

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 .

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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

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



INDIA NON JUDICIAL

Signature Kanilce ACC Name - Kanika Aggarda Ac ACC Add - Noide - Hobbs - 18-55 License No. - 180/2029, Tehen & Daring - G &

Government of Uttar Pradesh

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.)

IN-UP93478727969961U

06-Jan-2022 12:43 PM

NEWIMPACC (SV)/up14013804/ GAUTAMBUDDH NAGAR 1/UP

GBN

SUBIN-UPUP1401380477545517348952U

REDCLIFFE LIFETECH PRIVATE LIMITED

Article 5 Agreement or Memorandum of an agreement

H-55, 3RD FLOOR, SECTOR-63, ELECTRONIC CITY, NOIDA, G.B.

NAGAR, U.P.

REDCLIFFE LIFETECH PRIVATE LIMITED

Not Applicable

REDCLIFFE LIFETECH PRIVATE LIMITED

100

(One Hundred only)



FOR REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

Please write or type below this line JN-UP93478727969961 L

LABORATORY TESTING SERVICE AGREEMENT

This LABORATORY TESTING SERVICE AGREEMENT ("Agreement") is made executed at New Delhi on this 17th day of January 2022:

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BY AND BETWEEN

REDCLIFFE LIFETECH PRIVATE LIMITED (REDCLIFFE LABS), a company

incorporated

under the Companies Act 2013, having its Registered Office at H55, 3rdFloor, Sector-63, Electronic City, Noida-201301, India through its authorized signatory Mr. Puneet Gupta, Designation: COO (is hereinafter referred to as the "FIRST PARTY" which expression shall, unless repugnant to the meaning and context thereof, be deemed to mean and include its business successors and permitted assigns) of the FIRST PART;

And

Goyal Hospital and Goyal Nursing Home, a company incorporated and registered under the Companies Act, 1956/2013 and having its registered office at Opposite Hanuman Mandir, Sector 8,Faridabad,Haryana-121006 and Purani Anaj Mandi,Hodal-121006(Palwal) India, through its Authorized Signatory Dr Kulbhushan Bhartiya (hereinafter referred to as the "SECOND PARTY"which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators, executors and assigns)OF THE SECOND PART.

Each party above named shall be referred to as a "Party" when referred to individually and shall be referred to as the "Parties" when referred to collectively.

RECITALS:

- A. WHERE AS the Second Party is presently running a Hospital under the name and style of Goyal Hospital and Goyal Nursing Home located at Opposite Hanuman Mandir, Sector-8. Faridabad, Haryana.
- B. WHEREAS First Party is engaged in the business of providing the services of conducting varied pathological tests and other testing or analysis for the purpose of determination of the nature of diseased condition, identification of a disease, or disorder.
- C. WHEREAS the Second Party has approached First Party to run and operate a pathological laboratory in Second Party's aforesaid Hospital for providing the pathology laboratory services at the Hospital for the Second Party's inpatients and outpatients including clients for preventive health checks.
- D. AND WHEREAS based on mutual discussions and the representations, First Party has agreed to enter into this Agreement with the Second Party to record the terms and conditions on which First Party shall run and operate the Services in the Second Party's Hospital.

For REDCLIFFE LIFETECH PRIVATE LIMITED Page 2of 15

And

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- D. AND WHEREAS based on mutual discussions and the representations, First Party has agreed to enter into this Agreement with the Second Party to record the terms and conditions on which First Party shall run and operate the Services in the Second Party's Hospital.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: FOR REDCLIFFE LIFETE ON PRIVATE LIMITED

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1. SCOPE

- During the Term of this Agreement or the extended term, as the case may be, the **Second Party** shall provide rent free designated area at its Hospital to **First Party** along with utilities, free of cost, adequate water supply, telephone (landline) & intercom facilities, air-conditioning, security services & housekeeping staff and sterilization services, required for running and operating the Services in the Hospital for the purpose of rendering the pathology laboratory services to the Second Party's inpatients and outpatients including clients for preventive health checks.
- 1.2 The Second Party provide electricity/power supply to the First Party and the Second Party shall pay charges towards electricity supplied, power consumption on actual basis as per the reading of sub-meter.
- 1.3 The First Party shall be entitled to use its brand name co-branded with Hospital of the Second Party for all correspondence, reporting of investigations and business transactions, as it may deem fit.
- 1.4 First Party shall use the Second Party's Hospital to perform the tests on the samples collected from outside (i.e. collection center network appointed by First Party), which shall be invoiced by First Party.

2. ROLE AND RESPONSIBILITIES OF First Party

- 2.1 First Party shall render the pathological services at the Second Party's Hospital and follow all medical, clinical and pathological standards in rendering the pathological services in accordance with the applicable laws.
- 2.2 First Party, at its sole discretion, shall invest and procure the equipment to be used at the Diagnostic Center and shall bear Administration Cost and Consumption Cost solely, as may be required, for making the Hospital operational during the Term of the Agreement and extension thereof, if any.
- 2.3 First Party shall deploy such number of adequately qualified and experienced technical persons/pathologists at the Second Party's Diagnostic Centre and shall bear the Manpower Cost solely, as it deems fit to carry out the Routine Tests and other services under this Agreement.
- 2.4 First Party shall maintain all relevant patient records in respect of the pathological investigations carried by them.
- 2.5 First Party shall install and commission the laboratory information management system ("LIMS") on their computer hardware at the Diagnostic Center. First Party shall ensure that LIMS is interfacing with the Hospital software for the purpose of effective and real time

For REDCLIFFE LIFETEON PRIVATE LIMITED

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- invoicing and reporting. First Party shall share reports from LIMS as per requirement of the Second Party's Hospital.
- 2.6 First Party shall provide the IT hardware (including computer system) at the Diagnostic Center and shall bear all related cost for the same.
- 2.7 Second Party shall be responsible for collection of amounts due from the patients who have availed the Services at the Hospital. Second Party shall pay the revenue sharing amount to the First Party as per the invoice raised by First Party on a monthly basis, as defined under Clause 4 of this Agreement.
- 2.8 REDCLIFFE will setup all the necessary instruments and manpower required to run the laboratory within 30 days of the site handover to REDCLIFFE from hospital side..

3. ROLE AND RESPONSIBILITIES OF THE Second Party

- 3.1 The Second Party shall provide rent free designated area at its Hospital to First Party along with utilities, free of cost, like adequate water supply, telephone (landline) & intercom facilities, airconditioning, security services and sterilization services required, for running and operating the Diagnostic Center for the purpose of rendering the pathology laboratory services to the Second Party's inpatients and outpatients including clients for preventive health checks. The Second Party shall ensure that the aforesaid facilities shall be available at the Hospital effectively, efficiently and uninterrupted during the Term of the Agreement and extension thereof, if any.
- 3.2 The Second Party's Hospital shall have a washroom and changing room facilities for patients or access to such facilities at a reasonable distance. The Parties agree and recognize that First Party shall have no right, title or interest in the Hospital which shall at all times be retained by the Second Party's Hospital and this does not create any tenancy rights in favor of First Party.
- 3.3 The Second Party shall obtain all the necessary licenses, approvals, permissions to run the Services in the Hospital and shall ensure the validity during the Term of this Agreement and extension thereof, if any. The Second Party shall provide the copies of all such licenses, approvals, permission to the First Party as and when required.
- 3.4 The Second Party shall provide the interior, furniture, chairs, light & fittings civil and engineering works at the Diagnostic Center and shall upkeep the same in the operational condition (interior as well as exterior) throughout the Term of this Agreement and extension, if any, as per the specification and recommendations of First Party. The cost of such facilities shall be solely borne by the Second

For REDCLIFFE LIFETECH PRIVATE LIMITED

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Party.

- 3.5 The Second Party shall ensure round the clock security at the Diagnostic Centre.
- 3.6 The Second Party shall bear all the cost of the infrastructure items including communication equipment, air conditioners, DG-Supply, etc. provided in the Second Party's Hospital and shall ensure upkeep of the same in proper working condition. The operating cost of such facilities shall be borne solely by the Second Party at all times during the Term of this Agreement and same shall always be as per the specification and recommendations of the First Party.
- 3.7 The Second Party shall ensure to maintain the Hospital at its own cost.
- 3.8 The Second Party shall display PCPNDT guideline at their Hospital. The Second Party shall in no case collect the sample or render such services which is capable of undertaking determination of Sex of Fetus and Sex Selection.
- 3.9 All consents and approvals for the consummation of the proposed arrangement including running of the Second Party's Hospital have been obtained by the Second Party and all such approvals are and shall remain in full force and effect and there are no other consents and approvals that are required from any third party for the consummation of the transactions envisaged herein. None of such consents and approvals is the subject of any pending or threatened review or attack by appeal or direct proceedings or otherwise. The Second Party shall be solely responsible for all the permissions, licenses and approvals to run and operate the Hospital and shall always keep the said licenses, approvals and permission in full force during the entire tenure of the Agreement. Any non-compliance of this provision by the Second Party, shall entitle First Party to terminate the Agreement with immediate effect, notwithstanding the lock-in period.

4. CONSIDERATION AND REVENUE SHARING

4.1 Revenue Sharing for routine tests are as mentioned under Annexure-1 of this Agreement.

For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

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Dr. Kushan Bhanisan M.B. S. Mykanacosic surdbon Senior Laproscosic surdbon Radd. No. 004634

- 4.2 First Party shall raise invoice upon the Second Party, on 1th of every month, for the Services rendered by it at the Hospital. Second Party needs to pay the amount as per invoice raised by the First party within 7 days of receipt of invoice. Any delay in the payment after the due date shall attract interest @ 18% p.a.
- 4.3 In case any test is not performed within First Party's network laboratory, First Party shall organize to get the same performed through the third parties or labs associated with the First Party. The cost of such tests shall be reimbursed by the Second Party on actual basis.
- 4.4 In case of requirement for research based esoteric tests due to academic inclination of the Diagnostic Centre which are not performed at First Party's network laboratories, First Party will organize to get the tests performed through its international affiliates.
- 4.5 In consideration for the role and responsibilities assumed by the Parties in terms of this Agreement, both Parties shall share the revenue in the manner as mentioned in Annexure-1of this Agreement.
- 4.6 All payments shall be subject to deductions of applicable taxes at source, if any.

5. REPRESENTATIONS AND WARRANTIES

Both the Parties represent warrant and undertake that:

- 5.1 Due Authorization: Both Parties have the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. When executed and delivered, this Agreement will constitute valid and legally binding obligations for both the Parties, enforceable in accordance with its terms.
- 5.2 No Conflict: The execution, delivery and performance by both the Parties to this Agreement and the consummation by both the Parties of the proposed arrangement does not violate and/or conflicts with any applicable laws.
- 5.3 Liability: All services given by the Second Party and/or its directors, officers and employees in the Hospital including without limitation the treatments, medical services etc. shall be the sole and exclusive responsibility of the Second Party. The Second Party shall be liable and shall keep First Party indemnified against any claim, notices, demand, actions, suits or proceedings of whatsoever nature and howsoever arising due to aforesaid acts and/or omissions by the Second

For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

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Party and/ or its directors, officers and employees. The provisions set forth in this clause of the Agreement shall survive and shall continue to be binding upon the Parties notwithstanding the termination or expiration of the Agreement.

6. INDEMNITY

Each Party ("Indemnifying Party") hereby indemnifies and agrees to keep indemnified, defend and hold harmless, the other Party and each of its respective officers, directors, partners, employees, agents, successors, and assigns and/or its affiliates (each, an "Indemnified Party" and collectively the "Indemnified Parties") from and against, any and all, damages, Losses, Liabilities, obligations, fines, penalties, levies, action, investigations, inquisitions, notices, suits, judgments, claims of any kind including third party claims, interest, governmental and statutory action, costs, litigation and arbitral costs, taxes or expenses (including without limitation, reasonable attorney's fees and expenses) (collectively referred to as "Loss") suffered or incurred, directly or indirectly by any Indemnified Party as a result of negligent acts and/or omissions and/or breach of any obligations and/ or misrepresentation or inaccuracy in any representation and/ or warranties by the Indemnifying Party, and/ or failure to perform or comply with any obligations, contained in this Agreement. The provisions set forth in this Indemnity clause of the Agreement shall survive and shall continue to be binding upon the Agent notwithstanding the termination or expiration of the Agreement.

7. TERM AND EXPIRY/ RENEWAL/ TERMINATION

- 7.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date shall remain in force for a period of **5 (five)** years. Upon expiry, this Agreement may be renewed on such terms and conditions as may be mutually agreed between the Parties in writing or over email.
 - 7.2 This Agreement provides a lock-in period of 2 (two) years during which neither Party can terminate this Agreement.
 - 7.3 The First party may without assigning any reason terminate this agreement by issuing a 30 days prior notice of termination in writing or on e-mail to the Second Party.
- 7.3 After completion of the lock-in-period, this Agreement may be terminated:

A. by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and

For REDCLIFFE LIFETER H PRIVATE LIMITED

Authorised Signatory

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warranties of the Parties of this Agreement by any Party hereof ("Breaching Party"), which breach has not been remedied by the Breaching Party within (60) days of receipt of written notice requiring remedy of the such breach; or

- by either Party forthwith upon written notice to the other Party, if any proceedings B. under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent.
- 7.4 Not with standing anything contained in this Agreement, First Party shall be entitled to terminate this Agreement by giving sixty (60) days' written notice to the Second Party.

8. CONSEQUENCES OF TERMINATION

- 8.1 Upon termination of this Agreement, the Parties shall immediately return all the confidential material and information that may have been made available to each other during the Term of this Agreement.
- 8.2 All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof.
- 8.3 First Party and its employees shall vacate the Hospital and hand over the physical possession of the Hospital to the Second Party after removing all their equipment, machines, supplies, furnishing & equipment or other property installed by it at the Hospital.

9. CONFIDENTIALITY

9.1 The Parties agree to treat as confidential, all information which may at any time come into their possessions and which may relate to any actual or proposed business activities, financial affairs, products, developments, trade secrets, candidate/employee details, Companies or suppliers' information which may reasonably be regarded as confidential, obtained from or made available by the other party, in whatever form whether in verbal, paper, electronic or digital. Confidential Information for the purposes of this Agreement shall also include the rates and facilities provided by the other Party ("Confidential Information")

For REDCLIFFE LIFETECH PRIVATE LIMITED

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- 9.2 The receiving party undertakes that it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers do not reveal, to any third party any Confidential Information without the prior written consent of the disclosing party.
- 9.3 The receiving party further undertakes not to use any Confidential Information for any purpose outside the scope of this Agreement.
- 9.4 The receiving party shall treat all Confidential Information of the disclosing party with utmost care.
- 9.5 The Confidentiality obligations set forth under this Clause shall survive termination or expiry of this Agreement

10 GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- 10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of India.
- 10.2 In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both the Parties. The Parties shall try to resolve the difference and/ or dispute within 30 days or such extended time as may be agreed between the Parties. In case, any difference and/ or dispute could not be resolved through mutual discussion then such difference and/ or dispute between the Parties shall be referred to the sole Arbitrator appointed by both the Parties in accordance with the Indian Arbitration and Conciliation Act, 1996. The Seat/venue of the arbitration shall be New Delhi and the language to be used in the arbitral proceedings shall be English. The award of the arbitration shall be final and binding between the Parties.
- 10.3 Subject to provisions of Clause 10.2 above, the Courts in New Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement.

11 MISCELLANEOUS

11.1 Assignment: This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

11.2 Performance & Waiver: The failure of either Party to require the performance by the

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other Party of any of the terms of this Agreement shall not affect that Party's right to enforce such term or terms at some later time, and the waiver by either Party of any breach of any provision of this Agreement shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.

12 Relationship

- 12.1 The Second Party and First Party, in the performance of this Agreement, shall be and act as an independent Party. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.
- 12.2 No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.
- 13 Amendment: This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.
- 14 Severability: If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 15 Force Majeure: If any Party hereto is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Agreement, it is agreed that the affected Party shall within fourteen (14) days of the occurrence of the Force Majeure give written notice to the other Party setting out full particulars of such Force Majeure. The duties of the Party affected by such Force Majeure shall with the approval of the other Party, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. None of the Parties shall be responsible for delay caused by Force Majeure. No claim for damage or any other remedy shall arise out of any breach of, or any failure or delay to perform any of the obligations arising under this Agreement if such breach, delay or failure is caused by a Force Majeure event.

For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

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For the purpose of this Agreement, "Force Majeure" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- (i) acts of God, including without limitation fire, storms, floods, earthquake or lightning;
- (ii) war, hostilities, change in governmental Laws, orders or regulations adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, Central or State in India or overseas, or any agency thereof, sabotage, explosions; orstrikes, lockouts or other concerted industrial action.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

Redcliffe Lifetech Private Limited (Redcliffe Labs)	Jas 2200 pital and Goyal Hursing Home	
Mr. Puneet Gupta	Dr. Kulbhashar Martiya M.B.B.S., M.S. (Senior Laprose Surg.) Senior Laprose Surg.) Dr Kulbhushan Bhartiya copic Surgeom Authorized Signatory 04634	

For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

Annexure-1

TEST	MRP	DISCOUNT PERCENTAGE	OFFER PRICE
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Annexure-1

TEST	MRP	DISCOUNT PERCENTAGE	OFFER PRICE
CBC	325	70%	100
Vitamin B12	850	70%	255
Vitamin D	1600	70%	480
LH	500	70%	150
FSH	500	70%	150
LFT	615	70%	190
KFT	615	70%	190
Lipid	615	70%	190
TFT	550	70%	170
PRL	550	70%	170
Dengue By Rapid Card	1200	70%	360
CBC With PS	460	70%	138
VRDL	170	70%	51
UPT	180	70%	55
ESR	130	70%	40

TEST	MRP	DISCOUNT PERCENTAGE	OFFER PRICE
Kala Azar	1750	60%	700
Malarial Parasite (MP) Smear	120	60%	48
Urine Routine &Microscopic Examination	110	60%	44
	600	60%	240
HbA1C (Glycosylated Hemoglobin)	550	60%	220
Glucose -Fasting	80	60%	32

TEST	MRP	DISCOUNT PERCENTAGE	OFFER PRICE
Culture Aerobic	800	50%	400
Ascitic Fluid Analysis	400	50%	200
Pleural Fluid Analysis	400	50%	200
Prothrombin Time (PT)	350	50%	175
Activated Partial Thromboplastin Time(APTT)	500	50%	250
Malaria Antigen Detection (Rapid)	350	50%	175
Covid RTPCR	500	50%	250
Anti Natal Profile	900	50%	450
Pre-Operative Panel	1500	50%	750

For REDCLIFFE LIFETECH PRIVATE LIMITED

Sr. No.	Instrument	Quantity
1	Biochemistry Analyzer (Transasia EM200-Floor Model with ISEC Electrolytes)	1
2	5 Part Haematology Analyser (Transasia)	1
3	Coagulation Analyzer(TransasiaCL105)	
4	Clinical Pathology(Transasia Laura M)	1
5	Ancillary (Microscope, Incubator, Centrifuge)	1

- A 5% revenue sharing shall be applicable on net business of tests generated form all network of REDCLIFFE and performed at thefacility
- Any outsource of any tests will be done & managed by Redcliffe only. Any payment done by Goyal Hospital and Goyal Nursing Home is the sole responsibility of them and no claim can be done by Redcliffe.
- For any VVIP case such as any Political leader or any Diplomat, FOC will be provided from Redcliffe side on case to case basis.
- For the family of Partner (Dr Kulbhushan Bhartiya) FOC tests worth 10000 will be there on yearly basis and 50% discount shall be offered later on the Net Bill raised.
- 25% Discount to be offered to Hospital staff on pathology services. The sharing between the Parties shall be on the Net bill Generated. Hospital need to share details at the month end along with employee ID card to avail the discount
- NABL accreditation will be done within six months.

For REDCLIFFE LIFETE THE PRIVATE LIMITED

Authorised Signatory