

IN-GJ92583352552167V



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹300

₹300 ₹300 ₹300

Certificate No. : IN-GJ92583352552167V
Certificate Issued Date : 27-Jun-2023 12:20 PM
Account Reference : IMPACC (AC)/ gj13061711/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJ1306171111062439066584V
Purchased by : BHAIKAKA UNIVERSITY KARAMSAD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : BHAIKAKA UNIVERSITY KARAMSAD
Second Party : INCREDIBLE SERVICES LIMITED
Stamp Duty Paid By : BHAIKAKA UNIVERSITY KARAMSAD
Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)



₹300

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IE 0004746443

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders It invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered at Karamsad, Anand on
hereinafter referred to as MOU

BETWEEN

SHREE KRISHNA HOSPITAL & MEDICAL RESEARCH CENTER (SKH) is a constituent unit of the **BHAIKAKA UNIVERSITY** which is incorporated as private university under the Gujarat Private University Act, 2009, having its registered Office at H. M. Patel Center for Medical Care & Education, Gokalnagar, Karamsad, Anand) Pin-388325; hereinafter referred to as "**HOSPITAL**" (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/trustees for the time being of the firm and the survivor or survivors of them, as party of the FIRST Part.

AND

Incredible services Limited, 27, Palm Residency, MedIncredi, Shop No. 2, 45/46, Chimara St, Dar es Salaam, Tanzania, hereinafter referred to as "**HCF**", party of the SECOND Part.

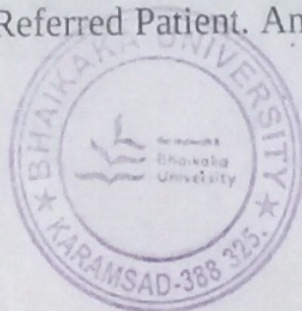
Both the party of the 'First Part' and the party of the 'Second Part' shall be collectively referred to as the 'Parties'. WHEREAS '**Hospital**' is a Super Specialty Hospital, the Gujarat's most dependable destination for Health care for over 4 decades providing Medical Facilities.

AND WHEREAS '**HCF**' is in the business of facilitating Medical treatment of the International Patients in Darussalam.

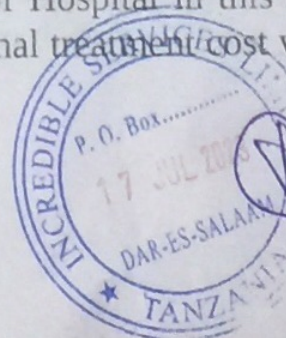
Now, both the parties have agreed to develop the understanding in writing through this Memorandum of Understanding on terms and conditions appearing herein below:-

Rights and Duties of the HOSPITAL

1. The 'Medical Tourism Department' of 'Hospital' will be responsible to coordinate with the Referred Patients.
2. The Medical Tourism Department' of Hospital shall provide estimated costs of treatment to HCF's referred Patient at the existing tariff's that may be amended / modified from time to time.
3. The estimate shall be agreed between the Hospital and the Referred Patient before initiation of the treatment. The referred patient shall have the option to decline the same at its own risk and cost or to undergo further Medical procedures either by way of Packages or otherwise, for treatment or diagnosis from the Hospital.
4. The Hospital shall have the sole discretion to provide extra Medical facility and cross referral to the Referred Patients. The decision of Hospital in this regard shall be final and binding on the Referred Patient. Any additional treatment cost will not be calculated in HCF Fees.



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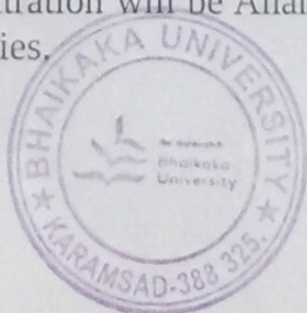


5. The Hospital has the right to charge any additional cost (Medical/Non-Medical) incurred during the treatment apart from the agreed package / tariff.
6. Hospital will provide the exclusive rights to HCF for all Branding, Marketing & promotional activities in Tanzania. Other countries can also be added with mutual agreement.
7. Hospital & HCF will mutually share the source of International patient to ensure the numbers of patient inflow from assigned countries of HCF. This is to decide the Professional Fees to HCF.
8. Hospital will bear the cost incurred on SKH Team for Transport, Hotel & other expenses, for attending / participating Medical Camp abroad (organized by HCF).
9. Hospital will bear the cost incurred on the printing of Hospital Brochures & Fliers.

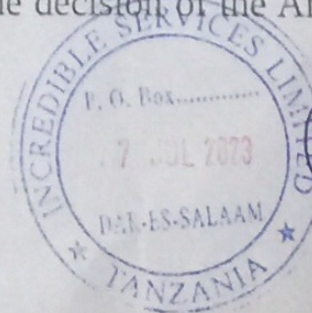
Rights and Duties of the HCF

1. HCF will be responsible to arrange the Medical Camps & business to business meetings with Corporate, Govt Institutions, NGO's, KOL's, etc in the assigned countries with the Hospital.
2. HCF will bear the entire cost incurred to plan and execute the Medical Camps in the assigned countries (including overall Camp arrangement cost).
3. HCF will organize frequent camp for Hospital to pool up the patient to Hospital and share all the Database of the patient coming to camps.
4. HCF shall ensure procurement and forwarding of complete Health Details / Case Files (including the case history) as provided by the Referred Patient's Medical Care Provider to the HOSPITAL as soon as possible.
5. HCF will ensure that the full payment in advance is transferred to Hospital before start of the treatment by NEFT / RTGS
6. HCF will ensure complete payment to the Hospital for the treated patient before discharge (direct by patient or through HCF).
7. HCF shall contact and coordinate with Medical Tourism Dept as per the details provided as a single point of contact for Doctor Appointment, Cost Estimates, Room bookings, Transportation, Accommodation, Foreign Currency Exchange, etc.
8. HCF shall extend necessary support to the Referred patient for coordinating VISA and fulfillment of other obligations of Referral Patient visiting the Hospital for their Medical treatment.
9. HCF shall at all times comply with the laws and regulations for operation of its services in India and in country of origin of Patient. Any liability that may arise on account of any non-compliance of any of the laws both in India as well the country of origin of Referral Patient shall be dealt with by HCF, at its own cost and risks and the Hospital shall in no manner be responsible.
10. The HCF shall keep secret / confidential and will not disclose directly or indirectly to third Party, both during the tenure of this Agreement and after its termination, the terms of arrangement, all information including any trade secret, information technology, technical or marketing know-how or any other services / medical related information.

Dispute Resolution: The Parties shall resolve dispute, if any, relating to this MOU by arbitration in accordance with the rules of the Indian Arbitration and Conciliation Act 1996. The place of Arbitration will be Anand and the decision of the Arbitrator shall be binding on both the parties.



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Terms & Conditions

1. Fee for HCF would be 25% as mutually agreed on Total Bill (After Less of Pharmacy, Consumables/Disposables, Logistic and other Non-Medical Services) on the agreed Tariff/Package.
2. Payment credit time will be within a month from discharge & final settlement of Total bill (NEFT/RTGS).
3. Validity of MOU will be for 1 year period from the date of signing this agreement.
4. This agreement can be terminated by either parties after giving 3 months notice to other party.
5. The Hospital reserves the right to revise / modify tariff of treatment as per policy or need basis.

Jurisdiction

This MOU shall be governed by and constructed in accordance with the laws of India and for purposes courts at Anand, Gujarat, India shall have exclusive Jurisdiction.

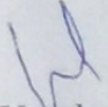
Relationship

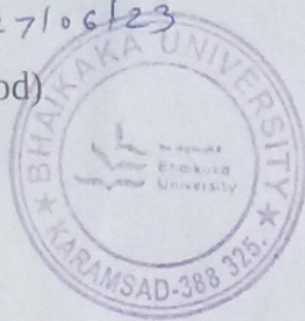
HCF in the performance of the Agreement shall be and act as an independent contractor. No provision of this Agreement shall be constituted a partnership or Joint Venture between the Parties.

No provision of this Agreement shall constitute either Party as the Legal Representative or Agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

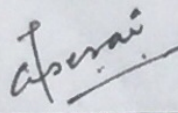
IN WITNESS WHEREOF the parties hereto have put their signature and thereby executed this Memorandum of Understanding on the date first mentioned herein above.

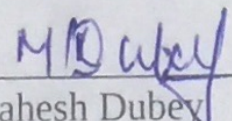
For Bhaikaka University


(Dr. Utpala Kharod)
Provost
27/06/23

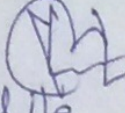


Witness

1. 
Dr. Jitesh Desai
Medical Superintendent

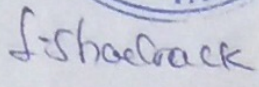
2. 
Mahesh Dubey
General Manager-CRG
20/06/23

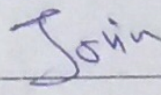
For Incredible services Limited


(Lalita Chauhan)
Director
7/2023



Witness


1. LUCY SHADRACK
RECEPTIONIST MEDINCREDI

2. 
MANAGER - MARKETING
MEDINCREDI