



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 927021

THIS BUSINESS TRANSFER AGREEMENT is made on this 15th day of December Two Thousand Fourteen **BETWEEN SURAKSHA IMAGING & PATH LAB LLP** a Partnership firm incorporated under the provisions of Limited Liability Partnership Act 2008 and having its registered office at BB-99, PrafullaKanan, Kestopur -700101, hereinafter referred to as the "SIPL/Seller" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **ONE PART AND SURAKSHA DIAGNOSTIC PRIVATE LIMITED**, a Company incorporated under the laws of India with company registration number

102265 and having its registered office at DD-18/1, Sector-1, Salt Lake City, Kolkata, India 700064, hereinafter referred to as the “SDPL/Buyer” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS

1. SIPL was incorporated in the year 2014 to do business of operating Diagnostic Centres in the State of Bihar through SIPL Centres with the concept of providing all investigations to the patients under one roof.
2. SDPL is also engaged in the business of operating Diagnostic Centres through SDPL Centres.
3. Promoters of SDPL shall cause SDPL to acquire and SDPL shall consummate the acquisition of SIPL Operating Business including all assets & liabilities.

NOW THEREFORE in consideration of the mutual agreement set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows :

1. Definition and Interpretation

1.1 Definition

- (a) “Diagnostic Centres” as specified in Schedule E of this Agreement.
- (b) “Diagnostic Division” shall mean the diagnostic division of SIPL located at Kamini Centre, Boring Road, Patli Putra Panitanki More, Near CIFS Building, Patna -13 including all Assets & Liabilities together with SIPL Employees.
- (c) “Gratuity” means the gratuity payable to an employee under The Payment



of Gratuity Act, 1972.

- (d) "Inventories" as specified in Schedule C of this Agreement.
- (e) "Insolvency Event" in relation to a party means the occurrence of the following:
 - i) an order is made by a court that the party be wound up ;
 - ii) an order is made appointing a liquidator or provisional liquidator of the party;
 - iii) a resolution is duly passed at a meeting either of creditors or of members of a party that the party be wound up in accordance with the provisions of the applicable law;
 - iv) a compromise or arrangement is agreed to between the party and its creditors or any class of them and an order is made by a court to give effect to such compromise or arrangement ;or
 - vii) the party is generally unable to pay its admitted debts as and when they fall due or declares or admits that it is generally unable to pay its admitted debt, as and when they fall due or is deemed to be insolvent or a petition to declare the party insolvent is moved in any competent court and not dismissed or stayed within 6 months from the date notice thereof is served on the relevant party;
- (f) "Assets & Liabilities" means all assets & liabilities pertaining to Diagnostic Division as specified in Schedule B of this Agreement.
- (g) "Operating Business" means the operating business of SIPL as specified in Schedule A of this Agreement.



- (i) "Purchase Consideration" means not exceeding Rs.4,00,00,000/- (Rupees Four Crores only) being the consideration payable by SDPL to SIPL for acquisition of SIPL's operating Business.
- (j) "SIPL Employees" means all the employees employed by SIPL in relation to the Diagnostic Division as specified in Schedule D of this Agreement.
- (k) "Transfer Date" shall mean not later than December 31, 2014, the day on which all transactions contemplated in this Agreement are completed in accordance with the terms and conditions set forth in this Agreement.

1.3 Interpretation

- (a) Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.
- (b) Unless the context of this Agreement otherwise requires:
 - i) words using the singular or plural number also include the plural or singular number, respectively ;
 - ii) words of any gender are deemed to include the other gender;
 - iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
 - iv) the term "clause" refers to the specified Clause of this Agreement or where specified, the Settlement Agreement;
 - v) reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date hereof,



from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

vi) 'Knowledge' shall mean all the data, facts and/or information by whatever name called that is within the knowledge of SIPL or SDPL, as the case may be, provided that SIPL or SDPL, as the case may be, shall have made due and diligent inquiry, including from all relevant employees, directors, officers and consultants of the other party;

vii) reference to the word 'include' shall be construed without limitation; and

viii) the Schedules hereto shall constitute an integral part of this Agreement.

2. SALE/TRANSFER OF DIAGNOSTIC DIVISION

Subject to the terms and conditions of this agreement and subject to the fulfilment of the Condition Precedent, on the Transfer Date, SIPL shall sell/transfer and SDPL shall purchase/acquire on slump sale the entire undertaking of SIPL related to the Operating Business, including the Diagnostic Centres and Diagnostic Division, and without limitation the following assets relating to the Diagnostic Division of SIPL on a going concern basis ;

i) "Assets & Liabilities" means all assets & liabilities pertaining to Diagnostic Division as specified in Schedule B of this Agreement. annexed hereto;

ii) Certain inventories, short particulars whereof are set out in Schedule – C annexed hereto;



iii) SIPL Employees with existing service conditions including Gratuity and all other benefits with entitlements accrued prior to Transfer Date free from all other encumbrances, charges and liens upon terms and conditions hereinafter contained;

iv) Loan of Employee as appearing on the transfer date;

v) All contracts, claims, of the Operating Business, including all warranties and indemnities, available to it from third parties;

vi) All intellectual property, knowledge, knowhow, whether developed, or under development, and whether currently in use or otherwise, and including any brands and trademarks, alongwith all rights associated with them, and used in relation to the Operating Business, whether registered or not..

3. MODALITIES OF TRANSFER

3.1 SIPL shall transfer as on Transfer Date

3.1.1 Assets & Liabilities” means all assets & liabilities pertaining to Diagnostic Division as specified in Schedule B of this Agreement. annexed hereto.

3.1.2 Inventories, short particulars whereof are set out in Schedule – C annexed hereto and from time to time, on or after the Transfer Date, if required by SDPL, SIPL shall ensure to execute such other deeds, documents and agreements as are required or desirable, to vest with SDPL, and or all of the assets, rights, properties, benefits transferred/required to be transferred to it on the Transfer Date.

3.2.1 All the Employees of SIPL as set out in Schedule – D annexed hereto shall with effect from the Transfer Date become the Employees of SDPL on the same terms and conditions as are offered by SIPL on Transfer Date on continuity in service basis. All



liabilities in respect of SIPL Employees before the Transfer Date shall be settled by SIPL towards payment of dues, wages, salaries, allowances

3.2.2 With effect from the Transfer Date and to the extent permitted by law, the liability for payment of dues, wages, salaries, allowances and other employment and terminal benefit included but not limited to provident fund, in proportionate amount of bonus payable for SIPL Employees shall stand transferred to SDPL and shall be to the account of and the sole responsibility of SDPL .

3.2.3 SIPL Employees shall be provided all retirement and gratuity benefits in the same manner as existing prior to the Transfer Date and in this connection SDPL has agreed to continue the aforesaid retiral benefit to SIPL Employees after their transfer by SIPL to SDPL. SIPL shall also cause to transfer provident fund accounts held by it in relation to SIPL Employees in favour of SDPL.

4. **TRANSFER OF THE DIAGNOSTIC DIVISION**

4.1 SDPL agrees to purchase, acquire and accept from SIPL and SIPL hereby agrees to sell, assign and convey to SDPL as a going concern on a slump sale basis, Diagnostic Division with effect from Transfer Date.

In order to expeditiously achieve transfer, the Parties shall, on or prior to Transfer Date execute such deeds, deliver and execute delivery or possession, letters or agreements as required to transfer legal title in Diagnostic Division in compliance with applicable laws.

4.2 On Transfer Date, SIPL shall sell, transfer, convey, assign and delivery to SDPL and SDPL shall purchase , acquire and accept from SIPL, all of SIPL's right, title and



interests in the Operating Assets free of all encumbrances (save and except to the extent specifically disclosed to SDPL by SIPL vide the Disclosure Letter and accepted by SDPL) including without limitation, the following :-

4.2.1 All permissions, health registrations, approvals and concessions required from any Governmental Authority for operating Diagnostic Division those are transferable in nature (hereinafter the "Licenses and Permissions") subject to compliance of applicable laws.

4.2.2 All relevant information , process and technology in relation to Diagnostic Division regarding specifications and test methods, master formulae, (all such information specific to the business of Diagnostic Division) and any other documents related to the Diagnostic Division.

5. PURCHASE CONSIDERATION

5.1 The Parties agree that the consideration for SIPL transferring the Operating Business, including the Diagnostic Division to SDPL shall be the Purchase Consideration.

5.2 The Purchase Consideration shall be payable by SDPL on or after Transfer Date by way of transfer to an account designated by SIPL.

5.3 SIPL shall be responsible for all taxes and dues, including, without limitation, income tax assessed , paid or payable in connection with the transfer of its Diagnostic Division to SDPL

5.4 SDPL may, in its sole discretion, waive fulfilment of any Conditions Precedent stipulated in clause 7 hereof and upon such waiver, the said Condition Precedent shall, become an obligation/covenant of SIPL to be satisfied within a time period and in the

manner specified by SDPL, after the Transfer Date.

6. **CONDUCT OF DIAGNOSTIC DIVISION ON TRANSFER DATE**

6.1 Notwithstanding anything to the contrary, with effect from Transfer Date, the beneficial ownership in the Operating Business, including the Diagnostic Division, shall vest in SDPL, such that all gains and losses accruing in relation to the Operating Business, including the Diagnostic Division, from Transfer Date shall be to the account of SDPL. Provided However, all liabilities arising out of any act or conduct made on the part of SIPL prior to Transfer Date but accrued after Transfer Date shall be the sole responsibility and to the account of SIPL and if charged to or claimed against SDPL shall be immediately and unconditionally be indemnified by SIPL.

6.2 On and from Transfer Date, the Operating Business, including the Diagnostic Division shall be taken over and operated by SDPL and SDPL shall be responsible for the management and operation of the Operating Business, including the Diagnostic Division and shall also ensure legal compliances and conduct the operations in the ordinary course exclusively to the account of SDPL.

7. **CONDITIONS PRECEDENT**

7.1 Obligations of SIPL:

7.1.1 SIPL shall have taken all requisite corporate action for the sale of the Operating Business, including the Diagnostic Division to SDPL, including without limitation, the passing of valid resolution in general meeting of SIPL. SIPL shall also have obtained approvals and consents and made all necessary intimations as mandated under applicable laws, if any, in respect of the proposed transaction.



7.1.2 The representations and warranties made by SIPL herein, shall be true and correct on Transfer Date.

7.1.3 SIPL shall have fully performed in all material respects all obligations, agreements, conditions and commitments required to be fulfilled by SIPL pursuant to the terms hereof on or prior to Transfer Date and SIPL shall have tendered to SDPL the documents, instruments and certificates as specified in this Agreement.

7.1.4 SIPL shall have delivered to SDPL a 'no dues' certificate to the effect that all dues towards SIPL Employees in respect of any period prior to Transfer Date have been duly settled by SIPL and that there are no further amounts due and payable to SIPL Employees.

7.1.5 SIPL shall sell / transfer all Operating Assets belonging to SIPL on Transfer Date free from all encumbrances and prior to such transfer SIPL shall procure and/or obtain No Objection Certificates from Banks/ Financial Institutions to accord consent for aforesaid transfer to the effect that upon payment of all dues of such Banks/ Financial Institutions, charges would be freed and released by the Banks/ Financial Institutions absolutely. On the basis of such No Objection Certificates SIPL shall make necessary arrangement for payment of outstanding to Banks/ Financial Institution either of its own or Purchase Consideration.

7.1.6 SIPL shall obtain before Transfer Date No Objection from its Lenders signifying their No Objection to the consummation of SIPL acquisition.

8.2 CONDITIONS SUBSEQUENT

8.2.1 SIPL shall cause SDPL and any other entity with whom SIPL has entered into lease agreements for the said property to enter into a Lease Deed for a period of 9 years



on mutually agreed terms and conditions with an option on the part of SDPL to renew such lease with revised rentals to carry on SDPL's Operating Business.

8.2.2 SIPL shall transfer and/or cause to transfer Licenses/ approvals those are transferable in favour of SDPL, as on Transfer Date, in respect of Operating Assets of its Diagnostic Division.

8.2.3 SDPL shall obtain and/or procure fresh Licenses to operate diagnostic business from its Diagnostic Centres, list of Diagnostic Centres are set out in Schedule E of this Agreement and SIPL shall accord necessary consents, permission/ No Objection as might be required to procure fresh licenses and SIPL shall assist SDPL for procuring such licenses / approvals.

8.2.4 SIPL agrees that it shall on and from the Transfer Date have no right to use the mark Suraksha in any form or claim any right or benefit in such mark and all such rights and benefits shall be deemed to have been transferred to SDPL on the Transfer Date.

9. **REPRESENTATIONS AND WARRANTIES OF SIPL**

SIPL represents and warrants the following as of the date of this Agreement and as of the Transfer Date.

9.1 **Authority**

SIPL has full corporate power and authority to execute the Agreement and perform its obligations under this Agreement. The execution of the Agreement and the performance of all obligations of SIPL under this Agreement have been duly authorised by SIPL. The execution and performance of the Agreement by SIPL is not prohibited or



limited by and will not result in the breach of or a default under any provision of the Certificate of Incorporation, Memorandum of Association or the Articles of Association of SIPL or of any agreement or instrument binding on SIPL or to SIPL's knowledge, of any applicable law or order or direction of any Governmental Authority. This Agreement has been duly executed by SIPL and constitutes, the legal, valid and binding obligation of SIPL, and, assuming proper execution and delivery by SDPL, is enforceable against SIPL in accordance with the terms of the Agreement.

9.2 Title of Assets

SIPL has and will convey to SDPL good and marketable title to all of the Operating Assets free and clear of any security interests, liens, pledges, claims, charges, options or other encumbrances. SIPL confirms that there are no litigations, arbitrations, mediations or any claims against it related to the ownership and/or conduct of the Operating Business, or which may prejudice the transfer of the Operating Business to SDPL.

9.3 Violation/ Breaches

To the knowledge of SIPL, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate any law, rule or regulation or order, judgment, or decree and will not result in a breach of any term of the certificate of incorporation, code of regulation or by-laws of SIPL of any contract, agreement or other instrument to which SIPL is a party.

9.4 Compliance with Applicable Laws

The operation of Diagnostic Division of SIPL is being conducted in compliance with all applicable statutes, laws, ordinances, rules, orders and regulations including



without limitation environmental regulations.

9.5 Permits

SIPL possesses all applicable licenses, permits and other approvals under law necessary to enable it to carry on and operate Diagnostic Division through its Diagnostic Centres and all fees and other charges for the permits obtained from the Authorities have been paid.

9.6 Contracts

To the best of the knowledge of SIPL, all of the Contracts are legal, valid and binding.

10. TRANSFER

10.1 Place of Transfer

Transfer shall take place at Bihar, or such other place as the Parties may agree to in writing.

10.2 Diagnostic Division Transfer Date

Upon the satisfaction or fulfilment by the Parties of all of the Conditions Precedent specified in Clause 8 above to the satisfaction of the Parties to this agreement and except such Conditions Precedent as are waived (at its sole discretion), the Parties mutually agree to consummate the transaction on a date which shall not be a date later than Transfer Date.

10.3 Actions at Transfer

On Transfer Date, the transactions as contemplated under this Agreement shall be completed by the Parties in the following manner :-

10.3.1 SIPL's and SDPL's activities : The SIPL and the SDPL shall do or cause to be

done the following acts and deeds :

(a) SIPL shall deliver possession of Operating Assets to SDPL and convey SIPL's right, title and interest in the Operating Assets to SDPL and upon receipt, SDPL shall take over possession, title and interest in the Operating Assets ;

10.3.2 SIPL's activities :SIPL shall do or cause to be done each of the following acts and deeds :

(a) Deliver to SDPL all original contracts, engagements/ agreements relating to the operation of Diagnostic Business including but not limited to Employee Contracts;

(b) Deliver to SDPL all movable assets by physical delivery and obtain acknowledgement of the same ;

(c) Execute any other agreements, deeds and documents and do and perform all other such acts as are necessary for completion of the Closing or evidencing the Closing as envisaged in this Agreement.

10.3.3 SDPL's Activities : SDPL shall do or cause to be done each of the following acts and deeds :

(a) Execute all such Agreements, deeds and other documents for completion of transaction on Transfer Date as envisaged in this Agreement.

(b) Pay to SIPL Purchase Consideration in the manner prescribed in this Agreement.

11. TERMINATION

11.1 This Agreement may be terminated

(a) By a Party (the 'Non Defaulting Party') at any time on the



occurrence of any of the following events with respect to the Other Party (the 'Defaulting Party') :

- (i) Any default/ breach by the Defaulting Party or any Affiliate of the Defaulting Party regarding the compliance with any material obligation or covenants contained in this Agreement which breach cannot be remedied or if capable of remedy has not been remedied by the Defaulting Party within 30 (thirty) days of receipt of notice in this behalf from the Non Defaulting Party ;
- (ii) Any representation or warranty made or provided by any Defaulting Party is found to be false, untrue or misleading in any material respect ; or
- (iii) Any insolvency Event has occurred with respect to the Defaulting Party.

11.2 The termination as aforesaid shall be without prejudice to all its rights and remedies under law available to it including but not limited to the right to seek, as an alternative to termination, specific performance of obligations under the Agreement or terminate the Agreement and seek damages for a material breach from any Party committed during the period prior to such termination.

12. INDEMNIFICATION

Each party agrees to hold the other Party harmless and to indemnify the other Party against any and all liabilities, losses, costs, damages, commissions and expenses which the other Parties may sustain by reason of the breach of any of representations and the warranties set forth in this Agreement.



13. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder :

- (i) Any and all disputes or differences between SIPL and SDPL arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably
- (ii) If after 30 days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this Agreement or its performance, such disputes or differences shall be submitted to final and binding arbitration at the request of either of the Parties upon written notice to that effect to the other ;
- (iii) Such arbitration shall be under and in terms of the Arbitration and Conciliation Act, 1996, provided that Part I of the Arbitration and Conciliation Act, 1996 shall be expressly excluded. All proceedings of such arbitration shall be in the English language.
- (iv) The arbitration panel shall consist of three arbitrators, one arbitrator each to be appointed by SDPL and SIPL and the third arbitrator, who shall serve as chairman, to be appointed jointly by the other two arbitrators.
- (v) Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The losing Party, as determined by arbitrators, shall pay all reasonable out of pocket expenses (including,



without limitation, reasonable attorneys' fees) incurred by the prevailing Party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise.

- (vi) Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary damages through the arbitration described in this Clause 11 (termination)

15. **CONFIDENTIALITY**

15.1 Except as required by applicable law, in the event the Agreement is terminated, all written information related to the Operating Assets supplied to SDPL by SIPL shall be returned to SIPL. In such event, SDPL and its employees, advisors and agents shall make no further use or disclosure of such information whatsoever.

15.2 The Parties shall keep Purchase Consideration confidential except any disclosure which is required by law or disclosures to their respective shareholders and consultants or as agreed upon by SIPL and SDPL.

16. **MISCELLANEOUS**

(a) Notices : Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivering personally or by registered post or by courier service or by fax addressed to the intended recipient at its address set out below or to such other address or fax number as any party may from time to time notify to the others :



If to SIPL :

Address : Kamini Centre, Boring Road, patuliputra, Panitanki More, Near CIFS
Building, Patna -13 Fax :

Attention :

If to SDPL :

Address : DD-18/1, Sector-1, Salt Lake City, Kolkata, India 700064

Fax :

Attention :

Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served, if given or made by fax, on the next following Business Day in the place of receipt or, if given or made by registered post 7 (Seven) days after posting. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service and , in the case of a fax, the fax confirmation receipt.

(b) Severance : The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired if any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law.

Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

(c) No Waiver : No waiver of any provision of this Agreement nor any consent to



any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of such right, power or privilege and nor does a single or partial exercised of a right preclude any exercise of other rights, powers or privileges.

- (d) Entire Agreement : This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matters of this Agreement and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.
- (e) Amendments : No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
- (f) No Partnership : Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other for any purpose.
- (g) Assignment: This Agreement shall be binding on the Parties and their respective successors and permitted assigns. None of the Parties to this Agreement may assign its rights or obligations under the Agreement to any other Person, except with the prior written consent of SDPL. Provided that SDPL shall be free to assign their rights or obligations under the Agreement to any of its Affiliates.
- (h) Further Assurances : Each of the Parties hereto shall co-operate with the others and execute and deliver to the other, such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give



effect to and confirm their rights and intended purpose of this Agreement.

(i) Specific Performance : The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies.

(j) Additional Documents : Each Party hereto shall promptly execute and deliver such additional documents and agreements as are envisaged in this Agreement and any other agreement or document as may be reasonably required by the other Parties hereto for the purpose of implementing this Agreement, provided that no such document or agreement shall be inconsistent with the spirit and intent of this Agreement.

(k) Counterparts : This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

(l) Costs : The Parties shall be responsible for their out of pocket expenses in connection with the transactions contemplated hereby.

(m) Survival: Clauses 12 (termination), 13 (indemnification), 14 (Governing Laws & Dispute Resolution), 15 (Confidentiality), 16(a) (Notices), 16(j) (Specific Performance) and 16(n) (Survival) shall survive the termination of this Agreement.



THE SCHEDULE 'A' ABOVE REFERRED TO

Suraksha Imaging & Pathlab LLP, SIPL was incorporated in the year 2013 to do business of operating Diagnostic Centres in the State of Bihar through SIPL Centres with the concept of providing all investigations to the patients under one roof.

In 2014, SIPL proposed to open diagnostic centre at Kamini Centre, Boring Road, Patliputra, Panitanki More, Near CIFS Building, Patna -13



THE SCHEDULE 'B' ABOVE REFERRED TO
List of Asset & Liabilities
As at 31st December 2014

Fixed Asset

CT SCAN MACHINE
COMPUTERS
AIR CONDITIONER
GENERATOR SET
ELECTRIC INSTALLATION

Advances to Creditors

BOMBAY INTERIORS
SHREE YASH TRADING CO.
Nikky Enterprises
Sify Technologies Limited
Recorders & Medicares Systems Pvt Ltd

Expenses incurred in different Head

CLINIC RENT
INTEREST ON SECURED LOAN
COMMISSION
RENT AGREEMENT CHARGES
ADVERTISEMENT EXP
GENERATOR EXPENSES
Repairs & Maintenance
SALARY
ELECTRIC EXPENSES
LOAN PROCESSING FEES
SECURITY GUARD EXPENSES
HOUSE RENT ALLOWANCE
PRINTING & STATIONERY
CONVEYANCE ALLOWANCE.
TIFFIN ALLOWANCE
General Expenses
Licence Fee
Postage & Telegraph
Bank Charges

Security Deposit

Security Deposit Kamini Centre Rent
Security Deposit - Electricity Patna Kamini Centre

Sundry Creditors

Apurva Gupta

Total Consideration against above is Rs. 3,96,56,914/-



THE SCHEDULE 'C' ABOVE REFERRED TO

(List of Inventories) to be provided at the time of transfer if any

THE SCHEDULE 'D' ABOVE REFERRED TO

List of SIPL's Employee- To be attached, based upon actual list of employees at the time of transfer of operating business.

THE SCHEDULE 'E' ABOVE REFERRED TO

List of Diagnostic Centres:-

- 1) Kamini Centre, Boring Road, Patuli Putra, Panitanki More, Near CIFS Building, Patna -13

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED and DELIVERED for and on behalf of
Suraksha Imaging & Path Lab LLP
by Mr. _____ its _____
in the presence of :



SIGNED and DELIVERED for and on behalf of
Suraksha Diagnostic Private Limited by
Mr. _____ its _____
in the presence of :

