



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 .

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

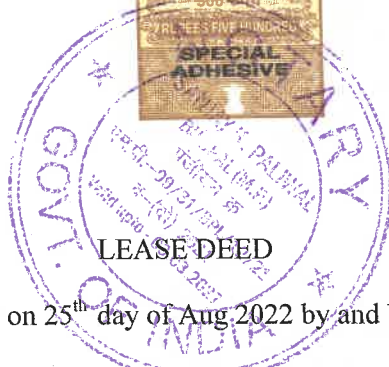
Mailing Address as per record available in Registrar of Companies office:

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



This Lease Deed is executed at Delhi on 25th day of Aug 2022 by and between;

MR. SANJEEV AGARWAL S/O LATE SHRI SUSHIL KUMAR AGARWALR/O House No. E-2/134, Area Colony, Huzur Colony, R.S. Nagar, Bhopal, Madhya Pradesh-462016 attorney of 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 **H-55, SECTOR 63, ELECTRONIC CITY, NOIDA-201301**, through its authorised signatory **Mr. Sunil Singh Rawat S/o Mr. Prem Singh Rawat, Designation: AGM Project** {duly authorized vide board resolution, dated- 20/04/2021} 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 he holds the right to lessee property situated at Ground Floor, E-7/137, HIG, Area Colony, Ward-0049, Zone-0009, Bhopal, Madhya Pradesh-462016 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 businesses' activities including but not limited for operations of Clinical Lab in the demised premises.
- C. The Lessor has agreed to grant the said premises on lease to the lessee on rent and lessee has agreed to take the above said portion i.e., on rent /Lease to be used for the purpose of lab/business activity.
- D. The Lessor has rented a total area of 2000sq.ft. super built-up area approx. on Groundfloor to the lessee for the commercial purpose and lessee will be entitled to use the said premises and Lessor will not disturb the lessee in day-to-day activities.

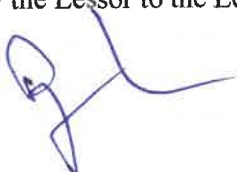
NOW THIS RENT AGREEMENT WITNESSED AS UNDER

1. The Lessor has granted the said premises to the lessee on rent for the period of initially 5 years. The Lessor and the Lessee agreed that a lock in period of 2 years or 24 months in this Lease Deed. The lessee will use the said premise and shall have no right on any other part of the building. This Lease Deed shall not be liable to termination / violation by either party during LOCK IN period of 2 years, except otherwise in case of material breach of the terms and conditions as laid down in this present lease deed by Either Parties.
2. That the office service agreement is effective from 25/08/2022 for a period of 5 years and expired on 24/08/2027 with a lock in period of 2 years. Rent will start from dated 25/09/2022. dated 25/08/2022 to 25/09/2022 will be rent free Period.

For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

3. That the monthly charges for the above said agreed premises has been agreed to be Rs.1,00,000/- (Rupees One Lakh only) plus GST or other taxes as applicable from time to time. This amount is to be paid on or before 10th day of each English calendar month. The rent will be increased after every 12 month or 1 years 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.
5. The rent for the said leased premises shall commence one month after the handover of the property.
6. That the lessee shall pay a given amount equivalent to three months interest free refundable security amounting to Rs3,00,000/- (Rupees Three Lakhs Only) to the Lessor at the time of execution of this Lease Deed which is to be kept by Lessor for the entire rent period and will be paid back to Lessee after the expiry of lease period the lessee hands over the said premises to the Lessor, in case the lessee defaults the lockin period then the lessor is having the right to forfeit the interest free refundable security deposit. Any pending payments including Lease Rent 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, staircase, staircase lighting, water pump, sanitation, drainage, common area electricity housekeeping & cleaning charges etc. with Lessor & other tenants' occupants of the building. The Lessor has further agreed to provide the Lessee with free and uninterrupted use of open parking space available at the leased premises. It has been mutually agreed between the Lessor and Lessee that no separate maintenance charges to be paid by lessee to Lessor for all above said services. The maintenance is included in the monthly rent paid by the Lessor to the Lessee. The Lessor shall provide fixed electricity load of 15-18KVA to the Lessee.
1. The Lessor has provided a separate sub meter for electricity and water, the actual charges as per consumption shall be paid by the lessee. Lessor shall provide space for DG set. The Lessee shall be liable to obtain any kinds of approvals/ certificates for the same. Under the situation that any NOC/ documentations provided by the Sub-Lessor expires, then the Sub-Lessor shall provide with a renewed NOC/ Certificates at the sole and independent expenses of the Sub-Lessor.
8. 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.
9. That the Lessor shall not be responsible for the safety of goods machines, equipment or any other material articles belonging to the lessee or any other personal content with or visiting the Lessee nor shall the Lessor be liable for any loss or damage or injury to the property lying at the time in or around the said premises by reason of theft, fire, pilferage etc. Hence the lessee must get its materials insured against fire, theft, pilferage etc.
10. The lessor hereby declared that the said premises and the aforesaid properties are below 15 meters and hereby further declared to the lessee that No Fire NOC is required. The Lessee shall, pertinent to the requirement of this clause, provide with the written and signed declaration regarding the same.
11. The Lessor further declares that the duly executed power of attorney certificate has been submitted by the Lessor to the Lessee for the aforementioned leased property.



For REDCLIFFE LIFETECH PRIVATE LIM

Authorised Sign:

12. The Lessee shall make arrangement for detection equipment as per by laws.
13. 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.
14. That the Lessee shall be entitled to sub-let or transfer the lease or occupancy of the premises to any other party with the written consent from the Lessor.
15. That the Lessee will be responsible for 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 Lessor has already obtained and furnished all necessary approval/documents with regards to the commercial use of demised premises to the Lessee whenever requested and the Lessee is satisfied with the presented documents. However, if the situation arises that the documents and the representations are found to be untrue or false later, then the situation shall amount to material breach and conditions of the present Lease Deed, and the Lessee shall have the liberty to terminate the deed with immediate effect from the date of realisation of such material breach.
17. That the lessee shall abide by the rules and regulations as per Statutory 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 vacate their premises. The LESSOR doesnot bear any kind of responsibility to the business of LESSEE.
18. The Lessor in entitled to issue a 15 days' notice in case of default of rental for a continuous period of 2 months on the part of Lessee. Subject to the Lessee not being able to rectify the same within 15 days from the date of issue of the notice, the Lessor shall have the right to terminate the Lease deed with immediate effect.
19. 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.
20. That this lease deed can be terminated by Either Parties by giving three months' notice or rent in advance. But the termination can take place only after completion of LOCK-IN period of 2 years.
21. 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 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 Bhopal, India. In case of Arbitration, the Lessor and Lessee shall have the power to appoint one arbitrator mutually and to refer the matter for adjudication. The expense & cost of arbitration shall be borne by both the parties equally.
22. 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



For REDCLIFFE LIFETECH PRIVATE LIMITED



Authorised Signatory

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. The Lessor shall pay the property tax and other routine government charges with respect to the demised property regularly and in no circumstance shall the Lessee be liable to pay the same.

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



Signed and delivered by and on behalf of,
SANJEEV AGARWAL S/o SUSHIL KUMAR AGRWAL

For REDCLIFFE LIFETECH PRIVATE LIMITED



Authorised Signatory

Signed and delivered by and on behalf of,
REDCLIFFE LIFETECH PRIVATE LIMITED,
(Redcliffe Labs), Lessee/Lessor

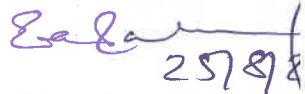
IDENTIFIED BY ME

Name: 

Address: 250211012 लोन्गुयारमहा.गठ

Signature: 

ATTESTED


25/9/21

SANJAY PALIWAL
NOTARY & ADVOCATE
RHOPAL (M.P.) INDIA

