

AGREEMENT FOR PICK UP SERVICES

This Agreement for Pick Up Services ("Agreement") is made and entered into on the 1<sup>st</sup> day of April 2025 ("Effective Date") by and between

LUPIN DIAGNOSTICS 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

\_\_\_\_\_, a company incorporated under the laws of India having its registered office at \_\_\_\_\_ and holding Permanent Account Number \_\_\_\_\_ (hereinafter referred to as "Sample Pick Up Centre", 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;

OR

\* \_\_\_\_\_, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its principal place of business at \_\_\_\_\_ and holding Permanent Account Number \_\_\_\_\_, (hereinafter referred to as "Sample Pick Up Centre" which expression shall unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include the partner or partners for the time being of the said firm and their respective heirs, executors, administrators and the heirs of the last surviving partner) of the Other Part.

OR

\* RJS Homoeopathic medical college & RC, a Sole Proprietary Concern having its principal place of business at Kokamthan, Kopergaon and holding Permanent Account Number AADTK1824N (hereinafter referred to as "Sample Pick Up Centre" 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

OR

\* \_\_\_\_\_, an adult Indian Inhabitant having residing at \_\_\_\_\_ and holding Permanent Account Number \_\_\_\_\_, (hereinafter referred to as "Sample Pick Up Centre" 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.

**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 laboratories along with necessary expertise, resources and infrastructure to carry out and to perform the pathological tests.
- [C] The Sample Pick Up Centre is a hospital/ nursing home/ collection centre/ nursing home/ independent clinic/individual clinic operating from \_\_\_\_\_ and is desirous of getting the samples obtained by it picked up by the Company and tested by the Company at its pathological laboratories and provide the reports to the Sample Pick Up Centre for which the Company has agreed to do so on the terms and conditions mentioned herein below.



NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

**1. OBLIGATIONS OF THE PARTIES**

- 1.1 Sample Pick Up Centre shall:
  - 1.1.1 Keep the samples ready for pick up at the time as communicated by the Company.
  - 1.1.2 Maintain proper hygiene.
  - 1.1.3 Maintain an inventory and record of all consumable materials provided by the Company to it.
  - 1.1.4 Be responsible for all hazardous and non-hazardous biomedical waste disposal such as infected samples, used syringes/needles/tubes and other disposable materials etc and garbage disposal etc. and shall ensure that it has in place disposal/waste management systems as required under applicable laws.
  - 1.1.5 Be responsible for all approvals/ licenses required to run and operate the Sample Pick Up Centre and keep the approvals/ licences, valid and in full force.
  - 1.1.6 Ensure that the samples are properly marked with the requisite patient details including name, age, sex, residential address, and such other information as may be required for the testing/special investigations
  - 1.1.7 Charge patients, as per the directory of services and rates agreed between Sample Pick Up Centre and the Company, to all its patients. The Company shall provide the Sample Pick Up Centre the discounts on the various tests as per the details provided below:

Lupin Diagnostics Tests – Category	Discount on MRP %
Basic Pathology	—
Routine	—
Specialised	—
Super Specialised	—
Clinical Packages	—
Govt Test	—

Special Discount Tests ( as per annexure)

**2.1 OBLIGATIONS OF THE COMPANY:**

- 2.1.1 The Company shall ensure timely delivery of the Reports. The Company shall make arrangements for delivery of the physical Reports to the Sample Pick Up Centre and if required provide the link to enable the Sample Pick Up Centre to take a print out of the Reports on the letterhead provided by the Company.
- 2.1.2 The Company is not responsible if the samples are handed over to other than the representative deployed by the Company. If a sample is lost/damaged; a repeat sample shall be collected by the Company at no additional cost.
- 2.1.3 If due to any unforeseen circumstances or 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 and provide the report from such third party. The Sample Pick Up Centre will not directly interact with the third party for such outsourced services.

**3. INVOICE & PAYMENT TERMS**

- 3.1 The Company will issue invoices on a monthly basis and the Sample Pick Up Centre shall either pay the same within 30 days from the date of Invoices by cheque in the name of "Lupin Diagnostics Limited" or by RTGS/ NEFT. In case of delay beyond 15 (fifteen) days the Sample Pick Up Centre shall be liable to pay the Company interest @12% per annum on the outstanding amount till the date of payment. In addition, the Company will deactivate the client code and provide the services till the Sample Pick Up Centre pays the Company the outstanding dues with applicable interest.



OR

- 3.1 The Sample Pick Up Centre will make the payment on the same day at the time of delivery of the samples and Company shall issue the Invoice alongwith delivery of the Reports.

OR

- 3.1 The Sample Pick Up Centre will keep an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) with the Company. At the time of delivery of the Reports the Company will issue invoices and adjust the invoice amount from the advance amount lying with the Company. The Sample Pick Up Centre will ensure sufficient advance with the Company before each delivery of the samples. If at anytime the said amount of advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is not maintained with the Company, the Company will deactivate the client code till the time the Sample Pick Up Centre maintains the said advance

- 3.2 The Company will also provide a statement of account monthly, in the name of Sample Pick Up Centre giving full details of particulars of tests conducted, fee charged and the discounts.

**4. TERM**

- 4.1 This Agreement will be valid for a period of 3 (three) years from the Effective Date. ("Term"). Upon expiry, the Agreement may be renewed as may be mutually agreed by the Parties in writing.

**5. STATUTORY COMPLIANCES & APPLICABLE LAWS**

- 5.1 Sample Pick Up Centre shall ensure the payment of statutory levies and taxes made or demanded in respect of its operations.
- 5.2 Both Parties will comply with all Applicable Laws, including applicable Data Protections Laws.

**6. INDEMNIFICATION**

- 6.1 Both Parties shall indemnify each other and shall keep indemnified and hold harmless, defend, save, indemnify and hold harmless the other Party and its Affiliates, and their respective officers, directors, employees/staff, consultants and agents, ("Representatives") from and against any and all Losses arising out of, in connection with or relating to: (i) any breach by such Party or its Representatives of any of its representations or warranties, or (ii) non-fulfilment of or failure by such Party or its Representatives to perform any covenant, obligation or undertaking contained herein, or (iii) any breach of Applicable Law by such Party or its Representatives], or (iv) any third party Claim, from any Patient or client or customer, including any Claim that the Services availed, breaches any third party rights, including proprietary or personal rights of such third party or otherwise infringes upon any intellectual property rights vested in such third party, or (v) such Party or its Representatives' wilful misconduct, gross negligence or fraud. Such indemnity will be without prejudice to the other Party's rights under the Agreement or under Applicable Law, equity or tort and shall survive the expiry or prior termination of this Agreement.

**7. CONFIDENTIALITY**

- 7.1 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 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.
- 7.2 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.

8. **LIMITATION OF LIABILITY:**  
8.1 Notwithstanding anything stated herein, in no event, shall the Company be made liable (including through indemnification) in an amount to exceed the fee received by it for such services.  
8.2 All the medico legal liability relating to the Medical Services and treatment shall be the sole responsibility of Sample Pick Up Centre in respect of the medical services and treatment at the Sample Pick Up Centre in the Sample Pick Up Centre in respect of the medical services and treatment shall indemnify the Company for Sample Pick Up Centre and or its staff, employees and agent's negligence, fraud or willful misconduct, or any acts and or omissions in the course of providing services at the Sample Pick Up Centre. Sample Pick Up Centre 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 Sample Pick Up Centre and all the liability towards any such litigation including legal costs shall be the sole responsibility and liability of Sample Pick Up Centre and the Company shall be fully indemnified in this regard. The Sample Pick Up Centre agrees and confirms that the Sample Pick Up Centre shall not enter into any settlement or compromise with such third parties in respect to any such claim or complaint, without keeping the authorised representatives of the Company duly informed of such defense, settlement or compromise and or in any manner making any submissions that is prejudicial to the interest of the Company.

9. **TERMINATION**  
9.1 The Company shall have the right to terminate this Agreement if the Sample Pick Up Centre neglects, defaults, fails, and/ or breach any of the provisions of this Agreement and fails to cure such breach within fifteen (15) days from the date of written notice from the Company  
9.2 Notwithstanding what is stated herein, the Company may terminate this Agreement by giving ninety (90) days prior notice without assigning any reason.  
9.3 Upon termination or expiry of this Agreement as aforesaid, the Sample Pick Up Centre shall immediately pay to the Company, the full amount of money due to the Company as per the provisions of this Agreement Upon such expiry or early termination, the Sample Pick Up Centre shall immediately handover to the Company all unused Consumable Materials.

10. **FORCE MAJEURE:**  
Except for any obligations to make payments 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.

11. **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:  
To the Company: Attn: Mr. Ravindra Kumar  
E-mail: ravindrakumar2@lupindiagnosics.com  
To the Sample Pick Up Centre: Attn: Sagar Chorpade  
E-mail: sagarraje843@gmail.com



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- 12. **GOVERNING LAW AND JURISDICTION:**  
This Agreement shall be construed and governed by the laws of India. The Parties shall resolve any difference or dispute arising 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.
- 13. **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 for the exercise of any other right, power or privilege.

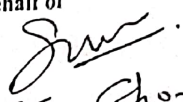
IN WITNESS WHEREOF, THE COMPANY AND SAMPLE PICK UP CENTRE HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DATE MENTIONED HEREINABOVE.

SIGNED AND DELIVERED  
For and on behalf of  
LUPIN DIAGNOSTICS LIMITED

BY:   
ITS: \_\_\_\_\_



SIGNED AND DELIVERED  
For and on behalf of

BY:   
ITS: Sagaz Ghospade





National Accreditation Board for  
Testing and Calibration Laboratories

**CERTIFICATE OF ACCREDITATION**

**LUPIN DIAGNOSTICS (LUPIN DIAGNOSTICS LIMITED)**

has been assessed and accredited in accordance with the standard

**ISO 15189:2022**

**"Medical laboratories - Requirements for quality and competence"**

for its facilities at

SHOP NO.4, ARCHIT SAI SQUARE, AHILYABAI HOLKAR MARG, NASHIK, MAHARASHITRA, INDIA

in the field of

**Medical Testing**

Certificate Number: MC-7258

Issue Date: 24/03/2025

Valid Until: 23/03/2029

This certificate remains valid for the Scope of Accreditation as specified in the annexure subject to continued satisfactory compliance to the above standard & the relevant requirements of NABL.  
(To see the scope of accreditation of this laboratory, you may also visit NABL website [www.nabl-india.org](http://www.nabl-india.org))

Name of Legal Entity: Lupin Diagnostics Limited

Signed for and on behalf of NABL



*Pankaj Johri*

Pankaj Johri  
Director

*N. Venkateswaran*

N. Venkateswaran  
Chief Executive Officer





National Accreditation Board for Testing and Calibration Laboratories

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**LUPIN DIAGNOSTICS (LUPIN DIAGNOSTICS LIMITED)**  
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**"Medical laboratories - Requirements for quality and competence"**

for its facilities at

C-533, PAWANE MIDC TTC INDUSTRIAL AREA, NAVI MUMBAI, THANE, MAHARASHTRA, INDIA

in the field of

**Medical Testing**

Certificate Number: MC-5498

Issue Date: 11/11/2024

Valid Until: 14/12/2025

This certificate supersedes the Certificate No. MC-5498 with issue date 15/12/2023 in view of the transition of Accreditation Standard from ISO 15189: 2012 to ISO 15189: 2022

This certificate remains valid for the Scope of Accreditation as specified in the annexure subject to continued satisfactory compliance to the above standard & the relevant requirements of NABL. (To see the scope of accreditation of this laboratory, you may also visit NABL website [www.nabl-india.org](http://www.nabl-india.org))

Name of Legal Entity: Lupin Diagnostics Limited

Signed for and on behalf of NABL



*N. Venkateswaran*  
N. Venkateswaran  
Chief Executive Officer

