

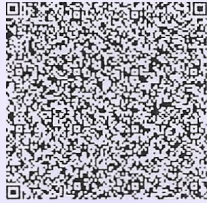


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Puducherry

e-Stamp

Certificate No. : IN-PY36919216939221S
Certificate Issued Date : 06-Jan-2020 02:55 PM
Account Reference : IMPACC (SH)/ pyshimp17/ OULGARET/ PY-PU
Unique Doc. Reference : SUBIN-PYPYSHIMP1761012458881905S
Purchased by : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Description of Document : Article 35 Lease-more than one year
Property Description : LEASE DEED
Consideration Price (Rs.) : 0
(Zero)
First Party : SRI VENKATESHWARAA MEDICAL COLLEGE AND HOSPITAL
Second Party : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Stamp Duty Paid By : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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BETWEEN

SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
represented by its General Manager, Mr.A.Soundararajan, having its office at 13-A,
Pondy-Villupuram Main Road, Ariyur, Pondicherry, PIN- 605 102 hereinafter referred to
as the **FIRST PARTY**, which expression shall mean and include, unless excluded by or

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE

A. Soundararajan
Authorised Signatory

ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED

Lakshmanan Saravanan
Managing Director

0011291441

Statutory Alert

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2. The user is advised to verify the signature of the signatory of the certificate.
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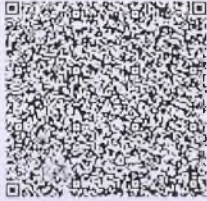


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Certificate No. : IN-PY36919320842056S
Certificate Issued Date : 06-Jan-2020 02:56 PM
Account Reference : IMPACC (SH)/ pyshimp17/ OULGARET/ PY-PU
Unique Doc. Reference : SUBIN-PYPYSHIMP1761012271447210S
Purchased by : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Description of Document : Article 35 Lease-more than one year
Property Description : LEASE DEED
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First Party : SRI VENKATESHWARAA MEDICAL COLLEGE AND HOSPITAL
Second Party : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Stamp Duty Paid By : ARC INTERNATIONAL FERTILITY AND RESEARCH CENTER
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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AGREEMENT FOR HOSPITAL SERVICES

THIS AGREEMENT OF HOSPITAL SERVICES is entered and executed at Chennai on 2nd day of January 2020.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTER

A. S. Srinivasan
Authorized Signatory

For ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED

K. Saravanan
LAKSHMANAN SARAVANAN
Managing Director

0011291440

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repugnant to the subject or context, all his heirs, legal representatives, executors, administrators, successors-in-interest and assigns etc., of the ONE PART - FIRST PARTY.

AND

ARC International Fertility and Research Centre PVT. LTD., a Company registered under the Indian Companies Act, having its office at No.22/2, ESI Hospital Road, Peravallur, Perambur, Chennai 600 011, represented by its Authorised Signatory Dr.Lakshmanan Saravanan (appointed vide resolution of Board of Directors of the company dated 14.08.2019) hereinafter referred to as the SECOND PARTY, which expression shall mean and include, unless excluded by or repugnant to the subject or context, all its successors-in-interest and assigns etc., of the OTHER PART - SECOND PARTY.

WHEREAS:

1. The FIRST PARTY "SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE " is maintaining multi-specialty hospital, which is involved in research activities and providing health care services at No.13A, Pondy-Villupuram Main Road, Ariyur, Pondicherry -605 102.
2. The SECOND PARTY is a company registered under the Indian Companies Act, engaged in the field of Health Care services and ARC INTERNATIONAL FERTILITY & RESEARCH CENTRE is a unit of the SECOND PARTY which provides services in Cervical Cerclage, In-Vitro Fertilization (IVF), Intra-Uterine Insemination (IUI), Artificial Insemination, Caesarean Section (C Section), Hysterectomy/Tubal Ligation, Laparoscopic Surgery, Intracytoplasmic Sperm Injection (ICSI), Embryo Donor Program. ARC INTERNATIONAL FERTILITY & RESEARCH CENTRE also unique in providing in house surrogacy. It has clients from more than twenty seven countries.
3. In pursuance thereof, the SECOND PARTY is desirous of utilizing the general and specialty hospital services and expertise of the party of the FIRST PARTY for the purpose of furthering the objects of the SECOND PARTY.
4. The FIRST PARTY agrees to offer the SECOND PARTY, Hospital services in **the SVMCH & RC FERTILITY BLOCK** in the campus of the FIRST PARTY.

Place of Service of the hospital services to the patients of the SECOND PARTY,

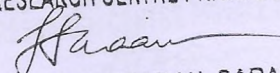
Description of the place: SVMCH & RC FERTILITY BLOCK

Location: In between Dental College and Hospital Building

Area for providing Hospital services: Ground plus 3 Floors 7640 sft. (Approx)

Address of the Building: No.13A,Multiutility block, Pondy-Villupuram Main Road, Ariyur, Puducherry -605 102

For ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED



LAKSHMANAN SARAVANAN
Managing Director

5. The FIRST PARTY has represented to and assured the SECOND PARTY that:
- The FIRST PARTY is the absolute and lawful owner of the land and buildings therein and is in exclusive and absolute possession of the Schedule Premises.
 - The FIRST PARTY has a clear and marketable title to the said building including the Scheduled Premises, and free from all Litigation.
 - No suit, litigation, claim or dispute of any nature whatsoever, relating to or concerning the building/property, or any part thereof is pending or raised at any time by any person or company or firm or authority;
 - The SECOND PARTY shall peacefully use the property without causing nuisance to the FIRST PARTY.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

(1) USE OF PREMISES AND HOSPITAL SERVICES

- For the consideration set out herein below, the FIRST PARTY hereby grants and demise unto the SECOND PARTY, the Schedule Premises together with amenities for establishing and running a Fertility Clinic and usage of the hospital services provided by the FIRST PARTY.
- The Agreement shall be for a period of **9 years** i.e. **108 months**.
- The FIRST PARTY shall provide water and Electric power supply to the Schedule Premises and the SECOND PARTY shall pay the proportionate electricity charges including demand charges, consumption charges, GST on electricity charges and other charges applicable as per actual meter reading.
- The SECOND PARTY shall not cause any nuisance, and shall refrain from doing any act which is objectionable to the FIRST PARTY, neighbors, or the building. The FIRST PARTY retains the right to enter and inspect the Said Premises, with prior reasonable notification to the SECOND PARTY, at any time convenient to him during the period of agreement.
- The SECOND PARTY to abide by the acts and rules framed by the union territory and central government and it is the responsibility of the SECOND PARTY that all the rules and regulations are complied with.

(2) CONSIDERATION

- The second party shall pay consideration for the hospital services rendered by the first party is as follows:

DESCRIPTION	Total Amount in Rs.
HOSPITAL SERVICES	Rs.1,00,000/- Per Month plus applicable taxes if any.

[Signature]

b. The Agreement period shall be for 9 years from 1st September 2019 to 30th August 2028. The first six months from the date of commencement of this lease would be for setting up the Hospital Building interiors construction, licenses, etc. Thereafter, the monthly charges for hospital services payable for the Schedule Premises shall be Rs.1,00,000 per month plus applicable taxes if any subject to the following:

i) That there will be an enhancement of 15% of the monthly charges for Hospital services for every three years, the details of which are as hereunder. The SECOND PARTY shall during the said term pay a monthly charges plus applicable taxes including GST to the FIRST PARTY as follows:-

PERIOD/SLAB	CHARGES	ESCALATION -15%	TOTAL CHARGES
Sep 2019 to Mar 2020	Nil	Nil	Nil
Apr 2020 to Sep 2022	Rs.1,00,000**	Nil	Rs.30,00,000**
Oct 2022 to Sep 2025	Rs.1,15,000**	Rs.15,000**	Rs.41,40,000**
Oct 2025- to Sep 2028	Rs.1,32,250**	Rs.17,250**	Rs.Rs.47,61,000**

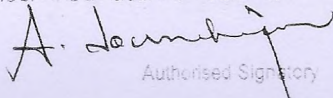
** Excluding Applicable taxes, Taxes if any will be added to this charge.

ii) The FIRST PARTY shall alone be responsible for the payment of property taxes in relation to the premises. All other applicable taxes and levies, present and future, payable in respect of the business of the second party shall be borne by the second party.

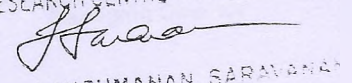
c) In addition to the monthly charges payable to the FIRST PARTY, the SECOND PARTY has to pay the FIRST PARTY an interest free security deposit amounting to six months' Charges of Rs.6,00,000 /- (Six Lakh Only) which will be retained by the FIRST PARTY during the tenure of the agreement or any renewed or extended period with mutual consent. At the time of the SECOND PARTY vacating the premises either at the end of the tenure mentioned in the agreement, renewed or extended tenure or earlier termination of the agreement the FIRST PARTY shall return the above mentioned amount after deducting dues if any payable by the SECOND PARTY to the FIRST PARTY the aforesaid Charge and other payments shall be made by the SECOND PARTY by way of an account payee cheque / online transfer RTGS/NEFT in the name of the FIRST PARTY.

d) As the second party using the premises of the first party, repairs and maintenance expenses , AMC/CMC in relation to the infrastructure provided shall be borne by the Second party. Any additions and modification required by the second party can be carried out at the cost of the second party with the permission of the FIRST PARTY.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


A. Jambhikar
Authorised Signatory

For ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED


LAKSHMANAN SARAVANAN
Managing Director

e) In the event of termination of this agreement in accordance with the provisions contained herein:

- i. The said security deposit shall become refundable by the FIRST PARTY to the SECOND PARTY and shall be so refunded without any necessity of the SECOND PARTY making any formal demand for refund, but it would arise only after termination of this agreement and completely vacate the schedule premises.
- ii. On termination of this deed the second party should handover the premises as it was handed over by the first party in good condition.
- iii. Such refund shall be effected at the 'Scheduled Premises' or such other place as may be intimated to the FIRST PARTY.
- iv. SECOND PARTY shall be obligated to handover the peaceful possession of the Schedule Premises in the event of expiry of the agreement or termination of the same.
- iv. It is agreed that the aforesaid two obligations of the SECOND PARTY and FIRST PARTY shall be discharged simultaneously, i.e., SECOND PARTY will hand over peaceful possession of the Schedule Premises against the FIRST PARTY refunding the said security deposit amount after appropriate deductions, if any for pending charges for hospital service payable, penalty and damages to the premises if any, subject to concurrence by both parties concerned, by means of a Demand Draft or Pay Order.
- f. The aforesaid monthly charges shall be payable by SECOND PARTY to the FIRST PARTY on or before the 5th day English calendar month, by online transfer RTGS/NEFT in favour of the FIRST PARTY.

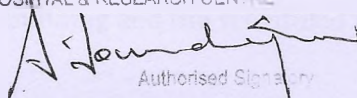
(3) SCOPE OF INFRASTRUCTURE

SVMC &RC	ARCIF&RC
Finishing Walls	Interior Decorations
Painting	Air Conditioner
Fixing Windows	Partition works
Flooring	Fixing Cameras
Basic Electrical Works	Providing Furniture
Basic Plumbing with toilet fittings	Signage
Main Doors, windows	Man Power
Lifts, fire safety equipment, oxygen pipeline, RO Pipeline	Equipments

For ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED

LAKSHMANAN SARAVANAN
Managing Director

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorised Signatory

(4) SERVICES PROVIDED

SVMC&RC	ARCIF&RC
Labour Ward	Consultation
Speciality Services	Embryology with IVF OT
Canteen	IVF related Surgeries
Ambulance	Pharmacy
NICU	Lab
A/C Ward , Special ward	Marketing

- 1) Training for Post Graduates in IVF will be provided by ARC
- 2) All LSCS and delivery done will be accountable to SVMC only
- 3) One Gynaecologist from OG department, at the level of Senior Resident will be posted in ARC and salary borne by SVMCH
- 4) Any claims made by the patients of the second party should be settled by the second party only.

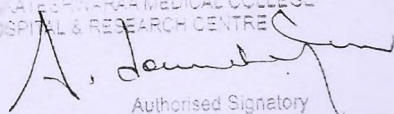
(5) DURATION AND TERMINATION

- a. The Agreement shall commence from 1st September 2019 and ends on 31st August 2028 and shall be in force for a period of 9 years ie. 108 months. Out of the said 9 years, 5 years shall be a "lock-in" period during which the parties hereto shall not be entitled to terminate this Agreement.
- b. In the event that the SECOND PARTY wishes to terminate the Agreement during the "lock-in" period or if the SECOND PARTY commits material default of the terms contained herein during the said agreement period, the SECOND PARTY shall forfeit the entire Security Deposit paid under this Deed, and the FIRST PARTY shall be entitled to appropriate the same for itself.
- c. If the second party violates any other terms of the agreement or the first party wants the premises for their use, the party of the First part shall terminate the agreement by giving 2 months' notice during "lock-in" period and one month notice after lock in period and the first party can occupy the premises after the notice period.

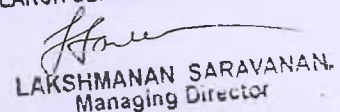
(6) INSTALLATION OF EQUIPMENTS AND UTILITIES

- a. The SECOND PARTY hereby agrees that they will not make any additions or alterations which result into structural changes to the premises or any part thereof without the written permission of the First party. However SECOND PARTY is at liberty to make partitions or other modifications which are temporary in nature such as installation of internal partitions and air conditioning units, electrical fittings etc., without affecting structure of the building and the scheduled premises at their cost.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


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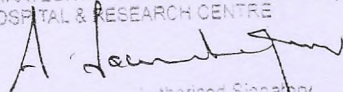

LAKSHMANAN SARAVANAN
Managing Director

- b. The SECOND PARTY shall be at liberty to install Air-conditioners units in the Scheduled Premises. Further shall be permitted to put up V-Sat Dish Antenna or such other communication facilities in the Demised Premises after getting the written consent of the FIRST PARTY.
- c. The SECOND PARTY shall pay the electricity bills as per the tariff fixed by Electricity Board to the FIRST PARTY for such electricity connection provided through separate meter with load as provided by the FIRST PARTY.
- d. The SECOND PARTY need not pay the charges for using raw water.
- e. The SECOND PARTY shall pay the charges fixed by the first party for using RO water by the second party as per the separate meter with load as provided by the FIRST PARTY.
- f. The SECOND PARTY shall pay the charges for using vacuum provided through separate meter with load as provided by the FIRST PARTY.
- g. The SECOND PARTY shall pay the charges for using oxygen provided through separate meter with load as provided by the FIRST PARTY.
- h. The FIRST PARTY shall cooperate with the SECOND PARTY and sign necessary NOC as may be required by the SECOND PARTY to obtain appropriate permissions / sanctions / approvals from the concerned authorities for the purpose of establishing and running a hospital in the Schedule Premises if required.

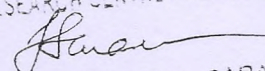
(7) MAINTENANCE & ADDITIONAL CONSTRUCTION

- a. It is agreed between the parties that the Scheduled Premises shall be maintained by the SECOND PARTY and carryout repairs and maintenance herein by appointing qualified staffs/technitians/experts. The remuneration to these staffs shall be paid by the SECOND PARTY as fixed by them. The premises allotted to the SECOND PARTY shall be the responsibility of the SECOND PARTY.
- b. The SECOND PARTY shall at all times ensure proper maintenance of the said scheduled premises.
- c. The SECOND PARTY shall be permitted by the FIRST PARTY to construct additional rooms and toilets for the use of patients, visitors, guests etc., at their own cost and the SECOND PARTY shall not claim the said cost from the FIRST PARTY at the time of vacating the scheduled property.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


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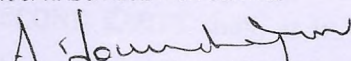
FOR ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED


LAKSHMANAN SARAVANAN
Managing Director

(8) TITLE TO THE SCHEDULE PREMISES

- a) The FIRST PARTY hereby confirms and reiterates the correctness of the recitals herein above and confirms that the same from the basis of this agreement without deduction and that the ownership of the Scheduled Premises absolutely and exclusively vests with it and no other person has any right, title or interest in the same and therefore no other person has any right, title or interest to object to the agreement herein granted and there is no claim made by any person in this respect and in case of claims by any third party or any third party objecting to this Deed, the FIRST PARTY agrees to, and shall be responsible to remove all such objections, claims and allow full enjoyment by the SECOND PARTY of the Schedule Premises.
- b. The SECOND PARTY shall be entitled to hold and enjoy the Schedule Premises during the term of the agreement or its renewals without any interruption by the FIRST PARTY or any other person(s) acting or claiming through him/her/it.
- c. The SECOND PARTY hereby agrees to indemnify and keep FIRST PARTY fully indemnified and harmless from any or all losses, expenses and costs (including the costs of any legal proceedings) incurred or suffered by FIRST PARTY as a result of any breach of terms and conditions on the part of SECOND PARTY. The SECOND PARTY further indemnifies the FIRST PARTY in respect of all Taxes, Rates, and other dues payable by the SECOND PARTY to the Government, Local Bodies or any authorities and also for all omissions or commissions which lead to litigation or legal proceedings both civil and criminal in nature.
- e. The FIRST PARTY has given the above warranty of title and peaceful possession in view of the investments that has been/would be made by SECOND PARTY while using the Schedule Premises.
- f. The SECOND PARTY shall not make any charge OR mortgage or lien or Sub-Contract or Sub-Let or any encumbrance of whatsoever nature over FIRST PARTY's 'Scheduled Premise'.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorised Signatory

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LAKSHMANAN SARAVANAN
Managing Director

9) OWNERSHIP OF EQUIPMENT

The partition, equipment, etc., for laboratory for the use of Fertility Centre that are installed / may be installed and all other assets located in the Schedule Premises and any alterations, improvements to the same during the period of agreement hereunder, shall always remain without exception SECOND PARTY's property and SECOND PARTY shall be entitled to deal with the same as it deems fit during the existence of the same in the Scheduled Premises without disturbances and remove the same upon expiration or upon early termination of the agreement. The FIRST PARTY shall not have any charge or lien or any encumbrance of whatsoever nature over SECOND PARTY's such installations of such Equipments within the 'Scheduled Premises'.

10) ACCESS

- a. The SECOND PARTY's' employees, officers, contractors or representatives shall have full and free access to the Schedule Premises, seven (7) days a week, twenty four (24) hours a day, three hundred and sixty five (365) days a year throughout the term of the agreement or the renewals thereof.
- b. The FIRST PARTY agrees and understands and accordingly shall ensure that the access to the Schedule Premises shall always be available to SECOND PARTY, as the nature of its business requires access all the time without any interruption.

(11) CONTACT PERSON

The FIRST PARTY agrees to identify/appoint/delegate the task of a coordinator to a responsible person to deal on its behalf, to enable SECOND PARTY to coordinate regarding day to day matters pertaining to this agreement.

(12) MEDICAL NEGLIGENCE

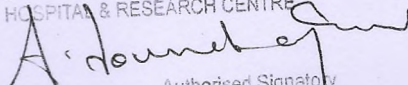
During the period of agreement if any criminal medical negligence or medical negligence done by the SECOND PARTY, the SECOND PARTY will be solely responsible and liable for that. The FIRST PARTY will not be responsible for that negligent act of SECOND PARTY. Any compensation can be claimed only against the SECOND PARTY.

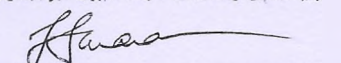
(13) INSURANCE

SECOND PARTY shall, at its cost, insure the installations, Equipments, etc., placed in the Schedule Premises against any risks, as it deems fit. However, the FIRST PARTY shall be responsible for insuring the entire building

For ARC INTERNATIONAL FERTILITY AND
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LAKSHMANAN SARAVANAN
Managing Director

wherein the Schedule Premises forms part, against damage and loss due to acts of god or state, natural calamities and terrorism, as they deems fit

(14) FORCE-MAJEURE

If by an act of god or an act of state and/or for any reasons beyond the level and capacity of the Parties herein, the Schedule Premises cannot be used as intended by SECOND PARTY or the SECOND PARTY being not in a position to functioning of the Hospital and / or its business, the SECOND PARTY may at its option terminate the agreement by issuing a written notice of three (3) month notwithstanding the lock-in period.

(15) SIGN BOARDS

The SECOND PARTY shall be entitled to put its name plate/board/sign board at any suitable locations as may be approved by the FIRST PARTY subject to any restrictions imposed by any applicable law, rule, regulation or order. However, the FIRST PARTY shall not put up any hoardings, advertisements in any part of the demised portion of the premises.

(16) SHARING / SUB-LETTING

The SECOND PARTY shall not keep, permit or allow anyone else to use the said Premises, or grant Lease to other party/parties to use and occupy, or sublet, nor shall transfer or assign the benefits of this agreement to any other person.

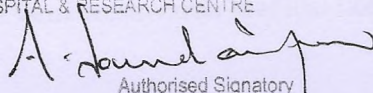
(17) SEVERABILITY OF PROVISIONS

In the event, any one or more of the provisions of this Deed is / are held to be unenforceable under the applicable law:

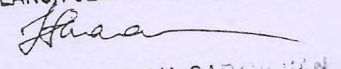
- a. Such unenforceability in so far as it is severable shall not affect any other provisions of this agreement.
- b. This Agreement shall be construed as if the said unenforceable provision(s) had not been contained therein; and
- c. The Parties shall negotiate in good faith to replace the unenforceable provision(s) by such that has the effect nearest to that of the provisions being replaced.

The above understanding in clauses (a) to (c) shall not affect / alter the financial terms agreed to herein by both the Parties.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorised Signatory

For ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED


LAKSHMANAN SARAVANAN
Managing Director

(18) TERMINATION

The agreement shall terminate upon the end of the period of agreement as contemplated herein. However both the parties are entitled to terminate the agreement prior to completion of the agreement period only after expiry of the "Lock-in" period of 5 years on mutual consent and agreement and giving a two months' notice to the other party.

(19) DETERMINATION OF LICENSE

- a) The SECOND PARTY may revoke/terminate this agreement by giving to the FIRST PARTY three (3) months' notice in writing at the address of the FIRST PARTY as stated in this agreement. The FIRST PARTY may, similarly revoke/terminate this agreement by giving to the SECOND PARTY three (3) months' notice in writing at the address of the SECOND PARTY as stated in the agreement. The agreement is terminable by mutual consent at a shorter notice by both the parties. The SECOND PARTY shall on the expiry of the said period of three (3) months or any other period mutually agreed shall vacate the demised premises on or before the expiry of such period and remove their goods/belongings from the premises and shall handover the vacant premises in good condition to the FIRST PARTY.
- b) In the event of default on the part of the SECOND PARTY to pay to the FIRST PARTY the charges for hospital services as stated in clause 2 (a) mentioned herein above for a period of three consecutive months, at the end of 3 (three) months, the FIRST PARTY shall have the right to revoke or terminate this agreement and the SECOND PARTY shall vacate the premises immediately and shall handover the vacant premises in good condition to the FIRST PARTY.

(20) NOTICES

All notices under this Deed shall be given by registered post acknowledgment due or by hand delivery after obtaining acknowledgement thereof. The notices shall be deemed to have been delivered within four (4) days of the date of posting if sent by registered post and if delivered by hand, on the date of delivery.

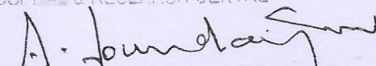
Notices to the FIRST PARTY shall be given at the following address:

Name : A.Soundararajan

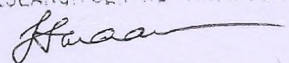
Designation : General manager

Sri Venkateshwaraa Medical College Hospital & Research Centre

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorized Signatory

ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED



LAKSHMANAN
Manager

No.13-A, Pondy - Villupuram Main road, Ariyur, Pondicherry - 605 102.

Notices to the SECOND PARTY shall be given at the following address:

DR. L.SARAVANAN,

Designation: Director,

ARC International Fertility and Research Centre Pvt. Ltd.,

No.22/2, ESI Hospital Road, Peravallur, Perambur, Chennai 600 011.

(20) JURISDICTIONS

Any dispute relating to this Deed shall be subject to jurisdiction of Courts in Chennai.

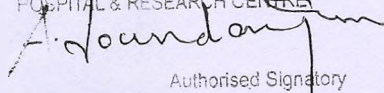
(21) DISPUTE RESOLUTION

In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by conciliation, failing which, by arbitration through three Arbitrators, one of them is appointed by the FIRST PARTY, the another arbitrator is appointed by the SECOND PARTY and those two arbitrators will appoint the third arbitrator subject to the provision of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Chennai, Tamil Nadu.


In witness whereof the FIRST PARTY and SECOND PARTY above named have set and subscribed their signature on the day, month and year first above written.

FIRST PARTY

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorized Signatory

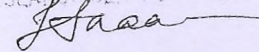
WITNESSES:-

1. 
Administrative Officer (H)
S. V. M. C. H
ARIYUR

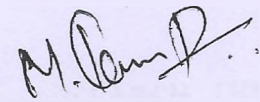
2.

SECOND PARTY

ARC INTERNATIONAL FERTILITY AND
RESEARCH CENTRE PRIVATE LIMITED



LOKESH KANTH
Manager

1) 
(M. RAMANA PRABHU)

2)