



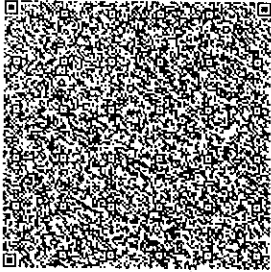
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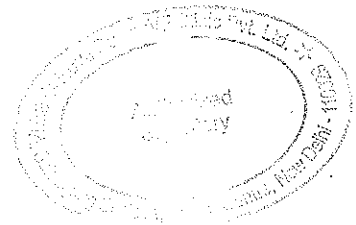
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL284289549717390
Certificate Issued Date : 18-Mar-2016 01:16 PM
Account Reference : IMPACC (IV)/ dl793103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL793103556145083460680
Purchased by : NOVA PULSE IVF CLINIC PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NOVA PULSE IVF CLINIC PVT LTD
Second Party : CITY HAWKS MANPOWER SERVICES AND CONSULTANCY P
LTD
Stamp Duty Paid By : NOVA PULSE IVF CLINIC PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

AGREEMENT

This Agreement is made at Delhi on this 1st day of April 2016 ("Effective Date").

By And Between

City Hawks Manpower Services and Consultancy Private Limited., a Company incorporated under the companies Act 1956, having its registered office No.S-210, Shokeen Plaza, Sector-12, Dwarka, New Delhi – 110075, India (hereinafter referred to as the "**Service Provider**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, the heirs, executors and administrators, permitted assigns) of the **First Part**;

AND

Nova Pulse IVF Clinic Private Limited., a Company incorporated under the Companies Act, 1956 having its registered office at No.128 5th Floor, Golden Towers, Old Airport Road, Kodihalli, Bangalore - 560017 and its Delhi NIF Clinic located at B2/1A, Safdarjung Enclave, Africa Avenue, New Delhi - 110029. (hereinafter referred to as the "**NIF**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

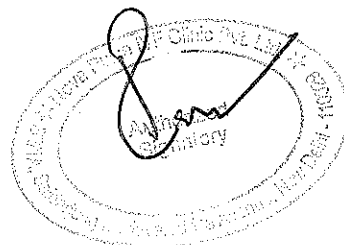
WHEREAS:

1. The NIF is engaged in the business of establishing and operating a chain of Infertility Clinic with focus on Assisted Reproductive Techniques in India.
2. The Service Provider is engaged in the business of providing Security Services.
3. NIF wishes to engage Security Services ("the said services") of the Service Provider at the NIF's premises situated at B2/1A, Safdarjung Enclave, Africa Avenue, New Delhi – 110029 and for the same, the Service Provider has agreed to provide the said Services at the NIF Delhi premises at the location and on the terms and conditions as agreed to hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PERIOD OF THE AGREEMENT:

The above-mentioned agreement shall commence from 1st April 2016 (Effective Date) and shall be in force for a minimum period of ONE year from the effect date and shall additionally remain in force with the NIF until such time as the persons engaged by the Service Provider in terms of this Agreement remain on the location/s of the NIF providing services as contemplated herein.



2. UNIT STRENGTH AS ON COMMENCEMENT:

The unit strength at the time of commencement is mentioned hereunder.

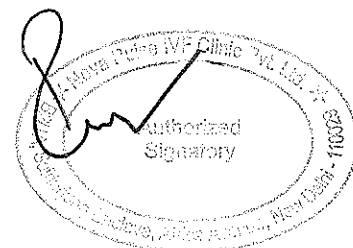
Category	Total Strength	Shift Wise Strength
Security	4 (Four Guards)	Day & Night (12 Hours)

3. DUTY HOURS:

The daily working tenure of the security personnel deployed by the Service Provider shall be of eight hours duration. However, in certain specific operational areas owing to various inherent factors viz. remoteness, scarce availability of trained manpower or the existing low wage structure, Personnel shall perform their duties as per the requirement of the NIF.

4. BILLING AND PAYMENT:

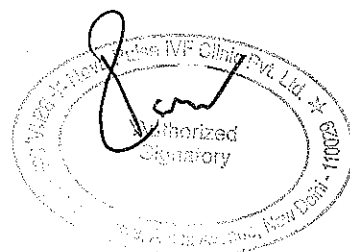
- 6.1 In consideration of the Services provided by the Service Provider under this Agreement, the NIF shall pay to the Service Provider a service fee ("Service Fee") in accordance with the rates agreed between the parties in writing, and annexed hereto as "**Annexure-A**" (*cost per security personnel*).
- 6.2 The Service Provider will invoice the NIF on the 25th day of every month and any less / extra duties actually performed will be adjusted in the subsequent months invoice. For ensuring timely payments to the Service Provider's Personnel, the Service Provider's cheques should be released on or before the 10th of every month by NIF. The NIF will not interfere in any act related to the payment of wages or emoluments in any manner whatsoever by the Service Provider to the personnel engaged by it in pursuance to this Agreement or in respect of any disputes between the Service Provider and their personnel or to deal with the personnel of the Service Provider directly.
- 6.3 All payments towards Service Provider's invoice are to be made by cheque/draft/pay order favouring **City Hawks Manpower Services and Consultancy Private Limited**. only. Any payments made in cash without proof of receipt issued by service provider will not be considered as payments received by the Service Provider. NIF does the Service Provider's payments within stipulated time.
- 6.4 At any point of time the NIF cannot, as a pre condition for payments, with hold / co-relate the outstanding invoiced amount against any pending insurance claim not yet finalised allegedly due to any negligent act on part of the Service Provider.
- 6.6 The NIF will not make any deductions whatsoever in the invoices raised by the Service Provider except applicable taxes (TDS).



5. REPRESENTATIONS & WARRANTIES OF THE SERVICE PROVIDER:

The Service Provider represents and warrants that:

- a) It is a Private limited Company, duly formed, validly existing under the laws of India and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary.
- b) It has obtained all licenses, registrations, approvals, permissions etc. required for it to provide the Services under this Agreement including without limitation licenses, registration, approvals, permissions, etc. under all applicable legislations and registration for the purpose of service tax.
- c) It shall ensure that it will promptly pay all statutory dues required to be paid by it including without limitation all contributions and payments required to be paid under applicable legislations and service tax.
- d) It shall provide the NIF with all assistance as may be requested by the NIF so as to enable the NIF to obtain all necessary licenses, registrations, approvals, permissions, etc, including without limitation licenses, registrations, approvals, permissions, etc under all applicable labour legislations required to be obtained by the NIF so as to enable it to avail the Services under this Agreement.
- e) The Service Provider will use reasonable skill and care in the provision of the Services in accordance with good Industry practice and will provide Services as per the Scope of work through its uniformed and trained personnel and these personnel shall be covered under all statutory liabilities such as ESI, PF etc will be paid by the service provider. The Service Provider will indemnify the NIF against all statutory liabilities.
- f) In case of any theft /pilferage at the said premises, the Service Provider and the NIF shall conduct a joint enquiry and based on the report of such enquiry, if it, appears that the personnel of the Service Provider were involved and in such theft/pilferage, the Service Provider shall give its full cooperation in recovering the materials, and by assisting the NIF to file a FIR with jurisdictional police. In case of any theft/pilferage by the employees of the Service Provider occurring in the premises of the NIF, the Service Provider shall compensate the resultant loss/s on finding prima facie the involvement of Service Provider's employee the NIF will further take action of taking up the case with the Police, And the Service Provider shall co-ordinate and assists in recovering the materials through a joint enquiry.
- g) The Service Provider shall ensure that ante-cedents and background verifications of his employees, before deploying them in the premises of the NIF, is conducted and records produced when sought by the NIF



6. REVISION OF WAGES RATES OF SECURITY PERSONNEL:

Whenever the minimum wages and allowances payable to the Personnel are increased by a notification from the respective State Governments or from any other Govt./semi Govt. authority, as applicable, the amount equivalent to the increased Wages, Allowances, Agency Cost and Service Tax as applicable on those rates will have to be borne by the NIF. A copy of the gazette notification will be made available on request.

7. PAID HOLIDAYS:

As per the statutory rules, the Service Provider will charge the NIF extra on a pro-rata basis for duties performed by the Service Provider's Personnel during the four national holidays i.e. Republic Day, Labour Day, Independence Day & Gandhi Jayanti.

8. ROTATION OF SERVICE PROVIDER'S PERSONNEL:

The Service Provider retains its right to transfer/rotate/remove all or any of its Personnel from the NIF's location/s at any point of time during the pendency of the contract under intimation to the NIF without assigning any reason to the NIF and in such event the Service Provider will not be liable in any manner whatsoever to the NIF to pay any compensation, damages, etc.. If the NIF by itself and/or through its representatives objects to and/or insists on retaining the Personnel against the professional advice of the Service Provider, the NIF will indemnify and keep indemnified the Service Provider from loss of damage, financial or otherwise caused or seemed to have been caused directly or indirectly by any such acts and during such duration shall continue paying the amounts under this Agreement to the Service Provider.

9. RELIEVING CHARGES:

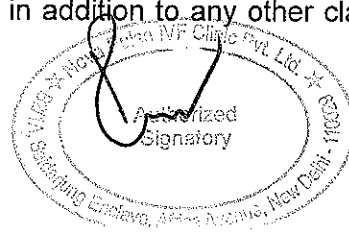
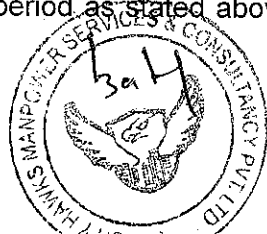
As per the Shops and Establishment Act 1948, the Service Provider has to provide one mandatory off per week per individual. Hence, the Service Provider can charge the NIF 1/6th of the total invoice amount as relieving charges.

10. COMPENSATION:

During the pendency of this contract whilst on duty at the NIF 's location, if any of the Service Provider's Personnel are injured or are compelled to injure someone for the protection of the NIF 's property or personnel, the NIF will be responsible for indemnifying the Service Provider towards any litigation, medical or any expenses incurred thereof and shall indemnify and keep indemnified the Service Provider towards all claims and demands of all third parties in this behalf including towards any third party claims towards compensation, loss, damage, etc..

11. RE-EMPLOYMENT

The NIF will not offer direct employment to any of the Service Provider's employee/s during the pendency of this contract. If the Service Provider's employee/s is/are directly enrolled by the NIF or any third party acting at the behest or under the instructions of the NIF within the period as stated above, the NIF will, in addition to any other claim of the



Service Provider, be liable to pay the Service Provider an amount equivalent to three months gross salary of that individual.

12. FUNCTIONING TOOLS OR CONSUMABLES:

During the pendency of the contract, the NIF will provide the Service Provider with a functional Cabin, Tables, Chairs, Torches, Consumables such Stationery items, necessary documentation etc.

13. CONFIDENTIAL INFORMATION:

The Service Provider shall at all times, from the Effective Date hereof, and even after expiry and/or termination of this Agreement, howsoever caused, maintain the secrecy of and shall keep confidential, and procure that the Personnel keep confidential, any and all information and documents which they may come to know of and/or come to possess and/or acquire in connection with this Agreement, including all information relating to patients, their medical records, charges, fees, billing details and standard operating procedures (collectively "Confidential Information") and shall not use or disclose such information to any party without prior written consent of NIF.

14. INDEMNIFICATION:

Since the personnel are deployed at the NIF's premises, it is imperative that the NIF reimburses the Service Provider as per the prevailing minimum wages and allowances payable to the Service Provider's personnel. If the NIF does not pay the Service Provider as per the prevailing minimum wages and allowances, then the Service Provider is not liable to pay their personnel deployed at the NIF's facility as per the prevailing minimum wages and allowances and the NIF shall keep the Service Provider indemnified towards any consequences thereof.

The Service Provider shall provide the required assistant to NIF in case of inspection by any statutory authorities etc and provide all required details of proof for payment/remittance of wages, PF, ESI to security personnel.

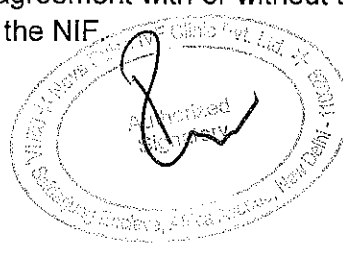
15. CENTRAL AND STATE GOVERNMENT RULES:

Other applicable Central and State government rules / acts / modifications and changes done to the existing rules / acts and other rules / acts introduced from time to time, will be governing, applicable and binding on both the parties.

16. TERMINATION OF THE AGREEMENT

During the currency of this Agreement the NIF shall have right to terminate this Agreement without cause, and without providing any reason there for, by providing a 30 (thirty) days notice in writing to the Service Provider or by payment of a sum equivalent to thirty (30) days service fees in lieu of such notice to the Service Provider.

Similarly the Service Provider can terminate the agreement with or without assigning any reason whatsoever by giving thirty days notice to the NIF



Upon termination or expiry of the agreement the NIF will clear all the outstanding dues of the Service Provider immediately.

17. NOTICE

Any notices to be given hereunder by either Party to the other may be effected either by personal delivery in writing, recognized express courier service or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the personnel at the address specified below. Mailed notice and express couriers will be deemed communicated as of the date of confirmed receipt or date of confirmed refusal to accept the mailed notice.

In case of the Service Provider:

Manager
No.S-210, Shokeen Plaza, Sector-12, Dwarka, New Delhi – 110075,

In case of the NIF:

To - Center Manager
B2/1A, Safdarjung Enclave, Africa Avenue, New Delhi - 110029.

18. CONSTRUCTION/SEVERABILITY:

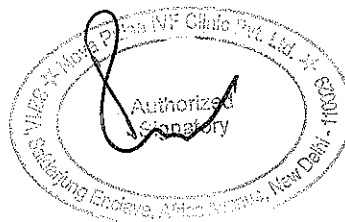
In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

19. WAIVER:

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

20. ASSIGNMENT/SUB-CONTRACTING:

Both the parties shall not assign, subcontract or otherwise transfer any of its rights or obligations under this Agreement (including without limitation the Services to be performed hereunder), without the prior written consent of the Other Party. Any assignment, transfer for subcontracting in violation of this provision shall be deemed to be invalid.



21. AMENDMENTS:

This agreement shall not be modified or amended unless the Parties in their discretion mutually agree in writing, in which case such alterations shall be deemed to form part of this Agreement and shall be binding on the Parties hereto. Upon execution of this Agreement, all prior agreements, commitments, promises, assurance, oral or otherwise made by and between the Parties hereto and not herein expressly provided for shall not have any legal significance and shall be treated as cancelled or superseded by this Agreement and shall be of no force and effect.

22. JURISDICTION:

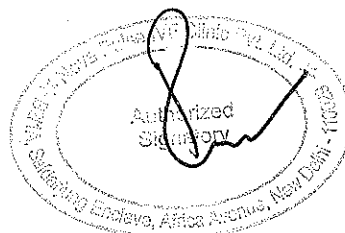
This agreement will be governed by the laws of India and the courts in Delhi shall have exclusive jurisdiction.

23. DISPUTE RESOLUTION:

Any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time, and the arbitral tribunal shall consist of a sole arbitrator appointed by the Service Provider. The decision of the Arbitrator/s so appointed shall be binding upon the parties. The law governing the arbitration proceedings shall be Indian law and the proceedings shall be held at Delhi and conducted in the English language.


24. COMPLETE AGREEMENT

1. This Agreement supersedes any and all agreements or contracts between the parties hereto in relation to the Services.
2. This Agreement, together with its Annexures is the entire agreement and expresses the complete, exclusive, and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.
3. In the event of any conflict or inconsistency between this Agreement and the Annexure, the order of precedence to use in resolving such conflict or inconsistency shall be: the Agreement, the Annexure.
4. This Agreement does not create any rights in any person or entity who is not a party to this Agreement.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY:

<p>FOR AND BEHALF OF City Hawks Manpower Services and Consultancy Private Limited</p> <hr/> <p>Authorized Signatory Name: B. L. YADAV Designation:</p> <p>PAN No: Service Tax Registration No: PF Registration No: ESI Registration No:</p> <p>Witnesses:</p> <p>1.</p>	<p>FOR AND BEHALF OF Nova Pulse IVF Clinic Private Limited</p> <hr/> <p>Authorised Signatory Name: NIKHIL RAJMOHAN Designation</p> <p>Witnesses:</p> <p>1. </p>
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ANNEXURE "A"

SR NO	DESCRIPTION	SECURITY GUARD	SUPERVISOR
1	BASIC+VDA	9,178.00	11,154.00
	Add 04 Hours	4,589.00	5,577.00
	Total Basic for 12 Hours	13,767.00	16,731.00
2	EPF @13.35%	1,225.26	1,489.06
3	ESI @4.75%	653.93	794.72
6	TOTAL	15,646.20	19,014.78
7	Reliever Charges	2,607.70	3,169.13
8	Total	18,253.89	22,183.91
9	SERVICE CHARGES @10%	1,825.39	2,218.39
10	TOTAL	17,471.58	21,233.17

NOTE:

1. Service Tax as applicable shall be levied extra as per law & Govt. Notification.
2. The above mentioned rates are subject to change as per change in Minimum Wages by Govt. Notification and the service provide shall intimate the same to NIF on any changes during the term of the agreement

