

తెలంగాణ तेलंगाना TELANGANA

Tran Id: 230701131218096822
Date: 01 JUL 2023, 01:19 PM
Purchased By:
KARTEEK ROUTHU
S/o MURALI MOHAN
R/o HYDERABAD
For Whom
DOCTUTORIALS EDU TECH PVT LTD

P. Randlug Paul AP 172698

P SANDHYA RANI
LICENSED STAMP VENDOR
Lic. No. 16-04-019/2013
Ren.No. 16-04-025/2022
H. NO. 8-2-238, ROAD NO.1,
BANJARA HILLS,
HYDERABAD-500034
Ph 8074691182

Agreement

This Agreement is made and executed on this 22nd July 2023 at Ahmedabad, by and between:

DocTutorials Edutech Private Limited having its office at 300A, MLA Colony, Road No-12, Banjara Hills, Hyderabad – 500034, a Company registered under the Provisions of Companies Act, 2013 (Hereinafter called the "**DocTutorials**" of the FIRST PARTY, which term shall mean and include all its representatives, successors, executors, administrators, and assignees etc.,)

AND

Smt. B. K. Shah Medical Institute & Research Centre, Vadodara represented by Dean Dr. Bakul Balchandra Javadekar (herein referred to as "College/Institute") shall mean and includes his/her successors and representatives as the 'SECOND PARTY'.

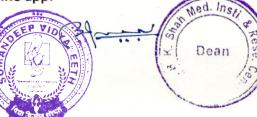
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WHEREAS the First Party is into Coaching for NEET PG, NEET SS aspirants and other entrance exams related to Medical Education. The medium of coaching would be digital namely videos, e-learning modules through online app.

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill, Piparia, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)

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Vice-Chancellor Sumandeep Vidyapeeth An Institution Deemed to be University

Vill. Piparia, Taluka: Waghodia. Dist. Vadodara-391 760. (Gujarat) **WHEREAS** the Second Party has approached the First Party in engaging DocTutorials services and products and has approached the First Party. The First Party having enough experience has accepted to deliver the same and deliverables to the Second Party are as below.

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ENGAGEMENT

The college/Institute hereby engages DocTutorials to be an online teaching and learning facilitator for NEET PG to the second party. DocTutorials will thereby fulfil the role and responsibilities as setout herein, in accordance with the terms of this Agreement and the College/Institute hereby accepts such engagement on the terms and conditions described herein.

2. Obligations of DocTutorials:

- (a) All the students will be given the access to the app from the backend once DocTutorials receives the student details and the payment. Students can download and access the application and its content from anywhere.
- (b) DocTutorials will provide app support and 24 x 7 helpline to attend and clarify all technical and functional aspects of the app and ensure that the app services are functional 24 x 7
- (c) Features of DocTutorials application
 - All MCQs, Image based and Video based questions (17,000+) of new NEET PG pattern (clinical case scenario-based questions)
 - Videos (1000+ hours) for subjects of respective year of study.
 - Soft copy notes for all the lectures. Students can watch video while reading notes on the app.
 - Test Series, Grand Test & Mock Test
 - Monthly subject quizzes
 - Flashcards, to help retain high yield topics
 - Live sessions with top faculty
 - Discussion on previous year NEET PG, INICET & FMGE question papers
 - Available on Android, iOS (phones and tablets)
 - All this, for a period of 1 year from the date of beginning
 - DocTutorials will give students of 1st Year, Online access of 3 following subjects:
 - Anatomy, Biochemistry, Physiology

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DocTutorials will give students of 2nd Year, Online access to 6 following subjects:

 Anatomy, Biochemistry, Physiology, Pathology, Microbiology, Pharmacology

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DecTutorials will give students of 3nd Year, Plan DOC A (Q Bank, Test Series of all 19 Subjects)

Vice-Chancellor Sumandeep Vidyapeeth

An Institution Deemed to be University Vill. Piparia, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)

3. Obligations of College/Institute:

- (a) The college shall guarantee a minimum of 250 students from 1st Year students, 250 students each from 2nd Year and 150 from 3rd Year. The price per student is INR 3000/- for 1st Year students, 4500 for 2nd Year students and 4500 for 3rd Year students. 18% GST applicable extra.
- (b) The Total amount for the medical college is INR 25,50,000+ 18% GST.

4. Payment:

- a) The payment will be made in a single tranche to the First party by the Second party as per point no. 3 of this agreement.
- b) The students will be given the access to the app once the payment is released by the College/Institute

5. Confidentiality

The College/Institute will, during the continuance of this Agreement and thereafter, observe strict secrecy as to the Confidential Information and will not, either during the continuance of this Agreement or thereafter, divulge such Confidential Information to any person without the prior written consent of the DocTutorials.

- 6. Nothing contained in this clause will apply to:
 - a. information that is in the public domain;
 - b. information which was known to the College/Institute prior to disclosure of such information by the DocTutorials; or
 - c. information which the College/Institute is under a legal obligation to disclose to a court of law or other statutory/regulatory authority in which case, the College/Institute will:
 - immediately notify DocTutorials of the existence, terms and circumstances surrounding such requirement of disclosure,
 - ii. consult DocTutorials as to the proposed form, nature and purpose of the disclosure, and
 - iii. Co-operate with DocTutorials on the taking of any legally available steps to resist or narrow the scope of the requested disclosure that DocTutorials may consider appropriate.
 - d. Return of Confidential Information: Upon DocTutorials' written request, the College/Institute will (a) return to DocTutorials any Confidential Information in the possession of the college/institute; and (b) immediately cease the use of any Confidential Information

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Maranet 30/11/2023

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
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Dist. Vadodara-391 760. (Gujarat)

7. Amendment to the Agreement

The obligation of the First Party and Second Party have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

8. Period of Validity

- a) This agreement shall be initially valid for a period of 3 (Three) year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.
- b) The rates which are mentioned in Point 3 of the agreement are applicable for Year 1. The rates for Year 2 and Year 3 will be finalized by the end of the year 1 with a mutual agreement by both the parties.

9. Termination of Agreement:

- a. In the event of a breach of this Agreement by the other Party or where such breach is capable of cure and such breach has not been cured within 90 (Ninety) days from issuance of notice intimating such breach.
- b. The college/institute can terminate the agreement only in the months of October, November and December of each calendar year.

10. FORCE MAJEURE

Neither Party will be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of the Services to the other resulting, directly or indirectly, from any weather conditions, natural disasters or other acts of God or action of any governmental or military authority, civil unrest or commotion, fire, arson, terrorist act, etc.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be governed by and construed in accordance with the laws of India. Subject to Clause 13 below, the courts at Hyderabad, India will have exclusive jurisdiction over matters arising from this Agreement.

12. All disputes or claims arising out of or in connection with this Agreement, including any questions regarding the interpretation, breach or validity of its provisions or its termination and/or any contractual obligations arising out of or in connection with this Agreement ("Dispute"), will be referred to arbitration in accordance with the Arbitration Act, 1996 before a sole arbitrator appointed on mutual consent. The place of arbitration

Attes will be Tryderabad and the language of the arbitral proceedings will be English. The award will be final and binding on the Parties and may be entered and enforced in any Court

arang having junisdiction at Hyderabad, India.

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Vice-Chancellor Sumandeep Vidyapeeth An Institution Deemed to be University Vill. Piparia, Taluka: Waghodia. Dist. Vadodara-391 760. (Gujarat)

IN WITNESS WHEREOF, 'FIRST PARTY' and 'SECOND PARTY' have caused the

Agreement to the executed at the place and on the day and year first above written in the presence of:

For DocTutorials (a Unit of DocTutorials Edutech Pvt. Ltd)

For-Smt. B. K. Shah Medical Institute & Research Centre, Vadodara

Hyderabad

Represented by: -Mr. Karteek Routh Director

Represented by: -

Dr. Bakul Balchandra Javadekar Dean

Witness 1: Hymawat.

Dr. Mahawir Rajput

Witness 2:

2: Pleastrain (Dr. Dinestran)

Dean

Attested CTC

Vice-Chancellor Sumandeep Vidyapeeth An Institution Deemed to be University Vill. Piparia, Taluka: Waghodia. Dist. Vadodara-391 760. (Gujarat)