



सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): U24100MH2011PLC214885

I hereby certify that the name of the company has been changed from LUPIN HEALTHCARE LIMITED to LUPIN DIAGNOSTICS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name LUPIN HEALTHCARE LIMITED.

Given under my hand at Mumbai this Seventeenth day of August two thousand twenty-two.



ROOPA NIKHILESH SUTAR

Registrar of Companies  
RoC - Mumbai

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Mailing Address as per record available in Registrar of Companies office:

LUPIN DIAGNOSTICS LIMITED

Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz(East)., MUMBAI, Mumbai  
City, Maharashtra, India, 400055





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 105985

**AGREEMENT FOR HOSPITAL LABORATORY MANAGEMENT SERVICES**

This Agreement for Hospital Laboratory Management Services ("Agreement") is made and entered into on the 4<sup>th</sup> day August 2021 effective 1<sup>st</sup> day of November 2021 ("Effective Date") by and between

**LUPIN HEALTHCARE LIMITED**, a company incorporated under the laws of India and having its registered office at 3rd Floor, Kalpataru Inspire, Off Western Express Highway, Santacruz (East), Mumbai - 400 055 holding Permanent Account Number AABCL9756A (hereinafter referred to as "**the Company**", which expression shall unless repugnant to inconsistent with the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part.

AND

**BURDWAN DIAGNOSTIC AND RESEARCH CENTER (P) LIMITED** through its unit **CHITTARANJAN ADVANCE MEDICAL REFERRAL INSTITUTE**, CIN U85110WB1995PTC072289), a company incorporated under the laws of India having its registered office at Bamchandaipur, GT Road, NH2, Gangpur, West Bengal, 713104 and holding Permanent Account Number AABCB7773R (hereinafter referred to as "**Hospital**", which expression shall unless repugnant to or inconsistent

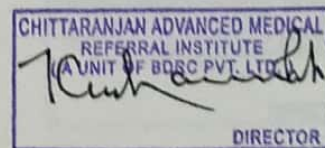
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Agreement Code:10023144



FOR LUPIN HEALTHCARE LIMITED

AUTHORISED SIGNATORY



2 AUG 2021

38

500/-

No. 008  
Date  
Sold to  
ADDRESS  
Vendor..

Lupin Health Care Pvt

Western Express

Sealdah Civil Court  
(ALOKA MUKHERJEE)

Gurugram (B)

Mumbai.

Pin-400 055



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AF 835072

with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part;

The "Company" and the "Hospital" may hereinafter collectively be referred to as the "Parties" and individually as the "Party."

**WHEREAS:**

- [A] The Company is in the business of providing health care services and operates diagnostic and pathology testing centres in India.
- [B] The Company has technologically advanced pathology laboratory situate at Swastik Building, Nazrul Islam Avenue, Tegharia, Kolkata 700157, along with necessary expertise, resources and infrastructure to carry out and to perform the pathological tests and services.
- [C] The Hospital is desirous of availing the Hospital Laboratory Management Services (hereinafter defined) from the Company at its various Hospital/Centres (hereinafter defined) and the Company is keen to provide the same on the terms and conditions mentioned herein below.

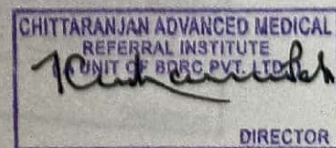
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Agreement Code:10023144



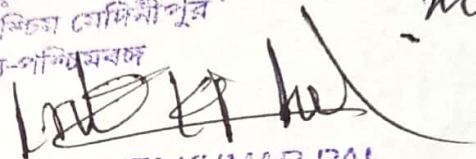
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28 JUL 2021

নং 14636 টা 100/- ডং  
শ্রী/শ্রীমতী *Deepin Health Care Ltd.*  
গাম *Western Express Santa Cruz (E)*  
জেলা-পশ্চিম বঙ্গ  
রাজ্য-পশ্চিমবঙ্গ  
*Mumbai - 400055.*

  
PRASANTA KUMAR PAL  
Stamp Vendor  
Dantan A.D.S.R. Office

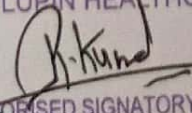
NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HERE TO AGREE AS FOLLOWS:

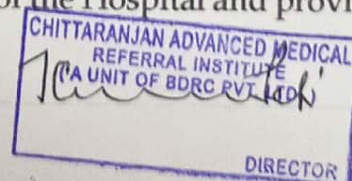
1. DEFINITIONS

- 1.1. "Affiliates" shall mean, with respect to a Party, any Person which, directly or indirectly, Controls or Controlled by or under Common Control with such Party. For the purpose of this definition, "Control" means the ownership, directly or indirectly, of at least 50% of the voting shares, registered capital or other ownership interest of the relevant Person or the possession, directly or indirectly, of the power to appoint a majority of its directors or cause direction of the management and policies of that Person, whether through ownership of voting securities, contractual or otherwise; and the terms "Controlled" and "Controlling" shall be construed accordingly.
- 1.2. "Agreement" shall mean this Agreement together with its recitals, schedules and any mutually agreed modifications thereto and other agreements that may be entered into by the Parties pursuant to and as ancillary to this Agreement.
- 1.3. "Applicable Laws" means any statute, law, regulation, ordinance, rule, judgment, injunction, order, decree, ruling, license, permit, consent, approval, directive, agreement, guideline, policy or restriction, or any requirement or decision or interpretative, legislative or administrative action of, or determination by, any Authority having jurisdiction over the matter in question, or otherwise applicable to the Parties, whether in effect as of the date of this Agreement or at any time thereafter, including but not limited to, National Accreditation Board for Testing and Calibration Laboratories (NABL) guidelines.
- 1.4. "Authority/ies" means any constitutional, judicial, governmental, quasi-governmental, legislative, statutory, quasi-judicial, departmental, regulatory or public body constituted by any statute or ordinance or by a court of competent jurisdiction, or any authority within the Territory or elsewhere, having jurisdiction over the Parties or the subject matter of this Agreement, including but not limited to various departments situate in each state, such as health departments, state environment department fire department, municipal corporations and such other local authorities etc...
- 1.5. "Approval" shall mean any and all, permits, rights, consents, grants, approvals, authorizations, licenses, waivers, exemptions, concessions, sanctions, permissions, registrations, certificates, agreements, orders, declarations, filings, reports or notices of, with or to any Authority pursuant to Applicable Laws, necessary to establish, operate and run the diagnostic and laboratory services in the Premises of the Hospital and provide the HLM



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Services in accordance with the terms and understanding set forth in this Agreement.

- 1.6. "Claims" means any action, suit, claim or proceeding of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence).
- 1.7. "Company Software": means the Company's centralized laboratory information management system, and all the proprietary rights vested therein, master data and content etc., vests entirely with the Company. The Company Software is being used by the Company to carry out quality assurances, for protocols, to carry out new tests and for various other lab medicine activities, which are generally performed in a laboratory, and also to generate various lab medicine information from it. The Company Software shall always include any updates, patches, versions, etc. that may be introduced by the Company from time to time. The Company Software also includes all reports, data, billing, files. etc. that shall be generated consequent to its use.
- 1.8. "Confidential Information" shall mean any confidential and proprietary information of the Company and/or the Hospital and includes all data and information shared by the disclosing Party relating to its business, operations, finance, including the HLM Services and its activities, products, test, policies and procedures, human resources, logistics, intellectual property, copyrights, trademarks, patents, sales promotion plans and strategies, cost and pricing information, customer/client/patient data and lists, profiles, financials, transactions and general business operations, procurement requirements, tools and equipment, purchasing information, etc. business forecasts, sales and operating information, technical or commercial information, designs, data, plans, statistics and reports, methodologies, trade secrets and a compilation of the same, pursuant to this Agreement.
- 1.9. "Claim" means any action, suit, claim or proceeding of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence).
- 1.10. "Force Majeure Event" means events such as strikes, riots, wars, acts of terrorism, insurrection, or civil commotion, fire, acts of God such as floods, earthquakes, tsunamis, epidemic and or pandemics or other similar unforeseeable act beyond a Party's reasonable control, but expressly excluding labour unrest or strikes by a Party's personnel or other representatives.
- 1.11. "Intellectual Property Rights" means all rights in inventions, patents, trademarks, service marks, Tradename, rights in designs, copyrights, moral rights, rights in know-how, rights in confidential information, rights in



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*[Signature]*  
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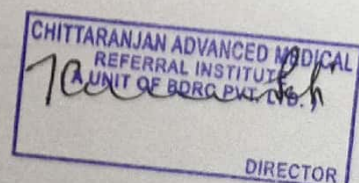


- databases, compilation rights and topography rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world (whether or not any of these is registered and including applications for registration of any of the same);
- 1.12. "Losses" means all losses, Claims, liabilities, damages, settlement amounts, penalties, fees, costs or expenses (including without limitation costs of suit, and all reasonable attorneys' fees and expenses), whether or not foreseeable, consequential, remote or indirect.
- 1.13. "Premises" shall mean the defined premises more specifically described in clause 4.1.1., to be provided by the Hospital.
- 1.14. "Person" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or agency or instrumentality thereof and or any other legal entity recognized as such under the applicable laws of India.
- 1.15. "Proprietary Materials" shall mean all laboratory equipment, data, materials, software, stationery, equipment, medical supplies and tools, etc., owned by the Company, for running the HLM Services at the Premises of the Hospital, in accordance with the terms of this Agreement.
- 1.16. "Personally Identifiable Information (PII)" means any information about an a person or party, whether in the capacity of an employee or staff in the Hospital or of the Company or otherwise relating to a patient or a customer or client availing the HLM Services at the Premises and includes (1) any information that can be used to distinguish or trace such individual's identity, such as name, Aadhar number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical data and information, educational or financial records or employment information etc..
- 1.17. "HLM Services" means all the related activities for operating, managing a diagnostic and laboratory service at a Hospital which includes but is not limited to handling, storing, transporting the samples as also documenting the details of the patient/customers, receipts etc. in the Company Software as also for transporting the samples taken from the customers to the Company laboratories for testing and subsequent collection of the reports as per the SOPs set out and in compliance with Applicable laws , as may be amended and updated from time to time and in accordance with the terms of this Agreement.



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- 1.18. "Standard Operating Procedures" or "SOP" means the various policies and procedures set out by the Company and the Hospital, which is required to be adhered to at all times for operating, managing and performing the HLM Services in compliance with Applicable laws.
- 1.19. "Tradename or "Branded marks" means the name of the Company and or the Hospital, its respective logo, tradenames, brand, software, websites, or any other name and style used by a Party to represent themselves and the HLM Services covered under this Agreement.
- 1.20. "Term" shall mean the period as described in Clause 6 below.
- 1.21. "Third Party" means any Person other than the Parties.

## 2. INTERPRETATION CLAUSE

In this Agreement, unless the contrary intention appears:

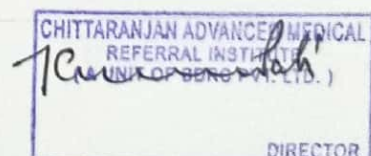
- a) A statute or a provision of a statute shall be construed as a reference to that statute or provisions, as extended, modified, amended or re-enacted at the relevant time;
- b) A clause includes all its sub clauses; if any;
- c) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- d) words in the singular number include the plural and vice versa; and
- e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## 3. SCOPE

- 3.1 The Hospital shall provide the requisite space to the Company at the Hospital Centres of the Hospital, to enable the Company set up and run the laboratory ("the said Lab") and providing the HLM Services ("the Services") pursuant and for the entire duration of this Agreement.
- 3.2 The Company will provide laboratory support to clinics and medical centre opened in the various Hospital Centres on the same terms and conditions stated herein. However, each such engagement will be treated as a new case as requirements and the need of the specific Hospital Centres may vary from place to place. Each such Hospital Centre, so identified and agreed upon will in turn execute an Addendum to this Agreement defining location, Premises, and special terms and conditions for adherence and better management. In the event of any conflict to the terms of the Addendum and this Agreement, the terms of this Agreement shall prevail, unless specifically agreed upon that the special terms should over-ride the clause in this Agreement]



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3.3 The Company shall try and build up additional general pathology work for the Hospital by promoting the Hospital as diagnosis & post diagnostic support and wellness centres.

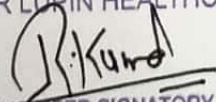
#### 4. OBLIGATIONS OF THE PARTIES

4.1 Hospital shall be responsible to provide the following:

- 4.1.1. **Premises:** an exclusive, secure and well-defined carpet area of approximately 600 Sq. feet (approx.) ("Premises") in each of the Hospital Centres to the Company for setting up the laboratory for providing HLM Services to the Hospital free of cost. The Hospital shall be solely responsible for any and all rents, fees, taxes and or payment of whatever nature required to be paid for the use of the Premises for conducting laboratory services from the stated Premises. The Premises will be formally handed over by the Hospital to the Company clearly identifying the fixtures, fittings and furnishings provided and or any equipment/instruments installed by the Hospital to enable the Company to set up the laboratory and install all its equipment and other Proprietary Materials for effectively operating and managing the HLM Services in accordance with Applicable Laws, SOP and the terms of this Agreement.
- 4.1.2 **Electricity, Sewage and Potable Water:** The Hospital shall ensure that electricity/ power supply, proper sewage and running potable water systems are available 24 X7 and at all times to ensure smooth functioning of the laboratory.
- 4.1.3 **Communication Lines:** The Hospital shall make available to the Company adequate telephone extension lines with parallel lines for the smooth operational efficiencies between Hospital and the Company and with the Company and its main laboratories.
- 4.1.4 **LAN/ Internet connection:** The Hospital shall provide to the Company, at their own cost, all brick work and plaster, electric circuiting, all conduits for cable and LAN/ Internet connection/ Telephone connection / Air conditioning etc., flooring and interiors which are basic requirements for running of the laboratories.
- 4.1.5 **Generator:** The Hospital shall provide the Company with an appropriate backup Generator facility.
- 4.1.6 **Support & Disposal Services:** Hospital shall provide support services like security and shall further ensure that all hazardous and non-hazardous biomedical waste disposal related activities and garbage disposal etc. to the Company. The Hospital shall be responsible to ensure that such services are provided and managed by the Hospital administration in full compliance with Applicable Laws, SOPS set in place by the Hospital as also the Company.

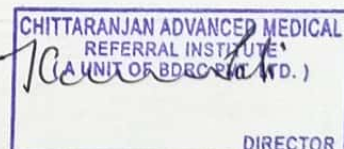


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- 4.1.7 **Approvals and Licences:** Hospital shall be responsible for all Approvals required to run and operate the laboratory. Hospital shall always keep the said Approvals, valid and in full force during the entire tenure of the Agreement. Any non-compliance of the said Approvals by the Hospital shall entitle the Company to terminate this Agreement with immediate effect. Hospital shall be responsible for the renewal and validity of all the Approvals during the entire tenure of the Agreement and shall provide the copies of all such Approvals to the Company
- 4.1.8 **Referrals:** Hospital shall be responsible to ensure that all IPD and OPD patients from the Hospital Centre for any clinical investigation or testing would be referred to HLM Services of the Company, unless such tests or investigation are not available with the Company and confirmed by the Company in writing.
- 4.1.9 **Company's SOP:** Hospital shall send IP-OP samples to the laboratory for availing the HLM Services along with the "test request form" supplied and circulated by the Company for duly indicating the investigations per episode to be carried out, along with the name, relevant clinical history of the patient, the bed and ward/ OPD number, age, sex, residential address, and such other information as may be required for the proposed testing/special investigations.
- 4.1.10 **Awareness:** Hospital will, through its Doctors and medical staff inform the patients, their relatives of the various HLM tests, packages etc., that can be received at the Hospital.
- 4.1.11 **Reporting:** Reporting of the tests processed for Hospital would be on Dual Branding Letter Head.
- 4.1.12. **Lab:** The Lab will follow NABL Processes from Day one and will work hard to get NABL Accreditation for the Lab in 12 to 18 months time, any delay from NABL side is additional. The Overall Cost expected for NABL Accreditation will be shared between the Hospital and the Company on Revenue Sharing basis, post successful NABL Accreditation the Hospital will be charged this amount through a debit note. Hospital shall provide all support and documentation and ensure all compliances in applying for the same.
- 4.1.14 **Branding Space:** The Hospital will provide a space at a location within the Premises as may be acceptable to the Company for Lab Internal and External branding of the Diagnostics business of the Company
- 4.1.15 **Medical Camp:** The Company shall provide for upto 200 Patients free of cost Sugar/Cholesterol/TSH per month to promote the Hospital and Lupin Diagnostics outside hospital only - Joggers Park, Public Places, Residential Complex - RWAs.



4.1.16 **Dedicated and Qualified Staff:** The Company shall provide Qualified Doctor and trained staff to operate Hospital lab and also dedicated sales staff for promotion and network building.

**4.2 OBLIGATIONS OF THE COMPANY:**

- 4.2.1 **Equipment/Gadgets/Laboratory Instruments:** The Company shall install at its own cost, instruments/equipment and all ancillary gadgets for the running of the said lab as mentioned in **Annexure I**.
- 4.2.2 **Maintenance & Repairs:** The Company shall be solely responsible towards the maintenance and repairs of all the instruments, equipment and all ancillary gadgets installed in the lab.
- 4.2.3 **Electricity Bills:** The Company shall pay the electricity bills on actuals as per separate sub-meter provided by the Hospital for the Premises utilized by the Company.
- 4.2.4 **Reports:** The Company shall ensure accurate and timely delivery of the reports. The Company shall make arrangements for the prompt downloading of reports at the lab by providing connectivity with their laboratory software and Hospital software.
- 4.2.5 **Quality Standards:** The Company shall set up an appropriate quality system in place to ascertain the quality standard. In any case, Hospital authorities have an exclusive right to enter/verify/check the system adopted by the Company. The Company would submit timely QC reports of both internal and external QC to Authorized person or Auditors of Hospital.
- 4.2.6 **Qualified Pathologist:** The Company would appoint a qualified MD Pathologist and MD Microbiologist to be stationed at the Hospital, who will be responsible for all reporting of Hospital lab samples.
- 4.2.7 **Testing Menu:** Along with the in-house test menu, the Company shall offer comprehensive range of tests as per directory of services. The Company shall be responsible to offer prompt services to the Hospital, to the satisfaction of Hospital management as mutually agreed upon. If the Hospital wants to start any additional tests, then the Company shall offer the said additional tests subject to availability of the tests with necessary instruments which have already been installed at the Hospital.
- 4.2.8 **Sample Collections:** Sample collection for all IP and OPD cases would be carried out in wards/ICU/OT or any other areas defined by Hospital by the staff nurse of Hospital. Departmental staff will provide laboratory related information required by the doctors or patients including direct assistance/information to the referring consultant /nurse (if desired by them). Sample transportation from the Hospital lab to the Company's National Laboratory/ Regional Laboratory will be taken care by the Company . The Company will



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not take responsibility of samples been handed over to other than the Company Staff for transportation. However, in the event of a report being lost/ mutilated, a duplicate report shall be made available by the Company at no additional cost and in the event of a sample being lost/damaged; a repeat sample shall be collected by the Company, at no additional cost. The Company will make all arrangements and precautions for preserving important samples in association with Hospital, as per their requirements.

- 4.2.9 **Handling of Waste Material:** The disposal of infected samples, used syringes/needles/tubes and other disposable materials etc. generated in the laboratory area shall be carried out by the Company, with active co-operation of Hospital, and in accordance with local health/ sanitary and other regulations. For this purpose, the use of Hospital's disposal/waste management systems shall be made available at all times to the Company.
- 4.2.10 Hospital shall charge patients, at their defined rates, based on tests available in directory of services of the Company to all its patients, except for such clients with special arrangements like insurance, clinical trial, corporate (PHPs and annual health checks), Government schemes etc.
- 4.2.11 **Manpower & Logistics:** The Company will provide manpower and logistics support for transporting samples which will be done in its reference lab.
- 4.2.12 **Unforeseen Circumstances:** If due to any unforeseen circumstances, e.g., delay in customs clearance of reagents, instrument malfunctioning and for any of the force major circumstance beyond the Company's control, if the Company cannot get some tests conducted on its own, then it will do the needful to get such tests carried out from any third party of its choice. The Company will take responsible in getting the correct report from such third party. Hospital will not directly interact with the third party for such outsourced services. As per the enclosed **Annexure II** possible parameters will be performed in-house based on load Hospital Lab. However, special investigations like, Histopathology will be done in the Company's labs or their reference labs (Reference Lab).
- 4.2.13 The Company shall make necessary applications for obtaining, maintaining and managing the accreditations/ certifications/ Approvals, required to be retained from various Authorities including but not restricted to NABL. In this regard, the Hospital, agrees to provide full co-operation and supporting documents and acknowledges that all costs towards the fees and expenses for obtaining such certifications/licences shall be shared equally between the Company the Hospital.

## 5. FEES & PAYMENT TERMS

- 5.1 The Company will issue the Bills and Hospital shall pay the same by cheque in the name of "Lupin Healthcare Limited" along with copy of Hospital



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Account PAN Copy for Account Registration and credit bill facilitation on the 1 (one) month billing average.

- 5.2 Hospital shall bill their patients/clients as per their own defined pricing, company will charge to hospital on net pricing model as per below discount structure on existing MRP of Hospital. A copy of this updated "list of investigations" and Alphabetical list of esoteric test parameters supplied by the Company to Hospital shall always be kept in the premises of Hospital.
- 5.3 The Company shall submit invoice on every monthly basis as per the following discounts mentioned herein below:

Test Category	Type of test	% of Discount
Routine %	In House Test Master (Processing at CAMRI Hosp Lab) Net billing less than 12 Lacs/pm	55%
Routine %	In House Test Master (Processing at CAMRI Hosp Lab) Net billing more than 12 Lacs/pm	60%
Transferred to NRL/RRL	Except Categorized Tests as 'Inhouse'	35%
Govt Scheme	CGHS, WBHS, Swastha Sathi, ESI , SBI and other Central and State Govt Scheme	10%
Govt Priced CAP Test	Govt Price Controlled Tests like COVID 19 - PCR, Dengue & Others	7%
Special parameters	CBC, RFT/KFT , LFT , LIPID Profile, Thyroid Profile , [FBS, PPBS, HbA1C], [CPK, CPK-MB], [Amylase, Lypase,] , [BT,CT,PT,INR], [HIV I-II, Anti HCV , HbSAg]	As per Annexure II
Outside Business	Business generated from LupiMitra & Pickup points outside Hospital (LHL network)	5%

Packages shall be as uploaded in Company Software i.e. 'IT DOSE software') or such other Company Software and will be subject to periodic review and changes, which will be informed from time to time.



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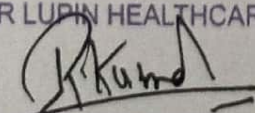
- 5.4 There will be FOC testing on billing Net Price with a monthly cap of Rs.5,000 per month with the prior written approval from Business Operations Head (BOH) of the Company.
- 5.6 The Company will provide 50% Discount to all the employees of the Hospital, including its Board Members. The details of such employees i.e. name and employee code shall be shared with the Company.
- 5.6 Hospital shall provide the Company the details of net revenue and cash collected on daily basis to the lab manager appointed by the Company and shall also facilitate access/viewing rights of the Billing System.
- 5.7 The Company will also provide a statement of account monthly, in the name of Hospital giving full details of each patient/client, particulars of tests conducted, fee charged and also international transportation charges wherever applicable.
- 5.8. As per the agreed payment terms, payment should be processed by Hospital within 30 days after submission and transferred to the Company account. In case of delay beyond 30 days the Hospital shall face a code blocking and suspension of Services till payment made. If payment is not made beyond 90 days after submission the Company shall forthwith terminate this Agreement
- 5.9 The accounts in respect of the diagnostics/pathology revenues collected by Hospital will be audited by the Company at its own cost.
- 5.10 Hospital hereby agrees to make available all necessary accounts and information for auditing purposes to the Company to determine the Net Revenue.
- 5.11 On Mutual concurrence, the net billing price will be subject to bi-annual escalation at the rate of 5%.
- 5.12. GST will be charges as applicable.

## 6. TERM

- 6.1 This Agreement will be valid for a period of 5 (five) years from the Effective Date. ("Term"). Upon expiry, this Agreement may be renewed for such additional period as may be mutually agreed in writing by the Parties. The Parties shall intimate its intention to renew at least two (2) months prior to expiry of the Term.
- 6.2 **Minimum Assurance Period:** Hospital understands and agrees that it shall be liable to serve a **minimum Period of three (3) years** from the effective date as "Minimum Service Assurance Period" (Lock-in Period) in which it shall not be entitled to terminate this Agreement. Serving the Minimum Service Assurance Period by Hospital shall be a mandatory requirement for all the purposes under this Agreement and any violation by Hospital in this regard shall be treated as material breach of the terms of this Agreement and



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accordingly Hospital acknowledges that it shall be unconditionally liable to pay the Company an equivalent to preceding 6 months net Billing as per last 6 months average net Billing towards the said material breach.

## 7. STATUTORY COMPLIANCES

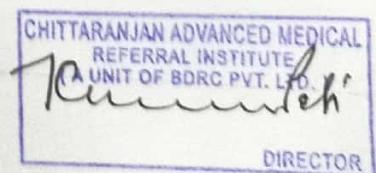
- 7.1 Hospital shall ensure the payment of statutory levies and taxes made or demanded in respect to the operations of the Premises. Subject to the above, the Company shall procure all licenses and permits and comply with all statutes, ordinances and regulations applicable to the conduct of its HLM Services here under with the help of Hospital.
- 7.2 The Company will follow all rules and government regulations applicable including provisions of labour laws, P.F, ESI and minimum wages act etc. and would be liable to submit proof to Hospital for timely compliance of such acts and rules.
- 7.3 HLM shall comply with all applicable laws, including any data protection or data security laws.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as explicitly set forth in this Agreement, nothing in this Agreement shall affect any right to any Intellectual Property owned by or controlled by either Party (and/or its Affiliates) in respect to its Intellectual Property.
- 8.2 Each Party represents that, to its knowledge, as of the Effective Date, the Intellectual Property and related material, information and documents shared and disclosed to the other Party pursuant to this Agreement, do not infringe or violate any valid intellectual property rights vested in any third parties
- 8.3 To the extent required, Each Party grants a limited, restricted, non-transferable, non-sub-licensable right to use the other Party's name and logo, as may be required and necessary for the sole purpose of (i) printing the name and logo of such other Party on the pintables ( for example letter heads, invoices, marketing literature or pamphlets depicting the various testing and services to be provided by the Company from such Premises etc.) (ii) staff uniforms, etc. for the purpose of this Agreement.
- 8.4 Post expiry or early termination of this Agreement, all such co-branding materials created and or developed depicting the name and logo of both Parties, shall be destroyed and shall certify destruction of the same



*[Signature]*  
AUTHORISED SIGNATORY





9. INDEMNIFICATION

9.1 Both Parties shall indemnify each other and agrees to keep indemnified and hold harmless, will defend, save, indemnify and hold harmless the other Party and its Affiliates, and their respective officers, directors, employees/staff, consultants and agents, ("Representatives") from and against any and all Losses arising out of, in connection with or relating to: (i) any breach by such Party or its Representatives of any of its representations or warranties, or (ii) non-fulfilment of or failure by such Party or its Representatives to perform any covenant, obligation or undertaking contained herein, or (iii) any breach of Applicable Law by such Party or its Representatives], or (iv) any third party Claim, from any Patient or client or customer, including any Claim that the Services availed, breaches any third party rights, including proprietary or personal rights of such third party or otherwise infringes upon any intellectual property rights vested in such third party, or (v) such Party or its Representatives' wilful misconduct, gross negligence or fraud.

Such indemnity will be without prejudice to the other Party's rights under the Agreement or under Applicable Law, equity or tort and shall survive the expiry or prior termination of this Agreement.

10. CONFIDENTIALITY

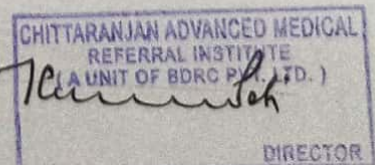
10.1 Both Parties agree and undertake to maintain confidentiality and not to reveal to any person or party any information or data which will be disclosed, generated, received, collated or otherwise obtained consequent to and in relation to availing or otherwise providing the HLM Services pursuant to this Agreement, and which pertains, directly or indirectly, to the other Party including and without derogating from the generality of the aforesaid names, addresses, personal details and medical background or information of the clients, employees etc. and or the Services, rates, etc. Information which pertains to department work (including terms of Agreement with its clients, nature of service, consideration for the service etc.) or any other data.

10.2 Confidentiality obligations under this Agreement will survive the expiry or early termination of this Agreement for a period of three (3) years from the date of such expiry or early termination. Nonetheless all Personal Information or PII collated and or generated shall continue to be abided by each Party, and such obligation shall survive the expiry or early termination of this Agreement.



FOR LUPIN HEALTHCARE LIMITED

*[Signature]*  
AUTHORISED SIGNATORY



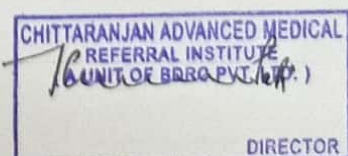
11. **LIMITATION OF LIABILITY:**

- 11.1 Notwithstanding anything stated herein, in no event, shall the Company be made liable (including through indemnification) in an amount to exceed the fee received by it for such services.
- 11.2 All the medico legal liability relating to the Medical Services given by the staff of Hospital in the Hospital in respect of the medical services and treatment shall be the sole and exclusive responsibility of Hospital. Hospital shall indemnify the Company for Hospital and or its staff, employees and agent's negligence, fraud or wilful misconduct, or any acts and or omissions in the course of providing services at the Hospital. Hospital shall be solely and completely liable and responsible for all medico legal claims / complaints / cases and the like that may be filed by any patient treated by Hospital and all the liability towards any such litigation including legal costs shall be the sole responsibility and liability of Hospital and the Company shall be fully indemnified in this regard. The Hospital agrees and confirms that the Hospital shall not enter into any settlement or compromise with such third parties in respect to any such claim or complaint, without keeping the authorised representatives of the Company duly informed of such defense, settlement or compromise and or in any manner making any submissions that is prejudicial to the interest of the Company.
- 11.3 To the fullest extent permitted by Applicable Law neither Party nor its Affiliates shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if either Party has been advised of the possibility of such damages. Hospital may not recover from the Company in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill or any other consequential, incidental, indirect, punitive or special damage in connection with claims arising out of this Agreement or otherwise relating to the HLM Services whether or not the likelihood of such loss or damage was contemplated. Hospital may not recover from the Company, in contract or tort, under statute or otherwise, aggregate damages in excess of 25 % of the preceding 12 months Company's share in revenue actually paid for the HLM Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the services.



FOR LUPIN HEALTHCARE LIMITED

*R Kund*  
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12. **TERMINATION**

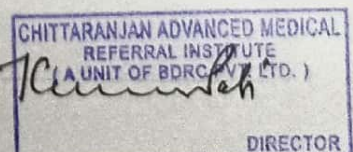
- 12.1 The Company may terminate this Agreement by giving ninety (90) days prior notice without assigning any reason upon serving minimum Service period. However, Hospital may terminate this Agreement by giving ninety (90) days prior notice without assigning any reason, only, upon completion of the Minimum Service Assurance Period of three (3) years as per Clause (6.2) of this Agreement.
- 12.2 Upon termination or expiry of this agreement as aforesaid, each party shall immediately pay to the other, the full amount of money due to the other as per the provisions of this agreement. Upon such expiry or early termination, the Company shall quietly and peacefully leave the Premises and shall remove and take possession of all the equipment which it has brought or acquired, and the consumable inventory as on the date of termination, leaving behind all furnished infrastructure and equipment owned by Hospital
- 12.3 Upon expiry or early termination, Hospital agrees to provide full co-operation to allow the Company to remove all the infrastructure/equipment referenced in Annexure I and or subsequently installed and kept in the Premises, peacefully and without any hindrance or objection.

13. **FORCE MAJEURE:**

Except for any obligations to make payments to the other Party hereunder, either Party's delay or failure to perform any term or condition of the Agreement as a result of conditions beyond its control such as, but not limited to, war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, pandemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers or other domain-specific circumstances, despite such Party's good faith efforts to perform, shall not be deemed a breach of the Agreement or a basis for liability.



FOR LUPIN HEALTHCARE LIMITED  
  
AUTHORISED SIGNATORY



**14. NOTICES:**

All notices under this Agreement must be in writing and either mailed by certified or registered mail, express courier or hand delivered to each Party at the address set forth below:

i]To Company:	[a] Attn: Mr. Ravindra Kumar E-mail: ravindrakumar2@lupin.com Phone: 9000142873
ii]To Hospital	[a] Attn: Dr. Kushanava Pabi E-mail: dr.kpabi@gmail.com Phone: 9233361670

**15. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be construed and governed by the laws of India. The Parties shall resolve any difference or dispute arises out of this Agreement by way of negotiations. If such negotiation process fails, then all disputes arising from or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Mumbai.

**16. MISCELLANEOUS:**

**16.1 Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes any and all agreements, either oral or written, between the Parties hereto. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**16.2 Amendment:** No amendment or waiver of any provision of this agreement nor consent to any departure by any of the parties there from shall be effective unless 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 given.

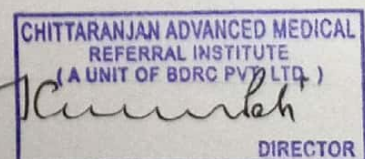
**16.3 Waiver:** No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege.

**16.4 Remedies:** The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.





FOR LUPIN HEALTHCARE LIMITED

*R. Kumar*  
AUTHORISED SIGNATORY



- 16.5 Severability:** If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- 16.6 No Third Party Rights:** Nothing in this Agreement is intended or will be construed to confer on any Party other than the Parties to this Agreement, any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.
- 16.7 Good Faith:** upon the execution of this Agreement, each of the Parties hereto shall be bound to discuss the provisions hereof in good faith and shall deal fairly with each other to further the performance and enforcement of this Agreement, without destroying or injuring the rights of the other Party to enjoy the benefits under the Agreement.
- 16.8 Expenses:** Each Party hereto will bear the legal, accounting and other expenses incurred by such Party in connection with the negotiation, preparation and execution of this Agreement and the documents and transactions contemplated hereby.

IN WITNESS WHEREOF, THE COMPANY AND SERVICE PROVIDER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DATE MENTIONED HEREINABOVE.

<p><b>SIGNED AND DELIVERED</b>  <b>For and on behalf of</b>  <b>LUPIN HEALTHCARE LIMITED</b>  FOR LUPIN HEALTHCARE LIMITED</p> <p><i>[Signature]</i>  Signature _____ SIGNATORY  By: Mr. Ravindra Kumar  Its: Vice President Diagnostics</p> 	<p><b>SIGNED AND DELIVERED</b>  <b>For and on behalf of</b>  <b>BURDWAN DIAGNOSTIC AND</b>  <b>RESEARCH CENTER (P) LIMITED</b></p> <p><i>[Signature]</i>  Signature _____  By Dr. Kushanava Pabi  Its: Director</p> 
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Licence No | 33531417

**DEPARTMENT OF HEALTH AND FAMILY WELFARE  
GOVERNMENT OF WEST BENGAL**

Date | 25-01-2022

**LICENCE UNDER THE WEST BENGAL CLINICAL ESTABLISHMENTS (R, R&T) ACT 2017**

(see rule 3)

License is hereby granted to

**Dr. Kushanava Pabi**  
of 838, Bamchandaipur, Bardhaman, Pin- 0

Under the West Bengal Clinical Establishment Act 2017 to keep or carry on the Clinical Establishment under the heading(s) subject to terms as printed in back-page

Last Date of Application for Renewal : 08-12-2022

Validity : 08-01-2023

Period of Irregular Running : NIL

**Headings**

Hospital, X-Ray, CT-Scan, USG, Other, Dental Clinic, Echo-cardiography lab, Physiotherapy Clinic, Dialysis, Poly Clinic, Pathology Lab(Medium)

**Establishment is popularly styled as**

**CHITTARANJAN ADVANCED MEDICAL REFERRAL INSTITUTE (A UNIT OF BURDWAN DIAGNOSTIC & RESEARCH CENTRE PVT. LTD.)**

**At an Address**

838, Bamchandaipur, Joteram, Pin- 713104

Subject to terms as printed in back-page.

**Date:** 25-01-2022

**Place:** Purba Bardhaman : West Bengal

**Date of grant of first license:**

**Chief Medical Officer of Health**

**Purba Bardhaman**

**Chief Medical Officer of Health**

Purba Bardhaman : West Bengal

To verify genuineness SMS to 9223166166

WB CE < License No >

# DEPARTMENT OF HEALTH AND FAMILY WELFARE

## Headings

1. Nursing Home: Indoor
2. Hospital
3. Maternity Home: Indoor
4. ICU/ITU/RCU/NCU/PICU/HDU/Dialysis
5. Physical Therapy Centre: Indoor / Outdoor
6. Pathological Laboratory : Small / Medium / Large / Coll. Centre
7. Imaging & X-Ray: X-Ray / USG / CT scan / MRI / ECHO / Color Doppler
8. Others : ECG / EEG / EMG / TMT / Holter/ Scopy Procedure / Angiography
9. Day Care Centre(Indoor)

## 10. Poly Clinic/OPD Clinic: Specialist/General

11. Individual Clinic: Modern Medicine / Dental / Homoso / Unani/ Ayurvedic/ acupuncture / Graduate / Post-graduate

## 12. Specialty Clinic

- a) Surgery / Eye / ENT / Orthopedics / Cardio-thoracic / Plastic Surger.
- b) Medicine/ Pediatrics(Surgery /Medicine)/ Cardiology / Endocrinolog
- c) Gynecology & Obstetrics
- d) Neurology / Dental / & OTHER DISCIPLINE

## 12. Number Of Beds: 130

## Terms

1. A particular Establishment at a particular address must be have one and only one CE license including all facilities.
2. The License is not transferable. The Clinical Establishment shall at all time be open for inspection by such offer(s) of the State Government as are duly Authorised in this behalf by the Licensing Authority.
3. The Licensee shall confirm such conditions as are prescribed in WB CE Acts & Rules, 2017.
4. The Clinical Establishment shall not be used for immoral purpose or for purpose which are improper or undesirable in the case of such establishment.
5. The Licensee shall maintain proper records of persons received or accommodated or both of births, deaths and miscarriages therein. In case of the births and death, the Licensee shall give intimation to the local Registrar of births and deaths.
6. The Licensee shall furnish to the Licensing Authority a copy of the yearly reports on the working of the establishments(in the prescribed form number VII as shown in rule 21) on or before 1st April each year by Registered post or in equally suitable manner.
7. It is obligatory on the part of the Licensee to inform the nearest Police Stations about all suspicious cases of injuries and medico-legal cases treated in the establishment.
8. If any notifiable disease occurs in thre establishments. The Licensee shall immediately notify the matter to the local health Authority under the intimation to the Licensing Authority. The patient should also be isolated and the establishment shall be placed under quarantine immediately.
9. The Licensee shall send intimation to the Licensing Authority about closure of the establishment at least one month before the closing date. The License must be surrendered to the Licensing Authority immediately after the closure of the establishment.