



प्रारूप एक  
FORM 1

निगमन का प्रमाण पत्र

## Certificate of Incorporation

सं०.851100DL2004PTC126416..... शक ..... 1925 - 1926.....

No. 851100DL2004PTC126416..... of ..... 2004 - 2005.....

में एतद् द्वारा प्रमाणित करता हूं कि आज .....डॉ. खन्नास पैथकेयर  
प्राइवेट लिमिटेड.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that .....**DR. KHANNAS PATHCARE**

**PRIVATE LIMITED**.....

is this day incorporated under the Companies Act., 1956 (No. 1 of 1956) and that  
the Company is limited.

मेरे हस्ताक्षर से आज ता० ..... 28 वैशाख, 1926..... को दिया गया।

Given under my hand at ..... **NEW DELHI** ..... this ..... **EIGHTEENTH**.....  
day of ..... **MAY**..... **TWO THOUSAND AND FOUR** .....



Sd/-

(विष्णू काटकर)

सहायक कम्पनी रजिस्ट्रार

ASST. Registrar of Companies

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL45700171113757T
Certificate Issued Date	: 03-Nov-2021 03:22 PM
Account Reference	: IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81460385770599007322T
Purchased by	: DR KHANNAS PATHCARE PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SANJEEVAN MEDICAL RESEARCH CENTRE
Second Party	: DR KHANNAS PATHCARE PVT LTD
Stamp Duty Paid By	: DR KHANNAS PATHCARE PVT LTD
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



Please write or type below this line.

### OUTSOURCING CONTRACT

This Contract is made and entered into at Sanjeevan Medical Research Centre Pvt Ltd, at address - 24, Ansari Road, Darya Ganj, Central, Delhi - 110002 on Date 1<sup>st</sup> Month June Year 2021, (hereinafter referred as Effective Date, between following two Parties:

**Dr.Khanna's Pathcare Pvt Ltd**, duly represented by its Managing Director Dr Sherry Khanna, hereinafter referred as Diagnostic Service Provider, having their office at A-43, HAUZ KHAS, NEW DELHI-110016 (First Party)

*Sherry Khanna*  
24/3/2021



**Dr. PREM AGGARWAL**  
M.B.B.S. M.D. D.N.B. (Medicine),  
D.N.B. (Cardio), P.H.D. Fellow (Cardio)  
D.M.C. No. 14720

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#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.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.

And

**Sanjeevan Medical Research Centre Pvt Ltd**, duly represented by its Managing Director Dr Prem Aggarwal, hereinafter after referred to as Client/ Hospital, having office and Hospital facilities at Address Sanjeevan Medical Research Centre PVTLTD, at 24, Ansari Road, Darya Ganj, Central, Delhi - 110002 (*Second Party*)

**Whereas...**

**First Party** is engaged in managing Medical Laboratory and Diagnostics Services, either directly or through association to various Hospitals, Nursing homes, Medical clinics etc and providing the services of conducting High Quality Laboratory investigations for its clients, who could be direct patients or Hospitals, Nursing home and other Laboratories.

And

**Second Party** is engaged in running reputed Sanjeevan Medical Research Centre PVTLTD at 24, Ansari Road, Darya Ganj, Central, Delhi – 110002 for its own patients,

**This Agreement Witnesses..**

- 1) **Validity Period:** This agreement comes into effect from Effective Date mentioned above, and initially valid for a period of One Years, with an option to extend the period, after mutual approval between both Parties
- 2) **Role of First Party,**
  - First party would manage outsourcing of Laboratory sample of Second party, located at Sanjeevan Medical Research Centre PVTLTD, Darya Ganj, 24, Ansari Road, Darya Ganj, Central, Delhi – 110002
  - a) Staff of First party would manage Pathology Laboratory at Sanjeevan Medical Research Centre PVTLTD of Second party at mutually acceptable timing by collecting and processing certain samples in above mentioned in-house Laboratory at Sanjeevan Medical Research Centre PVTLTD, while processing rest of samples at own mother Laboratory at A-43, Hauz Khas, New Delhi-110016.
  - b) First party shall get delivered *Test Reports* physically as well as electronically (Email & Web based) to Second Party, after mutually accepted Turn-around-time, as applicable on respective tests,



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- c) First Party would provide all Reagents & Controls for running of Laboratory at Sanjeevan Medical Research Centre PVT LTD.
- d) First Party will also provide *consumables* required for collection/processing of samples.
- e) First Party shall retain existing technical staff, as per requirement of execution of project.
- f) First party shall be responsible for Salaries & Supervisory control of its Doctors/Technicians, which are required to manage said laboratory.
- g) Ongoing training of Staff and monitoring of the systems and processes set up to minimize the human errors at in-house Laboratory
- h) Maintenance and running of Diagnostic machines provided to FIRST PARTY by SECOND PARTY, which shall be duly handed over back to SECOND PARTY, on completion of this Agreement
- i) To hand over existing old instruments, in working condition, after execution of present contract, to Second Party
- j) FIRST PARTY needs to manage two sample collection points inside Sanjeevan Medical Research Centre PVT LTD
- k) 30% Discount shall be given to Personal Samples of staff of Sanjeevan Hospita, which shall be shared between both parties
- l) To increase revenue, if FIRST Party brings sample from certain Doctors on Commission, same shall be duly shared by both parties.
- m) To submit Credit billing to SECOND PARTY every 15 days, which shall be cleared by SECOND PARTY in next one week.
- n) Monthly reconciliation of common escrow account by both parties by 5<sup>th</sup> of next month

### 3) Role of Second Party,



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1. To provide access to its Pathology Laboratory, along-with appropriate Air-conditioning, during entire period of Agreement.
2. To ensure that entire Pathology samples wrt patients, are exclusively sent for sample collection and processing at above-mentioned in-house Pathology lab only
3. To clear Credit bills submitted by FIRST PARTY at end of every 15 days, in next 5 days of submission
4. To increase revenue, if FIRST Party brings sample from certain Doctors on certain Commission, same shall be duly shared by both parties.
5. To submit Credit billing to SECOND PARTY every 15 days, which shall be cleared by SECOND PARTY in next one week

#### 4) INVOICING AND PAYMENT:

##### Revenue sharing wrt Patients of Second Party:

50% (First Party)-50%(Second Party)- Revenue sharing on basis of Receipts of clients/patients of Second Party, on basis of 15 day Credit billing by FIRST PARTY, which shall be cleared by SECOND PARTY in next one week

#### 5) ETHICS

Both parties should observe high level of professionalism and should abide with all medical ethics in all his/her activities

#### 6) TATs (TURN AROUND TIME):

First Party would strive to send reports of the clients/patients of Second party, but will not be responsible for delays due to circumstances beyond its control.

#### 7) CONFIDENTIALITY

Both Parties hereby undertake not to disclose and/or divulge to any person(s) and/ or Companies and or in any other way disclose:

*[Handwritten signature]*



- a. Any Secrets, affairs, confidential information about either party, their testing methods and marketing strategies etc and any other such other information that have come to their knowledge during the course of this agreement and / or dealings with each other vide above Agreement
- b. Any special and / or secret knowledge of processes developed by either Party

#### 8) ASSIGNMENT

Hospital shall not assign or transfer in full or in part any rights or obligations under this Agreement to any party.

#### 9) VIOLATION OF AGREEMENT

If either Party violates any of the Terms and Conditions as above, then other Party shall have right to proceed and recover any loss and / or damage caused to them due to the violation and to further proceed under the relevant laws and claim penalty damages,

Any dispute or difference arising out of this agreement shall be referred to the Sole Arbitration and an Arbitrator to be appointed by mutual consent of the parties. Further that the Award so passed by the said Arbitrator shall be binding upon both the parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act 1996.

Subject to and further for the purpose any interim orders to protect and preserve the rights of parties pending Arbitration proceedings, the courts in the city of Delhi shall have the jurisdiction.

#### h) MODIFICATION OF TERMS

On mutual consent of both parties

Signed, sealed and delivered, on Today, the 1<sup>st</sup> Date.....Month ,.....Year, by within named parties referred to above, on the day herein above first mentioned.



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For Sanjeevan Medical Research Centre PVT LTD

Signature Dr. PREM AGGARWAL  
M.B.B.S., M.D., D.N.B. (Medicine),  
D.N.B. (Cardio), P.H.D. Fellow (Cardio)  
D.M.C. No. 14720

Name Dr. PREM AGGARWAL

Designation Medi Director

Address 24 ANSARI ROAD DARYAGANJ  
ND - 110002

For Dr Khanna's PATHCARE Pvt Ltd

Signature [Signature]



Name DR. Siddhi Shetty Khanna

Designation DIRECTOR

Address A-43 HAUZ KHAS  
New Delhi 110016

Witness 1:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_