

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.

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Description of the Composition of the

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, Santacuz(East)., MUMBAI, Mumbai City, Maharashtra, India, 400055



密路路路路路路路 प्रारुप 1 पंजीकरण प्रमाण-पत्र कॉर्पोरेट पहचान संख्या : U24100MH2011PLC214885 2010 - 2011 में एतदद्वारा सत्यापित करता हूं 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 18 Form 1 Certificate of Incorporation Corporate Identity Number: U24100MH2011PLC214885 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. under my hand at Mumbai this Seventeenth day of March Two Thousand उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies महाराष्ट्र, मुंबई Maharashtra, Mumbai यालय 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

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व्यापार प्रारंभ करने का प्रमाण-पत्र कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में कॉर्पोरेट पहचान संख्या : U24100MH2011PLC214885 मैं एतदद्वारा सत्यापित करता हॅ 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 प्रपन्न 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 मृंबई में जारी किया जाता है। 路路路路路路路路路 Certificate for Commencement of Business Pursuant of Section 149(3) of the Companies Act, 1956 Corporate Identity Number: U24100MH2011PLC214885 ! 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 Given under my hand at Mumbai this Thirtieth day of March Two Thousand (V ELANGOVAN) उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies महाराष्ट्र, मुंबई Maharashtra, Mumbai कम्पनी रजिस्टार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता Malling Address as per record available in Registrar of Companies office: Lupin Healthcare Limited

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159, C.S.T. Road, Kalina,, Santacruz (E),,

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महाराष्ट्र MAHARASHTRA

**1** 2021 **1** 

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प्रधान मुद्रांक कार्यालय, मुंबई प.मु.वि.क. ८०००० १ १ 2 3 SEP 2021

AGREEMENT

श्री. सी. हि. 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:

MUMBAI INDIA

- 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.
- 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

THC.

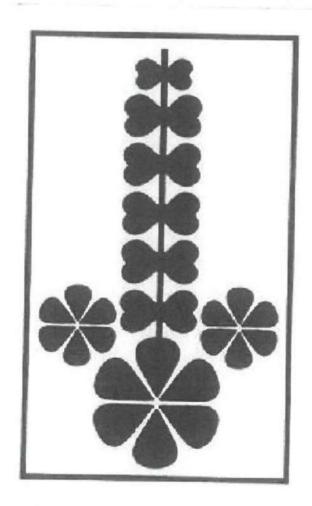
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Sunil Makharia Director & CFO

Data: 29 9 201

Lupin Ltd. Legal Dep.

Agt. Code 10023587

















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### INDIA NON JUDICIAL

### **Government of Uttar Pradesh**

e-Stamp

MRITYUNJAY KOSHWAHA Acc Code-1472 804 Lie No.-988 District Count Prayagraj Mob. 7691720574

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-UPUP1472780457040588848096V

J P MEMORIAL HOSPITAL

Article 5 Agreement or Memorandum of an agreement

Not Applicable

LUPIN DIAGNOSTICS LTD

J P MEMORIAL HOSPITAL

J P MEMORIAL HOSPITAL

600

(Six Hundred only)



Please write or type below this line.

### AGREEMENT FOR HOSPITAL LABORATORY MANAGEMENT SERVICES

This Agreement for Hospital Laboratory Management Services ("Agreement") is made and entered into on the 11th day of April 2023 ("Effective Date") by and between

LUPIN DIAGNOSTICS LIMITED (FORMERLY KNOWN AS 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

JP MEMORIAL HOSPITAL, a Sole Proprietary Concern owned by Dr. Rekha Srivastva having its principal place of business at 58, Mahatma Gandhi Marg, George Town, Prayagraj, Uttar Pradesh-211002, holding Permanent Account Number ASMPS6286N (hereinafter referred to as "Service Provider" which expression shall unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include the heirs, executors, administrators and assigns of the Sole Proprietor) of the Other Part;

The Company and the Hospital may hereinafter collectively be referred to as the "Parties" 0004408595

and individually as the "Party.

FOR LURIN DIAGNOSTICS LIMITED Agreement Code:10027257

J.P. MEMORIAL HOSP The authenticity of this Stamp certificate strictly beautiful to the Net State App received in the State of this Stamp certificate and as avoidable of the Net State App received in the 1888, M.G. Marg, George To...

The critis of checking the legitimacy is on the cast of the certificate

3. In case of any discrepancy please Inform the Competent Authority

Prayagraj

### **GOVERNING LAW AND JURISDICTION:** 15.

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 Prayagraj(Allahabad High Court).

### **MISCELLANEOUS:** 16.

- Entire Agreement: This Agreement contains the entire understanding between the 16.1 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.
- Amendment: No amendment or waiver of any provision of this agreement nor consent 16.2 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
- Waiver: No failure on the part of any Party to exercise, and no delay in exercising, any 16.3 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.
- Remedies: The remedies herein provided are cumulative and not exclusive of any 16.4 remedies provided by Applicable Law.
- Severability: If any provisions of this Agreement are declared to be invalid, 16.5 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.
- No Third-Party Rights: Nothing in this Agreement is intended or will be construed to 16.6 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.
- Good Faith: upon the execution of this Agreement, each of the Parties hereto shall be 16.7 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.
- Expenses: Each Party hereto will bear the legal, accounting, and other expenses 16.8 incurred by such Party in connection with the negotiation, preparation and execution of this Agreement and the documents and transactions contemplated hereby.
- Independent Parties: This Agreement is not intended to create, nor should it be 16.9 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.

Agreement Code :10027257

58, M.G. Marg, George Towin

- 14.3 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.
- 14.4 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 II, and or subsequently installed and kept in the Premises, peacefully and without any hindrance or objection.
- 14.5 Expiry or early termination of this Agreement for any cause shall not release or prejudice: (a) a Party from any liability which at the time of expiry or early termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such expiry or early termination; or (b) any provision which by its nature is intended to survive expiry or early termination, including clause 4.2.13 (NABL Accreditation), clause 5 (Minimum Guarantee Billing), clause 7 (Security Deposit), clause 8(Statutory Compliance), clause 8 (Intellectual Property) clause 10(Indemnity), clause 11 (Confidentiality), clause 17 (Notice), clause 18 (Governing Law and Jurisdiction) and this clause 16.4.

### **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.

### 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@lupindiagnostics.com Phone:
ii]To Hospital	[a]	Attn: Retcha Savara ra E-mail: Phone: Ketan svi @ gmail. Com

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Agreement Code: 10027257

J.P. MEMORIAL HOSPITAL
58, M.G. Marg, George Town
Prayagrai.

Confidentiality obligations under this Agreement will survive the expiry or early 12.2 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.

### LIMITATION OF LIABILITY: 13.

- Notwithstanding anything stated herein, in no event, shall the Company be made 13.1 liable (including through indemnification) in an amount to exceed the fee received by it for such services.
- All medico legal liability (excluding pathology services provided by the Company) 13.2 relating to any services given by the staff of the Hospital at the Diagnostic Centre shall be the sole and exclusive responsibility of the Hospital. However, all medico legal liability pertaining to the pathology services, the Company shall be solely responsible for the same. The Hospital agrees and confirms that the Hospital shall not enter any settlement or compromise with such third parties in respect to any such claim or complaint, without seeking the Company's prior consent of such defense, settlement or compromise and shall not in any manner make any submissions that are prejudicial to the business interest and or reputation of the Company.
- To the fullest extent permitted by Applicable Law neither Party nor its Affiliates shall 13.3 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..

### 14. TERMINATION

- The Company may terminate this Agreement by giving ninety (90) days prior notice 14.1 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 (7.2) of this Agreement.
- Notwithstanding anything to the contrary contained herein, the Parties shall be 14.2 entitled to terminate this Agreement by issuing a letter of termination and may initiate legal action on the occurrence of any of the following:

Either Parties goes into liquidation whether voluntary or compulsory or enters i. a compromise with its creditors.

If a Receiver is appointed for any part of the other Party's property. ii.

Either Party breaches any of its obligations under this Agreement and fails to iii. remedy a breach that is capable of being remedied within thirty (30) days of receipt of a notice. Both Parties understand that there are breaches that may be incapable of remediation and for such breaches, each Party shall have the right of immediate termination.

Agreement Code: 10027257 FOR KOPIN DIAGNOSTICS LIMITED

Reicha Sovarlaine

J.P. MEMORIAL HOSPITAL 58, M.G. Marg, George Town

Prayagraj

9.2 The Hospital and the Company shall comply with all Applicable Laws including provisions of labour laws data protection or such other security laws etc.

### 10. INTELLECTUAL PROPERTY RIGHTS

10.1 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.

10.2 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.

10.3 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

10.4 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.

### 11. INDEMNIFICATION

Both Parties shall indemnify each other and agrees to keep indemnified and hold 11.1 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 HLM 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.

### 12. CONFIDENTIALITY

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.

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Agreement Code:10027257

J.P. MEMORIAL HOSPITAL 58, M.G. Marg, George Town: Prayagraj

- 6.11 The net billing price shall be subject to annual escalation at the rate of five percent (3%) per annum.
- 6.12 GST will be charged as applicable.

### 7. SECURITY DEPOSIT AND FINANCIAL ASSURANCE

- 7.1 The Company shall place with the Hospital a sum of Security Deposit") as and by way of a refundable security deposit ("Security Deposit"). The Security Deposit will remain with the Hospital during the Term of the Agreement and shall be refunded to the Company immediately upon receipt of a notice of termination and or upon expiry of this Agreement, without any demur, protest of any kind.
- 7.2 The Hospital agrees and undertakes to deposit with the Company, minimum of three (3) undated, signed blank a/c payee cheques issued in favour of the Company. The Hospital irrevocably authorizes the Company, that upon the expiry or early termination of this Agreement, to fill in the date and amount and present the cheque to the Bank for encashment. The Hospital acknowledges that irrespective of the ground of termination, the Hospital is liable to forthwith pay to the Company, the amount provided pursuant to clause 7.1 above. The Hospital undertakes to accept full and complete liability of each cheque, if dishonoured, when presented to the Bank for encashment. The Hospital acknowledges that should the Hospital default in discharging its liability as mentioned above, then notwithstanding the Company's rights pursuant to this Agreement and or under law or equity, the Hospital shall be liable to pay to the Company, interest at the rate of eighteen percent (18%) per annum, for delay in refunding the afore stated amount till the date of the actual refund of the Security Deposit.

### 8. TERM

- 8.1 This Agreement will be valid for a period of 3 (Three) years from the Opening Date. ("Term"). Upon expiry, Agreement may be renewed for an additional period of Two (2) years upon mutually agreed terms in writing. The Parties shall intimate its intention to renew at least two (2) months prior to expiry of the Term.
- 8.2 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 accordingly Hospital acknowledges that it shall be unconditionally liable to pay the Company an amount equal to preceding 3 months total average billing as damages towards the said material breach.
- 8.3 The Hospital further acknowledges that it will not set up any additional diagnostic centre/ laboratory/ collection in the same vicinity, without the prior written consent of the Company.

### 9. STATUTORY COMPLIANCES

9.1 The Hospital shall be solely responsible and liable to ensure prompt payment of statutory levies and taxes made or demanded in respect to the operations of the Diagnostic Centre. The Hospital shall procure all licenses and permits necessary to operate the Diagnostic Centre. The Company shall comply with all statutes, ordinances and regulations applicable to the conduct of its HLM Services here under with the help of Hospital.

Agreement Code:10027257

J.P. MEMORIAL HOSPITAL 58, M.G. Marg, George Town, Prayagraj

### 6. FEES & PAYMENT TERMS

- 6.1 Upon execution of this Agreement, the Hospital shall provide the Company, detail of the Hospital's bank account, PAN copy and other requisite details for account registration with the Company and for the purpose of the setting up operations pursuant to this Agreement.
- 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 Diagnostic Centre.
- 6.3 The Company shall submit invoice on monthly basis as per the discounts mentioned herein below:

Sr. No	Key Lights	Description	Model Net Price	
Α	Inhouse tests (Annex II)	Net Price		
В	Rest Routine all test (In-House)	Flat discount	45%	
С	Rest Routine all test (NRL/OS)	Flat discount	35%	
D	Specialized Tests	Flat discount	30%	
E	Super-Specialized Tests	Flat discount	30%	
F	Packages/panels	Health Check panel/ Any customised panel	25%	
G	Govt. /State Health Scheme/CGHS	Flat discount	10%	

- 6.4 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.
- 6.5 In addition to the above, the Company shall provide five percent (5%) discount on the Net Billing for samples that are collected outside the Hospital and have been processed within the Diagnostic Centre.
- 6.6 The Company will provide worth free test for The Hospital. (On a monthly disposal basis)
- 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 monthly, 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, including any samples collected by the Company and processed in the Diagnostic Centre.
- 6.9 As mutually agreed between the Parties, payment should be processed by the Hospital within thirty (30) days after submission of the bills and transferred to the Company account as per the agreed payment terms. In case of delay beyond thirty (30) 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 accounts in respect of the diagnostics/pathology revenues collected by the Hospital will be audited by the Company at its own cost. The Hospital hereby agrees to make available all necessary accounts and information for auditing puroses to the Company to determine the Net Revenue.

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- 4.2.6 **Qualified Pathologist:** The Company would appoint a qualified MD Pathologist, including a Lab Technician to be stationed at the said Lab 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.
- 4.2.8 Sample Collections: Sample collection for all IPD cases would be carried out in wards/ICU/OT or any other areas defined by Hospital by the staff nurse of Hospital. However, in emergencies, the Company staff shall support for sample collection in ICU/IP Wards. 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). The Company would not take responsibility of samples been handed over to any other person or party 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 Manpower & Logistics: The Company will provide manpower and logistics support for transporting samples received at the Diagnostic Centre for further testing to any of its reference laboratories. In addition, the Company will also deploy dedicated sales staff for promotional activity of the Hospital and the Company.
- 4.2.11 **Unforeseen Circumstances**: If due to any unforeseen circumstance, e.g., delay in customs clearance of reagents, instrument malfunctioning and for any Force Majeure Events, beyond the Company's control, then it will make reasonable efforts to get such tests carried out from any third party of its choice. The Hospital will not directly interact with the third party for such outsourced services.
- 4.2.13 NABL Accreditation: 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 to the Company for the same. The estimated cost for the NABL accreditation is approximately Rs.3,00,000/- (Rupees Three Lakhs Only). Parties agree and acknowledge that all costs towards the fees and expenses for obtaining such certifications/licences shall be shared equally between the Company the Hospital.

### 5. MINIMUM GUARANTEE BILLING

5.1 Hospital commits to pay a minimum Net billing of necessary steps for the same.

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- 4.1.7 Approvals and Licences: The Hospital shall be responsible for all Approvals required to run and operate the Diagnostic Centre within the Hospital. 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 Approvals by the Hospital shall entitle the Company to terminate the 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 true 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 requiring any pathological or diagnostic or clinical investigation or other testing would be referred to the Diagnostic Centre and or to the Company for providing the HLM Services, unless such tests or investigation are not available or conducted by the Company and confirmed by the Company in writing.
- 4.1.9 Company's SOP: Hospital shall send its OPD patients 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. It has been agreed between the parties, that except in certain emergency cases/exceptional circumstances, normally all samples for testing under this Agreement shall be collected by the concerned phlebotomist/staff of the Company. On Emergency Circumstances, Hospital can depute their resource to collect samples for IPD and ICU. Vacutainers and other consumables to facilitate testing would be provided by the Company.
- 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 the Hospital would be on Hospital Dual Branding Letter Head.
- 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.

### 4.2 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 per Annex III and equivalent)
- 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 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.

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### 3. SCOPE

3.1 The Hospital shall provide dedicated Premises to the Company to enable the Company set up and run the laboratory ("the Diagnostic Centre") and provide the HLM Services pursuant to and for the entire duration of this Agreement.

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

### 4. OBLIGATIONS OF THE PARTIES

4.1 Hospital shall be responsible to provide the following:

4.1.1. Premises: The Hospital acknowledges that the premises where the Diagnostic Centre is set up, more particularly described in Annexure 1 to this Agreement, is owned/leased by Hospital and the Hospital is in full and complete possession of the premises and is well and fully authorized to carry on providing healthcare services and diagnostic laboratory services from the premises and otherwise holds all required Approvals for running, operating, and providing the diagnostic and pathological services from such premises. The Hospital further represents that as on date, there are no encumbrances, liens or claims of any kind in respect to their title/rights to the lab and or the premises where the same is located. The Hospital further acknowledges that it is solely responsible for all rent, fees, taxes, outgoings and or payment of whatsoever nature required to be paid for the use of the premises as a Diagnostic Centre. The Hospital shall formally hand over sufficient space in the Diagnostic Centre, and shall clearly identify in writing all the equipment, instruments, fixtures, fittings, furnishings, and inventory in its possession and made available in the Diagnostic Centre to the Company and provide written authorization to the Company to set up, operate and provide the HLM Services in accordance with agreed upon SOPs and Applicable laws.

4.1.2 **Electricity, and Potable Water**: The Hospital shall ensure that electricity/ power supply and running potable water systems are available 24 X7 in the Premises and at all times to ensure smooth functioning of the Diagnostic Centre.

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 pan India.

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/UPS:** The Hospital shall provide the Company with an appropriate backup Generator/UPS facility and shall bear the cost of the fuel consumed.

4.1.6 Security Support, Sewage & Disposal Services: The Hospital shall provide adequate security for the Diagnostic Centre and shall further ensure that there is proper sewage/ drainage systems in place. The Hospital shall provide full and complete support to 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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- 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 a 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 collecting, 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.
- 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 [8] 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.

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- 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 include 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. "Diagnostic Centre" shall mean the laboratory from where the Company would setup, operate, function, offer and provide its HLM Services to the Hospital.
- 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 knowhow, 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);
- 1.12. "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 and further described in Annexure I to this Agreement.

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### 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 Plot No C 533, Pawane MIDC, TTC Industrial Area, Navi Mumbai – 400710, Maharashtra and several regional laboratories and satellite laboratories across India. The Company also has the necessary expertise, resources and infrastructure to carry out and to perform the pathological tests and services.
- [C] The Hospital is in the business of providing Outpatient Department Care (OPD) and Inpatient Department Care (IPD)/ Intensive Care Unit (ICU) services, in Prayagraj.
- [D] The Hospital is desirous of availing the Hospital Laboratory Management Services (hereinafter defined) from the Company 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 CONTAINEDTHE 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

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J.P. MEMORIAL HOSPITAL — 58, M.G. Marg, George Town Prayagraj 16.10 Change of Control: The Hospital shall provide a prior written notice to the Company for any change in its ownership or control. Any such change in ownership or control of the Hospital shall not prejudice the Hospital's obligations under this Agreement. In the event, the Company does not give its consent to such change; the Company shall be entitled to terminate this Agreement with immediate effect and without any cost or consequences thereafter. The Company shall not assign or transfer this Agreement without the prior written consent of the Hospital, except that the Company may upon prior written intimation make an assignment or transfer this Agreement to any of its affiliate or to a third-party successor. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Failure on Lupin Diagnostics' part to obtain the consent of the Hospital, shall automatically entitle the Hospital to terminate the Agreement on account of breach.

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

SIGNED AND DELIVERED
For and on behalf of
LUPIN DIAGNOSTICS LIMITED (FORMERLY KNOWN
AS LUPIN HEALTHCARE LIMITED)

BY:

BY:

SIGNED AND DELIVERED For and on behalf of J.P. Memorial Hospital

J.P. MEMORIAL HOSPITAL 58, M.G. Marg, George Town

BY: Dr. Rekha Srivastva ITS:Proprietor Prayagraj

Rekha Savarlary

MUMBAI MUMBAI

ANNEXURE -I PREMISES

Address - 58, Mahatma Gandhi Marg, George Town, Prayagraj, Uttar Pradesh-211002

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J.P. MEMORIAL HOSPITAL 58, M.G. Marg, George Tov Prayagraj Registration No: RMEE2119883



# Department of Medical Health & Family Welfare

Government of Uttar Pradesh

## RENEWAL OF MEDICAL ESTABLISHMENT CERTIFICATE

# OFFICE OF THE CHIEF MEDICAL OFFICER, Prayagraj

Certificate No: CMEE2493021

Issuance Date: 06/05/2024

This is to certify that the medical establishment having Name J. P. MEMORIAL HOSPITAL, Type HOSPITAL, Address 58 MAHATMA GANDHI MARG,

GEORGE TOWN, PRAYAGRAJ, UTTAR PRADESH - 211002 is operated by INDIVIDUAL PERSON(REKHA SRIVASTAVA) for providing InPatient(No. of bed-25)/Outpatient medical facilities MATERNITY (OPD & IPD) ULTRASOUND

PATHOLOGY. The medical establishment is registered with us for the period 06/05/2024 To 30/04/2025. The Medical establishment will be operated by the in-charge of the medical establishment according to the terms/details mentioned below as given in the application form.

### 1. Owner/Partner Details:-

S.No.	Name	Father Name	Mobile No.	Age	Address
	REKHA SRIVASTAVA	JAGAN NATH PRASAD SRIVASTAVA	99359033 03		58 MAHATMA GANDHI MARG, GEORGE TOWN, PRAYAGRAJ, UTTAR PRADESH - 211002

### 2. Person Incharge Details:-

2.1 Name: K P SRIVASTAVA

2.3 Qualification: MBBS

RIVASTAVA 2.2 Mobile No.: 9554670683 MBBS 2.4 Registration No.: 15998

2.5 Address: 58 MAHATMA GANDHI MARG,

### 3. Doctor Details:-

S.No.	Name	Qualification	Institution	Registration Type/No.	Job Type FULL TIME
	REKHA SRIVASTAVA	MBBS MS	MOTI LAL NEHRU MEDICAL COLLEGE ALLAHABAD	MCI / 18508	
2	K P SRIVASTAVA	MBBS	MOTI LAL NEHRU MEDICAL COLLEGE ALLAHABAD	MCI / 15998	FULL TIME

### 4. Paramedical staff Details:-

S.No.	Name	Qualification	Institution	Registration Type/No.	Job Type
	LALLO RAM	MEDICAL LABORATORY	INDIAN ELECTRO HOMEOPATHIC MEDI	NA / 5283 '	FULL TIME
2	NANDLAL MAURYA	MBES	CHILLAURA BABUGANJ PRAYAGRAJ	NA / 5693	FULL TIME

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This is a computer generated certificate. It does not require any signature. To verify the authenticity, validity and current status of the certificate, please check through the following URL:-http://localhost:6411/Public/ClericalNUH

Chief Medical Officer Prayagraj, Uttar Pradesh

Note: At the time of future inspection, if it is found that the In-charge of establishment as mentioned in the application form does not operate the institution, or violate the rules or if any other type of irregularity found in the working, then the registration of the institution can be cancelled without notice.