



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: U85190DL2011PTC391657

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s CYGNUS MEDICARE PRIVATE LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Haryana to the Delhi and such alteration having been confirmed by an order of Regional Director bearing the date 09/12/2021.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at New Delhi this Twenty third day of December Two thousand twenty-one.

DS DS MINISTRY  
OF CORPORATE  
AFFAIRS (GOVT  
OF INDIA)

KAMNA SHARMA  
DROC  
Registrar of Companies  
RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

CYGNUS MEDICARE PRIVATE LIMITED

1101, 11th Floor, Antriksh Bhawan,, 22 Kasturba Gandhi Marg, Connaught  
Place, New Delhi, Central Delhi, Delhi, India, 110001



**OPERATION & MANAGEMENT AGREEMENT**

**DATED [10/9/2021]**


**BETWEEN**

**DR. S.N. MALHOTRA HOSPITALS LLP (“LLP”)**

**AND**

**CYGNUS MEDICARE PRIVATE LIMITED (“CYGNUS”)**

13-9-21  
10/9/2021



For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)



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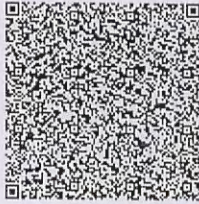
INDIA NON JUDICIAL

Government of Uttar Pradesh

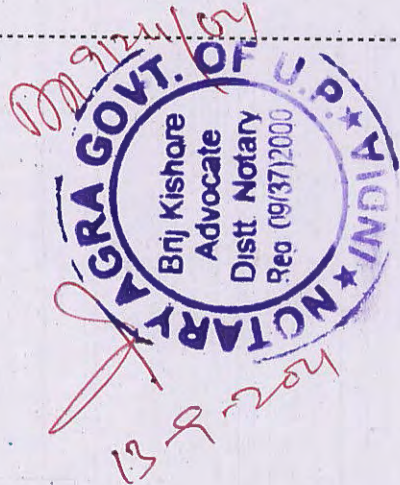
e-Stamp

ACC Name-Vikas Bansal  
Stamp Vender  
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E-Stamping ACC ID-UP14138804  
Tensil Sedar. AGRA

Certificate No. : IN-UP63775744146557T  
Certificate Issued Date : 13-Sep-2021 04:56 PM  
Account Reference : NEWIMPACC (SV)/ up14138804/ AGRA/ UP-AGR  
Unique Doc. Reference : SUBIN-UPUP1413880416436740596415T  
Purchased by : BRIJ KISHORE DISTRICT NOTARY AGFA  
Description of Document : Article 42 Notarial Act  
Property Description : FOR NOTARIAL TICKET  
Consideration Price (Rs.) :  
First Party : BRIJ KISHORE DISTRICT NOTARY AGFA  
Second Party : Not Applicable  
Stamp Duty Paid By : BRIJ KISHORE DISTRICT NOTARY AGFA  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



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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. 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.



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## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL09750174164510T
Certificate Issued Date	: 12-Aug-2021 01:51 PM
Account Reference	: IMPACC (IV)/ dl845303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84530316906520840885T
Purchased by	: Dr S N MALHOTRA HOSPITALS LLP
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Dr S N MALHOTRA HOSPITALS LLP
Second Party	: CYGNUS MEDICARE PRIVATE LIMITED
Stamp Duty Paid By	: Dr S N MALHOTRA HOSPITALS LLP
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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13-8-2021

Please write or type below this line.

This stamp paper is an integral part of the Operation and Management Agreement executed between the DR. S.N. Malhotra Hospitals LLP and Cygnus Medicare Private Limited on 10<sup>th</sup> September 2021.

For Dr. S.N. Malhotra Hospitals-LLP

*[Signature]*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP

*[Signature]*  
Partner

For Cygnus Medicare Private Limited

*[Signature]*  
(Director/Authorised Signatory)

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.thee-stamp.com/](http://www.thee-stamp.com/) or using e-Stamp Mobile App of State Mapping. Any discrepancy in the details on this Certificate and as available on the website or 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.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

“**Affiliate(s)**” with respect to a Person who is: (a) a juristic Person, shall mean any other Person who, directly or indirectly, Controls, is Controlled by or is under common Control with the first named Person; and (b) a natural Person shall mean: (i) any other Person who, directly or indirectly, is Controlled by or is under common Control with the first named Person, either singly or jointly with his Relatives; and (ii) any Relative of such first named Person, and a holding or subsidiary or associate company of any Person shall be deemed to be an Affiliate of that Person;

“**Agreement**” means this Operation and Management Agreement together with all its Schedules, as amended from time to time by mutual consent of the Parties in writing;

“**Ancillary Service Provider**” shall have the meaning ascribed to it in Article 11.2;

“**Applicable Law**” or “**Law(s)**” shall mean, with respect to any Person, all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, order, decree, judgments, regulations, notifications, treaty, guidelines, permits, principle of common law, any condition or term imposed under any permits and consents, arbitration award, approval, consents, policies, directions, clearance, requirement or other governmental approvals, or any restriction or condition, or any similar form of decision of or determination, application or execution by, or interpretation or pronouncement having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;

“**Arbitration Act**” means the Arbitration and Conciliation Act, 1996, the rules, regulations, notifications and clarifications prescribed thereunder, as now enacted or as amended from time to time and shall include any statutory replacement or re-enactment thereof;

“**Book Value**” shall mean the invoice value as reduced by the depreciation charged as per the Income Tax Act, 1961 to the assets from the date of invoice to the date of commencement of this agreement.

“**Business Day**” shall mean a day, other than national holidays, and Saturdays and Sundays, on which banks are open for normal banking business in Agra, Uttar Pradesh;

“**Common Areas**” means the areas and amenities on the Hospital Premises including the basement, pedestrian ways, service roads, landscaped area, areas designated for the keeping and collecting of refuse, fire staircase, sidewalks, driveways, service driveways, terraces, refuge areas, lifts and staircase, to which access would be required in relation to the Cygnus’s absolute, unrestricted, unencumbered, unfettered and exclusive use, enjoyment and possession of the Hospital Premises;

“**Competitor Entity**” shall mean any Person listed in Schedule E;



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

installed in the Hospital Premises, whether fixed or otherwise, to make it suitable for carrying out the Services; including counters, screens, sun blinds, geysers, telephones, flooring, cladding, carpeting, works partitions and paneling, doors, windows, storage cabinets, storage rooms furniture, modular furniture, civil works, steel works, interior signage, bathrooms, laboratories, overhead cable trays, fiber plant, ESD floor and work benches, fire detection and suppression sprinkler system for the entire area portable fire extinguishers, smoke detectors, heat detectors and fire alarms, sanitary and plumbing, access control system, close circuit television system, intruder alarm system, uninterrupted power supply system for operation theaters, server room, workstations; electrical works, lighting HVAC works (including insulation, ducting, precision HVAC systems); cafeteria, coffee counters, break rooms and entrance lobby infrastructure; external signage and audio/visual infrastructure; PBX system and cabling infrastructure (data and voice);

“Governmental Authority” shall mean any domestic or foreign national, state or local, statutory, regulatory or governmental authority, department, board, commission or instrumentality, tribunal or arbitrator, court, agency or official, having jurisdiction in the relevant matter and includes any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any securities exchange or body or authority regulating such securities exchange and includes any Taxation authority;

“Hazard” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of any Person in the Hospital Premises or to the environment in and around the Hospital Premises;

“Hospital” means the hospital located at A/3 Suraj Vihar Colony, NH-19, Nar Guru Ka Tal Gurudwara, Sikandra, Agra, Uttar Pradesh- 282007;

“Hospital Premises” shall mean and include all land, buildings, structures and common and open areas situated upon the parcel(s) of land where the Hospital is located, which is more particularly described and delineated in **Part 1 of Schedule A**, provided that the IVF Center shall be excluded from the definition of “Hospital Premises”. The plans and specifications of the Hospital Premises are provided in **Part 2 of Schedule A**, but shall not include the IVF Center;

“IVF Center” shall mean and include the following areas:

- (a) IVF center premises located at 4<sup>th</sup> (fourth) floor covering the entire left half side of the lift lobby;
- (b) Cabin of Dr. Narendra Malhotra and of Dr. R N Malhotra situated at the ground floor of the Hospital Premises;
- (c) Out Patient Department (“OPD”) situated at the ground floor of the Hospital Premises; and
- (d) Record (MRD) room containing historical medical records of patients situated in the basement area of the Hospital Premises.

“Losses” means any and all direct losses, actions, liabilities, penalties, settlements, damages, costs, fines, interest, and expenses (including, without limitation, reasonable expenses of attorneys, accountants and other necessary experts);

“Major Maintenance” means construction, maintenance or replacement of any civil work related to roof, ceiling, parapets, or any other foundational or structural aspect of the Hospital Premises;



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

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“**Competitor Entity**” shall mean any Person listed in Schedule E;



For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

"Confidential Information" shall mean:

- (a) any information disclosed by one Party (or its representatives) ("Disclosing Party") to the other Party(ies) (or its representatives) including the information concerning the organization, business, business methods, ideas, intellectual property, technology, trade secrets, know-how, finance, price, marketing development or manpower plans, customer lists or details, transactions or affairs of the Disclosing Party or its Affiliates;
- (b) any information whatsoever concerning or relating to (i) any dispute or claim arising out of or in connection with this Agreement; or (ii) the resolution of such claim or dispute;
- (c) any information or materials prepared by or for a Party, its Affiliates or its representatives that contain the term confidential or otherwise reflect information that is confidential in nature; and
- (d) the existence and terms of this Agreement;

"Control" (including with correlative meaning, the terms, "Controlling", "Controlled by" and "under common Control with"), with respect to any Person, shall mean the (a) acquisition or control of more than 50% (fifty percent) of the voting control / rights of such Person; or (b) right to appoint and/or remove all or the majority of the members of the board or other governing body of such Person; or (c) power to direct the management or exercise significant influence on the management and policies of such Person, whether obtained directly or indirectly and whether obtained by ownership of share capital, securities, the possession of voting rights, through contract or otherwise;

"Cygnus Fixtures and Equipment" shall have the meaning ascribed to the term in Article 2.8;

"Deed of Undertaking" shall mean the deed of undertaking signed on or about the date of this Agreement by and amongst Dr. Jaideep Malhotra, Dr. Narendra Malhotra, Malhotra Nursing and Maternity Home Private Limited, Dr. S.N. Malhotra Hospitals LLP and Cygnus Medicare Private Limited;

"Deed of Understanding" shall mean the deed of understanding signed on or about the date of this Agreement by and between Dr. S.N. Malhotra Hospitals LLP and Cygnus Medicare Private Limited;

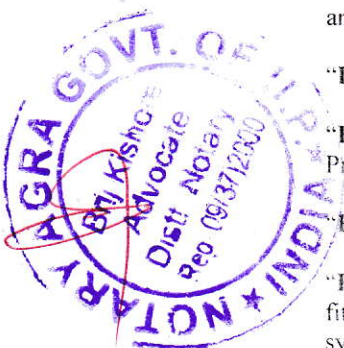
"Default Rate" means the interest payable at the rate of 18% (eighteen percent) per annum compounded monthly;

"Designated Partners" shall mean the designated partners of the LLP;

"Employees" mean all employees who are engaged or employed at the Hospital Premises, as specifically set out in Schedule D of this Agreement;

"Execution Date" means the date of signing of this Agreement;

"Fit-Out" means the alterations, additions, improvements, decorations, fixtures, fittings, medical and electrical devices, information technology and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. undertaken and



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
Director/Authorised Signatory

For Cygnus Medicare Private Limited  
*[Signature]*  
5  
(Director/Authorised Signatory)



“**Monthly Gross Revenue**” means the aggregate of all actual amount received during a calendar month derived from the Hospital Premises, including without limitation, income from both cash and credit transactions from the rental of rooms and operation theatre rentals, medical and diagnostic services, pharmacy operations and other outsourcing services and revenues received during a calendar month from outsourcing of any facility in the Hospital Premises, lease rentals from areas within the Hospital Premises, and food and beverage sales.

Further, for clarity, the Monthly Gross Revenue shall include:

- (a) All credit transactions of whatever nature for which payment of the outstanding accounts has been received during the calendar month, provided however that the LLP share in relation to such credit transactions will become payable by Cygnus to the LLP upon receipt of the same by Cygnus.
- (b) All cash transactions made but not invoiced by the Hospital in such period excluding any Tax levied by a Governmental Authority under Applicable Law except income tax as levied under Income Tax Act, 1961. Further, cash transactions primarily in the nature of advance deposits received from customers are included; and
- (c) All products sold or delivered or services rendered by the Hospital during such period which are paid during the calendar month excluding any Tax levied by a Governmental Authority under Applicable Law except income tax as levied under Income Tax Act, 1961;

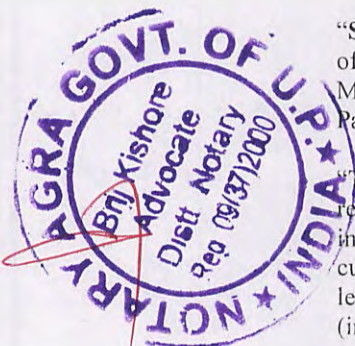
“**Permits and Consents**” shall mean all the licenses, permissions, approvals, clearances, permits, consents and registrations required to be obtained from any Governmental Authority in respect of the Hospital Premises and for the operation and functioning of the Hospital:

“**Person**” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, partnership, unlimited or limited liability company, joint venture, Governmental Authority, Hindu undivided family, trust, union, enterprise, organization or any other entity that may be treated as a person under Applicable Law;

“**Relative**” shall have the meaning ascribed to such term under the Companies Act, 2013 and the rules and regulations prescribed thereunder, as now enacted or as amended from time to time;

“**Statutory Benefit Plans**” shall mean and include all amounts accumulated in respect of transferred Employees in accordance with the Employees Provident Fund Miscellaneous Provisions Act, 1952, Employee State Insurance Act, 1948 and the Payment of Gratuity Act, 1972; and

“**Tax**” or “**Taxation**” means any and all form of direct and indirect taxes with reference to income, profits, gains, net wealth, asset values, turnover, gross receipts including but not limited to all duties (including stamp duties), central excise, customs, service tax, value added tax, goods and services tax (“GST”), charges, fees, levies or other similar assessments by or payable to a Governmental Authority (including any interest, fines, penalties, assessments, or additions to Taxes).



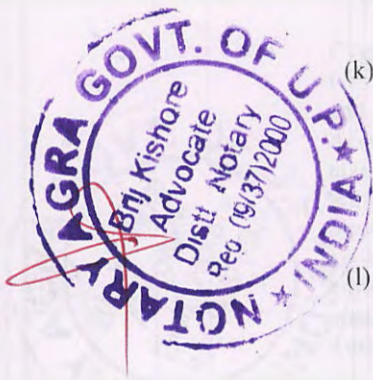
For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

1.2 In this Agreement:

- (a) References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof and all delegated legislation made, from time to time, pursuant to that statute or a statutory provision;
- (b) References to persons shall include body corporate, unincorporated associations, partnerships and any organisation or entity having legal capacity;
- (c) Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in permanent visible form;
- (d) Headings to Articles are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (e) References to Recitals, Articles or Schedules are, unless the context otherwise requires, references to recitals, articles or schedules of this Agreement;
- (f) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;
- (g) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation" and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words;
- (h) The terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- (i) Recitals and Schedules of this Agreement form part of this Agreement and shall be deemed to be expressly set out in the body of this Agreement;
- (j) all references to this Agreement shall be deemed to include any amendments, modifications, novation or supplementations to this Agreement from time to time;
- (k) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement;
- (l) Time is of the essence in the performance of the Parties' respective obligations. Any time period specified for performance by any Party shall be deemed to stand extended to include any time period required by such Party for obtaining any Governmental Approval. If any time period specified herein is extended, such extended time shall also be of the essence;



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

- (m) Where a particular word or term is defined, other grammatical forms of such word or term shall have a corresponding meaning;
- (n) In determination of any period of days for the occurrence of an event or the performance of any act or thing, such period shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day; and
- (o) Reference to any Person in this Agreement, shall, where the context permits, include such Person's executors, administrators, heirs, legal representatives, successors and permitted assigns.

**ARTICLE 2**

**OPERATION & MANAGEMENT PROVISIONS / TERMS**

- 2.1 In consideration of the LLP's Share and subject to the terms and conditions of this Agreement, the LLP hereby agrees to, on and from the Commencement Date give the operation and management of the Hospital to Cygnus to operate a multi-specialty Hospital out of the Hospital Premises and/or any other services as may be agreed by the Parties in writing from time to time ("Services").
- 2.2 The LLP shall not take any action or undertake any transaction that will have or is likely to have an effect of interfering with the performance of Services by Cygnus or rendering impossible or inordinately delaying the implementation or performance of this Agreement and the transactions contemplated hereunder. Subject to the terms of this Agreement, Cygnus shall be fully entitled to use, exclusively occupy and enjoy the Hospital Premises and commence the operation and maintenance of the Hospital Premises from the Commencement Date without any interference or hindrance from the LLP or from any other Person(s) claiming under or in trust for them.
- 2.3 Cygnus will be responsible for interior work and renovation work of the existing Hospital Premises and for obtaining Permits and Consents, as may be required for the renovation of the Hospital Premises. The LLP shall extend all necessary help to Cygnus, as may be reasonably required in this regard.
- 2.4 Cygnus shall be entitled to bill and collect, in its name and on its own account all the fees for services rendered at the Hospital and shall have all responsibility for the costs and other obligations of establishing, operating and managing the Hospital. Accordingly, all the revenue from the establishment during operation and management of the Hospital shall be to the sole and exclusive account of Cygnus. Subject to Article 4 of the Agreement, the LLP shall not have any ownership of or responsibility for the revenues of the Hospital under any circumstances. For the avoidance of doubt, it is clarified that Cygnus shall have the right to receive all payments, receipts and revenues in relation to the operation, conduct, activities and management of the Hospital from any and all third parties (e.g. TPA, Governmental Authorities).
- 2.5 The Parties hereby agree that from the Commencement Date, Cygnus shall have the right to carry out Fit-Out activities at its own cost and discretion and shall be solely responsible for obtaining Permits and Consents, as may be required in this regard.
- 2.6 The Cygnus shall have uninterrupted and unrestricted right to operate and manage the Hospital on its own account and without any interference from the LLP or its



For Cygnus Medicare Private Limited  
 (Director/Authorised Signatory)

For Dr. S.N. Malhotra Hospitals-LLP  
 Partner

For Dr. S.N. Malhotra Hospitals-LLP  
 Partner

For Cygnus Medicare Private Limited  
 (Director/Authorised Signatory)

representatives in any manner whatsoever. It is clarified that the Cygnus shall be entitled to bill and collect, in its name and on its own account all the fees for services rendered at the Hospital and shall have all responsibility for the costs and other obligations of establishing, operating and managing the Hospital. Accordingly, all the profit and loss from the establishment, operation and management of the Hospital shall be to the sole and exclusive account of the Cygnus. The LLP shall not have any ownership of or responsibility for the generation of the revenues of the Hospital under any circumstances.

- 2.7 The Parties agree that LLP is the legal and rightful owner of all the equipment, fixtures, fittings, furnishings, air conditioners, generator set and any other ancillary infrastructure (including all components thereof) affixed to and incorporated in the Hospital Premises at the time of Commencement Date as detailed in Schedule B ("LLP Assets"), other than those equipment which are purchased by Cygnus by taking over / transferring the pending loans/ repayment of EMIs in relation to such equipment and more particularly described in Schedule C, further these equipment's specified in Schedule C will become property of Cygnus only when Cygnus pay off the amount as per Schedule C to the LLP. It is clarified that all LLP Assets which are relevant and necessary for the purposes of running the Hospital shall constitute a part of the Hospital. Subject to normal wear and tear and equipment life cycle, Cygnus shall be obligated to hand over all LLP Assets, as detailed in Schedule B, to the LLP on expiry or termination of this Agreement.
- 2.8 The Parties further agree that Cygnus shall be the legal and rightful owner of all the equipment, fixtures, fittings, furnishings, air conditioners, generator set and any other ancillary infrastructure (including all components thereof) which are purchased and/or affixed by Cygnus after the Commencement Date in accordance with the terms of this Agreement ("Cygnus Fixtures and Equipment").
- 2.9 However, it is hereby clarified that the LLP being the legal and rightful owner of the equipment, fittings, fixtures, furnishings, air conditioners, generator set etc., as detailed in Schedule B, which are provided by the LLP to Cygnus as on the Commencement Date (in accordance with the terms herein), shall have the right to claim depreciation over such equipment, fittings, fixtures, furnishings, etc. as per the Applicable Law. Provided that, Cygnus (and not the LLP) shall have the right to claim depreciation on the Cygnus Fixtures and Equipment.
- 2.10 It is hereby agreed by the Parties that Cygnus shall have the right to replace the equipment, fittings, fixtures, furnishings, air conditioners, generator set and any other ancillary infrastructure, as and when it deems fit, at its sole discretion and at its own cost. It is further agreed that the Cygnus shall handover such existing equipment to the LLP on as is where is basis and replace it with new equipment, if required, for the functioning of the Hospital. Cygnus shall be the absolute owner of such new equipment replaced by it for the better functioning of the Hospital. It is clarified that if any new equipment or machine is installed or replaced by the Cygnus in exchange of equipment or machine (installed by LLP) then Cygnus is the legal owner of the new machine and no compensation or any other cash/kind benefit for the same is provided to the LLP.

In case Cygnus determines that any of the equipment requires up-gradation and proposes to use the old/outdated/obsolete equipment for such purposes or exchange such equipment with a new equipment, such up-gradation shall be done by the Cygnus at its own cost. It is clarified that even if Cygnus carries out any up-gradation / repair to such equipment, the ownership of the existing equipment shall not pass on to Cygnus and it shall remain at all times with the LLP. However, for fully replaced



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

equipment, the ownership of new equipment shall vest in Cygnus and the original equipment shall be returned to the LLP.

- 2.12 It is agreed between the parties that Cygnus and LLP shall form a committee. Equal number of representatives would be nominated by the Cygnus and LLP. The committee shall meet once in the quarter.
- 2.13 It is agreed between the parties that all pharmacy medicine stock, other consumables stock, housekeeping consumables stock & other general consumables stock to be purchased by Cygnus from LLP at cost price (Invoices shall be submitted by LLP for cost) on the day of take over.

### ARTICLE 3

#### TERM AND LOCK-IN PERIOD

- 3.1 The Agreement shall come into effect on and from 15<sup>th</sup> September, 2021 ("Commencement Date"), and shall be in effect for a period of 20 (twenty) years ("Term") from the Commencement Date, unless otherwise terminated earlier by any of the Parties in accordance with the terms of this Agreement.
- 3.2 The LLP shall have the right to extend the Term of this Agreement for up to 2 (two) additional successive terms of 5 (five) years each on the terms and conditions mutually agreed in writing between the Parties at the time of each such extension. The LLP may consider giving preference to Cygnus at the time of further assigning operations and management of the said Hospital Premises upon expiry of the Term.
- 3.3 Either party shall not terminate the Agreement during the initial period of 36 (thirty-six) months of the Term, commencing from the Commencement Date ("Lock-in Period").
- 3.4 Except as otherwise provided in the Agreement, the Parties agree that the Agreement shall not be terminated during the entire Term. In the event of wrongful termination of this Agreement by any Party, the other Party shall be fully entitled to specifically enforce its rights under this Agreement and also claim liquidated damages.

### ARTICLE 4

#### REVENUE SHARE

On and from the Commencement Date, Cygnus shall collect all the receipts/charges for the services rendered at the Hospital. In consideration of the rights and obligations assumed by the Parties under this Agreement, the Parties shall be entitled to the following revenue share amounts:

4.1.1 The LLP shall be entitled for the revenue share which shall be an amount equivalent to the higher of:

I. INR 25,00,000/- (Indian Rupees Twenty-Five Lakh Only)

or

II. an amount equivalent to 9.5% (nine point five percent) of the Monthly Gross Revenue

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

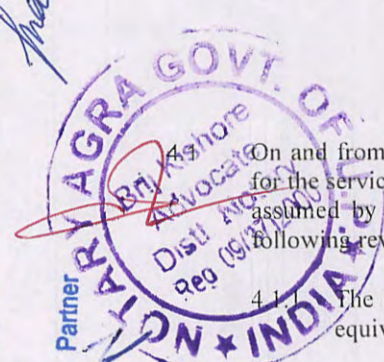
For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

(Director/Authorised Signatory)



X

GST shall be payable to the LLP by Cygnus on the above revenue share at the applicable rates in addition to revenue share ("LLP's Revenue Share"); and

4.1.2. Cygnus shall be entitled for a revenue share which shall be equal to the Monthly Gross Revenue less the LLP's Revenue Share.

\*if any other premise or location is used by the Cygnus for treating patients generated from the LLP premise hospital only for such facilities available in the Hospital premises, then revenue generated from that patient at the treating location should also be considered for LLP revenue share calculation. If patient is transferred for specialty other than offered by Hospital, then no revenue share will be payable to LLP.

- 4.2 It is agreed between the Parties that the LLP shall provide a GST invoice and copies of GSTR 1 and GSTR 3B with respect to the GST charged on the LLP's Revenue Share.
- 4.3 It has been agreed between the Parties that any revenue generated from the IVF Center shall not form part of the Monthly Gross Revenue. The LLP shall have exclusive right over the revenue generated from the IVF Center and Cygnus shall have no right over such revenue.
- 4.4 LLP Shall have the right to determine true and correct revenue share, for which it can conduct audit or inspection for the revenue share payable by Cygnus, through itself or any other agency and Cygnus shall provide full cooperation for determining of the rightful revenue share of LLP.
- 4.5 The LLP's Revenue Share for each month during the Term shall be paid by Cygnus to the LLP on or before the 10th (tenth) day of following calendar month (in respect of which such amounts are due) by a crossed account payee cheque or demand draft or online transfer. The LLP shall issue an acknowledgement thereof for amount received.
- 4.6 The LLP Revenue Share receivable by the LLP shall be subject to statutory Tax deductions at source ("TDS") at applicable rates or other deductions in accordance with Applicable Laws or set-off, if any. Cygnus shall issue a TDS certificate to the LLP for all TDS deducted annually.
- 4.7 Any delay by Cygnus in making payment of the LLP's Revenue Share to the LLP beyond 30 (thirty) days shall entail interest at the Default Rate from the date on which such amount was due and payable up to receipt of the payment of the same by the LLP.
- 4.8 In case the LLP's Revenue Share for any calendar month is disputed by the LLP, the Parties agree that they shall endeavour to settle the dispute relating to the LLP's Revenue Share for the relevant calendar month by mutual discussions in good faith. In the event, the Parties fail to settle the disputed amount in the aforesaid manner, the Parties shall resolve the dispute in accordance with the procedure set out in Article 15.10. It is hereby agreed that pending settlement of any dispute, any amounts payable as part of the LLP's Revenue Share for such calendar months in respect of which no dispute has been raised, shall be paid by Cygnus in full and in accordance with the terms of this Agreement.

At the same time as payment of LLP's Revenue Share falls due under this Agreement, Cygnus shall submit to the LLP a statement in writing recording the basis

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)



For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

of calculation of the LLP's Revenue Share payable along with the following documents:

- 4.8.1. a monthly income statement;
- 4.8.2. a monthly bank account statement of the Cygnus Bank Account of Agra unit ; and
- 4.8.3. access to Hospital information system (HIS) along with all viewing rights

## ARTICLE 5

### BANK ACCOUNT AND PRIOR OUTSTANDINGS

- 5.1. Cygnus shall open a current bank account ("Cygnus Bank Account") operative on and from the Commencement Date and all the expenses incurred in connection with the Hospital Premises and all income generated from the Hospital shall be routed through this account. Cygnus shall provide viewing rights of the Cygnus Bank Account of Agra unit to the LLP through the Term of this Agreement.
- 5.2. The LLP shall provide viewing rights and monthly bank statements to Cygnus for all bank accounts of the Hospital which will get all the cash-flows from third party administrator ("TPA") / Governmental Authority ("LLP Bank Accounts") till the time such cash-flows are being received into the LLP Bank Accounts. It is hereby clarified that any kind of collection (including panel collection) in the LLP Bank Accounts prior to Commencement Date or in relation to any prior outstanding amount with respect to any period prior to the Commencement Date belongs to the LLP only
- 5.3. The LLP shall transfer to Cygnus all payments received by the LLP on behalf of Cygnus, for claims/ invoices accruing after the Commencement Date, from various empanelment including but not limited to from any Governmental Authority until the time the empanelment is transferred to Cygnus's name from the LLP within 7 (seven) working days of receipt of such payment.
- 5.4. Cygnus shall transfer to the LLP all payments received by Cygnus on behalf of the LLP, for claims/ invoices accruing before the Commencement Date, from various empanelment including but not limited to any Governmental Authority within 7 (seven) Business Days of receipt of such payment.
- 5.5. It is agreed between the Parties that Cygnus shall have the right to adjust the TDS refund / or any other payment to be received from LLP towards monthly LLP's Revenue Share of the LLP as LLP's Bank Account is registered with the Governmental Authority and the same account needs to be continued for a period of time till the panels get transferred in the name of Cygnus.

- 5.6. Cygnus hereby assumes no liability whatsoever of the LLP for any demand arising from any loan or an occurrence prior to the Commencement Date of this Agreement. In the event of such liability arising during the Term of this Agreement and there is an imminent threat of such liability adversely affecting the Hospital Premises or the operation and functioning of the Hospital by resulting into seizure of the Hospital Premises or any equipment/ machinery therein, Cygnus shall have the right to settle such liabilities if upon informing the LLP in writing, the LLP fails to take action within a reasonable time as may be mutually decided by the parties in writing. Thereafter, Cygnus shall be entitled to recover all such amounts utilized towards the



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

settlement of such liability from the LLP, including by way of adjustments against LLP's Revenue Share.

- 5.7. The LLP shall be responsible for any statutory dues with respect to the Employees accruing prior to the Commencement Date and must clear these dues with 4 months from the Commencement Date. If any liability for payment of such prior statutory contributions arises on Cygnus, then Cygnus shall have the right to adjust such liability from the LLP's Revenue Share.

## ARTICLE 6

### EMPLOYMENT TERMS

- 6.1 The Global Rainbow Hospital, a unit of Dr. S.N. Malhotra Hospitals LLP, shall wind up its operations from the Commencement Date and Cygnus will start the operations with its team from the Commencement Date. On and from the Commencement Date, the management of the Hospital shall be under the control of Cygnus and the Hospital will be a separate division of Cygnus.

6.2 Transfer of Employees

6.2.1. The Parties hereby agree that all and not less than all Employees shall be transferred on the payroll of Cygnus, and Cygnus shall make employment offers to all such Employees, on terms no less favorable than their existing terms with the LLP.

6.2.2. The LLP shall obtain resignation letters from the Employees 5 (five) days prior to the Commencement Date and provide copies of the same to Cygnus. The resignation letters shall be effective as of the Commencement Date.

6.2.3. At least 3 (three) days prior to the Commencement Date, Cygnus shall execute with each Employee, an employment agreement in the form agreed between the Parties, which shall be effective on and from the Commencement Date.

6.2.4. In the event that Cygnus does not onboard or offer employment to any Employee in accordance with the terms of this Agreement ("**Rejected Employee**"), any and all liability for severance payments and/or in relation to any claims (whether statutory or contractual) from such Rejected Employee shall be borne solely by Cygnus and not by the LLP and Cygnus shall indemnify, defend and hold the LLP harmless from any such claim or liability.

6.3 Continuity of Service

The Parties hereby agree and undertake that the services of Employees transferred to Cygnus under the terms of this Agreement shall be deemed to have been continuous and not have been interrupted by reason of such transfer takeover of management and operation of the Hospital Premises by Cygnus pursuant to this Agreement for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes be reckoned from the date of their respective appointment with the LLP. However, it is agreed between the parties that for retirement benefits like gratuity and bonus, LLP shall be responsible to pay the share of dues of employees for the period served under them. Same can be adjusted with the revenue share due for the month.



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)



6.4 Wages and Liabilities

- 6.4.1. All wages, salaries, liabilities and other entitlements arising in relation to or otherwise in connection with the Employees prior to the Commencement Date shall be and shall remain the responsibility of the LLP.
- 6.4.2. Notwithstanding the above, as regards the contributions made by the LLP in respect of the Employees (who are joining the employment of Cygnus pursuant to the terms of this Agreement) under the Statutory Benefit Plans, the LLP shall cooperate with Cygnus to transfer the same to the statutory benefit plans maintained by Cygnus for the period prior to the Commencement Date.
- 6.4.3. All wages, salaries, liabilities and other entitlements of the Employees and all applicable Tax deductions and other contributions relating thereto which relate to the period on and from the Commencement Date shall be the liability of, and shall be discharged by, Cygnus.
- 6.5. On and from the Commencement Date, Cygnus shall be free to scrutinize, replace, add and curtail the Hospital staff (including the medical staff) as and when required. Cygnus shall have the power to employ any new staff including doctors, nurses, technicians, etc. and/or re-hire the existing staff of the Hospital required for running the Hospital without any consultation or interference by or on behalf of the LLP.
- 6.6. Cygnus shall have the powers to adopt or amend or provide for new Hospital staff guideline and rules, which power shall not be dependent upon the ratification thereof by the LLP or the Hospital staff and will be applicable to all staff members equally.

ARTICLE 7

BASIC INFRASTRUCTURE

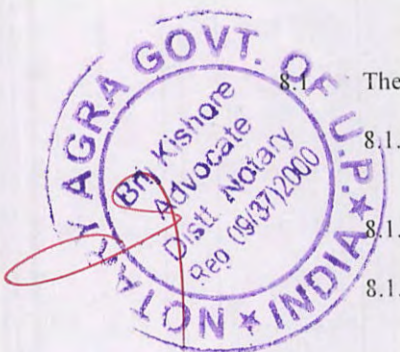
- 7.1. The LLP provide the Hospital Premises to Cygnus with existing Fit-Outs and in working condition.
- 7.2. The LLP shall provide water connection, sewer connection, and basic electric fittings on each floor before providing operations and management of the Hospital Premises to Cygnus.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.1. The LLP makes the following representations and warranties:

- 8.1.1. The LLP is a legal entity duly incorporated and validly existing in accordance with the Applicable Law;
- 8.1.2. The LLP has full power and authority to enter into this Agreement;
- 8.1.3. The LLP is sufficiently seized of and has the rightful possession of the Hospital along with the equipment installed and available at the Hospital;



For Dr. S.N. Malhotra Hospitals-LLP

*Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP

*Malhotra*  
Partner

For Cygnus Medicare Private Limited

*[Signature]*  
(Director/Authorised Signatory)

- 8.1.4. The LLP is authorised by its constitution document and is competent to enter into this Agreement and to grant the operation and management services of the Hospital to Cygnus in compliance with Applicable Laws;
- 8.1.5. The building constructed upon the Hospital Premises has been constructed in accordance with the plans and specifications attached hereto as **Part 2 of Schedule A** and the same are in conformity with the Applicable Laws and have been approved from Municipal Committee of Agra, Uttar Pradesh. Requisite approvals have been duly obtained in respect of such building and are in force and effect;
- 8.1.6. No proceedings in any court or tribunal are pending or contemplated in respect to the 'Hospital';
- 8.1.7. The LLP acknowledges that as on the Execution Date, there are no claims, actions, suits, proceedings, or investigations pending against or affecting LLP or the operation of the Hospital before and Governmental Authority wherever located which would have a material adverse effect upon the transaction contemplated by this Agreement. Neither the LLP nor the Hospital, as on the Execution Date, are subject to any decree, judgment, order, ruling or regulation of any court, judicial or quasi-judicial authority, board or other government or administrative agency that would materially and adversely affect the assets, or financial condition of the LLP, or the premises or the operation of the Hospital or the right of the LLP to carry on its business(s) as are recently conducted; and
- 8.1.8. The LLP confirms that the entire amount of municipal/property Taxes due and payable up to the Commencement Date in respect of the Hospital Premises has been paid by the LLP. The LLP also confirms that the LLP has paid all electricity and water charges, maintenance and such other payments with respect to the Hospital Premises up to the Commencement Date in full to the appropriate Governmental Authority.

8.2 The Cygnus makes the following representations and warranties:

- 8.2.1. Cygnus is an entity duly incorporated and validly existing in accordance with the Applicable Law;
- 8.2.2. Cygnus has full power and authority to enter into this Agreement and to operate and maintain the Hospital in the manner contemplated under this Agreement;
- 8.2.3. The execution of this Agreement and the operation of the Hospital Premises, as contemplated under this Agreement, is not prohibited by its constitution documents, nor will its execution contravene provisions of any Applicable Law or deed, contract or document to which it is a party;
- 8.2.4. All the corporate approvals required for the execution of this Agreement have been obtained; and

8.3 In the event that any Party's representations and warranties cease to be true and correct at any time during the Term, such Party shall immediately notify the other Party of the representation(s) and warranty (ies) which have ceased to be true and correct and may suggest corrective action(s) in relation thereto.



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
 Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
 Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
 Director/Authorised Signatory

For Cygnus Medicare Private Limited  
*[Signature]*  
 (Director/Authorised Signatory)

ARTICLE 9

COVENANTS AND OBLIGATIONS

9.1 The LLP is obligated to undertake the following:

9.1.1. Facilities at the Hospital Premises

- (a) The LLP is providing a ready to move in Hospital building constructed in accordance with the plans and specifications attached hereto as **Part 2 of Schedule A**.
- (b) The LLP shall pay all property Taxes in respect of the Hospital Premises in accordance with the terms of this Agreement. In the event of any such penalty/levy/fine/action is levied or taken by the relevant Governmental Authority against Cygnus with respect to any amount/Taxes/charges/levies as mentioned above with respect to the Hospital, the LLP shall indemnify and hold the Cygnus harmless with respect to the same.
- (c) Except as provided in this Agreement, the LLP shall ensure that all third-party agreements or any other kind of agreement or arrangement made by the Hospital shall stand terminated and Cygnus shall have no obligation to carry such agreements. Cygnus has full right to enter into fresh agreements with the existing parties or any other new party.

9.1.2. Peaceful and Uninterrupted Possession of the Hospital Premises

- (a) Cygnus shall, subject to adherence and compliance by it of the terms, conditions and obligations under the Agreement, during the Term have quiet and peaceful possession of the Hospital Premises and the Common Area for the purpose of operations and management of the Hospital Premises without any interference from or disturbance by the LLP or any person claiming under the LLP.
- (b) Cygnus's employees, authorised representatives, visitors, guests, agents, contractors and vendors shall have absolute, unrestricted, unfettered and unconditional use of and access to the Hospital Premises and Common Areas at all times, without any interference from or disturbance by the LLP or any person claiming under the LLP.

9.1.3. Repair Works and Structural Reinforcement

- (a) Cygnus shall be solely responsible for the cost and expenses incurred for undertaking any Major Maintenance with respect to the Hospital Premises during the Term of the Agreement. It is hereby clarified that Cygnus shall not undertake any Major Maintenance without obtaining the prior written approval of the LLP and any such Major Maintenance shall not impact the functioning of the IVF Center in any manner.

(b) The Parties agree that in the event any such Major Maintenance is required which involves structural changes to the Hospital Premises, solely owing to any requirement to meet any provisions in Applicable Law and/or under regulations mandated by a Governmental Authority, including but not limited



For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

to fire NOC then the LLP shall undertake such Major Maintenance at the request of Cygnus, at its own cost (cost of the LLP).

- (c) The LLP acknowledges that Cygnus may, install such equipment in the Hospital Premises, as may be necessary, for carrying out the Services in accordance with the terms of this Agreement. Cygnus has represented to the LLP and the LLP acknowledges that such installation may require additional structural reinforcement of the Hospital Premises. Cygnus shall have full liberty to execute such changes on its own cost after obtaining the prior written approval of the LLP.
- (d) The LLP shall endeavour or undertake reasonable efforts to assist Cygnus in obtaining or maintaining any Permits and Consents and/or transferring any Permits and Consents to Cygnus from the LLP as may be required by Cygnus for carrying out the Services in accordance with the terms of this Agreement and shall co-ordinate and interact with relevant Governmental Authorities, as may be reasonably required in relation to the above. However, in the event LLP is unable to undertake such reasonable efforts and if required, the LLP shall provide a limited and restricted authority to Cygnus to sign and execute such necessary documents and papers on behalf of the LLP, as may be required, to obtain such Permits and Consents.
- (e) It is expressly agreed by the LLP that all Cygnus Fixtures and Equipment shall be the sole and exclusive property of Cygnus and, except as specifically provided in this Agreement, the LLP shall have no lien or right, title or entitlement on the same at the expiry or termination of the Term. The LLP further recognizes that Cygnus shall be fully entitled to charge or encumber, in favour of any scheduled bank/s, the Cygnus Fixtures and Equipment, for availing any loan and like facilities. It is hereby agreed between the Parties that upon termination or expiry of the Agreement, in the event Cygnus seeks to sell the Cygnus Fixtures and Equipment, then the LLP shall have a right to first offer over such Cygnus Fixtures and Equipment to procure them at Book Value from Cygnus.

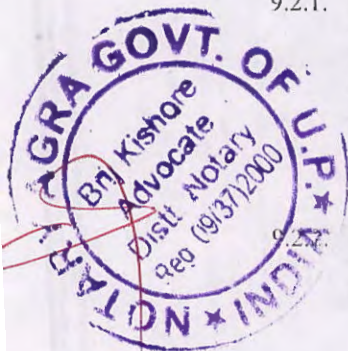
9.1.4. Signage

The Cygnus shall be allowed to put up its signage or its standard graphics at the building directory, lift lobbies, façade and elevation of the buildings situated in the Hospital Premises. Further, the LLP shall be allowed to put up its signage or its standard graphics in relation to the IVF Center at the building directory, lift lobbies, façade and elevation of the buildings situated in the Hospital Premises.

9.2 Cygnus covenants and is obliged to do the following:

- 9.2.1. It is agreed that the LLP shall not be responsible for any failure by Cygnus to comply with the terms of this Agreement or for the occurrence of any Hazard within the Hospital Premises due to Cygnus's misconduct or negligence. In the event of occurrence of such an eventuality due to non-compliance of the Applicable Law, Cygnus shall keep and hold the LLP fully indemnified for the quantum of Loss, penalty caused or borne by the LLP due to such misconduct and gross negligence on the part of Cygnus.

The Cygnus shall ensure that the internal electrical systems and any other work done by it within the Hospital Premises shall not cause occurrences of any Hazards within the Hospital Premises. If any of such Hazards occur as a result of the Cygnus's



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

negligence or misconduct, the Cygnus shall keep and hold the LLP fully indemnified for the quantum of Loss caused by such Hazard to the Hospital Premises and otherwise to the LLP.

- 9.2.3. Cygnus agrees and undertakes to pay to the LLP, LLP's Revenue Share and all other amounts payable by it under this Agreement in accordance with the terms hereof.
- 9.2.4. Cygnus shall undertake routine maintenance of and repairs of any damage caused to the Hospital Premises by the Cygnus at its own cost as a result of normal wear and tear, as and when necessary. Further, Cygnus shall also undertake repairs / renovation of the OPD situated at the ground floor of the Hospital Premises at its own cost and as per the instructions provided by Mr. Narendra Malhotra from time to time in this regard.
- 9.2.5. Cygnus agrees that it shall operate and manage the Hospital in accordance with the terms of this Agreement and Applicable Law and shall not carry on or permit to be carried on in the Hospital or in any part thereof any activities which are or are likely to be unlawful, obnoxious or cause nuisance.
- 9.2.6. Cygnus undertakes to keep the LLP indemnified from all Losses caused to the Hospital or to any other property or equipment of the LLP within the Hospital Premises by Cygnus, or its Affiliates, employees, representatives, visitors, guests, contractors, vendors, architects, agents and other third parties during the Term of this Agreement.
- 9.2.7. Cygnus shall immediately on receipt of any notice, claim or demand by any Governmental Authority in respect of the building and structures situated upon the Hospital Premises inform the LLP of the same, so as to enable the LLP to take such necessary steps as available to it under Applicable Law including but not limited to challenging and contesting the same in a court of competent jurisdiction.
- 9.2.8. On and from the Commencement Date, all Permits and Consents with respect to carrying out the Services in respect of and at the Hospital will be procured by the Cygnus. It is hereby clarified that Cygnus shall, at its cost and expense including making payment towards any transfer charges, submit applications to the relevant Governmental Authorities for procuring the Permits and Consents in the name of Cygnus and the LLP shall provide all reasonable assistance to Cygnus as it may require and/or direct, in this regard.
- 9.2.9. Cygnus shall purchase the equipment from the LLP, as more particularly specified in **Schedule C**, on the Value as specified in Schedule C by taking over / transferring the pending loans in relation to such equipment from the LLP to its own account.
- 9.2.10. Cygnus shall adhere to all the agreements and contracts which LLP has at present with Dr. Narendra Malhotra (Obstetrics & Gynaecologist), Dr Jaideep Malhotra (Obstetrics & Gynaecologist Consultant), Dr. Keshav Malhotra (Embryologist), Dr Neharika Malhotra (Obstetrics & Gynaecologist Consultant), Dr. RC Mishra (Consultant Neurology), Dr. Vandana Kalra (Anesthetist & Head Neuro ICU), Dr. Vinay Tiwari (Head of Anaesthesia Department) and Dr. Vinesh Jain (Consultant Cardiology) in regard to revenue shared by them and LLP.
- 9.2.11. Cygnus acknowledges that certain training programs are conducted by Smriti NGO which requires use of the Hospital Premises. Cygnus agrees to facilitate and allow use



For Dr. S.N. Malhotra Hospitals-LLP  
*S. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

of the Hospital Premises for conducting these training programs during the Term of the Agreement and any remuneration derived from such training programs shall be solely attributed to Smriti NGO without any claims from Cygnus.

9.2.12. Cygnus acknowledges that the LLP has entered into a verbal agreement with Dr. Vinesh Jain ("Cardiac Care Unit Agreement") pursuant to which equipment in the cardiac care unit specified in Part 1 of Schedule F are owned solely by Dr. Vinesh Jain, equipment in the cardiac care unit specified in Part 2 of Schedule F are owned solely by the LLP and equipment in the cardiac care unit specified in Part 3 of Schedule F are owned jointly by Dr. Vinesh Jain and the LLP and the revenue generated from the cardiac care unit is shared between Dr. Vinesh Jain and the LLP on the terms specified in the Cardiac Care Unit Agreement. The Parties agree that the Cardiac Care Unit Agreement shall be assigned or novated in favour of Cygnus on the same terms and conditions agreed between Dr. Vinesh Jain and LLP (as per draft agreement share with Cygnus by LLP) and the LLP shall provide reasonable assistance in relation to the same. It is further clarified that Cygnus shall purchase the equipment in the cardiac care unit specified in Part 2 of Schedule F on Book Value and the LLP's share i.e. 50% (fifty percent) of the value of the equipment in the cardiac care unit specified in Part 3 of Schedule F on Book Value from the LLP.

9.2.13. Cygnus acknowledges that the LLP has rented the building located at Plot number 15 & 16, Nagar Nigam 43/500 E, 3 Suraj Bhan Ki Bagichi, Sikandra Agra 282007 ("Employee Hostel") by entering into a rent agreement dated 1<sup>st</sup> June 2019 with Mrs Chandana ("Rent Agreement") for the purposes of providing accommodation to its employees and doctors. Cygnus agrees to obtain the Employee Hostel on lease or rent either by assignment of the existing Rent Agreement or by executing a fresh agreement with the owner / lessor of the Employee Hostel within a period of 90 (ninety) days of the Commencement Date. Cygnus shall reimburse the LLP for any rent paid by the LLP post the Commencement Date till the time the Employee Hostel is obtained by Cygnus on either lease or rent, as the case may be. It is further clarified that on and from the Commencement Date, Cygnus shall be solely responsible and shall bear all costs and expenses arising out of or in connection with the Employee Hostel and shall reimburse the LLP for any amount paid by the LLP in relation to the same subject to condition that LLP take prior approval of Cygnus for such expenses.

#### ARTICLE 10

#### IVF CENTER

10.1. Cygnus hereby agrees and acknowledges that the IVF Center will not form a part of the Hospital Premises and the control and management over the operation, functioning, administration of the IVF Center along with all rights, duties easements, privileges, appurtenances and immunities of whatsoever nature belonging to or in any way pertaining to the IVF Center shall continue to vest in the LLP.

10.2. Cygnus shall not take any of the actions or undertake any transaction that will have or is likely to have to effect of interfering with the functioning, functioning and administration of the IVF Center by the LLP or its Affiliates, employees, representatives, visitors, guests, contractors, vendors, architects, agents and other third parties.

10.3. The LLP shall be fully entitled to use and exclusively occupy and enjoy the IVF Center and continue the operation and maintenance of the IVF Center without any interference or hindrance from Cygnus, its Affiliates, employees or from any other person(s) claiming under or in trust for Cygnus.



For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

- 10.4. It is clarified that LLP shall be entitled to bill and collect, in its name and on its own account all the fees for services rendered at the IVF Center and shall have all responsibility for the costs and other obligations of establishing, operating and managing the IVF Center. Accordingly, all the revenue from the IVF Center during the Term of the Agreement shall be to the sole and exclusive account of the LLP.
- 10.5. It is further clarified that the LLP shall be liable to pay electricity charges in relation to the IVF centre premises located at 4<sup>th</sup> (fourth) floor covering the entire left half side of the lift lobby. Such charges shall be calculated basis the monthly recording of the sub-electricity meter installed separately and specifically for measuring the electricity consumption of IVF centre premises.
- 10.6. All the common infrastructure facilities for instance staircase, lift, DG backup, water, etc. and proper and timely maintenance service of such infrastructure facilities shall be provided to the IVF centre without any additional cost or consideration levied against the LLP.
- 10.7. It is agreed that the LLP shall have the right to determine and carry out engineering, civil and structural changes to the IVF Center presently situated upon the Hospital Premises at its own cost provided that such changes shall not affect Cygnus in carrying out the Services in accordance with the terms of this Agreement.
- 10.8. The LLP shall be free to scrutinize, replace, add and curtail the IVF Center staff as and when required. The LLP shall have the power to employ any new staff including doctors, nurses, technicians, etc. and/or re-hire the existing staff of the IVF Center required for running the IVF Center without any consultation or interference by or on behalf of Cygnus. The LLP shall have the powers to adopt or amend or provide for new staff guidelines and rules for the IVF Center staff, and the guidelines, polices of Cygnus shall not be applicable to them.
- 10.9. The LLP and its Affiliates, employees, representatives, visitors, guests, contractors, vendors, architects, agents and other third parties engaged or associated with the IVF Center in any manner shall have easement rights in relation to the IVF Center, including, but not limited to, the right of way, right and access to use the Common Areas, facilities of the Hospital Premises and any other rights of similar nature.
- 10.10. All legal liabilities arising out of operations of the IVF Center, including but not limited to medico-legal, financial, labour disputes etc., shall be borne solely by the LLP and not by Cygnus and the LLP shall indemnify, defend and hold Cygnus harmless from any such claim or liability.

#### ARTICLE 11

#### ASSIGNMENT

Cygnus may transfer or assign any of its rights and / or obligations under this Agreement to any of its Affiliates subject to prior written approval from the LLP and such Affiliate taking over the lease executing a deed of adherence (in form and content as satisfactory to the LLP) to this Agreement.

The Parties further agree that Cygnus may also utilize by itself or by licensing to its Affiliates and/or outsource to third parties, existing at present, the Hospital Premises for purposes ancillary and incidental to the operations of the Hospital including without limitation services such as pharmacy, diagnostic center, pathology lab and



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
 Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
 Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
 (Director/Authorised Signatory)

incidental to the operations of the Hospital such as, an inn for patient's attendants, cafeteria, book shop and the like for servicing the needs of the patients etc. ("Ancillary Service Providers"). The LLP expressly permits the operations and management of the Hospital Premises by such Ancillary Service Providers by way of assignment or license. Provided that Cygnus shall ensure that such Ancillary Service Providers will abide by the terms of this Agreement and will indemnify the LLP for any Loss caused to the LLP by such Ancillary Service Providers.

## ARTICLE 12

### INDEMNITY

- 12.1. Each Party (an "Indemnifying Party") hereby agrees and undertakes to indemnify, defend and hold harmless the other Party, its Affiliates, directors, officers, employees and representatives (collectively, "Indemnified Parties") from and against any and all Losses, whether absolute, accrued, conditional, or otherwise and whether or not resulting from third-party claims, arising out of, relating to, in connection with, or resulting from, (i) any breach or non-compliance by the Indemnifying Party of the terms and conditions set out under this Agreement; and/or (ii) any breach or inaccuracy of representations and warranties of the Indemnifying Party; and/or (iii) any Services rendered, any damage to the Hospital Premises and/or the LLP Assets (applicable where Cygnus is the Indemnifying Party and LLP as the Indemnified Party); and/or (iv) any violations of the Applicable Laws by Indemnifying Party, its Affiliates, directors, officers, employees and representatives; and/or (v) any misrepresentation, willful default, fraud or gross negligence by the Indemnifying Party.
- 12.2. An Indemnified Party shall provide the Indemnifying Party with a written notice of a claim with respect to Loss under Article 12.1 that it wishes to be indemnified for (the "Claim Notice"), within 30 (thirty) days from the date of becoming aware, provided that a delay in submitting the written notice of a claim by the Indemnifying Party shall not discharge the Indemnifying Party of its liability under this Article 12 unless the Indemnifying Party is prejudiced due to such delay. The Claim Notice shall specify a reasonable estimate of the amount of Loss and the basis thereof in reasonable detail pursuant to which the claim is being made. The Indemnifying Party shall have 15 (fifteen) days after the date of the Claim Notice to respond in writing. If the Indemnifying Party does not so respond within such 15 (fifteen) days period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue and settle the claim made under the Claim Notice in accordance with the procedure set out in Article 15.10 hereof.
- 12.3. In case of third party claims with respect to Loss ("Third Party Claims"), the Indemnifying Party agrees to be solely responsible for defending such Third Party Claims against each Indemnified Party, subject to such Indemnified Party's right to participate with counsel of its own choosing, at its own expense, and for payment of all judgments, settlements, damages, Losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the said Third Party Claims against an Indemnified Party, provided that the Indemnifying Party will not agree to any settlement that imposes any obligation or liability on an Indemnified Party without its prior written consent.



For Dr. S.N. Malhotra Hospitals-LLP  
Partner  
For Dr. S.N. Malhotra Hospitals-LLP  
Partner

For Cygnus Medicare Private Limited  
Director/Authorised Signatory



ARTICLE 13

INSPECTION AND INFORMATION RIGHTS

- 13.1. Without prejudice to Article 13.3, Cygnus shall permit the LLP and/or its representative(s), to visit the Hospital Premises (i) to inspect the books, material contracts, accounts and such other documents in relation to the Hospital Premises; and (ii) to conduct such internal audits, as the LLP may deem fit at its sole discretion ("**Inspection Rights**"). For the purpose of exercising their Inspection Rights, the LLP shall provide a prior notice of at least 1 (one) Business Day to Cygnus. Cygnus shall render co-operation and provide such authorizations as may be required to enable the LLP and/or its representative(s) to duly exercise their Inspection Rights. The LLP shall also have a right to consult with and receive information, documents and material about the business and operation of the Hospital from the employees, vendors, consultants, and internal and external auditors and counsels of Cygnus. Cygnus shall, where required, facilitate such consultation including by issuing appropriate instructions to the Persons referred to above.
- 13.2. The LLP shall ensure that the exercise of its right pursuant to Article 13.1 shall not in any manner affect or interfere with the Cygnus's rights.
- 13.3. Subject to Article 13.1 above, the LLP shall be entitled to receive the following information from Cygnus:
- (a) Cygnus will provide to LLP at all times viewing rights and access to the Hospital information system (HIS) software used by Cygnus in relation to recording the expenditure and revenue in respect to the Hospital Premises;
  - (b) Cygnus will provide viewing rights of the Cygnus Bank Accounts maintained in relation to the Hospital in accordance with Article 5.1;
  - (c) As soon as available, information on any events involving any major accident or injury to any personnel in the Hospital Premises and any material damage to the Hospital Premises;
  - (d) As soon as available any litigation, statutory claim, criminal or regulatory investigation or any action against Cygnus or its employees, Affiliates, agents and representatives in respect of the Hospital Agra unit; and
  - (e) Such other information as may be reasonably required by the LLP from time to time.

ARTICLE 14

TERMINATION

14.1. This Agreement may be terminated by either Party forthwith, at any time (including during the Lock-In Period) by issuing a written notice to the other Party:

14.1.1. in case of breach by a Party of the terms and conditions of this Agreement by the other Party that is not cured within 30 (thirty) days of the other Party's receipt of written notice of such breach; or

14.1.2. in the event of the commission by the other Party of a fraud, gross negligence, or misconduct in connection with this Agreement or upon the non-



For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

For Dr. S.N. Malhotra Hospitals-LLP  
malhotra  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
malhotra  
Partner

For Cygnus Medicare Private Limited  
(Director/Authorised Signatory)

performance by the other Party under this Agreement for 7 (seven) days after being required in writing to do so by the first Party; or

- 14.1.3. in the event of any Governmental Authority ordering the any Party to terminate this Agreement.
- 14.2. Without prejudice to the right to terminate the Agreement forthwith as provided in Article 14.1 above, this Agreement may be terminated by Cygnus any time, after the expiration of the Lock-in Period, without cause, by providing the LLP with written notice of termination not less than 90 (ninety) days in advance of the termination date specified in the notice of termination.
- 14.3. Consequences of Termination: Upon termination or expiry of this Agreement,
- 14.3.1. Cygnus shall hand over vacant and peaceful possession of the Hospital Premises together with all the LLP Assets, to the LLP in working order and condition (normal wear and tear excepted) and shall remove and take away all of Cygnus Fixtures and Equipment (which are movable assets and are not attached to the earth or permanently fastened to anything which is attached to the earth);
- 14.3.2. Cygnus shall transfer and handover all records, summaries and other relevant documents in relation to the patients, financial position or otherwise;
- 14.3.3. The Parties shall settle any dues pending or owed by Cygnus towards the LLP in relation to LLP's Revenue Share and any other amount payable by Cygnus to the LLP under this Agreement;
- 14.3.4. Cygnus shall provide assistance in transfer of any Permits and Consents obtained by Cygnus during the Term of the Agreement in relation to the Hospital Premises to the LLP or any third party designated by the LLP;
- 14.3.5. Cygnus shall continue to be liable for all claims, actions and damages with respect to the Hospital Premises during the Term of this Agreement; and
- 14.3.6. Both Parties shall discontinue the use of the trademarks and logos belonging to the other Party in every manner and cease to hold any association or affiliation with such trademark.

## ARTICLE 15

### MISCELLANEOUS

15.1. Commencement Date Deliverables

15.1.1. The LLP shall provide to Cygnus the following documents on the Commencement Date:

- (a) Copy of LLP PAN Card;
- (b) KYC documents of all Designated Partners of the LLP;
- (c) Relevant documents evidencing ownership of the Hospital Premises;
- (d) Approved building plan;
- (e) Copy of personal photo identity with address proof of authorised signatory(self-attested);



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

- (f) Certified true copy of the resolution of LLP for providing the right to operate & manage the Hospital Premises to Cygnus;
- (g) Certified true copy of the resolution of LLP authorizing the authorized signatory to sign the Agreement;
- (h) List of Designated Partners as on date on letter head of the LLP;

15.1.2. Cygnus shall provide to the LLP the following documents on the Commencement Date:

- (a) certified true copy of the resolution of its board of directors approving the execution, delivery and performance of the Agreement by the Cygnus;
- (b) certified true copies of its memorandum and articles of associations and its certificate of incorporation.

15.2. Costs

Save as expressly otherwise provided in this Agreement, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement, provided that the costs in respect of stamp duty and registration of this Agreement shall be borne by Cygnus and the LLP on an equal basis.

15.3. Restriction on Sale or transfer or construction of the Hospital Premises

15.3.1. Cygnus agrees that the LLP shall be entitled to enter into, encourage, entertain any proposal or deal with any Person in any manner with respect to any sale or transfer of the Hospital Premises or any constituent thereto subject to such third party transferee taking over the current Agreement and executing a deed of adherence to this Agreement as per the same terms and conditions. However, in the event if such third party transferee is not willing to adhere to the provisions of this Agreement, the LLP shall be required to take a prior approval of Cygnus before transferring or selling the Hospital Premises or any constituent thereto to the such third party transferee. The LLP agrees that it will not sell, mortgage or transfer the Hospital Premises to any Competitor Entity of Cygnus.

15.3.2. The LLP shall be entitled to create any security interest, charge, mortgage or encumbrance over the Hospital Premises or any constituent thereto, provided that such creation of security interest, charge, mortgage or encumbrance shall not affect Cygnus's rights or interests under this Agreement in any manner whatsoever.

15.3.3. Cygnus agrees that the LLP shall be entitled to undertake any merger, amalgamation, arrangement or other re-organization without obtaining prior approval from Cygnus.

15.4. Force Majeure

If the Hospital Premises or any part thereof is destroyed or damaged by earthquake, tempest; flood; lightning; atmospheric disturbance; or any other act of God; riots; terrorism; violence of any army or mob or enemies of the country or the orders of any statutory authority ("**Force Majeure**") so as to render the Hospital Premises unfit for carrying out the Services by Cygnus pursuant to this Agreement, Cygnus shall have the option to terminate this Agreement, subject to the continuance of the Force Majeure period beyond 30 (thirty) Business Days, by providing a 30 (thirty) Business Day notice in writing.



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
 Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
 Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
 (Director/Authorised Signatory)  
 For Cygnus Medicare Private Limited  
*[Signature]*  
 (Director/Authorised Signatory)

15.5. Entire Agreement

This Agreement (read with all the Schedules) together with the Deed of Understanding and the Deed of Undertaking shall constitute the entire agreement between the Parties in relation to the subject matter hereof and shall revoke and supersede all prior understandings agreements between the Parties, if any, both written and oral, among the Parties with respect to the subject matter hereof. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties.

15.6. Payment of Bills and Property Taxes

It is agreed between the Parties that the water bills, electricity bill, sewerage bills, pollution control board bills, telephone bills and all other bills related to operation and management of the Hospital Premises would be paid and borne by Cygnus. Property Tax/house Tax levied or any other statutory liability by the relevant Governmental Authority in respect of the land and building situated upon the Hospital Premises during the Term of this Agreement shall be borne and discharged by the LLP.

15.7. Agreement to set up IVF Centers by the LLP in Cygnus group of hospitals

The LLP may create a separate company to run IVF centers across India including centers as shop-in-shop model at Cygnus group of hospitals. Cygnus hereby agrees to provide space in Cygnus group of hospitals and will provide support services like admin, billing, maintenance, front office, housekeeping, security, IT services and other necessary services for smooth and efficient operations. It has been further agreed that LLP or its authorized Person will visit all Cygnus group of hospitals and will decide the units of choice from where this service can be started. Detailed agreement for each unit along with financial terms will be signed between the Parties on mutually discussed and agreed commercial terms. Cygnus will also agree to provide marketing support through media platforms and provide opportunities to increase footfalls through various activities from time to time.

15.8. Waiver

15.8.1. The failure of either Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each Party hereto.

15.8.2. Any express waiver by either Party of any default by the other Party shall not constitute a waiver of any other default by the defaulting Party or a waiver of any of the non-defaulting Party's right.

Applicable Law and Exclusive Jurisdiction

This Agreement, including all issues relating to its validity, construction, interpretation and performance or the legal relations between the Parties hereto or otherwise, shall, in all respects, be governed and construed in accordance with the Laws in force in India. Subject to Article 15.10 hereafter, the courts at New Delhi



For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*S.N. Malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
Director/Authorised Signatory

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

alone shall have exclusive jurisdiction in relation to any disputes that may arise under this Agreement.

15.10. Governing Law and Dispute Resolution

15.10.1. All disputes, differences or disagreements arising out of, in connection with, or in relation to this Agreement, including its possible interpretation, performance or termination shall, in the first instance, be resolved through mutual discussions and negotiations, within a period of 30 (thirty) days. Any such disputes, differences or disagreements shall be communicated by way of a written notice by the aggrieved Party to the other Party and shall then be referred by both Parties to the authorized representative of the LLP or that of Cygnus, as the case may be.

15.10.2. If no resolution is reached through mutual discussions and negotiations between the officials of the LLP and Cygnus within 30 (thirty) days of the date of the written notice as envisaged under Article 15.10.1, then all such disputes, differences or disagreements shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration Act. Any arbitration pursuant to this Article shall be a domestic arbitration under the Applicable Law.

15.10.3. The arbitration shall take place before a sole arbitrator, to be appointed by mutual consent of both the Parties. Such appointment by mutual consent shall be made within 30 (thirty) days of a request for the dispute(s) to be referred to arbitration being received by the other Party, failing which such appointment may be secured through the appropriate Court at New Delhi. It is hereby clarified that this period of 30 (thirty) days shall not include any period of mutual discussions, negotiations and possible resolution referred to in Article 15.10.1 above.

15.10.4. The seat of arbitration shall be New Delhi, and the language to be used in the arbitral proceedings shall be English.

15.10.5. The arbitral award shall be rendered in English language. The arbitrator shall state reasons in writing for the findings in the award and shall also specify the basis for any damage and the types of damages awarded.

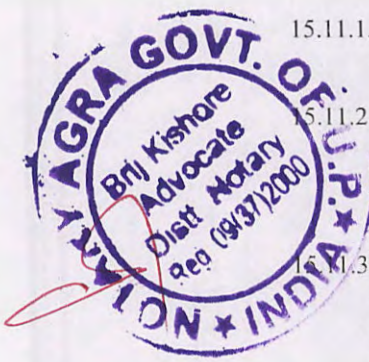
15.10.6. The decision of the arbitrator will be final and binding on the Parties, subject to Applicable Law. The Parties further agree that the successful Party in the arbitration will be entitled to the entire costs of arbitration including arbitrator's fees, counsel fees and administrative, filing and other costs of any nature whatsoever incurred in connection with the arbitration.

15.11. Relationship

15.11.1. No provision of this Agreement shall be deemed to construe a partnership or joint venture between the Parties.

15.11.2. No provision of this Agreement shall construe either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.

15.11.3. No Person employed by either Party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all Persons who are engaged or employed by it for the performance of any obligations



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

under this Agreement and such Person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other Party against any such claims made by any such Person to or against the other Party.

15.12. Notice

15.12.1. Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or email address set out below (or such other address email address as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if delivered in Person or by messenger, when proof of delivery is obtained by the delivering Party; (ii) if sent by registered post or courier, on the 7th (seventh) Business Day following posting; (iii) if given or made by email, upon receipt of such email by the recipient.

The initial address for the Parties for the purposes of the Agreement are:

S. No.	Name of the Party	Notice Details
1.	LLP	Address: DR. S.N. Malhotra Hospitals LLP 84, M.G. Road Near Petrol Pump, Agra, Uttar Pradesh 282010 Email: mnmhagra3@gmail.com With a copy to: dr.keshvmalhotra@gmail.com Attention: Mr. Narendra Malhotra
2.	Cygnus	Address: Cygnus Healthcare Services A-9A, Ground Floor, Green Park Main, New Delhi 110016 Attention: Dr. Shuchin Bajaj E-mail: compliance@cygnushospitals.com

15.13. Confidentiality

15.13.1. Each Party agrees and undertakes that it shall not (except as otherwise permitted in this Agreement) disclose, and shall ensure that its directors, designated partners, officers, managers, employees, Affiliates, legal, financial and professional advisors and bankers (collectively, "Representatives"), to whom Confidential Information is made available, do not disclose, to any third party, any Confidential Information, without the prior written consent of the other Party.

15.13.2. The provisions of Article 15.13.1 above shall not apply to:

- (a) disclosure of Confidential Information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by, or at the direction of, a Party or any of its Representatives in breach of this Agreement;
- (b) disclosure, after giving prior notice to the other Party, to the extent required under Applicable Law; and
- (c) disclosures to Representatives in connection with the performance of obligations or the exercise of rights (including remedies) under this Agreement.



For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

15.13.3. Upon termination of this Agreement, each Party shall immediately (i) return the Confidential Information (including copies thereof); or (ii) destroy the Confidential Information to the satisfaction of the other Party and certify such destruction.

15.13.4. Except to the extent required under Applicable Law or by a Governmental Authority or court, no formal or informal public announcement or press release or any communication with the media, which makes reference to any Party or its Affiliates or the terms and conditions of this Agreement, or any of the matters referred to herein, shall be made or issued by or on behalf of any of the other Parties without the prior written consent of such Party.

15.14. Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

15.15. Surviving Provisions

The Parties hereby agree that the provisions of Article 1 (*Definitions and Interpretation*) (to the extent relevant), Article 3 (*Term and Lock-In Period*), Article 10 (*IVF Center*), Article 12 (*Indemnity*), Article 14 (*Termination*), and Article 15 (*Miscellaneous*) shall survive termination of this Agreement.

15.16. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart via facsimile or electronic email in portable document format (.pdf) shall constitute delivery of any originally signed counterpart.

15.17. Authority

Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative of each Party is fully authorised to sign this Agreement.

15.18. Branding



For Dr. S.N. Malhotra Hospitals-LLP  
malhotra  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
malhotra  
Partner

For Cygnus Medicare Private Limited  
Brij  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
Brij  
(Director/Authorised Signatory)

15.18.1. The Parties agree that the Hospital Premises will be used and occupied for the purposes of operating and managing the Hospital under the existing name and style or in the name and style of "Ujala Cygnus Rainbow Hospital" or in any other name as agreed between the Parties. The LLP agrees to provide a limited license to Cygnus to its wordmark "Rainbow" for the purpose of usage of the same in the name of the Hospital Premises during the Term.

15.18.2. The Cygnus agrees that the LLP can use the trademark and word mark of Cygnus in its brochures, documents and materials to represent its association with Cygnus.

15.18.3. The LLP agrees that:

- (a) It shall not use or permit to be used for its business any trade name or trademark or logo, brand name of Cygnus, or any trade name, trade mark, logo or brand name which is identical or phonetically or deceptively similar at any time during the continuance of the Term and thereafter without obtaining prior written approval from Cygnus;
- (b) All rights title and interest in the trade name or trademark or brand name, logo, business name of Cygnus, exclusively belong to Cygnus and that LLP has no right or property therein other than as may be approved in writing by Cygnus. Specifically, post the expiry or termination of this Agreement, the LLP will not use the term "Cygnus" as a part of the name of any hospital (and any connected activities) that the LLP may conduct or permit to be conducted at the Hospital Premises or elsewhere.

15.19. Best efforts and cooperation

Subject to the terms and conditions of this Agreement, both Parties shall use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and regulations to give effect to the terms of this Agreement and the transactions contemplated hereunder, including taking of any further actions, including without limitation the execution other relevant contracts or documents, necessary to effect the objective and terms of this Agreement and the transactions contemplated hereunder.

[Signature Pages to follow]

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)



For Dr. S.N. Malhotra Hospitals-LLP  
*[Signature]*  
Partner

For Dr. S.N. Malhotra Hospitals-LLP  
*[Signature]*  
Partner



IN WITNESS WHEREOF, the Parties hereto have executed (or caused this agreement to be executed by their representative duly authorized, where applicable) as of the date first above written.

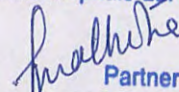
For and on behalf of DR. S.N. MALHOTRA HOSPITALS LLP

For Dr. S.N. Malhotra Hospitals-LLP

  
Partner

Name: Dr. Narendra Malhotra  
Designation: Partner

For Dr. S.N. Malhotra Hospitals-LLP

  
Partner

Name: Dr. Jaideep Malhotra  
Designation: Partner

*[This signature page forms an integral part of the Operation and Management Agreement entered into by and between Dr. S.N. Malhotra Hospitals LLP and Cygnus Medicare Private Limited.]*



IN WITNESS WHEREOF, the Parties hereto have executed (or caused this agreement to be executed by their representative duly authorized, where applicable) as of the date first above written.

For and on behalf of **CYGNUS MEDICARE PRIVATE LIMITED**

*For Cygnus Medicare Private Limited*

Name: Probal Kumar Ghosal  
Designation: Director  
*(Director/Authorised Signatory)*

*[This signature page forms an integral part of the Operation and Management Agreement entered into by and amongst Dr. S.N. Malhotra Hospitals LLP and Cygnus Medicare Private Limited.]*



**SCHEDULE A**

**PART I**

**DESCRIPTION OF LAND**

S. No.	Owner's Name	Plot No.	Municipal No.	Size
1	Malhotra Nursing & Maternity Home Pvt Ltd through Dr. Narendra Malhotra	Plot No. A/3, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/ A-3, A/2, A-2/1, A-2/2A-2/3 Property No: 09/01/11467	923 Sq. Mtr
2	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. A/2, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/ A-3, A/2, A-2/1, A-2/2A-2/3 Property No: 09/01/11467	451 Sq. Mtr
3	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. A/2-1, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/ A-3, A/2, A-2/1, A-2/2A-2/3 Property No: 09/01/11467	445 Sq. Mtr
4	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. A/2-2, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/ A-3, A/2, A-2/1, A-2/2A-2/3 Property No: 09/01/11467	444 Sq. Mtr
5	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. A-2/3, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/ A-3, A/2, A-2/1, A-2/2A-2/3 Property No: 09/01/11467	452 Sq. Mtr
6	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. 1, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SV/K-629/P- 1 & 2 Property No: 6/2/7/607/2	372 Sq. Mtr
7	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. 2, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SV/K-629/P- 1 & 2 Property No: 6/2/7/607/2	372 Sq. Mtr
8	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. 3, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SV/K-629/P-3 & 4 Property No: 6/2/7/607/3	372 Sq. Mtr
9	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. 4, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SV/K-629/P-3 & 4 Property No: 6/2/7/607/3	372.06 Sq. Mtr
10	Dr. Narendra Malhotra & Dr. Jaideep Malhotra	Plot No. 5, Khasra No. 629, Suraj Vihar, Colony, NH-19, Sikandra, Agra	House No: 43/SB/A-5 Property No: 7/02/101B	372 Sq. Mtr
<b>TOTAL</b>				<b>4575.1 Sq. Mtr</b>

**Boundaries:**

East

Suraj Vihar Colony's Road, Agra

West

Plot No A-1, Other Property, Agra

North

Suraj Vihar Colony's Road, Agra

South

NH-19, Agra



For Dr. S.N. Malhotra Hospitals-L.P.  
*malhotra*  
Partner

For Dr. S.N. Malhotra Hospitals-L.P.  
*malhotra*  
Partner

For Cygnus Medicare Private Limited  
*[Signature]*  
(Director/Authorised Signatory)

For Cygnus Medicare Private Limited  
33  
*[Signature]*  
(Director/Authorised Signatory)