal Jindal College of Physiotherapy, Pune)	
Shri. Nilesh Balvant Alate, authorized signatory of PUNARNIRMAN SOCIAL FOUNDATION	

Witness: -

Rajesh Baburao Rathod

Signature: - 

Date: - 17/10/2022



SOCIETY OF COMMUNITY HEALTH ORIENTED OPERATIONAL LINKS (SCHOOL)

Start: 1st September 2022

Completion: 31st Aug 2025





महाराष्ट्र MAHARASHTRA

2022

BR 015472

अनु. क्र. 66780 दि. 29 AUG 2022 मु. नं. 500

दस्तावा प्रकार:- MOU

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन Principal- DESociety's Brijlal Jindal College

मुद्रांक निकत घेणाऱ्याचे नांव F. Pral. Panshy as Phy.

पत्ता Society of Community Health oriented operational

दुसऱ्या पक्षकाराचे नांव Santosh more

हस्ते व्यक्तीचे नांव- वत्ता- Link

[Signature]

मुद्रांक विकत घेणाऱ्याची सही

जबा कारकासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारकासाठी मुद्रांक खरेदी केलेल्यामुळे हे बाहिन्यात वापरणे बंधनकारक आहे.

[Signature]
संजय रंगनाथ चौधरी
परवाना क्र. 2201998
104, कासबा पेठ, पुणे-11.



17 AUG 2022

प्रथम मुद्रांक लिपीक कोषदार पुणे करित



Memorandum of Understanding

Between

Society of Community Health Oriented Operational Links (SCHOOL)

Krish Aluminium, Opp. Bhagwati Sales, Jhansi Road No.2
Lashkar, Gwalior- 47400, Madhya Pradesh

AND

DES Brijlal Jindal College of Physiotherapy,
Shivajinagar, Pune 411 005
Concerning cooperation on

[Signature]

“Support for providing physiotherapy services to Elderly Population in slums and in Geriatric Units of Pune Municipal Corporation”

Purpose

The purpose of this Memorandum of Understanding (MOU) is to formally create a mutually beneficial working relationship between Society of Community Health Oriented Operational Links (SCHOOL) and DES Brijlal Jindal college of Physiotherapy on providing support for the physiotherapy care to the elderly population in 60 slums of Pune Municipal Corporation.’

Background

About Society of Community Health Oriented Operational Links (SCHOOL)

Society of Community Health Oriented Operational Links (SCHOOL) is a not-for-profit organization founded in the year 2007. SCHOOL works diligently with the communities to ensure development and bring about a visible impact in their lives. With a strong focus on empowerment and participation, Society of Community Health Oriented Operational Links (SCHOOL) practices the unique approach of addressing the social determinants. It consists of programs and focus areas with an end goal in sight of protecting vulnerable populations.

‘Vridha Mitra’ (earlier known as Healthy Ageing) a flagship initiative of SCHOOL focuses on building an age friendly ecosystem for the elderly population in India. The key pillars of the initiative are:

1. Improving reach by implementing community-based projects for bottom of the pyramid elderly population
2. Creating helpline, day care centers, physiotherapy clinics for providing support to elderly people.
3. Advocacy for building age-friendly cities/ localities
4. Sensitizing the younger generation on the issues of elderly people and creating inter-generational dialogue

‘Vridha Mitra’ field project in Pune works with **5400 elderly people in Pune city**, wherein the focus is on building an age friendly ecosystem for the elderly residents of slums.

About Brijlal Jindal, college of Physiotherapy, Shivajinagar, Pune

- 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”).

The concept

DES Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune & Society of Community Health Oriented Operational Links (SCHOOL) agree to enter into a working relationship where both organizations will jointly implement field activities specially to fulfill the physiotherapy needs of the elderly population in 65 slums at 10 locations/ clusters of Pune City and persons coming at ‘Geriatric Unit’ at Dalvi Hospital and Sonawane Hospital (both jointly run by SCHOOL and PMC), located at Shivajinagar and Bhavani peth respectively in Pune.

Scope of the agreement:

- Need assessment to understand the level of required efforts for physiotherapy for the elderly (aged 60 years and above) people in mutually decided slums in Pune City of Maharashtra state.
- To provide existing interns and/or undergraduate and post graduate students for providing support for physiotherapy services to the elderly based on individual care plan and ensuring appropriate referrals.
- Collaboration for research: - Data collected in these treatment sessions will be utilized by both the parties for research and analysis, while maintaining subject confidentiality. Papers generated using this data will be sent for each other’s comments.

OBLIGATIONS:

- The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behaviour of and by the students at the centre.
- In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.
- It shall be obligatory on the party of the second part to provide the necessary access & assistant to college students during the treatment session as per the decided schedule and the students will also get a practical experience adding value to their professional course and also for conducting examination of the students as and when required without hampering the functioning of the center.

Expenditures

This MOU will be treated as Non-Financial agreement

Differences in interpretation and application

Society of Community Health Oriented Operational Links (SCHOOL) & Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune will resolve any difference in interpretation and application of this working relationship through negotiation and round table discussion.

Method of Cooperation

SCHOOL agrees to work with staff of Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune to carry out the scope of work as defined above. SCHOOL will work with Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune to support in its true intent for project-specific deliverables. For each of the project in future too, clear and transparent roles and responsibilities with defined deliverables will be discussed and agreed upon by both parties.

Indemnification

Each party to this agreement shall indemnify and hold the other party harmless against any legal claims, damages, liabilities, or causes of action brought against them.

Memorandum of Understanding (MOU) Commitments

Society of Community Health Oriented Operational Links (SCHOOL) & Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune recognizes the importance of collaboration to complete a set of activities as defined in this MoU. Consequently, the Parties are hereby establishing a working relationship, for a period of three years from the date **1st September, 2022 to 31st August, 2025.**

Terms and conditions

This working relationship does not restrict Society of Community Health Oriented Operational Links (SCHOOL) or Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune from participating in similar activities or arrangements with other entities or agencies. Either Party may unilaterally withdraw at any time from this partnership by transmitting a signed written notice to that effect to the other Party. The ongoing projects will however be completed. By mutual agreement, which may be either formal or informal, each party may modify the list of intended activities set forth above, and/or determine the practical manner by which the goals, purposes and activities set forth in this MOU will be accomplished.

Society of Community Health Oriented Operational Links (SCHOOL) & Brijlal Jindal College of Physiotherapy, Shivajinagar, Pune agree that it does not expect, nor will it ever seek to compel from the other in any judicial forum, services or other thing of value from the other based upon the terms of this MOU.

Effective Date and Administration

This MOU will become effective upon signature by the Secretary, GB, Deccan Education Society, Pune and the Chief Executive Officer, Society of Community Health Oriented Operational Links (SCHOOL) or their designees. It may be modified or amended by written agreement between the parties.



Signature: *[Handwritten Signature]*

Smt. Swati C. Joglekar (duly authorized signatory of and for D.E. Society)

Date: 1-09-2022

Signature:



Dr. Benazir Patil, CEO, SCHOOL

Date:



Witnesses:

[Handwritten Signature]

Signature:

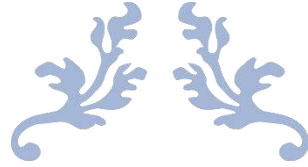
Smt. Snehal S. Joshi (Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune)

Date: 1-9-2022



BEFORE ME

[Handwritten Signature]
ADV. PRAVIN H. GOGAWALE
NOTARY GOVT. OF INDIA
PUNE
REGD.NO.16059
23 SEP 2022



CENTRE FOR ACTION RESEARCH AND EDUCATION

Start: 1st Aug 2022

Completion: 31st July 2025





महाराष्ट्र MAHARASHTRA

2022

BP 320617

अनु. क्र. 788 दि. 2 AUG 2022 पु.शु.रुप. 500

दस्तावेज प्रकार.....

दस्त नोंदणी करणार आहेत का ? होय / नाही.....

मिळकतीचे बर्षान.....
मुद्रांक विभागाचे प्रमाण्यार्ये मंत्र.....
प्रता.....

दुसऱ्या पक्षाचाचे मंत्र.....
हस्त दस्तोचे मंत्र व.....

.....
मुद्रांक विभागाचे प्रमाण्यार्ये सही

PRINCIPAL
D.E. Society's Brijal Jindal
College of Physiotherapy
Pune - 4

Centre for Nutrition Research
& Education
Sunil Karmal - Pune

.....
पुणे 411004



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on first day of

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 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 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

Centre for Action Research & Education, is also a trust, Registered under Public Charitable Trust No. Maharashtra/198-2000/Pune and has established, **Centre for Action Research & Education Off Paud Road, Pune, & Swedganga Society, Warje, Pune** duly represented by its authorized signatory **Smt. Anuradha Karkare (Mobile- 9175504504)**, (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 **Centre for Action Research & Education** 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, 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 D.E. Society has 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. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of these centre of **Centre for Action Research & Education**, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH

1. **SCOPE:**

- 1.1 The scope of this understanding extends only to depute of UG students, interns and M.P.T. students by D.E. Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of these centre under the supervision of the college faculty (as and when required).

2. **DURATION:**

- 2.1 The duration of this understanding shall be for the period from **01-08-2022 To 31-07-2025**.
- 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 **Centre for Action Research & Education**, hereby agrees and permits the party of first part i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the party of second part conduct evaluations & administer treatments to the beneficiaries of the said centre.

4. **CONSIDERATION:**

- 4.1 There is no financial consideration to be paid by either parties.



- 4.2 D.E. Society shall maintain a register of students participating in program by attending a party of second part of recording the attendance of the students for that particular centre.
- 4.3 The said register shall remain in custody of the College.

5. **OBLIGATIONS:**

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.
- 5.3 It shall be obligatory on party of the second part to provide the necessary access & assistant to college students during the treatment session as per the decided schedule and the students will also get a practical experience adding value to their professional course.

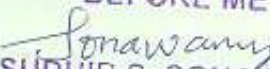
6. **ARBITRATION:**

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.

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

Parties	Signatures
Shri. Swati C. Joglekar (duly authorized signatory of and for D E Society)	
Smt. Snehal Shekhar Joshi (Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune)	
Smt. Anuradha Karkare, (Trustee) (duly authorized signatory of and for of Centre <u>for Action Research & Education</u>)	



BEFORE ME

 SUDHIR S SONAWANE
 NOTARY GOVT. OF INDIA
 PUNE

11 SEP 2022





ANANDDHAM JESHTHA NAGRIK VIRANGULA KENDRA

Start: 1st Aug 2022

Completion: 31st July 2025





महाराष्ट्र MAHARASHTRA

2022

BP 320616

अनु. क्र. ७८७९ दि. २ AUG 2022 मु. गु. रजम

दस्तावा प्रक. *men*

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे कर्ण. PRINCIPAL
 मुद्रांक प्रि. सं. देणाऱ्याचे नां. DE Society's Brijlal Jindal
 पत्ता. College of Physiotherapy
 Pune - 4

दुसऱ्या पक्षाचा नां. *17 nanddhum*
 हस्त धरणाचे नां व पत्ता. *Sunil Kajmat - Pune 4*

[Signature]

[Signature]

मुद्रांक प्रि. सं. देणाऱ्याचे नां

मुद्रांक प्रि. सं. देणाऱ्याचे नां



127 JUL 2022

प्रथम मुद्रांक लिपीचा
 प्रमाण पत्रे करिता

२०२२ सालात मुद्रांक प्रि. सं. देणाऱ्याचे नां
 मुद्रांक प्रि. सं. देणाऱ्याचे नां व पत्ता



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on first day of

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 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 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

Ananddham, is hostel & day care centre for senior citizen, Pune and has established Ananddham, Jeshtha Nagarik Virangula Kendra, 1246, Apte Road, Pune – 411004 (Hereinafter referred to as the said "**Ananddham,**" for the sake of brevity).

Ananddham, Jeshtha Nagarik Virangula Kendra ,1246, Apte Road , Pune - 411004 duly represented by its authorized signatory **Dr. Anuradha Naralkar , (Mobile- 9075036463 & Phone – 020- 25511112)** , (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 **Ananddham** for the sake of brevity)**The Party of the Second Part**

W H E R E A S,

- A. The D.E. 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.
- B. The D.E. Society has 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. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of this centre of Ananddham, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. SCOPE:

- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E. Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of these centre under the supervision of the college faculty (as and when required).

2. DURATION:

- 2.1 The duration of this understanding shall be for the period from **01-08-2022 To 31-07-2025.**
- 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 **Ananddham,** hereby agrees and permits the Party of first part i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the party of second part to conduct evaluations & administer treatments to the beneficiaries of the said centre.

4. CONSIDERATION:

- 4.1 There is no financial consideration to be paid by either parties

4.2 D.E. Society shall maintain a register of students participating in program by attending a party of second part recording the attendance of the students for that particular centre

4.3 The said register shall remain in custody of the College.

5. **OBLIGATIONS:**

5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.

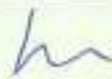


5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.

5.3 It shall be obligatory on the party of the second part to provide the necessary access & assistant to college students during the treatment session as per the decided schedule and the students will also get a practical experience adding value to their professional course.

6. **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.

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

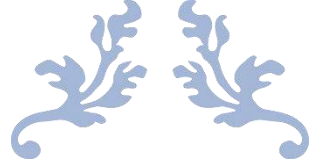
Parties	Signatures
Shri. Swati C. Joglekar (duly authorized signatory of and for D E Society)	
Smt. Snehal Shekhar Joshi (Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune)	
<u>Dr. Anuradha Narlikar,</u> <u>(Director)</u> (duly authorized signatory of and for <u>Ananddham</u> , Pune)	



BEFORE ME


ADV. PRAVIN H. GOGAWALE
NOTARY GOVT. OF INDIA
PUNE
REGD. NO. 16059

23 SEP 2021



SAHJIVAN OLD AGE HOME

Start: 1st February 2022

Completion: 31st December 2025





MAHARASHTRA

2021

BG 493658

अनु.क्र. 38002 दि. 24/1/2022 पु.शु.रकम. 500/-

दस्तावा प्रकार ०००

दस्त नोंदणी करणार जाहेत का? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याची संघ प्रिन्सिपल डी.ई. सोलायती विद्यालय, पुणे 411004

पत्ता फर्ग्युसन कॉलेज कॉम्प्लेक्स पुणे-४

दुसऱ्या पक्षधारकाचे नांव सहजीवन ऑफिस राज ठोम

हस्ते ध्यवतीचे नांव व पत्ता लताप मोरे, F.C. रोड पुणे

शुभांगी सुहास बनकार

परवाना क्र. 22019940

मुद्रांक विकत घेणाऱ्याची सही २३४४ मिळकतीकरण, पुणे व नया नगर, पुणे



19 JAN 2022
फिजोथरपी

प्रथम मुद्रांक लिपीक कोषासार पुणे करिता



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on first day of

BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 56 years, occ: Service, Address: - Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, 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**

AND

SAHJIVAN, Old Age Home, Opp. Pune Marathi Granthalay, Narayan Peth & Near Manas Lake, Bhugaon & Sutika Seva Mandir, Narayan Peth, Laxmi Road, duly represented by its authorized signatories Dr. Dileep Deodhar, Managing Trustee (Ph. 020-24334136), (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 **SAHJIVAN** 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, 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 D.E. Society has 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. **SAHJIVAN**, is also a trust, registered under Public Charitable Trust No. E-3068, Pune and has established **SAHJIVAN Vrudhashram, Narayan Peth, Pune & at Bhugaon, Pune** (Hereinafter referred to as the said "SAHJIVAN," for the sake of brevity).
- D. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of these centre of SAHJIVAN, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. **SCOPE:**
 - 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E. Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre.
 - 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of these centre under the supervision of the college faculty (as and when required).
2. **DURATION:**
 - 2.1 The duration of this understanding shall be for the period from **01-02-2022 To 31-12-2025.**
 - 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 SAHAJIVAN, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said SAHAJIVAN centre/s to conduct evaluations & administer treatments to the beneficiaries of the said centre.
4. **CONSIDERATION:**
 - 4.1 D.E. Society shall maintain a register of students attending a said SAHAJIVAN centre recording the attendance of the students for that particular centre.
 - 4.2 The said register shall remain in custody of the said College.
 - 4.3 There is no financial consideration to be paid by either parties.

5. **OBLIGATIONS:**

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.

6. **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.

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)	
Smt. Snehal Joshi Principal, D.E. Society's Brijlal Jindal College of Physiotherapy, Pune	
Dr. Dileep Deodhar, Managing Trustee (duly authorized signatory of and for SAHIVAN Centre, Pune	

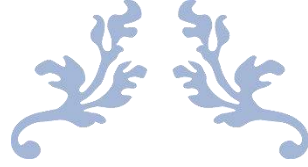


BEFORE ME

SUDHIR. S. CHAWANE
NOTARY, GOVT OF INDIA
PUNE

11 MAR 2022





INTERNATIONAL LONGEVITY CENTRE, PUNE

Start: 1st March 2022

Completion: 28th February 2025





महाराष्ट्र MAHARASHTRA

2021

BH 897119

21 FEB 2022

दि १६/२ दि २०२२

इसका प्रकार.....

दस्तावेज़ी कायदा आहत का ? होय / नाही.....

निलकाराचे कार्य.....

पुस्तक लिखाण प्रेरणांचे नांव.....

पत्ता.....

दस्तावेज़ी प्रतिलिपिचे नांव.....

हस्त लिखिते नोंद घेण्याचा पत्ता.....

PRINCIPAL

**D. E. Society & Brijlal Jindal
College of Physiotherapy,
Pune.**

International Longevity Centre India

Sunil Sajjan - Pune



16 FEB 2022

प्रथम मुद्राको लिपिका
कोषागार पुणे करिता

सी. स्वती सी. जोगलेकर
पत्तण नं. २१०१११
६५८/ए, डेकन विराखना
पुणे ४११००४

मुद्रांक विकत प्रेरणांचाचो सही

एका कायदावारी संपत्ती मूल्यांकन वी करीत करताना येणाऱ्या
मुद्रांक खरीती करणाऱ्यांसाठी मुद्रांकवत करणाऱ्या व्यक्तींना देण्यात येणारे

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on this day
of 2022.

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 Smt. Swati C. Joglekar Secretary, Governing Body, DE Society, aged about 56 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**

AND

International Longevity Centre – India is not-for profit company registered under Section 25 of the Indian Companies Act, 1956, (currently Section 8 of the Indian company Act 2013), and is working for the cause of population ageing in the fields its advocacy, Training policy, Documentation and research and duly represented by its authorized signatories Shri Jayant Y. Umranikar, Chairman/ Smt. Anjali A. Raje, Executive Director (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 **ILC-I** 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. 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 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. International Longevity Centre-India, is not for profit company working for the cause of population ageing with its registered office at CASP Bhavan, S. No. 132/2, Plot No. 3, Pashan Baner Link Road, Pune – 411021. Hereinafter referred to as the said "ILC-I", for the sake of brevity.
- D. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of camp organized by ILC-I, and other terms and conditions enumerated below:

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. **SCOPE:**
- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.Th. students by D.E. Society's Brijlal Jindal College of Physiotherapy for conducting camps (clinical examination and administering treatment) to the venue of camp organized by ILC-I
- 1.2 UG students, interns and M.P.T. students can treat stake holders / clients attending various camps organized by ILC-I under the supervision of the college faculty (as and when required).
- 1.3 The treatment given to the clients/senior citizens would be non-invasive.
- 1.4 Collaboration for research: - Data collected in these camps will be utilized by both the parties for research and analysis, while maintaining subject confidentiality. Papers generated using this data will be sent for each other's comments.
2. **DURATION:**
- 2.1 The duration of this understanding shall be for the period from **01-03-2022 TO 28-02-2025**.
- 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 ILC-I, hereby agrees and permits the DE Society i.e. D. E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said ILC-I branch for participating in the camp to conduct evaluations & administering treatments to the beneficiaries of the said camp.

4. CONSIDERATION:

4.1 D.E. Society shall maintain the register of students attending the said ILC-I camp for recording of attendance of the students for that particular camp.

4.2 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.

5. OBLIGATIONS:

5.1 The D E Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of the camp organized by ILC-I in collaboration.

5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that conducting the camp, evaluation & treatment of the beneficiaries of the camp is not hampered.



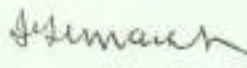

5.3 DISCLAIMER:

It may be noted that ILC-I is merely a facilitator in this programme, and ILC-I is in no way responsible for any mishaps, problems, complications, medical or any other, resulting from the conducting of these camps.

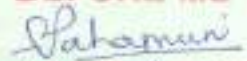
6. ARBITRATION:

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.

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

Parties	Signatures
Shri. Swati C. Joglekar (duly authorized signatory of and for D.E Society)	
Smt. Snehal S. Joshi, Principal (D.E. Society's Brijlal Jindal College of Physiotherapy, Pune)	
Shri Jayant Y. Umranikar. (duly authorized signatory of and for ILC-I Baner, Pune)	
Smt. Anjali A. R. Raje (duly authorized signatory of and for ILC-I, Pune)	

BEFORE ME

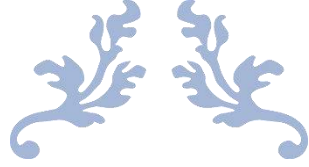


PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 09/01/2025



PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Art-1,
238, Budhwar Fort, Dhat Wada,
Baburao Chowk, Near Tarishi Baug,
PUNE-411002
Mob. No. 8465853891, 8275196400

NOTED AND REGISTERED
AT SR. NO. 91/2022
DATE 29 MAR 2022



SAHYADRI HOSPITAL

Start: 1st June 2021

Completion: 31th May 2024





महाराष्ट्र MAHARASHTRA

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BC 738265

१. या अंतर्गत न्यायिक मुद्रांक पत्रांत वारता आते त्यांची रक्कत कोरणीय आहे.

२. या मुद्रांक पत्रांत कोरणीयता आता वापर करतायका आहे.

दस्तावेजाचे/ अनुबंध क्रमांक : MOU

इतके कोरणीय करवावे असेटो का :

कोरणीय होवता अंतर्गत मुद्रांक निबंधक कार्यालयीन पत्र

प्रिन्सिपल D. E. Society's Brijlal Jindal

मुद्रांक विभाग देण्यासाठी नाव व पत्ता College of Physiotherapy

मुद्रांक देण्यासाठी नाव : २१/०३/२०२१

इतके अंतर्गत नाव व पत्ता : २१/०३/२०२१

मुद्रांक देण्यासाठी नाव : २१/०३/२०२१

मुद्रांक देण्यासाठी नाव व पत्ता : २१/०३/२०२१

मुद्रांक देण्यासाठी नाव व पत्ता : २१/०३/२०२१

सहायकाधिकार मुद्रांक देण्यासाठी नाव/पत्ता/

सहायका अधिकार

The Pune Lawyers Collective's
Co-op Society Ltd., Pune-4
LIC No.: 2261111



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed on 2021

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 WITNESSETH AS UNDER:

A. SCOPE :



The scope of this understanding extends only to deputation of the students by said college 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.



B. DURATION:

1. The duration of this understanding shall be for a period of three academic years i.e. from **01st June 2021 to 31st May 2024**, unless renewed in writing by both the parties.
2. 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, SHPL reserves the right to terminate this MOU forthwith.

C. OBLIGATIONS

(a) Obligation of SHPL :

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.
2. Provide support and facilities to the College to hold practical training in consonance with the syllabus prescribed for the Course in the premises.
3. 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 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 :

1. 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.
2. 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. 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 15 days 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.

5. 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.
7. 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.
9. 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 :

1. 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.
2. Thereafter there shall be increase at the rate of 5% in the workshop fees every year.
3. 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 Payee Cheque to be drawn in the name of " **Sahyadri Hospitals Pvt. Ltd. Sahyadri Hospitals Education Centre**"

E. **MUTUAL REPRESENTATIONS AND COVENANTS :**

1. Each party hereby covenant to the other Party that it shall perform its 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.
2. 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 .
5. 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

1. 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.



This MOU shall not be construed to be a partnership, joint venture association or employer-employee 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 :

1. 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.
2. 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 : ABRARALI DALAL

Designation : CHIEF EXECUTIVE OFFICER

(Duly authorized signatory of and for SHPL)



WITNESS

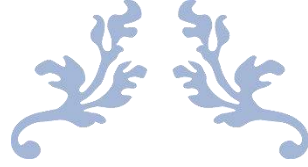
- 1) Signature :
Name : Aparna Sadhale.
Designation : Principal,
D.E.Society's Brijlal Jindal College of Physiotherapy, Pune
- 2) Signature :
Name : Anita Gune
Designation : Sr. Manager - Academics.

BEFORE ME

SUDHIR S. SONAWANE
NOTARY, GOVT. OF INDIA
PUNE

4 JUN 2021





JEHANGIR HOSPITAL

Start: 1st April 2021

Completion: 31th March 2024





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 '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 beds 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 WITNESSETH AS UNDER:

1. 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:

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

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. 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 as per its convenience.

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 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.

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.

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 ID or any change thereto, to the Hospital within 15 days of this agreement.

3.7 The said college shall ensure that the Students and the training provider will not 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.

3.8 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 fees 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.

4.2.1

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



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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 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 said College, except in cases of gross indiscipline and misdemeanor, 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.

Parties	Signatures
Smt. Swati C. Joglekar (duly authorized signatory of and for DE Society	
By Mr Vinod Sawantwadkar, CEO Jehangir Hospital Pune	
Witnesses	Signatures
Mrs. Aparna Sadhale, Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune	
Dr. Radhika Patil, HOD, Physiotherapy Dept. Jehangir Hospital	

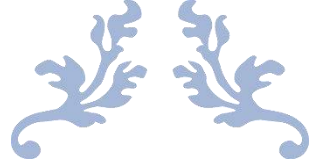


BEFORE ME

SUDHIR S. SONAWANE
NOTARY, GOVT. OF INDIA
PUNE

13 MAY 2021





DEEENANATH MANGESHKAR HOSPITAL & RESEARCH CENTRE

Start: 15th September 2020 Completion: 14th September 2023



DMH 14.9.2023



महाराष्ट्र MAHARASHTRA

2020

WU 443147

21 SEP 2020

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दस्तावेज प्रकार Principals Certificate

इस नॉन-जुडिशियल स्टॅम्पचा अर्थ काय ? होय / नाही

प्रिन्सिपलचे नाव PRINCIPAL

मुद्रांक विद्यालयाचे नाव D.E. Society's Brijal Jindal College of Physiotherapy

पत्ता Pune-4

दस्तावेज क्र. 10

इसका अर्थ काय ?

Sunil Lajmat - Secy

[Signature]
मुद्रांक विद्यालयाचे प्रिन्सिपल

[Signature]
मुद्रांक विद्यालयाचे प्रिन्सिपल



14 SEP 2020

प्रथम मुद्रांक लिपीत
मुद्रांक विद्यालय, पुणे कॅम्पस



या दस्तावेजासाठी जबाबी मुद्रांक घेणारे केला त्याच कारणासाठी
मुद्रांक जरी केलायामुळे ६ महिन्यात बांधण्यात येणारा कायदा आहे

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on this _____ day of _____ 2020.

BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, 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, Namdar Shri Gopal Krishna Gokhale, Marg,
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**

AND

Lata Mangeshkar Medical Foundation's DEENANATH MANGESHKAR HOSPITAL &
RESEARCH CENTER, Near Mhatre Bridge, Erandawane, Pune - 411004, duly represented by
its authorized signatories **Dr. Asmita Bhave, Assistant Medical Superintendent, Academics**
(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 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, 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 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
(Hereinafter 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 an 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 WITNESSETH:

1. **SCOPE:**
 - 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 15-09-2020 to 14-09-2023 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 Brijlal 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.

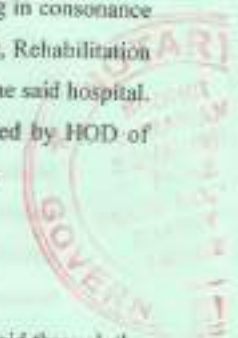
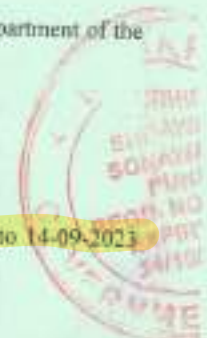
3.2 The said College shall acquaint the students with the norms, discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital.

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 by HOD of Rehabilitation Department & after seeking permission by treating consultants.

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.

4.4 **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 entitled to revoke / cancel present MoU 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.

5. **OBLIGATIONS:**

5.1 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.

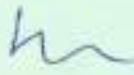
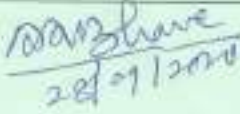

5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that the education of the students of the said College and treatment of patients of the said Hospital is not hampered.
Scope: (Patients treatment i.e. assisting the hospital therapist)

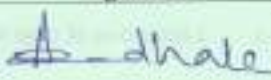
6 This MOU shall not be construed to constitute or to create a partnership or a joint venture or employer-employee relationship or any other form of association between the parties.

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 or personal misconduct. The dismissal of a participant shall not abrogate the agreement for the arrangements regarding other participants.

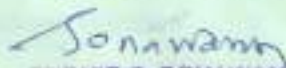
In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures
Smt. Swati C. Joglekar, Secretary GB (duly authorized signatory of and for DE Society)	
Dr. Asmita Bhawe (duly authorized signatory of and for L.M.M.F's Deenanath Mangeshkar Hospital)	 28/01/2020
Shri. Sachin Vyavahare (duly authorized signatory of and for L.M.M.F's Deenanath Mangeshkar Hospital)	

Witnesses	
Names	Signatures
Mrs. Aparna Sadhale, Principal, D. E. Society's Brijlal Jindal College of Physiotherapy, Pune.	



BEFORE ME


SUDHIR S. SONAWANE
 NOTARY, GOVT. OF INDIA
 PUNE

12 9 SEP 2020