

Agreement

This agreement is made in Delhi between **M/s Innotech Healthcare Pvt. Ltd.**, a company incorporated India under the companies Act 1956 having its registered office at Unit No-107, 1st Floor, RG Metro Arcade, Sec-11, Rohini Delhi 110085, India, (hereinafter referred to as 'First Party' which expression should include its successors, assigns and associated companies) of the one part through Mr. Ravi Shankar, Managing Director of the company duly authorized to enter into agreement.

AND

SGT Medical College, Hospital & Research Centre, situated at Gurugram, Haryana (hereinafter called the 'Second Party' which term, shall mean and include his successors in office, administrators and permitted assigns) through Dr. Joginder Yadav (Registrar) duly authorized to enter into this agreement.

- a. First Party is a company in India engaged in marketing of Medical Diagnostic Equipment's and Reagents.
- b. Second Party is engaged in providing health care services including diagnostic services to patients and is desirous of taking **Aspen Uriplus 600 Automated Urine Analyzer** (hereinafter referred as 'The Instrument') on outright purchase basis with subject to exclusive purchase of reagents and consumables from First Party.
- c. First Party possesses the said instrument and has agreed to sale the said instrument and also the reagents and consumable used therewith to Second Party.

Both parties therefore have discussed and arrived at this agreement as follows:

1. Duration of the Agreement:

It is agreed between the parties that the duration for the subsistence of this agreement shall be Five (05) years subject to extension on mutual agreement on Reagent Rental basis. The Agreement will be renewed after mutual consent and discussion of the parties after the completion of the tenure of the Agreement.

2. Reagents/consumables details/Business to be achieved

First Party possesses the said instrument and has agreed to give the said instrument on lease basis and also the reagents and consumable used therewith to Second Party.

Second Party shall purchase **monthly consumables with long expiry to perform all tests exclusively on Aspen Uriplus 600 @ Rs. 7.50/- per Test + GST** for a period of **Five (05) years** as per prices in attached Annexure-1.

If any material is near expiry, it will be replaced within 3 months. Controls are not included in per test cost and the same will be supplied on paid basis as per attached Annexure I.


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First Party shall have the right to review and change the cost per test and price of consumables after considering a 10% increase for the factors like inflation, exchange rate fluctuations, statutory requirements or any other relevant factor in this regard with mutual consent.

Minimum billing amount does not include purchase of controls. All the payments with respect to this Reagents Rental are to be settled within 45 days from the invoice date. If the reagents are not reliable or results are not up to the mark, then material will be returnable, and payment for that batch will not be made.

3. Placement of Instrument and its Maintenance

It is agreed that First Party will install the instrument at the premises of Second Party free of charge. All levies connected with incoming / installation of subject equipment will be borne by First Party. Service (maintenance) will be free of cost including spares during lease period of the instrument. Further First Party would repair any damage to the instrument except hampering of the unit by Second Party by unauthorized personnel/Unnatural breakdowns / Animal attacks etc., & the charges of the spare parts will be borne Second Party.

It is agreed between the Parties that in case the necessity of up gradation of Software / Hardware arises, the First Party shall provide the same free of cost during the lease period. In case of any damage to the cartridges/reagents/consumables due to manufacturing defect the number of lost samples will be replaced free of cost by Service provider. It is further agreed between the parties that no person other than employee or authorized representative of the First Party will repair or service the machine

In case of breakdown first party will attend the breakdown within 24hrs. In case instrument breakdown not resolved within 3 days, first party will provide a backup unit. During these days Urine testing can be performed using the same strips. If no backup provided in 3 to 10 days, second party shall have right to terminate the agreement.

4. Ownership

The instrument will be the property of First Party throughout the tenure of the agreement and thereafter also. At the end of the period as stipulated herein or earlier this agreement may be renewed and/ or extended and/ or modified or the instrument may be sold to the second party by mutual consent by exchange of letters by both the parties and such letters shall form part and parcel of this agreement with mutual consent.

5. Force Majeure:

It is agreed that any delay, breach or failure on the part of the party in complying with the terms and conditions of this agreement shall not be treated as default or breach or give rise to any claim or damage to or in favor of party; if and to the extent such delay, breach of failure caused by force majeure events beyond civil commotion, strikes, lockouts, shortage of materials, unavoidable breakdown of manufacturing facilities, serious transportation problem, order of direction of the concerned Government from competent court and other similar caused through which the party claiming an event of "Force Majeure" shall as soon as possible notify the other party in writing and provide all the particulars of the cause or events and date of its first occurrence. Failure to give such a notice to the other party shall deprive the party claiming "Force Majeure" to be relieved from performing its obligations under this agreement. If the "Force Majeure" prevails for a continuous period n excess of three months, the parties shall enter into bonafide alternative arrangements as may be fair and

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reasonable. In case no such arrangement be agreed upon, the other party not affected by "Force majeure" will be entitled to terminate this agreement by giving 3 months' notice to the party affected by "Force Majeure".

6. Termination

(i) Notwithstanding above, either party shall be entitled to terminate this agreement by giving three months' notice to the other, if the other party commits breach, non-observance or non-performance of any of its obligations under this Agreement and which is not rectified within three months.

(ii) Either party hereto can terminate this Agreement forthwith by written notice to other party, if the other is declared insolvent bankrupt or a receiver, custodian or trustee is appointed in respect of all or substantial part of its property by a court or competent jurisdiction.

(iii) Notwithstanding, upon termination or expiration of this Agreement, any and all rights and obligations of the parties hereto which shall have accrued before the effective date of such termination or expiry under this Agreement, shall remain outstanding and shall be governed by this Agreement

7. Indemnity:

(i) Each Party shall, at its expenses, indemnify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other losses that may occur, arising from or relating to:

- a. a breach, non-performance or inadequate performance by such party of any of its obligations or warranties under the agreement.
- b. an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or
- c. the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.

(ii) Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitations, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

8. Governing Law and Jurisdiction:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India. In case of any difference of opinion between the parties the parties, the courts situated in Gurugram will only have jurisdiction.

9. Arbitration:

In the event of any controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, the parties shall endeavor to resolve the same in an amicable manner through discussion in consonance with the spirit of the transaction recorded in this agreement; if however, parties fail to resolve through discussion as above, the same shall at the request of either party be referred to an Arbitrator mutually appointed by the parties in accordance with the Arbitration

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and Conciliation act, 1996 Arbitration proceeding shall be conducted in English. Any judgment, decision or award of the Arbitrators shall be final and binding any shall be enforceable in any court of competent jurisdiction. The dispute, if any, will be referred to the mutually discussed and agreed arbitrator.

10. Amendment:

No modification or amendments of this agreement shall be binding unless agreed to by the parties in writing.

11. Assignment

This agreement shall not be assigned by any party to third person /party without consent of other party in writing.

12. Severability:

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement, but the legality and enforceability of this Agreement shall not be affected.

IN WITNESS WHEREOF, both the parties have signed this agreement on this **31st Day of March 2025** below. All communications between First Party and Second Party shall also be done at the address given below:

First Party:

M/s. Innotech Healthcare Private Limited
Unit No-107, 1st Floor, ITC Metro Arcade
Sec-11, Rohini, Delhi 110085


Name: Mr. Ravi Shankar
Designation: Managing Director



Second Party:

SGT University, Hospital & Research Institute
Gurugram, Haryana


Name: Dr. Joginder Yadav
Designation: Registrar

Registrar
SGT University

Budhera, Gurugram

ANNEXURE-I

Customer Name: SGT Medical College, Hospital & Research Institute, Gurugram

Equipment: Automated Urine Analyzer (Aspen Uriplus 600)

Cat. No	Item Name	Pack Size	Price per Kit	GST Extra %	HSN CODE
3000234	URIPPLUS 10P STRIPS -1*100 STRIPS; FOR URIPPLUS 200/600- DIRUI	1x100	₹ 750	12	38220090
3001811	URINALYSIS CONTROL POSITIVE - 4X8ML; FOR FUS1000, URIPPLUS 200-600 – DIRUI	4x8ml	₹ 2,500	12	38220090
3001807	URINALYSIS CONTROL NEGATIVE - 4X8ML; FOR FUS1000, URIPPLUS 200-600 – DIRUI	4x8ml	₹ 2,500	12	38220090




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