



सत्यमेव जयते

INDIA NON JUDICIAL

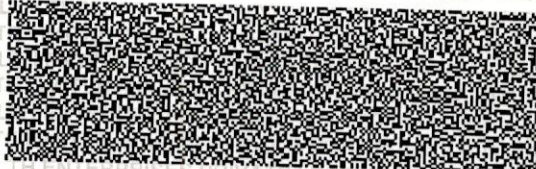
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA89868804135466X
 Certificate Issued Date : 25-Mar-2025 12:12 PM
 Account Reference : NONACC (FI)/ kakscsa08/ MURUGESH PALYA1/ KA-SV
 Unique Doc. Reference : SUBIN-KAKAKSCSA0807184205020351X
 Purchased by : MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
 Description of Document : Article 2(B) Administration Bond - In any other case
 Property Description : CONTRACT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
 Second Party : DOCTOR
 Stamp Duty Paid By : MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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MEDICAL PROFESSIONAL SERVICES AGREEMENT

This Medical Professional Services Agreement (hereinafter referred to as the "Agreement") is signed on this **1st day of April, 2025.**

BY AND BETWEEN

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED, a company incorporated and registered under the provisions of Companies Act, 1956, having its registered office at "**The Annexe**", #98/2, **Rustom Bagh, HAL Airport Road, Bengaluru - 560 017** (hereinafter referred to as "**Company**"), for the benefit of its hospital "**Manipal Hospital, Old Airport Road**" situated at #98, **Rustom Bagh, Old Airport Road, Bengaluru - 560 017** (hereinafter referred to as the

PS-FFS 2021-22

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Manipal Health Enterprises Pvt Ltd

Consultant

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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[Handwritten signature]

"Primary Hospital"), represented by its authorized signatory, **Dr. Manish Rai** (The expression **"Company"** and **"Primary Hospital"** shall, where the context admits, include its successors and assigns) of the One Part;

AND

Dr. H Sudarshan Ballal, S/o , **Shri Sanjiva Hegde B**, aged about **70** years, having permanent residence at # **72, Lavelle Road, Bengaluru - 560001** and present address at # **72, Lavelle Road, Bengaluru - 560001** , Karnataka Medical Council No. **15096** (hereinafter referred to as the **"Consultant"**, which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her heirs administrators, executors, successors, assigns or any person claiming through or under him/her) of the Other Part.

The terms **"Company"**, **"Primary Hospital"**, and the **"Consultant"** are hereinafter referred to individually as a **"Party"** and collectively as **"Parties"**.

WHEREAS:

A. The Company is engaged in providing healthcare services and requires qualified medical practitioners/professionals to render healthcare services.

B. The Consultant has represented to the Company that he/she has the requisite knowledge, expertise, experience, skill, and license to render the requisite medical professional services, and based on the said representation, the Company wishes to appoint the Consultant as per the terms and conditions contained hereinafter.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Applicability

1.1. This Agreement is being entered into by the Company for itself, and on behalf of its group companies, sister concerns, parent, subsidiaries, joint collaborations, joint ventures, associates (hereinafter **"Group Companies"**), as the case may be, as more fully detailed under Schedule to this Agreement.

1.2. The Consultant shall render his/her Services (*defined herein below*) at the Primary Hospital. In addition, upon receipt of a written invitation from any Network Hospital(s), the Consultant shall render his/her Services at the Network Hospital(s) as per the terms and conditions of this Agreement and the said invitation letter.

1.3. Unless otherwise stated in writing and wherever the context permits, the provisions applicable to the Primary Hospital under this Agreement shall also apply to the Network Hospital(s).

2. Designation, Type of Engagement, Specialty, and Privileges

2.1. The Consultant shall have such designation, type of engagement, work in such specialty and shall have such privileges as more fully set out in the Schedule to this Agreement and in addition, the Consultant on need basis shall also provide the following Services (collectively referred to as **"Services"**):

2.1.1. Rendering an expert opinion or peer reviews on any subject matter within the specialty of his/her proficiency;

2.1.2. Auditing of medical treatment, adherence to statutory and other protocols for accreditation, quality implementation programs, etc.;



2.1.3. Taking part in all community medical care activities;

2.1.4. Imparting necessary training to the junior medical and paramedical staff as needed from time to time;

2.1.5. In general, providing such other services which are incidental or ancillary to the performance of the Services effectively.

3. Professional Fee

3.1. In consideration of the Consultant rendering Services under this Agreement, the Primary Hospital shall pay the Consultant an all-inclusive fee (hereinafter referred to as the "**Professional Fee**") as more fully detailed under Schedule to this Agreement. The Professional Fee shall be paid to the Consultant every month, provided the Consultant updates the medical records, consent forms, statutory requirements etc., according to the prevalent policies.

3.2. All earnings of the Consultant for rendering Services either at the Primary Hospital or Network Hospital(s) shall be paid to the Consultant from the Primary Hospital to which he/she is attached.

3.3. Affiliation fee/charges as laid down by the Primary Hospital or Network Hospital(s) from time to time shall be deducted from the Consultant's earnings before calculating the Professional Fee. Discounts and concessions, if any, offered to the patients shall be deducted proportionately from the Professional Fee payable to the Consultants.

3.4. The Professional Fee shall be calculated based on the earnings of the Consultant. However, if the professional earnings of the Consultant are not recovered from the patient(s)/payor(s), the same shall be proportionately adjusted against the final Professional Fee payout as per the prevalent policy of the Primary Hospital and Network Hospital(s) respectively.

3.5. All the payments shall be subject to deduction of applicable tax at source as per the Income Tax Act, 1961. GST, if applicable, shall be extra subject to the Consultant raising an invoice.

4. Obligations of the Parties

4.1. The Consultant shall:

4.1.1. Participate in continuing medical education programs as per the guidelines laid down by the National Medical Commission of India and/or any regulatory/statutory bodies and audits conducted by the Primary Hospital from time to time;

4.1.2. Submit copies of the certificates supporting his/her name, age, address, qualification, experience, license to practice medicine, and such other documents as may be requested by the Primary Hospital immediately upon execution of this Agreement for records. The Consultant shall ensure that he/she shall obtain and maintain all applicable licenses and approvals as required to render Services during the Term of this Agreement;

4.1.3. Be required to spend such amount of time at the Primary Hospital as may be required for satisfactory discharge of the Consultant's duties and obligations;

4.1.4. Attend to and be responsible for medical management, investigations, treatment, pre and post-operative care, discharge, follow-up for all patients admitted under his/her care and supervision in accordance with the privileges granted and updated from time to time. The Consultant shall inform the Primary Hospital of any absence and ensure that a suitably qualified doctor attached to the Primary Hospital agrees to take care of and attend to the Consultant's patients during such absence. The Consultant shall inform any prolonged



absence in advance to the Unit Head/Hospital Director and Unit Head of Medical Services/Chief of Clinical Services/Medical Superintendent of the Primary Hospital to enable continuity of Services & patient care;

4.1.5. Ensure that drugs, prosthesis, implants, consumables, and medication prescribed to the patients shall be in accordance with the prevalent hospital formulary, drug, and hospital antibiotic policies;

4.1.6. Ensure that for diagnostic tests, patients are referred only to the Primary Hospital or Network Hospital(s), if available, unless otherwise approved by the Primary Hospital or Network Hospital(s);

4.1.7. Maintain patient records, including but not limited to patient history, diagnosis, treatment, documents pertaining to research in such form and format including electronic record/form as per the prevalent Company's medical record policy and applicable laws in force;

4.1.8. Practice only approved form of medicine using an evidence-based approach and assure good quality and appropriate standard of care while rendering Services in compliance with applicable laws and prevalent Company policies;

4.1.9. Adhere to all applicable laws, rules, regulations, policies, and guidelines, including but not limited to guidelines laid down under the Indian Council of Medical Research, National Medical Commission Act, 2019, Code of Medical Ethics, National Accreditation Board for Hospitals and Healthcare Providers, National Accreditation Board for Testing and Calibration Laboratories, Company's Code of Conduct, Whistleblower Policy and Policy for the Prevention of Sexual Harassment, etc.;

4.1.10. In the event the Consultant wishes to undertake clinical research/trials, then adhere to all the applicable laws and guidelines laid down under the Clinical Trials Rules, 2019, Drugs and Cosmetics Act, 1940, National Medical Commission Act, 2019, etc.

4.2. The Primary Hospital shall:

4.2.1. Provide necessary paramedical, administrative, support staff and all necessary infrastructure reasonably required by the Consultant to render Services at the Primary Hospital;

4.2.2. Obtain and maintain medical malpractice insurance coverage for an adequate sum for the Services rendered by the Consultant within the Primary or Network Hospital(s). Notwithstanding this insurance coverage, it is advisable that the Consultant also obtains and maintains his/her own medical malpractice insurance policy;

4.2.3. Provide necessary medical and other equipment owned or leased by the Primary Hospital (hereinafter referred to as "**Hospital Assets**") for the due performance of the Services. The Consultant shall prudently utilize Hospital Assets only for rendering Services (authorized purposes) and assures that the same shall not be used for any other purpose. In the event of loss, theft, damage, or destruction of the Hospital Assets, the Primary Hospital shall investigate and take appropriate action in case of negligence or mishandling of the Hospital Assets by the Consultant;

4.2.4. Provide ancillary services such as radiology, laboratory, pharmacy facilities, etc., as may be required by the Consultant for rendering Services. However, this obligation shall not apply in the cases where the service required to be rendered to the patient will not be available at the Primary Hospital.



5. Term and Termination

5.1. This Agreement shall be effective from such Start Date and shall be valid until the End Date as more fully detailed under Schedule to this Agreement. Upon expiration of the Term, the Parties may renew this Agreement for such period and on such terms and conditions as may be mutually agreed upon in writing. Unless otherwise agreed in writing by the Primary Hospital, this Agreement shall stand cancelled in case the Consultant does not commence Services on the Effective Date.

5.2. Either Party shall have a right to terminate this Agreement without assigning any reason by giving a prior written notice of **02 (Two) months** to the other Party. However, the Primary Hospital shall have a right to terminate this Agreement forthwith without having to pay the Consultant any money in lieu thereof and without incurring any liability whatsoever (i) if the Consultant is in breach of any of the terms and conditions of this Agreement; or (ii) any information/declaration given by the Consultant is found to be incorrect, false or misleading; or (iii) if the Consultant has concealed any information which may have a bearing on his/her relationship with the Primary Hospital or which information the Consultant ought to have revealed to the Primary Hospital; or (iv) in the interest of protecting Confidential Information.

5.3. Upon termination or expiration of this Agreement, the Consultant shall:

5.3.1. Ensure that the inpatients who are handled and under his/her care are either discharged or transferred to other nominated/substituted Consultant at the Primary Hospital along with the case history, patient medical records, treatment details, etc.;

5.3.2. Return all Confidential Information, Hospital Assets, patient health records/information and any other data and records of any kind and copies thereof, created on any medium and furnished to, obtained by, or prepared by the Consultant in the course of or incident to his/her engagement that are in his/her possession or under control, without retaining any copy in any form whatsoever except as required by the applicable laws.

5.3.3. The Consultant shall ensure that the clinical/regulatory aspects of the Services rendered during the Term shall be attended to even after the termination or expiration of this Agreement. Further, the Consultant shall extend necessary support to prosecute and defend any legal proceedings initiated by/against the Primary Hospital, and similarly, the Primary Hospital shall extend necessary support to the Consultant to prosecute and defend any legal proceedings initiated by/against him/her. However, the Consultant shall not enter into any compromise and shall refrain from doing any acts or omissions that may jeopardize legal proceedings without seeking prior written approval of the Primary Hospital.

5.3.4. The expiry or termination of this Agreement shall not prejudice any rights and obligations of the Parties that may have accrued prior thereto.

6. Intellectual Property

6.1. The Intellectual Property shall mean and include any and all trademarks, service marks, copyrights, trade secrets, patents, and data rights, whether capable of being registered or not, in India or abroad, which are conceived, developed, or created by the Consultant and which relate to the Company and/or Primary Hospital's current business or activities. All right, title, and interest in and to all Intellectual Property shall be held and owned solely by the Company and shall be deemed to be work made by the Consultant for hire.

7. Confidential Information

7.1. For the purpose of this Agreement, the term "**Confidential Information**" shall be deemed



to be all information howsoever furnished or supplied or caused to be furnished or supplied to the Consultant or obtained or received or accessed by the Consultant from the Company/Primary Hospital or its patients in oral, written or any other form including but not limited to the information which is of a technical, medical, commercial, legal or financial nature pertaining to the business or operations of the Company/Primary Hospital, its patients and other persons with whom the Company/Primary Hospital has financial, legal or commercial dealings. The Consultant hereby undertakes and covenants at all times during the Term and thereafter, to hold in the strictest confidence and not to use, disclose, remove or transfer whether directly or indirectly, to any person, firm or corporation, any Confidential Information, unless otherwise agreed in writing by the Company/Primary Hospital or required by law. This clause shall survive the termination or expiration of this Agreement for a period of 5 (Five) years from the date of such termination or expiration.

8. Indemnity

8.1. The Consultant hereby indemnifies and shall keep fully indemnified and harmless the Primary Hospital and its directors, officers, and employees, from and against all and any claims, demands, losses, damages, and expenses and proceedings whatsoever, arising from or on account of the implementation of this Agreement or any breach or non-compliance thereof by the Consultant, or otherwise arising from any act or omission on the part of the Consultant, whether willful or not.

9. Non-Compete

9.1. The Consultant shall not solicit or entice any employee of the Primary Hospital to leave the employment of the Primary Hospital.

10. Governing Law and Jurisdiction

10.1. This Agreement shall be governed by the applicable laws of India and in case of any dispute arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of courts where the Primary Hospital is located.

10.2. All or any unresolved disputes between the Parties with regard to the meaning, construction, and implementation of this Agreement which cannot be resolved amicably within 15 days between the Parties either by mediation or conciliation, then, the same shall be resolved by submitting such dispute/s to the Arbitration of a sole Arbitrator to be mutually nominated in writing by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or as amended from time to time. The seat of Arbitration shall be the place where the Primary Hospital is located, and the Arbitration proceedings shall be held in the English language. The Parties agree that the decision of the Arbitrator shall be final and binding on the Parties.

11. Miscellaneous

11.1. Notices: Any notice required to be given hereunder or pursuant to law shall be sufficient if it is in writing and if and when it is hand-delivered or sent by registered mail to the address mentioned in the cause title or any other address as may be notified by the Parties from time to time.

11.2. Independent contractor: It is agreed between the Parties that the Consultant is not an employee of the Company, and the relationship between the Parties under this Agreement is strictly on a principal-to-principal basis.

11.3. Entire Agreement: This Agreement, including the Schedule/s hereto, and those documents expressly referred to herein constitute the entire agreement of the Parties and



supersedes all oral negotiations, prior agreements, arrangements, and understandings of any sort whatsoever relating to the subject matter hereof (including, without limitation, fees and other compensation).

11.4. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

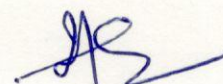
11.5. Waiver: The failure, with or without intent, of any Party to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as or be deemed to constitute a waiver of such right of such Party.

11.6. Force Majeure: Notwithstanding anything to the contrary herein contained, nothing herein shall apply if either Party is prevented from discharging its obligations hereunder due to any cause arising out of or related to any Act of God, of State, war, riot, civil commotion, terrorism, strikes, epidemic, pandemic, or any order of any governmental, semi-governmental or local authority.

11.7. Modification: No modification, amendment, or variation of this Agreement will be effective or binding on the Parties unless it is written and signed by both Parties.

11.8. Assignment: The Consultant shall not assign or otherwise transfer any rights or duties under this Agreement to any other Party without the prior written consent of the Primary Hospital.

11.9. Counterparts: This Agreement may be executed in two counterparts, both of which shall constitute one document, and each Party to the Agreement shall be entitled to retain one counterpart of the Agreement.



SCHEDULE

Part A – Term

1. Start Date: 1st April 2025
2. End Date: 31st March 2027

Part B – Designation, Type of Engagement, Specialty, and Privileges

1. Designation: Consultant
2. Type of Engagement: Fee Sharing
3. Specialty: Nephrology
4. Privileges: The Consultant shall have privileges to provide inpatient, out-patient, diagnostic, and emergency services as may be required from time to time. Your privileging for Clinical Services shall be the same as agreed in the Principal Agreement.

Part C - Professional Fee

1. The Primary Hospital shall pay the Consultant per month a fee based on the total consultation/professional fees earned by the Pool of Consultants at the Primary Hospital and Network Hospital(s). **100%** of such consultation/ professional fees after deduction of deduction of Affiliation Charges and other charges laid down by the Primary Hospital and Network Hospital(s) shall be paid to the Pool of Consultants at the end of the month basis the sharing instruction as decided and submitted by the Pool of Consultants. Pool of Consultants for the above purpose shall mean all Consultants of **Nephrology** Specialty.

Part D - Group Companies

1	Parent Company ▪ Manipal Health Enterprises Pvt Ltd
2	Subsidiaries ▪ M/s Manipal Hospitals (Jaipur) Pvt Ltd ▪ M/s Manipal Hospitals (Dwarka) Pvt Ltd ▪ M/s Manipal Hospitals Pvt Ltd ▪ M/s Manipal Hospitals (Bengaluru) Pvt Ltd ▪ M/s Health Map Diagnostics Private Limited ▪ Any other future subsidiaries of Manipal Health Enterprises Pvt Ltd

Part E - Network Hospitals

1	Manipal Health Enterprises Private Limited ▪ Manipal Hospital - Old Airport Road, Bangalore ▪ Manipal Hospital - Malleshwaram, Bangalore ▪ Manipal Hospital - Whitefield, Bangalore ▪ Manipal Hospital - Jayanagar, Bangalore ▪ KMC Hospital – Mangalore, Karnataka ▪ Manipal Hospital - Goa ▪ Manipal Hospital – Jaipur, Rajasthan ▪ Manipal Hospital – Salem, Tamilnadu
2	M/s Manipal Hospitals (Jaipur) Pvt Ltd ▪ Manipal Hospital, Guntur, Vijayawada
3	M/s Manipal Hospitals (Dwarka) Pvt Ltd ▪ HCMCT Manipal Hospitals, Dwarka, Delhi (Joint Collaboration with MHDPL)



4	Manipal Hospitals Private Limited - Manipal Hospital - Yeshwanthpur, Bangalore - Manipal Hospital - Hebbal, Bangalore - Manipal Hospital - Varthur Road, Bangalore - Manipal Hospital - Sarjapur, Bangalore - Manipal Hospital - Doddaballapur, Karnataka - Manipal Hospital - Mysore, Karnataka - Manipal Hospital - Gurugram - Manipal Hospital - Kharadi, Pune. - Manipal Hospital - Patiala, Punjab - Manipal Hospital - Ghaziabad, Uttar Pradesh - Manipal Hospital - Salt Lake - Manipal Hospital - Baner Pune
5	Manipal Hospital (Bengaluru) Private Limited Manipal Hospital- Millers Road, Bangalore
6	Any other hospital as may be acquired or managed or under collaboration by any of the Group Companies

The Consultant shall be entitled to practice in other clinical establishments also as mentioned herein below:

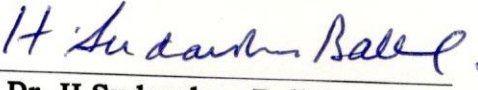
- 1.
- 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

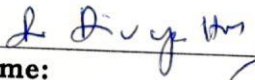
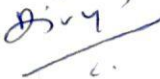
Executed by the Company

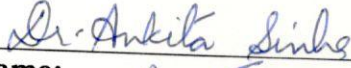

 Dr. Manish Rai
 Zonal Director

Executed by the Consultant


 Dr. H Sudarshan Ballal

Witnesses

1. 
 Name: _____
 Address: 

2. 
 Name: _____
 Address: 