



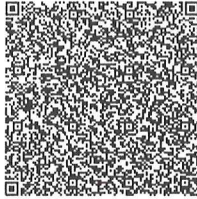
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Prasmod Kumar
प्रमोद कुमार (स्टाम्प विक्रेता)
ला०नं० 281, 33 नवयुग मार्केट
गाजियाबाद मो० : 9211681000

Certificate No.	: IN-UP89516260266765T
Certificate Issued Date	: 21-Jun-2021 04:54 PM
Account Reference	: NEWIMPACC (SV)/ up14071204/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1407120466903460786550T
Purchased by	: SANTOSH DEEMED TO BE UNIVERSITY GZB
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SANTOSH DEEMED TO BE UNIVERSITY GZB
Second Party	: DR BHATIA MEDICAL COACHING INSTITUTE PVT LTD
Stamp Duty Paid By	: SANTOSH DEEMED TO BE UNIVERSITY GZB
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----



Nachhat
RHE

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.



SANTOSH

Deemed To Be University

(Established u/s 3 of the UGC Act, 1956)

MEMORANDUM OF UNDERSTANDING

BETWEEN



SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

NCR DELHI

AND

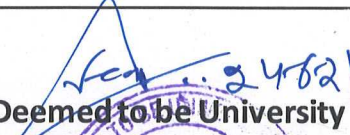



**Dr. Bhatia Medical
Coaching Institute Pvt Ltd**

DR. BHATIA MEDICAL

COACHING INSTITUTE PVT. LTD.

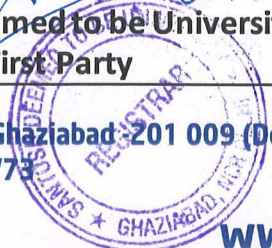
7, UNIQUE APARTMENT, ROHINI, DELHI - 110085

 Santosh Deemed to be University First Party	 Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party
---	--

No. 1, Santosh Nagar, Ghaziabad - 201 009 (Delhi-NCR)
+91-120-4933353/63/73

santosh@santoshdeemedtobeuniversity.com
admin@santosh.ac.in

www.santosh.ac.in



This **Memorandum of Understanding (MoU)** is made and executed on thisth day of March 2021 by and between

Santosh Deemed to be University, established by **Santosh Trust** Registered under Indian Trust Act 1882 vide Registration No. 16352/2004 (**PAN No. AAITS6921N**) having its Registered Office at No.1, Santosh Nagar, Ghaziabad – 201 009 NCR Delhi through its **Registrar DR. V.P. Gupta** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns) hereinafter called as **First Party**

AND

Dr. Bhatia Medical Coaching Institute Pvt. Ltd. (DBMCIPL), a Company incorporated under the Indian Companies Act 1956 (**CIN No. U80903DL1999PTC099991**) (**PAN No. AAACD8133E**) (**GSTIN : 07AAACD8133E1ZZ**) having its Registered Office at No. 7, Unique Apartments, Sector-13, Rohini, New Delhi – 110 085 and Corporate Office at 2nd Floor, 1/11, East Patel Nagar, New Delhi – 110 008 through **Dr. Nachiket Bhatia, CEO** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns) hereinafter called as **Second Party**

A. Santosh Deemed to be University is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical

<p><i>24/3/21</i></p> <p>Santosh Deemed to be University First Party</p>	<p><i>Nachiket Bhatia</i></p> <p>Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
--	--



and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry

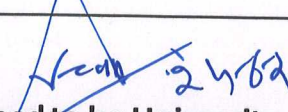
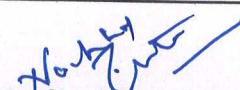
- B. Dr. Bhatia Medical Coaching Institute Pvt. Ltd. (DBMCIPL) is a 24-year-old company having more than 140 face to face and satellite centers pan India, has many nested centers in various medical colleges, to name a few Muzaffarnagar Medical College, Muzaffarnagar, Govt Medical College, Bhavnagar, Teerthankar Mahavir University, Muradabad and many more.
- C. Whereas Santosh Deemed to be University having Constituent Colleges namely Santosh Medical College & Hospital and Santosh Dental College & Hospital situated at Ghaziabad dealing & offering UG/PG/Ph.D programs to the aspirants/students.
- D. Whereas Dr. Bhatia Medical Coaching Institute Pvt Ltd (DBMCIPL) under the DBMCIPL Programme, wants to establish a Franchise for the conduct of Coaching Classes / Career Advancement Sessions at Santosh Deemed to be University to the students admitted through the Santosh Deemed to be University.

<p><i>Keen</i> <i>24-6-2021</i></p> <p>Santosh Deemed to be University First Party</p>	<p><i>Naveen</i></p> <p>Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
---	--



NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. THAT the Second Party in the Nested Satellite Centre at Santosh Deemed to be University shall act as an Academic Partner providing the following:
 - i. Providing Faculty for handling classes
 - ii. Content (Books, Notes, Assignments)
 - iii. Assessments (Test Series, On line and Off Line, Subject wise and Grand Test)
 - iv. Platform for Doubt Resolution (DBMCI Premier Group)
 - v. eGurukul App for enrolled students
 - vi. eGurukul App for College Library
2. THAT the Second Party shall provide stationeries including Application forms, Prospectus and Student ID cards who have been admitted through the First Party as a part of promotional activity by DBMCI.
3. THAT the Second Party shall also provide a payment gateway and other electronic means for deposit of fees by the students who were admitted through the First Party.
4. THAT the First Party shall provide the following Infrastructural requirements for the effective conduct of the said programme in the University:

 Santosh Deemed to be University First Party	 Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party
--	---



For the purpose of this clause, “**Confidential Information**” shall mean information relating to the students, the academic activities of the College & hospital.

8. **Term and Termination:** This MoU shall have a term of **Three (3) years** unless terminated. This MoU will be valid and binding upon Parties until expiry of the said term, unless terminated by either Party for the reasons mentioned in Default clause.
9. **Default:** If the Parties, by any act or omission, breach any material obligation under this MoU and if such breach continues for a period of 30 (thirty) days after written notice thereof has been given by the either of the Party, the Parties shall have the right to terminate this MoU with immediate effect by written notice. The right to terminate this MoU shall be in addition to and without prejudice to any other rights which the Parties may have hereunder.
10. **Notices:** All correspondence or notices required or permitted to be given under this MoU shall be given in English and sent by mail, telefax, electronic mail or delivered by hand at the following addresses:

If to First Party:

Address: No.1, Santosh Nagar, Ghaziabad – 201 009 NCR Delhi

Email: registrarsantosh@gmail.com registrar@santosh.ac.in

Phone: +91 7838888790

<p><i>Keat 24/6/2021</i></p> <p>Santosh Deemed to be University First Party</p>	<p><i>Naresh</i></p> <p>Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
---	---



Kind Attn: DR.V.P.GUPTA

If to Second Party:

Address: 7, Unique Apartment, Rohini, Delhi – 110 085

Email: nachiketbhatia@dbmi.edu.in

Phone: 9810150067

Kind Attn: Dr. Nachiketa Bhatia

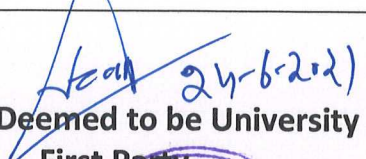

or such other address or telefax number as either Party may designate to the other Party in writing.

- 11. Miscellaneous:** The relationship between the Parties hereto is that of an independent contractor. Nothing in this MoU shall be deemed to constitute a partnership between the Parties.

This MoU shall not be amended, supplemented or modified save by written agreement signed by or on behalf of the Parties.

The failure of either Party to enforce any term of this MoU shall not act as a waiver. Any waiver must be specifically stated as such in writing.

If any provision herein is held to be void or unenforceable, the validity and enforceability of the remaining provisions herein shall remain unaffected and enforceable.

<p> Santosh Deemed to be University First Party</p>	<p> Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
--	---



This MoU shall be binding upon and inure to the benefit of the affiliates of both the parties.

This MoU may be executed in one or more signed counterparts, facsimile or otherwise, which shall together form one instrument.

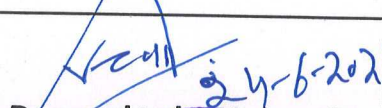

12. **Dispute Resolution:** In case of any dispute arising or accruing in respect of this **MoU** or upon matters incidental, related or consequent hereto, the same shall be referred for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be NCR Delhi and the language of the arbitration shall be English.

Each party shall have the right to appoint one arbitrator and the appointed arbitrator shall appoint the third arbitrator. In the event of an agreement not being reached as regards the third arbitrator within 15 (fifteen) days of the appointment of the two arbitrators, then the third arbitrator shall be appointed by the High Court.

The award passed by the Arbitral Tribunal shall be final and binding upon the Parties.


The cost of the Arbitration shall be initially deposited with the Arbitral Tribunal equally by both the parties. The Arbitral Tribunal, if called upon, shall also be entitled to award interests, damages and costs.

13. **Jurisdiction:** The Courts of Delhi alone will have exclusive jurisdiction in respect of this Deed.

<p> 24-6-2021 Santosh Deemed to be University First Party</p>	<p> Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
--	---



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day & year first hereinabove written

<p><u>First party</u></p> <p><i>Hean</i></p> <p>Signature: Name : DR. V.P. Gupta Designation : Registrar On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in Contact No.: 783888790</p> 	<p><u>Second party</u></p> <p><i>Nachiket Bhatia 24/1/21</i></p> <p>Signature: Name : Dr. Nachiket Bhatia Designation : CEO On behalf of Dr. Bhatia Medical Coaching Institute Pvt. Ltd. E-mail: nachiketbhatia@dbmi.edu.in Contact No.: 9810150067</p>
--	---

<p>Santosh Deemed to be University First Party</p>	<p><i>Nachiket Bhatia 24/1/21</i></p> <p>Dr Bhatia Medical Coaching Institute Pvt. Ltd. Second Party</p>
--	--