



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]

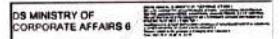
I hereby certify that REDCLIFFE LIFETECH PRIVATE LIMITED is incorporated on this Thirtieth day of January Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

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 .



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

SCANNED

2923/2022

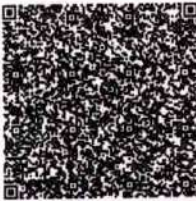


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INDIA NON JUDICIAL
Government of Tamil Nadu

e-Stamp

Certificate No. : IN-TN54490553864340U
Certificate Issued Date : 26-Apr-2022 05:28 PM
Account Reference : SHCIL (FI)/ tnsheil01/ Mylapore-SRO/ TN-CC
Unique Doc. Reference : SUBIN-TNTNSHCIL0154485781745104U
Purchased by : REDCLIFFE LIFETECH PRIVATE LTD REDCLIFFE LABS
Description of Document : Article 35 Lease
Property Description : PLOT No.402,PANNEER NAGAR,MOGAPPAIR VLG,AMBATTUR
TK,CHENNAI-37.
Consideration Price (Rs.) : 72,30,780
(Seventy Two Lakh Thirty Thousand Seven Hundred And Eighty
only)
First Party : KISHAN LAL SHARMA
Second Party : REDCLIFFE LIFETECH PRIVATE LTD REDCLIFFE LABS
Stamp Duty Paid By : REDCLIFFE LIFETECH PRIVATE LTD REDCLIFFE LABS
Stamp Duty Amount(Rs.) : 72,310
(Seventy Two Thousand Three Hundred And Ten only)



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Please write or type below this line

LEASE - DEED

REDCLIFFE LIFETECH PRIVATE LIMITED

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[Signature]
Authorised Signatory

I contains 15 sheets
sheet.

By *[Signature]*
Registering Officer



[Signature]

27158457

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilstamp.com' or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LEASE DEED

This lease deed is made at Chennai on 27th day of APRIL 2022 by and between;

Kishan Lal Sharma, (Aadhaar No:8113 2165 0097), aged about 72 years S/o Late. Chandanmal Sharma R/o 24, Kamrajar Street, VGN Phase IV, Nolambur, Tiruvallur, Tamil Nadu-600095, hereinafter called the Lessor of Property; (which expression shall mean and include unless repugnant to the context thereof his heirs legal representatives, executors end assignees etc.) of the first part.

AND

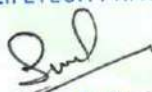
Redcliffe Lifetech Private Limited (Redcliffe Labs) a Company incorporated under the Companies Act 2013, having its Registered Office at H55, 3rd Floor, Sector 63, Electronic City, Noida-201301, through its authorised signatory **Mr. SUNIL SINGH RAWAT, (Aadhaar No:6251 2087 6762)** 45 years, son of Prem Singh Rawat 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 they have ownership and possession rights to lessee property situated at Plot No. 402, Mogappair, Near DAV Girls School, Paneer Nagar, Chennai-600037, comprising of LEASE DEED. The Lessor has provided a copy of all the necessary documents to the Lessee in support of his claim. (Doc.No.30/1994, SRO Konnur)
- B. The Lessor has represented to the lessee that he is competent to let the said premises of lease for use by lessee for commercial purpose. However, it will be the responsibility of the lessee to obtain all necessary licences / approval from relevant regulatory / government authorities and share a copy of the same with the lessor for the purpose of carrying out the business activity.
- C. The Lessor has agreed to grant the said premises on lease to the lessee and lessee has agreed to take the above said portion i.e. on lease to be used for the purpose of business activity, which shall include Medical business activities including operations of Clinical Lab.
- D. The Lessor has rented a carpet area of 1,800 SQ.FT. approx at 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 as on rent for the period of 5 years, which may be extended later on, on mutual agreement. The Lessor and the Lessee agreed a lock in period of 3 years or 36 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 is not liable to termination / violation by either party during LOCK IN period 3 years

For REDCLIFFE LIFETECH PRIVATE LIMITED


Authorised Signatory

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sheet.


Registering Officer



2. That the lease deed is effective from 27/04/2022 for a period of 5 years and expired on 26/04/2027 with a lock in period of 3 years. Handover date is 01.05.2022.
3. That the monthly charges for the above said agreed premises has been agreed to be Rs.1,00,000/-plus applicable taxes if any. Rent amount is to be paid on or before 10th day of each English calendar month in advance. The rent will be increased after every 12 months of last paid rent by 5 %.
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 Lessee also agrees that the lessor is entitled to hold and deduct the deposit amount to the extent of TDS not reflecting the 26AS
5. The commencement of rent for the premises shall commence 30 days after the handover of the property. The said rent free period of 30 days will also be excluded from the calculation of 5 years.
6. That the lessee will pay an amount equivalent to six months interest free refundable security (Rs 6,00,000/-) to the Lessor post signing of Lease Deed through NEFT/RTGS 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 premium may be adjusted from the Security Deposit and remaining amount will be refunded within 30 days of the exit.
7. The Lessee shall use the existing common facilities with Lessor & other tenants occupants of the building and there is no maintenance cost for existing facilities. If in future, lessor provides an extra facility like guard facility then the cost of the same shall be equally divided within all the tenants/lessor using the commercial building.

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Registering Officer



For REDCLIFFE LIFETECH PRIVATE LIMITED

 Authorised Signatory

8. Lessor will provide fixed electricity load of 15-18 KWA. The Lessor will also provide DG Setup. The electricity/DG consumption Shall be paid by Lessee as per consumption.
9. The Lessee shall handover the premises to the Lessor at the time of vacating of the deemed premises in proper and sound condition with normal wear and tear of the demised premises. Lessor has the right to retain from the deposit any amount which is required to cover the damages to the premises as mutually agreed between the Lessor and Lessee.
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. That the Lessor or their authorized representative shall be at liberty to inspect the premises within working hours of day or night with a prior notice of 24 hours and the lessee shall have No Objection for the same.
12. That the Lessee shall not transfer, assignment mortgage, assign or sub-lease by any other rights or interest, the part or whole of the said premises to anybody during the Lease period.
13. The Lessee shall not keep any hazardous items good etc. in the said premises which is prohibited by the law. The Lessee shall not carry out any antisocial/ antipolitical activity prohibited under the prevailing Act of law.
14. The Lessee shall not to claim any right or any kind of nature whatsoever in the said leased premises or any part thereof save & except to use the same as a bare Lessee
15. 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.
16. That the lessee shall abide by the rules and regulations as per local authority and local bodies association. LESSEE also shall abide all rules and regulation as per constitution of India, LESSEE shall only use this premises for the lawful activities only and any kind of activity which is unlawful in nature of constitution then the lessor has all right to get their premises vacated. The LESSOR doesn't bear any kind of responsibility to the business of LESSEE.

For REDCLIFFE LIFETECH PRIVATE LIMITED

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Authorised Signatory

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[Signature]
Registering Officer



17. That the lessee and Lessor shall abide by all the terms of this agreement. This agreement can be terminated under unavoidable circumstances with mutual consent between both the parties 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 shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.
18. That this lease deed can be terminated by either party giving three months notice or rent in advance. But the termination can take place only after completion of LOCK-IN period of 3 years.
19. It is hereby expressly agreed and declared that neither this lease deed nor anything contained herein shall be deemed to create interest or estate in favour of the Lessee in the said leased premises either as tenant or otherwise it being the express intention of the parties that the relationship between the Lessor and the Lessee shall always be that of the Lessor and the Lessee and not that of a LANDLORD and a TENANT.
20. It being the express intention of the both the parties that this is purely a Lease Deed, and nothing herein contained shall constitute any tenancy or sub tenancy between the Lessor and the Lessee.
21. That Lessee fails to comply on any of the terms mentioned in this Agreement, Lessor shall offer one chance to Lessee to correct the default and in the event of failure of the part of Lease, the Lessor shall terminate this Agreement by giving two months notice to the Lessee and the Lease shall be liable to hand over the vacant and peaceful possession back to the Lessor.
22. Upon the expiry of the initial term and if renewed, upon expiry of renewed term or sooner determination of this Agreement or the renewed term the Lessee shall deliver vacant possession of the said premises by removing all the belonging and physically hand over the said premises to the Lessor in the same condition as that at the time of possession and clear all the dues payable as per this Lease Deed. In case the Lessee does not remove it's belonging with 15 days from the end of term / termination, Lessor shall be entitled to dispose the material, assets in the said premises and any cost of disposing the same shall be recoverable from the lessor. for renewal add 'through a fresh deed of lease'.

For REDCLIFFE LIFETECH PRIVATE LIMITED

[Signature]

Authorised Signatory

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Registering Officer

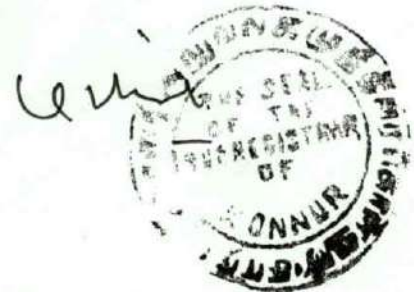


23. That, any medical waste arises from the business should be disposed off at the cost of Lessee. It is the responsibility and liability that no nuisance/hindrance/encumbrance be arises near by the said property and disturb near-by neighbours.
24. That in case of any dispute or difference may arise 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 Chennai, India. In case of Arbitration, the Lessor and Lessee shall have the power to appoint one arbitrator each and to refer the matter for adjudication. The expense & cost of arbitration shall be borne by both the parties equally.
25. It is the responsibility of the Lessor that they had obtained all the necessary documents with regards to commercial use of the demised premises. Lessee shall obtain licenses for the purpose of carrying out medical business activities including but not limited for the operations of Clinical Lab in the demised premises. If the aforesaid approvals/licenses is absent, the agreement will be terminated with immediate effect.
26. 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.
27. In respected of all or any disputes arising out of this agreement or interpretation thereof, it shall be done in the jurisdiction of courts in Chennai city alone.

SCHEDULE OF PROPERTY

All that piece and parcel of Land being house site bearing Plot No.402, admeasurements of 1800 Square feet out of 3600 Square feet in PANNEER NAGAR, THIRUVALLUVAR ROAD, approved and sanctioned vide LPDM/DTP No.2/75 by the Director, Town and Country Planning, Comprised in Survey No.218 part, Ward:H, Block No.38, T.S.No.162 of Mogappair Village, Ambattur Taluk, Chennai District and bounded on the:

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 Authorised Signatory Registering Officer



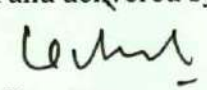
North by - Plot No.401,
 East by - 50 feet wide Road
 South by - Plot No.403 and
 West by - Plot No.382

situated within the Registration District of North Chennai and Sub-Registration District of Konnur.

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

Signed and delivered by and on behalf of
 For REDCLIFFE LIFETECH PRIVATE LIMITED

 Signature
 Authorised Signatory

Signed and delivered by and on behalf of

 Signature

Witnesses:

1.

(RAVI SARAVANAN J), S/o. Jaganathan, No.26/5/82/5 New Street, Mylapore, Chennai-600 004 (Aadhaar No.415573391437) aged 54 years,

2.

(V.R.GOPAL), S/o. Rajendran, 26, A/6, New Street, Mylapore, Chennai-600 004. (Aadhaar No.878688600189) aged 65 years,

Drafted By:



K. Saraswathi
 M/s. KESAV ASSOCIATES,
 K.SARASWATHI, B.A.B.L.,
 Advocate, Oath Commissioner
 Women Lawyers Association,
 Additional Law Chambers,
 High Court Buildings, Chennai-600 104
 Off: No.528, M.T.H.Road, Ambattur,
 Chennai-600 053. Cell: 9962610671
 En.rl.No.2164/2010

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