



महाराष्ट्र MAHARASHTRA

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BM 274041



मुद्रांक विवरी नोंदवही अ.क्र.
मुद्रांक शून्यक रकयाम
मुद्रांक विकल घेणान्याचे नांव

हस्ते, असल्यास नाव व पत्ता
परवानाकारक मुद्रांक विकल घेणान्याचे
प.क्र. नुबरा
मुद्रांक विकल घेणान्याचे ठिकाण,
पत्ता : एम.एस.मुळे,
दुय्यम निबंधक कार्यालय नं. १ लातूर
मुद्रांक विकल घेणान्याची

4962 दि. 26/05/2022
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मुपीन सातार नोदली, मुंबई
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AGREEMENT FOR HOSPITAL LABORATORY MANAGEMENT SERVICES

This Agreement for Hospital Laboratory Management Services ("Agreement") is made and entered into on the 27th day of May 2022 ("Execution Date") and effective as on 01st day of July 2022 ("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



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पत्रांक विक्री नोंदवही अ.क्र. 4963 दि. 26/05/2020
पत्रांक शुल्क रक्कम + 00/-
मुद्रांक विकत घेणाऱ्याचे नांव तुषीन शायरमो शेरी, मुंबई

हस्त, असाहकार नाथ व पत्ता
परवानाधारक मुद्रांक विक्रेत्याचा
प.क्र. 100/2020
मुद्रांक विक्रेत्याचे ठिकाण,
पत्ता : एम.एस.मुळे,
दुय्यम निबंधक कार्यालय नं. 1 लातूर
मुद्रांक विकत घेणाऱ्याची

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AND

LATUR FERTILITY CENTER PRIVATE LIMITED, a company incorporated under the laws of India having its registered office at Barmade Hospital & Life Advanced Test Tube Baby Center, Opposite Datta Mandir, Adarsh Colony, AUSA Road, Latur, Maharashtra 413531 and holding Permanent Account Number AACCL3086C (hereinafter referred to as "Hospital", which expression shall unless repugnant to or inconsistent 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



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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 situated at Plot No - C 533, Pawane MIDC, TTC Industrial Area, Navi Mumbai - 400710, Maharashtra along with necessary expertise, resources and infrastructure to carry out and to perform the pathological tests and services.
- [c] The Hospital is presently running only one (1) unit of hospital, namely; **LATUR FERTILITY CENTER PRIVATE LIMITED** including both Outpatient Department Care (OPD) and Inpatient Department Care (IPD)/ Intensive Care Unit (ICU) services, in Barmade Hospital & Life Advanced Test Tube Baby Center, Latur, State of Maharashtra.
- [D] The Hospital is desirous of availing the Hospital Laboratory Management (HLM) 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.

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.



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- 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 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



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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. "**Hospital Centres**" shall mean the various centres of the Hospital located in India as more specifically referenced in **Annexure I** to this Agreement.
- 1.12. "**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 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).
- 1.13. "**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.
- 1.14. "**Premises**" shall mean the defined premises more specifically described in clause 4.1.1., to be provided by the Hospital at the Hospital Centres referenced in **Annexure I** to this Agreement.
- 1.15. "**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



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and or any other legal entity recognized as such under the applicable laws of India.

- 1.16. **"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.
- 1.17. **"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 (i) 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 (ii) 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.
- 1.18. **"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 Standard Operating Procedures (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.
- 1.19. **"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.
- 1.20. **"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.
- 1.21. **"Term"** shall mean the period as described in Clause 7 below.
- 1.22. **"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;



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- 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 each of its Hospital Centres as per the details provided in **Annexure I**, to enable the Company to set up and run the laboratory ("the said Lab") and provide the HLM Services ("the Services") pursuant to and for the entire Term 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 requirement 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 between the Parties that the special terms should over-ride the clause in this Agreement.
- 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 five hundred square feet (500 Sq. ft.) ("Premises") in each of the Hospital Centres to the Company for setting up the laboratory for providing HLM Services to the Hospital. 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 HLM 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



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Services in accordance with Applicable Laws, SOPs 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. The Hospital will provide a separate electricity sub-meter and the Company shall pay the charges as per the actual bill issued by the electricity service provider.
- 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:** The Hospital shall provide support services like security to the Company and shall further ensure that all hazardous and non-hazardous biomedical waste disposal related activities and garbage disposal etc. are taken care off by the Hospital itself. 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.
- 4.1.7 **Approvals and Licences:** The Hospital shall be responsible for all Approvals required to run and operate the laboratory. The 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. The 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:** The 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:** The Hospital shall send its OPD patients to the said Lab of the Company for availing the HLM Services along with the "test request



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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:** The 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 the Hospital would be on Dual Branding Letter Head, i.e. with the logo of both the Company as well as the Hospital.
- 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 twelve (12) months' time, any delay from NABL side is additional. The overall cost expected for NABL Accreditation will be INR 3,00,000/- (Rupees Three Lakhs Only) which will be shared between the Hospital and the Company on revenue sharing basis, which means the Hospital will be charged INR 1,50,000/- (Rupees One Lakhs Fifty Thousand Only) post successful NABL Accreditation. The Hospital will provide documentations support to apply for NABL Accreditation, which is required to enable this.
- 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 two hundred (200) patients free of cost Sugar/Cholesterol/TSH per month to promote the Hospital and the Company outside hospital only - Joggers Park, Public Places, Residential Complex - RWAs.
- 4.1.16 **Paper Advertisement:** The Company shall in its sole discretion will advertise in the marathi edition of local newspaper circulating in Latur, State of Maharashtra.

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 II**.
- 4.2.2 **Maintenance and 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 **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 the



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- Company 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 Quality Control (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 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 (i) availability of the tests with necessary instruments which have already been installed at the Hospital and (ii) monthly minimum seventy percent (70%) volume commitment of test compared to pack size for e.g. if prostate-specific antigen (PSA) test pack size is of hundred (100) tests on the installed machines at the Hospital, the minimum billing guarantee shall be of seventy (70) tests monthly.
- 4.2.8 **Sample Collections:** Sample collection for all IPD and OPD cases would be carried out in wards/ICU/OT or any other areas defined by the Hospital, by the Company. 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 the 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 and Logistics:** The Company will provide manpower and logistics support for transporting samples which will be done in its reference



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- 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 be responsible in getting the correct report from such third party. The Hospital will not directly interact with the third party for such outsourced services. The possible parameters will be performed in-house based on load on 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 and the Hospital.

5. MINIMUM GUARANTEE BILLING

- 5.1 The Hospital agrees to ensure a minimum net billing per month of INR 5,00,000/- (Rupees Five Lakhs only) and take all necessary steps for the same.
- 5.2 The Hospital agrees to pay Minimum NET Billing Guarantee of INR 5,00,000/- (Rupees Five Lakhs only) per monthly cycle.

6. FEES AND PAYMENT TERMS

- 6.1 The Company will issue the bills and the Hospital shall pay the same by cheque in the name of "Lupin Healthcare Limited" along with copy of Hospital Account PAN Copy for Account Registration and credit bill facilitation on the one (1) month billing average.
- 6.2 The Hospital shall bill their patients/clients as per their own defined pricing, and the Company will charge to Hospital on net pricing model as per the discount structure (mentioned below) on existing MRP of the 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.
- 6.3 The Company shall submit invoice on fortnightly basis as per the discounts mentioned herein below:



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Test Category	Type of test	Percentage (%) of Discount
A	Routine Speciality Tests	50%
B	Except categorised tests as In-house	50%
C	Government Controlled Tests like COVID-19 PCR, Dengue and others	7%
D	Central Government Health Scheme and GHS & Related Schemes	7%

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.

- 6.4 The Company shall provide seven percent (7%) discount on the Net Billing for samples that are collected outside the Hospital and have been processed within the lab of the Hospital.
- 6.5 There will be free of cost testing on billing Net Price with a monthly cap of INR 10,000/- (Rupees Ten Thousand only) per month with the prior written approval from Zonal Sales Manager (ZSM) or Business Operations Head (BOH) of the Company.
- 6.6 The Company will provide fifty percent (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 in advance.
- 6.7 The 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.
- 6.8 The Company will also provide a statement of account fortnightly, in the name of the Hospital giving full details of each patient/client, particulars of tests conducted, fee charged and also international transportation charges, wherever applicable.
- 6.9. As mutually agreed between the Parties, payment should be processed by the Hospital within fifteen (15) days after submission of the bills and transferred to the Company account as per the agreed payment terms. In case of delay beyond fifteen (15) days, the Hospital shall be liable to pay the Company interest @ eighteen percent (18%) per annum on the outstanding amount till the date of payment. The Company agrees to provide "NO DUES" certificate to the Hospital once in every six (6) months.
- 6.10 The accounts in respect of the diagnostics/pathology revenues collected by the Hospital will be audited by the Company at its own cost.



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- 6.11 The Hospital hereby agrees to make available all necessary accounts and information for auditing purposes to the Company to determine the Net Revenue.
- 6.12 The net billing price shall be subject annual escalation at the rate of five percent (5%) per annum.
- 6.13. GST will be charges as applicable.

7. TERM

7.1 This Agreement will be valid for a period of **five (5) 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.

7.2 **Minimum Assurance Period:** The 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 the Hospital shall be a mandatory requirement for all the purposes under this Agreement and any violation by the Hospital in this regard shall be treated as material breach of the terms of this Agreement and accordingly the Hospital acknowledges that it shall be unconditionally liable to pay the Company an amount equal to preceding three (3) months total billing as damages towards the said material breach.

8. STATUTORY COMPLIANCES

8.1 The Hospital shall ensure to make 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.

8.2 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 the Hospital for timely compliance of such acts and rules, as and when requested by the Hospital.

8.3 The Hospital shall comply with all applicable laws, including any data protection or security laws and be responsible for any data breach and any costs and consequences as a result of any such data breach. The Hospital shall put in place necessary security measures to protect the privacy and personal information of the Company and/or its employees, patients, staff etc.



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9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 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.
- 9.2 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.
- 9.2 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 printable (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.) and (ii) staff uniforms, etc. for the purpose of this Agreement.
- 9.3 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.

10. INDEMNIFICATION

- 10.1 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's 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.

11. CONFIDENTIALITY



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- 11.1 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.
- 11.2 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.

12. LIMITATION OF LIABILITY:

- 12.1 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 the Company for such services.
- 12.2 All the medico legal liability relating to the Medical Services given by the staff of the Hospital in the Hospital in respect of the medical services and treatment shall be the sole and exclusive responsibility of the Hospital. The Hospital shall indemnify the Company for Hospital's 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. The 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 defence, settlement or compromise and or in any manner making any submissions that is prejudicial to the interest of the Company.
- 12.3 The Company shall be solely and completely liable and responsible for all claims / complaints / cases and the like that may be filed by any patient who avails the diagnostic services of the Company and all the liability towards any such litigation including legal costs shall be the sole responsibility and



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liability of the Company and the Hospital shall be fully indemnified in this regard. The Company agrees and confirms that the Company 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 Hospital duly informed of such defence, settlement or compromise and or in any manner making any submissions that is prejudicial to the interest of the Hospital.

- 12.4 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. The 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.

13. TERMINATION

- 13.1 The Company may terminate this Agreement by giving ninety (90) days prior notice without assigning any reason. However, the Hospital may terminate this Agreement by giving ninety (90) days prior written notice without assigning any reason, only, upon completion of the Minimum Service Assurance Period of three (3) years as per Clause 7.2 of this Agreement.
- 13.2 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 had brought or acquired, and the consumable inventory as on the date of termination, leaving behind all furnished infrastructure and equipment owned by the Hospital
- 13.3 Upon expiry or early termination, the Hospital agrees to provide full cooperation to allow the Company to remove all the infrastructure/equipment referenced in **Annexure II** and or subsequently installed and kept in the Premises, peacefully and without any hindrance or objection.

14. FORCE MAJEURE:

Except for any obligations to make payments to the other Party hereunder,



[Handwritten signature]

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.

15. 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:	Attn: Mr. Ravindra Kumar Vice President- Diagnostics E-mail: ravindrakumar2@lupindiagnostics.com Phone: 9000142873
ii]To Hospital	Attn: Dr. Kalyan Barmade E-mail: kalyan_barmade@yahoo.co.in kalyanbarmade@gmail.com Phone: 9822994585

16. 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.

17. MISCELLANEOUS:

17.1 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.

17.2 Independent Parties: This Agreement is not intended to create, nor should it



Concealed

be construed as creating, and agency, joint venture, partnership or employer-employee relationship between the Parties. Each Party shall act solely as an independent contractor and shall have no right to act for or to sign the name of or bind the other Party in any way or to make quotations or to write letters under the name of the other Party or to represent that such other Party is in any way responsible for any acts or omissions of such Party.

- 17.3 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.
- 17.4 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.
- 17.5 Remedies: The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.
- 17.6 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.
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 Counterparts: This Agreement may be executed in any other number of counterparts, all of which together shall constitute one and the same Agreement, with the original to be retained by the Company. The Parties agree and confirm that this Agreement may be electronically signed and such electronic signatures appearing on this Agreement will be deemed to



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constitute handwritten signatures of such Party and shall be binding on the Party for the purpose of validity, enforceability and admissibility of this Agreement.



Handwritten signature

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

<p>SIGNED AND DELIVERED For and on behalf of LUPIN HEALTHCARE LIMITED</p>  <p>Signature: _____ By: Mr. Ravindra Kumar Its: Vice President Diagnostics</p>	<p>SIGNED AND DELIVERED For and on behalf of LATUR FERTILITY CENTER PRIVATE LIMITED</p>  <p>Signature: _____ By: Dr. Kalyan Barmade Its: Managing Director</p>
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ANNEXURE I

Details of the Hospital located in India:

Latur Fertility Centre- Barmade Hospital, Old Adarsh Colony AUSA Road Latur,
Latur - 413512, Maharashtra.



ANNEXURE II

List of In-house Instruments installed by the Company in the Hospital

1	Hematology	Horiba Yumizen H 500 6 Part
2	Biochemistry	Dry Chemistry Vitros 350
3	Immunology	Roche-E 411
4	Blood Grouping	Ortho clinical Semi-Automatic Machine



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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 : U93000MH2012PTC231137

2012 - 2013

मैं एतद्वारा सत्यापित करता हूँ कि मेरर्स

LATUR FERTILITY CENTER PRIVATE LIMITED

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

यह निगमन-पत्र आज दिनांक सोलह मई दो हजार बारह को मुंबई में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U93000MH2012PTC231137 2012 - 2013
I hereby certify that LATUR FERTILITY CENTER PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Mumbai this Sixteenth day of May Two Thousand Twelve.

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by MARPALLI RAGHUNATHA BHAT, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता
Mailing Address as per record available in Registrar of Companies office
LATUR FERTILITY CENTER PRIVATE LIMITED
BARMAD HOSPITAL, OLD ADARSH COLONY, AUSA ROAD,
LATUR - 413512,
Maharashtra, INDIA



लातूर शहर महानगरपालिका, लातूर

प्रपत्र - सी (पहा नियम - 5)

बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन अॅक्ट, 1949 चे कलम 5 अन्वये

क्रमांक : MC-57

नोंदणी / नुतनीकरण

बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन अॅक्ट, 1949 (मुंबई शुभ्रभागह नोंदणी अधिनियम) अन्वये

श्री / श्रीमती डॉ. ... **मनिषा जी. शिंदे (डॉ. मनिषा के. शिंदे)** रा. ... **लातूर**

वांचे **लातूर फटीलिटी सेंटर प्रा. लि. अंतर्गत बरमदे हास्पिटल औसो रोड**

नोंदणी क्रमांक : **MC-57** पूर्वीचा नोंदणी दिनांक : **30-8-2019**

नर्सिंग होम / मॅटर्निटी होम नोंदणीकृत केले असून सदरचे नर्सिंग होम / मॅटर्निटी होम मध्ये

ICU खाटाची संख्या : **05** प्रसूतीसाठीचे खाटांची संख्या : **40** इतर रुग्णासाठीचे खाटा : **10**

चालविण्यास नोंदणी / नुतनीकरण प्रमाणपत्र दिनांक 31 मार्च **2025** पर्यंत

खालील अटी व शर्तीस अधीन राहून नोंदणी / नुतनीकरणासाठी परवानगी देण्यात येत आहे.

- 1) शासनाच्या किंवा ICMR च्या मार्गदर्शक सुचनाप्रमाणे ICU आणि General Ward मधील खाटांची स्थिती किंवा संख्या किंवा इमारती मध्ये येण्याजाण्याचा मार्गोबाबत किंवा दराबाबत दिलेल्या सुचानानुसार कार्यवाही करणे बंधनकारक राहिल.
- 2) दरवर्षी फॉर्म B भरून घेऊन अग्निशमन विभागाचे फी भरणा करून नाहरकत सादर करणे बंधनकारक राहिल. अग्निशमन यंत्रणा सक्षम ठेवण्यासाठी विभागाने दिलेल्यासर्व सुचनांचे ततोतंत पालन करणे बंधनकारक राहिल. त्यासाठी स्वतंत्रपणे 24 तास कार्यक्षम अधिकारी व कर्मचारी नियुक्ती करून कार्यरत ठेवणे बंधनकारक आहे. आगीपासून कोणतेही घटना घडल्यास, त्यापासून होणाऱ्या दायित्वाची जबाबदारी संचालक मंडळावर राहिल.
- 3) धनकचरा तसेच जैव वैद्यकीय कचरा (Biomedical Waste) नियम 2016 प्रमाणे सर्व सुचनांचे पालन करणे बंधनकारक राहिल.
- 4) सदरचे (Registration) नोंदणी केवळ अधिकृतपणे बांधलेल्या इमारती पुरतेच मर्यादीत राहिल. (Registration) नोंदणी केल्यामुळे कोणतेही अनाधिकृत बांधकामाचा भाग नियमाकुल झाले असे समजता येणार नाही. त्यासाठी MRTP ACT 1966 च्या तरतुदीनुसार फौजदारी कायदेशीर कार्यवाही संपूर्णतः जबाबदारी संस्थेची राहिल.
- 5) कोणत्याही प्रकारचे साहित्यामध्ये किंवा मनुष्यबळामध्ये बदल झाला असेल तर किमान 7 दिवसांच्या आत नाव, पत्ता मो. नंबर प्रमाण पत्रासह माहिती आरोग्य विभाग मनपा येथे सादर करावे.
- 6) रुग्णालयाच्या Structure नकाशाकडे कसल्याही प्रकारचे बांधकाम करावयाचे असल्यास, मनपाची पूर्व परवानगी घेतल्याशिवाय करता येणार नाही. तसे आढळून आल्यास महाराष्ट्र प्रादेशिक नगररचना अधिनियम 1966 च्या तरतुदीनुसार रुग्णालयाचे संचालक मंडळ तसेच डॉक्टर स्वतः कार्यवाही प्राप्त ठरेल.
- 7) या नोंदणीसाठी किंवा रुग्णालयाच्या इमारतीतील खाटांच्या संख्या / व्यवस्थेबाबत / इलाजाच्या दराबाबत शासनाने तसेच मनपाने निर्गमित केलेले / आदेशाचे अमल बजावणी करणे / पालन करणे बंधनकारक राहिल.
- 8) दिलेल्या शपथपत्रानुसार अग्निशमन विभागाचे नाहरकत 3 महिन्यात सादर केले नसल्यास किंवा वरील एकही अटी / शर्तीचे उल्लंघन झाल्यास देण्यात आलेली सदर परवानगी आपोआप पूर्वलक्षी प्रभावाने रद्द झाल्याचे समजण्यात येईल.

ठिकाण - लातूर

दिनांक **29/4/2022**

आरोग्य अधिकारी तथा

स्थानिक पर्यवेक्षकीय अधिकारी

लातूर शहर महानगरपालिका, लातूर