

## AGREEMENT FOR EMPANELMENT OF HOSPITAL

This agreement is made at Mumbai on the 10th May 2016 between SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~

AND

Wockhardt Hospitals Ltd, a company incorporated under Companies act, 1956 and having its registered office at Wockhardt Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400051 and its unit at Wockhardt Hospitals unit-Adams Wylie Memorial, 1877, Dr. Anand Rao Nair Marg, Mumbai Central, Mumbai-400011 located at Mumbai Central, Mumbai- 400011 (hereinafter called as 'hospitals/') covers the understanding between them as below :

1. The patient referred by SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ will carry the prescribed Identity Card/ Letter issued by SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~.
2. In special case the hospital can admit patients without Identity Card authorized person of the hospital receives telephonic intimation or / letter from authorized person of SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~.
3. Patients referred by SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ will be given **deposit free admission** ( i.e. patients will not have to pay deposit for initial 12 hours from admission) in our hospital subject to the availability of bed of a particular class.
4. In the case of medical emergency the hospital will ensure to admit the patient in any available bed based on class basis.



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5. Patients will directly make payments against the bills received from the hospital. (Including interim bills generated on every alternate day and the final bill at the time of discharge).
6. The hospital agrees to give discount as mentioned below -
  - 10 % discount on in-patient bill excluding the charges for implants, pharmacy, medical supply and diagnostic tests done outdoor hospital.
  - \* This discount will not be available for patients covered by TPA ~~Medical Insurance~~ (CASHLESS INS)
7. At the time of admission in the hospital patient should specifically write 'Wockhardt Hospitals Direct' in the column provided for information about referring the doctor. The name of the referring doctor is also required to be mentioned in the bracket.

The patient shall be referred to various consultants as may be required depending on the disease and condition by the hospital authorities. Patient 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 Agreement.

8. All services/treatments, including but not limited any emergency health care/check-up treatments, medical test/s, hospitalization, patient admission and/or discharge, manner/type/form/tenure of treatment, etc., with respect to any patient availing services under this Agreement and/or to be performed by the Hospital by virtue of this Agreement shall be determined & performed by the Hospital strictly as per the standard medical operating procedure that are already in force and otherwise as per recommendation by the Doctors and Medical Practitioner engaged by the Hospital. Patient availing services from the Hospital, under this Agreement, shall be required to complete documentary formalities as mandated by the Hospital. SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, PEDDER ROAD shall take all the necessary steps to educate such referred patient with respect to the

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documentary / procedural formalities necessary and as mandated by the Hospital for availing services under this Agreement. It is expressly agreed that Hospital, without being liable for any kind of breach, reserves exclusive right to refuse to render services to any patient under this Agreement, if any such patient refuses to full fill or to co-operate or doesn't adhere to formalities as required by the Hospital for performing the desired or warranted service/treatment. (Term 'Patient', to mean and include any individual referred by the SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ to avail services under this Agreement.).

9. SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ shall not, directly or through any third party, hire or engage as an employee, consultant and contractor or in any other capacity, any employee / consultant of Hospital, or any individual employed/engaged by Hospital, without the prior written consent of Hospital. It is expressly agreed that condition shall survive termination or conclusion of this Agreement and if SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ violates the foregoing, it shall become liable to pay liquidated damages to Hospital, in an amount equal to the first year's compensation to such individual following such hire or engagement by SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ in violation of this provision.
10. Any information which may be supplied or exchanged by and between the Hospital and SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ prior to the signing and in the course of signing and performance of this Agreement or otherwise, shall be construed as strictly confidential in nature and that the Party receiving the information ('Receiving Party') undertakes that Receiving Party shall not disclose any such information to any third party without the prior written consent of party disclosing such information ('Disclosing Party').
11. Both the Parties are released from liability for partial and/or complete non-fulfillment of their obligations, if such non-fulfillment is the consequence of

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Force Majeure. For the purposes of this Agreement "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, acts of God, compliance with any law, order,

rule or regulation of any governmental or other authority, acts of any governmental or super - national authority, war or national emergency, riots, civil commotion, robbery, hijack, flood, fire, severe weather conditions, epidemics, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), embargoes, delays attributable to Government authorities and accidents.

12. This Agreement shall come into force from the date hereof. This Agreement shall be valid for a period of **One Year** effective from 12<sup>th</sup> May 2016 to 11<sup>th</sup> May 2017.

13. Any amendments in the clauses of the Agreement can be effected only in writing with the consent of both the parties.

14. Either Party may terminate this Agreement upon 30 days advance written Notice to the other.

15. Each of the parties here agrees to undertake with the 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 spirit and intention of this agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of India. The Courts in Mumbai alone shall have the exclusive jurisdiction to try and dispose of any dispute arising out of or under this Agreement. The Parties hereby expressly agree that if any dispute or difference arises in connection with this Agreement, representatives duly authorized by respective party's herein shall negotiate in good faith to resolve such disputes. However, in event any dispute or the difference arising between the parties, concerning the meaning or interpretation of these presents or the

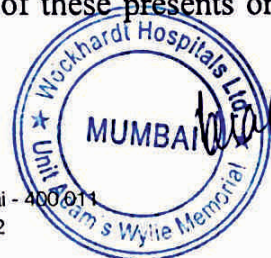
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rights and obligations of the parties, which cannot be mutually resolved or settled then the same shall be referred to arbitration of a sole arbitrator mutually appointed by the parties in accordance with the arbitration rules of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be conducted in English and shall be held at Mumbai. Courts in Mumbai alone will have jurisdiction in the matter. Award shall be final, conclusive and binding.

For and on behalf of SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~

Name : Mr. Satish Mehta

Designation : Secretary

Signature & Stamp

*Satish Mehta*  


For and on behalf of Wockhardt Hospitals Ltd.

Name : Dr Parag Rindani

Designation : Centre Head, South Mumbai

*Parag Rindani*  
Signature & Stamp



*Parag Rindani*  


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10th May, 2016

Respected Mr. Satish Mehta,

With reference to your letter, regarding giving your community people bearing identity card of SHRI PALANPURI STHANAKVASI JAIN ASSOCIATION, ~~PEDDER ROAD~~ discount facility at OPD centers of the hospital.

We are glad to inform you that the following discount can be availed at our OPD service facilities :

1. Laboratory blood investigations	20 %
2. X - Ray	20 %
3. Ultrasonography	20 %
4. Stress Test	20 %
5. ECG	20 %
6. EMG	20 %
7. CT Scan	20 %
8. MRI	20 %
9. BMD	20 %
10. In patient treatment (as per clause 6)	10 %

This will be effective once you issue them the identification of

Thanking You,

Sincerely yours,

  
Dr Parag Rindani,  
Centre Head - Wockhardt Hospitals, South Mumbai.



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