

SCHEDULE IV

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COMPOSITE SCHEME OF ARRANGEMENT

AMONGST

**QMS MEDICAL ALLIED SERVICES LIMITED
("QMS" or "DEMERGED COMPANY 1")**

AND

**HEALTH CARE AT HOME INDIA PRIVATE LIMITED
("HCAH" or "DEMERGED COMPANY 2")**

AND

**SAARATHI HEALTHCARE PRIVATE LIMITED
("SAARATHI" or "RESULTING COMPANY")**

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTION 230 TO 232 AND OTHER APPLICABLE PROVISIONS
OF THE COMPANIES ACT, 2013 AND THE RULES MADE
THEREUNDER**

A. PREAMBLE

This Scheme of Arrangement is presented pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modifications or re-enactment or amendment thereof), as may be applicable and provides for the:

- i. Demerger of the Demerged Undertaking 1 (*as defined below*) from QMS Medical Allied Services Limited (“QMS” or “Demerged Company 1”) into Saarathi Healthcare Private Limited (“Saarathi” or “Resulting Company”), in accordance with the provisions of section 2(35) and other relevant provisions of the IT Act (*as defined below*).
- ii. Demerger of the Demerged Undertaking 2 (*as defined below*) from Health Care at Home India Private Limited (“HCAH” or “Demerged Company 2”) into Saarathi, in accordance with the provisions of section 2(35) and other relevant provisions of the IT Act (*as defined below*).
- iii. Various other matters incidental, consequential or otherwise integrally connected therewith including changes in share capital and reduction and cancellation of entire existing paid-up share capital of the Resulting Company.

B. DESCRIPTION OF THE PARTIES

1. QMS Medical Allied Services Limited (“QMS”) or the (“Demerged Company 1”) is a public company, limited by shares incorporated on 14th September 2017 under the Companies Act, 2013 with corporate identification number L33309MH2017PLC299748 having its registered office at A1 A2/B1 B2, Navkala Bharti Building, Plot No16, Prabhat Colony, Near Santacruz Bus Depot, Santacruz East, Mumbai City, Mumbai, Maharashtra, India - 400055. The equity shares of QMS are listed on Stock Exchange. The business of QMS consists of: (i) supply of clinical essentials such as blood pressure monitors, stethoscopes, and surgical kits, under partner brands (like 3M and BPL) and its proprietary brand, Q Devices; and (ii) Healthcare Services Business (*as defined below*), specifically focusing on Patient Support Programs (“PSPs”) and organizing Patient Screening Camps (“PSCs”) to assist pharmaceutical companies and healthcare providers.
2. Health Care at Home India Private Limited (“HCAH”) or the (“Demerged Company 2”) is a private company incorporated on 27th September 2012 under the Companies Act, 1956 with corporate identification number U85190DL2012PTC242876 having its registered office at 4th Floor, Punjabi Bhawan, 10 Rouse Avenue, Central Delhi, New Delhi, Delhi, India –

110002. The business of HCAH consists of: (i) sale of pharmaceutical products; and (ii) Healthcare Services Business (*as defined below*), specifically focusing on Patient Care Services (“PCSS”) and organizing Patient Management Support Services (“PMSSs”); (iii) rehab and recovery in patient business; (iv) homecare business for providing caregiver, nurses, medical equipment and ICU setups at the patients home. The Demerged Company 2 is in the process of shifting its registered office from New Delhi to Mumbai, Maharashtra and in this regard shall make the necessary application for the requisite approval with the concerned ROC. Upon receipt of the approval from the concerned ROC, the jurisdiction of Demerged Company 2 shall be Mumbai, Maharashtra.

3. Saarathi Healthcare Private Limited (“Saarathi”) or the (“Resulting Company”) is a private company incorporated on 21st October 2010 under the Companies Act, 1956 with corporate identification number U85100MH2010PTC209262 having its registered office at Unit No. 431 & 432, 4th Floor, A-Wing Lodha Supremus – 2, Road No. 22, Wagle Industrial Estate, Thane, Maharashtra, India – 400604. Saarathi is primary engaged in the healthcare sector, providing patient-centric and customized healthcare solutions with a focus on disease management, preventive healthcare and improved healthcare outcomes. The Resulting Company is currently under the process of conversion into a public company and in this regard shall make the necessary application for the requisite approval with the concerned ROC.

QMS, HCAH and Saarathi are collectively referred to as “Companies” or “Parties”.

C. RATIONALE AND OBJECTIVES OF THE SCHEME

1. As the Healthcare Services Business of QMS and HCAH constitutes a similar line of business with that of Saarathi, it is proposed to combine the business operations of the Healthcare Services Business of QMS and HCAH (*as defined below*) with Saarathi. The said combination shall drive focused growth, operational efficiencies and significant business synergies.
2. The proposed demerger of the Healthcare Services Business of QMS and HCAH into Saarathi shall be in the best interests of the Demerged Company 1, Demerged Company 2 and the Resulting Company, and their respective shareholders and other stakeholders on account of the following:
 - a) In light of the distinct profile of the Healthcare Services Business, housing the same into a separate to be listed company would enable focused management, better and efficient control and management for the Healthcare Services Business, operational rationalisation, organisation efficiency and optimum utilisation of various resources;

- b) Enable accelerated growth of the Healthcare Services Business to explore suitable strategies to fund its growth plan;
- c) Achieving synergies through consolidation, greater integration which will maximize overall shareholder value and improve the competitive position of the combined entity;
- d) The combined entity will benefit from increased scale, stronger market presence and improved ability to service customers.

D. PARTS OF THE SCHEME OF ARRANGEMENT

The Scheme is divided into the following four parts:

- (i) Part-I sets forth the definitions, interpretations, share capital structure of the Demerged Company 1, Demerged Company 2 and the Resulting Company and the date of taking effect of the Demerger;
- (ii) Part-II deals with the Demerger of Demerged Undertaking 1 into and with the Resulting Company on a going concern basis, and in consideration thereof, issuance of the Equity Shares of the Resulting Company (*as defined below*) by the Resulting Company to QMS Equity Shareholders (*as defined below*);
- (iii) Part-III deals with the Demerger of the Demerged Undertaking 2 into and with the Resulting Company on a going concern basis, and in consideration thereof, issuance of the Equity Shares of the Resulting Company (*as defined below*) by the Resulting Company to HCAH Equity Shareholders and to HCAH Preference Shareholders (*as defined below*); and
- (iv) Part-IV deals with the general terms and conditions applicable and sets forth other matters consequential and integrally connected thereto.

E. NO ARRANGEMENT WITH CREDITORS

Under the proposed Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured creditors of the Companies. No compromise is offered under this Scheme to any of the creditors of the Companies. The liability towards the creditors of Demerged Company 1 (relating to Demerged Undertaking 1) and Demerged Company 2 (relating to Demerged Undertaking 2) is neither being reduced nor being extinguished but shall be assumed and discharged by the Resulting Company, as per the original terms thereof.

PART I

DEFINITIONS, INTERPRETATION, SHARE CAPITAL AND COMING INTO EFFECT OF THE SCHEME

1 DEFINITIONS

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- 1.1. **“Act” or “the Act”** means the Companies Act, 2013 and any rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2. **“Applicable Laws”** means any (a) applicable statute, notification, bye laws, rules, regulations, notifications, guidelines, policies, circulars, directions, enactments, rule of common law, policy, code, directives, ordinance or instructions having the force of law enacted or issued by any Appropriate Authority, including any statutory modifications or re-enactment thereof for the time being in force; (b) orders, decisions, writs, injunctions, judgements, awards and decrees having jurisdiction, in each case having the force of law and that is binding or applicable to any person, as may be in force from time to time;
- 1.3. **“Appointed Date”** means the commencement of business hours on 1st day of October, 2026 or such other date as may be mutually agreed by the respective Boards and approved by the NCLT;
- 1.4. **“Appropriate Authority”** means and includes: (a) any national, state, territory, provincial, district, local or similar governmental, statutory, regulatory, administrative authority, agency, board, branch, commission, department or public body or authority, tribunal, court or other entity, in each case authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law; (b) any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law; (c) the Stock Exchange(s), the Registrar of Companies, Regional Director, Ministry of Corporate Affairs, SEBI, NCLT, and any other sectoral regulators or authorities as may be applicable;
- 1.5. **“Board of Directors” or “Board”** in relation to each of the Companies means their respective Board of Directors. Unless repugnant to the context or meaning thereof, the term “Board of Directors” is deemed to include any committee thereof duly constituted or any other person duly authorised by the

Board or by such a committee to perform the relevant actions for the purposes of this Scheme;

- 1.6. **“CCPS”** means Compulsorily Convertible Preference Shares;
- 1.7. **“Demerged Company 1”** or **“QMS Medical Allied Services Limited”** has the meaning ascribed to it in the Description of Parties;
- 1.8. **“Demerged Company 2”** or **“Health Care at Home India Private Limited”** has the meaning ascribed to it in the Description of Parties;
- 1.9. **“Demerged Company 2 Stock Options”** means ESOPs granted and / or vested by the Demerged Company 2 under Demerged Company 2 Stock Option Plans;
- 1.10. **“Demerged Company 2 Stock Option Plans”** means collectively HCAH Employee Stock Option Plan, HCAH Employee Stock Option Plan-II, HCAH Employee Stock Option Plan-III and HCAH Suvitas ESOP Plan, formulated and approved by Board of the Demerged Company 2;
- 1.11. **“Demerged Undertaking 1”** means all the business, undertakings, activities operations, properties, assets and liabilities of the Demerged Company 1 pertaining to the Healthcare Services Business, as on the Appointed Date, and shall include but not limited to the following (as applicable):
 - a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) relating to or arising from the activities and operations of the Healthcare Services Business of Demerged Company 1, including, without being limited to, offices, sundry debtors, furniture, fixtures, office equipment, appliances, vehicles, accessories, deposits, all stocks, assets, investments of all kinds (including shares, bonds, debenture stocks), cash and cash equivalents, bank balances, deposits including accrued interests, loans, advances, financial assets, leases (including lease rights), hire purchase contracts and assets, fixed and other assets, contingent rights or benefits, book debts, receivables, actionable claims, advances or deposits paid, utilities, electricity and other services, communication lines, registrations, privileges and all other rights, title, interests, other benefits, privileges, if any of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Healthcare Services Business of Demerged Company 1;
 - b. All deposits and balances with government, quasi-government, local and other authorities and bodies, customers and any other persons, earnest

monies and/ or security deposits paid by the Demerged Company 1 in connection with or relating to the Healthcare Services Business;

- c. all contracts, agreements, business partnerships and collaborations including service orders, operation and maintenance contracts, memoranda of understanding/ undertaking / agreements, bids, expressions of interests, equipment purchase agreement, letters of intent, lease arrangements, leave and license agreements, vendors, contract workers, purchase and other agreements with supplier/ service providers, other arrangements, undertakings, deeds, bonds, schemes, and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise, as amended and restated from time to time and all rights, title, interest, assurances, claims and benefits thereunder related to or pertaining to the Healthcare Services Business of Demerged Company 1;
- d. All intellectual property and intellectual property rights, logos, designs, labels, trade secrets, service marks, copyright, tradenames and trademarks of the Demerged Company 1 in relation to the Healthcare Services Business (including any applications for the same) of any nature whatsoever (whether owned, licensed or otherwise and whether registered or unregistered);
- e. Copies of all books, records, files, papers, process information, computer programs, license for software, research and studies, technical knowhow, confidential information and other benefits, drawings, manuals, data, catalogues, quotations, marketing authorisations, marketing intangibles, credit information, sales and advertising materials, lists of present and former customers, customer pricing information, and other records whether in physical or electronic form in connection with or pertaining to Healthcare Services Business of the Demerged Company 1;
- f. All statutory licenses, authorisations, registrations, approvals, permissions, consents, entitlements, certificates, privileges, advantages and all other rights and facilities of every kind, nature and description whatsoever in relation to Healthcare Services Business of Demerged Company 1;
- g. All debts (secured or unsecured), guarantees, liabilities including contingent liabilities whether disclosed or undisclosed, duties, obligations, debentures, etc. of the Healthcare Services Business of Demerged Company 1 along with any charge, encumbrance, lien or security including leases forming part of / relating to the Healthcare Services Business of the Demerged Company 1 and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. For the purpose of this Scheme, it is clarified that liabilities pertaining to the Healthcare Services Business of the Demerged Company 1 include only:

- (i) The liabilities which arise out of the activities or operations exclusively of the Healthcare Services Business;
 - (ii) Specific loans and / or borrowings raised, incurred and / or utilized solely for the activities or operation of the Healthcare Services Business; and
 - (iii) Amounts of any general or multipurpose borrowings of Demerged Company 1, to be allocated to the Demerged Undertaking 1 in the same proportion which the value of the assets transferred under this clause bears to the total value of the assets of Demerged Company 1 immediately before giving effect to the Demerger of Demerged Undertaking 1 under this Scheme.
- h. entire experience, credentials and past records of the Demerged Company 1 pertaining to the Healthcare Services Business; and
 - i. All staff, workmen, employees employed in and / or relatable to the Demerged Undertaking 1, as identified by the Board of Demerged Company 1.

Provided that for the avoidance of doubt, the identification of the assets, liabilities, employees, contracts, permits and other items forming part of the Healthcare Services Business of the Demerged Company 1 shall, in the first instance, be as determined by the Board of the Demerged Company 1. Any question that may arise as to whether a specified asset, liability, staff, workmen or employees pertains or does not pertain to the Demerged Undertaking 1 or whether it arises out of the activities or operations of the Demerged Undertaking 1 or not, shall be decided mutually by Board of Directors of the Demerged Company 1 and the Resulting Company or any of their committee thereof.

1.12. **“Demerged Undertaking 2”** means all the business, undertakings, activities operations, properties, assets and liabilities of the Demerged Company 2 pertaining to the Healthcare Services Business, as on the Appointed Date, and shall include but not limited to the following (as applicable):

- a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) relating to or arising from the activities and operations of the Healthcare Services Business of Demerged Company 2, including, without being limited to, offices, sundry debtors, furniture, fixtures, office equipment, appliances, vehicles, accessories, deposits, all stocks, assets, investments of all kinds (including shares, bonds, debenture stocks), cash and cash equivalents, bank balances, deposits including accrued interests,

loans, advances, financial assets, leases (including lease rights), hire purchase contracts and assets, fixed and other assets, contingent rights or benefits, book debts, receivables, actionable claims, advances or deposits paid, utilities, electricity and other services, communication lines, registrations, privileges and all other rights, title, interests, other benefits, privileges, if any of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Healthcare Services Business of Demerged Company 2;

- b. All deposits and balances with government, quasi-government, local and other authorities and bodies, customers and any other persons, earnest monies and/ or security deposits paid by the Demerged Company 2 in connection with or relating to the Healthcare Services Business;
- c. all contracts, agreements, business partnerships and collaborations including service orders, operation and maintenance contracts, memoranda of understanding/ undertaking / agreements, bids, expressions of interests, equipment purchase agreement, letters of intent, lease arrangements, leave and license agreements, vendors, contract workers, purchase and other agreements with supplier/ service providers, other arrangements, undertakings, deeds, bonds, schemes, and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise, as amended and restated from time to time and all rights, title, interest, assurances, claims and benefits thereunder related to or pertaining to the Healthcare Services Business of Demerged Company 2;
- d. Copies of all books, records, files, papers, process information, computer programs, license for software other than CAS, research and studies, technical knowhow, confidential information and other benefits, drawings, manuals, data, catalogues, quotations, marketing authorisations, marketing intangibles, credit information, sales and advertising materials, lists of present and former customers, customer pricing information, and other records whether in physical or electronic form in connection with or pertaining to Healthcare Services Business of the Demerged Company 2;
- e. All statutory licenses, authorisations, registrations, approvals, permissions, consents, entitlements, certificates, privileges, advantages and all other rights and facilities of every kind, nature and description whatsoever in relation to Healthcare Services Business of Demerged Company 2;
- f. All debts (secured or unsecured), guarantees, liabilities including contingent liabilities whether disclosed or undisclosed, duties, obligations, debentures, etc. of the Healthcare Services Business of Demerged Company 2 along with any charge, encumbrance, lien or security including leases forming part of / relating to the Healthcare Services Business of the

Demerged Company 2 and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. For the purpose of this Scheme, it is clarified that liabilities pertaining to the Healthcare Services Business of the Demerged Company 2 include only:

- (i) The liabilities which arise out of the activities or operations exclusively of the Healthcare Services Business;
 - (ii) Specific loans and / or borrowings raised, incurred and / or utilized solely for the activities or operation of the Healthcare Services Business; and
 - (iii) Amounts of any general or multipurpose borrowings of Demerged Company 2, to be allocated to the Demerged Undertaking 2 in the same proportion which the value of the assets transferred under this clause bears to the total value of the assets of Demerged Company 2 immediately before giving effect to the Demerger of Demerged Undertaking 2 under this Scheme.
- g. entire experience, credentials and past records of the Demerged Company 2 pertaining to the Healthcare Services Business; and
- h. All staff, workmen, employees employed in and / or relatable to the Demerged Undertaking 2, as identified by the Board of Demerged Company 2.

Provided that for the avoidance of doubt, the identification of the assets, liabilities, employees, contracts, permits and other items forming part of the Healthcare Services Business of the Demerged Company 2 shall, in the first instance, be as determined by the Board of the Demerged Company 2. Any question that may arise as to whether a specified asset, liability, staff, workmen or employees pertains or does not pertain to the Demerged Undertaking 2 or whether it arises out of the activities or operations of the Demerged Undertaking 2 or not, shall be decided mutually by Board of Directors of the Demerged Company 2 and the Resulting Company or any of their committee thereof.

- 1.13. **“Demerger”** shall have the meaning as defined under section 2(35) of IT Act;
- 1.14. **“Effective Date 1”** means the day on which the last of the approvals/ conditions specified in Clause 35 (Conditionality of the Scheme) of this Scheme are obtained or complied with or waived or dispensed with, as applicable. It is clarified that Part II of the Scheme shall be made effective from Effective Date 1.

- 1.15. **“Effective Date 2”** means one trading day after the Equity Shares of the Resulting Company issued pursuant to Part II of this Scheme are listed on the Stock Exchange. It is clarified that Part III of the Scheme shall be made effective from Effective Date 2.

Any references in this Scheme to the date of “coming into effect of this Scheme” or “the Scheme coming into effect” or “Scheme becoming effective” shall mean the Effective Date 1 and/ or Effective Date 2, as the case may be;

- 1.16. **"Encumbrance"** means any mortgage, pledge, equitable interest, hypothecation, bank guarantee, claim, security interest, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term "Encumbered" shall be construed accordingly;
- 1.17. **“ESOP” means employee stock options;**
- 1.18. **“Equity Shares of the Resulting Company”** has the meaning ascribed to it in Clause 12.1 of this Scheme;
- 1.19. **“Governmental Authority”** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- 1.20. **“GST”** means the goods and services tax levied under the Central Goods and Services Tax Act, 2017 and the respective States Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017 and the Goods and Services Tax (Compensation to States) Act 2017;
- 1.21. **“HCAH CCPS Holders”** means the holders of HCAH CCPS on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.22. **“HCAH Series A 0.0001% CCPS Holders”** means the holders of HCAH CCPS Series A on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS Series A holder of HCAH and/or as per the records of the

depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;

- 1.23. **“HCAH Series B 0.001% CCPS Holders”** means the holders of HCAH CCPS Series B on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS Series B holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.24. **“HCAH Class A 0.001% CCPS Holders”** means the holders of HCAH CCPS Class A on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS Class A holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.25. **“HCAH Class MW1 0.001% CCPS Holders”** means the holders of HCAH CCPS MW1 on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS MW1 holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.26. **“HCAH Class MW2 0.001% CCPS Holders”** means the holders of HCAH CCPS MW2 on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS MW2 holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.27. **“HCAH Class MW3 0.001% CCPS Holders”** means the holders of HCAH CCPS MW3 on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS MW3 holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.28. **“HCAH RHJ 0.001% CCPS Holders”** means the holders of HCAH CCPS RHJ on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as a CCPS RHJ26 holder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;

- 1.29. **“HCAH Equity Shareholders”** means the Equity shareholders of HCAH on the Record Date 2, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as an equity shareholder of HCAH and/or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.30. **“HCAH Preference Shareholders”** means collectively HCAH CCPS Holders, HCAH CCPS Series A Holders, HCAH CCPS Series B Holders, HCAH CCPS Class A Holders, HCAH CCPS MW1 Holders, HCAH CCPS MW2 Holders, HCAH CCPS MW3 Holders and HCAH CCPS RHJ26 Holders;
- 1.31. **“Healthcare Services Business”** means the respective healthcare services business vertical of the Demerged Company 1 and Demerged Company 2 that is engaged in provision of services in relation to patient support programs, patient access programs, disease management programs, screening programs, preventive healthcare and improved healthcare outcomes, provided for the purposes of Demerged Company 2, Healthcare Services Business shall exclude preventive healthcare and improved healthcare outcomes;
- 1.32. **“IND AS”** means the Indian Accounting Standard as notified under section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, including any amendment thereto, issued by the Ministry of Corporate Affairs and any other accounting principles generally accepted in India and as may be amended from time to time;
- 1.33. **“IT Act”** means the Income Tax Act, 1961 or Income Tax Act, 2025, as applicable including any statutory modifications, re-enactments or amendments thereof, if the context so requires and as may be applicable;
- 1.34. **“INR”** means Indian Rupee;
- 1.35. **“Merger Co-operation Agreement”** means the agreement dated 25th September 2026 executed between the Demerged Company 1, Demerged Company 2 and the Resulting Company and some of their respective shareholders;
- 1.36. **“NCLT”** or **“Tribunal”** shall mean the National Company Law Tribunal constituted under Section 408 of the Companies Act, 2013 having jurisdiction over the Demerged Company 1, Demerged Company 2 and the Resulting Company.
- 1.37. **“Parties”** OR **“Companies”** means QMS, HCAH and Saarathi collectively;

- 1.38. **“QMS Equity Shareholders or Shareholders of the Demerged Company 1”** means the Equity shareholders of QMS on the Record Date 1, whose names are recorded in the register of members maintained as per section 88(1)(a) of the Companies Act, 2013 as an equity shareholder of QMS and / or as per the records of the depository and shall include the respective heirs, executors, administrators or other legal representatives or other successors in title;
- 1.39. **“Record Date 1”** means a mutually agreed date to be fixed by the Board of Directors of the Demerged Company 1 in consultation with the Board of Directors of the Resulting Company, for the purpose of determining the Shareholders of the Demerged Company 1 who shall be entitled to receive the shares of the Resulting Company as allotted pursuant to Clause 12 of this Scheme;
- 1.40. **“Record Date 2”** means a mutually agreed date to be fixed by the Board of Directors of the Demerged Company 2 in consultation with the Board of Directors of the Resulting Company, for the purpose of determining the Shareholders of the Demerged Company 2 who shall be entitled to receive the shares of the Resulting Company as allotted pursuant to Clause 23 of this Scheme;
- 1.41. **“Remaining Business of Demerged Company 1”** means all other businesses, undertakings, activities, operations, properties, assets and liabilities of the Demerged Company 1 other than those that forming part of the Demerged Undertaking 1;
- 1.42. **“Remaining Business of Demerged Company 2”** means all other businesses, undertakings, activities, operations, properties, assets and liabilities of the Demerged Company 2 other than those that forming part of the Demerged Undertaking 2;
- 1.43. **“Resulting Company” or “Saarathi Healthcare Private Limited”** has the meaning ascribed to it in the Description of Parties;
- 1.44. **“Remaining Employees”** means the employees of the Demerged Company 1 and / or Demerged Company 2, as the case may be, other than Transferring Employees;
- 1.45. **“ROC”** means the Registrar of Companies as per Companies Act, 2013 having jurisdiction over the Demerged Company 1, Demerged Company 2 and the Resulting Company;
- 1.46. **“Scheme” or “the Scheme” or “this Scheme”** means this composite scheme of arrangement in its present form or with any modification(s) approved or directed under Clause 34 of this Scheme or any modifications approved or

directed by NCLT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act;

- 1.47. **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.48. **"SEBI Listing Regulations"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- 1.49. **"SEBI Scheme Circular"** means the Master Circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 issued by SEBI on 20 June 2023 and any other circular issued by SEBI applicable to schemes of arrangement from time to time;
- 1.50. **"Share Entitlement Ratio 1"** shall have the meaning set out in Clause 12.1;
- 1.51. **"Share Entitlement Ratio 2"** shall have the meaning set out in Clause 23.1;
- 1.52. **"Shareholders of the Demerged Company 2"** means collectively HCAH Equity Shareholders and HCAH Preference Shareholders;
- 1.53. **"Stock Exchange"** means the National Stock Exchange of India Limited ("NSE");
- 1.54. **"Taxes" or "Tax" or "Taxation"** means all forms of direct and indirect taxes and taxation of India (including, without limitation, capital gains tax, withholding tax, income tax, profits tax, stamp duty, goods and services tax, service tax, value added tax, purchase tax and customs and other import or export duties, cess, etc) and shall include any penalties/ fines and/ or interest imposed by any tax authority in connection with any of the foregoing;
- 1.55. **"Tax Laws"** means all Applicable Laws dealing with Taxes including but not limited to income-tax, goods and service tax, customs duty or any other levy of similar nature;
- 1.56. **"Transferring Employees"** means the employees of the Demerged Company 1 and / or Demerged Company 2 engaged in or in relation to the Demerged Undertaking 1 and / or Demerged Undertaking 2 respectively, as the case may be.

2 INTERPRETATION

- 2.1 All the terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the IT Act, Securities Contract (Regulation) Act 1956,

Securities and Exchange Board of India Act, 1992, the Depository Act, 1996 or any other Applicable Laws, rules, regulations, byelaws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

2.2 In this Scheme, unless the context otherwise requires:

- (a) the words in the singular includes plural and vice versa, and references to one gender include all genders;
- (b) reference to days, months and years are to calendar days, calendar months and calendar years, respectively;
- (c) in the event there is an ambiguity or conflict relating to the interpretation of any particular matter in this Scheme between a specific clause and a general clause, the interpretation of the specific clause in this Scheme dealing with such matter will take precedence and govern the interpretation and application of such matter;
- (d) headings, subheadings, titles, subtitles to clauses and sub-clauses are for convenience only and shall be ignored in constructing the Scheme;
- (e) reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder;
- (f) the term “Clause” refers to the specified clause of this Scheme; and
- (g) any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form; the words "include" and "including" are to be construed without limitation.

3 SHARE CAPITAL

3.1 The capital structure of the Demerged Company 1 as on the 25th day of September 2026 is as under:

Particulars	Amount in INR
Authorized Share Capital	
2,30,00,000 Equity Shares of INR 10/- each	23,00,00,000
Total	23,00,00,000

Particulars	Amount in INR
Issued, Subscribed and Paid-up Share Capital 1,93,37,443/- Equity Shares of INR 10/- each fully paid-up	19,33,74,430
Total	19,33,74,430

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 1, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Demerged Company 1.

The equity shares of Demerged Company 1 are listed on NSE.

- 3.2 The capital structure of the Demerged Company 2 as on the 25th day of September 2026 is as under:

Particulars	Amount in INR
Authorized Share Capital	
7,29,50,000 Class A Equity Shares of INR 10/- each	72,95,00,000
1,00,49,969 Compulsory Convertible Preference Shares of INR 100/- each	1,00,49,96,900
30,46,902 Series A 0.0001% Compulsory Convertible Preference Shares of 100/- each	30,46,90,200
1,11,99,979 Series B 0.001% Compulsory Convertible Preference Shares of 100/- each	1,11,99,97,900
13,59,772 Class A 0.001% Compulsory Convertible Preference Shares of 100/- each	13,59,77,200
9,69,805 MW1 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	9,69,80,500
24,45,020 MW2 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	24,45,02,000
30,570 MW3 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	30,57,000
10,82,983 RHJ26 CCPS 0.001% Compulsory Convertible Preference shares of 100/- each	10,82,98,300
Total	3,74,80,00,000

Particulars	Amount in INR
Issued, Subscribed and Paid-up Share Capital	
5,34,60,779 Class A Equity Shares of INR 10/- each fully paid-up	53,46,07,790
1,00,49,969 Compulsory Convertible Preference Shares of INR 100/- each	1,00,49,96,900
30,46,902 Series A 0.0001% Compulsory Convertible Preference Shares of 100/- each	30,46,90,200
1,11,99,979 Series B 0.001% Compulsory Convertible Preference Shares of 100/- each	1,11,99,97,900
13,59,772 Class A 0.001% Compulsory Convertible Preference Shares of 100/- each	13,59,77,200
9,69,805 MW1 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	9,69,80,500
24,45,020 MW2 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	24,45,02,000
30,570 MW3 CCPS 0.001% Compulsory Convertible Preference Shares of 100/- each	30,57,000
10,29,298 RHJ26 CCPS 0.001% Compulsory Convertible Preference shares of 100/- each	10,29,29,800
Total	3,54,77,39,290

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 2, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Demerged Company 2.

The equity shares of the Demerged Company 2 are not listed on any stock exchange.

The aforesaid issued, subscribed, and paid-up share capital of the Demerged Company 2 does not include equity shares by the Demerged Company 2 to be issued pursuant to exercise of granted and / or vested Demerged Company 2 Stock Option Plan (as applicable). Upon the happening of the said event, the issued, subscribed, and paid-up share capital of the Demerged Company 2 shall undergo a change to that extent. However, the Share Entitlement Ratio 2 set out in Clause 23.1 shall not be adjusted on account of any such variation.

- 3.3 The capital structure of the Resulting Company as on 25th day of September 2026 is as under:

Particulars	Amount in INR
Authorized Share Capital 11,00,000 equity shares of Rs. 10/- each	1,10,00,000
Total	1,10,00,000
Issued, Subscribed and Paid-up Share Capital 8,25,000 equity shares of Rs. 10/- each fully paid-up	82,50,000
Total	82,50,000

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Resulting Company.

The entire share capital of the Resulting Company is held by the Demerged Company 1 and its nominee shareholders.

The equity shares of the Resulting Company are presently not listed on any stock exchange. An application shall be made with the NSE post the effectiveness of respective parts of the Scheme, for listing of the equity shares of the Resulting Company.

4 DATE OF TAKING EFFECT AND OPERATIVE DATE

- 4.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date 1 or Effective Date 2 of the Scheme, as the case may be.
- 4.2 Upon the Scheme becoming effective, with effect from the Appointed Date, the following shall be deemed to have occurred and become effective and operative, in sequence and in order mentioned hereunder:
- (a) The Demerger of Demerged Undertaking 1 from Demerged Company 1 to Resulting Company along with reduction and cancellation of entire existing paid-up share capital of the Resulting Company in accordance with Part II of this Scheme, with effect from Effective Date 1; and
 - (b) The Demerger of Demerged Undertaking 2 from Demerged Company 2 to Resulting Company in accordance with Part III of this Scheme, with effect from Effective Date 2.

PART II

DEMERGER OF DEMERGED UNDERTAKING 1 OF THE DEMERGED COMPANY 1 INTO AND WITH THE RESULTING COMPANY

5 TRANSFER AND VESTING OF DEMERGED UNDERTAKING 1

Upon Part II of this Scheme becoming effective and with effect from the Appointed Date, the Demerged Undertaking 1 of the Demerged Company 1, as defined in Clause 1.11 shall stand demerged to and vested in or deemed to be demerged to and vested in the Resulting Company, as a going concern, in accordance with Section 2(35) of the IT Act and in the following manner:

5.1 The transfer and vesting of movable assets shall be effected as follows:

- (a) In respect of such of the assets and properties forming part of the Demerged Undertaking 1 which are movable in nature (including but not limited to all intangible assets), intellectual property and intellectual property rights, including any applications for the same, of any nature whatsoever including but not limited to trademarks forming part of the Demerged Undertaking 1, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights and such other industrial and intellectual property rights of whatsoever nature or are otherwise capable of transfer by physical delivery or constructive delivery or possession or by endorsement, the same shall stand transferred by the Demerged Company 1 to the Resulting Company upon coming into effect of Part II of this Scheme and shall, *ipso facto* and without any other or further order to this effect, become the assets and properties of the Resulting Company without requiring any deed or instrument of conveyance for transfer of the same. The transfer pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or record, pursuant to this Scheme, as appropriate to the property being transferred, and title to the property shall be deemed to have been transferred accordingly.
- (b) With respect to the moveable assets of the Demerged Undertaking 1 other than those referred to in Clause 5.1(a) above, intangible assets, actionable claims, sundry debtors, investments (including investments in Resulting Company), outstanding loans, advances recoverable in cash or kind or for value to be received, earnest monies, bills, credits and deposits with the government, semi-government, local and other authorities and bodies and customers, whether or not the same is held in the name of the Demerged Company 1, the same shall, without any further act, instrument or deed, be transferred to and/or be deemed to be transferred to the Resulting Company,

with effect from the Appointed Date by operation of law as transmission in favour of the Resulting Company. Post the Effective Date 1, the Demerged Company 1 may, at the request of the Resulting Company, give notice in such form as it may deem fit and proper, to such person entitled thereto, as the case may be, that any debt, receivable, bill, credit, loan, advance, or deposit, contracts or policies relating to the Demerged Undertaking 1 stands transferred to the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.

- 5.2 All immovable property forming part of the Healthcare Services Business of Demerged Company 1, whether or not included in the books of the Demerged Company 1, whether freehold, leasehold or licensed, including but not limited to capital works in progress, land, buildings, structures, and all other rights, titles, interests, rights of way and easements in relation thereto or embedded in the land, allotted, leased or licensed by various landlords, owners and lessors (including any Governmental Authority or Appropriate Authority), together with all documents of title, security deposits paid in connection therewith, and all lease, license or rent agreements entered into by the Demerged Company 1 with various landlords, owners and lessors in connection with the use of such immovable property, forming part of the Demerged Undertaking 1 shall become the property of the Resulting Company and be vested in the Resulting Company or be deemed to have been so, automatically without any act or deed to be done or executed by the Demerged Company 1 and/or the Resulting Company. The mutation or substitution of the title to the immovable properties shall, upon Part II of this Scheme becoming effective, be made and duly recorded in the name of the Resulting Company by the Appropriate Authorities pursuant to the sanction of this Scheme by the Tribunal and upon Part II of the Scheme becoming effective in accordance with the terms hereof;
- 5.3 In relation to the assets, if any, belonging to the Demerged Undertaking 1 which require separate documents of transfer, the Demerged Company 1 and the Resulting Company will execute necessary documents, as and when required.

Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 in respect of this Scheme, the Resulting Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Demerged Undertaking 1 in accordance with the provisions of Sections 230 to 232 and other applicable sections of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- 5.4 Upon Part II of the Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Demerged Company 1 relating to the Demerged Undertaking 1, shall without any further act or deed be and stand transferred to the Resulting Company so as to become the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company 1 as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company 1 on or after the Appointed Date and prior to the Effective Date 1 such discharge shall be deemed to have been for and on account of the Resulting Company. After the Effective Date 1, the Resulting Company undertakes to meet, discharge and satisfy the said liabilities to the exclusion of the Demerged Company 1 and to keep the Demerged Company 1 indemnified at all times from and against all such liabilities and from and against all actions, demands and proceedings in respect thereto. Further, the Demerged Company 1 shall not have any obligations in respect of such transferred liabilities.
- 5.5 Subject to other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertaking 1 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or other debt or debt securities of the Remaining Business of Demerged Company 1, shall, as and from the Effective Date 1, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those loans, liabilities, borrowings of the Demerged Company 1 pertaining to the Remaining Business of Demerged Company 1 (and which shall continue with the Demerged Company 1);
- 5.6 In so far as the assets of the Remaining Business of the Demerged Company 1 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the liabilities of the Demerged Undertaking 1 shall, without any further act, instrument or deed be released and discharged from such Encumbrances.
- 5.7 In so far as Encumbrances, if any, in respect of the liabilities of the Demerged Undertaking 1, such Encumbrance shall, without any further act, instrument or deed being required to be taken or modified, be extended to and shall operate only over the assets comprised in the Demerged Undertaking 1, and such Encumbrances shall not relate to or attach to any of the other assets of the Resulting Company. The absence of any formal amendment which may be required by a lender or trustee or third party in order to effect such release shall not affect the operation of Clause 5.5, Clause 5.6 and this Clause 5.7;

- 5.8 With effect from the Appointed Date and upon Part II of the Scheme becoming effective, any statutory licenses or other licenses, pre-qualification for the existing contracts, registrations, customer contracts, no objection certificates, permissions or approvals, trademarks, logos or consents, permits, quotas, approvals, permissions, incentives, subsidies, concessions, grants, credits, rights, patents, claims and other benefits or privileges enjoyed or conferred upon or held by the Demerged Company 1 to carry on operations of the Demerged Undertaking 1 shall stand vested in or transferred to the Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favor of the Resulting Company. Upon Part II of the Scheme becoming effective and till approval for transfer of licenses/ registrations is obtained from the concerned authority, the Resulting Company is allowed to use all the licenses/ registrations relating to the Demerged Undertaking 1 of the Demerged Company 1 and entitled to the benefits of all statutory and regulatory permissions, approvals and consents, registration or other licenses etc. In the event, if any business license, registrations, approvals, authorizations, etc. relating to the Demerged Undertaking 1 is not transferable to the Resulting Company pursuant to the Scheme, then the Resulting Company shall apply for fresh business license / registration etc. and till the time the same is obtained by the Resulting Company, it will allow the Demerged Company 1 to undertake the relevant business obligations for & on behalf of Resulting company to ensure continuity of business operations without any interruption.
- 5.9 All taxes (including but not limited to advance tax, tax deducted at source, Minimum Alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid, value added tax, sales tax, service tax, goods and services tax etc.), as applicable, payable by or refundable to the Demerged Company 1 in relation to the Demerged Undertaking 1, shall be treated as the tax liability or refunds / claims, etc. as the case may be, of the Resulting Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, goods and services tax input credits (Central Goods and Service Tax law (CGST) State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.), CENVAT etc., as would have been available to the Demerged Company 1 in relation to the Demerged Undertaking 1, shall pursuant to Part II of this Scheme becoming effective, be available to the Resulting Company. It is specifically provided that if the Demerged Company 1 receives any refunds / credit / claims or incurs any liability in respect of the Demerged Undertaking 1, the same shall be on behalf of and as a trustee of the Resulting Company and the same shall be refunded to / paid by the Resulting Company.
- 5.10 Upon Part II of the Scheme becoming effective, to the extent that there are inter-company transactions or balances including loans and advances, receivables, payables and other dues outstanding in relation to the Demerged

Undertaking 1 between the Demerged Company 1 and the Resulting Company, the obligations in respect thereof shall come to an end.

- 5.11 On and from the Effective Date 1 and till the time the banking details are not updated, the Demerged Company 1 shall be allowed to accept all cheques and other negotiable instruments, payment orders received in the name of the Demerged Company 1 pertaining to the Demerged Undertaking 1, for and on account of and in trust for the Resulting Company. Subsequently the Demerged Company 1 shall transfer entire amount collected in trust for the Demerged Undertaking 1 to the Resulting Company.
- 5.12 All bank accounts and demat accounts operated or entitled to be operated by the Demerged Company 1 relating to the Demerged Undertaking 1 shall, with effect from the Effective Date 1, be deemed to have been transferred to and shall stand transferred to the Resulting Company. Upon such transfer, where applicable, the name of the Demerged Company 1 shall be substituted by the name of the Resulting Company in the records of the relevant banks and depositories, and the Resulting Company shall be entitled to operate all such bank accounts and demat accounts, realize all monies and complete and enforce all pending contracts and transactions in the name of the Resulting Company. It is clarified that until such time as the substitution of name in the records of the relevant banks and depositories is formally completed, the provisions of Clause 5.11 shall continue to apply, and the Demerged Company 1 shall continue to act as trustee in respect of all amounts received by it pertaining to the Demerged Undertaking 1 and shall forthwith remit the same to the Resulting Company. The Demerged Company 1 and the Resulting Company shall take all such steps, execute all such documents and provide all such confirmations as may be required by the relevant banks and depositories to give effect to the transfer and substitution contemplated under this clause.

Provided that for the avoidance of doubt, the identification of the assets, liabilities, employees, contracts, permits and other items forming part of the Healthcare Services Business of the Demerged Company 1 shall, in the first instance, be as determined by the Board of the Demerged Company 1. Any question that may arise as to whether a specified asset, liability, staff, workmen or employees pertains or does not pertain to the Demerged Undertaking 1 or whether it arises out of the activities or operations of the Demerged Undertaking 1 or not, shall be decided mutually by Board of Directors of the Demerged Company 1 and the Resulting Company or any committee thereof.

6 REMAINING BUSINESS OF THE DEMERGED COMPANY 1

- 6.1 The Remaining Business of Demerged Company 1 and all its assets, liabilities and obligations, as applicable, shall continue to belong to and be vested in and be managed by the Demerged Company 1, and the Resulting Company shall

have no right, claim or obligation in relation to the Remaining Business of Demerged Company 1 and nothing in this Scheme shall operate to transfer any of the Remaining Business of Demerged Company 1 to the Resulting Company or to make the Resulting Company liable for any of the liabilities of the Demerged Company 1.

6.2 All suit, appeal, petition, complaint, application or any other legal or regulatory proceedings of whatsoever nature or any cause of actions by or against the Demerged Company 1 in respect of the Remaining Business of Demerged Company 1 pending on and/or arising after the Appointed Date, as and from the Effective Date 1 shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Demerged Company 1 in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company 1 in respect of the Remaining Business of the Demerged Company 1.

6.3 Up to and including the Effective Date 1:

- (a) Demerged Company 1 shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of Demerged Company 1 for and on its own behalf;
- (b) All profits or loss and income or expenditure arising, accruing or incurred by the Demerged Company 1 (including the effect of taxes such as advance tax, tax deducted or collected at source etc., if any, thereon) relating to the Remaining Business shall for all purposes be treated as and be deemed to be and accrue as the profits or loss and income or expenditure, as the case may be, of the Demerged Company 1; and
- (c) All assets and properties acquired in relation to Remaining Business of Demerged Company 1 on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company 1.

7 EMPLOYEES OF THE DEMERGED UNDERTAKING 1

7.1 Upon Part II of the Scheme becoming effective, all Transferring Employees of Demerged Company 1 in service as on the Effective Date 1 and as identified by the Board of the Demerged Company 1 shall become the employees of the Resulting Company, without any break or interruption in their services, on terms and conditions no less favourable than those on which they are engaged by the Demerged Company 1.

7.2 The past services of all the aforesaid Transferring Employees of Demerged Company 1 (referred to in Clause 7.1 above) prior to the Effective Date 1 shall

be taken into account for the purposes of all benefits to which such employees may be eligible, including for the purpose of payment of any retrenchment or redundancy compensation, leave encashment, gratuity and other terminal benefits. The accumulated balances, if any, standing to the credit in favour of the aforesaid Transferring Employees of Demerged Company 1 (referred to in Clause 7.1 above) in the existing provident fund, gratuity fund, superannuation fund and any other fund of which they are members, as the case may be, will be transferred to the respective funds of the Resulting Company set-up in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities or to the funds nominated by the Resulting Company. Pending the transfer as aforesaid, the dues of the said Transferring Employees of Demerged Company 1 (referred to in Clause 7.1 above) would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund and other fund respectively of Demerged Company 1.

- 7.3 Further to the transfer of the accumulated balances or contributions from the funds as set out in Clause 7.2 above, for all purposes whatsoever in relation to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company 1 in relation to the Demerged Undertaking 1 as on the Effective Date 1 in relation to such funds shall become those of the Resulting Company. It is clarified that the services of the aforesaid Transferring Employees of Demerged Company 1 (referred to in Clause 7.1 above) will be treated as having been continuous for the purposes of the said funds.
- 7.4 In so far as the existing benefits or funds created by the Demerged Company 1 for the employees of the Remaining Business of the Demerged Company 1 are concerned, the same shall continue and the Demerged Company 1 shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.
- 7.5 The Demerged Company 1 shall not vary the terms and conditions of employment of any of the employees engaged in and for the Demerged Undertaking 1 except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Demerged Company 1 as the case may be, prior to the Appointed Date.

8 LEGAL PROCEEDINGS

- 8.1 Upon Part II of the Scheme becoming effective, all suits, actions, administrative proceedings, tribunal proceedings, show cause notices,

demands, legal and other proceedings of whatsoever nature, by or against the Demerged Company 1 pending and/or arising on or before the Appointed Date or which may be instituted at any time thereafter and in each case relating to the Demerged Undertaking 1, shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme and shall be continued and be enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company 1. The Resulting Company shall be substituted in place of the Demerged Company 1 or added as party to such proceedings and shall prosecute or defend all such proceedings at its own cost, in cooperation with the Demerged Company 1 and the liability of the Demerged Company 1 shall stand nullified. The Demerged Company 1 shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking 1.

- 8.2 The Resulting Company undertakes to have all legal and other proceedings initiated by or against the Demerged Company 1 referred to in Clause 8.1 above transferred to its name as soon as is reasonably practicable after the Effective Date 1 and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company 1 on priority. The Demerged Company 1 and the Resulting Company shall make relevant applications and take all steps as may be required in this regard.
- 8.3 Notwithstanding anything contained herein above, if at any time after the Effective Date 1, the Demerged Company 1 is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority, in relation to the Demerged Undertaking 1, the Demerged Company 1 shall, in view of the transfer and vesting of the Demerged Undertaking 1 pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company 1 with the Resulting Company. However, if the Demerged Company 1 is unable to get the Resulting Company replaced in its place in such proceedings, the Demerged Company 1 shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse to the Demerged Company 1 all liabilities and obligations incurred by the Demerged Company 1 in respect thereof.

9 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Subject to the other provisions of this Scheme and with effect from the Effective Date 1, all contracts, deeds, bonds, agreements, settlements, indemnities, arrangements, licenses, engagements and other instruments, if any, of whatsoever nature in relation to the Demerged Undertaking 1, to which

the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 is eligible and which are subsisting or having effect immediately before the Effective Date 1, shall remain in full force and effect automatically against or in favour of the Resulting Company, as the case may be, and shall be binding on and be enforceable by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company had been originally a party or beneficiary or obligee thereto or thereunder.

- 9.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 1 occurs by virtue of this Scheme itself, the Resulting Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 9.1. To the extent that the Demerged Company 1 is required prior to the Effective Date 1 to enter into and / or issue and / or execute such deeds, writings or confirmations, the Resulting Company shall be entitled to act for and on behalf of and in the name of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 1.
- 9.3 It is hereby clarified that if any contracts, deeds, bonds, agreements, registrations, licenses, assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets), schemes, arrangements or other instruments of whatsoever nature in respect of the Demerged Undertaking 1 to which the Demerged Company 1 is a party, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company 1 shall hold such contracts, deeds, bonds, agreements, registrations, licenses, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, on and till the Effective Date 1 or till the new contract is entered by the Resulting Company to ensure continuity of business operations without interruption.
- 9.4 After the Part II of the Scheme becomes effective, the Resulting Company on its own be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking 1, in so far as may be necessary.

10 SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Demerged Company 1 in relation to the Demerged Undertaking 1 on or after the Appointed Date till until the Effective Date 1, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds, matters and things done and / or executed by the

Demerged Company 1 for the Demerged Undertaking 1 in regard thereto, as if done or executed on behalf of the Resulting Company.

11 TREATMENT OF TAXES

- 11.1 The Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(35) read with other applicable provisions of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(35) of the IT Act. Such modification shall however, not affect other parts of the Scheme.
- 11.2 The accumulated losses and allowance for unabsorbed depreciation of the Demerged Company 1, if any, for the period prior to the Appointed Date shall be apportioned between the Demerged Company 1 and the Resulting Company in accordance with the provisions of Section 116(6) of IT Act and shall be allowed to be carried forward and set off in the hands of the respective parties against their respective profits for the period after the Appointed Date without any specific approval or permission.
- 11.3 The benefits in respect of all TDS, TCS, payments in respect of advance taxes, self-assessment Taxes, Tax on regular assessments made or otherwise recovered by the Appropriate Authorities on or after the Appointed Date in the name and PAN of the Demerged Company 1 but relating to the profits, income or gains of the Demerged Undertaking 1 shall be deemed to be the Taxes deducted, collected, paid, recovered, as the case may be, by or from the Resulting Company and the credit in respect thereof shall be available in the hands of the Resulting Company.
- 11.4 The Resulting Company shall be entitled to claim deduction under Section 37 of the IT Act in respect of unpaid liabilities transferred to it as part of the Demerged Undertaking 1, if any, to the extent not claimed by the Demerged Company 1, as and when the same are paid by the Resulting Company subsequent to the Appointed Date.
- 11.5 The Resulting Company shall be entitled to claim deduction under Section 31 of the IT Act in respect of the debts as on the Appointed Date transferred to it as part of the Demerged Undertaking 1, if any, to the extent they are written off as irrecoverable by the Resulting Company as and when the same are so written off by the Resulting Company subsequent to the Appointed Date.

- 11.6 The Resulting Company shall be entitled to claim deduction under section 35(b)(i) and Sec. 35(b)(ii) of the IT Act in respect of the expenditure disallowed in the hands of the Demerged Company 1, if any, under that section prior to the Appointed Date and in respect of which the TDS liability is transferred to the Resulting Company as part of the liabilities of the Demerged Undertaking 1 as and when such TDS liability is discharged by the Resulting Company after the Appointed Date.
- 11.7 The Demerged Company 1 shall be liable for any Tax payable under the Tax Laws and shall be entitled to any refunds of Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking 1 prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company 1 and whether such payments or receipts are due or realised on, before or after the Appointed Date; and even if the prescribed time limits for claiming such refunds or credits have lapsed. If the Demerged Company 1 makes any payment to discharge any liabilities/ receives any refunds under Tax Laws that are the responsibility/ entitlements of the Resulting Company the Resulting Company shall promptly pay or reimburse to/ receive from the Demerged Company 1 for such payment/ refund. If the Resulting Company makes any payment to discharge any liabilities/ receives any refunds under Tax Laws that are the responsibility/ entitlements of the Demerged Company 1, the Demerged Company 1 shall promptly pay or reimburse to/ receive from the Resulting Company for such payment/ refund.
- 11.8 Any Tax incentives, subsidies, exemptions, special status, Tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, GST, turnover tax, excise duty, etc.), unutilized GST credits, duty drawbacks, and other benefits, credits, exemptions or privileges enjoyed, granted by an Appropriate Authority or availed of by the Demerged Company 1 and/or benefits under incentive schemes and policies relating to the Demerged Undertaking 1 shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the Demerged Undertaking 1 on or after the Appointed Date and to the extent permissible under applicable Tax Laws, vest with and be available to Resulting Company on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company. The Demerged Company 1 and Resulting Company shall take such actions as may be necessary under Applicable Laws to effect such transfers.
- 11.9 The Resulting Company and Demerged Company 1 shall be entitled to and are expressly permitted to file/ revise /modify its income-tax returns, TDS/TCS certificates, TDS/TCS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS/TCS certificates, and shall have the right to

claim refunds, advance Tax credits, input Tax credit (if transferable), credits of all Taxes paid/withheld/ collected, if any, to the extent permissible under applicable Tax Laws as may be required consequent to implementation of this Scheme.

12 CONSIDERATION FOR DEMERGER

- 12.1 Upon Part II of the Scheme becoming effective, and in consideration for the transfer and vesting of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis its equity shares, credited as fully paid-up (the **“Equity Shares of the Resulting Company”**), to QMS Equity Shareholders as on the Record Date 1 in the following manner:

“1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 1” (“Share Entitlement Ratio 1”)

- 12.2 The Equity Shares of the Resulting Company to be issued to QMS Equity Shareholders pursuant to Clause 12.1 above shall be subject to the provision of the memorandum of association, articles of association of the Resulting Company and shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company after the Effective Date 1 including with respect to dividend, bonus, rights shares, voting rights and other corporate benefits attached to the shares of the Resulting Company.
- 12.3 The Equity Shares of the Resulting Company that are to be issued in terms of this Scheme shall be issued in dematerialised form. All those equity shareholders who hold shares of the Demerged Company 1 in physical form, if any, shall receive the Equity Shares of the Resulting Company in dematerialized form only, provided that the details of their account with the depository participant are intimated in writing to the Demerged Company 1 and provided such intimation has been received by the Demerged Company 1 at least 7 (seven) days before the Record Date 1. If no such intimation is received from any shareholder who holds shares of the Demerged Company 1 in physical form 7 (seven) days before the Record Date 1, the Resulting Company shall keep such shares in abeyance / escrow account / with a trustee nominated by the Board of the Resulting Company for the benefit of such shareholders or shall be dealt with as provided under the Applicable Law and will be credited to the respective depository participant accounts of such shareholders as and when the details of such shareholder's account with the depository participant are intimated in writing to the Resulting Company and/or its registrar, if permitted under Applicable Law.

- 12.4 The Equity Shares of the Resulting Company to be issued by the Resulting Company in respect of the equity shares of the Demerged Company 1 held in the unclaimed suspense account shall be credited to a new unclaimed suspense account created for shareholders of the Resulting Company.
- 12.5 The Equity Shares of the Resulting Company to be issued to QMS Equity Shareholders in respect of the equity shares held by the Investor Education and Protection Fund Authority ("IEPF") shall be issued to IEPF in favour of such equity shareholders by the Resulting Company.
- 12.6 The Equity Shares of the Resulting Company to be issued by the Resulting Company, pursuant to Clause 12.1 in respect of any shares of the Demerged Company 1 which are held in abeyance under the provisions of Section 126 of the Act or which the Resulting Company is unable to issue due to non-receipt of relevant approvals or due to Applicable Laws or otherwise shall, pending allotment or settlement of dispute by order of Tribunal or any court or otherwise, be held in abeyance by the Resulting Company or shall be dealt with as provided under the Applicable Law.
- 12.7 The issue and allotment of the Equity Shares of the Resulting Company is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company 1 or their shareholders and as if the procedure laid down under the Act and such other Applicable Law, were duly complied with. It is clarified that the approval of the shareholders of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the Equity Shares of the Resulting Company under applicable provisions of the Act.
- 12.8 In the event the Demerged Company 1 restructures its share capital by way of share split or consolidation or bonus issue before the Record Date 1, the Share Entitlement Ratio 1 set out in Clause 12.1 above shall be suitably adjusted considering the effect of such corporate action without requirement of any further approval from shareholders or Appropriate Authority.
- 12.9 The fractional entitlements, if any shall be aggregated and held by an individual trustee in a separate account nominated by the Resulting Company ("Trustee"), who shall sell such shares in the market at such price, within a period of 90 days from the date of allotment of shares, as per the Scheme. Upon such sale, the Trustee shall pay to the Resulting Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred) whereupon the Resulting Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned QMS Equity Shareholders in proportion to their respective fractional entitlements represented by the shares so sold by the Trustee. In case, the number of shares to be issued and allotted

to QMS Equity Shareholders by virtue of consolidation of fractional entitlements, is a fraction, it shall be rounded-off to the next higher integer.

- 12.10 The Resulting Company shall apply for listing of Equity Shares of the Resulting Company on the Stock Exchange in terms of and in compliance of SEBI Scheme Circular and other relevant provisions as may be applicable. The Equity Shares of the Resulting Company allotted by the Resulting Company in terms of Clause 12.1 above, pursuant to this Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the NSE. There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date 1 and the listing which may affect the status of approvals received from the NSE, other than as provided in the Scheme. The Resulting Company will not issue/ reissue any shares, not covered under this Scheme, till the date of listing of the Equity Shares of the Resulting Company issued under this Scheme on the NSE.
- 12.11 The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchange, SEBI Listing Regulations and SEBI Scheme Circular.

13 ACCOUNTING TREATMENT

13.1 Accounting Treatment in the books of the Demerged Company 1

Notwithstanding anything contrary contained herein, upon Part II of the Scheme becoming effective, the demerger of the Demerged Undertaking 1 from Demerged Company 1 into the Resulting Company shall be accounted for, in the books of Demerged Company 1 in accordance with Appendix A of Ind AS 10 'Distribution of Non-Cash Assets to Owners' and other applicable Ind AS read with the rules made thereunder, as may be amended from time to time as follows:

- 13.1.1 The Demerged Company 1 shall measure a liability to distribute non cash assets to its owners to the extent of fair value of the Demerged Undertaking 1 to be distributed with a corresponding debit to Other Equity.
- 13.1.2 The Demerged Company 1 shall derecognize and reduce the book value of all assets and liabilities of the Demerged Undertaking 1, as identified by the Board of the Demerged Company 1, transferred to the Resulting Company from its books of accounts.
- 13.1.3 Inter-company balances and transactions between the Resulting Company and the Demerged Company 1, pertaining to the Demerged Undertaking 1, if any, shall stand cancelled.

13.1.4 The book value of the net assets de-recognised as per Clause 13.1.2 above after making adjustment as mentioned in Clause 13.1.3, will be adjusted against the carrying amount of the liability recognised as per Clause 13.1.1 above, and the difference, if any, shall be recognised in the Statement of Profit and Loss.

13.1.5 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the Ind AS applicable to the Demerged Company 1.

13.2 Accounting Treatment in the books the Resulting Company

Notwithstanding anything contrary contained herein, upon Part II of the Scheme becoming effective, the demerger of the Demerged Undertaking 1 from Demerged Company 1 into the Resulting Company shall be accounted for, in the books of Resulting Company in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 and the generally accepted accounting principles in India, as follows:

13.2.1 The Resulting Company shall recognise the identifiable assets (including unrecognised intangible assets) acquired and liabilities assumed pertaining to Demerged Undertaking 1 at their fair values at acquisition date as defined in Ind AS 103.

13.2.2 The excess of the consideration over the fair value of the identifiable assets acquired and liabilities assumed (as mentioned in Clause 13.2.1) pertaining to Demerged Undertaking 1 shall be recognised as goodwill.

13.2.3 The Resulting Company shall record bargain purchase gain if the fair value of identified assets acquired and liabilities assumed exceeds the consideration. The resulting bargain purchase gain shall be recorded in the Other Comprehensive Income or directly recognized in Other Equity under Capital Reserve, as the case may be.

13.2.4 In case of any differences in accounting policies between the Demerged Company 1 and the Resulting Company, the accounting policies followed by the Resulting Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

13.2.5 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the Ind AS applicable to the Resulting Company.

14 REDUCTION AND CANCELLATION OF ENTIRE EXISTING PAID-UP SHARE CAPITAL OF THE RESULTING COMPANY

- 14.1 Upon Part II of the Scheme coming into effect, the entire existing paid up share capital of the Resulting Company held by the Demerged Company 1 (directly and/ or through nominees) before allotment of the Equity Shares of the Resulting Company pursuant to Clause 12.1 shall stand cancelled, reduced and extinguished, without any consideration and without any further act, instrument or deed, which shall be regarded as reduction of share capital of the Resulting Company, pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme and the Parties shall not be required to separately follow the process under Section 66 of the Act or any other provisions of Applicable Law. The aforesaid reduction of capital does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.
- 14.2 It is clarified that the approval of the shareholders of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the reduction of the share capital of the Resulting Company and no further resolution or action under any other provisions of the Act would be required to be separately passed or taken.
- 14.3 Notwithstanding the reduction in the share capital of the Resulting Company, the Resulting Company shall not be required to add “And Reduced” as suffix to its name.

PART III

DEMERGER OF DEMERGED UNDERTAKING 2 OF THE DEMERGED COMPANY 2 INTO AND WITH THE RESULTING COMPANY

15 TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2

Upon Part III of this Scheme becoming effective and with effect from the Appointed Date, the Demerged Undertaking 2 of the Demerged Company 2, as defined in Clause 1.12 shall stand demerged to and vested in or deemed to be demerged to and vested in the Resulting Company, as a going concern, in accordance with Section 2(35) of the IT Act and in the following manner:

15.1 The transfer and vesting of movable assets shall be effected as follows:

- (a) In respect of such of the assets and properties forming part of the Demerged Undertaking 2 which are movable in nature (including but not limited to all intangible assets), intellectual property and intellectual property rights, including any applications for the same, of any nature whatsoever including but not limited to trademarks forming part of the Demerged Undertaking 2, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights and such other industrial and intellectual property rights of whatsoever nature or are otherwise capable of transfer by physical delivery or constructive delivery or possession or by endorsement, the same shall stand transferred by the Demerged Company 2 to the Resulting Company upon coming into effect of Part III of this Scheme and shall, *ipso facto* and without any other or further order to this effect, become the assets and properties of the Resulting Company without requiring any deed or instrument of conveyance for transfer of the same. The transfer pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or record, pursuant to this Scheme, as appropriate to the property being transferred, and title to the property shall be deemed to have been transferred accordingly.
- (b) With respect to the moveable assets of the Demerged Undertaking 2 other than those referred to in Clause 15.1(a) above, intangible assets, actionable claims, sundry debtors, investments, outstanding loans, advances recoverable in cash or kind or for value to be received, earnest monies, bills, credits and deposits with the government, semi-government, local and other authorities and bodies and customers, whether or not the same is held in the name of the Demerged Company 2, the same shall, without any further act, instrument or deed, be transferred

to and/or be deemed to be transferred to the Resulting Company, with effect from the Appointed Date by operation of law as transmission in favour of the Resulting Company. Post the Effective Date 2, the Demerged Company 2 may, at the request of the Resulting Company, give notice in such form as it may deem fit and proper, to such person entitled thereto, as the case may be, that any debt, receivable, bill, credit, loan, advance, or deposit, contracts or policies relating to the Demerged Undertaking 2 stands transferred to the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.

- (c) All immovable property forming part of the Healthcare Services Business of Demerged Company 2, whether or not included in the books of the Demerged Company 2, whether freehold, leasehold or licensed, including but not limited to capital works in progress, land, buildings, structures, and all other rights, titles, interests, rights of way and easements in relation thereto or embedded in the land, allotted, leased or licensed by various landlords, owners and lessors (including any Governmental Authority or Appropriate Authority), together with all documents of title, security deposits paid in connection therewith, and all lease, license or rent agreements entered into by the Demerged Company 2 with various landlords, owners and lessors in connection with the use of such immovable property, forming part of the Demerged Undertaking 2 shall become the property of the Resulting Company and be vested in the Resulting Company or be deemed to have been so, automatically without any act or deed to be done or executed by the Demerged Company 2 and/or the Resulting Company. The mutation or substitution of the title to the immovable properties shall, upon Part III of this Scheme becoming effective, be made and duly recorded in the name of the Resulting Company by the Appropriate Authorities pursuant to the sanction of this Scheme by the Tribunal and upon Part III of the Scheme becoming effective in accordance with the terms hereof.

- 15.2 In relation to the assets, if any, belonging to the Demerged Undertaking 2 which require separate documents of transfer, the Demerged Company 2 and the Resulting Company will execute necessary documents, as and when required.

Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 in respect of this Scheme, the Resulting Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Demerged Undertaking 2 in accordance with the provisions of Sections 230 to 232 and other applicable sections of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- 15.3 Upon Part III of the Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Demerged Company 2 relating to the Demerged Undertaking 2, shall without any further act or deed be and stand transferred to the Resulting Company so as to become the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company 2 as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company 2 on or after the Appointed Date and prior to the Effective Date 2 such discharge shall be deemed to have been for and on account of the Resulting Company. After the Effective Date 2, the Resulting Company undertakes to meet, discharge and satisfy the said liabilities to the exclusion of the Demerged Company 2 and to keep the Demerged Company 2 indemnified at all times from and against all such liabilities and from and against all actions, demands and proceedings in respect thereto. Further, the Demerged Company 2 shall not have any obligations in respect of such transferred liabilities.
- 15.4 Subject to other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertaking 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or other debt or debt securities of the Remaining Business of Demerged Company 2, shall, as and from the Effective Date 2, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those loans, liabilities, borrowings of the Demerged Company 2 pertaining to the Remaining Business of Demerged Company 2 (and which shall continue with the Demerged Company 2);
- 15.5 In so far as the assets of the Remaining Business of the Demerged Company 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the liabilities of the Demerged Undertaking 2 shall, without any further act, instrument or deed be released and discharged from such Encumbrances.
- 15.6 In so far as Encumbrances, if any, in respect of the liabilities of the Demerged Undertaking 2, such Encumbrance shall, without any further act, instrument or deed being required to be taken or modified, be extended to and shall operate only over the assets comprised in the Demerged Undertaking 2, and such Encumbrances shall not relate to or attach to any of the other assets of the Resulting Company. The absence of any formal amendment which may

be required by a lender or trustee or third party in order to effect such release shall not affect the operation of Clause 15.4, Clause 15.5 and this Clause 15.6;

- 15.7 With effect from the Appointed Date and upon Part III of the Scheme becoming effective, any statutory licenses or other licenses, pre-qualification for the existing contracts, registrations, customer contracts, no objection certificates, permissions or approvals, trademarks, logos or consents, permits, quotas, approvals, permissions, incentives, subsidies, concessions, grants, credits, rights, patents, claims and other benefits or privileges enjoyed or conferred upon or held by the Demerged Company 2 to carry on operations of the Demerged Undertaking 2 shall stand vested in or transferred to the Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favor of the Resulting Company. Upon Part III of the Scheme becoming effective and till approval for transfer of licenses/ registrations is obtained from the concerned authority, the Resulting Company is allowed to use all the licenses/ registrations relating to the Demerged Undertaking 2 of the Demerged Company 2 and entitled to the benefits of all statutory and regulatory permissions, approvals and consents, registration or other licenses etc. In the event, if any business license, registrations, approvals, authorizations, etc. relating to the Demerged Undertaking 2 is not transferable to the Resulting Company pursuant to the Scheme, then the Resulting Company shall apply for fresh business license / registration etc. and till the time the same is obtained by the Resulting Company, it will allow the Demerged Company 2 to undertake the relevant business obligations for & on behalf of Resulting company to ensure continuity of business operations without any interruption.
- 15.8 All taxes (including but not limited to advance tax, tax deducted at source, Minimum Alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid, value added tax, sales tax, service tax, goods and services tax etc.), as applicable, payable by or refundable to the Demerged Company 2 in relation to the Demerged Undertaking 2, shall be treated as the tax liability or refunds / claims, etc. as the case may be, of the Resulting Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, goods and services tax input credits (Central Goods and Service Tax law (CGST) State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.), CENVAT etc., as would have been available to the Demerged Company 2 in relation to the Demerged Undertaking 2, shall pursuant to Part III of this Scheme becoming effective, be available to the Resulting Company. It is specifically provided that if the Demerged Company 2 receives any refunds / credit / claims or incurs any liability in respect of the Demerged Undertaking 2, the same shall be on behalf of and as a trustee of the Resulting Company and the same shall be refunded to / paid by the Resulting Company.

- 15.9 Upon coming into effect of Part III of this Scheme, to the extent that there are inter-company transactions or balances including loans and advances, receivables, payables and other dues outstanding in relation to the Demerged Undertaking 2 between the Demerged Company 2 and the Resulting Company, the obligations in respect thereof shall come to an end.
- 15.10 On and from the Effective Date 2 and till the time the banking details are not updated, the Demerged Company 2 shall be allowed to accept all cheques and other negotiable instruments, payment orders received in the name of the Demerged Company 2 pertaining to the Demerged Undertaking 2, for and on account of and in trust for the Resulting Company. Subsequently the Demerged Company 2 shall transfer entire amount collected in trust for the Demerged Undertaking 2 to the Resulting Company.
- 15.11 All bank accounts and demat accounts operated or entitled to be operated by the Demerged Company 2 relating to the Demerged Undertaking 2 shall, with effect from the Effective Date 2, be deemed to have been transferred to and shall stand transferred to the Resulting Company. Upon such transfer, where applicable, the name of the Demerged Company 2 shall be substituted by the name of the Resulting Company in the records of the relevant banks and depositories, and the Resulting Company shall be entitled to operate all such bank accounts and demat accounts, realize all monies and complete and enforce all pending contracts and transactions in the name of the Resulting Company. It is clarified that until such time as the substitution of name in the records of the relevant banks and depositories is formally completed, the provisions of Clause 15.11 shall continue to apply, and the Demerged Company 2 shall continue to act as trustee in respect of all amounts received by it pertaining to the Demerged Undertaking 2 and shall forthwith remit the same to the Resulting Company. The Demerged Company 2 and the Resulting Company shall take all such steps, execute all such documents and provide all such confirmations as may be required by the relevant banks and depositories to give effect to the transfer and substitution contemplated under this clause.

Provided that for the avoidance of doubt, the identification of the assets, liabilities, employees, contracts, permits and other items forming part of the Healthcare Services Business of the Demerged Company 2 shall, in the first instance, be as determined by the Board of the Demerged Company 2. Any question that may arise as to whether a specified asset, liability, staff, workmen or employees pertains or does not pertain to the Demerged Undertaking 2 or whether it arises out of the activities or operations of the Demerged Undertaking 2 or not, shall be decided mutually by Board of Directors of the Demerged Company 2 and the Resulting Company or any committee thereof.

16 REMAINING BUSINESS OF THE DEMERGED COMPANY 2

- 16.1 The Remaining Business of Demerged Company 2 and all its assets, liabilities and obligations, as applicable, shall continue to belong to and be vested in and be managed by the Demerged Company 2, and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Business of Demerged Company 2 and nothing in this Scheme shall operate to transfer any of the Remaining Business of Demerged Company 2 to the Resulting Company or to make the Resulting Company liable for any of the liabilities of the Demerged Company 2.
- 16.2 All suit, appeal, petition, complaint, application or any other legal or regulatory proceedings of whatsoever nature or any cause of actions by or against the Demerged Company 2 in respect of the Remaining Business of Demerged Company 2 pending on and/or arising after the Appointed Date, as and from the Effective Date 2 shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Demerged Company 2 in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company 2 in respect of the Remaining Business of the Demerged Company 2.
- 16.3 Up to and including the Effective Date 2:
- (a) Demerged Company 2 shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of Demerged Company 2 for and on its own behalf;
 - (b) All profits or loss and income or expenditure arising, accruing or incurred by the Demerged Company 2 (including the effect of taxes such as advance tax, tax deducted or collected at source etc., if any, thereon) relating to the Remaining Business shall for all purposes be treated as and be deemed to be and accrue as the profits or loss and income or expenditure, as the case may be, of the Demerged Company 2; and
 - (c) All assets and properties acquired in relation to Remaining Business of Demerged Company 2 on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company 2.

17 EMPLOYEES OF THE DEMERGED UNDERTAKING 2

- 17.1 Upon Part III of the Scheme becoming effective, all Transferring Employees of Demerged Company 2 in service as on the Effective Date 2 and as identified by the Board of the Demerged Company 2 shall become the employees of the

Resulting Company, without any break or interruption in their services, on terms and conditions no less favourable than those on which they are engaged by the Demerged Company 2.

- 17.2 The past services of all the aforesaid Transferring Employees of Demerged Company 2 (referred to in Clause 17.1 above) prior to the Effective Date 2 shall be taken into account for the purposes of all benefits to which such employees may be eligible, including for the purpose of payment of any retrenchment or redundancy compensation, leave encashment, gratuity and other terminal benefits. The accumulated balances, if any, standing to the credit in favour of the aforesaid Transferring Employees of Demerged Company 2 (referred to in Clause 17.1 above) in the existing provident fund, gratuity fund, superannuation fund and any other fund of which they are members, as the case may be, will be transferred to the respective funds of the Resulting Company set-up in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities or to the funds nominated by the Resulting Company. Pending the transfer as aforesaid, the dues of the said Transferring Employees of Demerged Company 2 (referred to in Clause 17.1 above) would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund and other fund respectively of Demerged Company 2.
- 17.3 Further to the transfer of the accumulated balances or contributions from the funds as set out in Clause 17.2 above, for all purposes whatsoever in relation to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company 2 in relation to the Demerged Undertaking 2 as on the Effective Date 2 in relation to such funds shall become those of the Resulting Company. It is clarified that the services of the aforesaid Transferring Employees of Demerged Company 2 (referred to in Clause 17.1 above) will be treated as having been continuous for the purposes of the said funds.
- 17.4 In so far as the existing benefits or funds created by the Demerged Company 2 for the employees of the Remaining Business of the Demerged Company 2 are concerned, the same shall continue and the Demerged Company 2 shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.

The Demerged Company 2 shall not vary the terms and conditions of employment of any of the employees engaged in and for the Demerged Undertaking 2 except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Demerged Company 2 as the case may be, prior to the Appointed Date.

18 TREATMENT OF DEMERGED COMPANY 2 STOCK OPTIONS

- 18.1 After the Part III of Scheme becoming effective, Demerged Company 2 Stock Options granted by the Demerged Company 2 pursuant to Demerged Company 2 Stock Option Plans will continue to be held by the employees concerned (irrespective of whether they continue to be employees of the Demerged Company 2 or become employees of the Resulting Company). The Demerged Company 2 shall take necessary steps to modify the Demerged Company 2 Stock Option Plans in a manner considered appropriate and in accordance with the Applicable Laws in order to continuance of the same in the hands of its Transferring Employees, subject to the approval of the relevant regulatory authorities, if any under Applicable Law.
- 18.2 After Part III of the Scheme becoming effective, the Demerged Company 2 Stock Options granted by Demerged Company 2 under Demerged Company 2 Stock Option Plans shall be restructured by the Board of the Demerged Company 2 in such a manner that the employees concerned (irrespective of whether they continue to be employees of the Demerged Company 2 or become employees of the Resulting Company) on exercise of Demerged Company 2 Stock Option Plans will be entitled to the same benefit in terms of value of equity shares of the Demerged Company 2 as they would have received on exercise of Demerged Company 2 Stock Option Plans prior to the demerger.

19 LEGAL PROCEEDINGS

- 19.1 Upon coming into effect of Part III of this Scheme, all suits, actions, administrative proceedings, tribunal proceedings, show cause notices, demands, legal and other proceedings of whatsoever nature, by or against the Demerged Company 2 pending and/or arising on or before the Appointed Date or which may be instituted at any time thereafter and in each case relating to the Demerged Undertaking 2, shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme and shall be continued and be enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company 2. The Resulting Company shall be substituted in place of the Demerged Company 2 or added as party to such proceedings and shall prosecute or defend all such proceedings at its own cost, in cooperation with the Demerged Company 2 and the liability of the Demerged Company 2 shall stand nullified. The Demerged Company 2 shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking 2.

- 19.2 The Resulting Company undertakes to have all legal and other proceedings initiated by or against the Demerged Company 2 referred to in Clause 19.1 above transferred to its name as soon as is reasonably practicable after the Effective Date 2 and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company 2 on priority. The Demerged Company 2 and the Resulting Company shall make relevant applications and take all steps as may be required in this regard.

Notwithstanding anything contained herein above, if at any time after the Effective Date 2, the Demerged Company 2 is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority, in relation to the Demerged Undertaking 2, the Demerged Company 2 shall, in view of the transfer and vesting of the Demerged Undertaking 2 pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company 2 with the Resulting Company. However, if the Demerged Company 2 is unable to get the Resulting Company replaced in its place in such proceedings, the Demerged Company 2 shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse to the Demerged Company 2 all liabilities and obligations incurred by the Demerged Company 2 in respect thereof.

20 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 20.1 Subject to the other provisions of this Scheme and with effect from the Effective Date 2, all contracts, deeds, bonds, agreements, settlements, indemnities, arrangements, licenses, engagements and other instruments, if any, of whatsoever nature in relation to the Demerged Undertaking 2, to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 is eligible and which are subsisting or having effect immediately before the Effective Date 2, shall remain in full force and effect automatically against or in favour of the Resulting Company, as the case may be, and shall be binding on and be enforceable by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company had been originally a party or beneficiary or obligee thereto or thereunder.
- 20.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 2 occurs by virtue of this Scheme itself, the Resulting Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 20.1. To the extent that the Demerged Company 2 is required prior to the Effective Date 2 to enter into and / or issue and / or execute such deeds, writings or

confirmations, the Resulting Company shall be entitled to act for and on behalf of and in the name of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 2.

- 20.3 It is hereby clarified that if any contracts, deeds, bonds, agreements, registrations, licenses, assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets), schemes, arrangements or other instruments of whatsoever nature in respect of the Demerged Undertaking 2 to which the Demerged Company 2 is a party, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company 2 shall hold such contracts, deeds, bonds, agreements, registrations, licenses, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, on and till the Effective Date 2 or till the new contract is entered by the Resulting Company to ensure continuity of business operations without interruption.
- 20.4 After the Scheme becomes effective, the Resulting Company on its own be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking 2, in so far as may be necessary.

21 SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Demerged Company 2 in relation to the Demerged Undertaking 2 on or after the Appointed Date till until the Effective Date 2, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds, matters and things done and / or executed by the Demerged Company 2 for the Demerged Undertaking 2 in regard thereto, as if done or executed on behalf of the Resulting Company.

22 TREATMENT OF TAXES

- 22.1 The Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(35) read with other applicable provisions of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(35) of the IT Act. Such modification shall however, not affect other parts of the Scheme.

- 22.2 The accumulated losses and allowance for unabsorbed depreciation of the Demerged Company 2, if any, for the period prior to the Appointed Date shall be apportioned between the Demerged Company 2 and the Resulting Company in accordance with the provisions of Section 116(6) of IT Act and shall be allowed to be carried forward and set off in the hands of the respective parties against their respective profits for the period after the Appointed Date without any specific approval or permission.
- 22.3 The benefits in respect of all TDS, TCS, payments in respect of advance taxes, self-assessment Taxes, Tax on regular assessments made or otherwise recovered by the Appropriate Authorities on or after the Appointed Date in the name and PAN of the Demerged Company 2 but relating to the profits, income or gains of the Demerged Undertaking 2 shall be deemed to be the Taxes deducted, collected, paid, recovered, as the case may be, by or from the Resulting Company and the credit in respect thereof shall be available in the hands of the Resulting Company.
- 22.4 The Resulting Company shall be entitled to claim deduction under Section 37 of the IT Act in respect of unpaid liabilities transferred to it as part of the Demerged Undertaking 2, if any, to the extent not claimed by the Demerged Company 2, as and when the same are paid by the Resulting Company subsequent to the Appointed Date.
- 22.5 The Resulting Company shall be entitled to claim deduction under Section 31 of the IT Act in respect of the debts as on the Appointed Date transferred to it as part of the Demerged Undertaking 2, if any, to the extent they are written off as irrecoverable by the Resulting Company as and when the same are so written off by the Resulting Company subsequent to the Appointed Date.
- 22.6 The Resulting Company shall be entitled to claim deduction under section 35(b)(i) and Sec. 35(b)(ii) of the IT Act in respect of the expenditure disallowed in the hands of the Demerged Company 2, if any, under that section prior to the Appointed Date and in respect of which the TDS liability is transferred to the Resulting Company as part of the liabilities of the Demerged Undertaking 2 as and when such TDS liability is discharged by the Resulting Company after the Appointed Date.
- 22.7 The Demerged Company 2 shall be liable for any Tax payable under the Tax Laws and shall be entitled to any refunds of Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking 2 prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company 2 and whether such payments or receipts are due or realised on, before or after the Appointed Date; and even if the prescribed time limits for claiming such refunds or credits have lapsed. If the Demerged Company 2 makes any payment to discharge any liabilities/ receives any

refunds under Tax Laws that are the responsibility/ entitlements of the Resulting Company, the Resulting Company shall promptly pay or reimburse to/ receive from the Demerged Company 2 for such payment/ refund. If the Resulting Company makes any payment to discharge any liabilities/ receives any refunds under Tax Laws that are the responsibility/ entitlements of the Demerged Company 2, the Demerged Company 2 shall promptly pay or reimburse to/ receive from the Resulting Company for such payment/ refund.

- 22.8 Any Tax incentives, subsidies, exemptions, special status, Tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, GST, turnover tax, excise duty, etc.), unutilized GST credits, duty drawbacks, and other benefits, credits, exemptions or privileges enjoyed, granted by an Appropriate Authority or availed of by the Demerged Company 2 and/or benefits under incentive schemes and policies relating to the Demerged Undertaking 2 shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the Demerged Undertaking 2 on or after the Appointed Date and to the extent permissible under applicable Tax Laws, vest with and be available to Resulting Company on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company. The Demerged Company 2 and Resulting Company shall take such actions as may be necessary under Applicable Laws to effect such transfers.
- 22.9 The Resulting Company and Demerged Company 2 shall be entitled to and are expressly permitted to file/ revise /modify its income-tax returns, TDS/TCS certificates, TDS/TCS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS/TCS certificates, and shall have the right to claim refunds, advance Tax credits, input Tax credit (if transferable), credits of all Taxes paid/withheld/ collected, if any, to the extent permissible under applicable Tax Laws as may be required consequent to implementation of this Scheme.

23 CONSIDERATION FOR DEMERGER

- 23.1 Upon Part III of the Scheme becoming effective, and in consideration for the transfer and vesting of the Demerged Undertaking 2 from the Demerged Company 2 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis the Equity Shares of the Resulting Company (as defined in Clause 12.1), to:

- HCAH Equity Shareholders as on the Record Date 2 in the following manner:

“209 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Class A Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 2”

- HCAH CCPS Holders as on Record Date 2 in the following manner:

“706 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Series A 0.0001% CCPS Holders as on Record Date 2 in the following manner:

“1,267 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Series A 0.0001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Series B 0.001% CCPS Holders as on Record Date 2 in the following manner:

“997 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Series B 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Class A 0.001% CCPS Holders as on Record Date 2 in the following manner:

“2,942 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Class A 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Class MW1 0.001% CCPS Holders as on Record Date 2 in the following manner:

“694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Class MW1 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Class MW2 0.001% CCPS Holders as on Record Date 2 in the following manner:

“694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Class MW2 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH Class MW3 0.001% CCPS Holders as on Record Date 2 in the following manner:

“656 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid Class MW3 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”

- HCAH RHJ 0.001% CCPS Holders as on Record Date 2 in the following manner:

“3,885 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3,500 fully paid RHJ 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2”.

The aforesaid ratios in this Clause 23.1 shall be together referred to as “Share Entitlement Ratio 2”.

- 23.2 The Equity Shares of the Resulting Company to be issued to the HCAH Equity Shareholders pursuant to Clause 23.1 above shall be subject to the provision of the memorandum of association, articles of association of the Resulting Company and shall rank pari passu in all respects with the existing equity shares of the Resulting Company after the Effective Date 2 including with respect to dividend, bonus, rights shares, voting rights and other corporate benefits attached to the shares of the Resulting Company.
- 23.3 The Equity Shares of the Resulting Company that are to be issued in terms of this Scheme shall be issued in dematerialised form. All those equity shareholders who hold shares of the Demerged Company 2 in physical form, if any, shall receive the Equity Shares of the Resulting Company in dematerialized form only, provided that the details of their account with the depository participant are intimated in writing to the Demerged Company 2 and provided such intimation has been received by the Demerged Company 2 at least 7 (seven) days before the Record Date 2. If no such intimation is received from any shareholder who holds shares of the Demerged Company 2 in physical form 7 (seven) days before the Record Date 2, the Resulting Company shall keep such shares in abeyance / escrow account / with a trustee nominated by the Board of the Resulting Company for the benefit of such shareholders or shall be dealt with as provided under the Applicable Law and will be credited to the respective depository participant accounts of such shareholders as and when the details of such shareholder's account with the

depository participant are intimated in writing to the Resulting Company and/or its registrar, if permitted under Applicable Law.

- 23.4 The issue and allotment of the Equity Shares of the Resulting Company is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company 2 or their shareholders and as if the procedure laid down under the Act and such other Applicable Law, were duly complied with. It is clarified that the approval of the shareholders of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the Equity Shares of the Resulting Company under applicable provisions of the Act.
- 23.5 In the event the Demerged Company 2 restructures its share capital by way of share split or consolidation or bonus issue before the Record Date 2, the Share Entitlement Ratio 2 set out in Clause 23.1 above shall be suitably adjusted considering the effect of such corporate action without requirement of any further approval from shareholders or Appropriate Authority.
- 23.6 The fractional entitlements, if any shall be aggregated and held by an individual trustee in a separate account nominated by the Resulting Company (“**Trustee**”), who shall sell such shares in the market at such price, within a period of 90 days from the date of allotment of shares, as per the Scheme. Upon such sale, the Trustee shall pay to the Resulting Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred) whereupon the Resulting Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned Shareholders of the Demerged Company 2 in proportion to their respective fractional entitlements represented by the shares so sold by the Trustee. In case, the number of shares to be issued and allotted to the members of the Demerged Company 2 by virtue of consolidation of fractional entitlements, is a fraction, it shall be rounded-off to the next higher integer.
- 23.7 The Resulting Company shall apply for listing of Equity Shares of the Resulting Company on the Stock Exchange in terms of and in compliance of SEBI Listing Regulations and other relevant provisions as may be applicable. The Equity Shares of the Resulting Company allotted by the Resulting Company in terms of Clause 23.1 above, pursuant to this Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the NSE. There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date 2 and the listing which may affect the status of approvals received from the NSE, other than as provided in the Scheme. The Resulting Company will not issue/ reissue any shares, not covered under this Scheme, till the date of listing of the Equity Shares of the Resulting Company issued under this Scheme on the NSE.

- 23.8 The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchange, SEBI Listing Regulations and SEBI Scheme Circular.

24 ACCOUNTING TREATMENT

24.1 Accounting Treatment in the books of Demerged Company 2

Notwithstanding anything contrary contained herein, upon Part III of the Scheme becoming effective, the demerger of the Demerged Undertaking 2 from Demerged Company 2 into the Resulting Company shall be accounted for, in the books of Demerged Company 2, in accordance with Appendix A of Ind AS 10 'Distribution of Non-Cash Assets to Owners' and other applicable Ind AS read with the rules made thereunder, as may be amended from time to time as follows:

- 24.1.1 The Demerged Company 2 shall measure a liability to distribute non cash assets to its owners to the extent of fair value of the Demerged Undertaking 2 to be distributed with a corresponding debit to Other Equity.
- 24.1.2 The Demerged Company 2 shall derecognize and reduce the book value of all assets and liabilities of the Demerged Undertaking 2, as identified by the Board of the Demerged Company 2, transferred to the Resulting Company from its books of accounts.
- 24.1.3 Inter-company balances and transactions between the Resulting Company and the Demerged Company 2, pertaining to the Demerged Undertaking 2, if any, shall stand cancelled.
- 24.1.4 The book value of the net assets de-recognised as per Clause 24.1.2 above after making adjustment as mentioned in Clause 24.1.3, will be adjusted against the carrying amount of the liability recognised as per Clause 24.1.1 above, and the difference, if any, shall be recognised in the Statement of Profit and Loss.
- 24.1.5 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the Ind AS applicable to the Demerged Company 2.

24.2 Accounting Treatment in the books of the Resulting Company

Notwithstanding anything contrary contained herein, upon Part III of the Scheme becoming effective, the demerger of the Demerged Undertaking 2 from Demerged Company 2 into the Resulting Company shall be accounted

for, in the books of Resulting Company in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 and the generally accepted accounting principles in India, as follows:

- 24.2.1 The Resulting Company shall recognise the identifiable assets (including unrecognised intangible assets) acquired and liabilities assumed pertaining to Demerged Undertaking 2 at their fair values at acquisition date as defined in Ind AS 103.
- 24.2.2 The excess of the consideration over the fair value of the identifiable assets acquired and liabilities assumed (as mentioned in Clause 24.2.1) pertaining to Demerged Undertaking 2 shall be recognised as goodwill.
- 24.2.3 The Resulting Company shall record bargain purchase gain if the fair value of identified assets acquired and liabilities assumed exceeds the consideration. The resulting bargain purchase gain shall be recorded in the Other Comprehensive Income or directly recognized in Other Equity under Capital Reserve, as the case may be.
- 24.2.4 In case of any differences in accounting policies between the Demerged Company 2 and the Resulting Company, the accounting policies followed by the Resulting Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 24.2.5 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the Ind AS applicable to the Resulting Company.

PART IV

GENERAL TERMS AND CONDITIONS

25 PROMOTERS OF THE RESULTING COMPANY

Upon the Scheme coming into effect, the existing Promoter/ Promoter Group of the Demerged Company 1 as disclosed in the latest shareholding pattern filed by the Demerged Company 1 on the Stock Exchange under Applicable Law before the Appointed Date shall be classified as the Promoter/ Promoter Group of the Resulting Company and all the Shareholders of the Demerged Company 2 to whom Equity Shares of the Resulting Company are issued pursuant to Clause 23 of this Scheme shall be classified as 'Public' shareholders of the Resulting Company.

26 AMENDMENTS TO THE ARTICLES OF ASSOCIATION OF THE RESULTING COMPANY

26.1 On and from the Effective Date 1, the articles of association of the Resulting Company shall be amended and restated in the manner set out in **Schedule I** of this Scheme.

26.2 It is clarified that the approval of the shareholders of the Resultant Company, Demerged Company 1 and Demerged Company 2 to this Scheme shall be deemed to be sufficient for purposes of effecting the above and that no further action under SEBI Listing Regulations, SEBI Scheme Circular, Section 14 of the Act or any other applicable provisions of the Act and applicable Law shall be separately required.

27 AUTHORISED SHARE CAPITAL OF THE RESULTING COMPANY

27.1 Upon Part II of the Scheme becoming effective, the authorised share capital of the Resulting Company shall stand altered and increased, without any further act, instrument or deed on the part of the Resulting Company as under:

Authorised Share Capital	
3,50,00,000 Equity Shares of INR 10 each	35,00,00,000

27.2 Consequently, the existing capital clause V(a) of the Memorandum of Association of the Resulting Company shall without any act, instrument or deed be and stand altered, modified and amended and be replaced by the following clause:

“ The Authorised Share Capital of the Company is Rs. 35,00,00,000 (Rupees Thirty-Five Crores Only) divided into 3,50,00,000 (Three Crore Fifty Lakhs Only) Equity Shares of Rs. 10/- (Rupees Ten Only) each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, determined by or accordance with the Articles of Association of the company or the legislative provisions for the time being in force and vary, modify or abrogate any such rights, privileges or conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of the company or the legislative provisions for the time being in force in that behalf”

- 27.3 It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the alteration of the Memorandum of Association under Sections 13, 61, 64 and other applicable provisions of the Act. The Resulting Company shall pay the requisite stamp duty and RoC fees and shall file the required returns/information/ amended copy of the Memorandum of Association with the RoC to give effect to the alteration in the authorised share capital.

28 WRONG POCKET ASSETS

- 28.1 No part of the respective Demerged Undertaking of Demerged Company 1 and Demerged Company 2, unless otherwise specified in the terms of the Scheme, shall be retained by the Demerged Company 1 and Demerged Company 2 respectively after the Effective Date 1 or Effective Date 2, as the case may be, pursuant to the Demerger. If any part of any of the respective Demerged Undertaking is not transferred to the Resulting Company on the Effective Date 1 or Effective Date 2, as the case may be, pursuant to the Demerger, the Demerged Company 1 and Demerged Company 2 shall take such actions as may be reasonably required to ensure that such part of the respective Demerged Undertaking, as the case may be, is transferred to the Resulting Company promptly and for no further consideration. The Demerged Company 1 and Demerged Company 2 shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company 1, Demerged Company 2 or the Resulting Company, for giving effect to this clause.
- 28.2 No part of the respective Remaining Business shall be transferred to the Resulting Company pursuant to the Demerger. If any part of the respective Remaining Business is inadvertently held by the Resulting Company after the Effective Date 1 or Effective Date 2, as the case may be, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the respective Remaining Business is transferred back to the

Demerged Company 1 and/ or Demerged Company 2 as the case may be, promptly and for no consideration. The Resulting Company shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company 1, Demerged Company 2 or the Resulting Company for giving effect to this clause.

- 28.3 If the Demerged Company 1 and/ or Demerged Company 2 realizes any amounts after the Effective Date 1 or Effective Date 2, as the case may be that form part of the respective Demerged Undertaking, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the respective Demerged Undertaking, for the period prior to the Effective Date 1 or Effective Date 2, as the case may be , but received by the Demerged Company 1 and/ or Demerged Company 2 after the Effective Date 1 or Effective Date 2, as the case may be, shall be paid to the Resulting Company for no additional consideration and without any Tax implications. If the Resulting Company realizes any amounts after the Effective Date 1 or Effective Date 2, as the case may be that pertains to the respective Remaining Business of Demerged Company 1 and/ or Demerged Company 2, the Resulting Company shall immediately pay such amounts to the Demerged Company 1 and/ or Demerged Company 2. Similarly, if the Demerged Company 1 and/ or Demerged Company 2 discharges any liability that form part of the respective Demerged Undertaking after the Effective Date 1 or Effective Date 2, as the case may be, the Resulting Company shall make payment of such amounts to the respective Demerged Company.

29 CONDUCT OF BUSINESS UNTIL EFFECTIVENESS OF THE SCHEME

With effect from the Appointed Date and up to and including the Effective Date 1 or Effective Date 2, as the case may be :

- 29.1 The Demerged Company 1 and Demerged Company 2 shall be deemed to have been carrying on and shall carry on its business and activities of the respective Demerged Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets pertaining to the respective Demerged Undertaking, for and on account of and in trust for the Resulting Company. The Demerged Company 1 and Demerged Company 2 hereby undertake to hold the said assets with utmost prudence until the Effective Date 1 or Effective Date 2, as the case may be.
- 29.2 Any of the rights, powers, authorities, privileges, attached, related or pertaining to the respective Demerged Undertaking exercised by the Demerged Company 1 and Demerged Company 2 shall be deemed to have been exercised by the Demerged Company 1 and Demerged Company 2 for

and on behalf of, and in trust for and the Resulting Company and similarly, any of the obligations, duties and commitments attached, related or pertaining to the respective Demerged Undertaking that have been undertaken or discharged by the Demerged Company 1 and Demerged Company 2 shall be deemed to have been undertaken for and on behalf of for the Resulting Company.

- 29.3 The Demerged Company 1 and Demerged Company 2 shall carry on the business and activities of the respective Demerged Undertaking with reasonable diligence and business prudence and shall not alter or diversify its respective business nor venture into any new business, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business.
- 29.4 All profits or loss and income or expenditure arising, accruing or incurred by the Demerged Company 1 and Demerged Company 2 (including the effect of taxes such as advance tax, tax deducted or collected at source etc., if any, thereon) relating to the respective Demerged Undertaking shall for all purposes be treated as and be deemed to be and accrue as the profits or loss and income or expenditure, as the case may be, of the Resulting Company.
- 29.5 The Parties shall be entitled, pending the sanction of the Scheme, as may be mutually agreed between them, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Resulting Company may need to carry on the Healthcare Services Business of the respective Demerged Undertaking and to give effect to this Scheme.
- 29.6 The Demerged Company 1, the Demerged Company 2 and the Resulting Company shall, from the date of approval of this Scheme by their respective Boards and up to and including the Effective Date 1 or Effective Date 2, as the case may be, conduct their respective businesses in the ordinary course and consistent with past practice and shall not, in a single transaction or a series of related transactions, undertake any act or matter that is not agreed in the Merger Co-operation Agreement. Each of the Companies shall also be entitled, pending the effectiveness of respective part of the Scheme, to apply to the concerned Governmental Authorities, wherever necessary, for such consents, approvals and sanctions which may be required for the implementation of this Scheme.
- 29.7 The Parties shall comply with all applicable Laws (including all applicable compliances required by the SEBI and the Stock Exchange(s) and all applicable compliances required under Companies Act, 2013, Foreign Exchange Management Act, 1999 and the rules, regulations and guidelines issued thereunder as may be prescribed by the Reserve Bank of India, from time to time), including making the requisite intimations and disclosures to

any Governmental Authority, in connection with the Demerger of Demerged Undertaking 1, Demerger of Demerged Undertaking 2 and this Scheme.

30 RESIDUAL PROVISIONS

- 30.1 Notwithstanding anything contained in this Scheme, on or after the Effective Date 1 or Effective Date 2, as the case may be, until any property, asset, permits, license, and rights and benefits arising therefrom pertaining to the respective Demerged Undertaking is transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset, business registrations, permits, license or the rights and benefits arising therefrom, as if it were the owner of the said property, asset, permits, license or the rights and benefits. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the Parties, the respective Demerged Company will continue to hold such property, asset, permits, license, and rights and benefits arising therefrom, in trust for and on behalf of the Resulting Company till the same is transferred and the respective Demerged Company will make best efforts to transfer such asset to the Resulting Company within the earliest possible period of the Scheme becoming effective.
- 30.2 Without prejudice to the aforesaid, it is clarified that if any assets (rights, title, interest in or relating to such assets) or any contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in relation to the respective Demerged Undertaking which the respective Demerged Company owns or to which the respective Demerged Company is a party to, cannot be transferred to or vested in the Resulting Company for any reason whatsoever, the respective Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, in so far as it is permissible so to do, till such time as their transfer or vesting in the Resulting Company is effected. The Resulting Company shall perform or assist the respective Demerged Company in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date 1 or Effective Date 2, as the case may be.

31 VALIDITY OF EXISTING RESOLUTIONS

Upon the Effective Date 1 or Effective Date 2 as the case may be, the resolutions, if any, passed by the Demerged Company 1 and Demerged Company 2 relating to the respective Demerged Undertaking, which are valid

and subsisting on the respective Effective Date, shall continue to be valid and subsisting and be considered as resolutions passed by the Resulting Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in the Resulting Company.

32 DIVIDENDS

Each of the Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date 1 or Effective Date 2, as the case may be. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any Shareholders of the Demerged Company 1, Shareholders of the Demerged Company 2 and/or the Shareholders of the Resulting Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Companies and subject to the approval, if required of the respective shareholders of such Companies.

33 APPLICATION TO THE NCLT

- 33.1 The Demerged Company 1, Demerged Company 2 and the Resulting Company as may be directed by the NCLT shall make and file necessary applications and/ or petitions to the NCLT or any other appropriate authority, under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for sanctioning this Scheme.
- 33.2 The Demerged Company 1, Demerged Company 2 and/ or the Resulting Company as may be required shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Resulting Company may require to own the respective Demerged Undertaking and to carry on the business of the respective Demerged Undertaking of the Demerged Company 1 and Demerged Company 2.

34 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 34.1 The Board of Directors of the respective Companies or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may consent, on behalf of all persons

concerned, to any modifications or amendments of the Scheme, or to any conditions or limitations that the NCLT or Stock Exchange or any other Governmental Authority may deem fit to direct, impose or which may otherwise be considered necessary, desirable or appropriate by the NCLT or Stock Exchange or such other Governmental Authority, whether in pursuance of a change in law or otherwise. The Demerged Company 1, Demerged Company 2 and the Resulting Company by their respective Board of Directors or such other person or persons as the respective Board of Directors may authorize, including any committee or sub-committee thereof shall be authorised, to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. All modification / amendments in pursuant to this clause shall be subject to approval of NCLT.

For the purpose of giving effect to this Scheme or to any modification or amendments thereof or additions thereto, the delegate(s) and / or the directors of the Demerged Company 1, Demerged Company 2 and / or the resulting Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

35 CONDITIONALITY OF THE SCHEME

Unless otherwise decided (or waived) by the relevant Parties or dispensed with by the Tribunal, the effectiveness of Part II of this Scheme is conditional upon and subject to the following:

- 35.1 The Stock Exchange having issued its observation / no-objection letter as required under the SEBI Listing Regulations read with the SEBI Scheme Circular;
- 35.2 This Scheme being approved by the requisite majority of the shareholders and/or creditors of the respective Companies, as required under the Act and/or the SEBI Scheme Circular and/ or as may be directed by the Tribunal;
- 35.3 This Scheme being approved by the public shareholders of the Demerged Company 1 through e-voting in terms of paragraph 10(a) of Part A of Part I of the SEBI Scheme Circular and the votes cast by the public shareholders of the Demerged Company 1 in favour of this Scheme being more than number of votes cast by public shareholders of the Demerged Company 1 against this Scheme;

- 35.4 The fulfilment, satisfaction or waiver (as the case may be) of any approvals or conditions precedent mutually agreed by the Parties in the Merger Co-operation Agreement;
- 35.5 The requisite consent, approval or permission and/ or sanctions, as may be required of the Central Government or any other statutory or regulatory authority, as applicable, which by law, agreement or contract may be necessary for the implementation of this Scheme;
- 35.6 The sanction of the Scheme by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act and receipt of certified copy of the sanction order;
- 35.7 The certified or authenticated copy of the sanction order of the Tribunal being filed by the respective Parties with the ROC.

36 EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS

In the event of any of the said sanctions and approvals referred to in Clause 35 above not being obtained and/or complied with and/or satisfied and/or the Scheme not being sanctioned by the jurisdictional bench of the NCLT or such other competent authority, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Demerged Company 1, Demerged Company 2 and the Resulting Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Laws and in such case, each party shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of each of the Demerged Company 1, Demerged Company 2 and the Resulting Company shall be entitled to revoke, cancel and declare this Scheme of no effect if such Board of Directors are of the view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of orders with any authority could have adverse implications on either or all of the Demerged Company 1, Demerged Company 2 and the Resulting Company.

37 WITHDRAWAL OF THE SCHEME

- 37.1 The Demerged Company 1, Demerged Company 2 and the Resulting Company shall be at liberty to collectively withdraw this Scheme at any time as may be mutually agreed by their respective Board of Directors prior to the Effective Date 1 due to any condition or alteration imposed by the NCLT or

Stock Exchange or any Appropriate Authority is not on terms mutually acceptable to them.

- 37.2 Upon the withdrawal of this Scheme or as set out in Clause 37.1 above, no rights and liabilities whatsoever shall accrue to or be incurred by the Demerged Company 1, Demerged Company 2 and/ or the Resulting Company or to their respective shareholders or creditors or employees or any other person. In such case, each Company shall bear its own costs and expenses or as may be otherwise mutually agreed.
- 37.3 Upon termination of the Merger Co-operation Agreement, this Scheme shall automatically stand revoked, cancelled, and be of no effect from such date, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Laws and in such case, each party shall bear its own costs unless otherwise mutually agreed.

38 SEVERABILITY

If any part of this Scheme is invalid, ruled illegal or rejected or is unreasonably delayed or not sanctioned by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the Demerged Company 1, Demerged Company 2, and/ or the Resulting Company, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected, or being unreasonably delayed or not sanctioned or is unreasonably delayed by any court of competent jurisdiction, or unenforceable under present or future laws.

39 COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including stamp duty, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by Demerged Company 1, Demerged Company 2 and the Resulting Company as may be mutually agreed between the Demerged Company 1, Demerged Company 2 and the Resulting Company.

40 COMPLIANCE WITH APPLICABLE LAWS

Each of the Demerged Company 1, Demerged Company 2 and the Resulting Company undertake to comply with all applicable Laws (including all applicable compliances required by the SEBI and the Stock Exchanges and all applicable compliances required under Companies Act, 2013, Foreign Exchange Management Act, 1999 and the rules, regulations and guidelines issued thereunder as may be prescribed by the RBI, from time to time), including making the requisite intimations and disclosures to any Governmental Authority and obtaining the requisite consent, approval or permission of the Competition Commission of India or any other Governmental Authority, which by Law may be required for the implementation of this Scheme or which by Law may be required in relation to any matters connected with this Scheme.

41 BINDING EFFECT

Upon this Scheme becoming effective, it shall be binding on each of the Parties, their respective shareholders, creditors and all other stakeholders. In the event of any conflict or inconsistency between the provisions of this Scheme and any of the terms and conditions of any arrangement, agreement or contract subsisting on the Effective Date 1 or Effective Date 2, as the case may be between each of the Parties and their shareholders, creditors and other stakeholders, then the provisions of this Scheme shall prevail insofar as such conflict or inconsistency is concerned.

Schedule I

Articles of Association of the Resulting Company

Part A: Articles of Association of the Resulting Company

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

****ARTICLES OF ASSOCIATION OF**

SAARATHI HEALTHCARE LIMITED

TABLE F - ARTICLES OF ASSOCIATION OF COMPANY LIMITED BY SHARES

**(New Set of Articles of Association as per Companies Act, 2013 was adopted by passing Special Resolution in Extra-Ordinary General Meeting held on 20/07/2016.*

***These Articles have been further altered and this new set adopted in substitution thereof, consequent to conversion of the Company from a Private Company into a Public Company, pursuant to Special Resolution passed by the Members at the Extra-Ordinary General Meeting held on 18/09/2026)*

****Note: These Articles of Association are divided into two parts, Part A and Part B. Part A comprises the general Articles of Association of the Company. Part B comprises certain special rights recorded pursuant to agreement in writing amongst the Company, the Promoter and the Investors in connection with the Composite Scheme of Arrangement ("Scheme") amongst QMS Medical Allied Services Limited, Health Care at Home India Private Limited and the Company. Part B is to be read together with, and is supplemental to, Part A, and shall come into force and become binding on the Company and its members only upon, and simultaneously with the said Scheme of Arrangement becoming effective in accordance with its terms.*

PART A

Applicability of Stock Exchange Regulations

Notwithstanding anything contained herein in these Articles, any inconsistency as to clause or time stipulated therein with the regulations and conditions of listing agreement of applicable stock exchanges, where the shares/securities of the Company are listed, shall stand modified so as to be consistent with the regulations and conditions of the listing agreement as amended from time to time.

Where any regulations and conditions as modified from time to time of any recognized stock exchange/s, which are required to be stipulated and included in the articles of association of a company at the time of listing of shares / securities or thereafter, these Articles shall stand to have been modified or amended so as to include such regulation and condition without further requirement of alteration of the Articles of Association of the Company.

Interpretation

- I. (1) In these regulations—
- (a) “the Act” means the Companies Act, 2013 and the rules made thereunder, including any statutory modification or re-enactment thereof for the time being in force;
 - (b) “the seal” means the common seal of the company, if any;
 - (c) “Applicable Law” means the Act, the Depositories Act, 1996, the Foreign Exchange Management Act, 1999, and all other laws, rules, regulations, circulars, notifications, guidelines and directions for the time being in force and applicable to the Company;
 - (d) “Articles” means these Articles of Association as originally framed or as altered from time to time;
 - (e) “Beneficial Owner” shall have the meaning assigned to it in Depositories Act;
 - (f) “Board” or “Board of Directors” means the collective body of the Directors of the Company;
 - (g) “Chairperson” means the chairperson of the Board or of a general meeting, as the context requires;
 - (h) “Company” means SAARATHI HEALTHCARE LIMITED;
 - (i) “Depositories Act” means the Depositories Act, 1996, including any statutory modification or re-enactment thereof for the time being in force;
 - (j) “Director” means a director appointed to the Board of the Company;
 - (k) “Dividend” includes any interim dividend;
 - (l) “Independent Director” means an independent director referred to in Section 149(6) of the Act and

- (m) “Key Managerial Personnel” shall have the meaning assigned to it in Section 2(51) of the Act;
 - (n) “Member” means a member of the Company within the meaning of Section 2(55) of the Act and includes every person holding shares of the Company whose name is entered as a Beneficial Owner in the records of a Depository;
 - (o) “Office” means the registered office for the time being of the Company;
 - (p) “Ordinary Resolution” and “Special Resolution” shall have the meanings assigned to them respectively in Section 114 of the Act;
 - (q) for determining the Members or security holders entitled to any dividend, corporate benefit, notice or other right;
 - (r) “Rules” means the rules made under the Act, as amended from time to time;
 - (ra) “Securities” shall have the meaning assigned to it in Section 2(81) of the Act;
 - (rb) “in writing” and “written” include printing, lithography, electronic mode and other modes of representing or reproducing words in a visible form.
 - (rc) “month” means a calendar month; and
 - (rd) “person” includes an individual, a body corporate, a firm, a limited liability partnership, a trust, a Hindu undivided family, an association of persons and any other entity, whether incorporated or not.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.
 - (3) The company is a public company within the meaning of clause (71) of section 2 of the Act. These regulations shall be subject to the provisions of the Act
 - (4) References in these Articles to the “holder” or “registered holder” of any Security, or to a Member, shall, in respect of Securities held in dematerialised form, include the Beneficial Owner thereof, save as otherwise provided in Article 8C.
 - (5) The Company shall maintain at all times not less than seven Members and not less than three Directors, or such higher number as may be required under Applicable Law.
 - (6) Where the Act provides that the company shall have any right, privilege or authority, or may carry out any transaction, only if it is so authorised by its articles, these Articles hereby authorise the company to have such right, privilege or authority and to carry out such transaction, without there being any specific provision in that behalf herein.

Share capital and variation of rights

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Provided that any issue of shares, other than an issue to existing Members under Section 62(1)(a) of the Act, shall be made only with such approval of the Members as is required under Sections 42 and 62 of the Act.

Provided further that no shares shall be issued at a discount, except sweat equity shares issued in accordance with Section 54 of the Act, or as otherwise permitted by Section 53 of the Act.

- 1A. Subject to the provisions of sections 54 and 62, the company may, by special resolution, issue shares to its employees under a scheme of employees' stock option or issue sweat equity shares.
- 1B. The authorised share capital of the Company shall be such amount, divided into such classes and number of shares of such face value, as is stated in Clause V of the Memorandum of Association of the Company for the time being. The Company may increase, consolidate, sub-divide, reclassify, cancel or reduce its capital in accordance with the Act and these Articles.
- 1C. (1) The share capital of the Company may consist of—
 - (a) equity share capital: (i) with voting rights; and/or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Act and the Rules; and
 - (b) preference share capital,
- 1D. (1) Subject to the Act and Applicable Law, the Company may issue debentures, bonds, warrants, convertible Securities or any other Securities, whether secured or unsecured, on such terms and conditions as the Board may determine.
 - (2) The Company shall not issue any debentures carrying voting rights.
 - (3) Debentures or other Securities with an option to convert them, wholly or partly, into shares shall be issued only with the approval of the Members by Special Resolution.
- 1E. Any offer or invitation to subscribe to Securities on a private placement basis shall be made in accordance with Section 42 of the Act and the Companies (Prospectus and Allotment of Securities) Rules, 2014 and, where applicable, Section 62(1)(c) of the Act.

- 1F. Securities offered to the public shall be issued only in dematerialised form, in accordance with Section 29 of the Act and the Depositories Act.
- 1G. Subject to the provisions of the Act, the Board may issue and allot shares in the capital of the company as payment or part payment for any property or assets sold or transferred, goods or machinery supplied or services rendered to the company, and the shares so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash.
- 1H. Every member, or his heirs, executors or administrators to the extent of his assets which come to their hands, shall be liable to pay to the company the portion of the capital represented by his shares which may for the time being remain unpaid thereon, in such amounts, at such times and in such manner as the Board shall from time to time require or fix.
2. (i) Every person whose name is entered as a member in the register of members, other than in respect of shares held in dematerialised form, shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, —
- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal, if any, and signed in the manner provided in the Companies (Share Capital and Debentures) Rules, 2014, and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- (iv) No certificate shall be issued in respect of Securities held in dematerialised form.
3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate or such lower amount as the Board may determine.

- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- Provided that nothing in this regulation shall affect the rights of a beneficial owner under the Depositories Act.
- 4A. The Company may also, on any issue of Securities if applicable, pay such brokerage as may be lawful and reasonable, and such fees and expenses to underwriters, bankers to the issue, registrars and other intermediaries as are permitted under Applicable Law
5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of a special resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue

of the shares may, by special resolution, determine.

Dematerialisation of Securities

- 8A. (i) The company may dematerialise its securities and offer securities in dematerialised form in accordance with the Depositories Act and the rules and regulations made thereunder.
- (ii) The company shall issue securities only in dematerialised form, and every holder of securities who intends to transfer or subscribe to securities shall hold his securities in dematerialised form, as required under the Act and the rules made thereunder.
- 8B. All securities held by a depository shall be dematerialised and shall be in fungible form, and nothing in section 45 as to distinctive numbers shall apply to such securities.
- 8C. (i) A depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of the beneficial owner, and shall not have any voting rights or any other rights in respect of such securities.
- (ii) Every beneficial owner shall be deemed to be a member of the company and shall be entitled to all the rights and be subject to all the liabilities in respect of his securities held by a depository.
- (iii) The register and index of beneficial owners maintained by a depository under the Depositories Act shall be deemed to be the register and index of members of the company.
- (iv) The company may keep the register of members, and the other registers required under the Act, in electronic form in the manner provided in the Act.

Joint holders

- 8E. Where two or more persons are registered as joint holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the following—
- (a) the company shall not be bound to register more than three persons as the joint holders of any share;
- (b) the joint holders of a share shall be liable severally as well as jointly for all calls and other payments due in respect of such share;
- (c) on the death of any joint holder, the survivor or survivors shall be the only persons recognised by the company as having any title to the share, but the Board may require such evidence of death as it may deem fit;
- (d) any one of the joint holders may give effectual receipts for any dividends or other monies payable in respect of such share;

- (e) only the person whose name stands first in the register of members shall be entitled to delivery of the certificate and to receive notices from the company, and any notice given to such person shall be deemed notice to all the joint holders; and
- (f) the provisions of this articles shall mutatis mutandis apply to debentures and other securities held in joint names.

Lien

- 9. (i) The company shall have a first and paramount lien—
 - (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

(iii) The Company's lien, if any, on shares held in dematerialised form shall be enforced in the manner permitted under the Depositories Act.

- 10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
- 11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
 - (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
 - (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 12. (i) The proceeds of the sale shall be received by the company and applied in

payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.
 - (c) The member shall not, in respect of the monies so advanced, be entitled to any voting rights until such monies become presently payable, nor to participate in any dividend in respect thereof.
- 18A. The provisions of this articles relating to calls on shares shall mutatis mutandis apply to debentures and other securities of the company.

Transfer of shares

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- (iii) The securities of the company shall be freely transferable, subject to the provisions of the Act and these regulations.
20. The Board may, subject to the right of appeal conferred by section 58 and only for sufficient cause, decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the company has a lien.
21. The Board may decline to recognise any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.
22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty

days at any one time or for more than forty-five days in the aggregate in any year.

- 22A.No share shall be transferred to an insolvent or a person of unsound mind. A minor may be registered as a member in respect of fully paid-up shares, acting through his guardian.
- 22B.The company shall incur no liability for registering or giving effect to any transfer of shares made or purporting to be made by the apparent legal owner thereof, notwithstanding that the company may have had notice of any equitable right, title or interest of any other person, and the company shall not be bound to attend to any such notice, save as required by law.
- 22C.No fee shall be charged for registration of transfer or transmission of shares, or for registration of any probate, succession certificate, letters of administration, certificate of death or marriage, power of attorney or similar document.
- 22D.The provisions of these articles relating to transfer and transmission of shares shall mutatis mutandis apply to debentures and other securities of the company.

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
- 26A. The executors or administrators of a deceased sole holder, or the holder of a succession certificate or other legal representation, shall be the only persons recognised by the company as having any title to his shares: Provided that the Board may, in such cases as it thinks fit, dispense with the production of probate, letters of administration or succession certificate, upon such terms as to indemnity or otherwise as it may deem proper.
- 26B. Every person who becomes entitled to a share by transmission shall indemnify the company against all liability arising from any action taken by the Board to give effect to such registration or transfer.

27. *[Not applicable – relates only to a One Person Company.]*

Nomination

- 27A. Every holder of shares may nominate, in the manner provided in section 72 and the rules made thereunder, any person to whom his shares shall vest in the event of his death.

Forfeiture of shares

28. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

29. The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
33. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
- 34A. When any share has been forfeited, notice of the forfeiture shall be given to

the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with its date, shall be made in the register of members; but no forfeiture shall be invalidated by any omission to give such notice or make such entry.

- 34B. The forfeiture of a share shall involve the extinction, at the time of forfeiture, of all interest in and all claims and demands against the company in respect of the share, and all other rights incidental to the share, except only such of those rights as are by these regulations expressly saved.
- 34C. Neither a judgment nor a decree in favour of the company for calls or other monies due in respect of any share, nor any part payment thereof, nor any indulgence granted by the company, shall preclude the forfeiture of such share under these regulations.
- 34D. Upon any sale, re-allotment or other disposal of a forfeited share, the certificate originally issued in respect of that share shall stand cancelled, and the Board may issue a new certificate to the person entitled thereto.
- 34E. Subject to the provisions of the Act, the Board may accept a surrender of any share from any member in any case in which the Board is entitled to forfeit such share, on such terms as it thinks fit.
- 34F. The provisions of this articles relating to forfeiture shall mutatis mutandis apply to debentures and other securities of the company.

Alteration of capital

- 35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 36. Subject to the provisions of section 61, the company may, by ordinary resolution,—
 - (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

Provided that in any sub-division, the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and a cancellation of shares under clause (d) shall not be deemed to be a reduction

of share capital.

36A. Where, on any consolidation, sub-division or other issue of shares, any member becomes entitled to a fraction of a share, the Board may sell the shares representing such fractions for the best price reasonably obtainable and distribute the net sale proceeds amongst the members entitled thereto in due proportion, and may authorise any person to transfer the shares so sold to the purchaser.

37. Where shares are converted into stock, —

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

38. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

Capitalisation of profits

39. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
 - (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
 - (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).
 - (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.
 - (iv) The Board shall give effect to the resolution passed by the company in pursuance of this regulation, subject to the provisions of section 63.
40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
 - (iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

41. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.
43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
- 43A. Subject to the provisions of the Act, members may participate and vote at general meetings through video conferencing or other audio-visual means, electronic voting and postal ballot.

Proceedings at general meetings

44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
45. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
46. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
- 47A. A declaration by the Chairperson that on a show of hands a resolution has or has not been carried, and an entry to that effect in the minutes, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- 47B. In the case of an equality of votes, whether on a show of hands, on a poll or electronically, the Chairperson of the meeting shall have a second or casting

vote.

48. *[Not applicable – relates only to a One Person Company.]*

Adjournment of meeting

49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

50. Subject to any rights or restrictions for the time being attached to any class or classes of shares,
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- (c) The voting rights of holders of preference shares shall be as provided in Section 47(2) of the Act.
- (d) Where the facility of remote e-voting has been provided under Section 108 of the Act, voting at the meeting shall be by poll, ballot or electronic voting, and not by show of hands, as required under the Rules.
51. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
53. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

54. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
55. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

57. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
58. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
59. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

60. The number of directors shall not be less than three and not more than fifteen, and the company may appoint more than fifteen directors after passing a special resolution. The composition of the Board shall be in accordance with section 149 of the Act. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The first Directors of the Company were:—

- a. Ms. Ranjeeta Vinil
- b. Mr. Rathindra Saha

c. Mr. Rajnesh Kumar Airey

It shall not be necessary for a director to hold any share in the company.

60A. Not less than two-thirds of the total number of directors, excluding independent directors, shall be persons whose period of office is liable to determination by retirement of directors by rotation, and at every annual general meeting one-third of such directors shall retire from office, in accordance with section 152. A retiring director shall be eligible for re-appointment.

61. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

(iii) Subject to the provisions of the Act, every director may be paid such sitting fee for attending each meeting of the Board or a committee thereof as the Board may determine, not exceeding the ceiling prescribed under the Act.

62. The Board may pay all expenses incurred in getting up and registering the company.

63. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

64. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

65. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

66. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the

articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

66A. Subject to the provisions of section 161, the Board may appoint—

- (a) an alternate director to act for a director during his absence for a period of not less than three months from India;
- (b) a person to fill a casual vacancy, which appointment shall be approved by the members in the next general meeting; and
- (c) a director nominated by any institution in pursuance of any law or agreement, including a debenture trustee.

Proceedings of the Board

67. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

68. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

69. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

70. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

71. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

72. (i) A committee may elect a Chairperson of its meetings.

- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
73. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
74. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
75. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
76. *[Not applicable – relates only to a One Person Company.]*
- Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer***
77. Subject to the provisions of the Act,—
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
78. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
- 78A. Subject to the provisions of sections 196, 197 and 203, the Board may appoint a managing director or whole-time director, and the same individual may be appointed as the chairperson and the managing director or chief executive officer of the company.
- 78B. A whole-time director, the chief financial officer or the company secretary

shall be severally authorised to sign any document or proceeding requiring authentication by the company, or any contract made by or on behalf of the company.

The Seal

79. (i) The Board shall provide for the safe custody of the seal, if any.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
- (iii) Where the company does not have a common seal, documents shall be executed in the manner provided in section 22.

Dividends and Reserve

80. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board⁸¹. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
82. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
83. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the

amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

84. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
85. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or By cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (iii) Every payment shall be made at the risk of the person entitled thereto, and the company shall be deemed to have received a good discharge for any payment made by any of the means permitted under these regulations.
86. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
87. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
88. No dividend shall bear interest against the company.
- 88A. Any dividend remaining unpaid or unclaimed shall be dealt with in accordance with sections 124 and 125.

Accounts

89. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

90. Subject to the provisions of Chapter XX of the Act and rules made thereunder and the Insolvency and Bankruptcy Code, 2016—
- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by

the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

- 91. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
- 91A. Subject to the provisions of the Act, every director, key managerial personnel and other officer of the company shall be indemnified by the company against all costs, losses and expenses which he may incur or become liable for by reason of any act done by him in the discharge of his duties, except those arising from his own wilful neglect, default, gross negligence or bad faith.
- 91B. The company may take and maintain insurance on behalf of its present and former directors and key managerial personnel, indemnifying them against any liability in respect of which they may be liable in relation to the company, as provided in section 197.

Secrecy

- 91C. Every director, manager, auditor, secretary, member of a committee, officer, employee, agent or other person employed in the business of the company shall, if so required by the Board, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the company, and not to reveal any matter which may come to his knowledge in the discharge of his duties, except when required to do so by the Board or by law.
- 91D. No member or other person (not being a director) shall, without the permission of the Chairperson or the managing director, be entitled to visit or inspect any property or premises of the company or to require discovery of any information respecting the business of the company which is in the nature of a trade secret or which, in the opinion of the Board, it would be inexpedient in the interest of the company to disclose, save as provided by law.

****PART B**

Part B: Proposed Governance Structure of the Resulting Company

*****(AMENDING ARTICLES)**

- A. Articles 1 to 91 contained in Part A of these Articles shall be applicable in so far and to the extent they are not contrary to or inconsistent with the provisions of this Part B of these Articles. In the event of any contradiction, conflict or inconsistency between any provisions of Part B of these Articles and any other Articles contained in Part A of these Articles, Articles contained in Part B shall override and prevail over the Articles contained in Part A.
- B. All cross references made in this Part B of these Articles shall apply to Articles of this Part and not Part A.

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Part B of these Articles, unless the context otherwise requires, the following terms shall have the meanings assigned to them herein below. Terms used but not defined in this Part B shall have the meanings assigned to them in Part A of these Articles or in the Act, as the case may be.

“Affiliate” of a Person (the “Subject Person”) shall mean: (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through 1 (one) or more intermediate Persons, Controls (as defined hereinafter), is Controlled by or is under common Control with the Subject Person; (ii) in the case of any Subject Person that is a natural Person, shall include a Relative of such Person or any other entity or Person, which is Controlled by Subject Person or a Relative of the Subject Person; Provided that in relation to an Investor, its direct and indirect shareholders and limited partners, and any fund or investment vehicle owned, managed, advised, Controlled or promoted by such Investor (as the case may be) or by its respective Affiliate(s), its investment managers and/or its investment advisors shall also be deemed to be Affiliates of such Investor and in addition to the foregoing, an “Affiliate” in relation to Investor 2 shall also mean: (a) any fund, collective investment scheme, trust, partnership (including co-investment partnerships), managed account, or other investment vehicle that is promoted, initiated, established, managed, or advised by Temasek Trust Asset Management Pte. Ltd.; (b) Temasek Trust Asset Management Pte. Ltd. itself; (c) any limited partners or investors in the funds mentioned in (a) or (b); (d) any general partners of those funds; and (e) any Affiliates of the entities listed in (a) through (d).

“Business” shall mean the business of providing patient-centric and customized healthcare solutions with a focus on disease management, preventive healthcare and improved healthcare outcomes and such other businesses as demerged in the Company pursuant to the Composite Scheme of Arrangement under Sections 230-232 of the Act, comprising *inter alia* among QMS Medical Allied Services Limited Health Care at Home Private Limited (“HCAH”) and the Company including the integrated services across patient support, preventive screening, healthcare marketing, digital transformation, capacity building, chronic disease management, patient support programs, patient access programs, disease management programs;

“Burman Family Investor” shall mean Investor 3, Investor 4 and Investor 5;

“Business Day” shall mean a day on which the scheduled commercial banks are open for business in Mumbai, India and Singapore;

“Business Plan” shall mean the Initial Business Plan and any subsequent business plan approved by the Board from time to time;

“Control” (including with correlative meaning, the terms **“Controlled”** and **“Controlling”** and **“common Control”**) shall mean either: (i) the power to direct the management or policies of a Person, directly or indirectly; or (ii) the ownership of more than 50% (fifty percent) of the voting power of a Person; or (iii) the power to appoint over half of the members of the board of directors or similar governing body of such Person, each of which, through contractual arrangements or otherwise;

“Equity Share(s)” shall mean the equity share(s) of the Company having face value of INR 10 (Indian Rupees Ten);

“First Effective Date” shall mean the date on which the National Company Law Tribunal issues its final written order approving the Scheme of Arrangement referred to in the Note at the beginning of these Articles;

“Fully Diluted Basis” shall mean the assumption that any preference shares, debentures, notes, options (including employee stock options), warrants, contracts, rights, instruments and securities granting the right, whether compulsorily or otherwise, to exchange for, convert into or otherwise acquire or subscribe to Equity Shares, and which are outstanding as on the date of calculation, have been so exercised and exchanged for or converted into or acquired or subscribed to the applicable Equity Shares and all Equity Shares issuable pursuant to contractual or other obligations have been issued;

“Investor 1” shall mean Conven Investment Holdings Pte. Ltd. including its successors and permitted assigns;

“Investor 2” shall mean Impact Assets Pte. Ltd. including its successors and permitted assigns;

“Investor 3” shall mean Windy Investments Private Limited including its successors and permitted assigns;

“Investor 4” shall mean Milky Investment And Trading Company including its successors and permitted assigns;

“Investor 5” shall mean V I C Enterprises Private Limited including its successors and permitted assigns;

“Investor” shall mean each of Investor 1, Investor 2, Investor 3, Investor 4 and Investor 5 individually, and **“Investors”** shall mean all of them collectively;

“Key Managerial Personnel” shall, for the purposes of this Part B of the Articles, mean the following employees of the Company:

(i) Managing Director and/ or Chief Financial Officer and/ or the Chief Executive Officer and/ or the Chief Operating Officer, head of internal audit and/ or Chief Risk Officer, to the extent appointed by the Company; and/ or

(ii) Employees who report directly to the Board and/or the Managing Director; and/ or

(iii) Employees earning a total annual compensation exceeding INR 50,00,000 (Indian Rupees Fifty Lakhs);

“Person” shall mean any individual or entity, whether a corporation, firm, limited liability company, an unlimited liability company, joint venture, trust association, organisation, an unincorporated organisation, partnership or proprietorship, body corporate, including any governmental authority, natural person in his capacity as trustee, executor, administrator or other legal representatives;

“Promoter” shall mean Mr. Mahesh Makhija and shall include his heirs, successors and permitted assigns;

“Promoter Group” shall mean the Promoter and his Affiliates and ‘Relatives’ (as defined under the Act);

“Second Effective Date” shall mean the date on which the Shareholders of the Company approve the special rights provided to an Investor and/or Promoter under these Part B of these Articles in accordance with Regulation 31B of the SEBI LODR Regulations following the listing of the Securities of the Company on the Stock Exchange (as may be applicable);

“Securities” or **“Equity Securities”** shall mean the Equity Shares and the Share Equivalents;

“Share Capital” shall mean the issued, subscribed and paid-up share capital of the Company on a Fully Diluted Basis and shall include the Equity Shares and any Share Equivalents;

“Share Equivalents” shall mean preference shares, debentures, bonds, loans, warrants, options, depositary receipts, debt securities, loan stock, notes, or any other instruments, securities or certificates which are convertible into or exercisable or exchangeable for, or which carry a right to, or any right to,

subscribe to or purchase any equity or preference shares of the Company or which represent or bestow any beneficial ownership/ interest in the Share Capital or the voting rights in the Company or any other rights which are otherwise available to only equity shareholders of a company (including, any distribution rights) as currently existing or as may be issued by the Company from time to time;

“Shareholder” shall mean each of the Promoter Group and each of the Investors who hold or may acquire the Securities from time to time;

“Stock Exchange” shall mean National Stock Exchange of India Limited where the Equity Shares are and/or shall be listed;

1.2 Interpretation. In this Part B, unless the context otherwise requires:

- (a) Headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (b) Words using the singular or plural number also include the plural or singular number, respectively;
- (c) reference to the word “include” shall be construed without limitation;
- (d) if any act is to be done on a day which is not a Business Day, then such act shall be done on the next day which is a Business Day;
- (e) an obligation of the Company under this Part B shall be deemed to mean and include a corresponding obligation on the Promoter and Promoter Group to exercise all voting rights and other rights available to it to procure, ensure and cause (as the case may be) compliance with such obligation by the Company. The Promoter shall not, and shall procure that the Promoter Group shall not, exercise any of their respective voting rights or other rights in any manner so as to block or frustrate any action or obligation to be undertaken by the Company under this Part B, including by way of abstaining from exercising their voting rights, provided that nothing in this Article shall require the Promoter or Promoter Group to act in breach of any applicable Law, fiduciary or statutory duty, or in circumstances where such action would give rise to a conflict of interest or otherwise be prohibited under applicable Law;
- (f) the Investors shall exercise their respective rights and perform their respective obligations under this Part B independently and on their own behalf, and nothing in this Part B shall be construed as requiring any Investor to act jointly or in concert with any other Investor. Notwithstanding the foregoing, Investor 3, Investor 4 and Investor 5 shall, for the purposes of this Part B, be treated as acting jointly and references to the Burman Family Investors shall be construed accordingly;
- (g) an Investor and its Affiliates who hold Equity Securities in the

Company shall be treated as acting jointly and references to the Investor shall be construed accordingly; and

- (h) the Promoter Group shall be treated as acting jointly and references to the Promoter Group shall be construed accordingly. Further, the Promoter shall undertake all actions and obligations on behalf of the Promoter Group under this Part B and shall procure that the Promoter Group adheres to the terms of this Part B.

2. BOARD OF DIRECTORS

- 2.1 Subject to applicable Law, the business and affairs of the Company shall be conducted under the overall supervision of the Board.
- 2.2 The Board may exercise all such powers of the Company and do all such lawful acts and things as are permitted under applicable Law and these Articles.
- 2.3 Notwithstanding anything contained in Part A of these Articles, the Board shall consist of a maximum of 12 (twelve) Directors and with effect from the First Effective Date and subject to Article 8, the Second Effective Date shall comprise of the following:
 - (a) for so long as Investor 1 holds 7.5% (seven-point five percent) or more of the Share Capital, Investor 1 shall be entitled to nominate 1 (one) non-executive Director on the Board;
 - (b) for so long as Investor 2 holds 7.5% (seven-point five percent) or more of the Share Capital, Investor 2 shall be entitled to nominate 1 (one) non-executive Director on the Board;
 - (c) for so long as the Burman Family Investors collectively hold 7.5% (seven-point five percent) or more of the Share Capital, the Burman Family Investors shall be entitled to collectively nominate 1 (one) non-executive Director on the Board;(each of the Directors nominated pursuant to sub-clauses (a), (b) and (c) shall be referred to as an **“Investor Director”**);
 - (d) for so long as the Promoter holds 7.5% (seven-point five percent) or more of the Share Capital, the Promoter shall be entitled to nominate up to 3 (three) Directors on the Board, one of whom shall be the Promoter as the Managing Director for the Initial Term and post the expiry of the Initial Term as a non-executive Director (the Directors nominated pursuant to this sub-clause (d) shall be referred to as each a **“Promoter Director”**);
 - (e) subject to applicable Law including the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, 6 (six) Independent Directors; and

- (f) in addition to the foregoing, the Promoter shall be the Chairperson at a Board meeting. The Chairperson of the Board shall not have a second or casting vote.
- 2.2 All appointments of Directors shall take place at duly constituted meetings of the Board and shall subsequently be confirmed/ regularised by the Shareholders in accordance with applicable Law.
- 2.3 Without prejudice to the provisions contained in the Act, the office of a Director shall be vacated if:
 - (a) such Director becomes prohibited or disqualified from being a Director by reason of any order made under Section 167 of the Act or any other provisions of applicable Law; or
 - (b) such Director resigns his office by notice in writing to the Company.

It is clarified however that if the office of any of the Investor Directors or the Promoter Directors stands vacated pursuant to this Article, the Investor or the Promoter, respectively, shall have a right to nominate another Director on the Board in place of such Investor Director or Promoter Director, respectively, whose office stands vacated.
- 2.4 Subject to applicable Law, an Investor Director and a Promoter Director may be removed as a Director of the Company at any time by notice in writing to the Company only by the respective nominating Investor/Promoter and in such event, the Company, the Investors and the Promoter shall as soon as practical take such actions as required under Applicable Law for the removal of such Director from his position and the relevant Investor/Promoter may nominate another person as Investor Director/Promoter Director to the Board.
- 2.5 Without prejudice to the above, the Promoter and each of the Investors shall vote with respect to their Securities in favour of the appointment/reappointment of the Investor Directors/Promoter Directors, as the case may be, and the Company shall exercise all powers and rights available to it to ensure that the person(s) nominated by each Investor/Promoter in accordance with this Part B is expeditiously appointed or removed (as such Investor/Promoter may specify) as a Director of the Company.
- 2.6 The composition of the board of directors of any subsidiaries of the Company shall be identical (as far as possible) to that of the Board and any change thereto shall only be effected with the prior written consent of the Promoter.
- 2.7 **Committees of the Company**
 - 2.7.1 The Company shall constitute the various committees of the Board such as the audit committee and nomination and remuneration committee and any other committees as may be required by applicable Law or if the Board finds it necessary to constitute a committee or committees. Provided however, that with effect from the First Effective Date and, subject to Article 8, the Second

Effective Date, the Company shall constitute at least the following committees:

- (a) the Audit Committee,
- (b) the Nomination and Remuneration Committee ("**NRC**"); and
- (c) the Strategy Committee

2.7.2 The powers of such committee or committees shall be determined by the Board. Any such committee shall be subject to and be under the overall supervision of the Board of Directors.

2.7.3 With effect from the First Effective Date and, subject Article 8, the Second Effective Date, each Investor Director and/or the Promoter Director shall have the right to be a member of any committee that may be constituted by the Board, including, but not limited to, the Audit Committee, the Nomination and Remuneration Committee and the Strategy Committee in proportion to the respective Board representation of the Investors and the Promoter, subject to applicable Law.

2.8 **Alternate Director**

2.8.1 Each Investor Director and each Promoter Director shall be entitled to appoint an alternate director (an "**Alternate Director**") in his/her place (an "**Original Director**"). Upon the appointment of such Alternate Director of the Company, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the concerned registrar of companies. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director (including in relation to meetings of the Company's Committees and subject to applicable Law) and generally to perform all functions of the Original Director in his absence.

2.9 **Indemnity of the Investor Director**

2.9.1 To the extent permissible under applicable Law, an Investor Director shall not be liable for any default or failure of the Company, in complying with the provisions of any applicable Law.

2.9.2 An Investor Director shall not be identified by the Company as an 'officer who is in default' of the Company, or occupier of any premises used by the Company or the director in charge of managing affairs, or an employer of the Company under applicable Law.

2.9.3 The Parties hereby agree that, subject to applicable Law, an Investor Director shall not be liable and the Company, shall indemnify him, to the fullest extent permissible under applicable Laws, against any act, omission or conduct of or by the Board, any of the Board committees, the Company or their employees or agents as a result of which, in whole or in part, an Investor Director (or any Alternate Director to such Investor Director), is made a party to, or otherwise incurs any loss pursuant to any action, suit, claim or proceeding arising out of

or relating to any such conduct; or any action or failure to act as may be required to be taken by an Investor Director (or any Alternate Director to such Investor Director), in good faith at the request of the Company; or contravention of any applicable Law by the Company and any action or proceedings taken against an Investor Director (or any Alternate Director to such Investor Director), in connection with any such contravention or alleged contravention. Such indemnification shall be in addition to the obligation of the Company to extend the directors' and officers' insurance policy to cover an Investor Director as set out herein below. Such indemnification shall survive cessation of an Investor Director as a Director.

- 2.9.4 The Company shall maintain prudent directors' and officers' liability insurance with a well-established, creditworthy and reputable insurer(s) in accordance with current industry best practice from time to time including making timely payments of the premium amount as and when due. The Company shall take all necessary steps and actions as may be required to include the existing directors' and officers' liability insurance policy of the Company for the benefit of an Investor Director (or any Alternate Director to such Investor Director) and the Promoter Directors so appointed to its Board.

3. MEETINGS OF THE BOARD

- 3.1 The quorum for any meeting of the Board shall be the presence of such number of Directors as are required under the Act, subject to the presence of at least 1 (one) Promoter Director (or his duly appointed Alternate Director). A meeting of the Board shall not be held or continued without the presence, at all times, of the quorum unless any one of the Promoter Directors has expressly waived the requirement for its presence in writing.
- 3.2 If the quorum as set forth in Article 3.1 is not achieved within 30 (thirty) minutes of the scheduled time at any meeting of the Board or ceases to exist at any time during the meeting, such meeting shall stand adjourned to the 5th (fifth) Business Day following the date on which the meeting was scheduled to be held, at the same location and time without the Company having to provide any notice for such adjourned meeting (it being understood that the agenda for such adjourned meeting ("**Adjourned Meeting**") shall be the same as the agenda for the original meeting). If the quorum as set forth in Article 3.1 is not achieved at the Adjourned Meeting within 30 (thirty) minutes of the scheduled time for the Adjourned Meeting, the Directors present shall, subject to their constituting a valid quorum under the Act, constitute a valid quorum at such Adjourned Meeting.
- 3.3 Directors may participate in meetings of the Board through video or telephonic conference in accordance with Applicable Law.
- 3.4 English shall be the language used at all Board meetings and non-English speaking Directors shall be required to express themselves through interpreters who have entered into confidentiality agreements with the

Company.

- 3.5 A written resolution circulated to all the Directors, whether in India or overseas, and signed by the requisite majority of the Directors as approved shall (subject to compliance with the relevant requirements of the Act) be as valid and effective as a resolution duly passed at a meeting of the Board. If a Director does not convey his acceptance or rejection of the proposed resolution within 15 (fifteen) days from the date of receipt of the requisite documentation including explanatory statements and supporting documents, he shall be deemed to have rejected the proposed resolution.
- 3.6 The Company shall bear all reasonable expenses of all Directors incurred in the course of the Business, including costs incurred in attending meetings of the Board and committees.

4. GENERAL MEETINGS

- 4.1 The quorum of a general meeting shall be such number of Shareholders as may be required under Applicable Law ("**Quorum Threshold**"), one of whom shall be the Promoter represented through his authorised representative, unless the authorised representative of the Promoter provides written notice prior to commencement of any general meeting or adjourned meeting waiving the requirement of his presence to constitute a valid quorum for a particular general meeting or adjourned meeting, as the case may be.

5. PRE-EMPTIVE RIGHT

- 5.1 Till such time that a Shareholder continues to hold at least 5% (five percent) of the Share Capital, in case of any issuance of Securities by the Company by way of a preferential allotment, such Shareholder shall have the right to subscribe to the Securities proposed to be issued by the Company ("**New Securities**") pro-rata to the then existing shareholding of the Shareholder (along with its Affiliates) in the Company on a Fully Diluted Basis.
- 5.2 If the Board approves the issuance of New Securities, the Company shall give each of the Shareholders a written notice of its intention, describing the New Securities, the price per New Security as per the valuation of the Company at which the New Securities are proposed to be issued, their terms of issuance, and specifying the Shareholder's pro-rata share of such issuance (the "**Issue Notice**").
- 5.3 The Shareholders shall have 15 (fifteen) Business Days after the receipt of the Issue Notice to give the Company a written intimation with regard to the number of New Securities it proposes to purchase (the "**Subscription Notice**").
- 5.4 Unless Applicable Law provides for a shorter period of time, within 15 (fifteen) Business Days from the date of receipt of the Subscription Notice, or expiry of the period prescribed under Article 5.3 if no Subscription Notice is

received:

- (a) if a Shareholder has issued a Subscription Notice, then such Shareholder shall subscribe to the number of New Securities specified by it in the Subscription Notice, except where the Shareholder has indicated that it is willing to acquire more than its pro-rata entitlement, in which case the obligation to acquire the New Securities in excess of the Shareholder's entitlement shall be subject to confirmation from the Company;
- (b) the Shareholder shall simultaneously pay the relevant consideration to the Company;
- (c) the Company shall convene meetings of the Board issuing and allotting the New Securities to the Shareholder and update its register of members in this regard; and
- (d) the Company shall also undertake such other filings and actions as may be required under Applicable Law in relation to the issue and allotment of such New Securities.

5.5 Notwithstanding the above, in the event the subscription of any New Securities under this Article 5 would trigger the open offer requirements under the provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, then the Shareholder shall be entitled to subscribe to only the maximum number of such New Securities which, taken together with the Securities already held by the Shareholder, will not trigger the open offer requirements under the provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

5.6 If the Shareholder does not issue a Subscription Notice within the time period set out in Article 5.3 or if the Shareholder agrees to (or under Article 5.5 is required to) subscribe to a lesser number of New Securities, then the Company shall be free to proceed to issue the New Securities to any Person not being a Competitor on the terms and conditions as set out in the Issue Notice.

6. AFFIRMATIVE VOTE MATTERS

6.1 Notwithstanding anything contained in these Articles, if an Affirmative Vote Matter(s) is tabled at a meeting of the Board (or any committees or sub-committees thereof) or the Shareholders' meeting (including a general meeting of the Shareholders), either at a physical Board meeting or shareholders' meeting or a Board meeting and/or shareholders' meeting held by audio-visual electronic communication or by circular resolution, such Affirmative Vote Matter(s) shall not be approved unless the written consent of each of the Affirmative Vote Shareholders has been obtained.

6.2 For the purposes of Article 6.1, "**Affirmative Vote Shareholders**" means the following Persons:

- (a) Investor 1, for so long as Investor 1 holds 7.5% (seven-point five percent) or more of the Share Capital;
- (b) Investor 2, for so long as Investor 2 holds 7.5% (seven-point five percent) or more of the Share Capital;
- (c) the Burman Family Investors acting collectively, for so long as the Burman Family Investors collectively hold 7.5% (seven-point five percent) or more of the Share Capital; and
- (d) the Promoter, for so long as the Promoter holds 7.5% (seven-point five percent) or more of the Share Capital.

6.3 For the purposes of this Article 6, the matters listed herein below shall, in relation to the Company, be referred to as the **“Affirmative Vote Matters”**:

- (a) Any mergers, acquisitions, demergers, restructurings, amalgamations, spin-offs, bankruptcy, divestments, dissolution, winding up, liquidation, rescheduling of debt, other similar or related actions, or reconstitution, reconstruction, reorganization involving the Company;
- (b) Sale, lease, assignment or otherwise disposing of any assets of the Company in a Financial Year other than in the ordinary course of business and in excess of an amount equivalent to INR 10,00,00,000 (Indian Rupees Ten Crores);
- (c) entering into a related party transaction which is (i) not on an arm's length with a value beyond INR 1,00,00,000 (Indian Rupees One Crores) per annum; or (ii) contrary to the terms agreed in writing between Company, Promoter and Investors;
- (d) Any material changes in the Company's Business or commencement of any new line of business by the Company or cessation of any existing line of business by the Company and/or the acquisition of any assets not related to the Business;
- (e) Issuance of any Equity Securities (including by way of a preferential allotment, qualified institutional placement, follow on public offering, creation of an ESOP pool or rights issue, or in any other way);
- (f) Passing any resolution for liquidation, winding-up or dissolution of the Company;
- (g) any amendment to the memorandum of association or articles of association of the Company, which amendment adversely affects the then existing rights of an Investor or varies the rights attached to any class of Equity Securities, which prejudices or in any manner affects the rights or obligations of the Equity Securities issued to an Investor;
- (h) Incurring capital expenditure on behalf of the Company in any Financial Year, other than any capital expenditure contemplated in the Business Plan including any deviations contemplated thereunder and

provided that the amount of such new capital expenditure exceeds 15% (fifteen per cent) of the amount of capital expenditure contemplated in the Business Plan

- (i) Buyback or redemption on a disproportionate basis;
 - (j) any of the foregoing actions in relation to a subsidiary; and
 - (k) Any agreements or commitments to do any of the foregoing.
- 6.4 As long as any Investor holds 7.5% (seven point five percent) or more of the Share Capital of the Company (on a Fully Diluted Basis), no resolution or decision regarding any Agreed Pre-Consultation Matter shall be passed or taken up by the Board or any committee or the Shareholders (as the case may be), unless the matter has been discussed between the Company and each of such Investors in accordance with Article 6.6.
- 6.5 For the purposes of Article 6.4, the matters listed herein below shall, in relation to the Company and the subsidiary, be referred to as the “**Agreed Pre-Consultation Matters**”:
- (a) Appointment, re-appointment, firing of any Key Managerial Personnel including any change in the terms of employment or change in remuneration of the Key Managerial Personnel (including the Managing Director and the Chairman).
- 6.6 If any matter, decision, action, or resolution related to an Agreed Pre Consultation Matter is to be considered by the Board or any Committee or the Shareholders (as the case may be), the Company shall provide each of the Investors with prior notice of at least 15 (fifteen) Business Days prior to such matter is circulated as a part of the notice for convening any meeting of the Board and/or Committee and/or or the Shareholders (as the case may be) (“**Pre-Consultation Period**”). This notice shall include a detailed description of the proposed matter, decision, action, or resolution, along with all relevant supporting documents, to allow the Shareholder to understand the Company’s proposal regarding the Agreed Pre Consultation Matter (“**Prior Intimation**”). After providing each of the Investors with the Prior Intimation, the Company, the Promoter and Investor shall, in good faith, discuss the Agreed Pre Consultation Matter during the Pre-Consultation Period. If the Investor(s) provides any observations or comments on the proposed Agreed Pre-Consultation Matter, the Company and the Promoter shall, in good faith, consider such observations/comments before seeking approval from the Board and/or any Committee and/or or the Shareholders (as the case may be). In the event the Company and the Promoter, in good faith, decides to reasonably not consider or deviate from the observations/comments provided by the Investor(s) to the Company to any Agreed Pre-Consultation Matter, then, the Company and the Promoter undertake to provide its reasoning, in writing, for such deviation or not consideration of the observations/comments provided by the Investor(s), to each of the Investors before seeking approval from the

Board and/or any Committee and/or or the Shareholders (as the case may be) for such Agreed Pre-Consultation Matter. For the avoidance of doubt, the Company shall not be obligated to implement any observation or comments provided by the Investors.

7. INFORMATION RIGHTS

- 7.1 Each Investor shall be entitled to seek such information in relation to the Company as it may be entitled to under Applicable Law, and subject to compliance with Applicable Law, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Company shall provide such information as may be reasonably requested by such Investor, as soon as reasonably practicable.
- 7.2 The Company shall not selectively disclose to an Investor any unpublished price sensitive information (as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015), and if any unpublished price sensitive information (as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015) is disclosed to the Investor, the Company shall make such information available to the public and all the Shareholders of the Company on an expedited and immediate basis. Notwithstanding the generality of the foregoing, any reporting or information rights granted to an Investor hereunder shall be provided to all the Shareholders, unless otherwise agreed.
- 7.3 Subject to Applicable Law (including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015), the Company and the Promoter shall ensure that the Company shall provide each of the Investors and their respective employees, agents and representatives with full access, upon prior written notice and during normal business hours, to all of the Company's assets, books, records, etc. which may be required by such Investor, subject to the following conditions:
 - (a) the Investor shall ensure that its employees, agents and representatives maintain the confidentiality of all information accessed or provided pursuant to this Article; and
 - (b) any access, inspection, review or information request under this Article shall be undertaken at the Investor's sole cost and expense only to the extent that complying with such request requires the Company to incur any additional third-party or out-of-pocket costs that it would not otherwise have incurred in the ordinary course or in complying with its obligations under these Articles, the Scheme of Arrangement or Applicable Law. For the avoidance of doubt, no cost shall be payable by the Investor in respect of information already available with the Company or any action that the Company is otherwise required to undertake under Applicable Law. Any such additional costs shall be reasonably incurred and notified to the Investor in advance.

8. SUSPENSION PENDING LISTING

- 8.1 Notwithstanding anything contained in these Articles, in the event that the Securities and Exchange Board of India requires, for the purposes of listing the Equity Shares of the Company on the Stock Exchange, that this Part B (including any special rights extended to the Shareholders hereunder) be terminated, suspended or not given effect to, then from the date of such communication by SEBI, all special rights extended to the Shareholders (i.e., the rights under Article 2.3 (Board Composition), Article 6 (Affirmative Vote Matters)), and any other rights that may be considered “special rights” under Regulation 31B of the SEBI LODR Regulations) shall stand suspended until such time as the approval of the shareholders of the Company is obtained in accordance with Regulation 31B of the SEBI LODR Regulations, upon which this Part B of these Articles and all special rights shall stand automatically revived and shall be in full force and effect, without requiring any further action by the Company, Promoter and/or the Investors; provided that the suspension under this Article shall not affect any accrued rights or liabilities of the Company, Promoter and/or the Investors as on the date of suspension, and the Company, Promoter and/or the Investor shall continue to be bound by such terms as agreed in writing during the period of such suspension.