

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 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



INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-JK53324668073509V

09-Sep-2023 04:13 PM

NEWIMPACC (SV)/ jk12519504/ JAMMU/ JK-JM

SUBIN-JKJK1251950498097651709083V

REDCLIFFE LIFETECH PTIVATE LIMITED

Article 29(a)(i) Lease exceeding one year

Not Applicable

0

(Zero)

RAVI KUMAR GUPTA AND MAHAVIR GUPTA

REDCLIFFE LIFETECH PTIVATE LIMITED

REDCLIFFE LIFETECH PTIVATE LIMITED

(One Hundred only)

INDEEP SINGH Stamp Vendor icence No. 329 W Market Shop No-1





For REDCLIFFE LIFETECH PRIVATE-LIMITED

Authorised Signatory

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LEASE DEED

This Lease Deed is executed at Jammu on 7th day of September, 2023 by and between;

Sh. Ravi Kumar Gupta S/o Sh. Chuni Lal Gupta R/o H. No. 354, Lane No. 3, Vikas Lane Talab Tillo, Jammu, Jammu and Kashmir - 180002 (LESSOR-1) and,

Sh. Mahavir Gupta, S/o Sh. Chuni Lal Gupta R/o H. No. 353, Lane No. 3, Vikas Lane Talab Tillo, Jammu, Jammu and Kashmir – 180002 (LESSOR-2),

Hereinaster collectively called the Lessors of Property; (which expression shall mean and include unless repugnant to the context thereof their heirs' legal representatives, executors end assignees etc.) of the First Parties.

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 namely Sh. Sunil Singh Rawat S/o Sh. Prem Singh Rawat 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 Lessors have represented to the Lessee that they hold the right to lease property situated at Khasra No. 111 min, Khewat No. 20 and Khata No. 170 min, situated at Ward No 61, Paloura Tehsil, District Jammu comprising of Lease Deed. The Lessors have provided a copy of all the necessary documents to the Lessee in support of his claim.
- B. The Lessors have represented to the lessee that they are 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 Lessors have agreed to grant the said premises on lease to the lessee on lease 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 Lessors have rented a total area of 903 square feet, approx, carpet area on the Ground Floor to the Lessee for the commercial purpose and Lessee will be entitled to use the said premises.

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For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

NOW THIS LEASE DEED WITNESSED AS UNDER:

- 1. The Lessors have granted the said premises to the lessee as on rent for the period of initially 5 years. The Lessors 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 the said LOCK IN period.
- 2. That the present lease deed is effective from the date of signing of this Lease deed and expires after the completion of 5 years, with a lock in period of 2 years.
- 3. That the monthly charges for the above said agreed premises has been agreed to be Rs. 50,000/- (Rupees Fifty thousand Only) exclusive of 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 by 5% every 12 (twelve) months/ 1 year on the last paid rent amount.
 - 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 Lessor's 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 premises shall commence 30 days post execution of Lease Deed, which has been mutually agreed between the Parties.
 - 6. That the lessee shall pay a given amount equivalent to three months interest free refundable security amounting to Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand Only) to the Lessors prior to signing of this Lease Deed which is to be kept by Lessors for the entire lease period and will be paid back to Lessee after the expiry of lease period when the lessee hands over the said premises to the Lessors, in case the lessee defaults the lock in period then the lessors are having the right to forfeit the interest free refundable security deposit. The Rent of 1 month's notice period for the purpose of termination of lease deed post completion of lock-in period shall be adjusted by the Lessors from the security deposit and the remaining amount shall be refunded to the Lessee within 30 days of the exit.

7. The Lessee shall use the common facilities such as main gate security, staircase, staircase lighting, lift, water pump, sanitation, drainage, common area electricity housekeeping & cleaning charges etc. with Lessors & other tenants' occupants of the

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For REDCLIFFE LIFETECH PRIVATE LIMITED

Authorised Signatory

building. It has been mutually agreed between the Lessors and Lessee that no services. The maintenance is included in the monthly rent paid by the Lessors to the Lessors shall provide fixed electricity load of 15 KWA to the Lessee. The Lessors shall also provide prominent branding space to the Lessee in the Lessed Premises. One toilet, tiled flooring, and front glass door in the leased premises to be provided by the Lessor.

- 8. The Lessors have provided a separate sub meter for electricity, the actual charges as per consumption shall be paid by the lessee. The Water charges for the Premises shall be paid by the Lessee only. Lessors shall provide space for DG set on the terrace of the premises. The Lessee shall be liable to obtain any kinds of approvals/certificates for the same.
- 9. 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.
 - 10. That the Lessors 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.
 - 11. The lessors hereby declares that the said premises and the aforesaid property is below 15 meters and hence no requirement for fire NOC is there.
 - 12. The Lessee shall make arrangement for detection equipment as per by laws.
 - 13. That the Lessors 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 not be entitled to sub-let or transfer the lease or occupancy of the premises to any other party.

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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For REDCLIFFE LIFETECH PRIVATE IMITED

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- That the Lessors have already obtained and furnished all necessary approval/documents with regards to the commercial use of demised premises to the Lessee whenever requested.
- That the lessee shall abide by the rules and regulations as per the relevant District/State authority and local bodies association. Lessee shall also abide by all rules and regulation as per mentioned as per constitution of India, lessee shall only use this premises for the lawful activities. If any kind of activity which is unlawful in nature of constitution is undertaken by the Lessee, then the lessor has all right to get their premises vacated. The lessor does not bear any kind of responsibility to the business of lessee.
- The Lessors are 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 18. being able to rectify the same within 15 days from the date of issue of the notice, or if the Lessee is found violating any of the terms of this lease deed; the Lessor shall have the right to terminate the Lease deed with immediate effect.
 - 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 19. 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.
 - That this lease deed can be terminated by the lessee by giving two months' notice or 2 month's advance rent. But the termination can take place only after 20. completion of LOCK-IN period of 2 years.

That in case of any dispute or differences that 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 or to the rights and liabilities of the Parties hereunder the same shall be adjudicated by Arbitration. Such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act 1996 sincluding any statutory modifications thereof, if any. The venue of such arbitration shall be Jammu, India. In case of Arbitration, the Lessor and Lessee shall have the spower 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.

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For REDCLIFFE LIFETECH PRIVATE HAVITED

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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 22. 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 the balance LESSEE to register this Lease Deed. The Lessor shall pay the property enable the Lessor property regularly and the enable the demised property regularly and in no circumstance shall the Lessee be tax of the same. 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 Redcliffe Lifetech Private Limited (Redcliffe Labs), Lessee

FOR REDCLIFFE LIFETECH PRIVATE LIMITED

Signature

Authorised Signatory

Name: Sunil Singh Rawat **Authorised Signatory**

Witnesses:-

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Poni Chak Jammu

2. pshih Shein Beelin Supe Calary muzik Ashque VP.

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Signed and delivered by and on behalf of,

Ravi Kumar Gupta S/o Chuni Lal Gupta

Mahavir Gupta S/o Chuni Lal Gupta, Lessors

Mahamehoff law lute

Signature

Name: Ravi Gupta | Mahavir Gupta **Authorised Signatories**

Witnesses: Parilelple modotre

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Hospital Amphale.
Jammy

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DRAWN AND DRAFTED ON THE INSTRUCTIONS OF THE PARTIES :-

Execution Admitted Hence Attested

Notal Public Jammu Distt, SAMMU

09/9/2023