

AGREEMENT FOR EMPANELMENT BETWEEN
ASIAN HEART INSTITUTE & RESEARCH CENTRE
AND
SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION

This agreement is made on 02/05/2016 between

Asian Heart Institute & Research Centre pvt Ltd a company registered under the Companies Act, 1956 having its registered office at G/ N Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, (hereinafter referred as "Hospital") and

Shri Palanpuri Sthanakvasi Jain Association (a Jain Community Group) having its address at C/o Samir Diamonds, 9th Floor, Prasad Chambers, Opera House, Mumbai 400004. (hereinafter referred to as "Institute")

WHEREAS the hospital is a Cardiac Hospital located in a BKC Mumbai and that they have the necessary expertise and infrastructure required for effectively showcasing before the patients of the healthcare facilities/ specialties offered

WHEREAS the Institute is a group of people from the Jain Community and wish to empanel the hospital in order to provide aid to its members.

AND WHEREAS the "Hospital" has agreed to provide medical facilities to the Said patients on the terms and conditions hereinafter appearing.

1. The criteria for ascertaining the membership will be as follows:
 - a. The Person should have membership ID card
 - b. The membership should be of paid nature.
 - c. The person should be a member of your association for at least one month prior to his availing discount facility from the hospital.
2. Facilities under this MOU can be extended and to be strictly confined to the close family members (spouse, parents, children, daughter in law, son in law and Grandchildren only) of the registered members.
3. **Members will have to carry/produce for verification, the membership ID cards issued to them by Shri Palanpuri Sthanakvasi Jain Association (Known as PSJA in short) at the time of admission for availing the facilities mentioned in this MOU.**
4. **In exceptional cases, in absence of membership ID card, members should produce official letter from the PSJA, mentioning his/her membership number of Shri Palanpuri Sthnakvasi Jain Association'.**



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Asian Heart Institute & Research Centre Pvt. Ltd.

G/N Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

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In case ,if the patient is close relative of the existing member, patient's relationship with that member, his membership number ,his contact number shall be strictly mentioned in the letter.(Photocopy of patient's photo ID ,address proof and photocopy of respective existing registered member's ID card showing relationship with the patient to be submitted for verification purpose)

5. **In case of emergency**, if member have not carried their membership documents at the time of admission ,they need to declare their membership justifying reason for not carrying the documents and may submit documents or ID card within 24hours from the time of admission, failing to which member will not be eligible for availing the MOU benefits.
6. **'Shri Palanpuri Sthnakvasi Jain Association'** shall share the updated list of its registered members (membership no, name, address and contact no.) with the hospital on a regular basis for verification purpose and ensure that hospital has updated list of your members. If patient is admitted in the hospital and his name is not found in the member's list or membership period is lesser than 1 month, patient will not be considered for extending the MOU benefits.
7. Members referred by **'Shri Palanpuri Sthnakvasi Jain Association'** will be given **deposit free admission** (i.e. member will not have to pay deposit for initial 12 hours from admission) in the hospital subject to the availability of bed of particular class.
8. In case of medical emergency the hospital will ensure to admit the member in any available bed based on class basis.
9. Member will directly make payment against the bill received from the hospital by cash or credit/debit cards.(Including interim bills generated on every alternate day and final bill at time of discharge).
10. The hospital agrees to give discount as mentioned below-
 - 10% discount on in-patient bill excluding the charges for Consumables, implants, pharmacy & Medical supplies,
 - 15% discount on Consultation, pathology and diagnosis tests done on OPD basis excluding diagnostic packages.
11. The discount facility is supposed to be made available for genuine members only. A person should not avail of this discount facility by getting represented from the institution as a member just for the sake of getting discount even though he is not a genuine member. If this happen then it leads to gross misuse of facility and breach of trust. This will also result in termination of agreement with immediate effect.
12. A staff member of our hospital or relatives will NOT be entitled for benefit under this arrangement.



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13. At the time of admission in the hospital member should specifically write 'Asian Heart Institute' in the column provided for information about referring the doctor. The name of the referring doctor can also be mentioned in the bracket. The staff at the admission counter will guide the family of the patient regarding the same to ensure smooth functioning of the MOU benefits.

The member shall be referred to various consultants as may be required depending on the disease and condition by the hospital authorities. Member must ensure that they do not carry any referral slip for any specific consultant attached to the hospital to avail the discount as per this MOU.

14. Benefits of this MOU cannot be clubbed with any other concession schemes.

15. 'Shri Palanpuri Sthanakvasi Jain Association' will facilitate display of hospital logo and/or its website link on its website & mobile app.

16. The Agreement between the Parties hereto is on Principal to Principal basis and is not intended to create a relation of a Principal and an Agent. Each party to this agreement is acting as an independent contractor, and nothing in this agreement shall create or be construed to create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties

17. The Hospital shall always be the sole and exclusive owner of all the right, title and interest in respect of the Intellectual Property Rights of the Hospital arising out of this Agreement. As used herein, the expression "Intellectual Property" means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, copyrights, licences, franchises, formulae, designs, rights of confidential information and all other intellectual property.

18. The Hospital shall not be liable under any circumstances whatsoever for:

- i) Death of the Patient despite proper treatment.
- ii) Improper response to treatment by Patient.
- iii) Any complication that may arise during treatment resulting in death, permanent / temporary disablement of the Patient for which proper care was taken by the Hospital in the normal course.

19. This MOU shall be valid for a period of one year from 02/05/2016 to 31/03/2017

20. Any Amendment in the Clauses of the MOU can be effected only in writing with the consent of both the parties.

21. Either Party may terminate this MOU upon 30 days of notice to the other.



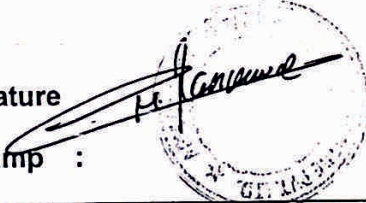
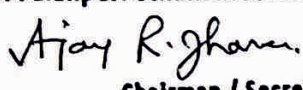
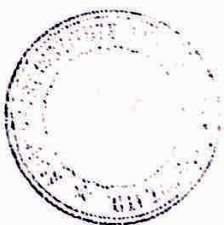
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22. In the event of any dispute, difference, claim or question arising out of the agreement or touching any matter or thing hereunder during the continuance of this agreement or upon or after termination thereof such dispute or difference shall be referred to arbitration in Mumbai to the arbitration of a sole Arbitration to be jointly appointed by the parties to the dispute or difference. This reference shall be deemed to be a submission to the arbitration within the meaning of the Arbitration and Conciliation Act, - 1996 and all the provisions of that Act so far as applicable or of any act of the legislature for the time being in force and passed, any modification thereof or any substitution thereof shall apply to events reference hereunder. The language of such arbitration shall be English. The Courts of Mumbai shall have exclusive jurisdiction and this Agreement shall be governed by the Laws of India.
23. Each of the parties here agrees to undertake with other to act in the utmost good faith in interpreting and implementing this agreement and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the sprit and intent of this agreement.
24. The hospital will issue permanent entry pass for three of the committee members of the Association to assist, co-ordinate, to provide and enhance the goodwill of the Hospital & the PSJA.

<p>For and on behalf of Asian Heart Institute & Research Centre</p>	<p>For and on behalf of Shri Palanpuri Sthanakvasi Jain Association</p>
<p>NAME: Nandkishor Rankawat</p> <p>Designation: Senior Manager - Marketing</p> <p>Signature & stamp : </p>	<p>Name: Anup Zaveri For Shri Palanpuri Sthanakvasi Jain Association</p> <p>Designation: Chairman  Chairman / Secretary / Treas</p> <p>Signature & Stamp : </p>

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