



Date: 08/07/2023

JITM SKILLS PVT. LTD.

ENROLMENT FORM

TYPE : CC/FRANCHISE		Location : CHANDWARA
1	Name of Person/Owner:	KULDEEP PANDIT
2	Status (Individual/Proprieter/Partnership/HUF/Company)	Individual.
3	Name of person representing Partnership/Proprietership/HUF/Company	KULDEEP PANDIT
4	S/O / D/O / W/O	UAYA PANDIT
5	E-mail (Mandatory)	dropati.kumari99@gmail.com
6	Mobile No. of owner:	7541915353
7	ID Proof (Adhar Card) Number : Attach Copy of Aadhar Card) (Pls self	9004, 9409, 9089
8	PAN No. - Mandatory (Pls attach self attested copy of Pan Card)	E0I PP 6338L
9	Residence Address with PIN Code (Pls. Attach self attested copy of AADHAR/Electricity Bill/Pass Port/Voter I.D.)	AT-THAM, THANA - CHANDWARA JHUMRI TELAIYA KODERMA JHARKHAND - 825409
10	Address of Premises with Pin Code (Pls. Attach self attested copy of Ownership Documents/Rent agreement)	AT- CHANDWARA, P.S.-CHANDWARA NEAR- PURANIA THANA - KODERMA - 825409.
11	Mobile No. for Collection Centre (To be used for location only)	7979981976
12	Name of the Phlebotomist (If recruited attach certificate)	AMIT KUMAR
13	Local Reference (Name, Address with contact Number)	Same.
14	Customer Bank Details (Bank Name, Bank A/C No, Branch name, IFSC Code) (Attach One Cancelled Cheque)	STATE BANK OF INDIA, DHAB cheque No-668129, 825002608 002035, 31.
15	Security Deposit/Advance Amount:	7000/-
16	NEFT/Online TID/Ref. ID/Cheque No. :	online - Paytm - 1 July 2023
17	NEFT/Online/Cheque Date:	354815461045
18	Name : TH/AM	Ravi Shankar Prasad.
19	Name : RA/Sr RH	Kimolan Kumar
Owner's Signature : Kuldeep Pandit		Date: 08/07/2023
Signature: SrTM/TM/ASM	Ravi.S. P. Blomy.	Location Visit/Parter Meeting: Pending via: video call
Signature (Approver/Corp. Office):		

Approved  
Kandanku,  
Adv. Credit - 7K  
08/07/2023



## COLLECTION CENTRE AGREEMENT

This Collection Centre Agreement ("Agreement") is executed on 8/7/2023.

BETWEEN

**JITM Skills Private Limited**, a company registered under the Companies Act, 1956, having their registered office at **216 B, DDA LIG Flats, Jhilmil Colony, Shahdara, Delhi-110032**, and corporate office at **3rd Floor, D- 87, Vyapar Marg, D Block, Sector-2, Noida, Uttar Pradesh-201301**, represented through its Authorized Signatory KUNDAN KUMAR hereinafter referred to as the "First Party".

AND

Mr/Mrs KULDEEP PANDIT s/o UJAYA PANDIT R/o AT- THAM  
THANA - CHANDWARA, JHUMART TILAIYA KODERMA 825409

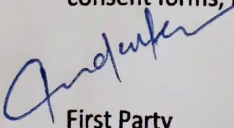
hereinafter referred to as the "Second Party".

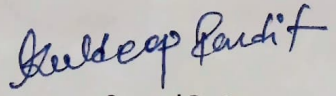
WHEREAS the First Party is a Clinical Establishment providing Medical Diagnostic services and conducting and providing varied diagnostic tests through its various facilities and the Second Party, as a Clinical Establishment is interested in opening a facility at AT- CHANDWARA, P.S- CHANDWARA, NEAR- PURANH  
THANA KODERMA JHARKHAND- PINCODE- 825409 on the terms and conditions outlined hereafter, and

### NOW THIS AGREEMENT WITNESSETH AS UNDER:

**1.0** The Second Party hereby agrees and undertakes to perform the following as a Clinical Establishment:

- (a) To obtain the registration and fulfil compliances as per all applicable laws as a clinical establishment including but not limited to healthy and sanitary regulatory and is obligated to maintain all required licenses, permits and certificates, such as under Shop and Establishment Act, BMW license, DPCC permission, PCPNDT license, AERB permissions and others as applicable, as may be required under Central, State or Local Laws
- (b) Establish a COLLECTION CENTRE ("Centre"), at their own cost, having a combined carpet area of minimum **150 sq. ft.** with a specification described under **EXHIBIT-I** and bear all costs and expenses in relation to the Centre.
- (c) Employ at their own cost a qualified, trained, and vaccinated phlebotomist/technician in accordance with the state guidelines and other paramedical, medical personnel or any other staff as may be needed for smooth functioning of the Centre. The Second Party shall ensure safe keeping of the sample with proper identification collected at the Centre and transfer of the same to the designated laboratory as informed by the First Party.
- (d) Arrange to pick-up samples, obtain the informed consent of the patient for the test and to send the samples and patients to the designated laboratory or centre after filling complete details in registration and consent forms, inter-alia, indicating his/her Name, S/o, W/o, D/o, Age, Sex, Test Code, Test Name, his/her

  
First Party

  
Second Party

complete Residential address, E-Mail Address and Telephone number, particulars of the referring Doctor/Hospital. The samples shall be collected by the representative of the First Party as per planned schedule.

The Second Party will be responsible for any failure, delays, leakage, breakages, loss in transit, deterioration due to temperature variation, e.g., vaporization of dry ice, thawing of refrigerated gel packs etc. of the samples, in which case no report shall be issued by the First Party.

(e) Review the report, facilitate patient and referring doctor's interaction with the reporting Doctor as and when needed.

**1.1.** It is clearly agreed and understood that the Second Party shall charge the patient/client strictly as per the prices shown in the First Party's latest running Pricelist or as conveyed/declared from time to time regarding the changes in the pricelist or charges for new test(s), services. The latest running price list would be duly displayed at a conspicuous place at the Centre.

**1.2** The Second Party shall be liable to pay all the taxes and charges applicable for running and maintenance of the Centre and shall keep the First Party indemnified from all and any claims, demands, attachments and the like pertaining to the said taxes.

**1.3** The Second Party shall permit First Party to audit at any time during normal business hours, without insisting on any prior notice to ensure that the business is being conducted in an ethical manner and by following all conditions of hygiene and cleanliness. Any deficiencies detected during any such inspection would be corrected immediately. Should Second Party, for any reason, fail to correct such deficiencies forthwith or within such time as determined by First Party, the First Party shall have the right but not the obligation, to correct any deficiencies and to charge Second Party a reasonable fee for the same, payable by Second Party upon demand (including termination of the Agreement).

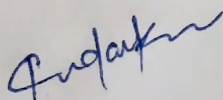
**1.4 Indemnity:** The Second Party shall indemnify and hold harmless the First Party and its shareholders, directors, officers, employees, agents, associates, and assignees from any claims arising out of the following:

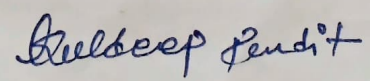
(a) Any consequences arising out of any failure to comply with any applicable laws including but not limited to violation of local health/sanitary regulations mentioned under the Bio Medical Waste (Management and Handling) Rules 1998.

(b) Any acts or omissions of its employees, agents etc.

(c) Any consequences arising out of any negligence of the Second Party in connection with patient handling/consent/sample collection and delivery by the Second Party to First Party or the resultant functions to be performed by the First Party including preparation of the reports based on the samples collected and provided by the Second Party in any manner whatsoever or any litigation/claim/disputes/demand arising there from.

**1.5** With the signing of this Agreement it is accepted and understood by the Second Party that it will not enter any Pathology Testing activity or enter similar agreement with any other party, in form or substance, for the duration of this Agreement. The Second Party fully understands that the samples collected at the Centre shall be handed over to the First Party for the tests to be conducted at the designated laboratory of the First Party only or such other laboratory as the First Party may decide and the Second Party shall not send or hand-over, under any circumstances whatsoever, any sample to any other Laboratory, to any person or competitor of the First Party etc. The Second Party fully understands that any action in contravention of this clause may entail immediate termination of the Agreement apart from a liability in the form of damages for loss of business and misuse of reputation of the First Party.

  
First Party

  
Second Party

1.6 The Second Party will not shift the COLLECTION CENTRE without prior written permission from the First Party. The shifting of the COLLECTION CENTRE, by the Second Party shall not be affected prior to three months from receipt of prior written consent form First Party.

1.7 The Second Party shall inform in writing the First Party, by a three months' notice of his intention to sell, transfer or alienate the Second Party's rights and title in the premises, or where the second party is company, partnership firm or a proprietorship or the like any change in the holding or ownership pattern of the said concern during the subsistence of this Agreement. Any such transfer of the above cited intent will only be done after obtaining a "No Objection" form the First Party in writing.

1.8 The Second Party shall make payment(s) by online transfer (**Annexure-I**) to the First Party in advance, and the net amount of requested tests will be adjusted from that advance. The Second Party shall be entitled its share as per **Annexure-II**, after deduction of applicable taxes, for the samples provided by the Second Party and the tests conducted by the First Party. The above arrangement of entitlement of any percentage of the List Price would not be applicable for any tests offered (to Corporate/PSU/CGHS/ECHS Beneficiaries/Other such clients or future tie ups of First Party) at special rates as notified by the First Party from time to time.

The payment in respect of these tests shall be made by the Second Party to the First Party at the rates notified. The Second Party shall not refuse to offer services to clients entitled for special rates, unless notified by the First Party.

1.9 At the end of each 12 months during the term of this Agreement, Second Party's average gross billings shall be not less than ₹6,00,000/- ("Minimum Performance Standards") for the period of last 12 months. If the average monthly billing is less than ₹50,000/- at the end of the financial year on 31st March after completion of one year of operations, the First Party will have a right to terminate this Agreement.

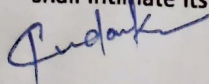
1.10 It is also agreed and understood between the parties that the execution this Agreement does not give any exclusive right to the Second Party to work in any area. No grievance in that respect can be raised by the Second Party or be the basis for non-compliance or non-fulfilment of the average monthly billing target ₹50,000/- as agreed hereinbefore.

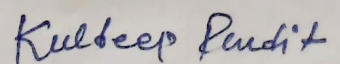
2.0 The First Party's decision on the working days and timing of the operation of the COLLECTION CENTRE will be final and binding on the Second Party.

3.0 It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them. The Second Party shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, partner, employee, or servant of the other for any purpose whatsoever.

5.0 Nothing in the Agreement authorizes Second Party to make any contract, agreement, warranty, or representation on First Party's behalf, or to incur any debt or other obligation in First Party's name; and First Party shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall First Party be liable by reason of any act or omission of Second Party in its operation of the business described herein or for any claim or judgment arising therefrom. The Second Party shall indemnify and hold First Party, its officers, directors, and employees harmless against all claims, losses, costs, expenses, liabilities, and damage arising directly or indirectly from, because of, or in connection with Second Party's operation of the COLLECTION CENTRE.

6.0 This Agreement will have a lock in period of Three (3) calendar years from the date of its signing. In case the Second Party wants to terminate the Agreement before the lock-in-period, then the "Second Party" shall deposit a sum of ₹25,000/- to the "First Party" as cost of branding and marketing inputs. Upon expiry, Agreement may be renewed for the additional period of 3 years with the mutual consent. The Second Party shall intimate its intention to renew at least six months prior to expiry of the term granted herein. Upon

  
First Party

  
Second Party

failure of the Second Party to exercise such option to renew, the First Party shall be entitled to enter into agreement(s) with any other party.

**7.0** It is also agreed between the parties that the Security Deposit (if any) shall be refunded upon expiry of this Agreement and/or termination thereof in accordance with the terms and condition laid down herein and subject however to deduction by the First Party of any amount(s) whatsoever found due and payable, including but not limited to, on account of:

(a) Any consequence arising out of the failure of the Second Party to perform its obligation under this Agreement or in exercise of reasonable care and diligence expected in discharge of its function(s) under this Agreement.

(b) Any obligation on the First Party arising out of failure on the part of the Second Party to comply with all rules, regulations, by laws, norms etc., statutory, or otherwise, as prevalent from time to time.

(c) Any other amount due under this Agreement or otherwise.

(d) It is hereby agreed between the parties that the decision of the First Party as to the amount(s) to be deducted from the Security Deposit shall be final and binding upon the Second Party.

**8.0** The First Party may terminate this Agreement by giving to Second Party one (1) month notice. Without prejudice to the foregoing, the First Party, at its discretion, shall also have the right to terminate this Agreement forthwith and with immediate effect in any of the following events:

**8.1** The Second Party fails to meet the minimum performance standards as stated in clause 1.15 supra.

**8.2** The Second Party indulges in any activity illegal activity, or which is prejudicial to the business, financial or economic interests, or goodwill, reputation of the First Party.

**8.3** The Second Party fails to meet the specification/instruction as specified by the First Party from time to time.

**8.4** The Second Party commits breach of its obligation to maintained and preserve confidentially and secrecy regarding business activity, operations, plans, collaborations, etc. of the First Party.

**8.5** The Second Party does not allow inspection of its premises to the First Party or its agent or fails to produce books, accounts and records upon demand.

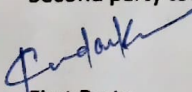
**8.6** The Second Party does not make full payment as per clause 1.13.

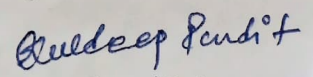
**8.7** The Second Party misuses and/or allows to be misused the stationery provided by the First Party in any manner.

**8.8** The Second Party is found to be referring patients coming to the Centre to any other Diagnostic Centre for a test(s) which are offered by the First Party or its associates.

**9.0** It is clearly agreed and understood between the parties, that in the event of early termination or expiry of this Agreement by efflux of time, the First Party shall be entitled to without prior notice, stop receiving samples for test and refuse to carry out tests in respect of sample sent and return them. No liability of any nature shall arise on the First Party on this account. Further, the Second Party shall forthwith return all the stationary, boards, sign board or any material having First Party name as also stop using First Party's name in any manner whatsoever, including to receive sample or represent to be Franchisee/Associate of the First Party. Any failure on the part of Second Party shall entitle the First Party to such legal action criminal and/or civil, as will be considered suitable by First Party.

**10.0** Any dispute, difference or question which may arise at any time hereafter between the First Party and Second party touching the construction or termination of this Agreement, of the rights and liabilities of the

  
First Party

  
Second Party

parties hereto, shall be referred to the decision of a sole arbitrator appointed by the First Party in mutual discussion with the Second Party. The venue of the Arbitration shall be at New Delhi. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the proceedings. The Award passed by the Arbitrator shall be final and binding to both the parties. The Arbitrator shall have the power to grant pendente lite and future interest. The Arbitrator shall also have the discretion whether to pass a reasoned order or not.

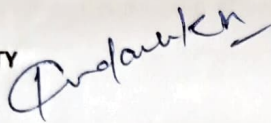
11.0 The jurisdiction of this Agreement will exclusively lie with the Courts at Delhi to the exclusion of all other Courts and the proceedings will be conducted at Delhi only.

12.0 This Agreement contains the entire understanding between the Parties hereto regarding the granting of the franchisee and obligations of the parties regarding the collection centres and their functioning and supersedes all and any previous understanding etc. No amendment or waiver of any provision of this agreement except when the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

#### AGREED AND ACCEPTED

FIRST PARTY

Signature :



FOR JITM Skills Private Limited

Name:

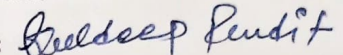
KUNDAN KUMAR

Designation:

SR. RSM

SECOND PARTY

Signature :



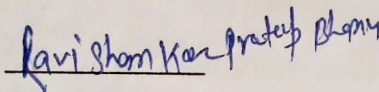
Name:

KULDEEP PANDIT

Designation: Owner

Witnesses:

Signature:



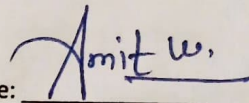
Name:

Ravi Shankar Prateep Bhatnagar

Address:

TH - Hazari Bagh

Signature:

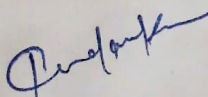


Name:

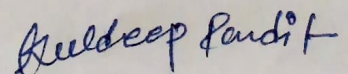
AMIT KUMAR

Address:

Chandernagore.



First Party



Second Party

## Annexure – I

### ADVANCE PAYMENT POLICY – SOP

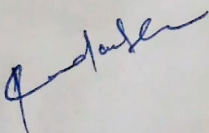
- The Second Party has to deposit/transfer in advance an amount of ₹10000/- in beginning as rolling advance to initiate the account and will deposit on utilising this amount well in advance before reaching zero balance.
- The Second Party will keep own payment gateways to collect payment from such patients who use other mode than cash and accept the same in his own account.
- The Second Party has to deposit/transfer online as top up his account as and when required and same will be credited to his account latest by next working day or with in 24hrs.
- If the Second Party fails to top-up before reaching zero advance then the code will be blocked, and samples will not be registered by the Collection Centre. In such case the "Second Party" solely responsible for delay in reports.
- In case the top-up is done after the code is blocked/locked, the code will be unlocked within 24 Hrs of the amount credited to JITM.
- The Second Party will book all the tests on net rates and same will be adjusted to his advance.

## Annexure -II

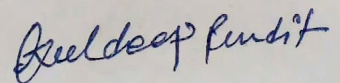
### (A) The Medical Service Charges depending upon the type of test/s are given below:

- Discount to FCC/Clients per applicable B2B Price List for Jharkhand.
- 10% on the Maximum Retail Price of the International Send Outs as mentioned in DOS/test price list.
- 10% on the Maximum Retail Price of the special category tests as mentioned in DOS/test price list.
- Medical Service Charges on test/s for which prices are capped by competent authorities is purely basis on Licensor's discretion.
- Apart from above mentioned, there shall be certain test/s or packages on which Licensor might share no Medical Service Charges or fixed Medical Service Charges or may provide any location specific pricing support to the Centre, at the Licensor's sole discretion.

(B) The First Party may also release certain projects/schemes/marketing campaigns like free health check-up camps etc. from time to time related to marketing support (for better education towards medical services and extending reach) for which the Second Party shall participate and any related expenses/incentive may be paid/reimbursed by the First Party to the Second Party on case to case basis. All such projects/schemes shall be communicated in advance to the Second Party and selection criteria/reimbursement/distribution of any such material is purely basis on the discretion of the Second Party.

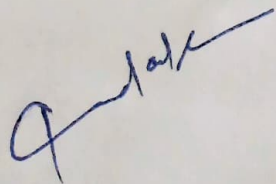


First Party

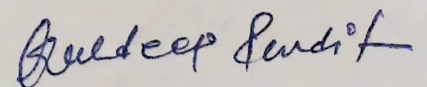


Second Party

	<b>Interiors</b>	
3	Flooring	Second Party
4	Walls	Second Party
5	Roof	Second Party
6	Lighting	Second Party
7	Entrance	Second Party
	<b>Exterior</b>	
8	Front Glow Sign Board	JITM
9	Branding on Front Glass Door (Not committed but subject to availability of Space)	JITM
10	Notice Board	Second Party
	<b>Furniture (All wooden furniture as specified by JITM)</b>	
11	Patient Seating	Second Party
12	Phlebotomy Chair	Second Party
13	Storage Almirah	Second Party
14	Reception Table / Counter	Second Party
15	Reception Chair	Second Party
	<b>Infrastructure</b>	
16	Computer, Printer (Printing, Copy and Scanner)	Second Party
17	Internet Broadband Connection	Second Party
18	Payment gateways (Paytm etc.)	Second Party
19	Air Conditioner/Cooler	Second Party
20	Refrigerator with temperature reader	Second Party
21	Drinking Water - Water Dispenser	Second Party
22	Telephone/Mobile	Second Party
23	Centrifuge Machine 6-8 head with calibration certificate	Second Party
24	Electricity	Second Party
25	Power Back-Up (Genset/Inverter/UPS)	Second Party
26	Suggestion Box, Hygrometer, Fire Extinguisher	Second Party
27	Properly labeled and color codes Dustbins as per Bio medical waste compliances with pedals (Numbers as required by BMW Management Laws), along with proper display of waste segregation and Record Maintenance.	Second Party
28	Calibrated Weighing Machine	Second Party
29	Lab Coat (Apron), Masks, Sanitizer	Second Party
30	Qualified Phlebotomist	Second Party
31	First Aid Box with Thrombophob, Betadine Lotion, Hand Sanitizer, Savlon & Cotton wool	Second Party
32	Biomedical Waste Management Agreement with Govt. Approved Agency	Second Party
33	Calibrated Digital Thermometer with probe	Second Party
34	Vacutainer Rack	Second Party
35	Provision of privacy during Sample Collections with curtain/Partition	Second Party
36	Reception and Waiting Area separate from collection area	Second Party



First Party



Second Party





**भारतीय स्टेट बैंक**  
**State Bank Of India**

(09608)-DHAB  
PO-DHAB THAM,PS-CHANDWARA  
DIST-KODERMA,JHARKHAND 825409  
Tel : 6234 8002528110 Fax : IFS Code : SBIN0009608 SWIFT :

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

D	D	M	M	Y	Y	Y	Y

या धारक को OR BEARER

रुपये RUPEES

*Cancelled*

अदा करें

₹

का. सं.  
A/c No

35850479573

VALID UP TO ₹ 10 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

SB ACCOUNT

37597405853

PREFIX :

1516200015

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

KULDEEP PANDIT

Please sign above

⑈668129⑈ 825002608⑈ 002035⑈ 31

2348 / 25 / B... SESHAS

भारत सरकार  
कुलदीप पंडित  
Kuldeep Pandit  
जन्म तिथि/DOB 21/02/1998  
पुरुष / MALE



9004 9409 9089

आधार - आम आदमी का अधिकार

राष्ट्रीय विशिष्ट पहचान प्राधिकरण  
पता:  
SO Kuldeep Pandit, बीई-  
09, गांव थाम, पोस्ट दाब थाम,  
पंचायत थाम, ग्रामा-चंदवारा,  
मुमरी तिलैया, कोडरमा,  
झारखण्ड - 825409

Address:  
SO Kuldeep Pandit, B.E-09, Gaon-  
Tham, post Dab Tham, Panchayat  
Tham, Grama Chandwara, Buxar,  
Tilaya Koderma,  
Jharkhand 825409

9004 9409 9089

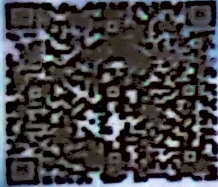
Andhaar - Aam Admi ka Adhikar

*Kuldeep Pandit*

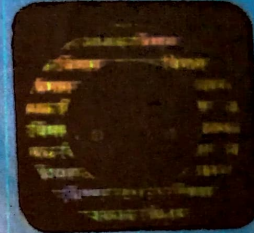
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
**EOIPP6338L**



नाम / Name  
**KULDEEP PANDIT**

पिता का नाम / Father's Name  
**GAYA PANDIT**

जन्म की तारीख / Date of Birth  
**21/02/1990**

हस्ताक्षर / Signature



*Kuldeep Pandit*

LOCALITY NAME: GUUSMALA  
MONEY RECEIPT

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Receipt No: 5212300011617  
Transaction No: 270964d9574a  
Pay Mode: Cash  
Pay Date: 25/03/2023 12:17:06 PM  
Consumer No: JSC13086  
K Number: 130411024737  
Name: SANJAY KR SHARMA S/O JAI PRAKA  
Bill Amount: 25459  
Paid Amount : Rs.16500  
(Sixteen thousand Five hundred Only)

Sec Key: zdGHI  
Drawn By: Operator

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IN CASE OF NON-PAYMENT OF TOTAL NET  
PAYABLE AMOUNT BY DUE DATE DPS WILL BE  
APPLICABLE AND ELECTRICITY CONNECTION  
MAY BE DISCONNECTED  
IF ALREADY PAID, PLEASE IGNORE

paytm

Payment Successful

₹7,000 

Rupees Seven Thousand Only

To: Jitm Skills Private Limited

Bank A/c linked on UPI



From: Kuldeep Pandit

Axis Bank - 0456



UPI Ref. No: 3548154 61045

01:08 pm, 01 Jul 2023

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UNIFIED PAYMENT INTERFACE