

## 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 <a href="https://www.mca.gov.in">www.mca.gov.in</a>

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



<sup>\*</sup> as issued by the Income Tax Department



পশ্চিমবর্জ पश्चिम बंगाल WEST BENGAL

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# <u>Lease Agreement</u>

THIS LEASE AGREEMENT IS MADE at Kolkata on this the

day of

February, 2022 (Two Thousand and Twenty Two) Anno Domini.

## BY AND BETWEEN

RAJ GUHA (PAN: ACVPG3589P) (Aadhar No.8793 5479 3911) son of late Dr.

A. K. Guha, by faith - Hindu, by occupation - Business, Nationality - Indian,

residing at CG 223, Sector 2, Salt Lake, Kolkata-700091, hereinafter called the

LESSOR of Property; (which expression shall mean and include unless

repugnant to the context thereof his heirs legal representatives, executors and assignees etc.) of the FIRST PART.

#### AND

REDCLIFFE LIFETECH PRIVATE LIMITED (REDCLIFFE LIFE DIAGNOSTICS)

(PAN: AAKCR7631M) a Company incorporated under the Companies Act 2013, having its Registered Office at H55, 3rd Floor, Sector 63, Electronic City, Noida-201301, representing through its authorised signatory (duly authorized vide board resolution, dated- 20/04/2021) MR. JYOTI KUMAR (PAN: ASGPK0662C) (Aadhar No. 424135787030) son of Sri Mohan Singh, Nationality – Indian, by faith – Hindu, by occupation – Service, Designation: Sr. General Manager, hereinafter called the LESSEE (which expression shall mean and include, unless repugnant to the context thereof, his heirs, administrators, legal representatives, executors and assignees etc.) of the SECOND PART.

- A. The Lessor has represented to the Lessee that he holds the right to lessee property situated at 1stFloor and Part of 2rd Floor, CG 223, Sector 2, Salt Lake City, Kolkata 700091, India comprising of LEASE DEED. The Lessor has 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 he is competent to let the said premises of lease for use by lessee for the purpose of carrying out medical business activities including operations of Clinical Lab in the demised premises.
- C. The Lessor has agreed to grant the said premises on lease to the lessee on premium and lessee has agreed to take the above said portion i.e. on lease to be used for the purpose of business activity.
- D. The Lessor has rented a total area of 1,674SQ.FT. Total covered area and 1372.88 SQ. FT. Carpet Area at First Floor and 300 SQ. FT. at Second 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 WITNESSETH 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 that 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.
- 2. That the lease deed is effective from 23/02/2022 for a period of 5(five) years and expired on 22/02/2027 with a lock in period of 3(three) years.
- 3. That the monthly charges for the above said agreed premises has been agreed to be Rs.1,00,000/- plus any applicable taxes from time to time. Rent amount is to be paid on or before 10th day of each English calendar month. The rent will be increased after every 3yrs of last paid rent by 15 %. The lease rent amount will be paid regularly in cheque mode or NEFT in two separate accounts a) Rs. 50,000/- favoring Mr. RAJ GUHA, Account no. 33051614075, SBI, CF Block, Salt Lake, IFSC SBIN0012360 and b) Rs. 50,000/- favoring Dr. Poonam Guha Vaze, Account no. 50100403018851, HDFC Bank, CJ Block Branch, IFSC HDFC0000277.
- 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 26AS of the lessor for any quarter/year,

the Lessee has to pay the TDS amount so deducted but not deposited along with the Rent Amount without any TDS deductions for all subsequent months of the agreement.

- 5. The commencement of rent for the premises shall commence 30 days after the handover of the property.
- 6. That the lessee will pay an amount equivalent to three months interest free refundable security (Rs. 3,00,000/-) to the Lessor at the time of 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 subject to mutual agreement between the Parties and remaining amount will be refunded within 30 days of the exit.
- 7. The Lessee shall use the common facilities such as main gate security, lift, staircase, staircase lighting, water pump, sanitation, drainage, common area housekeeping etc. with Lessor & other tenants occupants of the building. The cost for such maintenance will be borne by the Lessee and other tenants on actual proportionately. This maintenance includes of maintenance of lift, water, common area electricity and cleaning charges AC, security guards, generator maintenance, common area plantation and maintenance, plumbing maintenance, electrical maintenance, furniture fixtures, lift AMC, common area electricity, site manager and other equipment installed by Lessor in the premises covered under lease deed. The Commercial License to be obtained by the Lessor within 45 days after signing of the Lease Deed.

- 8. Lessor has installed a separate meter and the electricity charges shall be borne by the Lessee as per consumption. If a generator needs to be installed by the lessee, it may be installed within the demised premises or on the 4th floor terrace. If a generator needs to be installed by the lessee, it may be installed within the demised premises or on the 4th floor terrace. Lessor has installed a separate meter and the electricity charges shall be borne by the lessee as per consumption. The lessor shall provide 7 KW fixed load to the lessee with domestic license. Availing commercial license and increase in load of the electic connection will be responsibility of the Lessor, but the cost of the same shall be incurred by the lessee. At the end of the tenure, before handover of the premises, the connection will be reverted back to domestic 7 KW fixed load and the lessee will accept the reimbursed deposit amount.
- 9. The Lessee shall handover the same to the Lessor at the time of vacating of the deemed premises in proper and sound condition with normal wear and tear of the demised premises.
- 10. That the Lessor shall not be responsible for the safety of goods machines, equipment or any other material articles belonging to the lessee or any other person content with or visiting the Lessee nor shall the Lessor be liable for any loss or damage or injury to the property lying at the time in or around the said premises by reason of theft, fire, pilferage etc. Hence the lessee must get its materials insured against fire, theft, pilferage etc.
- 11. The Lessee shall make arrangement for detection equipment as per by laws.
- 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 be entitled to sub-let or transfer the lease or occupancy of the premises to any other party.

14. 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.

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Leaster shall not install any machinery which would create excessive noise so as to cause discomfort to the lessor or other tenants.

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

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

- 17. 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. That in event of non-payment of Lease Rent by the Lessee during the lock-in period being for 3 consecutive months despite reminder issued by Lessor on such rent the Lessor shall have the right to terminate the Lease with immediate effect and take back possession of the said Demised Premises.
- 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 Kolkata, India. In case of Arbitration, the Lessor have the power to appoint two arbitrators and to refer the matter for adjudication. The expense &cost of arbitration shall be borne by both the parties equally.
- 19. 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.

# SCHEDULE OF THE LICENSED PORTION

ALL THAT one super build up commercial space measuring 1674 square feet more or less at CG- 223, Sector- II, Salt Lake, Ward No. 30, Police Station: Bidhannagar South, Kolkata- 700091, District: North 24 Parganas, West Bengal.

IN WITNESSES WHEREOF the parties hereto have duly executed the agreement as on the date, month and the year first above written.

# WITNESSES:

1) thoke guplar

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SIGNATURE OF THE LESSOR

2) Abhishinghin

SIGNATUTRE OF THE LESSEE