



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

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

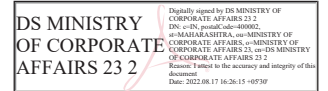
Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

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

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





प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24100MH2011PLC214885

2010 - 2011

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

Lupin Healthcare Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक सत्राह मार्च दो हजार ग्यारह को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U24100MH2011PLC214885

2010 - 2011

I hereby certify that Lupin Healthcare Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Mumbai this Seventeenth day of March Two Thousand



(M. KANNAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

Lupin Healthcare Limited
159, C.S.T. Road, Kalina., Santacruz (E),
Mumbai - 400098,
Maharashtra, INDIA



व्यापार प्रारंभ करने का प्रमाण-पत्र
कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U24100MH2011PLC214885

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
Lupin Healthcare Limited

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक सत्राह मार्च दो हजार ग्यारह को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक तीस मार्च दो हजार ग्यारह को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U24100MH2011PLC214885

I hereby certify that the Lupin Healthcare Limited which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Seventeenth day of March Two Thousand Eleven, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Mumbai this Thirtieth day of March Two Thousand Eleven.



(V ELANGO)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies
महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

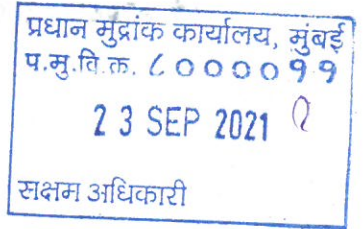
Lupin Healthcare Limited
159, C.S.T. Road, Kalina,, Santacruz (E),
Mumbai - 400098,
Maharashtra, INDIA



महाराष्ट्र MAHARASHTRA

2021

YX 259881



AGREEMENT

श्री. सी. टि. आंबेकर

This Agreement made on this 29th day of September 2021

By and Between

LUPIN LIMITED, a company incorporated under the laws of India and having its registered office at Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz (East), Mumbai 400055, India, holding Permanent Account Number AAACL1069K (hereinafter referred to as the "**Licensor**" which expression shall include its successors and assigns) of the One Part;

And

LUPIN HEALTHCARE LIMITED, a company incorporated under the laws of India and having its registered office at Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz (East), Mumbai 400055, India, holding Permanent Account Number AABCL9756A (hereinafter referred to as "**Licensee**" which expression shall include its successors and permitted assigns) of the Other Part.

Agt. Code 10023587



The Licensor and the Licensee shall hereinafter collectively be referred to as the “**Parties**” and individually or severally as “**Party**”.

WHEREAS:

- A. The Licensor is an innovation led transnational pharmaceutical Company carrying on business of manufacturing and/or marketing and selling of branded pharmaceutical & generic products and active pharmaceutical ingredients. The Licensor has a very strong domestic as well as international presence with its products reaching over 100 countries.
- B. The Licensee is engaged in the business of providing healthcare services and operates diagnostic and pathology testing centers in India.
- C. The Licensee is a wholly owned subsidiary of the Licensor.
- D. The Licensor, in the course of manufacturing and/or marketing various pharmaceutical preparations, food products and devices, has adopted and used several distinct trademarks, including label marks. These brand names and labels have been applied for trademark registration and/or are registered in the name of the Licensor.
- E. The word “Lupin” and the distinctive ‘flower design’ (hereinafter referred to as ‘**Logo**’) more specifically specified and presented in **Annexure 1** to this Agreement, constitutes the corporate name, trading name and style of the Licensor. The word “Lupin” and the Logo are hereinafter collectively referred to as ‘**Lupin Marks**’
- F. The Lupin Marks have been applied for registration in almost all classes in India with numerous registrations secured in varied classes, in the name of the Licensor. The Lupin Marks have also been applied for trademark registration in various countries of the world in the name of the Licensor.
- G. The Licensor is the absolute proprietor and owner of the Lupin Marks and has unrestricted rights to use the Lupin Marks and also permit any person to use the Lupin Marks on such terms as may be determined by the Licensor.
- H. The Licensee is desirous of using the mark ‘Lupin Diagnostics’ and its label representation, more particularly specified and presented in **Annexure 2** of this Agreement, hereinafter referred to as ‘**Lupin Diagnostics Marks**’, in the course of its business and also to obtain accreditations, approvals etc. from various bodies and authorities.
- I. The Lupin Diagnostic Marks have been applied by the Licensor for trademark registration in India. The Licensee, as a subsidiary of the Licensor intends to secure rights, permission, consent and license from the Licensor, permitting the Licensee, to use the Lupin Diagnostic Marks in the course of its business without any restriction.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

Agt. Code 10023587



1. The Licensor as the proprietor and owner of the Lupin Diagnostics Marks hereby authorizes, permits and consents (hereinafter referred to as “**Authorization**”) to the Licensee using the Lupin Diagnostics Marks for its diagnostic business, in such manner as the Licensee may determine in course of its business.
2. This Authorization is provided by Licensor to the Licensee, with immediate effect and this Authorization shall remain valid and subsisting for as long as the Licensee is a subsidiary of the Licensor, unless specially cancelled earlier by writing.
3. This Authorization permits the Licensee to apply for and secure accreditations from any body/ authority and for which purpose, the Licensee may confirm to the accrediting bodies/ authorities that it has the requisite authorization to use the Lupin Diagnostics Marks in course of its business.
4. This Authorization further entitles the Licensee to use the Lupin Diagnostics Marks and make any representation or undertaking before any authority as to its rights to use the said marks without the need for any further confirmation or ratification of the Licensor.
5. By this Agreement, any use of the Lupin Diagnostics Marks by the Licensee, prior to the date of this Agreement is ratified, confirmed, and authorized by the Licensor.
6. This Agreement may be terminated by the Licensor by giving 1 (One) month written notice to the Licensee. Further this Agreement shall stand terminated in the event the Licensee ceases to be a subsidiary of the Licensor.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DAY, MONTH AND YEAR FIRST HEREINABOV WRITTEN

For Lupin Limited



Ramesh Swaminathan
Executive Director, Global CFO
and Head Corporate Affairs

For Lupin Healthcare Limited



Sunil Makharia
Director & CFO

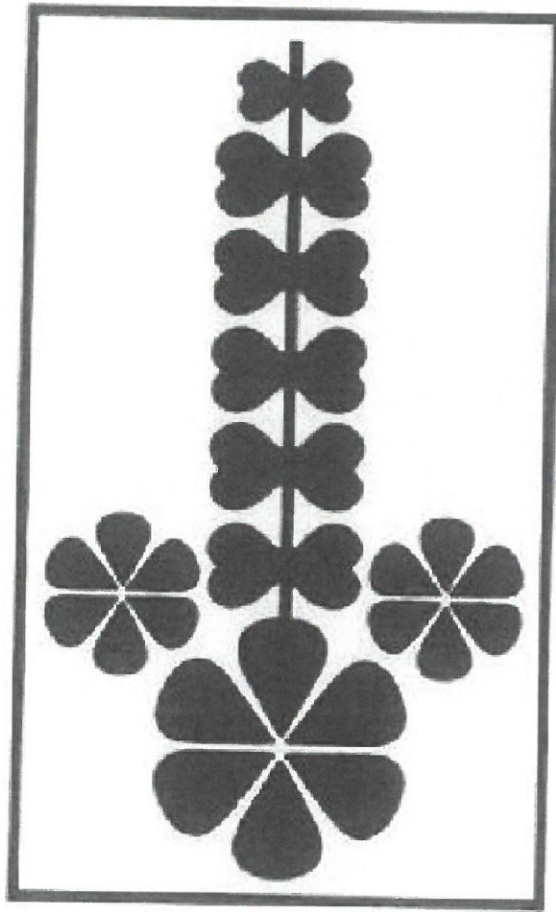
REVIEWED

Date: 29/9/2021

Lupin Ltd. Legal Dep.

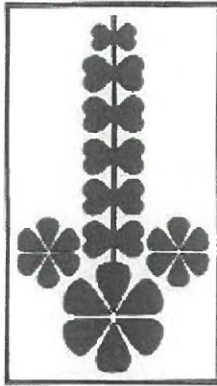
M.V. Mankar

Annexure 1



LUPIN





LUPIN





LUPIN
DIAGNOSTICS



Lupin Diagnostics Logo



Good health starts here

