



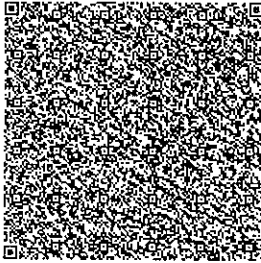
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL28428611482802O  
Certificate Issued Date : 18-Mar-2016 01:16 PM  
Account Reference : IMPACC (IV)/ dl793103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL793103556154458437890  
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 : SHINE AND STANDARD  
Stamp Duty Paid By : NOVA PULSE IVF CLINIC PVT LTD  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



-----Please write or type below this line-----



**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.



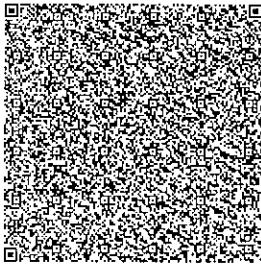
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL68932228214961N  
Certificate Issued Date : 10-Oct-2015 10:12 AM  
Account Reference : IMPACC (IV)/ dl932603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL93260335565739132881N  
Purchased by : SHINE AND STANDARD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SHINE AND STANDARD  
Second Party : Not Applicable  
Stamp Duty Paid By : SHINE AND STANDARD  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



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#### AGREEMENT

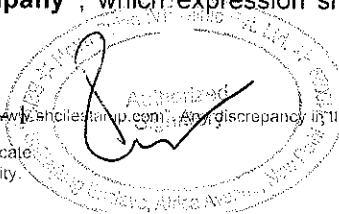
This Agreement is made on this 27<sup>th</sup> day of February, 2016.

#### By and Between

**M/s Nova Pulse IVF Clinic Pvt. Ltd.**, a Company registered under the Companies Act, 1956, having its registered office at No.128, 5<sup>th</sup> Floor, Golden Towers, Old Airport Road, Kodihalli, Bangalore - 560017 and (hereinafter referred to as "**Company**"), which expression shall include its successors and permitted assigns) of the **FIRST PART**;

#### Statutory Alert:

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



For Shine and Standard

Proprietor

And

**Shine & Standard**, a Company registered under the Delhi Proprietorship (Registration of firm Rules 1972), its office at: RZ-426/H, Gali No. 11, Kailash Puri West, Palam Colony, New Delhi - 45, India (hereinafter referred to as "**S&S**" or "**Contractor**" which expression shall include its successors and assigns) of the OTHER PART.

The COMPANY and the CONTRACTOR shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**WHEREAS**

- a. The **SECOND PARTY** carries out the business of providing specialized Housekeeping Services and has requisite facilities, manpower, resources and experience and has approached the **FIRST PARTY** to provide the necessary services at its premises at the Company's Clinic at B2/1A, Safdarjung Enclave, Africa Avenue, New Delhi-110 029, as and when required.
- b. the CONTRACTOR is engaged in the business of providing *allied services*.
- c. the COMPANY requires the service of high standards can be provided by a specialized outside agency having due expertise in providing such services.
- d. the CONTRACTOR has approached the COMPANY to allow it to provide the specialized Housekeeping Services and has requisite facilities, manpower, resources and experience and has approached the **FIRST PARTY** to provide the necessary services at its premises.

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET OUT BELOW THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions:**

In this Agreement unless the context otherwise requires:

"**Agreement**" shall mean this Agreement.

"**Confidential Information**" means all information, data or material, whether or not marked or designated as confidential by the COMPANY and including, but not limited to, business plans, business proposals, projects, financial information, customer lists, prospective customers, flow charts, data, drawings and know-how of the COMPANY, of any company in the same group of companies as the COMPANY or of any third party whose information, data or material is held by or to the order of, or is in the possession of, the COMPANY;

"**Fees**" means the fees set out in the Schedule and as amended from time to time in accordance with the provisions of this Agreement;

"**Party**" or "**Parties**" shall mean and refer to the parties to this Agreement or any one of them as the context requires.

"**Schedule**" shall mean any Schedule annexed to this Agreement.

"**Services**" means the services set out in the Schedule as amended from time to time by written agreement between the Parties:



For Shine & Standard

Proprietor

**2. Services:**

- 2.1 The CONTRACTOR shall provide Allied Services under this Agreement, at the premises of the COMPANY – Center at Delhi under supervision of the Contractor or the Company.
- 2.2 The CONTRACTOR shall render Services with its own employees and the CONTRACTOR shall be responsible for assigning the duties and responsibilities to its personnel and shall be required to exercise complete supervision and control over the working of the persons engaged by it.
- 2.3 The Services will be performed as per the representations by the CONTRACTOR involving high standard of care, skill and diligence normally provided by a first class professional in the performance of such Services.

**3. Commencement:**

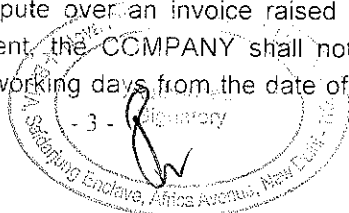
The obligations under this Agreement shall commence from 1<sup>st</sup> April, 2016 unless otherwise agreed to between the Parties.

**4. Term:**

The tenure of this Agreement shall be for a period of **Two Years (1<sup>st</sup> April, 2016 to 31 March, 2018)** unless otherwise agreed to between the Parties. It may be renewed on its expiry on such terms and conditions, which may be mutually agreed upon by the Parties.

**5. Fees:**

- 5.1 For the satisfactory performance by the CONTRACTOR of its duties under this Agreement, the COMPANY shall pay to the CONTRACTOR as per the rates specified in **ANNEXURE-1** hereto, subject to Income Tax / TDS deduction as per the provisions of the Income Tax Act, 1961 and other miscellaneous deductions if any. Any service tax shall be borne by the Company as per the act.
- 5.2 As full consideration for the Services to be provided by the CONTRACTOR, the CONTRACTOR shall raise an invoice on a monthly basis on the COMPANY. It has been agreed between both the Parties that the CONTRACTOR will submit a monthly invoice to the COMPANY by the last day of each month for which payment will be made within 10 days from the date on which the invoice is received.
- 5.3 The details of payment shall be as agreed to in the Schedule I to this Agreement. Any payment towards shortfall in the Services will be adjusted in the next month's payment. The invoice shall, where applicable, include the daily rate and number of days worked in providing the Services to which the invoice relates. Any amendments to the costs originally submitted shall be agreed with the relevant COMPANY's designated contact person prior to submitting the relevant invoice.
- 5.4 All reasonable expenses wholly and exclusively incurred by the CONTRACTOR as a direct result of performing the Services agreed to under this Agreement shall be refunded in accordance with the provisions of the Schedule I subject to prior written authorization by the authorized person and the provision of documentary evidence.
- 5.5 Failure to comply with the provisions of this Agreement may result in delay in payment towards the invoices. The COMPANY reserves the right to return the invoices not complying with the provisions of this Agreement. In case of any non-compliance with the provisions of this clause, the COMPANY may return the invoices within 10 working days and the CONTRACTOR shall be required to re-submit the corrected invoices within 3 working days from the date on which the invoice was returned.
- 5.6 Where there is a bona fide dispute over an invoice raised by the CONTRACTOR on the COMPANY under this Agreement, the COMPANY shall notify the CONTRACTOR of the discrepancy, in writing within 5 working days from the date of receipt of the relevant invoice.



*Handwritten signature*  
Promotor

The CONTRACTOR shall provide a revised invoice for such undisputed amount in the original invoice, which the COMPANY shall pay within 15 working days of receipt of the revised invoice raised by the CONTRACTOR. The Parties shall work in good faith to resolve the dispute and if upon resolution of the dispute, the COMPANY owes the CONTRACTOR the disputed amount or part thereof, the COMPANY shall pay such disputed amount to the CONTRACTOR within 10 working days. Where there is a bona-fide dispute over an invoice raised by the CONTRACTOR, for the duration of that dispute, the CONTRACTOR shall not be entitled to, suspend performance of its obligations under this Agreement or to terminate this Agreement for non-payment towards any such invoices.

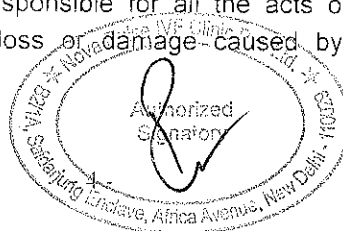
- 5.7 If the COMPANY fails to pay a non-disputed invoice by the due date, the CONTRACTOR shall be entitled to charge interest from the date on which the payment became due until actual payment is made as mutually agreed between the parties.

**6. Relationship:**

- 6.1 The relationship between the COMPANY and the CONTRACTOR shall be that of principal to principal and there shall be no nexus of relationship of agency, employer-employee, etc between the Parties. The employees of the CONTRACTOR, therefore, shall in no case be deemed to be employees of the COMPANY under any circumstances whatsoever.
- 6.2 The COMPANY accepts that the CONTRACTOR will wish to take on other assignments for third parties and confirms that the CONTRACTOR is free to do so provided such assignments do not conflict with its obligations to the COMPANY. If such an assignment may conflict with CONTRACTOR'S obligations to the COMPANY, they agree to notify the COMPANY of this prior to the commencement of such conflicting assignment. Notwithstanding the above the CONTRACTOR shall be governed by the Confidentiality provisions contained herein and shall require all its directors, employees and officers to be bound by such terms and conditions.

**7. Obligations of the Contractor**

- 7.1 The CONTRACTOR agrees to indemnify the COMPANY and make good all the losses sustained by the COMPANY in case any contractor personnel engaged by the CONTRACTOR files any claim or raises any nature of dispute including an industrial dispute involving the COMPANY with any authority.
- 7.2 The CONTRACTOR shall alone be responsible for payment of salaries compliance under the Provident Fund and Miscellaneous Provisions Act 1952, Contract Labour (Regulation and abolition Act, 1970), ESI and all other laws as may be applicable to the contract labour and any other law in respect of all its employees so employed / deployed at the premises of the COMPANY. The CONTRACTOR provides the following details of their statutory code nos. for PF: PF CODE NO: DL/ 21624 for reference.
- 7.3 The CONTRACTOR shall be responsible for the maintenance of all statutory records and timely submission of periodical returns or reports, in respect of the personnel, which may be required under law.
- 7.4 The CONTRACTOR agrees to be responsible for ensuring the safety and security and undertakes to pay to the persons engaged by it for fulfillment of its obligations under this Agreement, wages not less than the minimum wages as prescribed by the appropriate government and revised from time to time. The wages to the employees of the CONTRACTOR shall be paid in the presence of any authorized officer of the COMPANY who shall certify the payments so made in the Wages Register.
- 7.5 The CONTRACTOR shall be responsible for all the acts of commission and omission of persons engaged by it or for loss or damage caused by them to the property of the COMPANY



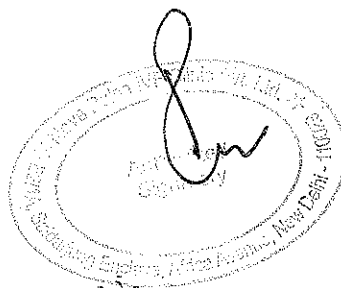
For Shine & Standard  
*Shay*  
Proprietor

- 7.6 The CONTRACTOR shall be responsible to provide uniforms to the Personnel engaged by the CONTRACTOR on COMPANY premises on the terms and specifications as agreed to between the Parties.

### 7.7 STATUTORY OBLIGATION

THE CONTRACTOR shall comply with the provisions of all laws, rules, orders, regulations and notifications whether Central or State or Municipal to the extent they are applicable to them or to this Agreement from time to time, which may include.

- (i) The Contract Labour (Regulation & Abolition) Act, 1970 with rules, orders notifications issued there under from time to time.
- (ii) The Payment of Wages Act, 1948 and rules and orders and notifications issued there under from time to time.
- (iii) The workmen's Compensation Act, 1923 with Rules, Orders and Notifications issued there under from time to time to extent not covered under ESI Act, 1948.
- (iv) The payment of Gratuity Act, 1972 with Rules, Orders and Notification issued there under from time to time.
- (v) The Provident Fund and Miscellaneous Provisions Act, 1952 with rules, orders and notifications issued there under from time to time.
- (vi) Whenever called upon by AHLL, THE CONTRACTOR shall furnish documentary proof of compliance of Laws, Rules, Regulations/Orders specified in clause (i) to (iii).
- (vii) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
- (viii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
- (ix) The Factories Act, 1948 or The Shops & Establishment Act, 1963 whichever is applicable with Rules, Orders and Notifications issued from time to time;
- (x) The Payment of Bonus Act, 1965 with Rules framed there under;
- (xi) The Employees' State Insurance Act, 1948, with Rules, Orders and Notifications issued there under from time to time;
- (xii) All other Acts, Rules, Regulations, bye-laws, Orders, Notification etc. present or future applicable to this Agreement from time to time for rendering the contracted service
- (xiii) The Service Employees will be governed by THE CONTRACTOR terms and conditions of employment.



For Signe of [Signature]  
Proprietor

**8. Representation and Warranties**

- 8.1 The CONTRACTOR represents that the contractor personnel will have no claim for employment in the COMPANY. Further, the CONTRACTOR shall make it clear to its personnel that they would not be entitled to the service conditions made available by the COMPANY to its employees, and that their personnel will be governed by the terms and conditions of service between the contractor personnel and the CONTRACTOR.
- 8.2 The CONTRACTOR has established its credentials and expertise in the field of providing specialized General Duty Attendants and is duly licensed and registered under The Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, and the Employees State Insurance Act 1947.
- 8.3 In case the CONTRACTOR commits any breach of law applicable to it, the CONTRACTOR alone shall be responsible for the penal consequences that may follow as a result of such contravention and the CONTRACTOR alone shall be liable to meet the financial liabilities arising out of such breach of contravention.
- 8.4 The CONTRACTOR agrees that the COMPANY shall not be responsible in any manner whatsoever for any offences committed by the CONTRACTOR or the contractor personnel and as such any prosecution/legal proceedings for such offences shall lie against the CONTRACTOR only.
- 8.5 The CONTRACTOR shall specifically indemnify the COMPANY of legal proceedings, if any, arising out of any dispute raised by the contractor personnel of the CONTRACTOR against the COMPANY.

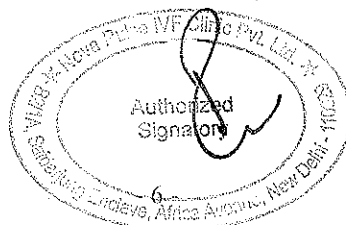
**9. Confidentiality:**

The CONTRACTOR, its officers, Personnel and agents agree

- a) to maintain as confidential and not use or disclose to any third party any information derived from the COMPANY or any of its clients in connection with the Services, without the prior written consent of the COMPANY.
- b) that it will not acquire any right in or title to or license in respect of any Confidential Information or any rights in Intellectual Property embodied in such Confidential Information or any materials or documentation incorporating such Confidential Information, all of which are and will remain the exclusive property of the COMPANY.
- c) that the breach of the confidentiality provisions contained in this Agreement may result in irreparable and continuing damage to the COMPANY for which there may not be any adequate remedy at law, and that in the event of such breach, the COMPANY will be entitled to apply for injunctive relief and/or a decree for specific performance.

Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement for period of three years, provided however that the same shall not be subject to any of the following restrictions:

- i) Any information which was in possession of the CONTRACTOR prior to its disclosure to the CONTRACTOR by the COMPANY or any of its clients;
- ii) Any information which is or shall lawfully become part of the public domain;



For Sign of Proprietor  
*Viraj*  
Proprietor

- iii) Any information which shall otherwise lawfully become available to the CONTRACTOR from a source independent of the COMPANY or any of its clients;
- iv) Any information requested by a government body or required by law to be provided, subject to the CONTRACTOR providing the COMPANY at least seven (7) days prior written notice thereof.

**10. Termination:**

- 10.1 This Agreement shall be terminated by either Party upon serving a prior written notice of not less than 30 days. The Contractors Personnel shall during the notice period continue at the Service of the COMPANY unless otherwise agreed to between the Parties. The COMPANY shall at all such times be liable to pay to the CONTRACTOR for all services provided during the said notice period.
- 10.2 The termination of this Agreement or of any of the Services shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

**11. Indemnity**

The CONTRACTOR shall indemnify the COMPANY from and against all claims, demands, actions, proceedings, damages, compensation, however and whenever arising relating to:

- (a) any claim by a third party that the provision of the Services by the CONTRACTOR or the use by or on behalf of the COMPANY of any assets used by the CONTRACTOR in connection with the performance of the Services infringes the intellectual property rights of that third party;
- (b) any breach of whatsoever nature of any of the CONTRACTOR'S obligations under this Agreement.

**12. Remedies**

If the CONTRACTOR, any of its agents or Personnel has failed to perform the Services (or part thereof) due to a breach of the CONTRACTOR'S obligation in this Agreement, the COMPANY shall be entitled without prejudice to any other rights or remedies it may have at its option:

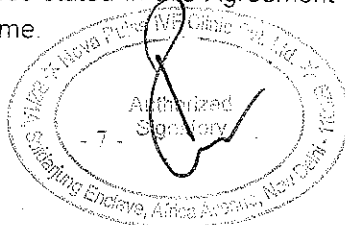
- (i) to require the CONTRACTOR to adequately remedy such breach by re-executing the relevant part of the Services free of charge; or
- (ii) Suspend the payment of the Fees until such time as the CONTRACTOR resumes to render Services as per the provision of this Agreement in accordance with the COMPANY'S requirements.

**13. Amendments and variations:**

No alteration, modification or addition to this Agreement or any waiver of any of the terms hereof shall be valid unless made in writing and signed by the duly authorized representatives of both the Parties.

**14. Notices:**

Any notice given under this Agreement must be given in writing and sent or delivered by hand, post or facsimile to the other Party at the address stated in this Agreement or any other address notified for this purpose by that Party from time to time.



For Shine & Stand  
  
Proprietor



**CONTRACTOR**

M/s. Shine & Standard,  
RZ-426/H, Gali No. 11,  
Kailash Puri West,  
Palam Colony,  
New Delhi – 45

**COMPANY**

**M/s. NOVA PULSE IVF CLINIC PRIVATE LIMITED**

No.128, 5<sup>th</sup> Floor, Golden Towers, Old Airport Road, Bangalore – 560017

Or

B2/1A, Safdarjung Enclave, Africa Avenue, New Delhi-110 029

**15. Entire Agreement and Law:**

This Agreement, taken together with the Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise, all representation, statements, negotiations, understanding and undertaking either written or oral are superseded hereby and the Parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in this Agreement.

**16. Headings:**

The Headings of the Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

**17. Severability**

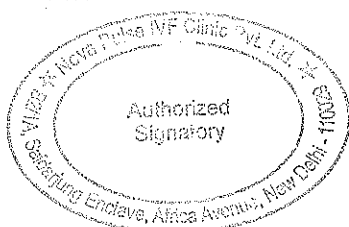
In the event that any of these terms, conditions or provisions or those of any order attached hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

**18. Assignment:**

This Agreement and any supplementary understanding entered hereunder shall not be assigned by either Party without the prior written consent of the other.

**19. Governing Law:**

Disputes or differences, if any, arising out of this Agreement, including any differences or disputes with regard to the interpretation of any of the provisions of the Agreement shall be adjudicated before the Courts in New Delhi.

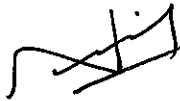


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For Shine & Standard  
 Proprietor

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE SIGNED AND EXECUTED THIS AGREEMENT ON THIS 27<sup>th</sup> DAY OF Feb, 2016, IN THE PRESENCE OF:

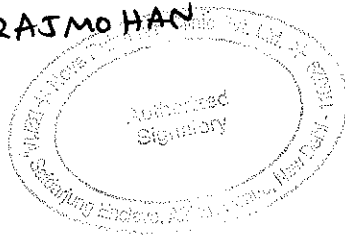
FOR AND ON BEHALF OF THE NOVA PULSE IVF CLINIC PRIVATE LIMITED



[Authorized signatory]

Name: **NIKHIL RASMOHAN**

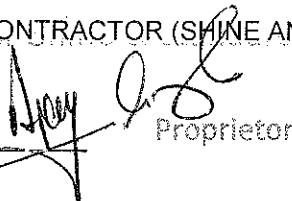
Designation:



WITNESS:



FOR AND ON BEHALF OF THE CONTRACTOR (SHINE AND STANDARD)



Proprietor

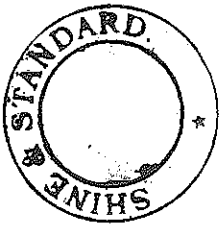
[Authorized signatory]

WITNESS :

W.E.F 01-10-2015

NOVA- SAFDARJUNG ENCLAVE

SHINE & STANDARD	SUPERVISOR	HOUSE	PHARM	VALEY	PANTRY
	SUPERVISOR	KEEPING	ASST	DRIVER	BOY
WAGES	11154	9178	10140	11154	11154
SPECIAL ALLOWANCE	2500		6800	1000	1404
ESIC 4.75%	649	436	805	578	597
EPF 13.36%	1490	1226	1355	1490	1490
UNIFORM	250	250	250	250	250
BONUS 8.33% of 7000	583	583	583	583	583
LEAVE SALARY 4.81%	537	441	488	537	537
TOTAL	17163	12114	20420	15592	16015
SERVICE CHARGE @10%	1716	1211	2042	1559	1601
TOTAL	18879	13326	22462	17151	17616
RELIVER CHARGE 16.67%	2904	2050			
CTC	21783	15376	22462	17151	17616
PER DAYS	726.12	512.52	863.94	659.66	677.54



SHINE &amp; STANDARD

Proprietor

