



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 the Companies (Incorporation) Rules, 2014]

I hereby certify that PATHKIND DIAGNOSTICS PRIVATE LIMITED is incorporated on this Sixth day of October Two thousand sixteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U74999DL2016PTC306874.

Given under my hand at Manesar this Sixth day of October Two thousand sixteen.

DS MINISTRY OF
CORPORATE
AFFAIRS 01

MANGAL RAM MEENA
Deputy Registrar of Companies

Central Registration Centre
For and on behalf of the Jurisdictional Registrar of Companies

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

PATHKIND DIAGNOSTICS PRIVATE LIMITED

208, Okhla Industrial Estate,, Phase- III,, New Delhi, South Delhi, Delhi, India,
110020





प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U85110UP2008PTC034399

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SHARDA NARAYAN HEALTH CARE PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक सात जनवरी दो हजार आठ को मेरे हस्ताक्षर से कानपुर में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U85110UP2008PTC034399

2007 - 2008

I hereby certify that SHARDA NARAYAN HEALTH CARE PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Kanpur this Seventh day of January Two Thousand Eight.

(K L KAMBOJ)

कम्पनी रजिस्ट्रार / Registrar of Companies

उत्तर प्रदेश एवं उत्तरांचल
Uttar Pradesh and Uttranchal

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

SHARDA NARAYAN HEALTH CARE PRIVATE LIMITED
C/O DR. SANJAY KUMAR SINGH, NEAR TANDON PALACE,, SAHADATPURA,
MAUNATH BHANJAN - 275101,
Uttar Pradesh, INDIA



उत्तर प्रदेश UTTAR PRADESH

EV 470359

HOSPITAL LAB MANAGEMENT AGREEMENT

THIS HOSPITAL LAB MANAGEMENT AGREEMENT is made and executed at New Delhi on this **Tuesday** day of **11-JUNE**, 2019:

BY AND BETWEEN

PATHKIND DIAGNOSTICS PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 2013 and having its registered office at 208, Okhla Industrial Estate, Phase-III, New Delhi - 110020, through its Managing Director & CEO, Mr. Sanjeev Vashishta (hereinafter referred to as "PDPL" which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators, executors and assigns) **OF THE FIRST PART;**

AND

SHARDA NARAYAN HEALTHCARE PVT LTD, a company incorporated and registered under the Companies Act, 2013 and having its registered office at SHARADAPURAM SHAHADATPURA MAU. through its Authorized Signatory, Dr. SANJAY KUMAR SINGH (CHAIRMAN & DIRECTOR) (hereinafter referred to as the "Company" which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators, executors and assigns) **OF THE SECOND PART.**



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Sharda Narayan Health Care
Pvt. Ltd.

 Director

Each party above named shall be referred to as a "Party" when referred to individually and shall be referred to as the "Parties" when referred to collectively.

BACKGROUND:

- (I) **WHEREAS** the Company is presently running a hospital under the name and style of **SHARDA NARAYAN HEALTHCARE PVT LTD** located at SHARADAPURAM SHAHADATPURA MAU, Uttar Pradesh.
- (II) **AND WHEREAS** PDPL is engaged in the business of providing the services of conducting varied pathological tests and other testing or analysis for the purpose of determination of the nature of diseased condition, identification of a disease, or disorder.
- (III) **AND WHEREAS** the Company has approached PDPL to run and operate a pathological laboratory in Company's aforesaid hospital for providing the pathology laboratory services at the Hospital for the Company's inpatients and outpatients including clients for preventive health checks.
- (IV) **AND WHEREAS** based on mutual discussions and the representations, PDPL has agreed to enter into this Agreement with the Company to record the terms and conditions on which PDPL shall run and operate the Facility in the Hospital.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.
 - 1.1.1 "**Administration Cost**" shall include but not limited to the printing & stationery, packing, logistics, repair & maintenance, staff welfare, telecom & connectivity charges, traveling, local conveyance, business promotion expenses, laundry & uniform, books & journal, lease rent & insurance of equipment owned by PDPL.
 - 1.1.2 "**Agreement**" shall mean this hospital lab management agreement.
 - 1.1.3 "**Consumption Cost**" shall include the actual consumption of reagents and consumables at the Facility.
 - 1.1.4 "**Effective Date**" shall mean the date of execution of this Agreement or the date on which the Facility becomes fully operational and functional, whichever is later. The Company shall inform in writing the date of



commencement of commercial operations at the Facility for the purpose of determining the effective date.

- 1.1.5 **"Facility"** shall mean running and operating the pathological laboratory by PDPL in the Company's Hospital for providing the pathology laboratory services at the Hospital for the Company's inpatients and outpatients including clients for preventive health checks.
- 1.1.6 **"Financial Year"** shall mean a period of consecutive 12 (twelve) months commencing from 1st April of each year till 31st March of next year. For the calculation of Revenue, it is hereby clarified that the Revenue for the first financial year shall be calculated on pro-rata basis from the Effective Date of this Agreement to the 31st March of the succeeding year.
- 1.1.7 **"Hospital"** refers to the Company's hospital under the name and style of _____, _____, Uttar Pradesh.
- 1.1.8 **"Manpower Cost"** refers to the total compensation of all direct employees, contractor staff and consultant employed in the Facility by PDPL.
- 1.1.9 **"Revenue"** shall mean the value of all Routine Tests conducted at the Facility in the Hospital in a Financial Year.
- 1.1.10 **"Routine Tests"** shall mean tests to be conducted at the Facility which includes microbiology & serology, hematology, biochemistry, and basic panel & profile tests.
- 1.1.11 **"Services"** shall mean the services to be provided by PDPL at the Facility as mentioned under Clause 3 of this Agreement.
- 1.1.12 **"Term"** shall have the meaning ascribed to it under Clause 10.1 of this Agreement.
- 1.1.13 **"Test Value"** shall mean the value of a Routine Tests issued by PDPL. However, for Hospital IPD/OPD, test value of the Routine Tests shall be mutually fixed by PDPL and the Hospital, from time-to-time. It is specially clarified that the Hospital (IPD/OPD) Revenue shall be calculated on the basis of test value of the Routine Tests, which shall be fixed by PDPL & the Hospital from time-to-time.

1.2 The rules of interpretation in this clause shall apply in this Agreement:



- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.2.2 The **Schedules/ Annexures** forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.2.3 **Words** in the singular shall include the plural and vice versa.
- 1.2.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.5 A reference to any Party shall include that hereinafter referred to as Party's personal representatives, successors or permitted assigns.
- 1.2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2.7 A reference to **writing** or **written** includes faxes and/or email.
- 1.2.8 References to a document in **agreed form** are to that document in the form agreed by the Parties and initialled by or on their behalf for identification.
- 1.2.9 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. SCOPE OF THE AGREEMENT

- 2.1 During the Term of this Agreement or the extended term, as the case may be, the Company shall provide rent free designated area at its Hospital to PDPL alongwith utilities, free of cost, like electricity/power supply, adequate water supply, telephone (landline) & intercom facilities, air-conditioning, security services & housekeeping staff and sterilization services, required for running and operating the Facility in the Hospital for the purpose of rendering the pathology laboratory services to the Company's inpatients and outpatients including clients for preventive health checks.
- 2.2 The Services shall be provided by PDPL in the Facility in an uninterrupted and efficient manner.
- 2.3 PDPL shall be entitled to use its brand name co-branded with the Hospital for all correspondence, reporting of investigations and business transactions, as it may deem fit.



- 2.4 PDPL shall use the Facility to perform the tests on the samples collected from outside (i.e. collection center network appointed by PDPL), which shall be billed by PDPL.

3. ROLE AND RESPONSIBILITIES OF PDPL

The roles and responsibilities of PDPL while rendering the Services are as follows:

- 3.1 PDPL shall render the pathological services at the Facility and follow all medical, clinical and pathological standards in rendering the pathological services in accordance with the applicable laws.
- 3.2 PDPL, at its sole discretion, shall invest and procure the equipment to be used at the Facility and shall bear Administration Cost and Consumption Cost solely, as may be required, for making the Facility operational during the Term of the Agreement and extension thereof, if any. The list of the equipment is given under **Annexure-1** to this Agreement.
- 3.3 PDPL shall deploy such number of adequately qualified and experienced technical persons/ pathologists at the Facility and shall bear the Manpower Cost solely, as it deems fit to carry out the Routine Tests and other services under this Agreement. The list of the PDPL's deployed personnel at the Facility is given under **Annexure-2** of this Agreement.
- 3.4 PDPL shall maintain all relevant patient records in respect of the pathological investigations carried by it.
- 3.5 PDPL shall install and commission the laboratory information management system ("LIMS") on the computer hardware at the Facility. PDPL shall ensure that LIMS is interfacing with the Hospital software for the purpose of effective and real time billing and reporting. PDPL shall share reports from LIMS as per requirement of the Company's Hospital.
- 3.6 PDPL shall provide the IT hardware (including computer system) at the Facility and shall bear all related cost for the same.
- 3.7 PDPL shall be responsible for billing and collection of amounts due from the patients who have availed the Services at the Facility. PDPL shall pay the revenue sharing amount to the company as per the invoice raised by PDPL on a monthly basis, as defined under Clause 5 of this Agreement.

4. ROLE AND RESPONSIBILITIES OF THE COMPANY

The Company shall perform the following activities during the Term of the Agreement:

- 4.1 The Company shall provide rent free designated area at its Hospital admeasuring



1000.(square feet)to PDPL alongwith utilities,free of cost, like adequate water supply, telephone (landline) & intercom facilities, air-conditioning, security services and sterilization services required, for running and operating the Facility for the purpose of rendering the pathology laboratory services to the Company's inpatients and outpatients including clients for preventive health checks. The Company shall ensure that the aforesaid facilities shall be available at the Facility effectively, efficiently and uninterrupted during the Term of the Agreement and extension thereof, if any.

- 4.2 The Facility shall have a washroom and changing room facilities for patients or access to such facilities at a reasonable distance. The Parties agree and recognize that PDPL shall have no right, title or interest in the Facility which shall at all times be retained by the Hospital and this doesnot create any tenancy rights in favor of PDPL.
- 4.3 The Company shall obtain all the licenses, approvals, permissions to run the Facility in the Hospital and shall ensure the validity during the Term of the Agreement and extension thereof, if any. The Company shall provide the copies of all such licenses, approvals, permission to PDPL as and when required.
- 4.4 The Company shall provide the interior, furniture, chairs, light & fittings civil and engineering works at the Facility and shall upkeep the same in the operational condition (interior as well as exterior) throughout the Term of this Agreement and extension, if any, as per the specification and recommendations of PDPL. The cost of such facilities shall be borne solely by the Company. All these facilities include: Lab counter with under counter storage (approx. 40 running feet) along with sink, water drain and supply. UPS/Raw Point approx. 40 in number and 20 number data point, electrical and data work (wiring, switch plate, data rack and lighting), Dr room partition, separate AC for lab area 2 Tr.
- 4.5 The Company shall ensure round the clock security at the Facility.
- 4.6 The Company shall bear all the cost of the infrastructure items including communication equipment, air conditioners, DG-Supply, etc. provided in the Facility and shall ensure upkeep of the same in proper working condition. The operating cost of such facilities shall be borne solely by the Company at all times during the Term of this Agreement and same shall always be as per the specification and recommendations of PDPL.
- 4.7 The Company shall ensure to keep the Facility in good state at its own cost.
- 4.8 All consents and approvals for the consummation of the proposed arrangement including running of the Facility have been obtained by the Company and all such approvals are and shall remain in full force and effect and there are no other consents and approvals that are required from any third party for the consummation of the transactions envisaged herein. None of such consents and approvals is the subject of any pending or threatened review or attack by appeal or direct proceedings or otherwise. The Company shall be solely responsible for



all the permissions, licenses and approvals to run and operate the Facility and Hospital and shall always keep the said licenses, approvals and permission in full force during the entire tenure of the Agreement. Any non-compliance of this provision by the Company, shall entitle PDPL to terminate the Agreement with immediate effect, notwithstanding the lock-in period.

5. CONSIDERATION AND REVENUE SHARING

- 5.1 The Test Value for Routine Tests and the Revenue Sharing are detailed under **Annexure-3** & **Annexure-4** to this Agreement, respectively. The Test Value may be revised, from time-to-time, with mutual consent of the Parties to this Agreement.
- 5.2 PDPL shall raise invoice upon the Company, on 5th of every month, for the Services rendered by it at the Facility. PDPL shall deduct applicable tax at source as per the provisions of Law of the country and make payment due within seven (7) days of the receipt of the invoice or 10th of that month, whichever is later. Any delay in the payment after the due date shall attract interest @ 18% p.a.
- 5.3 In case any test is not performed at PDPL's network laboratory, PDPL shall organize to get the same performed through the third parties. The cost of such tests shall be reimbursed by the Company on actual basis.
- 5.4 In case of requirement for research based esoteric tests due to academic inclination of the Hospital which are not performed at PDPL's network laboratories, PDPL will organize to get the tests performed through its international affiliates.
- 5.5 In consideration for the role and responsibilities assumed by the Company and PDPL in terms of this Agreement, both Parties will share the revenue in such manner as mentioned in **Annexure-4** of this Agreement.
- 5.6 All payments shall be subject to deductions of tax at source, if any.

6. REPRESENTATIONS AND WARRANTIES

Both the Parties represent warrant and undertake that:

- 6.1 **Due Authorization:** Both the Parties have the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. When executed and delivered, this Agreement will constitute valid and legally binding obligations of both the Parties, enforceable in accordance with its terms.
- 6.2 **No Conflict:** The execution, delivery and performance by both the Parties to this Agreement and the consummation by both the Parties of the proposed arrangement does not violate and / or conflicts with any applicable laws.



- 6.3 **Liability:** All services given by the Company and/or its directors, officers and employees in the Hospital or in the Facility including without limitation the treatments, medical services etc. shall be the sole and exclusive responsibility of the Company. The Company shall be liable and shall keep PDPL indemnified against any claim, notices, demand, actions, suits or proceedings of whatsoever nature and howsoever arising due to aforesaid acts and/or omissions by the Company and/ or its directors, officers and employees. The provisions set forth in this clause of the Agreement shall survive and shall continue to be binding upon the Parties notwithstanding the termination or expiration of the Agreement.

7. **INDEMNITY**

Each defaulting party ("Indemnifying Party") hereby indemnifies and agrees to keep indemnified, defend and hold harmless, the other non-defaulting Party and each of its respective officers, directors, partners, employees, agents, successors, and assigns and/or its affiliates (each, an "Indemnified Party" and collectively the "Indemnified Parties") from and against, any and all, damages, Losses, Liabilities, obligations, fines, penalties, levies, action, investigations, inquisitions, notices, suits, judgments, claims of any kind including third party claims, interest, governmental and statutory action, costs, litigation and arbitral costs, taxes or expenses (including without limitation, reasonable attorney's fees and expenses) (collectively referred to as "Loss") suffered or incurred, directly or indirectly by any Indemnified Party as a result of negligent acts and/or omissions and/or breach of any obligations and/ or misrepresentation or inaccuracy in any representation and/ or warranties by the Indemnifying Party, and/ or failure to perform or comply with any obligations, contained in this Agreement. The provisions set forth in this Indemnity clause of the Agreement shall survive and shall continue to be binding upon the Agent notwithstanding the termination or expiration of the Agreement.

8. **NON SOLICITATION**

During the Term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement, both the Parties shall not solicit, hire, employ or engage, directly or indirectly, the services of any of the employees of the other party.

9. **TERM AND EXPIRY/ RENEWAL/ TERMINATION**

- 9.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date shall remain in force for a period of 10 years. Upon expiry, this Agreement may be renewed on such terms and conditions as may be mutually agreed between the Parties in writing.
- 9.2 This Agreement provides for a lock-in period of 5 years during which neither Party can terminate this Agreement.



- 9.3 After completion of the lock-in-period, this Agreement may be terminated:
- 9.3.1 by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and warranties of the Parties of this Agreement by any Party hereof ("Breaching Party"), which breach has not been remedied by the Breaching Party within (60) days of receipt of written notice requiring remedy of the such breach; or
- 9.3.2 by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent.
- 9.4 Notwithstanding anything contained in this Agreement, PDPL shall be entitled to terminate this Agreement by giving sixty (60) days' written notice to the Company.
- 9.5 The right of either Party to terminate this Agreement will be in addition to any other remedies it may have. All remedies to either Party under this Agreement are cumulative and not alternative and may be enforced successively or concurrently.

10. CONSEQUENCES OF TERMINATION

- 10.1 Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term of this Agreement.
- 10.2 All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof.
- 10.3 PDPL and its employees shall vacate the Facility and hand over the physical possession of the Facility to the Company after removing all their equipment, machines, supplies, furnishing & equipment or other property installed by it at the Facility.

11. CONFIDENTIALITY

- 11.1 The Parties agree to treat as confidential, all information which may at any time come into their possessions and which may relate to any actual or proposed business activities, financial affairs, products, developments, trade secrets, candidate/employee details, Companies or suppliers' information which may reasonably be regarded as confidential, obtained from or made available by the other party, in whatever form whether in verbal, paper, electronic or digital. Confidential Information for the purposes of this Agreement shall also include the rates and facilities provided by the other Party ("**Confidential Information**")



- 11.2 The receiving party undertakes that it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers do not reveal, to any third party any Confidential Information without the prior written consent of the disclosing party.
- 11.3 The receiving party further undertakes not to use any Confidential Information for any purpose outside the scope of this Agreement.
- 11.4 The receiving party shall treat all Confidential Information of the disclosing party with utmost care.
- 11.5 The Confidentiality obligations set forth under this Clause shall survive termination or expiry of this Agreement

12 GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of India.
- 12.2 In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both the Parties. The Parties shall try to resolve the difference and/ or dispute within 30 days or such extended time as may be agreed between the Parties. In case, any difference and/ or dispute could not be resolved through mutual discussion then such difference and/ or dispute between the Parties shall be referred to the sole Arbitrator appointed by both the Parties in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be New Delhi and the language to be used in the arbitral proceedings shall be English. The award of the arbitration shall be final and binding between the Parties.
- 12.3 Subject to provisions of Clause 12.2 above, the Courts in New Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement.

13 MISCELLANEOUS

- 13.1 **Assignment:** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 13.2 **Performance & Waiver:** The failure of either Party to require the performance by the other Party of any of the terms of this Agreement shall not affect that Party's right to enforce such term or terms at some later time, and the waiver by either Party of any breach of any provision of this Agreement shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.



13.3 **Relationship**

13.3.1 The Company and PDPL, in the performance of this Agreement, shall be and act as an independent Party. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

13.3.2 No provision of this Agreement shall constitute 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 except as provided expressly under this Agreement.

13.4 **Amendment:** This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

13.5 **Severability:** If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

13.6 **Notices:** Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served:

13.6.1 if delivered personally, upon receipt by the other Party;

13.6.2 if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or

13.6.3 if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender; or

13.6.4 Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement; or

13.6.5 Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

13.7 **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

13.8 **Force Majeure:** If any Party hereto is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other



Party under this *Agreement*, it is agreed that the affected Party shall within fourteen (14) days of the occurrence of the Force Majeure give written notice to the other Party setting out full particulars of such Force Majeure. The duties of the Party affected by such Force Majeure shall with the approval of the other Party, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable despatch. None of the Parties shall be responsible for delay caused by Force Majeure. No claim for damage or any other remedy shall arise out of any breach of, or any failure or delay to perform any of the obligations arising under this Agreement if such breach, delay or failure is caused by a Force Majeure event.

For the purpose of this Agreement, "**Force Majeure**" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- (i) acts of God, including without limitation fire, storms, floods, earthquake or lightning;
- (ii) war, hostilities, change in governmental Laws, orders or regulations adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, Central or State in India or overseas, or any agency thereof, sabotage, explosions; or
- (iii) strikes, lockouts or other concerted industrial action.

Signature page follows

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



year first hereinabove written.

For PATHKIND DIAGNOSTICS PRIVATE LIMITED



ABHIJIT GORAI
(AVP) SALES & SALES

Witness 1.

A handwritten signature in blue ink, appearing to be 'Roshan'.

Witness 2.

A handwritten signature in blue ink, appearing to be 'Vishal'.

For SHARDA NARAYAN
HEALTHCARE PVT LTD

Sharda Narayan Health Care
Pvt. Ltd.

Dr. SANJAY KUMAR SINGH
CHAIRMAN & DIRECTOR

Witness 1.

A handwritten signature in blue ink, appearing to be 'Ajay'.

Witness 2.

A handwritten signature in blue ink, appearing to be 'Ajay'.