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**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)

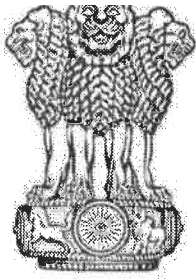
Mailing Address as per record available in Registrar of Companies office:

**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



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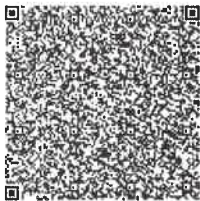
INDIA NON JUDICIAL

Government of Uttar Pradesh

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e-Stamp

Certificate No.	: IN-UP18678494995711U
Certificate Issued Date	: 16-Jun-2022 03:06 PM
Account Reference	: NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP GBN
Unique Doc. Reference	: SUBIN-UPUP1401380428906240912442U
Purchased by	: REDCLIFFE LIFETECH PRIVATE LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: H-55, 3RD FLOOR, SECTOR-63, ELECTRONIC CITY, NOIDA, G.B. NAGAR, U.P
Consideration Price (Rs.)	:
First Party	: REDCLIFFE LIFETECH PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: REDCLIFFE LIFETECH PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred-only)



₹100

Please write or type below this line

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this stamp paper forms part and parcel of the laboratory testing service agreement dated 20th june, 2022 between Redcliffe Lifetech Private Limited and Modern Diagnostic.

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Puneet Gupta

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Dr. Bhawan Pratap Singh

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## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of 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.

**LABORATORY TESTING SERVICE AGREEMENT**

This **LABORATORY TESTING SERVICE AGREEMENT** (“**Agreement**”) is made and executed at New Delhi on this 20<sup>th</sup> Day of June, 2022:

**BY AND BETWEEN**

**REDCLIFFE LIFETECH PRIVATE LIMITED (REDCLIFFE LABS)**, a company incorporated under the Companies Act 2013, having its Registered Office at H55, 3<sup>rd</sup> Floor, 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**

**MODERN DIAGNOSTIC**, a Pathological laboratory incorporated and registered under the Laws of India and having its principal place of business at H-2/150, Narmada Nagar, Mangla Chowk Bus Stop, Near Real Heaven Building, Bilaspur, Chhattisgarh through its Authorized Signatory **Dr. Bhanu Pratap Singh** (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. **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.
- B. **WHEREAS** the Second Party is presently running a Pathological Laboratory under the name and style of **MODERN DIAGNOSTICS** located at H-2/150, Narmada Nagar, Mangla Chowk Bus Stop, Near Real Heaven Building, Bilaspur, Chhattisgarh.

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C. **WHEREAS** the First Party has approached Second Party to run and operate a pathological laboratory in Second Party's aforesaid Laboratory for providing the pathology laboratory services at the Centre 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 Pathological Laboratory.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. **SCOPE**

- 1.1 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 Centre to **First Party** along with utilities, free of cost, adequate water supply, telephone (landline) & intercom facilities, DG, air-conditioning, security services, housekeeping staff and services including BMW management/sterilization services at the Facility in order to render the pathological service, required for running and operating the Services in the Centre 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 Centre 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 Centre 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 Lab 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 Pathological Laboratory and shall bear Administration Cost and

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Consumption Cost solely, as may be required, for making the Centre operational during the Term of the Agreement and extension thereof, if any.

- 23 First Party shall deploy such number of adequately qualified and experienced technical persons/ pathologists at the Second Party's Pathological Laboratory and shall bear the Manpower Cost solely, as it deems fit to carry out the Routine Tests and other services under this Agreement.
- 24 First Party shall maintain all relevant patient records in respect of the pathological investigations carried by them.
- 25 First Party shall install and commission the laboratory information management system ("LIMS") on their computer hardware at the Pathological Laboratory. First Party shall ensure that LIMS is interfacing with the Centre's software for the purpose of effective and real time invoicing and reporting. First Party shall share reports from LIMS as per requirement of the Second Party's Centre.
- 26 First Party shall provide the IT hardware (including computer system) at the Pathological Laboratory and shall bear all related cost for the same.
- 27 First Party shall be responsible for collection of amounts due from the patients who have availed the Services at the Centre. First Party shall pay the revenue sharing amount to the Second Party as per the invoice raised by Second Party on a monthly basis as defined under Clause 4 of this Agreement.
- 28 First Party will setup all the necessary instruments and manpower required to run the laboratory within 45 days of the site handover to First Party from Modern Diagnostics side.
- 29 First Party shall ensure round the clock security at the Centre.

### **3. ROLE AND RESPONSIBILITIES OF THE SECOND PARTY**

- 3.1 The Second Party shall provide rent free designated area at its Centre to First Party along with utilities, free of cost, like adequate water supply, telephone (landline) & intercom facilities, air-conditioning, security services and sterilization services required, like adequate supply of water, DG, Air conditioner, security & Housekeeping staff and services, BMW management/sterilization services at the Facility in order to render the pathological service for running and operating the Pathological Laboratory 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 Centre effectively, efficiently and uninterrupted during the Term of the Agreement and extension thereof, if any.

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- 32 The Second Party's Centre shall have a washroom and changing room facilities for patients or access to such facilities at areas on able distance. The Parties agree and recognize that First Party shall have no right, title or interest in the Centre which shall at all times be retained by the Second Party's Centre and this does not create any tenancy rights in favor of First Party.
- 33 The Second Party shall obtain all the necessary licenses, approvals, permissions to run the Services in the Centre 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.
- 34 The Second Party shall provide the interior, light & fittings civil and engineering works at the Facility 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 specifications and recommendations of First Party. The cost of such facilities shall be borne solely by the Second Party. All these facilities include: Lab counter with under counter storage (approx. 40 running feet) along with sink, water drain and supply. UPS/Raw Point approx. 40 in number and 20 number data point, electrical and data work (wiring, switch plate, data rack and lighting), Dr room partition, separate AC for lab area 2Tr.
- 35 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 Centre 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.
- 36 The Second Party shall ensure to maintain the Centre at its own cost.
- 37 The Second Party shall display PCPNDT guideline at their Centre. 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.
- 38 All consents and approvals for the consummation of the proposed arrangement including running of the Second Party's Centre 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

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operate the Centre 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.

- 3.9 Second Party would provide space for phlebotomist inside the Centre (free of cost). First Party would be entitled to use the Centre equipment if any and if required.
- 3.10 "The Second Party" will make available to First Party adequate telephone extension lines ( free of cost) with parallel lines for the smooth operational efficiencies between "The Second Party" and First Party.
- 3.11 "The Second Party" will permit the First Party to prominently display a glow signboard, on the front entrance of the building, and at two other prominent places decided mutually.
- 3.12 The Second Party shall procure all the legal authorization required for conducting department activities as and when required including license etc. required to start and run the Diagnostics if any.
- 3.13 The Second Party further undertakes that it will not operate directly or indirectly any clinical laboratory or any such related work on its own or in collaboration with others anywhere in the Centre or at any other place in the same city.
- 3.14 The Second Party will take care of all the municipal rates and taxes related to the space.
- 3.15 The Second Party will take care of all government liasioning and expenses.
- 3.16 Second Party shall bear the electricity expense.
- 3.17 Obtaining CMO Registration for Lab Operations will be managed by First Party.

#### **4. CONSIDERATION AND REVENUE SHARING**

- 4.1 Revenue Sharing for routine tests are as mentioned under **Annexure-1** of this Agreement.
- 4.2 Second Party shall raise invoice upon the First Party, on 1<sup>st</sup> of every month, for the Services rendered by it at the Pathological Laboratory. First Party shall deduct applicable tax at source as per the provisions of Law of the country and make payment due within seven (7) days of the receipt of the invoice. Any

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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 Pathological Laboratory 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-1** of this Agreement.
- 4.6 All payments shall be subject to deductions of applicable taxes at source, if any.
- 4.7 Instruments installation details are attached in Annexure-1 of this Agreement.

## **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 Centre 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 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**

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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 mail.
- 7.2 This Agreement provides a lock-in period of **2(two)** years during which neither Party can terminate this Agreement.
- 7.3 After completion of the lock-in-period, this Agreement may be terminated, this Agreement may be terminated by either Party forthwith upon written notice to the other Party with a notice period of 60 days.
- 7.4 By either Party forthwith upon written notice to the other Party, if any proceedings 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.

## **7.5 Termination for Breach**

The First Party shall have the right to forthwith terminate this Agreement by a prior written notice of thirty (30) Business Days of such termination to the Second Party if the Second Party commits a material breach of the terms of this Agreement, and where, such breach is capable of cure, this Agreement shall be deemed to have been terminated upon the Second Party’s inability or failure to cure such material breach and notify cure of such material breach (along with necessary documents satisfactorily evidencing cure of such breach (as applicable) to the First Party within thirty (30) days from the date of

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issuance of the written notice from the First Party requiring the Second Party to cure such breach.

The Second Party shall have a right to forthwith terminate this Agreement by a written notice of thirty (30) days to the First Party where the First Party has committed a breach of the terms of this Agreement, and where, in the reasonable opinion of the Second Party, such breach is capable of cure, this Agreement shall be deemed to have been terminated upon the First Party's inability or failure to cure such breach or notify cure of such breach to the Second Party within a period of thirty (30) days from the date of the written notice from the Second Party requiring the First Party to cure such breach.

## **8. Termination by Either Party for Cause.**

- 8.1 Either Party may terminate this Agreement with immediate effect upon issuing a notice in writing to the other Party if (i) the other Party is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or (ii) if a receiver is appointed for all or a substantial portion of its assets; or (iii) such Party commences any proceeding for relief from its creditors in any court under any insolvency statutes or (iv) any proceeding or investigation is initiated by any governmental authority against such Party for breach or contravention of any applicable Laws and which relates to any transaction undertaken under the terms of this Agreement or that has an adverse effect on the ability of a party to undertake any transaction required to be undertaken by such party hereunder.

## **9. CONSEQUENCES OF TERMINATION**

- 9.1 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.
- 9.2 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.
- 9.3 First Party and its employees shall vacate the Centre and hand over the physical possession of the Centre to the Second Party after removing all their equipment, machines, supplies, furnishing & equipment or other property installed by it at the Centre.

## **10. CONFIDENTIALITY**

- 10.1 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

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the rates and facilities provided by the other Party (“**Confidential Information**”).

102 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.

103 The receiving party further undertakes not to use any Confidential Information for any purpose outside the scope of this Agreement.

104 The receiving party shall treat all Confidential Information of the disclosing party with utmost care.

105 The Confidentiality obligations set forth under this Clause shall survive termination or expiry of this Agreement

## **11. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

11.1 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.

11.2 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.

11.3 Subject to provisions of Clause 11.2 above, the Courts in New Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement.

## **12. COMPANY POLICY AND GUIDELINES**

The relationship between the parties shall be governed by the general guidelines/policies and practices of the Company that includes *Company's Responsible Code of Conduct, Anti Money Laundering, Anti-Corruption and Anti-Bribery Policy, Protection of Confidential Information, Ethical Code of Conduct* but not limited to those relating to *Environmental, Social, Governance, Compliance, Ethics, Integrity, Diversity, Health & Safety and Other Policies* and rules in place or which shall be brought in effect from time to time except that when the terms of this Agreement differ from or are in conflict with the Company's general guideline/

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policies or practices. This clause shall become binding on the parties and its affiliates from the effective date and shall be in force till the expiry of this Present Laboratory Testing Service Agreement that shall be entered between the parties.

**B. MISCELLANEOUS**

1. **Assignment:** This Agreement shall not be assigned by either Party without the priorwritten consent of the other Party.
2. **Performance & Waiver:** The failure of either Party to require the performance by the 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.

**C. Relationship**

1. The Second Party and First Party in the performance of this Agreement shall be and act as an independent Party.
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.

D. **Amendment:** This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

E. **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 anyway.

F. **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

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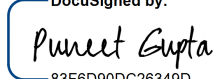
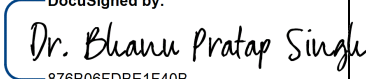
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out of any breach of, or any failure or delay to perform any of the obligations arising under this Agreement if such breach, delay or failure is caused by a Force Majeure event.

For 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; or strikes, lockouts or other concerted industrial action.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year firstthereinabove written.

<b>Redcliffe Lifetech Private Limited (RedcliffeLabs)</b>	<b>Modern Diagnostic</b>
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**Annexure-1**

1. The lab will be equipped to give fast TAT (Turnaround Time of 3 hours for all the short lead tests) and operate 12hrs per day. The lab would comprise of the following Departments.

Sr No.	DEPARTMENT
1	Hematology
2	Biochemistry
3	Coagulation
4	Clinical Pathology

**2. Lab Team**

Sr.No.	Designation	No
1	JSO/Phlebotomist/Accession	4
2	Scientific Officers	2
3	Pathologist-Visiting	1

- REDCLIFFE Reference Lab Faculty would mentor the Pathologist.

**3. List of Equipment:**

Sr. No.	Instrument	Quantity
1	Biochemistry Analyzer	1
2	5 Part Haematology Analyzer	1
3	Coagulation Analyzer	1
4	Clinical Pathology	1
5	Ancillary (Microscope, Incubator, Centrifuge)	1

<b>Information Technology</b>	LIMS for the accessioning, processing & reporting of all samples
	Samples would be bar coded & will have unique Ids
	Equipment will be bi-directionally interfaced.
	Cloud based Server
	IT Hardware
	Desktop & Printer

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#### 4. Details of Revenue Sharing

TEST CATEGORY	DISCOUNT PERCENTAGE
<b>R1 (Routine)</b>	<b>50%</b>
<b>R2 (Specialized)</b>	<b>30%</b>
<b>R3(Super Specialized)</b>	<b>10%</b>

- For walk-in patients revenue sharing will be 50%-50% percent on the above test category.

#### 5. Test details category wise.

- I. **Government Business** i.e. CGHS, ECHS, and ESIC etc.: **10%(Ten Percent)** sharing shall be applicable.
- II. In the case of **Genexpert, H1N1 and any other Tests where prices are controlled by the Government**: Discount of 10% ( Ten percent will be applicable to the Centre).
- III. **International Send-out test** (i.e. Tests performed at REDCLIFFE associated lab outside India): Discount of 7% ( Seven percent) will be applicable to the Modern Diagnostic.
- IV. In keeping with the inflation, REDCLIFFE in consultation with the partner shall adjust the price increase/periodically with mutual consent.
- V. A **3%** revenue sharing shall be applicable on net business of tests generated formal network of REDCLIFFE and performed at the facility

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