



WHEREAS SCT has its educational institution situated at C-56A/14 & 15, Sector-62, Noida - 201309 (U.P), India.

WHEREAS, B. S. RATHORE CLINIC has represented that it has adequate expertise and skilled manpower to provide healthcare related services ("Services").

WHEREAS SCT desire to hire the services of B. S. RATHORE CLINIC on the terms & conditions hereinafter set forth, and B. S. RATHORE CLINIC is willing to provide its Services to the Institutes.

NOW THEREFORE, in consideration of the premises and the promises and covenants herein contained, the parties hereto agree as follows:

### 1. APPOINTMENT:

- 1.1 SCT hereby appoints B. S. RATHORE CLINIC to be its health care provider to extend Medical Services to its employees during the term of this Agreement as described in **Annexure-1**.
- 1.2 B. S. RATHORE CLINIC as a health care provider shall recommend specialist whenever it may require.
- 1.3 During the term of this Agreement, SCT shall notify the details of the medical services to its employees and encourage them to avail such services in the premises of SCT at the time of visits & camps.

### 2 TENURE:

- 2.1 The duration of this Agreement shall be for a period of one year i.e. from 13<sup>th</sup> May 2024 till 12<sup>th</sup> May 2025.
- 2.2 The Agreement may be extended for further period on such terms and conditions as may be mutually agreed upon in writing between the Parties.

### 3. CHARGES:

- 3.1 The Institute shall pay an amount of Rs.500/- per month i.e. (Rs.6,000/- per year) (Rupees Six Thousand Only Per Year) against Association Charges.
- 3.2 The Institute shall pay an amount of Rs.3,000/- (Rupees Three Thousand Only) per visit basis towards the medical services charges.
- 3.3 GST shall be charged extra, as applicable. TDS shall be deducted by the Institute, as per rules. GST challan shall be submitted by B. S. RATHORE CLINIC to the SCT/Institute evidencing filing of GST return.
- 3.4 Payments shall be made within thirty (30) days from the date of receipt of the approved invoices from the B. S. RATHORE CLINIC.
- 3.5 In the event, the B. S. RATHORE CLINIC does not deposit the GST amount collected/paid by the College; the College shall be at the liberty to deduct/withhold the payment of charges, to the extent of the B. S. Rathore Clinic GST amount not deposited by the B. S. RATHORE CLINIC to the concerned government authorities.

#### 4. CONFIDENTIALITY:

B. S. RATHORE CLINIC and SCT may during the term and after termination keep confidential any confidential information which the Parties may acquire in relation to the services and shall not use or disclose such information except with the consent of the other Party. The restrictions in this Clause shall not apply to any information:

- a. which is at the date of this Agreement publicly available other than through breach of this Agreement;
- b. which was known to the Parties, as evidenced by written records, prior to it receiving such confidential information;
- c. which subsequently comes lawfully into the possession of the Parties by a third party which did not require any obligation of confidentiality; or which is disclosed in accordance with the requirements of law, any Governmental authority or any binding judgment, order or requirement of any court or other competent authority.
- d. For the purpose of this Clause "confidential information" means all the information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by either of the Party to other Party before or after the date of this Agreement.

#### 5. INTELLECTUAL PROPERTY:

5.1 Each Party undertakes that it shall not use any branding, confidential information, intellectual properties (including logo, trademark etc.) of other Party in any way whatsoever whether in print or electronic format without the prior written consent of other Party in this regard. The Parties to the Agreement shall own their respective intellectual property rights. Enabling any business transaction by using Intellectual Property Rights of the other party shall not be regarded as assignment or transfer of these rights to other party. The Parties to the Agreement shall inform the other party any unauthorized, improper or misuse of the Intellectual Property Rights by any third party, which is owned by such other party.

5.2 Neither party shall remove nor destroy any copyright notices, trademarks or other proprietary markings on the services, software, documentation, marketing material or other materials related to the services.

#### 6. FORCE MAJEURE:

6.1 If either party is prevented from performing its obligation under this Agreement from causes which are beyond its reasonable control, such as fires, Acts of God or, embargoes, governmental orders or restrictions or, the Party is excused from non-performance of its obligation during the period while such cause continues to exist. Provided that any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed shall notify the other Party as soon as possible specifying:

- i. The cause and extent of such non-performance;
- ii. The date of commencement thereof, and
- iii. The means proposed to be adopted to remedy or abate the Force Majeure.

6.2 However, provided that if such cause continues to exist and prevents performance by the party of the obligation for more than thirty (30) days, the other Party may terminate this Agreement effective upon delivery to the non-performing party of written notice of such termination.

For SATYAM CHARITABLE TRUST

*Shresh Singh*  
13.05.2024  
Auth. Signatory

*Aditya*  
Dr. ADITYA RATHORE  
MBBS  
UP Reg. No.-71221

## 7. TERMINATION

7.1 Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party at its last known address with or without assigning any reason stating its intention to terminate the Agreement and the Agreement shall stand terminated after the expiry of such notice period.

7.2 Upon expiry or termination of this Agreement as detailed above herein, both the Parties shall handover to each other or its authorized personnel all the materials, data base and other documents and records pertaining to this Agreement and/or belonging to the other Party.

7.3 All payments becoming due and payable to B. S. RATHORE CLINIC as on date of termination/expiration, under the terms of this Agreement shall continue to be due and payable notwithstanding the termination/expiration of this Agreement.

## 8. NOTICE:

8.1 All notices to be given under this Agreement shall be in writing and shall be given or sent by hand, or by registered posted or recorded courier delivery to the address of the concerned as given below. The Parties shall inform the other Party immediately within 30 days of change in its address, through registered post

### In case of B. S. RATHORE CLINIC:

Dr. Aditya Rathore  
B. S. RATHORE CLINIC,  
Vandana Enclave, Khora Colony,  
Near Rajat Vihar, Sector-62, Noida  
Mobile No.+91-9015674664

### In case of SCT:

Mr. P. N. Sharma  
(Office Superintendent)  
Satyam Charitable Trust  
C-56 A / 14 & 15, Sector-62,  
Noida, Distt-G.B. Nagar (UP)  
Mobile No.+91-9958062062

## 9. GENERAL PROVISIONS:

### 9.1 SEVERABILITY:


If any term, provision or restriction of this Agreement and any Annexure is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement and such Annexure shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### 9.2 ASSIGNMENT:

Neither party may assign its rights or delegate its obligation under this Agreement to any third party without the other party's prior written consent, which shall not be unreasonably withheld

For SATYAM CHARITABLE TRUST

Shah Singh  
13.05.2024  
Auth. Signatory

  
Dr. ADITYA RATHORE  
MBBS  
UP Reg. No.-71221

### 9.3 AMENDMENT IN AGREEMENT:

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties.

### 9.4 INDEPENDENT RELATIONSHIP:

B. S. RATHORE CLINIC & SCT in the performance of this Agreement shall be and act as independent parties. No provision of this Agreement shall be deemed to constitute a partnership, joint venture or agency or employment relationship between the two Parties (or between either Party or the personnel of the other Party). Neither Party shall be entitled to assume any obligation on behalf or in the name of other Party.

### 9.5 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall alone have the jurisdiction on the terms governing this Agreement to the exclusion of all other courts situated elsewhere.

### 9.6 DISPUTE RESOLUTION & ARBITRATION:

If any dispute, differences or claim arise between the Parties in connection with this Agreement or the validity, Interpretation, implementation or alleged breach of this Agreement or anything done, omitted to be done pursuant to this Agreement, the Parties shall first endeavor to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through conciliation and negotiation within 30 days after the commencement of such conciliation or within such period mutually agreed in writing, then the Parties may refer the dispute for resolution to the sole Arbitrator to be mutually appointed by both the Parties. The Parties agree that the arbitration proceedings will be conducted at Delhi and shall be governed by the provisions of [Indian] Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force.

**IN WITNESS WHEREOF** the Parties hereto have set their respective hands to these presents on the day, the month and year first hereinabove mentioned.

**For Satyam Charitable Trust (SCT)**

For SATYAM CHARITABLE TRUST

*Shekh Singh*  
13.05.2024  
Auth. Signatory

**Authorised Signatory**

**For B. S. RATHORE CLINIC**

*Aditya*  
Dr. ADITYA RATHORE

MBBS  
UP Reg. No.-71221

**Proprietor**

**Witnesses:**

*Neetu Malhotra*  
13/5/2024

**1. Dr. Neetu Malhotra**

Address or Correspondence: -  
C-56A/14&15, Sector-62  
Noida (U.P) -201309

*Vandana Jaglan*  
13/5/2024

**2. Dr. Vandana Jaglan**

Address or Correspondence: -  
C-56A/14&15, Sector-62  
Noida (U.P) -201309

# + B. S. RATHORE CLINIC +

Dr. Aditya Rathore

M.B.B.S.

FORMERLY AT

LNJP Hospital

Sharda Hospital

Mob. : 9015674664



Vandana Enclave, Khora Colony  
Near Rajat Vihar, Sector-62, Noida

Timing : Morning 10 AM to 2 PM  
Evening 6 PM to 8.00 PM

Patient Name .....

Date 13th May 2024

Age .....

R<sub>x</sub>

To whom it may concern

This is to certify that I am associated with Satyam Charitable Trust located at C-56A/14 & 15, Sector-62 Noida (U.P) - 201309 as a health care provider to extend General Physician Services to its employees and students on visitation basis every month.

(Dr. Aditya Rathore)

[M.B.B.S.]

*Aditya*

13/05/2024.

Dr. ADITYA RATHORE

MBBS

UP Reg. No.-71221

Mob. - 9015674664.