



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP14751623219666T
Certificate Issued Date : 24-Jul-2021 07:11 PM
Account Reference : NEWIMPACC (SV)/ up14436304/ MEERUT SADAR/ UP-MRT
Unique Doc. Reference : SUBIN-UPUP1443630417802935341857T
Purchased by : SV SUBHARTI UNIVERSITY BY REGISTRAR
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : SV SUBHARTI UNIVERSITY BY REGISTRAR
Second Party : Not Applicable
Stamp Duty Paid By : SV SUBHARTI UNIVERSITY BY REGISTRAR
Total Amount (Rs.) : 100
(One Hundred only)



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

AGREEMENT

This agreement is made and entered into at Meerut on **21st Oct, 2021** by and between **Dr. Bhatia Medical Coaching Institute Pvt Ltd** located at 1/11 east patelnagar, New Delhi through its CEO, Dr. Nachiket Bhatia (hereinafter referred to as the "FIRST PARTY").

AND

Swami Vivekanand Subharti University located at Subharti Puram, N.H. 58, Meerut through its Registrar, Mr. D.K.Saxena (hereinafter referred to as the "SECOND PARTY").

For Dr. Bhatia Medical Coaching Institute Pvt. Ltd.

Nachiket Bhatia

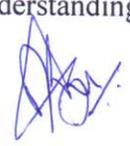
[Signature]

“Dr. Bhatia Medical Coaching Institute Pvt. Ltd.” and “Subharti University” are collectively referred to as the “Parties” and to any of them singly as “Party”.

Both the parties promise to abide by the following terms and conditions: -

1. That the “First Party” is a leading teaching facilitator to coach students in the field of medical education.
2. That the “Second Party” is a university of repute, named as Swami Vivekanand Subharti University situated in NCR region, on Delhi-Haridwar Highway, NH-58, Subhartipuram, Meerut (UP) and has constituent colleges including a medical college.
3. That the “First Party” is doing an alliance with “Second Party” to train the students of the “Second Party” through an online Application of “First Party” in the field of medical education specially for NEET/NEXT Exams.
4. The “First Party” will provide Complete Assessment Package (All the Test Series) along with Complete Question Bank Package on mobile application (app) as well as on website to all the MBBS students and interns at a discounted price of Rs. 1,000/- + GST providing validity of 1 year from the date of subscription.
5. The students of the “Second Party” may choose to take paid subscription for the other features of the application from the “First Party” at subsidized price.
6. The “Second Party” with the consent and the assistance of “First Party” may choose to take part of their internal assessment examinations on the provided application during the period of the contract.
7. The “Second Party” will assist the “First Party” to show the students the advantages of the application for the NEET/ NEXT examinations.
8. The intellectual right of the application and its content will remain the sole right of the “First Party”. The “Second Party” may utilize the same for teaching purpose with consent of the first party.
9. The “First Party” will not use the application for providing any material other than that for teaching for NEET and NEXT exams.
10. The “First Party” will provide its complete app for Free of Cost for
 - a. Top 3 Rankers of each batch for the period of 3 Months from the date of registration.
 - b. 10 faculties for the period of 1 Year, as recommended by “Second Party”
11. The “First Party” will provide its complete app at 50% discounted price for
 - a. 20 subscriptions for 2nd set of meritorious students if and as recommended by “Second Party”.
12. Any charge taken will be solely by the “First Party”. The involvement of the second party will only be till the extent permitted by the laws of central and UP government.
13. That the contractual period is valid from **08-11-2021 to 08-11-2026**.
14. The contract can be terminated mutually by either of the party by giving a 60-day notice on the official email or through official post.
15. Both the party’s consent on using the logo of the other party for promotional activity. However, any party may ask the other party to restrict the use at a certain place/activity.
16. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent OR employer and employee between the parties.
17. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all previous Agreements, arrangements and understandings


CEO



between the parties with respect thereto, and may not be modified except by an Instrument in writing signed by the duly authorized representatives of the parties hereto.

18. In the event of any dispute or difference between the Parties that may arise out of this Agreement or with regard to interpretation of any of the terms relating thereto, the same shall be referred to and resolved through mutual discussions. In the event the parties fail to arrive at a settlement, the same shall be referred to the arbitration of a sole arbitrator to be mutually appointed by the **Managing Director of Dr. Bhatia Medical Coaching Institute Pvt. Ltd.** and the **honorable V.C. of Subharti University**. The Sole Arbitrator shall adjudicate upon the disputes referred to him/her by the Parties and the award given subsequent to that shall be final and binding on the Parties. The arbitration proceedings shall be held in Meerut.

In respect of any matter arising due to non-appointment of an arbitrator by the appointing authority, or with regard to conduct of arbitration proceedings and/or on the award passed by the sole arbitrator, the same shall be subject to the exclusive jurisdiction of the Courts of Meerut.

Signed on behalf of
Dr. Bhatia Medical Coaching

~~Institute Pvt Ltd~~
For Dr. Bhatia Medical Coaching Institute Pvt. Ltd.


Dr. Nachiket Bhatia
C.E.O


Dr. Bhatia Medical Coaching
Institute Pvt Ltd

Signed on behalf of
Swami Vivekanand
Subharti University


D.K. Saxena
Registrar

Seals of Institutions


Swami Vivekanand Subharti
University Meerut

In the presence of

1. 

1. 
Principal/Dean/Chief Medical Superintendent
Subharti Medical College
Chhatrapati Shriji Subharti Hospital
MEERUT

Date:21.10.2021

Place: Meerut