

APOLLO HOSPITALS ENTERPRISE LIMITED

CIN: L85110TN1979PLC008035



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as the "MOU") is entered into on this the 1st day of Sep 2026.

BY AND BETWEEN

Navi Mumbai Sports Association registered under the — Act with PAN Number: AAATN0457A having its registered office at VASHI, India, represented by its authorized representative Dilip Nayek 773880706 (hereinafter referred to as "Association" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Affiliates, legal representatives, successors, and permitted assigns) of the **FIRST PART;**

AND

Apollo Hospitals Enterprise Ltd, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 19 Bishop Gardens, Raja Annamalai Puram, Chennai 600028, and place of healthcare facility at Navi Mumbai, represented by its authorized representative Prakash W 996755614 (hereinafter referred to as "Apollo", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries, affiliates, representatives and permitted assigns) of the **SECOND PART;**

"Association" and "Apollo" individually referred to as "Party" and collectively "Parties".

WHEREAS:

- A. The Association is a residential community with about 7000 residents in the complex.
- B. Apollo is engaged inter-alia in the field of providing integrated healthcare services through the management and operation of various hospitals, clinics and treatment centers across India.
- C. The Parties desire to enter into an MOU, wherein Apollo shall conduct health-awareness programs and drives from time to time, and the Association shall provide necessary support/permission for Apollo to conduct such campaigns from time to time, per the terms set out herein ("Community Health Community Health").
- D. The Parties desire to memorialize certain terms and conditions of their anticipated endeavor.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. TERM

- 1.1. This MOU shall commence from the date of signed and unless extended or terminated earlier in accordance with the provisions of this MOU, will continue for a period of one year unless and otherwise terminated earlier per the terms herein.
- 1.2. If Parties intend, this MOU shall be renewed in writing for a further period of one year on such terms and conditions as the Parties may mutually agree upon in writing.

2. SCOPE OF COMMUNITY HEALTH:

2.1. The Parties agree to work together in a cooperative and coordinated effort so as to give effect to the Community Healthcare service.

2.2. Apollo's Scope:

2.2.1. Apollo may display service related and health awareness materials in the premises of the Association, at the designated spots.

2.2.2. Apollo may conduct health camps, screenings, and awareness sessions in the premises from time to time.

2.2.3. Apollo may conduct basic health checkups and should any of the residents, Office Staff, Housekeeping Staff & Security Guards of the Association visit the designated hospitals of Apollo as may be intimated by the Apollo team during such Programme for availing any benefits / discounts, the Beneficiary shall provide the relevant coupon/card at the hospital's admission counter. The nature of services and benefits to the Beneficiary are more fully described in Annexure-A.

2.2.4. The Association shall not be responsible or liable for any payments payable by the Beneficiary under this Agreement.

2.2.5. All payments for any specific services availed by the Beneficiaries during the Programme and/or at the hospitals of Apollo shall be directly made to Apollo. The Beneficiary shall be eligible to avail in-patient services at the Hospital at discounted rates in accordance with the Hospital's prevailing tariff, subject to direct payment by the Beneficiary.

2.3. Association's Scope:

2.3.1. The Association shall permit Apollo to put up/display Materials in designated spots within the premises of the Association, from time to time.

2.3.2. The Association shall not misuse the Materials provided/displayed by Apollo for any reason whatsoever and the removal/ disposal of the said Materials

2.3.3. The Association shall permit to conduct healthiness drives / Programme and necessary space for conducting the program, from time to time.

2.3.4. The Association may inform to Beneficiaries about the Healthcare program and the Apollo's name shall not be used other than the fulfilment of obligation under this agreement.

2.4. The Parties agree and confirm that neither Party shall have any financial obligation to the other Party.

2.5. During the Term, if the Association proposes to enter into any arrangement similar in nature to this Agreement with any third party, the Association shall first offer Apollo a right of first refusal to enter into such arrangement on terms no less favorable than those proposed to such third party. Apollo shall have 30 days from receipt of written notice of such proposed arrangement to accept or decline the same in writing.

3. COVENANTS AND WARRANTIES

3.1. The Association represents warrants and covenants as follows:

3.1.1. It shall provide all necessary support (including providing space, equipment etc.) and assistance to Apollo to conduct the Programme;

3.1.2. The Benefits under this MOU will not be applicable for availing the healthcare service under medical insurance policy or any other mode and are subject to the specific terms as may be intimated by Apollo from time to time.

3.1.3. It agrees and accepts that the terms herein are non-binding in nature

3.1.4. It has all the regulatory, legal and other authorizations to carry on the activities and to execute this MOU in accordance with applicable laws and that execution and performance of this MOU does not and will not conflict with any other obligations to any third party.

3.2. Apollo represents and warrants as follows:

3.2.1. It has the corporate, regulatory authorizations to execute this MOU.

3.2.2. On a best effort basis, it shall conduct Programme in the premises of the Association, and

3.2.3. It shall conduct Programme(s) relevant to the age of the Beneficiary.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. The Association agrees and accepts that all intellectual property of Apollo shall solely belong to Apollo, and it shall not use the brand name and/or materials/ intellectual property of Apollo during or post the Term, without the prior written consent of Apollo.

5. CONFIDENTIALITY

5.1. “**Confidential Information**” means the non-public, technical and non-technical, confidential or proprietary technical or business information of the Parties, including but not limited to information relating to the patients, policies, personal data, medical reports/records of the patients, investigational reports.

5.2. The Parties shall maintain confidentiality of all Confidential Information, exchanged between them for the purpose of fulfilling their obligations under this MOU. Such confidentiality obligations shall remain in effect throughout the Term of this MOU and shall survive its expiration or termination in perpetuity.

5.3. Upon the expiration or earlier termination of this MOU, each Party shall, within ten (10) days following receipt of written notice from the other Party, promptly return or, at the disclosing Party's written election, destroy all documents, materials, records, and other tangible items in its possession, custody, or control that contain or embody any Confidential Information of the other Party.

5.4. Each of the Parties shall comply with necessary data protection laws as may be applicable.

6. TERMINATION

6.1. Either Party shall have the right to terminate this MOU with immediate effect, if the other Party breaches any material terms of this MOU, and such failure continues unheeded for a period of fifteen (15) calendar days following receipt of written notice of such failure or,

6.2. Notwithstanding anything above, either Party may also terminate this MOU at any time by giving 30 (thirty) days prior written notice to the other Party at its last known address with or

without assigning any reason stating its intention to terminate the MOU and the MOU shall stand terminated after the expiry of such notice period.

- 6.3. Obligations of the Parties relating to intellectual property rights and confidentiality as contained in this MOU shall survive the expiration or termination of the MOU. Upon termination, the Association shall return all the Materials to Apollo and cease to reference Community Health with any third parties.

7. MISCELLANEOUS

- 7.1. **Exclusion of Liability:** Neither Party shall be liable for any indirect, special, loss of profits or business, consequential liability arising out of or connected with this MOU.
- 7.2. **Amendment:** Any amendment or variation of the terms of this MOU shall be valid only if mutually agreed upon and executed in writing by or on behalf of both the Parties.
- 7.3. **Severability:** If any, provision, covenant, or condition of this MOU is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless the removal of that provision results in a material change to the MOU.
- 7.4. **Dispute Resolution:** Any disputes or claims relating to this MOU shall be settled by Arbitration, in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties. Place of arbitration shall be conducted in English language.
- 7.5. **Governing law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. Subject to arbitration, the adjudication of any dispute will be the exclusive jurisdiction of the courts of Navi Mumbai. This clause shall survive termination of this Agreement.
- 7.6. **Force Majeure:** Neither party shall be held liable for any failure or delay in the performance of its obligations under this contract due to events beyond its reasonable control, including but not limited to natural disasters, acts of government, war, strikes, or other unforeseeable events ("Force Majeure"). In the event of a Force Majeure, the affected party shall notify the other party as soon as possible and shall make reasonable efforts to resume performance.
- 7.7. **Entire MOU:** The Parties acknowledge and agree that this MOU, including the Annexures attached hereto, constitutes the complete and entire statement of all terms, conditions and representations of the MOU with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed and delivered by their proper and duly authorized officers as of the date first above written

For and on behalf of

For and on behalf of

Association Name NAVI MUMBAI SPORTS ASSOCIATION

Apollo Hospitals Navi Mumbai

Name: DR. VIJAY R. PATIL
Designation: HDN. GEN. SECRETARY
Witness:



Name: Dr Kiran Shingote
Chief Executive Officer, Navi Mumbai
Witness:

Annexure A

Services & Benefits Apollo Hospitals Navi Mumbai

Exclusive Health Privileges

- ✓ 25% Discount on OPD - Consultation. All Investigations and Diagnostics (Excluding outsource).
- ✓ 10% Discount on all OPD procedure.
- ✓ 25% Discount on Apollo Hospitals Standard Health Checks excluding Apollo Personalised Health Checks.
- ✓ 10% Discount on total IP bill (excluding medicines, consumables, stents, implants, Outsource tests)
- Additional 5% discount for 55 years and above. (Only Cash/Debit Card/Credit Card Payment)
- ✓ In case of packages; e.g.: Angiography, Angioplasty, 5% Discount on package. Additional 5% discount for 55 years and above. (Only Cash/Debit Card/Credit Card Payment)

Payment terms:

- ✓ For cash / credit card / debit card paying patients only.
- ✓ The discount is applicable for office staff, housekeeping staff & security guards.
- ✓ The discount is applicable on current prevailing tariff of the hospital.

Health Awareness Programmes:

- ✓ Health Talks on matters related to the Heart, Brain, GI System, Emergency, Orthopaedics etc.
- ✓ Basic Health Screening Onsite.
- ✓ Adult Basic Life Support Training.

Privilege to Apollo

- ✓ Visibility to Apollo Hospitals through internal communication medium - sms, email, whats app, mailer, newsletter etc.
- ✓ Visibility to Apollo Hospitals as their 'exclusive Healthcare Partner' at all events, programmes, functions through stall, standee, branding, kiosk at minimal cost, sponsorship.