



सत्यमेव जयते

**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

## **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that REDCLIFFE LIFETECH PRIVATE LIMITED is incorporated on this Thirtieth day of January Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85100UP2021PTC140992.

The Permanent Account Number (PAN) of the company is **AAKCR7631M** \*

The Tax Deduction and Collection Account Number (TAN) of the company is **MRTR08855A** \*

Given under my hand at Manesar this First day of February Two thousand twenty-one .

DS MINISTRY OF  
CORPORATE AFFAIRS 6

Digital Signature Certificate  
Shri VIKRAM SINGH

For and on behalf of the Jurisdictional Registrar of Companies  
Registrar of Companies  
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

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

**REDCLIFFE LIFETECH PRIVATE LIMITED**

No. H-55, 3rd Floor,, Sector 63,, Noida, Gautam Buddha Nagar, Uttar  
Pradesh, India, 201301



\* as issued by the Income Tax Department

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



Instrument Serial No. 22,941/21  
Date 17/12/21

F 917975

OFFICE SERVICE AGREEMENT

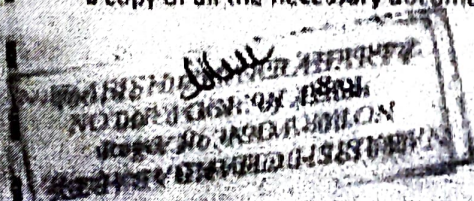
This office service agreement ("Agreement") is made at Guwahati on 17<sup>th</sup> day of December, 2021 by and between:

Shri. Shyamal Das bearing PAN No. ACIPD2359M and Aadhaar No. 689228075711 and Shri. Subimal Das bearing PAN No. ACIPD2358L and Aadhaar No. 509451942653, R/o H. No. 1, Sister Nivedita Path, Bhaskar Nagar, Guwahati – 18, Kamrup Metropolitan, Assam, hereinafter called the Lessor of Property; (which expression shall mean and include unless repugnant to the context thereof his heirs' legal representatives, executors and assignees etc.) of the First part

AND

M/s Redcliffe Lifetech Private Limited (Redcliffe Life Diagnostics), a Company incorporated under the Companies Act 2013, having its Registered Office at H 55, 3<sup>rd</sup> Floor, Sector-63, Electronic City, Noida-201301, India through its authorised signatory Mr. Saibal Dasgupta, Designation: Business Development Manager (duly authorized vide board resolution, dated- ) herein called the Lessee (which expression shall mean and include, unless repugnant to the context thereof, his heirs, administrators, legal representatives, executors and assignees etc.) of the Second part.

A. The Lessor has represented to the Lessee that he holds the right to Lessee property situated at Dag No. 238, 243 of KP Patta No. 723, 1166, Mouza: Beltola, Village: Odalbakra, Guwahati, Dist. Kamrup(M), Assam, India Comprising of OFFICE SERVICE AGREEMENT. The Lessor has provided a copy of all the necessary documents to the Lessee in support of his claim.



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- B. The Lessor has represented to the lessee that he is competent to let the said premises of lease for use by lessee for the purpose of carrying out medical businesses activities including but not limited for operations of Clinical Lab in the demised premises.
- C. The Lessor has agreed to grant the said premises on lease to the Lessee on rent and lessee has agreed to take the above said portion i.e. on rent /OFFICE SERVICE AGREEMENT to be used for the purpose of business activity.
- D. The Lessor has rented a total area of 1,730 Sq. Ft. approx. area on Second Floor to the Lessee for the commercial purpose and Lessee shall be entitled to use the said premises and Lessor shall not disturb the Lessee in day to day activities.

**NOW THIS RENT AGREEMENT WITNESSED AS UNDER**

1. The Lessor has granted the said premises to the Lessee as on rent for the period of initially 5 years. The Lessor and the Lessee agreed that a lock in period of 3 years in this office service agreement. The Lessee shall use the said premise and shall have no right on any other part of the building. This office service agreement not liable to termination / violation by either party during LOCK IN period 3 years.

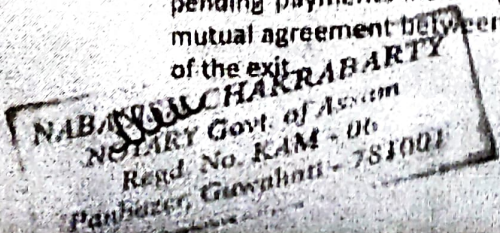
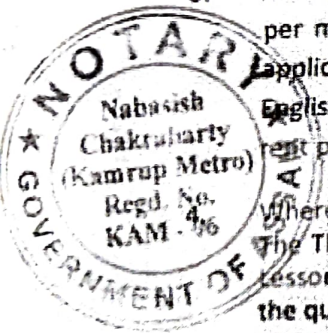
2. That the office service agreement is effective from 20/12/2021 for a period of 5 years and expired on 19/12/2026 with a lock in period of 3 years.

3. That the monthly charges for the above said agreed premises has been agreed to be Rs. 90,000/- per month to be paid equally to the lessors, i.e. Rs 45,000/- each plus GST or other taxes as applicable from time to time if applicable. This amount is to be paid on or before 10<sup>th</sup> day of each English calendar month. The rent will be increased after one year of the commencement of the rent period by 5 % and thereafter 5 % every year.

4. Wherever applicable, TDS is to be deducted by the Lessee from the monthly service charges due. The TDS so deducted is to be deposited with the Government against the PAN provided by the Lessor so that it reflects in Lessor, Form 26AS on quarterly basis of a particular Financial Year, for the quarters ending June, September, December and March respectively of that Financial Year. If TDS amount is not reflecting in our 26AS for any quarter/year, the Lessee has to pay the TDS amount so deducted but not deposited along with the Rent Amount without any TDS deductions for all subsequent months of the agreement.

5. The Rent for the premises shall commence one month after the handover of the property. That one month, rent free, will be given by the Lessor to the Lessee for setting up the Lab & Diagnostic Centre, immediately preceding to the commencement of this lease.

6. That the Lessee will give Rs. 2,70,000/- an interest free refundable security deposit equivalent to three months' rent at the time of execution of this Agreement to the lessors equally, i.e. Rs 1,35,000/- each through NEFT/RTGS having transact number \_\_\_\_\_ which is to be kept by Lessor for the entire rent period and will be paid back to Lessee after the expiry of lease period the lessee hands over the said premises to the Lessor, in case the Lessee defaults the lock in period then the lessor is having the right to forfeit the interest free refundable security deposit. Any pending payments including Lease Rent may be adjusted from the Security Deposit subject to mutual agreement between the Parties and remaining amount shall be refunded within 30 days of the exit.



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*Sulimul*  
*[Signature]*

*Sahil Dasgupta*

7. The Lessee shall use the common facilities, which is inclusive in rent, such as Main gate, lift, lift AMC, stair case and stair case lighting, water pump, drainage, common area housekeeping, common area lighting, common area plantation and maintenance plumbing upkeep etc with lessor and with other occupants of the building except the maintenance of occupied premises along electricity such will be done by lessee. All the maintenance cost is inclusive in the rent except the maintenance of occupied premises along with electricity such will be borne by lessee. The Lessor shall provide 20kva to the Lessee as a fixed load along with space for DG set to the Lessee.
8. That the Lessor has provided fully furnished i.e. Furnished Flooring, Main Glass Door, Main Safety Shutter and One water in-let and out-let in the demised premises which are handed over to the lessee in proper and sound working condition. The Lessee shall handover the same to the Lessor at the time of vacating of the deemed premises in proper and sound condition with normal depreciation.
10. That the Lessor shall not be responsible for the safety of goods machines, equipment or any other material articles belonging to the Lessee or any other person content with or visiting the Lessee nor shall the Lessor be liable for any loss or damage or injury to the property lying at the time in or around the said premises by reason of theft, fire, pilferage etc. Hence the Lessee must get its materials insured against fire, theft, pilferage etc.
11. The Lessee shall make arrangement for detection equipment as per by laws.

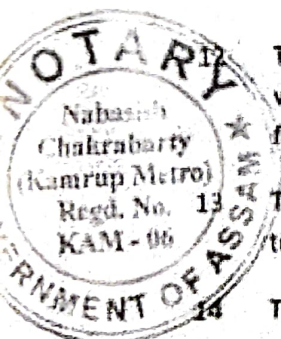
That the Lessor or their authorized representative shall be at liberty to inspect the premises within working hours' day or night with a prior notice of 24 hours and the Lessee shall have No Objection for the same.

That the Lessee shall not be entitled to sub-let or transfer the lease or occupancy of the premises to any other party.

That the Lessee shall be responsible of day to day maintenance of his portion of the building and is expected to keep it in good conditions. Lessee is not entitled to make any change of use or any alternations in existing structure of the building or add any structure without written permission of the Lessor.

15. That the lessee shall abide by the rules and regulations as per Guwahati authority and local bodies association. Lessee also shall abide all rules and regulation as per mentioned as per constitution of India, Lessee shall only use this premises for the lawful activities any kind of activity which is unlawful in nature of constitution them the lessor has all right to get vacate their premises. The Lessor doesn't bear any kind of responsibility to the business of Lessee.

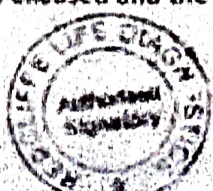
16. That the Lessee and Lessor shall abide by all the terms of this agreement. This agreement can be terminated under unavoidable circumstances due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God including but not limited to storm, floods, cyclone, earthquake and other natural calamity, pandemic and epidemic, acts of civil or military authorities, riots or civil disobedience, terror attacks, wars, strikes or labour disputes (other than those limited to the affected Party) (each, a "Force Majeure Event"); such Party's non performance or delayed performance shall be excused and the time for performance



*Suleemah*

*[Signature]*

NABASISH CHAKRABARTY  
 NOTARY, of Assam  
 Regd. No. KAM - 06  
 Panbazar, Guwahati - 781001



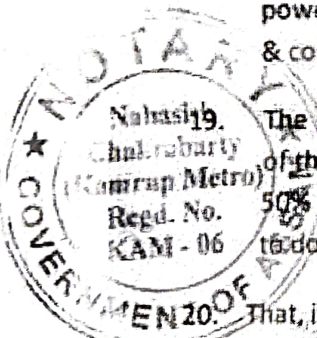
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shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

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- 17.1. That this rent agreement can be terminated by lessee by giving three months' notice in advanced only after completing the locking period of three years.
- 17.2. The Lessor can terminate this agreement when the lessee fails to pay rent for 2 consecutive months and the lessor has given the lessee a notice of 15 days to rectify the mistake.
- 17.3. That, if at any time any clause or part of this Agreement, is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unlawful, the lessor shall terminate the agreement by giving two months notice to the lessee,
18. That in case of any dispute or difference may arise between the parties hereto out of or under or in connection with this agreement or as to its construction meaning and/or effect or as or to the rights and liabilities of the parties here under the same shall be adjudicated by Arbitration. Such" arbitration shall be conducted in accordance with the provision of the Indian Arbitration Conciliation Act 1996 including any statutory modifications thereof, if any. The venue of such arbitration shall be Guwahati, India. In case of Arbitration, the Lessor and Lessee shall have the power to appoint one arbitrator mutually and to refer the matter for adjudication. The expense & cost of arbitration shall be borne by both the parties equally.



The stamp duty, registration charges and other miscellaneous expenses payable for registration of the Lease Deed shall be borne by the LESSEE and the LESSOR equally, i.e., the LESSEE shall pay 50% (fifty per cent) and the LESSOR shall pay the balance 50% (fifty per cent). The LESSOR agrees to do all such acts necessary to enable the LESSEE to register this Lease Deed.

That, it is the responsibility of the Lessor to obtain all the necessary approvals/licenses with regards to commercial use of the demised premises. For the purpose of carrying out medical business activities including but not limited to the operations of Clinical Lab in the demised premises.

21. That, it is the responsibility of the Lessee to obtain all such licences from the concerned authority, the lessor shall provide the lessee with the necessary documentation relating to the premises which will be necessary for the lessee to obtain all such licenses for its business activities.
21. That any request for waiver/discount of rent due to non-operation of the business as a result of pandemic shall be mutually discussed by both the parties. The Lessor shall under no circumstances be bound to waive off the rent by virtue of this agreement".

*Sulimul*

*Shimra*

*Sul*  
NABASISH CHAKRABARTY  
NOTARY Govt. of Assam  
Regd. No. KAM-06  
Panchayet, Govindpur - 781007



*Saibal Dasgupta*

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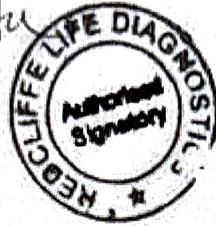
IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and place first above written.

Signed and delivered by and on behalf of Redcliffe Lifetech Private Limited (Redcliffe Life Diagnostics)

Signed and delivered by and on behalf of Lessor

*Saibal Dasgupta*

Signature



Name: Saibal Dasgupta  
Designation: Business Development Manager  
Redcliffe Lifetech Private Limited

*Sh. Shyamal Das*

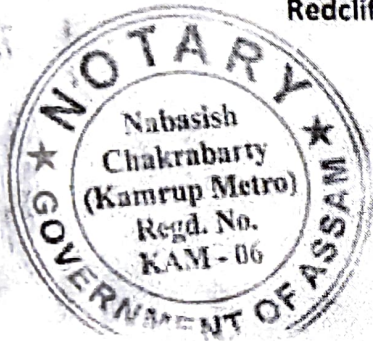
Signature

Name: Sh. Shyamal Das  
R/o H. No. 1, Sister Nivedita Path, Bhaskar Nagar, Guwahati, Kamrup Metropolitan

*Subimal Das*

Signature

Name: Sh. Subimal Das  
R/o H. No. 1, Sister Nivedita Path, Bhaskar Nagar, Guwahati, Kamrup Metropolitan



Witnesses:

1. *1. [Signature]*
2. *2. [Signature]*

Witnesses

- 1.
- 2.

*1. [Signature]*  
*2. [Signature]*

SIGNATURE ATTESTED BY ME ON IDENTIFICATION OF LEARNED ADVOCATE / ADVOCATE'S CLERK

*[Signature]*  
NABASISH CHAKRABARTY  
NOTARY KAMRUP METRO  
REGN NO: KAM 06

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