



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK87524453629294S
Certificate Issued Date	: 21-Sep-2020 12:44 PM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470478143562202311S
Purchased by	: SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party	: NA
Stamp Duty Paid By	: SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



AARTI KUKRETI
STAMP AGENT
TEHSIL DOIWALA, D.DUN

POSITRON EMISSION TOMOGRAPHY (PET CT SCAN) SERVICES AGREEMENT

This Comprehensive Positron Emission Tomography Scan (PET CT Scan) Services Agreement ("Agreement") is made on this 21 September, 2020 by and between,

Swami Rama Himalayan University (SRHU), for one of its teaching hospitals 'Cancer Research Institute' with PAN AAJH0463L having Registered Office at Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand – 248016 through its Registrar Mr. Nalin Bhatnagar, (hereinafter referred to as the "First Party" or "SRHU"). Himalayan Institute Hospital Trust, a Society registered under the Societies Registration Act, 1956 is the promoting society of the Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

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Nalin Bhatnagar
Registrar

Aarti Kukreti
Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

AND

DIFI Healthcare Private Limited, Unit: Chhaitanya Diagnostics Pvt. Ltd. a company incorporated and registered under the Companies Act, 1956, with PAN Number AABCC8628G, having its registered office at k-16, South Ex Part-1 New Delhi -110016, India and represented by Mr. Rahul Sanan (hereinafter referred to as the 'Second Party' or "DIFI").

The terms 'First Party' or "SRHU" & 'Second Party' or "DIFI" shall, unless excluded by or repugnant to the context, include its successors in interest, legal representatives, nominees, permitted assigns etc. The First Party & Second Party shall hereinafter be collectively referred to as "Parties" and individually as "Party".

WHEREAS

A. The Himalayan Institute Hospital Trust (HIHT), is a Society involved in charitable activities in the field of healthcare and education and is the promoting Society of Swami Rama Himalayan University (SRHU).

B. The Swami Rama Himalayan University (SRHU), the First Party is engaged in running a 1000 bedded teaching Hospital, 'Himalayan Hospital', along with a 250 bedded 'Cancer Research Institute' which provides in-patient and out-patient services to the patients of Uttarakhand, and desires to have a "PET CT Scan" within the premises of its teaching hospital located at Swami Rama Himalayan University, hereinafter referred to as "Hospital".

C. The DIFI Healthcare Private Limited, the Second Party is an established company operating a chain of standalone PET CT Scan Centers under the name and style "DIFI".

D. The First Party attests that it is in lawful possession of the property and has a clear, absolute, unrestricted title and ownership rights with respect to the premises at 'Cancer Research Institute' (hereinafter referred as the "CRI") and has wholeheartedly agreed for the other parties to setup PET CT Scan Centre.

E. The Second Party has approached the First Party for installing, operating, running and managing the PET CT Scan Center for the diagnosis of the patients.

F. That the Second Party is taking lease finance from TATA CAPITAL FINANCE COMPANY LIMITED for the purchase of PET CT Scan equipment & TATA CAPITAL FINANCE COMPANY LIMITED has sanctioned the lease finance vide its sanction letter no. CF/OL/Del/3262240 dated 21.08.2020 as attached as **Annexure-1**.

G. The First party has accepted the proposal of the Second Party and have agreed to provide the space required by the Second Party for the purpose of installing, operating, running and managing the PET CT Scan Center in the premises of the Cancer Research Institute as detailed in **Annexure--2** and for providing the PET CT Scan services and other required assistance set forth in this Agreement, upon the terms and conditions set out herein below.

H. This agreement shall be deemed to be effective from 30th September, 2019.

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For DIFI HEALTHCARE PRIVATE LIMITED

Neelam Bhattacharya

Registrar

Swami Rama Himalayan University

Rahul Sanan
Director

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PET CT Scan Center Premises:** In consideration of the financial consideration agreed upon herein under this agreement, the First Party has agreed to provide the Second party a space as per the AERB guidelines within the Cancer Research Institute at a mutually agreed location, ("PET CT Scan Center Premises") of which the Map is attached herewith as (**Annexure—2A**) for the purpose of setting up the PET CT Scan Center. The First Party shall hand over the possession of the said Premises within 15 (Fifteen) days from the Effective Date of this Agreement.

2. **Access & Assistance to Second Party:** The First Party, its employees, doctors, contractors, representatives, patients, visitors and authorized agents shall have unrestricted/unlimited access to the PET CT Scan Center Premises 24 hours per day and 7 days per week, 365 days a year during the term of this Agreement. The First Party & Second Party shall together, within minimum reasonable time from the Effective Date, obtain all necessary permissions and empanelment as listed in **Annexure-- 3** as applicable, from the concerned authorities for the purposes of running the PET CT Scan Center at the Cancer Research Institute. The First Party hereby agree to extend all necessary assistance and co---operation, including but not limited to execution of requisite forms, applications and other documents required by the Second Party and as and when the need arises.

3. **Property:** The First Party attests that they have paid for all the civic dues on the property for PET CT Scan Center Premises till the effective date of this agreement and will continue to do so during the "Term" of the agreement.

4. **Installation of Machines, Furniture & Fixtures:** The Second Party shall be entitled to carry out such works and activities as are required by it to fit out and furnish the PET CT Scan Center Premises in a manner which it deems fit and proper including but not limited to modifications as per AERB requirements, installation of PET CT Scan, erection of wooden partitions, counters, erection of fittings, fixtures, installations of requisite equipment, computers, automation equipment, or any other materials, furniture, fittings, goods, or paraphernalia including the civil works as may be necessary for PET CT Scan Center.

5. **Responsibilities:** The Parties acknowledge that the revenues of the PET CT Scan Center and the Cancer Research Institute would increase with the endeavors of both the Parties. Further, in consideration of the healthcare services arrangement agreed under this Agreement, the Parties have agreed for certain inter-se responsibilities, as described in **Annexure--4**, to be undertaken by each Party from the time the PET CT Scan Centre is established.

6. **Signage:** The First Party and the Second Party shall be entitled to do internal branding at PET CT Scan Center. Second Party shall display co-branded standees at the CRI premises. However the Project will be branded and promoted under the following Brand name:

‘CRI PET CT Scan Centre - SRHU (Logo) In association with
DIFI Healthcare Private Limited (logo)’.

Note: All the logos with the same size representing equality and fairness. Second Party shall also share all the signage designs with the First Party.

7. **Non-Interference in Operations:** Subject to observance of terms of this Agreement, the Second Party shall during the term of this Agreement be entitled to run the PET CT Scan Center from the CRI Premises without any interruption with respect to staff, scheduling, or any other operational aspects by the First Party or any person or persons claiming by, from, and under or in trust for it. Additionally, It has been explicitly agreed by the Parties that the First Party shall not engage any other PET CT Scan operator, PET technician or any other competing Medical Physicist or service provider in the Cancer Research Institute.

8. **Sublet:** During the tenure of this agreement the Second Party shall not outsource /Sublet /PET CT Scan to any other party within the campus and shall ensure that no other activity is carried out in the premises.

9. Second party shall not intentionally transfer any PET CT Scan patient of SRHU to any other PET CT Scan center for earning better revenue share.

10. Payment Terms:

a) The Parties agree that the all OP and IP PET CT Scans billing will be done by the First Party.

The Revenue share between the parties shall be as per the **Annexure-- 5**.

b) That the Parties shall calculate the cash patient's revenue share (as detailed in Annexure -5) as agreed upon and settle the calculated dues by last date of following month.

c) That in case of credit patient the first party shall settle the revenue within 45 days after receiving the payment from concerned govt. authorities/ credit organization or shall settle the revenue within 180 days from the last day of service provided month, whichever is earlier.

d) The Second Party shall support the First Party for bill claiming process including filing, online loading & documentation.

e) Further, if the said dues are not paid or cleared within 30 days from the expiry of Due Date, then the aggrieved Party (i.e. the Party whose dues are not cleared within Due Date) shall have the right to set-off such dues from the amount payable by such aggrieved Party to Other Party.

Neelam Bhutnagar
Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED
[Signature]
Director

f) That the First Party shall deposit the share of the Second Party in separate designated account opened for this purpose by the second party, the detail of which is as under:-

Bank Name and address	ICICI Bank Ltd, A 31, Anand Vihar, Karkardooma, Delhi 110092
Account No.	033005008049
Account type	Escrow Account
IFSC Code	ICIC0000330
Beneficiary Name	Difi Healthcare Pvt. Ltd. Escrow Account

11. Term and Termination:

a. This Agreement shall come into effect from the Effective Date of this the Agreement and shall be valid for a period of 10 (Ten) years plus the Development Period of 6 months to build the PET CT Scan Centre from the Effective Date ("Term") with an option to extend further.

b. **Termination with cause:** If there is material breach of contract by either Party, the Other Party shall give 3 months notice for remedy and failing which, the Other Party shall have a right but not the obligation to terminate the Agreement with a month's notice.

c. That in case the Second Party fails in making monthly payment to the TCFCL or makes defaults(s) as per clause 16 & 17 of the master lease agreement dated 03.09.2020 executed between Difi & TCFCL and the TCFCL notifies the First Party for the possession of the equipment, the Second Party shall continue to deliver all required supplies viz. radio isotopes, reagent, technical assistance, etc. which are necessarily needed for operating/running the equipment for next 03 months from the date on which TCFCL furnish the possession notice to the First party.

d. That in case the First Party found that the Second Party is indulged in any unethical practices, the First Party may call justification from the Second Party and the Second Party shall justify his act within 30 days of receipt of such notice failing which the First Party shall have the Right to terminate the agreement after giving a month's notice.

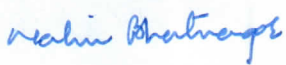
e. First Party or the Second Party shall not terminate the agreement for the potential financial benefits coming from partnering with any other entity.

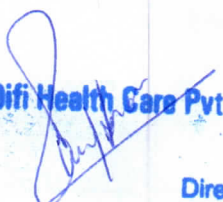
f. That this agreement can be reviewed on yearly basis and may be amended by both the parties on mutual consent.

12. Limitation of Liability: The First Party shall hold harmless and indemnify the Second Party from all issues related to Premises or unrelated to PET CT Scan Center and attests that such matters are purely the responsibility of the First Party. Similarly, The Second Party shall indemnify and hold the First Party harmless for all issues related to PET CT Scan that may arise in the Cancer Research Institute, patient care, including Fire related accidents.

13. Representation Pertaining to Construction of Hospital: The First Party & Second party have expressly warranted that the Cancer Research Institute including PET CT Scan Center Premises have been constructed in consonance with all applicable local, municipal or state laws and shall at all future times continue to adhere to all the laws. In the event of there being any defect or deficiency or inadequacy in the First Party's right to execute this Agreement and/or the First Party thereby is

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Registrar
Swami Rama Himalayan University


For Difi Health Care Pvt. Ltd.
Director

unable to use the PET CT Scan Center Premises in a way the First Party intends the use the PET CT Scan Center Premises, due to non-adherence to hospital construction laws, the First Party undertakes to fully indemnify the Second Party against all consequences arising there from including damages, losses, costs or any other claims and demands relating thereto.

14. Insurance: The Second Party shall ensure insurance for their PET CT Scan Center's assets.

15. Notices: Any notice consent, waiver and/or other communication pursuant to this Agreement must be in writing signed by the person serving it or by a person duly authorized by the person serving it and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); or (b) when received by the addressee, if sent by a recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party):

If to the First Party:

Address: Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun – 248016

Phone No: +91-135-2471600

E-mail: reg@srhu.edu.in

If to the Second Party:

Address: DIFI Healthcare Private Limited, Unit: chhaitanya Diagnostics Pvt. Ltd. 14 kaushalya park opposite G block market, Ch. Dalip Singh Marg, Hauz Khas, New Delhi- 110016

PhoneNo. +91-11-43112233

E-mail: rahulsanan@gmail.com / difi_cd@yahoo.com

Website: www.difi.in

16. Arbitration: The parties herein shall resolve all disputes in connection with this agreement amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996, with its statutory modifications, enactments or re-enactments thereto. The place of arbitration shall be Dehradun.

17. Governing Law and Jurisdiction: This Agreement shall be governed and interpreted in accordance with Indian laws and any legal action or proceeding arising under this Agreement shall be subject to the jurisdiction of the courts of Dehradun.

18. Confidentiality: Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this Agreement at all times, and no Party shall use or disclose any confidential information of the other Party for any purpose other than as explicitly permitted by this Agreement, without the prior written consent of such other Party. Provided however nothing contained herein shall affect the ability of the Parties to make disclosure to any governmental authority or any other person under the

provisions of any applicable law, provided however in all such circumstances, the disclosing Party shall give prior notice to the other Party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other Party to seek confidentiality of the information being disclosed, to the extent permitted by law.

19. Emergency Response and Support: First Party agrees to assist Second Party's staff and doctors in any or all emergencies at the PET CT Scan Center. First Party shall ensure availability of quick action in emergency through its professionals who are trained in emergency care including but not limited to nursing staff, resident doctors, specialists and also provide emergency management equipment as needed. First Party also agrees for priority access to the ICU or Casualty/Triage/Emergency for any or all patients of PET CT Scan Center in the event of an emergency. The First Party shall share emergency helpline numbers with the Second Party that will be displayed by the Second Party both within the PET CT Scan room and the reception area. It is also agreed that the First Party shall inform all their staff including but not limited to resident doctors, specialists, nursing and paramedical staff about the emergency handling agreement with the Second Party, so there will be full co-operation in the event of an emergency. For Example: In case of cardiac arrest, Second Party's staff may contact the First Party via the emergency number provided by the First Party and announce Code Blue at the PET CT Scan Center. A team of BLS (Basic Life Support)/ACLS (Advanced Cardiac Life Support) trained physicians or staff, from First Party, should respond immediately to such emergencies and assist the Second Party's staff in stabilizing the patient.

20. Miscellaneous

- a. That this Agreement may be amended only by an instrument in writing signed by each Party to this Agreement.
- b. That the Parties shall have the right to use the name & trademark of the other Party or do any press release only for the purpose of publicity of the PET CT Scan Center with prior approval of both parties.
- c. That the First Party being an academic Institution shall have the right to use the clinical data arising out of the PET CT Scan Center for research purposes.
- d. That the Second party shall provide add on facilities on the PET CT Scan equipment for Radiotherapy Simulation planning (ON AGREED RATE).
- e. That the second party will upgrade the PET CT machine from time to time synchronizing with the advancement of available technology.
- f. That both the parties shall make best endeavor to reach the monthly target of 200 PET CTs and in case the monthly target is not reached within 6 months after execution of this agreement the

parties may renegotiate the Agreement.

g. That the Second Party shall give priority to the patients of the First Party.

h. The equipment's specifications shall be as per **Annexure-6**

i. That this agreement made between the parties supersedes all previous or other writing & understandings and any further modifications to this agreement, if required shall be made in writing between the parties.

IN WITNESS where of the Parties herein have executed this Agreement on the day and date first written above

A)
FOR AND ON BEHALF OF FIRST PARTY
SWAMI RAMA HIMALAYAN UNIVERSITY

Nalin Bhattacharya
Registrar
Name: NALIN BHATTACHARYA
Designation: REGISTRAR

B)
FOR AND ON BEHALF OF SECOND PARTY
DIFI HEALTHCARE PRIVATE LIMITED

Rahul Senan
Name: Rahul Senan
Designation: Director

WITNESSES:

1.
Name:

Address:

2. Ramit Sanan
Name: RAMIT SANAN

Address: 382, AFNOE, SEC 7 PLOT 11, DWARKA, N-DELHI 110075

ATTESTED
Vinit Kumar
Advocate & Notary
Dehradun

For DIFI HEALTHCARE PRIVATE LIMITED
Rahul Senan
Director



Sanction Letter

Date: August 24, 2020

Ref No.: CFVOLDel3262240
Application No.: 202042734395

Difi Healthcare Pvt Ltd

382, Air Force Naval Officers Enclave,
Sector-7, Plot-11, Dwarka,
South Delhi - 110075,
DELHI.

Kind Attention: Mr. Rahul Sanan - Director

Dear Sir/Madam,

Tata Capital Financial Services Limited ("TCFSL/Lessor") takes the pleasure in granting the Lease facility to you subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of TCFSL.

TERMS AND CONDITIONS

Lessor	Tata Capital Financial Services Limited(TCFSL)			
Lessee	Difi Healthcare Pvt Ltd			
Facility Details	Nature Of Facility	Limit	Non-cancellable Term	Lease Term
	Lease Facility	Up to Rs. 74500000.00 (Rupees Seven Crore Forty Five Lakh Only)	84 Months	84 Months
				Lease Rentals(PTPM/Q)
				PTPM Rate (INR): - From Month 1 to Month 6 - 1.52 PTPM - From Month 7 to Month 84 - 17.37 PTPM

Facility Name	Lease Facility
Nature Of Asset	-DIQ 3 Ring GEN -2 PET CT (32 Slice) -Local Supply Items /Accessories of DIQ 3 Ring GEN -2 PET CT
Supplier Name	Wipro GE Healthcare Pvt., Ltd.
Payment Terms	Monthly in arrears.
Lease Rent Commencement Date	From the date of asset acceptance or date of installation whichever is earlier.
Nature of Lease Rent	Fixed for Lease Term
Interim Charges	@ 12.25% p.a for any advance paid to the supplier till the commencement of Lease Rent.
Interim Rent	Interim rent shall be applicable from Lease Rent Commencement date till the end of that calendar Month.
Processing Fee	Rs. 11,97,000/- + applicable taxes payable with the acceptance of this sanction letter.

For DIFI HEALTHCARE PRIVATE LIMITED

TATA CAPITAL FINANCIAL SERVICES LIMITED

For Chhaitanya Diagnostics Pvt. Ltd.

Corporate Identification Number U67100MH2010PLC210201

7th Floor, Concorde Tower Block E 1 Jhandewalan Extension New Delhi 110 055

Tel 91 11 66786100 Web www.tatacapital.com

Corporate Identification Number U67100MH2010PLC210201

Registered Office: 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013

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Rahul Sanan
Registrar
Swami Rama Himalayan University

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For DIFI HEALTHCARE PRIVATE LIMITED

Director



TATA CAPITAL

Asset Location	Swami Rama Himalayan University, Swami Rama Nagar, P. O. Jolly Grant, Dehradun, Uttarakhand
Mode of payment	Through NACH/PDC mechanism. -NACH mandate from account number 7911474029 maintained with Kotak Mahindra Bank. Mandate to be submitted upfront at the time of PO issuance or within 15 days of Purchase Order issuance. -Penal of 2.00% p.m. shall be charged in case NACH mandate is not submitted within 15 days of Purchase Order issuance. In case of PDC -Signature verification letter required from same bank, account.
Purchase Mechanism	TCFSL would raise a Purchase order on Vendor upon the receipt of Request Letter and Performa Invoice including taxes and duties from the Lessee. Vendor would issue Tax Invoice in the name of TCFSL. Payment to the Supplier will be made only on receipt of a written authorization from Lessee.
Service Charges on delayed payment of Lease	2.00 % p.m. shall be charged in case of delayed payment of Lease rentals from the due date till the date of receipt.
Taxes, Duties and Insurance	Taxes, Stamp Duty, Insurance of the asset, Documentation , Asset Verification and Legal Charges will be borne by the Lessee.
Disbursement/ Drawdown Schedule	As per lessee's request after acceptance of the Sanction Letter and execution of stipulated documents and on compliance of such sanction terms as prescribed. -Disbursement would be made against the original or certified copy of performa invoices duly certified by lessee and other supporting documents. Tax invoices/Commercial invoice to be submitted within 45 days of TCFSL making final payment against the said performa invoice. -For any remittance directly to lessee: Bank statement confirming payment remittance made by lessee to the supplier along with Margin money receipt from supplier or PI to capture advance already received by them (the supplier). -The Facility will be available for drawdown in multiple tranches at any time after the execution of the Transaction Documents within 6 month from date of Sanction.
Service Charge /Penalty	-2% p.m over and above the Interim charges rate shall be charged for delayed Capitalization from the estimated date of capitalization, Estimated date of Capitalization as mentioned in Purchase Order as communicated by Lessee or as mentioned in Sanction letter. -Also 2% p.m over and above the Interim charges rate shall be charged for any mismatch in documents submitted for asset capitalization and Disbursement. i.e., Invoices, Proof of delivery, e-way bill , etc
Imported Assets	-LC to be opened by TCFSL -LC fee of 0.50% p.a. for at site LC , 0.50% p.a. for Usance LCs/ actual quoted by bank (whichever is higher)
Documentation Charges	Rs. 3000/- + Applicable Tax, to be collected upfront from Lessee. (Non refundable)

Common Terms And Conditions

Other Security Conditions	Collateral: -First & Exclusive charge on the receivables (both present and future) of Difi Healthcare Pvt Ltd receivables from SRHU Project to be created within 120 days of disbursement. Others:
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For DIFI HEALTHCARE PRIVATE LIMITED

For Chhaitanya Diagnostics Pvt. Ltd.

TATA CAPITAL FINANCIAL SERVICES LIMITED

Corporate Identification Number U67100MH2010PLC210201

7th Floor Videocon Tower Block E 1 Jhandewalan Extension New Delhi 110 055

Director Tel 91 11 66786100 Web www.tatacapital.com

Corporate Identification Number U67100MH2010PLC210201

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013

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Attested True Copy

(MANI KUMAR)
Advocate & Notary, Dehradun

Naresh Bhattacharya

Registrar

Swami Rama Himalayan University

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For DIFI HEALTHCARE PRIVATE LIMITED

Director



	-NACH mandate from account number 7911474029 maintained with Kotak Mahindra Bank. Mandate to be submitted upfront at the time of PO issuance or within 15 days of Purchase Order issuance. -Latest networth certificate of guarantors to be submitted. -Any other documents as prescribed by TCFSL -Documents specific to delivery of asset: -Torry receipt, delivery challan, e-way bill and Copy of transit Insurance policy (if applicable)						
Post Disbursement Documents	-Asset verification to be done within 60 days from the date of installation or Put to use whichever is earlier. The Lessee shall furnish to TCFSL whenever required by TCFSL full and correct particulars /statements of all the assets and shall allow TCFSL or its authorized agent to take inspection without necessity of any notice, of such assets and of all records and shall provide such evidence as TCFSL may require as to the cost and value thereof. -TCFSL to facilitate Insurance through Tata AIG and cost to be borne by the Lessee. Insurance renewal documents to be submitted on annual basis. Endorsement on insurance to be in favor of Tata Capital Financial Services Limited. -Another quasi equity to be infused within current Financial Year. CA certificate to be submitted by 31st March 2021.						
Periodical Review Requirements and Periodicity of submission of information to Tata Capital	The account to be reviewed on half yearly/ Yearly basis as per terms of the agreement, For Review of accounts Lessee shall furnish. Below mentioned documents to be dispatched to Lease Credit team, Corporate Finance I think Tech Campus, Lodha office, Thane. <table border="1"> <tr> <td>Other Financial information</td><td>The Lessee needs to furnish other financial information in the format prescribed by TCFSL on quarterly basis within 45 days of closer of quarter.</td></tr> <tr> <td>Data required for renewal of credit limits</td><td>On or before the expiry of Review date</td></tr> <tr> <td>Audited/Unaudited financial statements</td><td>Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above</td></tr> </table>	Other Financial information	The Lessee needs to furnish other financial information in the format prescribed by TCFSL on quarterly basis within 45 days of closer of quarter.	Data required for renewal of credit limits	On or before the expiry of Review date	Audited/Unaudited financial statements	Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above
Other Financial information	The Lessee needs to furnish other financial information in the format prescribed by TCFSL on quarterly basis within 45 days of closer of quarter.						
Data required for renewal of credit limits	On or before the expiry of Review date						
Audited/Unaudited financial statements	Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above						
General Covenants	a) All legal and incidental expense including valuation /legal search /ROC search /Stamp Duty and Other Pocket expenses in connection with proposed credit facility will have to be borne by the Lessee. The Lessee shall deliver up front cheque/s towards the same. b) Disbursement of Facility shall be subject to the execution of necessary documents completion of all requirements/formalities which forms part of the overall sanction communication from Tata Capital.						

The aforesaid facility/sanction are subject to the main terms and condition set out in Facility agreement to be executed by yourself and shall be governed by the terms and conditions as contained in the Facility agreement as well this sanction letter.

"This Letter of sanction does not create any binding obligations on us to disburse funds till the execution of appropriate lease & security documents and till such time same may be cancelled without any prior notice."

This sanction shall stand revoked and cancelled without any notice, if there are material changes in the Lessee's financial performance. Any material facts concerning the Lessee's profits or its ability to make payments under this Facility agreement or any relevant aspects of its request for facility are withheld, suppressed, concealed, or are found to be incorrect or untrue.

For DIFI HEALTHCARE PRIVATE LIMITED

For Chhaitanya Diagnostics Pvt. Ltd.

TATA CAPITAL FINANCIAL SERVICES LIMITED

Corporate Identification Number U67100MH2010PLC210201

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For DIFI HEALTHCARE PRIVATE LIMITED

Malini Bhattacharya
Registrar
 Swami Rama Himalayan University

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Chhaitanya
Director



We look forward to a mutually beneficial and long-term relationship. For any clarification or more information, you may like to contact us by e-mail at leasing@tatacapital.com.

This Letter of sanction hereby supersedes All Sanction letter & terms if any, issued / agreed for this facility.

Yours faithfully
Tata Capital Financial Services Limited

531113
Authorized Signatory
(Praveen Babu DM)

I/we accept all the terms and conditions which have been read and understood by me/us.

Accepted

Diffi Healthcare Pvt Ltd

For DIFFI HEALTHCARE PRIVATE LIMITED

Lessee

Accepted

CHAITANYA DIAGNOSTICS PVT LTD

For Chaitanya Diagnostics Pvt. Ltd. DHARAM PAL SANAN

Director

Guarantor

Accepted

Director

Guarantor

Accepted

Mr. RAHUL SANAN

Guarantor

Naresh Mathur
Registrar
Swami Rama Himalayan University

Attested True Copy

(VINIT KUMAR)
Advocate & NOTARY, Dehradun.

TATA CAPITAL FINANCIAL SERVICES LIMITED

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For DIFFI HEALTHCARE PRIVATE LIMITED

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Director

[ANNEXURES AND SIGNATURE PAGE FOLLOWS]

ANNEXURE --- 2

DETAILS OF PET CT SCAN CENTER PREMISES

Swami Rama Himalayan University shall provide a covered space measuring approximately __Sq. ft at Cancer Research Institute premises.

The parties herein have entered into and executed this agreement on the day and date first mentioned above.

1. First Party
2. Second Party


Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED


Director

Attested True Copy
(VINIT KUMAR)
Advocate & NOTARY, Dehradun

ANNEXURE --- 3

LIST OF CLEARANCES AND EMPANELMENT

The First Party & Second Party are required to obtain the following licenses/clearances that are essential to operate the PET CT Scan Center.

1. *Registration Certificate (Both Parties)*
2. *Fire – No Objection Certificate (First party)*
3. *Pollution board clearance certificate along with Bio-Medical Certificate (First Party)*
4. *AERB clearances. (Second Party)*

Neelam Mohan
Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

[Signature]
Director

Attested True Copy
(VINAY KUMAR)
Advocate & NOTARY, Dehradun.

ANNEXURE --- 4

RESPONSIBILITIES OF THE PARTIES

Parties have agreed to perform duties and responsibilities, which are mentioned as under:

a. **First Party Responsibility:** *The First Party shall*

1. *Provide Rent Free Space.*
2. *Provide water on regular basis to the PET CT Scan unit*
3. *Provide Power and Backup*
4. *Provide one full time Nuclear Medicine Consultant and Medical Physicist (RSO cum Technologist) coverage with support of Radiology Department*
5. *Handle all billing process.*
6. *Provide free parking facilities to Second Party staffs and one Ambulance*
7. *Provide free hospitality at First party's Guest house for the Directors of the Second Party.*

b. **Second Party Responsibility:** *The Second Party shall*

1. *Install & Maintain of PET CT Scan and any other Medical equipment needed in the PET CT Scan Center.*
2. *Setup, maintain Operate and Manage the PET CT Scan center in the projects to offer uninterrupted services*
3. *Provide Staff (Nurses, Technicians and Assistants) Recruitment, Training and ensure the compliance of PF, ESI or any other laws as applicable.*
4. *That the Second Party shall submit copy of all the documents in compliance of above point no.3 , to the accounts dept. of First Party every month. (i.e copy of PF & ESI Challan with the complete details of employees salary)*
5. *Install Crash Cart, Refrigerator, Weighing Machine, CCTV.*
6. *Pay for Water, Electricity, Power Backup used as per actual. At present, Rs. 13 per unit including the backup is charged for electricity which could be revised based on Electricity & diesel fluctuations. The Services provided by First party to second party will have the applicable GST as per GST rules.*
7. *Pay for House Keeping, Consumables, Laundry and Bio Waste. DIFI will comply with local laws and statutory regulations.*
8. *All the facilities provided by the First Party including but not limited to the services defined in clause 7 above shall be subject to GST as applicable time to time.*
9. *Conduct customer and doctor engagement activities such as organizing free camps, CMEs, patient engagement activities.*
10. *Hire a Center Manager / Lead Tech responsible for the overall supervision of the PET CT Scan*

Neha Bhatnagar
Registrar
Swami Rama Himalayan University

Ashwini
Director

Center.

11. Will support the PET online reporting with the expertise panel of Nuclear medicine Specialists.
12. End to End PET CT Scan Inventory Management
13. Perform periodic inspections of the PET CT Scan Center
14. Provide all linen/cloth materials/ uniform as required by the PET CT Scan Center

Neelini Mathur
Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

[Signature]
Director

Attested True Copy
(VINIT KUMAR)
Advocate & NOTARY, Dehradun.

ANNEXURE --- 5 REVENUE SHARING

NUCLEAR MEDICINE/ RADIOLOGIST RESPONSIBILITY/MEDICAL PHYSICIST:

Parties shall share the revenue as agreed by and among them, which are mentioned in this Annexure 5

1) Parties agree and define the following Benchmark Prices:

The below definitions are various benchmarks for PET CT Scan prices and revenue share will be based on actual charged price against these benchmarks:

Note: "Charged Price" is as per PET CT Scan Price inclusive of all consumables like radioisotopes, films, drugs, etc and reporting.

A) Minimum PET CT Scan Price (MPP): Rupees Sixteen Thousand Only (Rs. 16,000).

At this minimum price the Second Party shall be providing the PET CT Scan service. Below MPP there shall be no revenue share to First Party.

b) Good Market Price (GMP): Any amount above Rs. 16000/-

Good Market Price is the price that the customer (patient) is willing to pay for quality PET CT Scan over and above the Minimum PET CT Scan Price charged by competition in the area of the First Party.

The costing provided down by the second party will be guide for any revision of rates including the MPP.

			# OF CASES / PM				
			250	300	350	400	450
Film Cost	₹ 200		₹ 200	₹ 200	₹ 200	₹ 200	₹ 200
Consumables FDG	₹ 6,000		₹ 6,000	₹ 6,000	₹ 6,000	₹ 6,000	₹ 6,000
Machine Interest cost	₹ 4,200		₹ 4,200	₹ 4,200	₹ 4,200	₹ 4,200	₹ 4,200
Machine cmc for 7 years	₹ 1,875		₹ 1,875	₹ 1,875	₹ 1,875	₹ 1,875	₹ 1,875
Doctors (per case)	₹ 1,000		₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000
Salary-Technician 3	₹ 75,000		₹ 300	₹ 250	₹ 214	₹ 188	₹ 167
Salary-Marketing / Others / Managers	₹ 250,000		₹ 1,000	₹ 833	₹ 714	₹ 625	₹ 556
Electricity & water	₹ 100,000		₹ 400	₹ 333	₹ 286	₹ 250	₹ 222

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Registrar
Swami Rama Himalayan University

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For DIFI HEALTHCARE PRIVATE LIMITED

Director
Director

Consumables	₹ 75,000	₹ 300	₹ 250	₹ 214	₹ 188	₹ 167
Stationary / Telephones	₹ 25,000	₹ 100	₹ 83	₹ 71	₹ 63	₹ 56
Misc	₹ 50,000	₹	₹	₹	₹	₹
		200	167	143	125	111
TOTAL		₹ 15,575	₹ 15,192	₹ 14,918	₹ 14,713	₹ 14,553

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OP and IP PET CT Scan: Second Party shall do revenue share as follows with the First Party.

Advocate & NOTARY, Dehradun.

Charged Price (PET CT Scan Price inclusive of all consumables and reporting)	Revenue Share with First Party
Charged Price less than or equal to MPP	No Revenue Share
Charged Price > Minimum PET CT Price (FOR SRHU REFERRED CASES ONLY)	100% of (Charged Price-Minus-MPP) Amount above MPP. (FOR SRHU REFERRED CASES ONLY)
PET CT Scan usage for other indications such as Radiotherapy Treatment planning, routine body CT Scan & CT guided interventions	50% on the schedule of charges fixed by the first party. (PRICE LIST OF RT PLANNING REQUIRED)

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Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

Director

Note:

- b. *Schedule of charges under this agreement may be amended as per mutual discussion on yearly basis.*
- c. *This is revenue sharing agreement and all payments are subject to 10% TDS under 194J of income tax act.*

There shall be no other payment by the First Party to the Second Party other than the items explicitly mentioned in the above clauses in this Annexure 5.

Neelam Shrivastava
Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

[Signature]
Director

Attested True Copy
[Signature]
(VINIT KUMAR)
Advocate & NOTARY, Dehradun

ANNEXURE --- 6 EQUIPMENT
[LIST OF EQUIPMENT WITH SERIAL NUMBERS & DETAILED SPECIFICATION]

1. Minimum PET CT Scan specification decided by NCG (TMH) Team.
2. DIQ 3 Ring GEN-2 PET CT (32 Slice) supplied by WIPRO GE HEALTH CARE PRIVATE LIMITED equipment's with latest version and configuration.
3. Add on facilities for Radiotherapy planning including laser.

neelam Bhatnagar
Registrar
Swami Rama Himalayan University

For DIFI HEALTHCARE PRIVATE LIMITED

[Signature]
Director

Attested True Copy
[Signature]
(VINT KUMAR)
Advocate & NOTARY, Dehradun.