

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.

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





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-UP07209878175791U

02-Jun-2022 01:58 PM

NEWIMPACC (SV)/ Up14162404/ MURADABAD SADAR/ UP-MRD

SUBIN-UPUP1416240405359125327185U

REDCLIFFE LIFETECH PVT LTD

PROPERTY SITUATED AT- FIRST FLOOR SONAKPUR KANTH

ROAD CITY AND DISTT MORADABAD

JAYA BHATIA DO AMOLAK RAM CHANDOK

REDCLIFFE LIFETECH PVT LTD

REDCLIFFE LIFETECH PVT LTD

स्त्यमव जायत

1,56,500

(One Lakh Fifty Six Thousand Five Hundred only)



Please write or type below this line IN-UP07209878175791 L



For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory



0006212878

onus of checking the legitimacy is on the users of the certificate ase of any discrepancy please inform the Competent Authority.

LEASE DEED

Stamp-Rs. 1,56,500/-, e-Stamp Certificate No. IN-UP07209878175791U

This Lease Deed is executed at Moradabd on 3rd day of June, 2022 by and between;

JAYA BHATIA D/O AMOLOK RAM CHANDOK, R/o SHANTI NAGAR CIVIL LINES, GALI NO. 2, MORADABAD, UTTAR PRADESH-244001 India, hereinafter called the Lessor of Property; (which expression shall mean and include unless repugnant to the context thereof her heirs legal representatives, executors end assignees etc.) of the First Part

AND

REDCLIFFE LIFETECH PRIVATE LIMITED (REDCLIFFE LABS) a Company incorporated under the Companies Act 2013, having its Registered Office at H55, 3rd Floor, Sector 63, Electronic City, Noida-201301, through its authorised signatory Mr. Sunil Singh Rawat, Designation: Assistant General Manager {duly authorized vide board resolution, dated- 02/06/2022} 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 she holds the right to lease property situated at 1st Floor, Khasra No. 186, Sonakpur Pargana, Kanth Road, Moradabad, Uttar Pradesh-244001, India Comprising of Lease Deed. The Lessor has

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FOR REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signator

- provided a copy of all the necessary documents to the Lessee in support of his claim.
- B. The Lessor has represented to the lessee that she is competent to let the said premises of lease for use by lessee for the purpose of carrying out medical business 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 /Lease to be used for the purpose of lab/business activity.
- D. The Lessor has rented a total area of 1,725.00 SQ.FT. Carpet Area Approx on First Floor to the lessee for the commercial purpose and lessee will entitle to use the said premises and Lessor will 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 on rent for the period of initially 5 years. The Lessor and the Lessee agreed that a lock in period of 2 years or 24 months in this Lease Deed. The lessee will use the said premise and shall have no right on any other part of the building. This Lease Deed shall not be liable to termination / violation by either party during LOCK IN period 2 years subject to the condition being imposed that the Lessee does not defaults

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in the payment of rent or any other dues on his part towards the leased premises

- That the office service agreement is effective from 03/06/2022 for a period of 5 years and expired on 02/06/2027 with a lock in period of 2 years.
- 3. That the monthly charges for the above said agreed premises has been agreed to be Rs.95,000/- plus GST or other taxes as applicable from time to time. This amount is to be paid on or before 10th day of each English calendar month. The rent will be increased after every 3 years of last paid rent by 15 %.
- 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.
- The commencement of rent for the premises shall commence one month after the handover of the property.

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For REDCLIFFE LIFETECH PRIVATE LIMITED

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- That the lessee shall pay a given amount equivalent to three 6. months interest free rent refundable security amouting to Rs. 2,85,000/- (Rupees Two Lacs and Eighty Five Thousand Only) to the Lessor prior to signing of this Lease Deed 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 and the lessee hands over the said premises to the Lessor, in case the lessee defaults in the lock in period then the lessor is having the right to forfeit the interest free refundable security deposit. Nonetheless, the Lessee shall be liable to clear all the dues incurred on his part during the lock-in period and the same shall not be adjusted/ settled through the security deposits. The security deposit shall be refunded by the Lessor only after the expiry of the of the lease.
- 7. The Lessee shall use the common facilities such as main gate security, staircase, staircase lighting, water pump, sanitation, drainage, common area electricity housekeeping & cleaning charges etc. with Lessor & other tenants occupants of the building. It has been mutually agreed between the Lessor and Lessee that no separate maintenance charges to be paid by lessee to Lessor for all above said services. The maintenance is included in the monthly rent paid by the Lessor to the Lessee. The Lessor shall provide fixed electricity load of 15KWA to the Lessee.

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- 8. The Lessor has provided a separate sub meter for electricity and water, the actual charges as per consumption shall be paid by the lessee. Lessor shall provide space for DG set.
- The Lessee shall handover the premises to the Lessor at the time of vacating of the demised premises in proper and sound condition with normal wear and tear of the demised premises.
- 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 personal 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.
- 12 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.

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- 13 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 will 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.
- That Lessor has obtained and furnished all necessary 15 approval/documents with regards to the commercial use of demised premises to the Lessee. Also the Lessee shall necessary the obtain all responsible to be concerned the form Licences/permissions authorities/departments and shall be liable to pay all charges/fees/taxes etc in accordance and consonance to the running of the business of the lessee on the leased premises. The Lessee is also responsible to fulfil all the legal compliances regularly. The lessor shall not be responsible for any kind of default /lapse/lacuna/penalty/failure of compliance thereof. The Fire Fittings have already been installed as precautionary measure in the building duly connected with the overhead water tank. In case Fire NOC is required any time in future we shall arrange in 3 / 4 months.

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- 16 That the lessee shall abide by the rules and regulations as per Moradabad 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 then the lessor has all right to get vacated their premises. The LESSOR does not bear any kind of responsibility to the business of LESSEE.
 - The Lessor is entitled to issue a 15 days notice in case of default of rental for a continuous period of 2 months on the part of Lessee. Subject to the Lessee not being able to rectify the same within 15 days from the date of issue of the notice, the Lessor shall have the right to terminate the Lease deed with immediate effect, whether in lock in period or even afterwards.
 - 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

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

That this lease deed can be terminated by the lessee/LESSOR by giving two months' notice with rent in advance. But the termination can take place only after completion of LOCK-IN period of 2 years, subject to all rent/dues towards property are paid on time to lessor during lock in period.

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 Delhi, 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.

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21. 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.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and the place first above written. The Photo of the Parties attested by Mr. Subhash Chandra Mathur Advocate.

Signed and delivered by and on behalf of Redcliffe Lifetech Private Limited (Redcliffe Labs) Lessee Signed and delivered by and on behalf of, Smt. Jaya Bhatia, Lessor

For REDCLIFFE LIFETECH PRIVATE LIMITED

Signature Authorized Signatory

Name :- Sunil Singh Rawat

Designation - Assistant General Manager (AGM)

Signature

Jaya Bhotiq

Name :- Mrs. Jaya Bhatia

Witnessess:

1- Mr. Vipul Bhatia

S/o Mr. Madan Mohan Bhatia

R/o Shanti Nagar, Civil Lines

Moradabad.

2- Mr. Janit Nagpal

S/o Mr. Harish Nagpal

R/o A-81, Paryavaran Complex

Gadai Pur, South Delhi.

Drafted By - Mr. Subhash Chandra Mathur Advocate

Prepared By- Shubham Bhatnagar



