



INDIA NON JUDICIAL

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Certificate No. : IN-DL25585143932568W  
Certificate Issued Date : 10-Jan-2024 11:13 AM  
Account Reference : IMPACC (IV)/ dl1024403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL102440314024964466830W  
Purchased by : PATHKIND DIAGNOSTICS PRIVATE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
First Party : (Zero)  
Second Party : PATHKIND DIAGNOSTICS PRIVATE LIMITED  
Stamp Duty Paid By : Not Applicable  
Stamp Duty Amount(Rs.) : PATHKIND DIAGNOSTICS PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

**Pathology Services Agreement**

This Agreement is made on this 26<sup>th</sup> day of March, 2024 between **PATHKIND DIAGNOSTICS PRIVATE LIMITED**, a company incorporated and registered under the Companies Act, 2013 and having its registered office at 208, Okhla Industrial Estate, Phase-III, New Delhi – 110020, through its Authorized Signatory Mr Shibu Shrestha, Company Secretary and Head – Legal, Compliance & Admin (hereafter referred to as “**First Party**” which expression shall, unless repugnant to the context, mean and include its representatives, successors and

Alert:  
Authorized Signatory  
1. The validity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding  
2. The details on this Certificate and as available on the website / Mobile App renders it invalid.  
3. The process of checking the legitimacy is on the users of the certificate.  
4. In case of any discrepancy please inform the Competent Authority.

Handwritten signatures and initials, including 'Shibu Shrestha' and 'Rudra'.

PATHKIND DIAGNOSTICS PRIVATE LIMITED PATHKIND DIAGNOSTICS PRIVATE LIMITED PATHKIND DIAGNOSTICS PRIVATE LIMITED PATHKIND DIAGNOSTICS PRIVATE LIMITED PATHKIND DIAGNOSTICS PRIVATE LIMITED

permitted assigns, as the context permits) and **GP AAROGYA HEALTHCARE PRIVATE LIMITED**, a company incorporated and registered under the Companies Act, 1956 and having its registered office at MIG III/B/32, ADA NAINI ALLAHABAD KARCHANA ALLAHABAD UTTAR PRADESH -211008, through its Authorized Signatory Mr. Amitesh Pandey, Managing Director & Chief Executive Officer (hereinafter referred to as "**Second Party**") which expression shall, unless repugnant to the context, mean and include its representatives, successors and permitted assigns, as the context permits).

**WHEREAS** the First Party is engaged in conducting and providing varied pathological tests and other testing and/or analysis as per its Directory of Services (DOS) for the purposes of determination of the nature of diseased condition, identification of a disease or disorder.

**AND WHEREAS** the Second Party is engaged in the business of retail of OPD Services & Diagnostics GP AAROGYA HEALTHCARE TECHNOLOZY.

**AND WHEREAS** relying on the representations made by the Parties, First Party agree to conduct pathological tests as per **Annexure – A & Annexure – B** on Patients/customers/Policy Holders/Members to be referred by/through the Second Party to the First Party.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, COVENANTS SET FORTH HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:

1. That the Second Party shall forward the names and other details of the Patients/customers/Policy Holders/Members to the First Party from time to time as per mutually agreed schedule/timeline (hereinafter referred to as "Referrals") for conducting tests as prescribed in **Annexure – A** to this Agreement.
2. The First Party agrees to provide exclusive discounts to Second Party Policy Holders/Members for cash transactions. Policy Holders/Members must present the "Aarogya Healthcare Card" at the time of booking the tests to avail the cash discount on the prescribed tests listed in **Annexure - B** of this Agreement.
3. That the First Party shall collect the samples, carry out the required pathological tests and release the reports to the Second Party and its Patients/Customers/Policy Holders/Members within the prescribed TAT, following the receipt of samples at the First Party's Pathology Laboratory.
4. The Tests/Panels along with rates (excluding GST which will be charged extra, if applicable) as agreed between the Parties is enclosed as **Annexure – A** to this Agreement.
5. First Party shall raise invoices on the Second Party on monthly basis for test prescribed in **Annexure - A** and payment shall be made by the Second Party to the First Party within 15 days thereof after deduction of TDS at applicable rates.
6. While First Party shall conduct the test as per normally applicable professional standards like NABL, First Party shall not be responsible for any failure to carry out the tests, loss,



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damage, mutilation, and delay of the report in transit or in the event of its falling into unauthorized hands.

7. First Party shall not be liable for anything beyond its direct control including but not limited to loss by a carrier, contamination in shipment, accident in shipments, contamination at other third party premises, loss of sample or other acts or conditions in the course of collection of the sample that prevent the First Party from complying with its undertaking under this Agreement. First Party shall not be responsible in any manner whatsoever, for any failure, delays, leakage, breakages, deterioration due to temperature variation, e.g., vaporization of dry ice, thawing of refrigerated gel packs etc. of the samples in which case no report shall be issued by the First Party. First Party shall not be liable for any incidental or consequential damage whatsoever resulting from the loss of the sample.
8. The relationship between the Parties established by this Agreement shall be that on Principal to principal basis and nothing in this Agreement construes the relationship of the Parties to be of partnership, employer-employee, agent, joint ventureship, etc.
9. This Agreement shall be valid for a period of Three (3) years from the date of this agreement. Any party may terminate the agreement by providing 30 days prior written notice. Upon expiry of this Agreement, it may be renewed as per mutually agreed terms between both the Parties.
10. Because of this Agreement and the parties' business dealings, each may have access to certain trade secrets and other confidential and proprietary information ("Confidential Information") of the other Party. Each party agrees to hold such Confidential Information in confidence and will not use or disclose such information by any means without prior written consent of the other party except as may be required: (1) by law; or (2) to fulfil the rights and obligations set forth in this Agreement.
11. In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both the Parties. The Parties shall try to resolve the difference and/ or dispute within 30 days or such extended time as may be agreed between the Parties. In case, any difference and/ or dispute could not be resolved through mutual discussion then such difference and/ or dispute between the Parties shall be referred to the sole Arbitrator appointed by both the Parties in accordance with the Arbitration and Conciliation Act, 1996 and any amendments from time to time. The venue of the arbitration shall be New Delhi and the language to be used in the arbitral proceedings shall be English. The award of the arbitration shall be final and binding between the Parties.
12. Subject to above, the Courts in New Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement.



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In witness whereof both Parties have signed this Agreement on this 26<sup>th</sup> day of March, 2024.

For and on behalf of **Pathkind Diagnostics Private Limited,**



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**Name: Shibu Shrestha**  
**Title: Company Secretary and Head-Legal, Compliance & Admin**

*Reshma Mathur*  
**Witness: Reshma Mathur**  
**AGM – Corporate Sales & CCG**

For and on behalf of **GP Aarogya Healthcare Technology Private Limited,**

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**Name: Amitesh Pandey**  
**Title: Managing Director & Chief Executive Officer**

**Witness: Ashish Hemker**  
**CSO – Chief Sales Officer & Admin & Company Secretary**

*Ashish*  
*Me*  
*SL*

**ANNEXURE – A (Credit)**

Test Code	Test Name	Category	Price
PL218	HEALTHKIND ACTIVE ( CBC, BSF, HbA1c, Lipid Profile, Liver Function Test (Bilirubin Total, Direct & Indirect, SGOT, SGPT, AST/ALT Ratio, ALP, Total Protein, Albumin, Globulin, A/G Ratio), GGT, Urea, BUN, Creatinine, BUN/Creatinine Ratio, Electrolytes, Uric Acid, Calcium, Phosphorous, Thyroid Profile Total)	Specialized	1449

**ANNEXURE – B (Cash)**

Type of Test	Discount % on Gurgaon MRP
Routine	40%
Specialized	20%
Special Panel	10%
Govt. Capped	0%
Radiology	30%

**Note : For Home collection charges details are given below,**

S.No	Distance (Kms)	Charges
1	0-10 Kms	150 Rs
2	11 - 20 Kms	250 Rs
3	21-30 Kms	350 Rs

For and on behalf of **Pathkind Diagnostics Private Limited,**



**Name: Shibu Shrestha**  
**Title: Company Secretary and Head-Legal, Compliance & Admin**

*Reshma Mathur*  
**Witness: Reshma Mathur**  
AGM – Corporate Sales & CCG

For and on behalf of **GP Aarogya Healthcare Technology Private Limited,**

**Name: Amitesh Pandey**  
**Title: Managing Director & Chief Executive Officer**

**Witness: Ashish Hemker**  
CSO – Chief Sales Officer & Admin & Company Secretary

*Ashish*  
*(Signature)*