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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

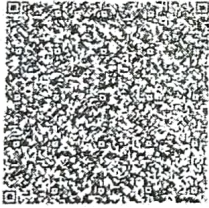
Government of National Capital Territory of Delhi

₹100

e-Stamp

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Certificate No. : IN-DL04159683716372V
 Certificate Issued Date : 11-May-2023 03:33 PM
 Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
 Unique Doc. Reference : SUBIN-DL DL-SELF78803926373195V
 Purchased by : REDCLIFFE LIFETECH PVT LTD REDCLIFFE
 Description of Document : Article 5 General Agreement
 Property Description : SERVICE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REDCLIFFE LIFETECH PRIVATE LIMITED
 Second Party : KAMLESH SINGH
 Stamp Duty Paid By : REDCLIFFE LIFETECH PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCIESTAMP.COM

IN-DL04159683716372V

Please write or type below this line Service Agreement

This Service Agreement ("Agreement") is made and entered into on 11th day of May , 2023, by and between:

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, India through its Director Mr. Puneet Gupta, (is hereinafter referred to as the "Redcliffe Labs/Company" 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

Kamlesh Singh, W/o Jagannath Prasad Singh, R/o 129/126, 80 Feet Road, SBI Bank, Ratnapuri, Ratlam, Madhya Pradesh - 457001 and having its registered place of business at 3, Rajiv Gandhi Civic Center, Ratlam, Madhya Pradesh - 457001 bearing Aadhar No. as 5541 4126 4543 and PAN No. as AEAPS6043P (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

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Statutory Alert:

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

11-May-2023 03:33 PM IN-DL04159683716372V SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH SUBIN-DL DL-SELF78803926373195V REDCLIFFE LIFETECH PVT LTD REDCLIFFE Article 5 General Agreement SERVICE AGREEMENT 0 (Zero) REDCLIFFE LIFETECH PRIVATE LIMITED KAMLESH SINGH REDCLIFFE LIFETECH PRIVATE LIMITED 100 (One Hundred only)

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WHEREAS, Redcliffe Labs is engaged in the business of providing healthcare services, including laboratory testing services, radiology, and imaging services, and other related healthcare services;

WHEREAS, Service Provider is an individual providing aggregator services that shall not be limited to lead generation through its team of qualified professionals from its registered place of business;

WHEREAS, the Service Provider has approached the Company with its desires to provide lead generation services to the Company on the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

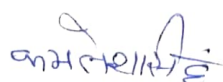
1. **Services:** Service Provider shall provide lead generation services to the Company in accordance with the specifications and requirements communicated by the Company. The lead generation services shall include the following:
 - a) Conducting outreach campaigns to generate leads, including email marketing campaigns, telemarketing campaigns, and social media campaigns;
 - b) Qualifying leads generated by Service Provider to ensure that they meet the criteria set by the Company for a potential customer, including geographic location, healthcare service needs, and budget;
 - c) Scheduling appointments with the Company's sales representatives to follow up with qualified leads;
 - d) Providing regular reports to Redcliffe Labs on the progress of the lead generation campaign, including the number of leads generated, the number of qualified leads, and the number of appointments scheduled.

2. **Consideration:** Redcliffe Labs shall pay Service Provider a monthly consideration of Rs 33,333/- (Rupees Thirty three thousand Three Hundred and thirty three Only), including applicable statutory taxes, if any for the services rendered by Service Provider under this Agreement. 1% TDS shall be deductible upon the aforesaid monthly consideration as per the provisions of Section 194C of the Income Tax Act, 1961. The payment shall be made on or before the 10th day of each month and The aforesaid consideration shall be exclusive of any statutory deductions which shall be borne by Redcliffe Labs. The Company has further agreed to provide interest free refundable security deposit worth 5 month's consideration amounting to Rs. 1,65,000/- (Rupees One Lakh and sixty five thousand Only) to the Service Provider. The

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entire interest free refundable security deposit is to be kept by Service Provider for the entire duration of this present agreement and will be paid back to the Company after the expiry/termination of this present service agreement.

3. **Term:** This Agreement shall commence on the date of execution and shall continue for a period of 12 months, unless terminated earlier in accordance with the provisions of this Agreement. After the initial 12-month term, the Agreement shall automatically renew for successive 12-month terms, unless either Party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.
4. **Termination:** Either Party may terminate this Agreement by providing 30 days' written notice to the other Service Provider. However, if Service Provider breaches any of the terms and conditions of this Agreement, the Company may terminate this Agreement with immediate effect.
5. **Confidentiality:** Service Provider agrees to maintain the confidentiality of all information provided by the Company and shall not disclose the same to any third Party without the prior written consent of the Company. Service Provider agrees that all leads generated and all information related to those leads shall be the property of the Company, and Service Provider shall not use or disclose such leads or information for any purpose other than providing the services under this Agreement.
6. **Representations and Warranties:** Service Provider represents and warrants that it has the necessary expertise and experience to provide the services contemplated by this Agreement and that the services shall be performed in a professional and timely manner. Service Provider further represents and warrants that it shall comply with all applicable laws and regulations in providing the services under this Agreement.
7. **Indemnification:** Service Provider agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Service Provider or any act or omission of Service Provider in connection with the services provided under this Agreement.
8. **Limitation of Liability:** In no event shall either Party be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, even if the other Party has been advised of the possibility of such damages. The total liability of either Party under this Agreement shall be limited to the amount of consideration paid by the Company to Service Provider for the services rendered under this Agreement.



- 9. Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Delhi.
- 10. Dispute Resolution Mechanism:** In the event of any dispute, difference of any kind, claims and questions whatsoever between the Parties hereto in connection with, or arising out of, or in relation to, this Agreement, including any dispute regarding its interpretation, breach, termination or validity, the Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In case, no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which dispute or difference arose, then such dispute or difference shall be referred to a Sole Arbitrator appointed mutually by both the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat/venue of arbitration shall be Delhi.
- 11. Company Policy and Guidelines:** The relationship between the parties shall be governed by the general guidelines/policies and practices of the Company pertaining *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 general guideline/ policies or practices of the Company as enumerated hereinabove.
- 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 Service Provider Agreement that shall be entered between the parties.
- 12. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written, relating to the subject matter of this Agreement. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.
- 13. Entirety:** This Agreement together with the Annexures attached hereto shall constitute the entire Agreement and agreed understanding between the Parties and supersedes all other mutual understandings, accord and agreements, irrespective of their form between the Parties in relation to matters set out herein.
- 14. Force Majeure:** In the event that either party to this Agreement is unable to perform its obligations, in whole or in part, hereunder or to enjoy any of its benefits because of any event affecting the performance of any provision in this Agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including but not be limited to acts of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, lock-outs or industrial action, or failure or shortage of power

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supplies, lockdown or pandemic situation then in such case the affected party shall be excused from performing their obligations during the subsistence of the force majeure condition subject to informing the same to the opposite party as soon as possible but not later than 15 days from the date of the occurrence of the force majeure event. The same shall not be considered as the breach of the agreement and both the parties shall consult together to find a mutually acceptable solution. Furthermore, if it becomes impossible to perform their obligations under this Agreement due to the continuation of the force majeure event, either party may terminate this Agreement upon written notice to the other.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Redcliffe Lifetech Private Limited:

✓ **Service Provider :**
Kamlesh Singh

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J.
Redcliffe
Lifetech
Private Limited
,

Puneet Gupta, Director

W/o Jagannath Prasad Singh



सत्यमेव जयते
भारत सरकार



आधार

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 2826/08207/01118

To
कमलेश सिंह
Kamlesh Singh
C/O: Jagannath Prasad Singh
129/126
80 Feet Road
SBI Bank
Ratanpuri
Ratlam
Ratlam Madhya Pradesh - 457001
9098620062

Signature valid

Digitally signed
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2023.07.05 09:39:02
UTC



आपका आधार क्रमांक / Your Aadhaar No. :

3924 5841 4417

VID : 9164 2267 5956 9090

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



आधार

Issue Date: 20/02/2013



कमलेश सिंह
Kamlesh Singh
जन्म तिथि/DOB: 05/04/1961
महिला/ FEMALE

3924 5841 4417

VID : 9164 2267 5956 9090

मेरा आधार, मेरी पहचान

कमलेश सिंह

1019436 / 50 / BLUE BEARER (R 23 Dec 2021 SESHASAI, M) / CTS-2010



भारतीय स्टेट बैंक
State Bank Of India

(30437)-KASTURBA NGR RATLAM
80 FEET ROAD IN FRONT OF RATANPURI
RATLAM, RATLAM, M.P. 457001
Tel : 7412 264618 Fax : IFS Code : SBIN0030437 SWIFT :

कमल 3 वरीयें में लिए हैं। VALID UP TO 3 MONTHS
D D M M Y Y

PAY

रुपये RUPEES

या धारक को OR BEARER

Cancelled

अदा करें ₹

खाता
A/c No 39115900378

VALID UPTO ₹ 10 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

SB ACCOUNT

87300951193

PREFIX :
1515600009

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

KAMLESH SINGH

Please sign above

⑈970733⑈ 45700202⑈ 009002⑈ 3⑈

कमलेश सिंह