

This agreement is made in Delhi between **M/s Rapid Diagnostic Pvt. Ltd.**, a company incorporated India under the companies Act 1956 having its registered office at B-82, G.T. Karnal Road, Industrial Area Delhi – 110 033, India, Phone No: 011-45201100, (hereinafter referred to as 'First Party' which expression should include its successors, assigns and associated companies) of the one part through Dr. Bharat Jindal, Managing Director of the company duly authorized to enter into agreement.

AND

SGT University situated at Vill Budhera, Badli Gurgaon Road, Gurgaon (hereinafter called the 'Second Party' which term, shall mean and include his successors in office, administrators and permitted assigns) through its **Registrar Dr. Joginder Yadav** duly authorized to enter into this agreement.

- a. First Party is a leading 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 and is desirous of taking **Automated ESR Analyzer Model:-miniiSED, Make:- Alcor Scientific, USA** (hereinafter referred as 'The instrument') on lease basis subject to exclusive purchase of reagents and consumables from First Party.
- c. 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.

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 **5 years** subject to extension on mutual agreement. The Agreement may 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 hereby agreed to give **Automated ESR Analyzer Model:-miniiSED** on lease basis to the Second Party.

Second Party shall perform minimum **1200 Tests/Month @ Rs. 14/- + GST** for a period of ~~seven~~ **05** years. Quality Controls are not included in per test cost and the same will be supplied on paid basis if required.

Registrar
SGT University
Budhera, Gurugram

Prices of consumables:

- Test card (1000 tests): Rs. 14,000/- + GST
- I WASH Solution (4x500ml): FOC
- Sonitrol QC (2x4.5ml): Rs. 18,000/- + GST

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

3. Payment Terms:

Second Party shall purchase minimum consumables of **Rs. 27,720/- (Rs. Twenty Seven Thousand Seven Hundred Twenty Only) including GST**, If Second Party fails to perform minimum number of tests as written above, then First Party shall have the right to raise the bill for the equal amount of **Rs. 27,720/- Including GST**. Necessary consumables required for one month period shall be billed on the first week of every month. All the payments with respect to this rental are to be settled within 30 days from the invoice date or delivery date.

4. 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 or hampering by unauthorized personnel/Unnatural breakdowns etc., but the charges of the spare parts will be borne Second Party.

5. Ownership:

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

6. 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 or failure caused by force majeure events beyond civil commotion, strikes, lockouts, shortage of materials, unavoidable breakdown of manufacturing facilities, serious transportation problem, order of

Registrar
SGT University
Budhera, Gurugram

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 in excess of three months, the parties shall enter Bonafede alternative arrangements as may be fair and 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".

7. 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 nonperformance 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) That 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

8. 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.

Registrar
SGT University
Budhera, Gurugram

9. 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 and in case of any difference of opinion between the parties, the courts situated in Delhi will only have jurisdiction.

10. 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 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.

11. Amendment :

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

13. Assignment:

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

IN WITNESS WHEREOF, both the parties have signed this agreement on this 14th Day of April , 2023 below. All communications between First Party and Second Party shall also be done at the address given below:

Registrar
SAT University
Budhera, Gurugram

First Party:

M/s. Rapid Diagnostic Pvt. Ltd.,
B-82, GT-Karnal Road, Industrial Area,
Delhi – 110033.
Tel, No: 91-11-45201100
Email: dranujjindal@rdgc.in



Name: Dr. Bharat Jindal
Designation: Managing Director

Second Party:

SGT University,
Gurgaon



Registrar
SGT University
Budhera, Gurugram

Name: Dr. Joginder Yadav
Designation: Registrar