



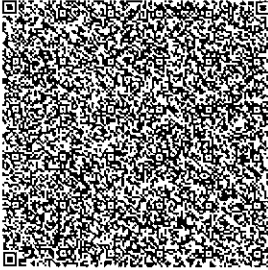
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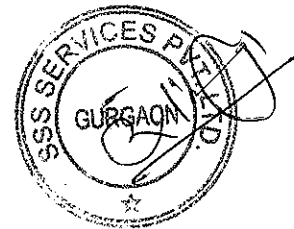
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL284280821804790
Certificate Issued Date : 18-Mar-2016 01:15 PM
Account Reference : IMPACC (IV)/ dl793103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL793103556163656383050
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 : SSS SERVICES PVT 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:

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2. The onus of checking the legibility is on the users of the certificate.

3. In case of any discrepancy please refer to the Competent Authority.

MAINTENANCE SERVICES AGREEMENT

This Service Agreement is executed on this 21st day of March 2016

By and between

Nova Pulse IVF Clinic Private Limited., a company incorporated under the laws of India and having its registered office at No.128 5th Floor, Golden Towers, Old Airport Road, Kodihalli, Bangalore - 560008 and having its "Nova IVI Fertility" Delhi Clinic located at No.B2/1A, Safdarjung Enclave Africa Avenue, New Delhi - 110029 India. (hereinafter referred to as "**First Party**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) **OF THE FIRST PART**;

AND

SSS Services Private Limited., having its registered office Flat No.8-D, Sect 3, Plot 7, CHGS, Balaji Apartment, Dwarka PH II, New Delhi - 110078 through its authorized signatory (hereinafter referred to as "**Second Party**") which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) **OF THE SECOND PART**.

WHEREAS:

- A. The First Party is engaged in the business of establishing and operating a chain of infertility clinics with focus on ART in the name of **NOVA IVI FERTILITY** at (hereinafter referred to as "**NOVA IVI FERTILITY CLINIC**");
- B. The First Party is desirous of contracting Engineering services in respect of the **NOVA IVI FERTILITY CLINIC**.
- C. The Second Party is engaged in the Engineering business and has represented that it has got the necessary and adequate experience, expertise, infrastructure, skill and trained manpower to perform and render the Maintenance services for **NOVA IVI FERTILITY CLINIC** and healthcare facilities.
- D. The First Party has approached the Second Party to provide Electrician services at the **NOVA IVI FERTILITY CLINIC** and the Second Party has agreed to provide the same based on the terms and conditions set out in this Agreement.
- E. The Parties hereto desire to record their representations, warranties, statements, assurances, agreements, undertakings, indemnities and covenants on their part as also the terms and conditions of their agreement as under:

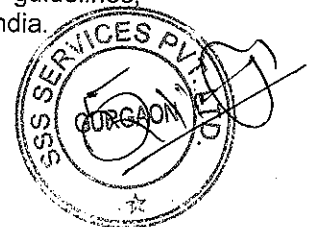
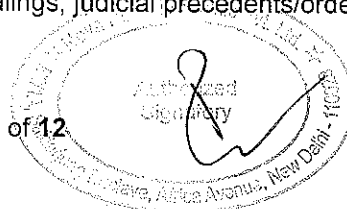
NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

"**Agreement**" shall mean this Agreement and any revision or modification thereof including attached schedules and annexures;

"**Applicable Laws**" shall mean and include the relevant laws of India and includes legislation at Central and State levels Acts, and also various rules, regulations, notifications, guidelines, governmental orders, by-laws, internal policies, rulings, judicial precedents/orders in India.



Effective date" shall mean 10th February 2016

"Party" shall mean the First Party or the Second Party;

"Parties" shall jointly mean the First Party or the Second Party;

"Services" services to be provided by Second Party shall include without limitation the following acts, roles and responsibilities and services to be provided by the Second Party.

- a. To provide and render entire 'Engineering (maintenance) ' for and in respect of First Party's requirements from time to time. The 'Engineering (maintenance)' shall cover entire NOVA IVI FERTILITY Clinic building / infrastructure, various plants and machinery, installations, equipments, appliances, instruments, gadgets, furniture and fixtures, materials / stores, other company properties, the company information, the employees, the patients and their relations / attendants etc.

Interpretation:

- (i) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- (ii) References in this Agreement to Articles, Clauses, Schedules and Annexures are references to articles, and clauses in and schedules and annexures to this Agreement. The Annexures or Schedules to this Agreement shall be deemed to form an integral part of this Agreement.
- (iii) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

1. SCOPE OF THE AGREEMENT:

During the Term hereof, the Second Party shall render the Services at the NOVA IVI FERTILITY CLINIC in accordance with the service level requirements and qualitative standards set out in Annexure A hereof. Second Party shall perform the said services of its own and to the complete and utmost satisfaction of the First Party and shall not engage a subcontractor without the express written consent of First Party for the performance of the said Services.

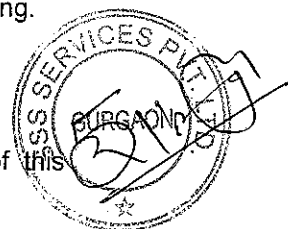
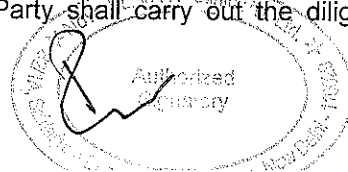
- 1.1 The Services shall be provided by Second Party in the NOVA IVI FERTILITY Clinic in an uninterrupted and efficient manner from **10th February 2016 to 09th February 2018** First Party shall determine the Schedule and timings for rendering of the said Services and communicate it to Second Party in writing and Second Party and all its employees shall ensure strict adherence to schedule and timings.

- 1.2 Second Party shall take responsibility for assessing the requirements, planning the activities and implementing and monitoring the Services with its trained and qualified personnel. The Services shall be performed to ensure smooth and efficient functioning.

3. OBLIGATIONS OF SECOND PARTY

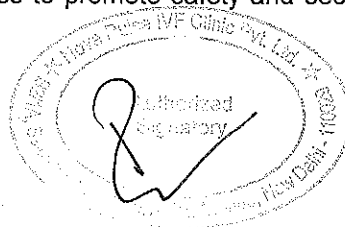
- 3.1 Second Party has agreed to perform the following services during the Term of this Agreement:

- (i) Provide the Services in a competent, efficient and uninterrupted manner and follow all quality and safety and security standards in rendering the Services in accordance with Applicable Laws and Annexure A hereof. Second Party shall carry out the diligently,



efficiently and to the satisfaction of the First Party and will only provide those personnel who have ethical background and who have got due police verification. Second Party shall provide the First Party with the duly police verification reports of the personnel provided at the NOVA IVI FERTILITY clinic.

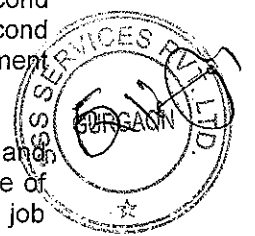
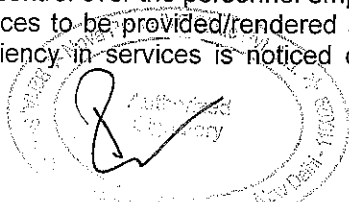
- (ii) Provide at its sole cost and expense competent and trained personnel and employees for rendering the Services as per the requirements and prepare and constantly update all personal data in respect of its team and make such data available to the First Party. The personnel appointed by Second Party shall perform the Service all the days of the month and round the clock as agreed with the First Party. First Party will intimate to Second Party in writing any increase or decrease of personnel and Second Party will cater to First Party's requirement.
- (iii) In case any personnel of the Second Party is found not meeting the requirement, Second Party shall be obliged to replace the same immediately. The number of personnel can be increased or decreased depending upon the exigency of work.
- (iv) Second Party shall ensure that its employees observe perfect Safety Health and Environment "SHE" and shall ensure that training programme is carried out by a qualified Training Manager on location to ensure that the "SHE" policy of First Party is fully implemented in every facet of services entrusted.
- (v) Second Party shall take due care of all assets or the like provided to the Second Party by the First Party and shall also take proper and reasonable precaution to prevent the loss, destruction, and misuse of resources in the area of its responsibility and shall not knowingly/unknowingly lend to any person or company any of the assets of Second Party or any information under their control.
- (vi) The Second Party shall hold monthly meetings with the representative of the First Party in respect of provision of services and related aspects thereof.
- (vii) Second Party shall ensure prompt action and effective communications and appoint a Coordinator and Shift Supervisor for coordinating day to day operations. Such person shall be provided with a mobile phone for effective communication
- (viii) Second Party shall be responsible for getting a police verification done of all its employees and security personnel. Second Party shall be responsible for any loss suffered by First Party on account of negligence, vandalism or misconduct by the personnel. Second Party shall have to compensate First Party for any loss suffered on this account.
- (ix) The Second Party shall be required to meet the required quality and safety standards in terms of manpower training and delivery of services by playing a proactive role in all Quality & Safety programme /initiatives which the First Party may undertake from time to time during the period of the agreement.
- (x) Second Party shall ensure that no illegal, dangerous, harmful or objectionable materials, articles or goods, or the same which can otherwise cause annoyance or disturbance to the said Premises are brought into the NOVA IVI FERTILITY CLINIC and shall assist the First Party in removing the same.
- (xi) Second Party shall ensure that the First Party be reported and alerted of any Engineering (maintenance) problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage or harm to the NOVA IVI FERTILITY CLINIC or the patients, attendants, visitors and staff at the NOVA IVI FERTILITY CLINIC.
- (xii) Second Party shall recommend, where necessary or desirable in its opinion, improvement to safety measures and procedures to promote safety and security for the NOVA IVI FERTILITY CLINIC.



- (xiii) Second Party shall in order to ensure a consistent service quality.
- (xiv) All permanent and regular replacement of the Second Party's personnel will be subject to prior approval from the First Party
- (xv) Second Party shall provide overall electrical engineering (maintenance) management and supervision including inspection of not less than one per day, of the NOVA IVI FERTILITY CLINIC Premises and Second Party personnel on duty at regular intervals daily. Second Party personnel assigned to duty will comply with all reasonable instructions pertinent to protection at the NOVA IVI FERTILITY CLINIC Premises as may be issued by the First Party.
- (xvi) Second Party will at its sole cost and expense supply uniforms & ID cards to their persons force according to the scales prescribed by Second Party and ensure that its engineering personnel wear the same while on duty.
- (xvii) Second Party shall be solely responsible for the maintenance of discipline etc.
- (xviii) Second Party shall, at no additional cost to the First Party be responsible for the replacement of any member of its engineering personnel falling sick, proceeding on leave, or otherwise absent or if instructed by the First Party at any stage.
- (xix) Second Party shall have and provide the First Party in advance for approval, the duty roster of personnel during the forth coming weeks, giving their respective names, assignment duty periods, etc. each and every Second Party personnel who reports for duty must sign his name in the appropriate place provided in the form. This list must be signed in two copies, one of which must be given to the First Party not less than 24 hours everyday.
- (xx) Second Party Shall ensure monthly Audits of the entire premises, including all electrical works by some senior management and submit an audit Report to The first party by 1st of every month .
- (xxi) Second Party in all ways will provide backup in case of absence of any one of the persons reporting to the centre
- (xxii) Second party shall assure all proper documentation of files and registers that will be required to maintain from time to time such as c-check files , Generator checks etc .. There will be no compromise in case all such documents are not found in place which could compromise on the safety of place or of any such equipments it shall be the responsibility of the second party ,

4. OBLIGATIONS OF SECOND PARTY IN RESPECT OF ITS PERSONNEL ENGAGED IN PROVIDING THE SERVICES

- (i) The Parties agree that this Agreement is in the nature of a service contract where Services are being provided by the Second Party in accordance with the agreed quality parameters and standards. In this regard, the Second Party agrees and undertakes to employ in its employment all personnel (as per prescribed competencies) required to provide the said Services. Such employees shall at all times remain and be construed to be the employees of Second Party alone. There shall be no employee-employer relationship between First Party and the employees engaged / deployed by Second Party. First Party shall not be held responsible for any non payment on part of Second Party and shall not be considered to be the principal employer of the First Party. Second Party undertakes to indemnify First Party in this respect should any claim for payment arise against First Party.
- (ii) The Supervisory, disciplinary and administrative control over the personnel employed and the manner and mode of work of the said Services to be provided/rendered shall be of Second Party alone. But in case of any deficiency in services is noticed or that job

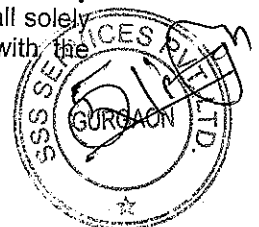
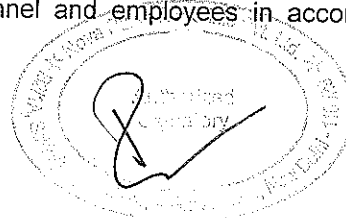


carried out and services rendered are not in accordance with the standards or up to the expected standards envisaging the requirements of a First Party, First Party shall always be within its rights to get the deficiencies removed.

- (iii) Second Party shall ensure that their personnel are trained as per the requirement of the NOVA IVI FERTILITYCLINIC for providing required services.
- (iv) Second Party shall be responsible to provide the total agreed person/day. In case there is absenteeism in the total agreed number of contract employee to provide the chargeable amount shall be worked out on the basis of actual payment
- (v) The employees of Second Party shall in no case be entitled to any benefit, monetary or otherwise, which may be permissible for the regular employees of First Party nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against First Party by virtue of this agreement. All disputes between Second Party and its personnel shall have no bearing on First Party and First Party will not be concerned about the same. Second Party shall indemnify First Party in this regard.
- (vi) First Party will have no liability in case of any compensation payable to any personnel, which accrues due to the fault of Second Party or its employees.
- (vii) Second Party agrees that it is liable and responsible for and undertakes to pay wages not less than the minimum wages, allowances, and other benefits due and payable under the various Applicable Laws to the personnel employed by Second Party for the said services.
- (viii) First Party shall be entitled to depute its representative to be present at the time of disbursement of wages who shall also sign the Register of Wages-cum-Muster Roll as may be maintained by Second Party. Second Party undertakes that First Party will not be responsible for payment of any dues to the employees and would not be construed as having any employment relationship with employees of Second Party by virtue of there mere present/by putting up their signatures.
- (ix) Second Party shall further ensure that their personnel are immunized at the cost of Second Party at regular intervals and are protected from acquiring any disease in the NOVA IVI FERTILITY CLINIC and immunization cards are periodically handed over to First Party. Second Party shall get a medical examination of all its employees and submit a medical certificate of fitness to work in the NOVA IVI FERTILITY CLINIC. First Party shall do periodical check of this document and in absence of the same reserves the right to get it done from the NOVA IVI FERTILITY CLINIC of 1st party and for every such medical check up; the 2nd party shall be debited with a sum of Rs.1500 only.

5. PAYMENT AND PENALTY

- 5.1 In consideration for the provision of Services by Second Party, Second Party shall be paid service charges as per attached **Annexure B** on a monthly basis subject to the minimum number of personnel being deployed in the NOVA IVI FERTILITY CLINIC as per the specifications provided by First Party and subject to Second Party meeting all service level and quality standards. All charges are inclusive of all levies and taxes. First Party shall deduct all taxes at source as prescribed by present or future Tax Laws of India. In case of any deficiency of services by Second Party, First Party shall entitled to reduce the service charges to the extent of the deficiency as determined by First Party in it sole discretion.
- 5.2 Second Party shall on every 2nd of subsequent month submit a monthly bill for the Services rendered by it during the preceding month as per Annexure B. First Party shall arrange to make payment for invoice, subject to any deduction on account of any deficiency in services, within **21** days of the receipt of the invoice. Second Party shall ensure that the bills providing complete details and supporting documents are attached with the invoice along with duly attested PF Challan and ESI Challan in respect of all its personnel. Second Party shall solely be responsible for all payments to its personnel and employees in accordance with the statutory laws and legislations.



- 5.3 Second Party expressly agrees that a penalty of Rs. 100/ per day will be imposed on Second Party and the amount will be deducted from the total amount chargeable by Second Party as service charges in terms of failure in the timely submission of PF Challan and ESI Challan.

6. QUALITY STANDARDS

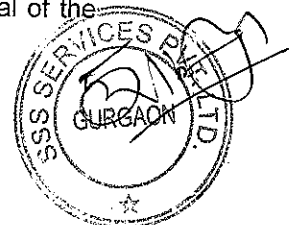
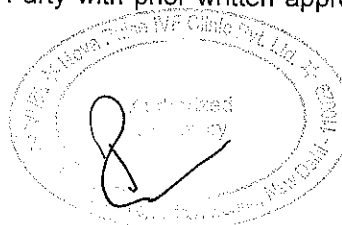
- 6.1 Second Party shall execute all the Services and maintain such numbers of persons as are required for the purpose of execution of Services in terms of this Agreement in a timely and qualitative manner in accordance with the service level and expected quality standards
- 6.2 First Party reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the Services with respect to the quality, the methods of service, the hours, safety, sanitation, and maintenance of the areas where the services are provided. In case the quality of service is not found to the desired standards, action as deemed fit will be taken against Second Party. First Party or any officer so authorized by it for the purpose shall be at liberty to carry out any surprise checks on Second Party's work to ensure adherence to quality of services as per specifications. The decision of First Party with regard to determining of quality of work/service in terms of the specifications provided by First Party shall be final. First Party reserves the right either to get the deficiency removed at the cost of Second Party and/or deduct such amount from the monthly service charges bill for the deficient services as may be determined by First Party or to terminate the Agreement in accordance with the terms hereof.

7. INDEMNITY AND LIABILITY OF SECOND PARTY

- 7.1 Second Party will be held responsible for damages or loss arising from any omission or negligence of the Second Party or its employees in providing the Services or from any breach of the obligations and representations of the Second Party in terms of this Agreement.
- 7.2 Second Party shall keep and hold First Party, its, shareholders, directors and officers, employees, or any such person indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party claims, suits, demands, actions, proceedings, judgments, assessments, against First Party occasioned by, arising out of or resulting from (i) any breach of the terms of this Agreement by Second Party including representations and warranties or (ii) claims by third parties, including on account of injury, damage or loss directly arising from the provision or lack of provision of the Services or (iii) any claims against First Party arising from any negligent act or omission of Second Party or Second Party's employees, agents or contractors.
- 7.3 If it is felt necessary to report the case to the police, a complaint will be lodged accordingly by the First Party with assistance of Second Party. First Party shall also render to the police all assistance to investigate the complaint and to trace the accused and recover the property and also process the case in a court of Law. Second Party will render all assistance and liaison with the police. The expenses and loss incurred in this connection will be met by the Second Party who shall be liable for any such expenses or for the occurrence of incident as aforesaid. First Party shall be entitled to deduct the loss due to pilferage etc. from the service charges.
- 7.4 This indemnity shall survive the termination or expiry of this Agreement.

8. ASSIGNMENT

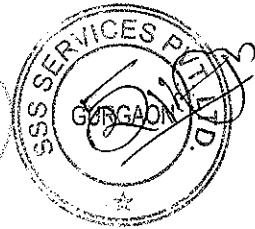
- 8.1 This Agreement can be assigned by the Second Party with prior written approval of the First Party.



9. LEGAL COMPLIANCES

Second Party shall apply for, obtain and pay for any and all required permissions, permits, approvals, certificates, licenses and inspections necessary for the proper execution and provision of the said Services. Second Party specifically agrees to obtain a license under the Contract Labour (Regulations and Abolition) Act, 1970, enabling it to render the said Services and undertakes to ensure its validity during the term of this Agreement. (ONLY RELATED TO SSS SERVICES)

- 9.1 Second Party agrees that it is liable and responsible for all compliances under relevant labour legislation and undertakes to pay all statutory payments, contributions, taxes, fees, levies, etc as may be due and payable under various laws including but not limiting to Industrial Dispute Act, The Provident Fund Act, The Payment of Gratuity Act, the Contract Labour (R&A) Act, 1970 the Payment of Wages Act, The Minimum Wages Act, Employees State Insurance Act, Maternity Benefit Act and that in no case shall First Party be liable or required to make any payment either to any government authority or any person in connection with the employment of personnel by Second Party in connection with the said Services
- 9.2 It is understood that First Party shall stand fully indemnified by Second Party in respect of any claim or liability arising in respect of the labour or any employee engaged by Second Party. Second Party will defend First Party, its affiliates, officers, directors and employees against any cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise but also any third party claims brought against First Party because of negligence or fault or labour or employees of Second Party, whether on account of wages or otherwise, including the labour or employees engaged through the sub-contractor (s) of Second Party. ANY CHANGE IN MNIMUM WAGE THE RATE WILL BE REVISED ACCORDINLY.
- 9.3 Second Party including their sub-contractors (if approved in writing by First party) shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by First Party or by any authority under these statutes. Second Party including their sub-contractor shall maintain leave register, attendance register, wages register, register of persons, register of deduction, fines, overtime, advances etc and all other registers as required and regularly submit Xerox copies of these registers to First Party and will hand over the originals of the same on termination/expiry of the Agreement.
- 9.4 Second Party shall be responsible for all notices received from any authority, undertake all registrations and comply with all Applicable Laws. Second Party specifically agrees to file the return of commencement of contract/completion of contract; half yearly returns, annual returns and such other returns as may be prescribed under the Contract Labour (Regulation and Abolition) Act, 1970.
- 9.5 Second Party shall as and when required by First Party deliver to First Party all documents, things or other evidence which may be required to establish the compliance by Second Party and its sub contractor with all Applicable Laws and shall always be open to audit and/or inspection of itself or its agents and/or associates, by First Party. First Party is entitled by itself or through its agents to carry out the audit of Second Party and/or inspection as specified hereinabove on a monthly or quarterly basis, as it may find reasonable.
- 9.6 Second Party shall purchase and maintain such insurance, in addition to the insurance coverage statutorily required under labour laws, as will protect it from claims by personnel employed directly or indirectly by Second Party in connection with the said Services or by anyone for whose acts any of them may be liable including but not limited to claims for damages because of bodily injury, disability benefit, occupational sickness or disease, or death of its employees. Second Party shall provide First Party with copies of current insurance certificates throughout the term of this agreement.
- 9.7 Second Party Shall Conduct the audit every Month.



9.8 It shall be duty of second party to provide reliever whenever required.

10 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.

11. REPRESENTATIONS AND WARRANTIES

(i) Second Party represents warrants and undertakes to first Party that:

(i) Due Authorization

Second Party has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of the proposed arrangement have been duly and validly approved by the board of directors of Second Party. When executed and delivered, this Agreement will constitute valid and legally binding obligations of Second Party, enforceable in accordance with its terms.

(ii) No Conflict

The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of the proposed arrangement (i) does not violate any Applicable Laws, (ii) does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association of Second Party or any agreement between Second Party and any other party (ies), including lenders and the like.

(iii) Consents and Approvals

All consents and approvals for the consummation of the Arrangement including Contract Labour (Regulation And Abolition) Act, 1970 have been obtained 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 Agreement 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.

(iv) Due Qualification and Experience

Second Party and its personnel and employees have the requisite qualifications, experience and competence and training in performing the Service and Second Party shall ensure that such employees will remain available for the term of the Agreement, and shall not be removed or replaced without First Party prior written approval.

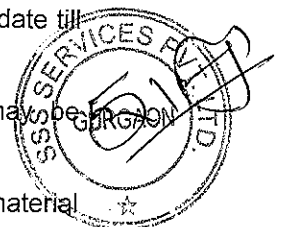
The representations and warranties made hereinabove shall survive the agreement and the company has entered into this agreement based on the aforesaid representations and warranties.

12. TERM & TERMINATION

12.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 12.2, shall remain in force from the Effective date till 09th February 2018

12.2 Notwithstanding anything contained in Article 12.1 above, this Agreement may be terminated:

(i) 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 21 days of receipt of written notice requiring remedy of the such breach;

- (ii) 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;
- (iii) By First Party upon one months notice.

12.3 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.

12.4 Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

13. CONSEQUENCES OF TERMINATION

13.1 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.

13.2 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 subject to adjustment for on account of deficiency of Services as determined by the First Party.

13.3 Second Party and its employees shall cease to perform the Services and remove all their articles from the NOVA IVI FERTILITYCLINIC forthwith upon termination.

13.4 Second Party shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all other statutory obligation and liabilities and obtain suitable discharge in favour of First Party so that no liability or obligation develops on First Party from the amount due to be paid to First Party.

14. CONFIDENTIALITY

14.1 Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confirmation Information on, wholly or partly, to third parties without express written consent of the other Party.

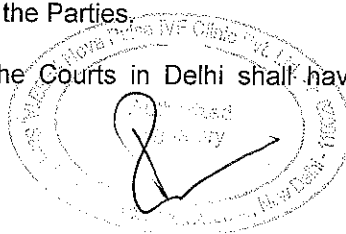
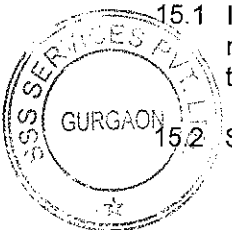
14.2 The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

14.3 It is agreed that obligations of the Parties and the Company under this Article 14 shall survive the termination of this Agreement.

15. DISPUTE RESOLUTION AND GOVERNING LAW

15.1 In case of any difference or dispute arise between the Parties herein, the dispute shall be referred to the sole arbitration of the authorised person of First Party and the decision of the arbitrator shall be final and binding between the Parties.

15.2 Subject to provisions of Article 15.1 above, the Courts in Delhi shall have exclusive



jurisdiction on any matter arising out of this Agreement.

16. MISCELLANEOUS

16.1 Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

16.2 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.

16.3 Relationship

- (i) Second Party, in the performance of this Agreement, shall be and act as an independent contractor. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.
- (ii) 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.

16.4 Amendment

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

16.5 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.

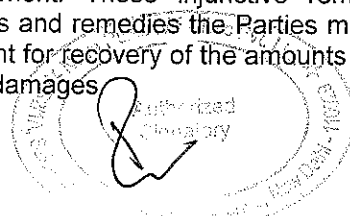
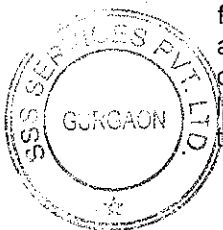
16.6 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

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

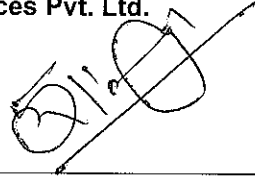
16.7 Violation of Terms

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.



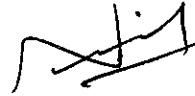
IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

SSS Services Pvt. Ltd.



Authorized Signatory
Name:

For Nova Pulse IVF Clinic Pvt Ltd



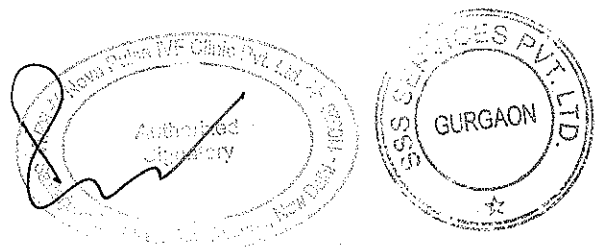
Authorized Signatory
Name: NIKHIL Rajmohan

Annexure A

Details of Personnel to be provided at NOVA IVI FERTILITY SAFDARJUNG ENCLAVE,
NEW DELHI by SSS Services

1. MST - 1
2. SR. TECHNITION - 1

Total - 02



ANNEXURE B – BREAK UP OF SALARY TO THE PERSONNELS STAFF AND OTHER CHARGES:

SSS SERVICES PVT LIMITED			
	Description	Electrician	MST
A	MONTHLY PAYMENTS :		
1	Basic	11,154	11,154
2	HRA	1,500	1,500
3	conv.		
4	Spl. Allowance	2,630	3,150
	TCTAL - A	15,284	15,804
B	STATUTORY DEDUCTIONS :		
1	Provident Fund (12%)	1,338	1,338
2	ESIC (@1.75%) / Insurance	267	277
	TOTAL - B	1,606	1,615
	IN HAND WAGES	13,678	14,189
C	STATUTORY PAYMENTS		
1	Provident Fund (13.61%)	1,518	1,518
2	ESIC (@ 4.75%) / Insurance	726	751
4	Uniform	200	200
3	Bonus	292	292
4	National Holiday 0.96@Gross	147	152
5	Leave (8.33%)	1,273	1,316
	TOTAL - C	4,156	4,229
	TOTAL CTC (A+C) per head	19,440	20,033
	Admin Charges @10%	1,944	2,003
	CTC	21,384	22,036
	Service Tax Extra As Per Applicable**		

