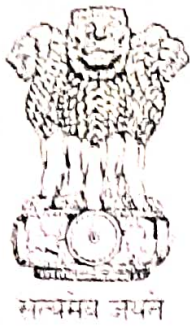


REVA
UNIVERSITY

Bengaluru, India

**Tie up with Narayana
Hrudayalaya**




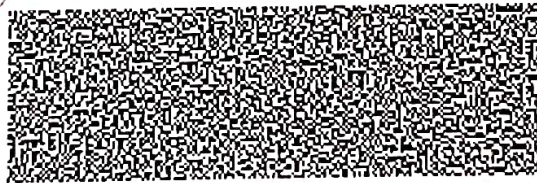
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA10336219383777U
 Certificate Issued Date : 05-May-2022 01:49 PM
 Account Reference : NONACC (FI)/ kacrsf108/ HENNAGARA GATE/ KA-BA
 Unique Doc. Reference : SUBIN-KAKACRSFL0849101131398100U
 Purchased by : NARAYANA HRUDAYALAYA LTD
 Description of Document : Article 5(J) Agreement (In any other cases)
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NARAYANA HRUDAYALAYA LTD
 Second Party : REVA UNIVERSITY
 Stamp Duty Paid By : NARAYANA HRUDAYALAYA LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)


BSR CREDIT CO-OPERATIVE SOCIETY LIMITED
 No. 67/2, Benaka Complex,
 Hennagara Gate, Hosur Main Road,
 Bommasandra, Bangalore - 560 099.



AGREEMENT

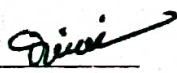
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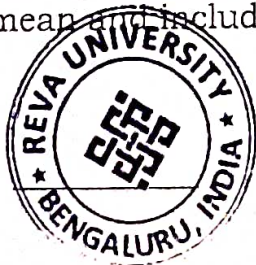
This Agreement is executed on this **5th day of May 2022**
BY AND BETWEEN

NARAYANA HRUDAYALAYA LIMITED, an existing company within the meaning of the Companies Act, 2013, having its registered office at #258/A, Bommasandra Industrial Area, Hosur Road, Bangalore-560099, referred to as 'NHL' which expression shall mean and include its successors-in-interest and assigns;

AND

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REVA UNIVERSITY, Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru - 560064 (hereinafter referred to as 'RU which expression shall mean and include its successors-in-interest and assigns;)

RECITALS

- I. Whereas NHL is engaged in provision of healthcare services and manage and/or owns hospitals including the Hospitals mentioned in Appendix I.
- II. Whereas RU is interested in entering into an Agreement with NHL for availing healthcare services for its employees/ Students and their family members.
- III. Whereas NHL has represented that it has the necessary expertise and skill to offer healthcare services for employees of RU.
- IV. Whereas NHL and RU have agreed that the NHL shall provide healthcare services to the Beneficiaries and medical check-up for prospective employees, on and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN LIGHT OF MUTUAL PROMISES AND CONSIDERATIONS AS CONTAINED IN THIS AGREEMENT, THE ADEQUACY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT COVENANTS AND RECORDS AS UNDER:

ARTICLE 1 - DEFINITIONS

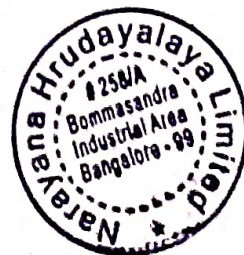
- 1.1 As used anywhere in this Agreement, the terms and phrases detailed below shall be interpreted to convey the meaning as ascribed thereto as under:
- 1.1a "**Agreement**" shall mean this Agreement, together with its Appendices and Schedules, executed by the Parties;
 - 1.1b "**Authorization Letter**" shall convey the meaning ascribed thereto in Article 3.1;
 - 1.1c "**Beneficiaries**" shall mean employees/ Students of RU and their family members covered under this Agreement and as communicated to NHL in writing by RU;
 - 1.1d "**Confidential Information**" shall convey the meaning ascribed thereto in Clause Article 7 of this Agreement;

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1.1e "**Dispute**" shall convey the meaning ascribed thereto in Article 11 of this Agreement;

1.1f "**Hospitals**" shall mean either of the following:

1. Narayana Institute of Cardiac Science (NH Health City)
2. Mazumdar Shaw Medical Centre (NH Health City)

and the hospitals mentioned in Appendix I, and also shall include their successors and such further hospitals that may be communicated to the NHL from time to time;

1.1g "**Non Terminating Party**" shall convey the meaning ascribed thereto in Article 8 of this Agreement;

1.1h "**Party**" or "**Parties**" shall mean and refer to NHL and RU, individually or collectively, as the context permits;

1.1i "**Term**" shall mean the period from **5th day of May 2022** to Remain in force till **Two Years**, till its terminated from either Party

1.1j "**Terminating Party**" shall convey the meaning ascribed thereto in Article 8 of this Agreement.

ARTICLE 2 - SCOPE OF THE AGREEMENT

2.1 The purpose of this Agreement is to set forth the basis on which the Hospital will extend credit facility for complete inpatient treatment to the Beneficiaries, pre-employment medical check for prospective employees and periodic health check for Beneficiaries. The facilities shall, inter alia, comprise of medical/surgical treatment including diagnosis, tests, investigations, prescription, dispensation of medicines etc.

ARTICLE 3 - ADMISSION PROCEDURE

3.1 PLANNED ADMISSION

In the event of any Beneficiary requiring admission to the Hospital, the concerned Beneficiary shall produce an authorization letter

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issued RU stating that the person requiring admission is Beneficiary of RU ("**Authorization Letter**"). In cases of elective treatment/surgery, the Beneficiary will have to obtain an Authorization Letter clearly stating that the approval for admission has been granted for an elective treatment/surgery.

3.2 **EMERGENCY ADMISSION**

In the event of any Beneficiary requiring to the Hospital as an emergency case, the concerned Hospital shall admit the Beneficiary based on the Identity Card of RU, and the Beneficiary will have to submit the Authorization Letter within twelve (12) hours of the admission or on the next working day whichever is later. In case of Beneficiary being admitted as emergency admissions, payment to the Hospital of all the expenses incurred by the Hospital for providing medical care till the time the Authorization Letter is issued is guaranteed and shall be paid to the Hospitals by RU.

3.3 It shall be the obligation of RU to inform, in writing, all Beneficiaries that:

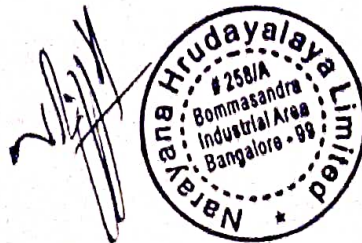
3.3a in case the Authorization Letter is not issued by the RU, for any reason whatsoever, the Hospital will be entitled to refuse admission to the said Beneficiary unless and until the said Beneficiary agrees to follow the payment procedures of the Hospital, in force from time to time, and as applicable to non-insured patients;

3.3b the entitlement to a ward/room during the period of hospitalization shall be in accordance with the entitlement of the Beneficiary and as communicated in the Authorization Letter, however, a request for admission to a ward higher / superior to the entitlement of the Beneficiary may be considered subject to the said Beneficiary paying the difference in expenditure between the cost of treatment in their entitled ward/room and the actual ward in which treatment was chosen by the Beneficiary, and subject to the Beneficiary paying a deposit to the Hospital, as communicated by Hospital;

3.3c the Hospitals shall admit the Beneficiary to the ward/bed category he/she is entitled to as communicated in the Authorization Letter, however, in case this is not possible because of non - availability of the bed in the ward entitled and the postponement of admission is not desirable, the Beneficiary may be admitted to the next higher ward as a temporary measure and will be shifted to the entitled ward when the bed becomes available there. In such an event, the

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difference between the charges for higher bed/ward and the charges as per the Beneficiary's entitlement will be paid to the Hospital directly by the Beneficiary. If the next or any other higher ward is not available, the Beneficiary will be shifted to ward/room available at that time;

3.3d any investigation carried out at the request of the Beneficiary but not forming the necessary part of the treatment shall be paid directly by the Beneficiary; and

3.3e any amount of the hospitalization expenses not paid by RU will have to be paid by the Beneficiary and will have to be paid to the Hospital prior to discharge.

3.4 SPECIMEN SIGNATURES

A list of authorized signatories who are entitled to sign the authorization letter would be forwarded to NHL.

ARTICLE 4 - Specimen Signatures :

A list of authorized signatories who are entitled to sign the authorization letter is annexed in Appendix III.

ARTICLE 5 - DISCHARGE & BILLING PROCEDURE

5.1 The following documents will be compiled and forwarded to RU for payment upon discharge of the Beneficiary or prospective employee:

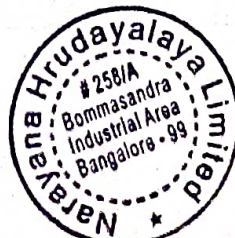
- (a) Copy of the Discharge Summary
- (b) Medical History of the Patient as recorded by the Hospital upon admission
- (c) Details of day to day history of investigations carried out, surgeries conducted, medication prescribed and consumed, treatment given etc during the admitted period (from the date of admission to date of discharge), duly certified by the authorized hospital authority
- (d) Copy of chemist bills and receipts supported by copy of prescriptions.
- (e) Copy of pathological and other test/investigation reports from pathologist and/radiologist, as the case may be with copy of the prescriptions.

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- 5.2 In the event of any admission, no deposit shall be taken by the hospital from the beneficiaries and the bill should be presented to the Beneficiary for signature at the time of discharge.
- 5.3 The bill will be prepared on the basis of the Discount mentioned in Appendix II.

ARTICLE 6 - FEE SCHEDULE & PAYMENT TERMS

6.1 Hospitals will submit its tariff card to RU, which tariff is liable to be revised by Hospital from time to time.

6.2 The payment shall be made within thirty (30) days of receipt of the undisputed bill by RU. In case of discrepancy in the bills submitted, the same shall be notified in writing to the Hospitals within fourteen (14) days of receipt of the bill by RU and if no such notification is received with said fourteen (14) days, it will be deemed that RU has accepted the entire bill for payment and RU will not be entitled thereafter to dispute the bill, in full or in part. If the above said notification of any discrepancy is received within above said fourteen (14) days, the payment will be made within thirty (30) days of the Hospitals clarifying/resolving all discrepancies raised. If any bills are outstanding for more that thirty (30) days, Hospital will be entitled to stop cashless facility provided to the Beneficiary for hospitalization.

6.3 NHL shall provide discount on hospital services as listed out in Appendix II (FEE SCHEDULE)

ARTICLE 7 - OTHER TERMS & SUPERCESSION

This Agreement represents the entire Agreement as to the subject matter hereof and supersedes and cancels any and all prior understandings/Agreements between the Parties.

ARTICLE 8 - CONFIDENTIAL INFORMATION.

Both parties shall at all times, from the _____ hereof, maintain the secrecy of and shall keep confidential (and ensure that its employees, officers and agents shall keep confidential) any and all information and documents which they may come to know of/ come to possess/ acquire in connection with this Agreement (including all information relating to Beneficiaries, their medical records, insurance details, NHL charges, fees, billing details and procedures) to or otherwise (collectively "**Confidential Information**") and shall not use or

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disclose such information to any party without prior written consent of the other party. The obligations of the both parties and above said other persons shall continue for the Term and for a period of one (1) year after the expiry/termination (howsoever caused) of this Agreement.

ARTICLE 9 - TERM AND TERMINATION AND EFFECTS OF TERMINATION.

This Agreement shall be valid for the Term and may be renewed thereafter by the Parties with mutual consent on such terms and for such periods as may be agreed upon. Notwithstanding the aforesaid, either Party shall be entitled to terminate this Agreement in the event the other Party ("**Non Terminating Party**") is in breach of any of terms and conditions of this Agreement, and, upon the Non Terminating Party being notified of the breach, in writing, by the other Party ("**Terminating Party**") and giving the Non Terminating Party a period of thirty (30) days to cure the breach, the Non Terminating Party does not cure the breach in its entirety, this Agreement shall stand terminated at the expiry of the above said thirty (30) days period, which right is without prejudice to any other rights and remedies that may be available to the Terminating Party in law or at equity. Breach, for purposes of this Clause shall mean and include any non-compliance, breach of any of the terms of this Agreement or misfeasance, nonfeasance or negligence. No expiry or earlier termination of this Agreement shall affect the rights and obligations incurred till the expiry or termination of this Agreement.

RU may also terminate this Agreement by giving NHL thirty days' written notice without assigning any reasons.

ARTICLE 10 - EFFECTS OF BREACH.

In the event of a breach of or non-compliance with any of the provisions of this Agreement or any misfeasance, nonfeasance or negligence by either Party, the other Party without prejudice to the other rights and remedies available to it, have the right to recover damages from the Party in breach.

ARTICLE 11 - RELATIONSHIP.

The Parties to this Agreement have a principal-to-principal relationship with each other. None of the provisions of the Agreement shall be deemed to constitute a partnership, agency or any other relationship. No party shall have the authority to bind the Other party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

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ARTICLE 12 - NOTICE.

Any notice or other information required or authorized by this Agreement to be given shall be given in writing, in English and sent by registered post or by courier of national repute. Such notices shall be sent to the address of the respective Party as first hereinabove mentioned in this Agreement, unless any change therein has been communicated in writing to the other Party. Notices sent by e-mail shall not be considered legal/valid notices.

ARTICLE 13 - GOVERNING LAW AND JURISDICTIONAL COURTS.

This Agreement shall be governed by the laws of India without regard to the conflict of laws principles and any dispute arising out of or in relation to the Agreement ("**Dispute**") shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka.

ARTICLE 14 - SEVERABILITY.

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

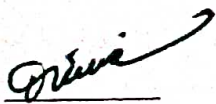
ARTICLE 15 - WAIVER.

No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof nor act as waiver of any remedy available for breach of that very provision, condition or requirement in the future. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right or any other occasion.

ARTICLE 16 - AMENDMENT.

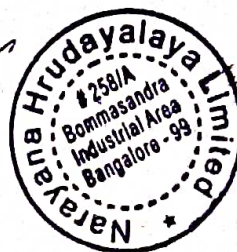
Any variation or amendment or addition of/to this Agreement shall be mutually agreed to in writing and executed by or on behalf of each of NHL's and RU's authorized representatives.

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ARTICLE 17 - FORCE MAJEURE.

Neither party shall be liable for any failure or delay in performance under this agreement to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance under this agreement.

A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

In the event force majeure event continues for sixty (60) days or more, the non-affected party shall have the right to terminate the Agreement by giving a further notice of 15 days.

ARTICLE 18 - EXECUTION AND AUTHORITY.

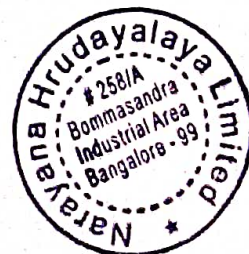
This Agreement can be signed in any number of original counterparts, each of one will be deemed to be original and all counterparts shall form and constitute one single document. By executing this Agreement through their respective signatories, the Parties agree that this Agreement forms a binding contractual obligation of each Party as regards its obligations and liabilities in terms of this Agreement.

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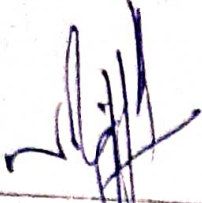


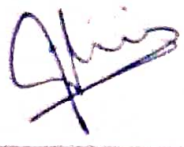
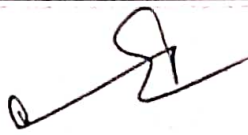
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EXECUTED BY THE PARTIES ON THE DATE, MONTH AND YEAR FIRST ABOVE MENTIONED, ACTING THROUGH THEIR AUTHORISED SIGNATORIES

Executed for and on behalf of NARAYANA HRUDAYALAYA LIMITED	Executed for and on behalf of REVA UNIVERSITY
	
	Vice-Chancellor REVA University, Rukmini Knowledge Park Kallurhalli, Yelahanka, Bangalore - 560 064
By: Dr Nitin Manjunath Facility Director	By: Dr. M Dharmalingappa Vice- Chancellor
In Presence of:	In Presence of
	
Name: Dr. GIRISH	Name: Dr. K.S. Narayanarao

APPENDIX - I

Hospitals Covered under this Agreement:

1. Narayana Institute of Cardiac Science # 258/A Bommasandra Industrial Area, Anekal Taluk, Bangalore - 560 099
2. Mazumdar Shaw Medical Centre # 258/A Bommasandra Industrial Area, Anekal Taluk, Bangalore - 560 099



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APPENDIX - II

FEE SCHEDULE

The bill will be prepared on the basis of prevailing hospital rates on date of discharge of the patient with following offers.


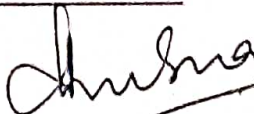
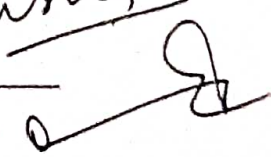
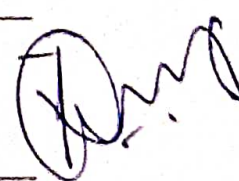
1. 15% discount on Outpatient including Registration, Consultation, Lab investigation and radiology services on Outpatient basis (excluding outsourced investigation/services) only for cash & credit patient
2. 15% discount on Existing Preventive health check up package services for cash and credit
3. 05% discount on Inpatient (excluding pharmacy, implants & consumables) services only for cash & Company credit patient.

APPENDIX III

LIST OF AUTHORISED SIGNATORIES FROM RU

Name

Signature

- 1) Dr. N. Ramesh. - Registrar - 
- 2) Dr. Shubha. A. - DEAN (RBS) - 
- 3) Dr. K.S. Narayanaswamy - Director (ME) - 
- 4) Mr. Nissar. Ahamed - Director (HR) - 

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