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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

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

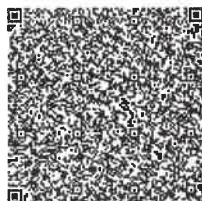
Government of Uttar Pradesh

Signature *Kanika*
 ACC Name - Kanika Aggarwal ACC Code UP14013804
 ACC Add - Noida - Mobile - 9866363278
 License No.- 180/2020, Tshali & Co. B. Nagar

e-Stamp

Certificate No.	: IN-UP64600579856818U
Certificate Issued Date	: 12-Apr-2022 01:33 PM
Account Reference	: NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP GBN
Unique Doc. Reference	: SUBIN-UPUP1401380420141750541720U
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₹100₹100₹100



₹100

Please write or type below this line

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LABORATORY TESTING SERVICE AGREEMENT

This **LABORATORY TESTING SERVICE AGREEMENT** ("Agreement") is made and executed at New Delhi on this 22nd day of April, 2022:

BY AND BETWEEN

REDCLIFFE LIFETECH PRIVATE LIMITED (REDCLIFFE LABS), a company

For REDCLIFFE LIFETECH PRIVATE LIMITED

DocuSigned by:

Puneet Gupta

DocuSigned by:

Kiralaya Ghosh

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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.

incorporated under the Companies Act 2013, having its Registered Office at H55, 3rd Floor, Sector-63, Electronic City, Noida-201301, India through its authorized signatory Mr. Puneet Gupta, Designation: COO (ishereinafter 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

MEDICAIDS PATHOLOGICAL LAB & X-RAY CLINIC, a laboratory incorporated and registered under the Laws of India and having its principal place of business at 6, IGM Hospital Lane(East Side of IGM Hospital), Rabindra Palli, Agartala-799001, through its Authorized Signatory **Mr. Kisalaya Ghosh** (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** the **Second Party** is presently running a Diagnostic Center under the name and style of Medicaids Pathological Lab & X-Ray Clinic located at 6, IGM Hospital Lane (East Side of IGM Hospital), Rabindra Palli, Agartala-799001
- 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 First Party has approached Second Party to run and operate a pathological laboratory in Second Party’s aforesaid Diagnostic Centre 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 Diagnostic Centre.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HERE BY 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, DG, including 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.

For REDCLIFFE LIFETECH PRIVATE LIMITED

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Authorised Signatory

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- 12 The First Party shall provide including UPS, air conditioning, house keeping staff and BMW waste management/ sterilization facilities to the Second Party. The cost on Telephone (landline) & intercom facilities shall be borne by the Parties equally.
- 13 The Second Party shall 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.
- 14 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.
- 15 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

- 21 First Party shall render the pathological services at the Second Party's Diagnostic Centre and follow all medical, clinical and pathological standards in rendering the pathological services in accordance with the applicable laws.
- 22 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 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 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.
- 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 Diagnostic Center. 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 Diagnostic Center 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 First Party on a monthly basis as defined under Clause 4 of this Agreement.

For REDCLIFFE LIFETECH PRIVATE LIMITED

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28 First Party will setup all the necessary instruments and manpower required to run the laboratory within 30 days of the site handover to First Party from Diagnostic Centre side.

3. ROLE AND RESPONSIBILITIES OF THE SECOND PARTY

- 31 The Second Party shall provide rent free designated area at its Centre to First Party along with utilities, free of cost, like adequate supply of water supply, DG, at the Facility in order to render the pathological service 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 Centre effectively, efficiently and uninterrupted during the Term of the Agreement and extension thereof, if any.
- 32 The First Party shall provide UPS, Air Conditioning, house-keeping services and BMW management/ sterilization to the Second Party.
- 33 The cost of telephone (landline) & intercom facilities shall be shared equally among the Parties
- 34 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.
- 35 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.
- 36 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. 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),
- 37 The Second Party shall ensure round the clock security at the Centre.
- 38 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.
- 39 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

For REDCLIFFE LIFETECH PRIVATE LIMITED

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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 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, not with-standing the lock-in period..

3.10 Second Party shall bear the electricity expense.

3.11 Obtaining CMO Registration for Lab Operations will be managed by Second Party.

4. **CONSIDERATION AND REVENUE SHARING**

- 4.1 Revenue Sharing for routine tests are as mentioned under **Annexure-1** of this Agreement.
- 4.2 First Party shall raise invoice upon the Second Party, on 1st of every month, for the Services rendered by it at the Diagnostic Center. 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 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 roles 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.

For REDCLIFFE LIFETECH PRIVATE LIMITED

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53 **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**

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 1 (one) year during which neither Party can terminate this Agreement.
- 7.3 After completion of the lock-in-period, this Agreement may be terminated:
- A. This Agreement may be terminated by either Party forthwith upon written notice to the other Party with a notice period of 30 days.
 - B. 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 warranties of the Parties of this Agreement by any Party hereof ("Breaching Party"), which breach has not been remedied by the Breaching Party within (30) days of receipt of written notice requiring remedy

For REDCLIFFE LIFETECH PRIVATE LIMITED

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- of the such breach; or
- C. 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.
- 7.4 Not with standing anything contained in this Agreement, First Party shall be entitled to terminate this Agreement by giving (30) 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 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.

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**").
- 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

For REDCLIFFE LIFETECH PRIVATE LIMITED

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- 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 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.
- 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 anyway.
- 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,

For REDCLIFFE LIFETECH PRIVATE LIMITED

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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 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 firsthereinabove written.

Redcliffe Lifetech Private Limited (Redcliffe Labs)	Medicaids Pathological Lab & X-Ray Clinic
<p style="text-align: center; color: blue;">For REDCLIFFE LIFETECH PRIVATE LIMITED</p> <p>Mr. Puneet Gupta COO</p> <p>DocuSigned by: <i>Puneet Gupta</i> Authorised Signatory</p> <p style="font-size: small;">83F6D90DC26349D...</p>	<p>Mr Kisalaya Ghosh</p> <p>DocuSigned by: <i>Kisalaya Ghosh</i> 98DEC3B814C8465...</p> <p>Authorised Signatory</p>

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
5	Immunoassay

2. LabTeam

Sr.No.	Designation	No.
1	JSO/Phlebotomist	6
2	Scientific Officers	2
3	Pathologist-Visiting	3

- REDCLIFFE Reference Lab Faculty would mentor the Pathologist.

3. Details of Revenue Sharing

TEST CATEGORY	DISCOUNT PERCENTAGE
R1 (Routine)	50%
R2 (Specialized)	50%
R3(Super Specialized)	15%

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


4. 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 Medicais Pathological Lab and X-Ray Clinic's Medicaid Pathological Lab and X-Ray Clinic diagnostic.
- III.
- IV. **International Send-out test** (i.e. Tests performed at REDCLIFFE associated lab outside India):Discount of 7% (seven percent) will be applicable to the Medicais Pathological Lab and X-Ray Clinic's Medicaid Pathological Lab and X-Ray Clinic diagnostic.
- V. In keeping with the inflation, REDCLIFFE in consultation with the partner shall adjust the priceincrease/periodically with mutual consent.
- VI. A 10% revenue sharing shall be applicable on net business of tests generatedfromal network of REDCLIFFE and performed at the facility

For REDCLIFFE LIFETECH PRIVATE LIMITED

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