

Sign .....  
Name-Sanjay Dutt Tiwari  
ACC No. 14232404  
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INDIA NON JUDICIAL

Government of Uttar Pradesh

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Certificate No. : IN-UP45142991227055T  
Certificate Issued Date : 25-Nov-2021 02:36 PM  
Account Reference : NEWIMPACC (SV)/ up14232404/ LUCKNOW SADAR/ UP-LKN  
Unique Doc. Reference : SUBIN-UPUP1423240480283965964054T  
Purchased by : TRUEDOC HEALTHCARE PVT LTD  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : INDIAN MEDICAL ASSOCIATION  
Second Party : TRUEDOC HEALTHCARE PVT LTD  
Stamp Duty Paid By : TRUEDOC HEALTHCARE PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line.....

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Advocate & Notary Public  
417/175-KA/14, Near Mejar Devi Das Marg  
Niwas Ganj, Chowk, Lucknow  
Reg. No. 31/89/09

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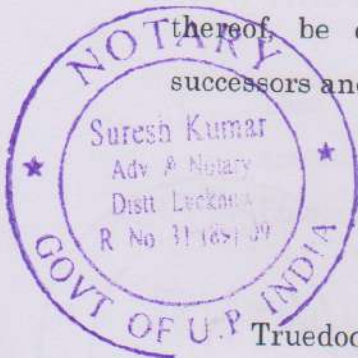


AGREEMENT

THIS AGREEMENT IS BEING ENTERED INTO AT LUCKNOW ON  
25.11.2021

**BETWEEN**

Indian Medical Association, a voluntary organisation and a body incorporated under Society Registration Act, having its registered office at IMA Bhawan, 1, River Bank Colony, Lucknow through its authorised signatory Shri Prof Gyan Prakash Singh, Director Blood bank/ centre committee IMA Lucknow hereinafter referred to as 'IMA' or First Party (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors and permitted assignees etc.) of the **First Part**.



AND

Truedoc Healthcare Pvt Ltd a company incorporated under the provisions of Companies Act 2013 through its Director Shri Manish Singh hereinafter referred to as 'Centre' or Second Party (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, legal representatives, successors and permitted assignees etc.) of the **Second Part**.

**WHEREAS**, the First Party is a voluntary organisation of doctors of modern scientific system of medicine, which looks after the interest of doctors as well as the well being of the community at large, in the city of Lucknow; In order to fulfil their objectives, the IMA has decided to establish Blood bank/ centres across the city of Lucknow under the Public Private Partnership Model (PPP)

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AND WHEREAS the Second Party or the Centre is a company incorporated under the provisions of Companies Act 2013 involved in and its Director Dr Manish Singh has experience of 9 years in running the Blood bank/ centre.


AND WHEREAS the Second Party or the Centre has approached the IMA to establish a Blood bank/ Centre of IMA Lucknow on the PPP Model on the basis of terms and conditions agreed hereinafter.

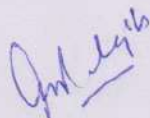
**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That the IMA Lucknow shall establish the Blood bank/ centres across the city of Lucknow along with the Centre on the basis of Public Private Partnership Model.

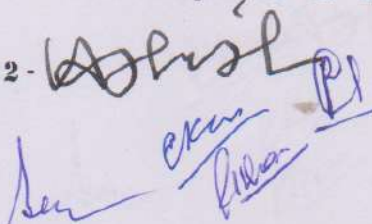
2. That the IMA Lucknow shall only provide space required for establishment of Blood bank/ centre to the Centre in the premises of IMA Lucknow for establishment of Blood bank/ centre. The branding, promotion, etc. of the Blood bank/ centre shall be carried out solely in the name and style of 'IMA Lucknow Blood bank/ centre'. The IMA Lucknow shall give the permission to use and occupy their premises only for the purposes of establishment and running of the Blood bank/ centre, the Centre shall occupy and use the premises so allotted to them merely in the permissive capacity.

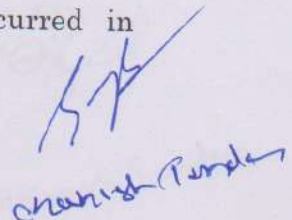
3. That the licence for the Blood bank/ centre will be in the name of IMA Lucknow and it shall be the sole property of the First Party. Fees, liasioning and all other allied expenses so incurred in

  
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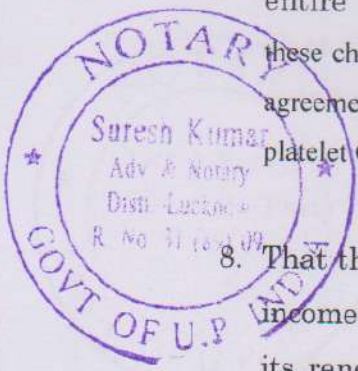
procurement of licence, branding, promotion etc. shall be borne exclusively by the Second Party. The licence, branding, promotion etc. shall only be in the name of First Party i.e. IMA Lucknow.

4. That the Second Party shall be liable and responsible for establishment and development of the premises so allotted to them for running the Blood bank/ centre, all the expenses towards fixtures, furniture, machineries, equipment (including the equipment required for collection, segregation, donation storage etc. of the Blood and Blood components), electricity etc. shall be solely borne by the Second Party. It shall be the Second Party only who shall be solely responsible for the AMC/CMC of the equipment installed in the premises including the equipment required for collection, segregation, donation storage etc. of the Blood and Blood components.

5. That the DG set with AMF panel, air-conditioners etc. shall be purchased and installed by the Second Party and it shall be the Second Party who shall be responsible for the installation, usage, maintenance, upkeep etc. of the equipments and DG set with AMF panel, air-conditioners etc. installed in the said premises for effective running of the Blood bank/ centre.

6. That it has mutually been agreed by and between the parties that only the Second Party shall be responsible for collection, segregation, donation storage etc. of the Blood and Blood components and the Second Party shall be bound by all the Laws, Rules, Regulations etc. issued by the Government from time to time and by other statutory authorities including NACO.

7. That the Second Party has agreed to provide and pay 30 % of the share of the total amount collected to the First Party whereby the daily turnover is less than or equal to 40 Units of blood, in case the daily turn over is between 41 to 60 units, the Second Party shall pay total amount of 35% of the share of the total amount so collected. Further in case the daily turn over is between 61 units to 70 units, the Second Party has agreed to provide and pay 40% of the share of the total amount collected. For daily turnover between 71 to 100 units, it will be 45 % and for daily turnover of more than 100 units, second party has agreed to provide and pay 50% of the share of the total amount collected. Profit sharing will done on monthly basis between 1<sup>st</sup> to 5<sup>th</sup> day of each month. It is made clear that the money generated from selling Plasma to the Pharmaceutical Companies / patients shall be included in the total amount so collected in the entire day. As per Govt norms, charges will be Rs 1450 per unit blood and these charges may be modified time to time as per Govt norms and with mutual agreement of both parties. Following services will be started-whole blood, PRBC, platelet Concentrate (RDP), FFP, Cryoprecipitate.



8. That the Second Party shall be bound to provide the computation of income, balance sheets, ITRs and its incorporation certificates and its renewals and any other documents as and when demanded by the First Party in writing. The Second Party shall be bound to provide the details within seven working days from the date of demands so made.

9. That the Second Party shall keep and maintain the said premises so allotted to them in the good and proper state to the entire

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satisfaction of the First Party and shall be liable to undertake all the day to day repairs of electricity, sanitary and water supply etc. the Second Party shall not keep any prohibited, contraband, hazardous, inflammable substance or any other substance prohibited by any law for the time being enforced in the premises so allotted to them.

10. All collected money should be deposited in bank account of IMA Charitable blood Centre

11. That the Second Party shall be bound to permit the First Party to enter, inspect the premises and/or to check the quality of the equipment, material and goods kept and being used by the Second Party for the purposes of running the Blood bank/ centre.

12. That the Second Prty is neither permitted to alter or modify the structure of the premises so allotted to them for the purposes of running the Blood bank/ centre without written consent of the First Party nor the Second Party shall have any right to lease out or alienate or create any third party rights with respect to the premises so allotted to them for the purposes of running the Blood bank/ centre without the written consent of the First Party.

13. That the Second Party shall be liable for and shall pay all the taxes & municipal dues so raised by the Government authorities with respect to the demised premises including water tax and sewer tax & house tax etc. and the Second Party shall take appropriate steps in order to obtain commercial electricity connection in the name of

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Distt Lucknow  
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Suresh Kumar  
Charitable Blood Centre  
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First Party and the Second Party shall be bound to pay the electricity bill and charges as and when the same falls due.

14. That the terms of the present contract / agreement entered into by & between the parties for a period of five years commencing on the day of inauguration of Blood bank/ centre and will be effective for five years from the date of inauguration of Blood bank/ centre. The parties may mutually agree to extend the contract for further period on the terms & conditions so agreed.

15. That neither party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits/conditions laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure, provided the party affected immediately gives notice in writing to the other party. Force majeure shall include contingencies caused by neither of the parties and unforeseen occurrences such as acts of God, acts of nature, acts of war, fire, civil unrest, acts of the Government.

16. That either party may terminate the agreement by giving a 3 months prior notice to the other party on the address of communication mentioned hereinafter. The notice may be sent either through speed post/registered post / email.

17. That after termination of the agreement, the Second Party shall be bound to remove itself and all its effects and its equipment from the

  
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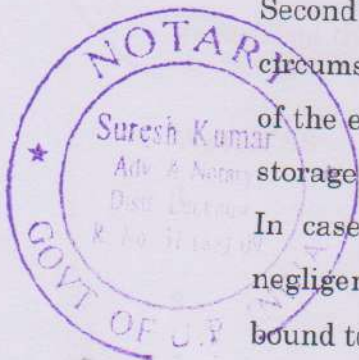
premises so allotted to them and shall return the premises in bear shall condition.

18. Quarterly assessment/ progress meeting between both parties will be held at mutual convenient date and time, at IMA Bhawan.

19. That the address of communication shall be, for the First Party IMA Bhawan, 1, River Bank Colony, Lucknow and for the Second Party Truedoc Healthcare Pvt Ltd, C8/189, Jankipuram Extension, Lucknow-226021.

20. That all the responsibilities with respect to the running of the Blood bank/ centre and its employees shall solely be that of the Second Party in case on account of any litigation so initiated by any person with respect to the functioning, sale, usage, purchase, quality, quantity etc. of the Blood, the First Party suffers any loss, the Second Party shall be bound to indemnify the First Party. Under no circumstances, the First Party shall be responsible for the conduct of the employees or sale, purchase, collection, segregation, donation storage etc. of the Blood and Blood components of the Second Party. In case any loss is suffered by First Party on account of any negligence on the part of Second Party, the Second Party shall be bound to indemnify the First Party.

21. That if any dispute difference, claim or question shall arise between the parties hereto touching this agreement, or any claim or thing contained in this agreement, or the construction of any part of this



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