

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

FORTIS HEALTHCARE LIMITED



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Corporate Bhawan, Plot No.4 B Sector 27 B, Chandigarh, Chandigarh, India, 160019

Corporate Identity Number: L85110PB1996PLC045933

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s FORTIS HEALTHCARE LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Punjab and such alteration having been confirmed by an order of Regional Director bearing the date 09/12/2016.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Chandigarh this Fifteenth day of December Two thousand sixteen.



NIPANE VILAS GAJANAN

Registrar of Companies

RoC - Chandigarh

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

FORTIS HEALTHCARE LIMITED

Fortis Hospital, Sector-62 Phase-VIII,, Mohali, Mohali, Punjab, India, 160062



भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या :L85110DL1996PLC076704

मैसर्स Fortis Healthcare (India) Limited

के मामले मे, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स
Fortis Healthcare (India) Limited

जो मूल रुप में दिनांक अठाईस फ़रवरी उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
RANCARE LIMITED

के रुप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रुप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना स. सा. का. नि. 507 अ दिनांक 24.6.1985 एस.आर.एन. B32799793 दिनांक 06/03/2012 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रुप में मैसर्स
Fortis Healthcare Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र दिल्ली में आज दिनांक छह मार्च दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L85110DL1996PLC076704

In the matter of M/s Fortis Healthcare (India) Limited

I hereby certify that Fortis Healthcare (India) Limited which was originally incorporated on Twenty Eighth day of February Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as RANCARE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B32799793 dated 06/03/2012 the name of the said company is this day changed to Fortis Healthcare Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Delhi this Sixth day of March Two Thousand Twelve.

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by EGINIUS TIRKEY, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Fortis Healthcare Limited
ESCORTS HEART INSTITUTE AND RESEARCH CENTRE, OKHLA ROAD,
NEW DELHI - 110025,
Delhi, INDIA

भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण–पत्र

कॉर्पोरेट पहचान संख्या : L85110DL1996PLC076704

मैसर्स FORTIS HEALTHCARE LIMITED

के मामले मे, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स
FORTIS HEALTHCARE LIMITED

जो मूल रुप में दिनांक अठाईस फरवरी उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
RANCARE LTD.

के रुप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रुप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा.का.नि 507 (अ) दिनांक 24.6.1965 एस.आर.एन B06726236 दिनांक 07/03/2011 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रुप में मैसर्स
Fortis Healthcare (India) Limited

हो गया है और यह प्रमाण–पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण–पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक सात मार्च दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L85110DL1996PLC076704

In the matter of M/s FORTIS HEALTHCARE LIMITED

I hereby certify that FORTIS HEALTHCARE LIMITED which was originally incorporated on Twenty Eighth day of February Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as RANCARE LTD. having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B06726236 dated 07/03/2011 the name of the said company is this day changed to Fortis Healthcare (India) Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this Seventh day of March Two Thousand Eleven.

(MANMOHAN JUNEJA)
कम्पनी रजिस्ट्रार / Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Fortis Healthcare (India) Limited
ESCORTS HEART INSTITUTE AND RESEARCH CENTRE, OKHLA ROAD,
NEW DELHI - 110025,
Delhi, INDIA

COMPANY NO. 55-76704

CERTIFICATE OF REGISTRATION ORDERS OF COURT CONFIRMING AMALGAMATION OF COMPANIES

Section 391(2) and 394 of the Companies Act, 1956

Certified that the certified copy of the Delhi High Court Order in C.P. No. 241/2005 dated 7-10-05 regarding the amalgamation of undermentioned company/ companies.

Fortis Medical Centre Holdings Ltd. (Transferer Company)

With M/s. **Fortis Health Care Ltd. (Transferee Company)** has been registered under the Companies Act, 1956.

Given under my hand at NEW DELHI this 5th day of January Two Thousand Six.

कम्पनी रजिस्ट्रार Registrar of Companies NCT of Delhi & Haryana

Sd/-
(V. P. KATKAR)
ASSTT. REGISTRAR OF COMPANIES
NCT OF DELHI & HARYANA

सत्यमेव जयते

COMPANY NO. ..55-76704..

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

In the Office of the Registrar of Companies, N.C.T. of Delhi & Haryana
[under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF ..... RANCARE LIMITED .....

I hereby certify that ..... RANCARE LIMITED .....
which was originally incorporated on..TWENTY EIGHTH....day of...FEBRUARY
One Thousand Nine Hundred.....NINETY SIX..... under the Companies Act, 1956 (Act 1 of 1956) under the name.....RANCARE LIMITED.....
having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 read with Government of India, Department of Company Affairs Notification No. G.S.R. 507(E) dated 24-6-1985 by Registrar of Companies, N.C.T. of Delhi & Haryana, New Delhi vide letter No...21/55-76704/639.....dated....14-6-1996.... the name of the said Company is this day changed to.....FORTIS HEALTHCARE LIMITED..... .... and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at NEW DELHI this .....20TH.....
day of.....JUNE..... One Thousand Nine Hundred and Ninety.....SIX.....

कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा क्षेत्र

Sd/-
(D. R. CHATURVEDI)
ASSTT. REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

COMPANY NO. ..55-76704..

सत्यमेव जयते

Certificate For Commencement of Business

व्यापार प्रारम्भ करने का प्रमाण पत्र

Pursuant to section 149(3) of the Companies Act, 1956

कम्पनी अधिनियम १९५६ की धारा १४९ (3) के अनुसरण में

I hereby certify that the FORTIS HEALTHCARE LIMITED

मैं एतद् द्वारा प्रमाणित करता हूं फोटीज हैल्थकेयर लिमिटेड

Which was incorporated under the Companies Act, 1956 on

जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक 9 फाल्गुन, 1917

the TWENTY EIGHTH day of FEBRUARY 1996

and which has filed a duly verified declaration in the

और जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत

prescribed form that the conditions of section

कर दिया हैं कि उस ने धारा १४९ (२) (क) से (ग)

149 (2) (a) to (c) of the said Act, have been complied with is entitled

की सभी शर्तो को अनुपालन कर दिया है, अतः व्यापार आरम्भ करने का

to commence business.

अधिकारी है ।

Given under my hand at NEW DELHI

मेरे हस्ताक्षर से आज दिनांक 10 आषाढ़, 1918

this FIRST day of JULY

One thousand nine hundred and Ninty SIX

को जारी किया गया ।

कम्पनी रजिस्ट्रार ★ ★ राष्ट्रीय राजधानी क्षेत्र; दिल्ली एवं हरियाणा

Sd/-

(वी. एस. गलगली)

कम्पनी रजिस्ट्रार

दिल्ली एवं हरियाणा

(V. S. GALGALI)

Registrar of Companies

NCT OF DELHI & HARYANA

सत्यमेव जयते

प्रारुप एक

Form 1

निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 55-76704 शक 1917

No. 55-76704 of 1995-96

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज रैनकेयर लिमिटेड

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है ।

I hereby certify that RANCARE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० 9 फाल्गुन, 1917 को दिया गया ।

Given under my hand at NEW DELHI this TWENTY EIGHTH day of FEBRUARY One thousand nine hudred and NINETY SIX

कम्पनी रजिस्ट्रार

Sd/-

(अ. वहाब अन्सारी)

अपर कम्पनी रजिस्ट्रार

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

(A. W. ANSARI)

ADDL. Registrar of Companies

N.C.T. OF DELHI & HARYANA

UNDER THE COMPANIES ACT, 1956 (1 OF 1956)

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

FORTIS HEALTHCARE LIMITED

I. **The name of the company is FORTIS HEALTHCARE LIMITED.**

II.* **The Registered Office of the company will be situated in the State of Punjab.**

III. **The objects for which the company is established are:**

(A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:—

1. To purchase, lease or otherwise acquire, establish, maintain, operate, run, manage or administer hospitals, medicare, health care, diagnostic, health aids and research centers.

2. To provide medical relief to the public in all branches of medical schemes by all available means.

3. To carry out medical and clinical research by engaging in the research and development of all medical sciences and therapies.

4. To undertake, promote or engage in all kinds of research including clinical research and development work required to promote, assist or engage in setting up hospitals, health care centres and facilities for manufacturing medical equipments, etc.

5. To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnostic, understanding and prevention and treatment of disease.

6. To establish, run, promote and make investment in educational institutions, schools, colleges, technical educational institutes for imparting medical and healthcare education and management training including in the fields of medicine, nursing, physical medicine and rehabilitative medicine, pharmacy and allied medical administration and management of such medical institutions including Health and Hospital Management Training and Development, Pharmaceutical Management, Hospitality, Programmes for skills and competency development, Training and certification of professionals.

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* **Substituted by Special Resolution passed by the Shareholders of the Company through Postal Ballot dated September 7, 2016 for shifting of Registered Office from NCT of Delhi to State of Punjab.**

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:—

1. To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnosis, understanding and prevention and treatment of diseases.

2. To conduct and to carry on experiments and to provide funds for research works and for scholarships, stipend, remuneration and/or other payments or aid to any person or persons encouraged in research work, or work connected with or conducive to research and to encourage and to improve knowledge of the persons who are engaged or likely to be engaged in any medical or related profession so as to make available medical relief to the public at large.

3. To promote, manage, cooperate with or afford assistance to or otherwise assist the work of any other foundation, institution or body engaged in medical research and treatment.

4. To establish, maintain and/or manage hostel, building houses, staff quarters and other conveniences for the benefit of the students, staff and other employees of the Company.

5. To purchase, take on lease, or in exchange, hire or otherwise, acquire any estates, land or lands, in India, or elsewhere, and any rights, privileges and easements and concessions and factories, machinery, implements, tools, live and dead stock, stores effects and other property, real or personal, immovable or movable of any kind which may be required for attaining the main objects.

6. To buy or generate for its own use or otherwise, steam, heat, light, electricity, gas, motive power and hydro-electric or water power for the purpose of the business of the Company.

7. To construct, maintain and alter any buildings, or works, necessary or convenient for the purposes of this company and to purchase, hire, construct, improve, maintain, work, manage, carry out, or control any roads, branches of sidings, bridges, reservoirs, water courses, river transport services, wharves, manufactories, warehouses, electric workshops, stores, jetties and other conveniences and works which may seem calculated directly or indirectly to advance the company's interest

and to contribute to subsidise or otherwise assist or take part in the constructions, improvements, maintenance, workings, management, carrying out, or control thereof.

8. To acquire from any sovereign, state or authorities in India or elsewhere any concessions, grants, decrease, rights, powers and privileges whatsoever, which may seem to the company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.

9. To plant, grow and produce agricultural products and other produce of any kind in India or elsewhere necessary or useful for the business of the company.

10. Generally to undertake and carry on any business, transactions or operation commonly undertaken or carried on by explorers, prospectors or concessionaires and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with any of the objects of the company, or which may be thought calculated directly or indirectly to enhance the value of or render profitable, any of the company's property or rights.

11. To enter into any arrangements or agreement with any Government, State or authority, municipal, local or otherwise, or any corporation, companies, or persons that may seem conductive to the attainment of the company's objects or any of them and to obtain from any such Government, State authority, Co-operation, company or persons any rights, privileges or concessions and to carry out, exercise and comply with such arrangement or agreement.

12. To apply for, promote and obtain any Act of Legislature or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.

13. To acquire by purchase or otherwise for the business of the company in India or elsewhere, any lands, manufactories, buildings, mills, plants, engines, machinery and other things found necessary for the business of the Company.

14. To establish and carry on and to promote the establishment of and carrying on, any property in which the Company is interested, for any business which may be conveniently carried on in connection with such property and the establishment of

which may seem calculated to enhance the scope of the Company's interest in such property, or to facilitate the disposal thereof.

15. To exercise, conduct research, develop, grant licences, in respect of, sell, let, or otherwise turn to account any inventions, processes, letters Patent, licences, concessions, rights or privileges belonging to the company or which it may acquire, or any interest in the same; to apply for take out and register any patent or patents for any invention or inventions, or obtain exclusive or other privileges, in respect of the same, in any part of the world; and to manufacture and produce and trade and deal in all machinery, plant, articles, appliances and things capable of being manufactured, produced or traded in by virtue of or in connection with any inventions, processes,letters patent, brevets d'inventions, licences, concessions, rights or privileges as aforesaid.

16. To form, promote, subsidise, organise, and assist or aid in forming, promoting, subsidising, organising or aiding companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of the Company or of advancing directly or indirectly the object thereof and to take or otherwise acquire and to hold shares in any other company having objects similar to those of this Company.

17. To draw, make, accept, endorse, execute, issue and negotiate bills of exchange, promissory notes, cheques, drafts, hundies and other instruments of every description.

18. To issue money on deposit, at interest or otherwise and to lend and advance money with or without security to such persons and companies and on such terms as may seem expedient. However, the Company shall not do the business of banking as defined in the Banking Companies Regulation Act, 1949.

19. To receive money on deposit, at interest or otherwise and to lend and advance money with or without security to such persons and companies and on such terms as may seem expedient. However, the Company shall not do the business of banking as defined in the Banking Companies Regulation Act, 1949 and subject to section 73 of the Companies Act, 2013 and the rules thereunder.

20. To lay out, advance, invest and deal with the Company's moneys to such person or company and in or upon such investments or securities and generally in such manner as may from time to time be determined.

21. To procure the Company to be registered, incorporated or recognised in any place outside India.

22. To give donations or subscriptions to any religious, charitable or social institutions or to give any charity incidental to or conducive to any business that may be carried on by the Company.

23. To distribute any of the properties of the Company among the members in specie or otherwise, but so that no distribution amounting to a reduction in capital be made without the sanction (if any) for the time being required by the law.

24. To pay for any property or rights acquired by the Company either in cash or fully or partly paid shares with or without preferred or deferred rights in respect of dividends or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine.

25. To take part in management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate the directors, accountants, or other experts or officers, but not act as Manager or Managing Agent of any other Company.

26. To sell, exchange, mortgage (with or without power of sale) assign, lease, sublet and generally otherwise deal with the whole or any part of the business, estate property or undertaking of the Company, as a going concern, to any person or persons, association or associations or otherwise for such consideration as the company may think fit, either for cash or for shares, debentures or securities for any other company having objects altogether or in part, similar to the objects of this company and to hold or distribute among the members in specie or otherwise the whole or part of the consideration for such sale or amalgamation with any person, company or association.

27. To establish or aid in the establishment of associations, institutions, funds, trusts and charities and other conveniences intended to benefit employees or ex-employees of the company or their dependents and to grant pension or allowances and generally to subscribe money for any public general or useful objects.

28. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this company.

29. To insure with any person, firm, association or Company against losses, damages, risks and liabilities of any kind which may affect the Company either wholly or partially and if thought fit, to effect any such insurance by joining or becoming a member of any mutual insurance, protection or indemnity association, federation or society and to accept any such insurance or any part thereof for the account of the Company.

30. To enter into all contracts with persons in India or outside for the purchase or sale of all goods, materials, commodities, metals, minerals, jewels, stores, provisions and produce of all kinds, both raw and manufactured, for the business of the Company and to make advances to persons in India or outside in respect of such contracts for the development of the business of the Company.

31. To establish and construct buildings and houses required to accommodate officers and workman as may be found necessary.

32. To subscribe for, conditionally or unconditionally or absolutely, purchase, hold, underwrite, negotiate and deal in loans, stocks, shares, bonds or obligations of any Government, State or Central, local authority, port trust, municipal body or any company or other corporation and the shares, stock, debentures and debenture stock (whether perpetual or terminable) of any Joint Stock company or co-partnership and investments of all kinds.

33. To purchase or otherwise acquire, undertake and carry on the whole or any part of the business, goodwill, property, assets and liabilities of any person or persons, firm or company carrying on any business of any nature altogether or in part similar to any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company and to pay for the same and all other properties or rights of what ever kind acquired by the company in cash or in shares, debentures, debenture-stocks of the company, to carry on, pending a sale of realisation, any business which the Company may as mortgage have taken possession of or acquired.

34. To amalgamate, enter into partnership or any arrangement whether terminable or otherwise, for sharing profits, union of interest, joint adventure, reciprocal concessions, co-operation, or otherwise, with any person or persons, firm, association, company or corporation, having objects altogether or in part similar to those of the Company or carrying on or about to carry on or engaged in or about to engage in any business or transaction which the Company is authorised to carry on and to lend money and to guarantee the contracts and to subsidise or otherwise assist any such persons, firm association, corporation or company; to subscribe for and to take and otherwise acquire and to hold shares or other interest or stock or securities, of any such person, firm, association, corporation or company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same and accept other shares in exchange for the same; and to form, constitute or permit any other company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company.

35. To join and participate in any Chamber of Commerce or commercial institutions or bodies as member or associate member and pay all subscriptions and other amounts for such purpose.

36. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.

37. To establish, promote, form and subsidise or otherwise assist in establishing, promoting, forming and subsidising any other Company and to prosecute or assist in the prosecution of any other undertakings or enterprises of any description and to secure by underwriting or otherwise in subscription of all or any shares, debentures, debenture-stock or other securities of this Company or any other Company and to pay and to receive any commission, brokerage or other remuneration in connection therewith and to obtain a settlement of quotation upon any exchange of any share, loan or other capital of this Company or any other Company.

38. To promote and to form and to be interested in and take hold and dispose of shares in other companies for all or any of the objects mentioned in this Memorandum of Association and to transfer to any such Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such Company and to subsidise or otherwise assist any such Company.

39. To assist any Company, financially or otherwise by issuing or by subscribing for or guaranteeing the subscription and issue of capital, shares, stock, debentures, debenture-stock or other securities and to take, hold and deal in shares, stock and securities of any Company notwithstanding any liability that may be thereon.

40. To acquire and hold shares in any other Company and pay for properties, rights or privileges, acquired by this Company, either in shares of this Company or partly in cash or otherwise and to give shares or stock of this Company in exchange for shares or stock of any other Company, provided that the investments are made out of surplus funds.

41. To float and bring into existence such companies as may appear advantageous and to conduct the business of such companies as their agents.

42. To undertake and carry on any business transaction or operation commonly undertaken or carried on by financiers, promoters of companies, bankers, underwriters, concessionaires and contractors for, public and other works, capitalist or merchants, in particular to underwrite issue and place shares, stocks, bonds, debenture-stocks and securities.

43. To effect insurances and assurances on the lives of any debtors to the Company or on the lives of any other persons in whom the Company may have an assurable interest and to pay the premiums and other moneys required to keep up the policies of assurances out of the moneys of the Company.

44. To open and keep register or registers in any country or countries where it may deem advisable to do so and to allocate any number of shares in the Company to such register or registers.

45. To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any of the properties of the Company rights and concessions of the Company.

46. To create any depreciation fund, Reserve Fund, Insurance Fund, Sinking Fund or any other Special Fund, whether for depreciation or repairs, replacement, improving, extending or maintaining any of the properties of the Company, or for any other purposes conducive to the interests of the Company.

47. To place, to reserve or to distribute as dividend or bonus among the members or otherwise to apply, as the Company from time to time may think fit any moneys received by way of premium on shares or debentures issued at a premium by the Company and any moneys received in respect of dividends accrued on forfeited shares and moneys arising from the sale by the Company of forfeited shares or from unclaimed dividends.

48. To capitalise its reserves and issue bonus shares.

49. To adopt such means of makings known the business of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes not falling under the provisions of Lotteries Act, rewards and donations.

50. To provide for the welfare of the employee or ex-employees of the company and the wives, widows and families of the dependents or connections of such persons by building or contributing for the building of houses, dwelling or chawls or by grants of money, pensions, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts, and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendants and other assistance as the Company shall think fit.

51. Subject to section 73 and 179 and 180 of the Companies Act, 2013, to borrow or raise money, or receive monies on deposit, interest or otherwise in such manner as the company may think fit for the business of the Company including by issue of debentures, perpetual or otherwise including debentures convertible into shares, or perpetual annuities and on security of any such money so borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property except uncalled capital and other powers as may seem expedient and to purchase, redeem, or pay off any such securities.

52. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally including

any association, institution or fund for the protection of the interests of masters, owners and employees against loss by bad debts, strikes, combinations, fire, accident or otherwise or for the benefit of any clerks, workman or other at any time employed by the Company or other families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co- operative and other societies, reading rooms, libraries, educational and charitable institutions, refractories, dining and recreation rooms, places of workshop, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

53. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit person who are or have been Directors or who are or have been employed by or who are serving or have served the Company or any Company which is a subsidiary of the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payment towards insurance.

IV. The liability of the members is limited.

V**. ***The Authorised Share Capital of the Company is Rs. 928,00,00,000 divided into 85,00,00,000 Equity Shares of Rs. 10 each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 each.***

** **Substituted by Special Resolution passed by the Shareholders of the Company on August 13, 2018.**

We, the several persons, whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we, respectively agree to take the number of shares in the capital of the Company, set opposite our respective names:

Names, description, occupation and addresses of each subscribers	Number of and type of subscribed Shares	Signature of subscribers	Name, addresses, description, occupation and signature of witness or witnesses
Parvinder Singh S/o Bhai Mohan Singh 1-South End Lane New Delhi-110011 (Industrialist)	100 (One Hundred Equity Shares Only)	Sd/-	I hereby witness the signature of the subscribers. Sd/- Vinod Kumar Sharma S/o Sh. P.L. Sharma 29-G, Naoroji Nagar, New Delhi-110029 (Service)
Mool Raj Luthra S/o Sh. K.L. Luthra 91, Raja Garden, New Delhi-110015 (Service)	100 (One Hundred Equity Shares Only)	Sd/-	
Purnendu Kumar Sarangi S/o Late R. C. Sarangi M-115-A, Greater Kailash-I New Delhi-110048 (Service)	100 (One Hundred Equity Shares Only)	Sd/-	
Vinay Kumar Kaul Son of Late Shri M. N. Kaul W-120, Greater Kailash-I New Delhi-110048 (Service)	100 (One Hundred Equity Shares Only)	Sd/-	
Malvinder Mohan Singh S/o Dr. Parvinder Singh 1-South End Lane New Delhi-110011 (Service)	100 (One Hundred Equity Shares Only)	Sd/-	
Virender Mohan Bhutani S/o Sh. C.L. Bhutani C-6, Shivaji Enclave New Delhi-110027 (Business)	100 (One Hundred Equity Shares Only)	Sd/-	
Shivinder Mohan Singh S/o Dr. Parvinder Singh 1-South End Lane New Delhi-110011 (Student)	100 (One Hundred Equity Shares Only)	Sd/-	
Total	700 (Seven Hundred Equity Shares Only)		

Place: New Delhi Dated: 12th day of February 1996

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES (Incorporated

under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

FORTIS HEALTHCARE LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed by way of Postal Ballot of the Company held on December 29, 2014, in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. 1. The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. — Table 'F' not to apply

2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. — Company to be governed by these Articles

Interpretation

2. 1. In these Articles -

a. "Act" means the (Indian) Companies Act, 2013 (to the extent notified by the Government of India and currently in force) and the (Indian) Companies Act, 1956 (to the extent not repealed and replaced by notified provisions of the 2013 Act) or any statutory modification or re-enactment thereof for the time being in force. — "Act"

b. "Articles" means these articles of association of the Company or as altered from time to time. — "Articles"

c. "Board of Directors" or "Board", means the collective body of the directors of the Company. — "Board of Directors" or "Board"

d. "Company" means Fortis Healthcare Limited. — "Company"

e. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act. — "Rules"

f. "Seal" means the common seal of the Company. — "Seal"

2. Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. — "Number" and" Gender"

3. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. — Expressions in the Articles to bear the same meaning as in the Act

Share capital and variation of rights

3. 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 Board 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. — Shares under control of Board

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. — Directors may allot shares otherwise than for cash

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: — Kinds of Share Capital

(a) Equity Share Capital:

i. with voting rights; and / or

ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference Share Capital

6. 1. Every person whose name is entered as a member in the register of members shall be entitled to receive within two — Issue of certificate

months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

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 such charges as may be fixed by the Board for each certificate after the first.

2. Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon. — Certificate to bear Seal

3. 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. — One certificate for shares held jointly

7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository, the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. — Option to receive share certificate or hold shares with depository

8. 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 Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. — Issue of new certificate in place of one defaced, lost or destroyed

9. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. — Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.

10. 1. The Company may exercise the powers of paying commission conferred by the Act, to any person in connection with the subscription to its securities, provided — Power to pay commission in connection with Securities issued

that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.

2. The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules. — Rate of commission in accordance with Rules

3. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in other. — Mode of payment of commission

11. 1. 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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act. — Variation of members' rights

2. To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply. — Provisions as to general meetings to apply mutatis mutandis to each meeting

12. 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. — Issue of further shares not to affect rights of existing Members

13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. — Power to issue redeemable preference shares

14. 1. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - — Further issue of share capital

a) persons who, at the date of offer, are holders of equity shares of the Company and such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

b) employees under any scheme of employees' stock option; or

c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

2. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules. Mode of further issue of shares

Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to any debentures issued or loan raised by the Company to convert such debentures or loans into Shares in the Company;

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the company in general meeting.

Lien

15. (1) The Company shall have a first and paramount lien - Company's lien on shares

(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 member, for all monies presently payable by him or his estate to the Company:

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

(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. Lien to extend to dividends, etc.

(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

Waiver of lien incase of registration

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

Enforcing lien by sale

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 to the person entitled thereto by reason of his death or insolvency or otherwise.

17. 1. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

Validity of sale

2. The purchaser shall be registered as the holder of the shares comprised in any such transfer.

Purchaser to be registered holder

3. The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

Validity of Company's receipt

4. 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 with reference to the sale.

Purchaser not affected

18. 1. 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.

Application of proceeds of sale

2. 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.

Payment of residual money

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and

Outsider's lien not to affect Company's lien

accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

20. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company. — Provisions as to lien to apply mutatis mutandis to debentures, etc.

Calls on shares

21. 1. 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. — Board may make Calls

2. 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. — Notice of call

3. The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. — Board may extend time for payment.

4. A call may be revoked or postponed at the discretion of the Board. — Revocation or postponement of call

22. 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. — Call to take effect from date of resolution

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

24. 1. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board. — When interest on call or instalment payable

2. The Board shall be at liberty to waive payment of any such interest wholly or in part. — Board may waive Interest

25. 1. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on — Sums deemed to be calls

account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

2. In case of non-payment of such sum, all the relevant provisions of these Articles 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.

Effect of non-payment of sums

26. 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

Payment in anticipation of calls may carry interest

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 as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

Instalments on shares to be duly paid

28. All calls shall be made on a uniform basis on all shares falling under the same class.

Calls on shares of same class to be on uniform basis

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

Partial payment not to preclude forfeiture

30. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

Provisions as to calls to apply mutatis mutandis to debentures, etc.

Transfer of Shares

31. (a) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

Instrument of transfer to be executed by transferor and transferee

(b) 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.

32. The Board may, subject to the right of appeal conferred by the Act decline to register -

Board may refuse to register transfer

(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.

33. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -

Board may decline to recognise instrument of transfer

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

(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.

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act 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.

Transfer of shares when suspended

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.

35. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.

Transmission of shares

36. 1) 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. Title to shares on death of a member

2) Nothing in clause (1) 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. Estate of deceased member liable

37. 1) 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 - Transmission Clause

(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.

2) 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. Board's right Unaffected

3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer. Indemnity to the Company

38. 1) 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. Right to election of holder of share

2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. Manner of testifying election

3) 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 Limitations applicable to notice

insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

39. 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 was 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:

Claimant to be entitled to same advantage

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.

40. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

Provisions as to transmission to apply mutatis mutandis to debentures, etc

Forfeiture of Shares

41. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, 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 or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

If call or instalment not paid notice must be given

42. The notice aforesaid shall:

Form of notice

(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.

43. 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.

In default of payment of shares to be forfeited

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

Receipt of part amount or grant of indulgence not to affect forfeiture

45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

Entry of forfeiture in register of members

46. The forfeiture of a share shall involve 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.

Effect of forfeiture

47. 1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

Forfeited shares may be sold, etc.

2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit

Cancellation of forfeiture

48. 1) 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, and shall 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.

Members still liable to pay money owing at the time of forfeiture

2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

Member still liable to pay money owing at time of forfeiture and interest

3) 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.

Cesser of liability

49. 1) 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;

Certificate of forfeiture

2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment 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;

Title of purchaser and transferee of forfeited shares

3) The transferee shall thereupon be registered as the holder of the share; and

Transferee to be registered as holder

4) 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, re-allotment or disposal of the share.

Transferee not affected

50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

Validity of sales

51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall(unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be

Cancellation of share certificate in respect of forfeited shares

entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s)entitled thereto.

52. The Board may, subject to the provisions of the Act, accept a surrender of any share, from or by any member desirous of surrendering them, on such terms as they think fit. Surrender of share certificates

53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment 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. Sums deemed to be calls

54. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.

Alteration of capital

55. Subject to the provisions of the Act, the Company may, by ordinary resolution Power to alter share capital

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) 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.

56. 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 Articles under which, the shares from which the stock Shares may be converted into 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; Right of Stockholders

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/"member" shall include “stock” and “stock-holder” respectively. Applicable to Stocks

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, - Reduction of Capital

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any securities premium account; and/or

(d) any other reserve in the nature of share capital.

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share. Liability of Joint-holders

(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Death of one or more joint-holders

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

Receipt of one sufficient

(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

Delivery of certificate and giving of notice to first named holder

(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he was solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

Vote of joint holders

(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

Executors or administrators as joint holders

(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc

Capitalisation of profits

59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve -

Capitalisation

(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 (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards : Sum how applied

(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 or other securities 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).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account including profits, for the purposes of this Article, may be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares. Application of reserves

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article. Effect of resolution

60. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - Powers of the Board for capitalisation

(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) generally do all acts and things required to give effect thereto.

(2) The Board shall have power- Board's power to issue fractional certificate/ coupon etc.

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities 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 or other securities 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.

(3) Any agreement made under such authority shall be effective and binding on such members. Agreement binding on members

Buy Back of Shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. Buy-back of shares

General Meetings

62. All general meetings other than annual general meeting shall be called extraordinary general meeting. Extraordinary general meeting

63. The Board may, whenever it thinks fit, call an extraordinary general meeting. Powers of Board to call extraordinary general meeting

Proceeding of the General Meeting

64. (1) 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. Presence of Quorum

(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. Business confined to election of Chairperson whilst chair vacant

(3) The quorum for a general meeting shall be as provided in the Act. Quorum for general meeting

65. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company and in his absence any other Director of the Company or such other person as may be nominated /appointed by the Chairman and/or Board of Directors.

Chairperson of the meetings

66. 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.

Directors to elect a Chairperson

67. 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, by poll or electronically, choose one of their members to be Chairperson of the meeting.

Members to elect a Chairperson

68. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

Casting vote of Chairperson at general meeting

69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

Minutes of proceedings of meetings and resolutions passed by postal ballot

(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -

Certain matters not to be included in Minutes

(a) is, or could reasonably be regarded, as defamatory of any person; or

(b) is irrelevant or immaterial to the proceedings; or

(c) is detrimental to the interests of the Company.

(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

Discretion of Chairperson in relation to Minutes

(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

Minutes to be evidence

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:

Inspection of minute books of general meeting

(a) be kept at the registered office of the Company; and

(b) be open to inspection of any member without charge, during 10.00 a.m. to 12.00 noon on all working days other than Saturdays.

(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above:

Members may obtain copy of minutes

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

71. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Powers to arrange security at meetings

Adjournment of meeting

72. (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.

Chairperson may adjourn the meeting

(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Business at adjourned meeting

(3) 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.

Notice of adjourned meeting

(4) Save as aforesaid, and save as provided in 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.

Notice of adjourned meeting not required

Voting rights

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares -

Entitlement to vote on show of hands and on poll

(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.

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

Voting through electronic means

75. (1) 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.

Vote of joint holders

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

Seniority of names

76. 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. If any member is a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

How members non compos mentis and minor may vote

77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

Votes in respect of shares of deceased or insolvent members, etc.

78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Business may proceed pending poll

79. 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 or in regard to which the Company has exercised any right of lien.

Restriction on voting rights

80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

Restriction on exercise of voting rights in other cases to be void

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Equal rights of Members

Proxy

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

Member may vote in person or otherwise

(2) 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, and in default the instrument of proxy shall not be treated as valid.

Proxies when to be deposited

83. An instrument appointing a proxy shall be in the form as prescribed in the Rules.

Form of proxy

84. 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:

Proxy to be valid notwithstanding death of the principal

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

85. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3(three) and shall not be more than 15 (fifteen).

Board of Directors

The Company may not remove a Nominee Director appointed under Article 122 before the expiry of his period of office.

86. (1) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. — Directors not liable to retire by rotation

(2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. — Same individual may be Chairperson and Managing Director/Chief Executive Officer

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

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting. — Remuneration to require members' consent

(3) 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- — Travelling and other expenses

(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.

88. 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 maybe, by such person and in such manner as the Board shall from time to time by resolution determine. — Execution of negotiable instruments

89. (1) Subject to the provisions of the Act, 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. — Appointment of additional Directors

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be — Duration of office of additional director

eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

Nominee Director

(3) [1]Notwithstanding anything to the contrary contained in these Articles, any financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or debenture holders or debenture trustee or any person (each such financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or debenture holders or debenture trustee or any person hereinafter referred to as "Financial Institutions") providing any financial assistance or borrowing or subscribing to debentures issued by the Company ("Facilities") to the Company shall be entitled to appoint, remove or replace from time to time, one or more nominee directors on the Board ("Nominee Directors") as per the terms of the relevant loan agreements/ facility agreements / debenture trust deeds / financing documents / agreement executed from time to time in relation to such Facilities ("Financing Documents") in case of the occurrence and subsistence of an event of default in accordance with the terms of the relevant Financing Documents and applicable laws. Such Nominee Directors appointed from time to time by such Financial Institutions shall have such rights and entitlements as may be contained in the relevant Financing Documents. The Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. Such Nominee Director may be removed from office at any time by the person in whom for the time being is vested the power under which he was appointed.

Subject to the provisions of the Companies Act, 2013 whenever the debenture trustee(s) nominate a person to be appointed as a director on the Board of the Company in exercise of its duties under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 read with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (together "SEBI Regulations"), as amended from time to time, the Board shall appoint such person as a Director.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of

[1] Inserted vide Special Resolution passed by the shareholders on October 3, 2024, through Postal Ballot and amended vide Special Resolution passed by the shareholders on March 20, 2025

the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The relevant Financial Institution shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the relevant Financial Institution and the same shall accordingly be paid by the Company directly to the relevant Financial Institution.

90. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

Appointment of alternate director

(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

Duration of office of alternate director

(3) If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

Re-appointment provisions applicable to Original Director

91. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

Appointment of director to fill a casual vacancy

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Duration of office of Director appointed to fill casual vacancy

Powers of Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise

General powers of the Company vested in Board

and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Proceedings of the Board

93. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. — When meeting to be convened

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. — Who may summon Board meeting

(3) The quorum for a Board meeting shall be as provided in the Act. — Quorum for Board meetings

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. — Participation at Board meetings

94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. — Questions at Board meeting how decided

(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. — Casting vote of Chairperson at Board meeting

95. 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 for summoning a general meeting of the Company, but for no other purpose. — Directors not to act when number falls below minimum

96. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. — Who to preside at meetings of the Board

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their member to be Chairperson of the meeting. — Directors to elect a Chairperson

97. (1) 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. — Delegation of powers

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

(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. — Participation at Committee meetings

98. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. — Chairperson of Committee

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting. — Who to preside at meetings of Committee

99. (1) A Committee may meet and adjourn as it thinks fit. — Committee to meet

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. — Questions at Committee meeting how decided

(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote. — Casting vote of Chairperson at Committee Meeting

100. 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 or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. — Acts of Board or Committee valid notwithstanding defect of appointment

101. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of 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. — Passing of resolution by circulation

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

102. (a) Subject to the provisions of the Act, A Chief Executive Officer, Manager, Company Secretary and Chief — Chief Executive Officer, etc.

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 and Chief Financial Officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more Chief Executive Officers for its multiple businesses.

(b) A director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

Director may be chief executive officer, etc.

Registers

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and at such place and in such manner and containing such particulars as prescribed by the Act and the Rules.

Statutory registers

The registers and copies of annual return shall be open for inspection during 10.00 a.m. to 12.00 noon on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

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

Foreign register

(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

The Seal

105. (a) The Board shall provide for the safe custody of the Seal.

The Seal, its custody and use

(b) 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 one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. Affixation of Seal

Dividends and Reserve

106. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. Company in general meeting may declare dividends

107. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. Interim dividends

108. (1) 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 applied 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. Dividends only to be paid out of profits

(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. Carry forward of profits

109. (1) 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. Division of profits

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. Payments in advance

(3) 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. — Dividends to be apportioned

110. (1) 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. — No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom

(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares. — Retention of dividends

111. (1) 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. — Dividend how remitted

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. — Instrument of Payment

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. — Discharge to Company

112. 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. — Receipt of one holder sufficient

113. No dividend shall bear interest against the Company. — No interest on Dividends

114. The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only — Waiver of dividends

if such document is signed by the member(or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

115. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. Inspection by Directors

(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. Restriction on inspection by members

Winding up

116. Subject to the applicable provisions of the Act and the Rules made thereunder - Winding up of Company

(a) 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.

(b) 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.

(c) 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 and Insurance

117. (a) Subject to the provisions of the Act, every Director, Managing Director, Whole-Time Director, Manager, Company Secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or Directors and officers right to indemnity Insurance

act or deed done by him in his capacity as such Director, Manager, Company Secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every Director, Managing Director, Manager, Company Secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

118. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carryout such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General power

[1]Articles 119 to 124 (IFC Provisions) and Articles 125 to 131 (SCPE Provisions)

1 Deleted vide Special Resolution passed by the shareholders at the 21st Annual General Meeting of the Company held on September 26, 2017.

Names, description, occupation and addresses of each subscribers	Signature of subscribers	Name, addresses, description, occupation and signature of witness or witnesses
Parvinder Singh S/o Bhai Mohan Singh 1-South End Lane New Delhi-110011 (Industrialist)	Sd/-	I hereby witness the signature of the subscribers. Sd/- Vinod Kumar Sharma S/o Sh. P.L. Sharma 29-G, Naoroji Nagar, New Delhi-110029 (Service)
Mool Raj Luthra S/o Sh. K.L. Luthra 91, Raja Garden, New Delhi-110015 (Service)	Sd/-	
Purnendu Kumar Sarangi S/o Late R. C. Sarangi M-115-A, Greater Kailash-I New Delhi-110048 (Service)	Sd/-	
Vinay Kumar Kaul Son of Late Shri M. N. Kaul W-120, Greater Kailash-I New Delhi-110048 (Service)	Sd/-	
Malvinder Mohan Singh S/o Dr. Parvinder Singh 1-South End Lane New Delhi-110011 (Service)	Sd/-	
Virender Mohan Bhutani S/o Sh. C.L. Bhutani C-6, Shivaji Enclave New Delhi-110027 (Business)	Sd/-	
Shivinder Mohan Singh S/o Dr. Parvinder Singh 1-South End Lane New Delhi-110011 (Student)	Sd/-	

Place : New Delhi Dated : 12th day of February, 1996

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CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE COMPANY THROUGH POSTAL BALLOT ON MARCH 20, 2025.

To consider Amendment in the Articles of Association of the Company.

"**RESOLVED THAT** in accordance with the provisions of Section 14 and other applicable provisions, if any, of the Companies Act, 2013, read with the rules and notifications issued thereunder and other applicable regulations and guidelines issued by the Securities and Exchange Board of India (including without limitation the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be applicable) and all other provisions of applicable laws, if any, (in each case, including any statutory modification or reenactment(s) thereof for the time being in force) and pursuant to the Memorandum and Articles of the Company and subject to such other approvals as may be required, if any, of the relevant statutory, regulatory, or government authorities, the consent of the Members be and is hereby accorded to alter/ amend the Articles of Association of the Company in the following manner:

(A) The following Article 89(3) be inserted after existing Article 89 (2):

89 (3). Nominee Directors

Notwithstanding anything to the contrary contained in these Articles, any financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or debenture holders or debenture trustee or any person (each such financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or debenture holders or debenture trustee or any person hereinafter referred to as "Financial Institutions") providing any financial assistance or borrowing or subscribing to debentures issued by the Company ("Facilities") to the Company shall be entitled to appoint, remove or replace from time to time, one or more nominee directors on the Board ("Nominee Directors") as per the terms of the relevant loan agreements/ facility agreements debenture trust deeds / financing documents / agreement executed from time to time in relation to such Facilities ("Financing Documents") in case of the occurrence and subsistence of an event of default in accordance with the terms of the relevant Financing Documents and applicable laws. Such Nominee Directors appointed from time to time by such Financial Institutions shall have such rights and entitlements as may be contained in the relevant Financing Documents. The Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. Such Nominee Director may be removed from office at any time by the person in whom for the time being is vested the power under which he was appointed.

Subject to the provisions of the Companies Act, 2013 whenever the debenture trustee(s) nominate a person to be appointed as a director on the Board of the Company in exercise of its duties under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 read with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (together "SEBI Regulations"), as amended from time to time, the Board shall appoint such person as a Director.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of the Committee of which the

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Nominee Director/s is/are member/s as also the minutes of such meetings. The relevant Financial Institution shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the relevant Financial Institution and the same shall accordingly be paid by the Company directly to the relevant Financial Institution.

RESOLVED FURTHER THAT the Board be and are hereby severally authorized, on behalf of the Company, to do and perform or cause to be done in relation to resolution above, all such acts, deeds, matters and things and to take all incidental and necessary steps or to do all such acts, and take all such steps as may be considered necessary or expedient to give effect to the aforesaid resolution and to do and perform or cause to be done all such acts, deeds, matters and things, as may be required or deemed necessary or incidental thereto, and to settle and finalise all issues, questions or difficulties that may arise in this regard, and delegate all or any of the powers herein conferred to any officer(s)/authority(ies)/person(s) of the Company, without further referring to the board of directors or Members of the Company, including without limitation, making such submissions and filings as may be required to seek the requisite approvals, consents and permissions as may be applicable, negotiating, finalizing, varying, modifying, amending, altering, revising, settling the terms and conditions, entering into and executing agreements (including amendments/ extensions/ termination thereof), writings, deeds and such other documents as may be deemed necessary, and any other ancillary and incidental agreements, letters, deeds, instruments, documents, declarations, undertaking, covenants and other papers as may be required or necessary in connection with the above resolution, at their own discretion and in the best interest of the Company and to delegate all or any of the powers or authorities herein conferred to any director(s) or official(s) of the Company, or to engage any advisor, consultant, agent, legal advisor or intermediary, as may be deemed incidental to give effect to this resolution, for and on behalf of the Company."

CERTIFIED TRUE COPY
For Fortis Healthcare Limited

Satyendra Chauhan
Company Secretary
M. No. A14783.
Address: C/O, B 3 – 201, R P S Savana, Sector 88,
Kheri Kalan(113), Faridabad, Haryana, 121002.

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CERTIFIED TRUE COPY OF EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 ANNEXED TO THE NOTICE OF POSTAL BALLOT OF THE COMPANY

Item No 3

Members may please note that Securities and Exchange Board of India had notified Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) (Amendment) Regulations, 2023 on February 2, 2023. As per the said amendment, the Company shall ensure that its Articles of Association enables its board of directors (**"Board"**) to appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of Regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board (**"Nominee Director"**), in case of event of default.

In order to make the Articles of Association of the Company comply with the above-mentioned requirements, the Articles of Association of the Company were previously amended to insert new clause 89(3) in relation to the appointment of Nominee Director. Article 89(3) is to be further amended to elucidate the specific right of the debenture trustee in view of the recent listed non-convertible debentures and to establish an obligation of board specifically to appoint a nominee director upon nomination by a debenture trustee only in the event of default. Accordingly, appropriate language on the obligation of the board in terms of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 has been added. Pursuant to Section 14 of the Companies Act, 2013, the consent of the Members of the Company by way of a Special Resolution is required for amending the Articles of Association of the Company. Accordingly, this matter has been placed before the Members for approval.

None of the Directors / Key Managerial Personnel of the Company / their relatives, are in any way, concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their respective shareholding, if any.

The Board recommends this resolution as set out in Item No. 3, as Special Resolution for approval by the Members.

CERTIFIED TRUE COPY
For Fortis Healthcare Limited

Satyendra Chauhan
Company Secretary
M. No. A14783.
Address: C/O, B 3 – 201, R P S Savana, Sector 88,
Kheri Kalan(113), Faridabad, Haryana, 121002.

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CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE COMPANY THROUGH POSTAL BALLOT ON OCTOBER 03, 2024.

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4. **TO CONSIDER AMENDMENT IN THE ARTICLES OF ASSOCIATION OF THE COMPANY**

"RESOLVED THAT in accordance with the provisions of Section 14 and other applicable provisions, if any, of the Companies Act, 2013, read with the rules and notifications issued thereunder and other applicable regulations and guidelines issued by the Securities and Exchange Board of India (including without limitation the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be applicable) and all other provisions of applicable laws, if any, (in each case, including any statutory modification or re-enactment(s) thereof for the time being in force) and pursuant to the Memorandum and Articles of the Company and subject to such other approvals as may be required, if any, of the relevant statutory, regulatory, or government authorities, the consent of the Members be and is hereby accorded to alter/ amend the Articles of Association of the Company in the following manner:

(A) The following Article 89(3) be inserted after existing Article 89 (2):

89 (3). Nominee Directors

Notwithstanding anything to the contrary contained in these Articles, any financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or debenture holders or any person (each such financing company or body corporate or a financing corporation or credit corporation or a bank or any insurance corporation or any person hereinafter referred to as "Financial Institutions") providing any financial assistance or borrowing or subscribing to debentures issued by the Company ("Facilities") to the Company shall be entitled to appoint, remove or replace from time to time, one more nominee directors on the Board ("Nominee Directors") as per the terms of the relevant loan agreements/ facility agreements / debenture trust deeds / financing documents / agreement executed from time to time in relation to such Facilities ("Financing Documents") in case of the occurrence and subsistence of an event of default in accordance with the terms of the relevant Financing Documents. Such Nominee Directors appointed from time to time by such Financial Institutions shall have such rights and entitlements as may be contained in the relevant Financing Documents. The Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. Such Nominee Director may be removed from office at any time by the person in whom for the time being is vested the power under which he was appointed.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The relevant Financial Institution shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the relevant Financial

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Institution and the same shall accordingly be paid by the Company directly to the relevant Financial Institution.

RESOLVED FURTHER THAT the Board be and are hereby severally authorized, on behalf of the Company, to do and perform or cause to be done in relation to resolution above, all such acts, deeds, matters and things and to take all incidental and necessary steps or to do all such acts, and take all such steps as may be considered necessary or expedient to give effect to the aforesaid resolution and to do and perform or cause to be done all such acts, deeds, matters and things, as may be required or deemed necessary or incidental thereto, and to settle and finalise all issues, questions or difficulties that may arise in this regard, and delegate all or any of the powers herein conferred to any officer(s)/authority(ies)/person(s) of the Company, without further referring to the board of directors or Members of the Company, including without limitation, making such submissions and filings as may be required to seek the requisite approvals, consents and permissions as may be applicable, negotiating, finalizing, varying, modifying, amending, altering, revising, settling the terms and conditions, entering into and executing agreements (including amendments/ extensions/ termination thereof), writings, deeds and such other documents as may be deemed necessary, and any other ancillary and incidental agreements, letters, deeds, instruments, documents, declarations, undertaking, covenants and other papers as may be required or necessary in connection with the above resolution, at their own discretion and in the best interest of the Company and to delegate all or any of the powers or authorities herein conferred to any director(s) or official(s) of the Company, or to engage any advisor, consultant, agent, legal advisor or intermediary, as may be deemed incidental to give effect to this resolution, for and on behalf of the Company.

CERTIFIED TRUE COPY
For Fortis Healthcare Limited

Satyendra Chauhan
Company Secretary
M. No. A14783.
Address: C/O, B 3 – 201, R P S Savana,
Sector 88, Kheri Kalan(113),
Faridabad, Haryana, 121002

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CERTIFIED TRUE COPY OF EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 ANNEXED TO THE NOTICE OF POSTAL BALLOT OF THE COMPANY

Item No 4

Members may please note that Securities and Exchange Board of India had notified Securities and ExchangeBoard of India (Issue and Listing of Non-Convertible Securities) (Amendment) Regulations, 2023 on February 2, 2023. As per the said amendment, the Company, raising Non-Convertible Debentures as mentioned above in the explanatory statement for Item No. 2 & 3, shall ensure that its Articles of Associationenables its Board of Directors to appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of Regulation 15 of the Securities and Exchange Board of India (Debenture Trustees)Regulations, 1993 as a director on its Board of Directors ("**Nominee Director**").

In order to make the Articles of Association of the Company comply with the above-mentioned requirements, it is proposed to insert new clause 89(3) in relation to the appointment of Nominee Director. The consent ofthe members of the Company by way of a Special Resolution is required for amending the Articles of Association of the Company. Accordingly, this matter has been placed before the members for approval.

None of the Directors / Key Managerial Personnel of the Company / their relatives, are in any way, concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their respective shareholding, if any.

The Board of Fortis Healthcare Limited recommends the Special Resolution set out in Item No. 4 in the accompanying Notice for approval by the Members.

CERTIFIED TRUE COPY
For Fortis Healthcare Limited

Satyendra Chauhan
Company Secretary
M. No. A14783.
Address: C/O, B 3 201, R P S Savana,
Sector 88, Kheri Kalan(113),
Faridabad, Haryana, 121002

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Ambulance : 105010
E-mail : contactus@fortishealthcare.com
Website : www.fortishealthcare.com

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF FORTIS HEALTHCARE LIMITED AT THE EXTRA-ORDINARY GENERAL MEETING HELD ON MONDAY, AUGUST 13, 2018 AT 1600 HOURS. AT AIR FORCE AUDITORIUM, SUBROTO PARK, DHAULA KUAN, NEW DELHI - 110010

RESOLVED THAT, pursuant to the provisions of Sections 13 and 61 and other applicable provisions of the Companies Act, 2013 and the rules issued thereunder (including any statutory modification or re-enactment thereof for the time being in force), approval of the members of the Company be and is hereby accorded to alter the Authorised Share Capital of the Company from Rs. 678,00,00,000 (Rupees Six Hundred Seventy Eight Crores) divided into 60,00,00,000 Equity Shares of Rs. 10 (Rupees Ten) each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 (Rupees One Lac) each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten) each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten) each to Rs. 928,00,00,000 divided into 85,00,00,000 Equity Shares of Rs. 10 each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 each."

"**RESOLVED FURTHER THAT** the existing Clause V of the Memorandum of Association of the Company be and is hereby altered and substituted with the following as new Clause V:

"The Authorised Share Capital of the Company is Rs. 928,00,00,000 divided into 85,00,00,000 Equity Shares of Rs. 10 each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 each."

"**RESOLVED FURTHER THAT** any of the Directors, Company Secretary, Chief Financial Officer or Chief Executive Officer be and are hereby severally authorized to sign, execute and file all such forms, papers and documents with the Registrar of Companies, and with other Statutory Authorities, as may be required and to do all such acts, deeds, things and matters including appointing attorney(s) or authorized representative(s), as may be considered necessary or expedient, to give effect to the aforesaid resolution.

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

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Website : www.fortishealthcare.com

The Board of Directors at its meeting held on July 13, 2018, subject to consent of the members of the Company, approved preferential issue of equity shares. Presently, the authorized share capital is Rs. 678,00,00,000 (Rupees Six Hundred Seventy Eight Crores) divided into 60,00,00,000 (Sixty Crores) Equity Shares of Rs. 10 (Rupees Ten) each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 (Rupees One Lac) each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten) each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten) each.

In order to issue the Shares to the Investor, it is necessary for the Company to increase its authorised share capital to Rs. 928,00,00,000 divided into 85,00,00,000 Equity Shares of Rs. 10 each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 each and consequently alter the existing Clause V of the Memorandum of Association of the Company and substituted the same with the following:

V. The Authorised Share Capital of the Company is Rs. 928,00,00,000 divided into 85,00,00,000 Equity Shares of Rs. 10 each, 200 Class 'A' Non-Cumulative Redeemable Preference Shares of Rs. 1,00,000 each, 1,14,98,846 Class 'B' Non-Cumulative Redeemable Preference Shares of Rs. 10 each and 6,45,01,154 Class 'C' Cumulative Redeemable Preference Shares of Rs. 10 each.

The draft Memorandum of Association and Article of Association is placed at the website of the Company at www.fortishealthcare.com and the same will be available for inspection as mentioned in notes to EGM Notice.

The Board of Directors of the Company by unanimous decision approved the proposal. Your Directors, therefore, recommend the resolution for your approval.

None of the Directors, Key Managerial Personnel or any of their relative, is in anyway, concerned or interested, financially or otherwise, in the above resolution, except to the extent of their respective shareholding in the Company.

Certified to be True
For **Fortis Healthcare Limited**

Rahul Ranjan
Company Secretary
M.No. 17035

Fortis Healthcare Limited
Support Office:
Tower A, Unitech Business Park,
Block - F, South City 1, Sector - 41,
Gurgaon, Haryana - 122001 (India)
Tel : 0124 492 1021
Fax : 0124 492 1041
Ambulance : 105010
E-mail : contactus@fortishealthcare.com
Website : www.fortishealthcare.com

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE 21st ANNUAL GENERAL MEETING OF FORTIS HEALTHCARE LIMITED HELD ON TUESDAY, SEPTEMBER 26, 2017 AT 12:00 NOON AT NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH MOHALI, SECTOR 67, SAS NAGAR, MOHALI, PUNJAB-160062

RESOLVED THAT in accordance with the provisions of Sections 5, 14 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") read with the Companies (Incorporation) Rules, 2014 (including any statutory modifications or re-enactment thereof, for the time being in force) and subject to all necessary approvals, consents, permissions and/or sanctions as may be necessary and subject to any such conditions and modifications as may be prescribed or imposed by any one or more of them while granting any such approvals, consents, permissions or sanctions agreed to, consent of the Members be and is hereby accorded for alteration of the Articles of Association of the Company by deleting Articles 119 to 124 on IFC Provisions and Articles 125 to 131 on SCPE Provisions.

RESOLVED FURTHER THAT the Board of Directors be and are hereby severally authorised to undertake all such acts, deeds, matters and things to finalize and execute all such deeds, documents and writings as may be deemed necessary, proper, desirable and expedient in its absolute discretion, to enable this resolution, and to settle any question, difficulty or doubt that may arise in this regard.

RESOLVED FURTHER THAT the Board of Directors be and are hereby severally authorised to delegate all or any of the powers conferred on it by or under this Resolution to any Committee of Directors of the Company or to any Director of the Company or any other officer(s) or employee(s) of the Company as it may consider appropriate in order to give effect to this Resolution.

EXPLANATORY STATEMENT (Pursuant to Section 102(1) of the Companies Act, 2013)

The Company had issued USD 30 Million Foreign Currency Convertible Bonds (FCCBs) through an Offering Circular listed on Singapore Stock Exchange in the year 2013. The same were held by Standard Chartered Private Equity (Mauritius) III Limited (SCPE) through their trustees DB Trustees (Hong Kong) Limited (the trustees). Further, the Company has also issued USD 55 Million FCCBs to International Finance Corporation (IFC) through FCCB Subscription Agreement in the same year.

Fortis Healthcare Limited
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During the year, the Company has received Conversion Notice(s) from the trustees/investors for conversion of their entire FCCBs into Equity Shares as per the agreed terms.

The existing Articles of Association ("AoA") of the Company include the provisions related to the allotment made to IFC and SCPE in the form of Equity Shares and FCCBs. Considering the fact that all FCCBs have been converted into Equity Shares and that IFC and SCPE have sold off their equity-holding in the open market, it is proposed to alter the Articles of Association of the Company by deleting the provisions pertaining to IFC (i.e. Articles 119 to 124) and SCPE (i.e. Articles 125 to 131).

The proposed new draft of AoA is being uploaded on the Company's website for perusal by the Members. The proposed new draft of AoA is also available for inspection at the Registered Office and/or Corporate Office of the Company on all working days, between 10.00 a.m. and 1200 noon up to the date of Annual General Meeting.

None of the Directors or Key Managerial Personnel of the Company or their relatives is/are, in any way, concerned or interested, financially or otherwise, in the proposed resolution except to the extent of their respective shareholding in the Company, if any.

The Board of Directors of the Company commends the resolution at Item No. 5 for your approval by way of a Special Resolution.

Certified to be True
For **Fortis Healthcare Limited**

Rahul Ranjan
Company Secretary

Fortis Healthcare Limited
Corporate Office:
Tower A, Unitech Business Park,
Block- F, South City 1, Sector-41,
Gurgaon, Haryana - 122 001 (India)
Tel : +91 124 4921 021
Fax : +91 124 4921 041
E-mail : secretarial@fortishealthcare.com
Website : www.fortishealthcare.com

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF FORTIS HEALTHCARE LIMITED BY THE WAY OF POSTAL BALLOT, EFFECTIVE FROM DECEMBER 29, 2014

ADOPTION OF NEW SET OF ARTICLES OF ASSOCIATION OF THE COMPANY

RESOLVED THAT in accordance with the provisions of Sections 5, 14 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") read with the Companies (Incorporation) Rules, 2014 (including any statutory modifications or re-enactment thereof, for the time being in force), the Articles of Association of the Company, Listing Agreement as entered into by the Company with the BSE Limited (BSE) and National Stock Exchange of India Limited (NSE) and subject to all necessary approvals, consents, permissions and/or sanctions as may be necessary and subject to any such conditions and modifications as may be prescribed or imposed by any one or more of them while granting any such approvals, consents, permissions or sanctions agreed to, by the Board of Directors of the Company, the draft regulations contained in the Articles of Association which are available for public inspection at the registered office of the Company and on the Company's website, be and are hereby approved and adopted in substitution and to the entire exclusion, of the regulations contained in the existing Articles of Association of the Company.

RESOLVED FURTHER THAT the Board of Directors be and are hereby severally authorised to undertake all such acts, deeds, matters and things to finalize and execute all such deeds, documents and writings as may be deemed necessary, proper, desirable and expedient in its absolute discretion, to enable this resolution, and to settle any question, difficulty or doubt that may arise in this regard.

RESOLVED FURTHER THAT the Board of Directors be and are hereby severally authorised to delegate all or any of the powers conferred on it by or under this Resolution to any Committee of Directors of the Company or to any Director of the Company or any other officer(s) or employee(s) of the Company as it may consider appropriate in order to give effect to this Resolution.

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

The existing Articles of Association ("AoA") of the Company are based on the Companies Act, 1956. Several regulations in the existing AoA contain references to specific sections of the Companies Act, 1956 and some regulations in the existing AoA

Fortis Healthcare Limited New Delhi

are no longer in conformity with the Companies Act, 2013 ("the Act"). The Act is now largely in force with Rules thereon.

Hence, with the new Companies Act, 2013 coming into force and considering most of the sections under the Companies Act, 2013 been notified by the Ministry of Corporate Affairs, it is considered expedient to replace existing AoA by adopting new set of AoA.

The new AoA to be substituted in place of the existing AoA are based on Table 'F' of the Act which sets out the model articles of association for a company limited by shares. The Members attention is invited to certain salient provisions in the new draft AoA of the Company viz:

(a) Existing definitions have been aligned with the Act;
(b) new provisions relating to appointment of Chief Executive Officer and Chief Financial officer, in addition to Manager and Company Secretary;
(c) new provisions relating to appointment of a person as Chairperson and Managing Director or Chief Executive Officer;
(d) existing articles have been streamlined and aligned with the Act;
(e) the statutory provisions of the Act which permit a company to do some acts "if so authorized by its articles" or provisions which require a company to do acts in a prescribed manner "unless the articles otherwise provide" have been specifically included;
(f) Provisions pertaining to International Finance Corporation and Standard Chartered Private Equity (Mauritius) III Limited (the PE Investors) remain same.

The proposed new draft AoA is being uploaded on the Company's website for perusal by the Members. The proposed new draft AoA is also available for inspection at the Registered Office of the Company on all working days, i.e. from Monday to Friday, between 10.00 a.m. and 12.00 noon up to the date of declaration of the result of Postal Ballot.

None of the Directors or Key Managerial Personnel of the Company or their relatives is/are, in any way, concerned or interested, financially or otherwise, in the proposed resolution except to the extent of their respective shareholding in the Company, if any.

The Board of Directors of the Company commends the resolution at Item No. 2 for your approval by way of a Special Resolution.

Certified to be true
For Fortis Healthcare Limited

Ranjan

Fortis Healthcare Limited
New Delhi

Rahul Ranjan
Company Secretary
ACS 17035

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION/MERGER
OF
COMPANY PETITION NO. 240/2005
CONNECTED WITH
COMPANY APPLICATION (M) NO. 101/2005
IN THE MATTER OF M/s Fortis Medical Centre Holdings Ltd.,
having its Regd. Office at
B-9, Maharani Bagh,
New Delhi-110065

Petitioner/Transferor Company

WITH
COMPANY PETITION NO. 241/2005
CONNECTED WITH
COMPANY APPLICATION (M) NO. 102/2005
IN THE MATTER OF M/s Fortis Health Care Ltd.,
having its Regd. Office at
B-9, Maharani Bagh,
New Delhi-110065

Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE A.K. SIKRI
DATED THIS 7TH DAY OF OCTOBER, 2005

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petitions coming up for hearing on 7/10/05 for sanction of scheme of amalgamation/merger proposed to be made of M/s Fortis Medical Centre Holdings Ltd. (hereinafter referred to as the Transferor Company) with M/s Fortis Health Care Ltd. (hereinafter referred to as the Transferee Company), upon reading the said petitions, the order dt. 27/5/05 whereby the requirement of convening the meeting of the secured creditors of the Transferor Company was dispensed with and the meeting of the shareholders and unsecured creditors of the Transferor Company and the meeting of shareholder, secured & unsecured creditors of the Transferee Company was ordered to be convened for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of amalgamation/merger; annexed to the affidavit of Sh. V. K. Kaul, Director of the petitioner companies filed on the 25th May, 2005 and the publication in the newspapers namely (1) Statesman (English) (2) Veer Arjun (Hindi) both dt. 17/6/05 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dt. 27/5/05, the affidavit of Mr. V. K. Kaul, Director of petitioner companies filed on 5/7/05 showing the publication and despatch of the notices convening the said meetings, the reports of the Chairpersons of the said meetings as to the result of the said meetings and upon hearing Sh. U.K. Chaudhary, Sr. Advocate with Ms. Ranjana Roy Gawai, Advocate for

the petitioner and Mr. R.D. Kashyap, Dy. Registrar of Companies in person and it appearing from the reports that the proposed scheme of amalgamation/merger has been approved unanimously without any modification by the said shareholders and unsecured creditors of the Transferor Company and shareholders, secured and unsecured creditors of the Transferee Company present and voting either in person or by proxy and upon reading the affidavit dated 6/10/05 of Sh. U.C. Nahta, Regional Director, Northern Region, Department of Company Affairs, Noida on behalf of Central Government whereby although no objection was raised, however, an observation was made in Para-IV of the reply stating that 1 creditor of the Transferor Company namely M/s Bostan Scientific International B.V.-India Branch has addressed a letter to M/s Fortis Healthcare Ltd. (Transferee Company) and copy endorsed to the Registrar of this Court, the Registrar of Companies and the Chairman appointed for convening the meetings of the creditors stating that it had objection to the proposed scheme. In this letter it is also stated that there is an outstanding balance of Rs. 71,41,401.57 paise payable by the Transferee Company to the said creditor. Counsel for the petitioner has submitted that it cannot be treated as objection inasmuch as to the provision of Section 391 of the Companies Act. It is only a person who is present and his voting that has to be counted for determining as to whether the scheme is approved by 75% creditors. That apart, even if it is presumed that this creditor was present in the meeting and voted against the scheme it is pointed out that total unsecured creditors of the Transferee Company are approximately to the tune of Rs. 8.12 crores. Out of this, secured creditors were approximately to the tune of Rs. 3.60 crores. The Boston Scientific International B.V. India's share is less than 8%. Out of these creditors, creditors worth approximately Rs. 3.60 crores were present and voted in favour of the scheme and even M/s Boston Scientific International B.V. voted against the scheme, the scheme could still be passed by more than 75% of the creditors and in regard to these facts, the Court was of the opinion that the objection of M/s Boston Scientific International B.V. contain in its letter dated 4th July, 2005 shall be of no avail and the report of Sh. Alok Samantarai, Official Liquidator filed on 7/10/05 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or creditors or to public interest; and there being no investigation proceedings pending in relation to the petitioner companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION/ MERGER set forth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor and Transferee Companies and all concerned and doth approve the said scheme of amalgamation/ merger with effect from the appointed date i.e. 1.4.2004.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act 1956 be transferred to and vest in the Transferee Company for all the

estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and

4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause 14 (a) given in the scheme of amalgamation/merger herein the shares in the Transferee Company to which they are entitled under the said amalgamation/ merger; and

5. That the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without the process of winding up and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEME OF AMALGAMATION/MERGER
(UNDER SECTION 391 AND 394 OF THE COMPANIES ACT, 1956)

OF

FORTIS MEDICAL CENTRE HOLDINGS LIMITED

WITH

FORTIS HEALTHCARE LIMITED

PART I
PRELIMINARY

1. **DEFINITION**

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

(A) 'The Act' means the Companies Act, 1956.

(B) "Appointed Date" or "Transfer Date," means, the commencement of business as on the 1st Day of April 2004.

(C) "Effective Date" means the day on which the last of the sanctions, and permissions specified in the Scheme shall have been obtained and a certified copy of the order of the Hon'ble High Court of Delhi at New Delhi made under section 391/392 and/or 394 of the Companies Act, 1956, have been filed with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi.

(D) 'Transferor Company' shall mean Fortis Medical Centre Holdings Limited, a Company incorporated under the Companies Act, 1956 (hereinafter referred to as "the Act") on February 14, 2003 as Public Limited Company, (hereinafter referred to as the "Transferor Company") with limited liability and a Certificate of Incorporation was issued by the Registrar of the Companies Delhi & Haryana at New Delhi. A Certificate for Commencement of Business was issued on February 27, 2003 by the Registrar of the Companies Delhi & Haryana at New Delhi. Its registered office is situated at B-9, Maharani Bagh, New Delhi - 110 065.

The Transferor Company is a Board Controlled subsidiary of Fortis Healthcare Limited, the Transferee Company.

(E) Transferee Company shall mean Fortis Healthcare Limited; a Company incorporated under the Act on February 28, 1996 as Rancare Limited with limited liability and a Certificate of Incorporation was issued by the Registrar of the Companies, Delhi & Haryana at New Delhi. It changed its name to Fortis Healthcare Limited; a Company with limited liability and a fresh certificate of incorporation dated June 20, 1996 was issued consequent on change of name. A Certificate for Commencement of Business was issued on July 1, 1996 by the Registrar of the Companies Delhi & Haryana at New Delhi. Its registered office is situated at B - 9, Maharani Bagh, New Delhi - 110 065.

(F) "The Scheme" means this Scheme of Amalgamation/ Merger of Fortis Medical Centre Holdings Limited with Fortis Healthcare Limited, as approved by the Board of Directors of the Transferor Company and the Transferee Company, subject to such modifications as the Hon'ble High Court of Delhi at New Delhi may impose and the Transferor Company and Transferee Company may accept.

FINANCIAL AND CAPITAL STRUCTURE

2. The financial structure and capital structure of the Transferor Company and Transferee Company as per audited Balance Sheet dated March 31, 2004 is as given below:

2.1 Authorised Share Capital of the Transferor Company as on March 31, 2004 as per audited Balance Sheet, is Rs.2,50,00,000 (Rupees Two Crore Fifty Lacs) divided into 25,00,000 (Twenty Five Lacs) equity shares of Rs.10/- each and the issued, subscribed and paid up capital is Rs.2,08,00,000 (Rupees Two Crores Eight lacs) divided into 20,80,000 (Twenty Lacs Eighty Thousand) equity shares of Rs.10/- each.

2.2 Authorised Share Capital of the Transferee Company as on 31.03.2004 as per the audited Balance Sheet is Rs. 77,50,00,000/- (Rupees Seventy Seven Crore Fifty Lac), divided into 7,75,00,000 (Rupees Seven Crore Seventy Five Lac) equity shares of Rs.10/- each. The issued, subscribed and paid up capital of the Transferee Company is Rs.74,90,49,000/- (Rupees Seventy Four Crore Ninety Lacs and Forty Nine Thousand) divided into 7,49,04,900 (Rupees Seven Crore Forty Nine Lacs Four Thousand Nine Hundred) equity shares of Rs.10/- each.

However, the Authorised Capital has increased in the year 2004-05 to Rs. 89,00,00,000 (Rupees Eighty Nine Crore) divided into 8,70,00,000 (Eight Crore Seventy Lac) Equity Shares of Rs. 10/- each and 200 Non Cumulative Redeemable Preference Shares of Rs. 1,00,000 (One Lac) each. Further the paid up capital has increased in the year 2004-05 by way of further of allotment amounting to Rs. 9,22,95,000/- (Nine Crore Twenty Two Lac Ninety Five Thousand) divided into 92,29,500 (Ninety Two Lac Twenty Nine Thousand Five Hundred) equity shares of Rs. 10/- each. Thus, the total paid-up Capital as on date is Rs. 84,13,44,000/- (Eighty Four Crore Thirteen Lac Forty Four Thousand) divided in Rs. 8,41,34,400/- (Eight Crore Forty One Lac Thirty Four Thousand Four Hundred) equity shares of Rs. 10/- each.

2.3 The Transferor Company is a Company incorporated under the Companies Act, 1956 as a public company with limited liability. In terms of clause IV of the Memorandum and Articles of Association of the Transferor Company, the liability of the members is limited.

3. **BENEFITS OF THE SCHEME**

The benefits of the scheme interalia will be:

3.1 The amalgamation/merger will enable the companies to pool their financial, managerial and technical and other resources. In particular with the major schemes of modernization, expansion and capital expenditure therefor, it will be necessary that the financial resources be pooled together, as the magnitude of the investments contemplated will be better met by the companies merged together and considerable synergy of operations will be achieved.

3.2 With the enhanced capabilities and resources at its disposal, the amalgamated Company will have greater flexibility to meet customer needs, and will be able to compete more effectively thus further strengthening its market position and provide business in the related field of medical.

3.3 The amalgamated Company will be able to source and absorb new technology and its capacity to spend on research and development will get enhanced.

3.4 Amalgamated Company will have enhanced financial and growth prospects for the people and organisation connected with the Company, and will be in public interest to provide integrated medical services and research activities in the medical field.

3.5 It would be advantageous to combine the activities of the companies involved in the amalgamation merger into a single Company. The amalgamation should provide synergistic linkages, besides economies in costs by combining the total business functions and the related activities and thus contribute to the profitability of the amalgamated Company.

3.6 It will be conducive for better and more efficient and economical control and business and financial conduct of the companies.

3.7 The amalgamation/merger of the group companies will save overhead costs and multiple managements resulting into substantial savings in fixed costs.

PART II
AMALGAMATION/MERGER OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY

4.1 With effect from the Appointed Date, and upon the receipt of relevant approvals and subject to the provisions of this Scheme in relation to the mode of transfer and vesting, the undertaking and the entire business and all the properties, tangible and intangible assets including trade marks, patents, designs, copy rights, investments, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts together with all non-complete covenants, engagements, arrangements, rights, titles, interests, benefits, tax incentives & exemptions, grants and advantages of whatsoever nature including pending projects wheresoever situated belonging to and/or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to, all patents, designs, trade marks, trade names,

copyrights, and other intellectual and industrial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, concessions in terms of duties, taxes, subsidies, incentives, as may be available to the Transferor Company or in relation to any movable or immovable assets of the Transferor Company and including easements, advantages, benefits, including any benefits, rights, grants and exemptions granted under any law, or other enactment, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telex, facsimile connections, bank and cash balances and installations, utilities, electricity and other services, reserves and security deposits, refunds, outstanding balances, stocks investments provisions, funds, benefits of all agreements and all other interests including those arising to the Transferor Company (hereinafter collectively referred to as 'the said undertaking or assets') shall be transferred to and vest in and/or deemed to be transferred and vested in the Transferee Company by virtue of amalgamation merger and all books of accounts and documents and records relating thereto, all of which shall without further act or deed be transferred to or vest in the Transferee Company pursuant to the provisions of section 394 (2) of the said Act w.e.f. Transfer Date so as to become the assets and properties of the Transferee Company but subject to all charges, if any, affecting the same.

4.2 The transfer/vesting as aforesaid shall be subject to the existing charges/ hypothecation/ mortgage (if any as may be subsisting) over or in respect of the said assets or any part thereof provided however any reference in any security document or arrangement to which the Transferor Company is a party, to the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance, or obligations, to the secured creditors of the Transferor Company shall be construed as references only to the assets pertaining to the undertaking of the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid clause to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to any of the assets or to any of the other units or divisions of the Transferee Company unless otherwise expressly provided.

Provided that on such transfer/ vesting of the property of the Transferor Company to the Transferee Company, it is expressly provided that any reference in any security document or arrangement to which the Transferee Company is a party, to the assets of the Transferee Company, offered or agreed to be offered as security for any financial assistance or guarantee whether for its own benefit or for the benefit of any other person, to the secured or other creditors of the Transferor Company, or the secured or unsecured creditors of any other party to which the Transferee Company offers its assets as security, shall be construed as reference only to the assets pertaining to the undertaking of the Transferee Company to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to the assets of the Transferor Company as are vested in the Transferee Company by virtue of this scheme.

4.3 It is expressly provided that in respect of such of the said assets as are movable and immovable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be deemed to be so transferred by the Transferor Company, and shall become the property of the Transferee Company, in pursuance of the provisions of section 394 (2) of the Act as an integral part of the undertaking, of the Transferee Company.

4.4 In respect of such of the said assets other than those referred to in sub-para 4.2 above, the same shall without any further act, instrument or deed, be transferred to and vest in and/or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of the Section 394 (2) of the Act.

4.5 Transferee Company may at any time after the date of coming into effect of this scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation, in favour of the secured creditors of the Transferor Company or in favour of any other party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company as is to be carried out or performed.

5. Subject to the provisions of this scheme, all debts, liabilities, duties and obligations, including Income Tax liabilities if any including past or future, of the Transferor Company (hereinafter referred to as the said liabilities) shall stand transferred or be deemed to be transferred, without any further act, instrument

or deed to the Transferee Company pursuant to, the provisions of Section 394 (2) of the said Act so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

6. With effect from the Appointed Date and upto the date on which this scheme finally takes effect (viz. the Effective Date):-

6.1 The Transferor Company shall carry on and be deemed to have carried on all its business activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the said assets for and on behalf and on account of and in trust for the Transferee Company and further:

A. The Transferor Company shall not without the consent of the Transferee Company declare any dividend for the financial year commencing from 1st day of April, 2004 and subsequent financial years during which the Scheme has not become effective.

B. The Transferee Company shall, while declaring dividends (including interim dividend) if any, on its equity shares for the financial year commencing 1st day of April, 2004 and subsequent financial years keep a provision for dividend at the same rate in respect of equity shares to be allotted under the present Scheme and such dividend on such equity shares shall be deemed to be declared and payable if and when the Scheme become effective.

C. Subject to the provisions of the Scheme becoming effective the profits of the Transferor Company for the period beginning from 1st day of April, 2004 shall belong to and be the profits, of the Transferee Company and will be available to the Transferee company for being disposed off in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of the financial year ending 31st March, 2005 or any year thereafter.

D. The Transferor Company shall not issue or allot any rights shares or bonus shares out of its authorised or unissued share capital; except in case where prior to the filing of this Scheme such shares have already been issued, to meet any provision or obligation imposed under the law, as may be applicable in the context, and no major change in the capital structure or its holding is made in the Transferor Company.

6.2 All the profits or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be.

6.3 The Transferor Company shall carry on its business activities with reasonable diligence, prudence and shall not alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof, except in the ordinary course of business, without the prior consent of the Transferee Company unless it is pursuant to any pre-existing obligation undertaken by the Transferor Company, prior to the Appointed Date.

6.4 It is clarified that all Income Tax (which term shall also be deemed to include withholding taxes) payable or paid by the Transferor Company in relation to any period commencing from the Appointed Date, as well as all or any refunds and claims relating to income taxes shall, for all purposes, be treated as the tax liabilities, tax payments or tax refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferor Company and the Transferee Company are expressly permitted, to the extent considered necessary, to revise their income tax returns, tax withholding returns or any other tax filings and to claim all refunds, advance tax credits, tax payment credits and withholding tax credits pursuant to the provisions of this Scheme.

6.5 All commercial/financial transactions between the Transferor Company and Transferee Company up to the effective date, shall be included in the turnover of the respective companies and shall be assessed to tax accordingly. Notwithstanding the scheme become operative from the Appointed Date, the Transferor Company and Transferee Company shall continue to be responsible for all tax liabilities, duties or obligations in respect of any or all transactions done by them from the Appointed Date until the Effective Date under the Tax statutes as applicable and the aforesaid companies shall continue to be treated as separate entities.

7. Upon the Scheme becoming effective, if any suit, appeal or other proceedings of whatever nature (hereinafter called "proceedings") by or against the Transferor Company be pending, the same shall not

abate or discontinued or be in any way prejudicially affected on the amalgamation of the Transferor Company under the Scheme and the same will be continued, prosecuted or enforced by or against the Transferee Company in the same manner and to the same extent as if the Scheme had not been made. Any proceedings taken after the Effective Date for any other matter or cause of action concerning the Transferor Company before the Effective date shall also be taken by or against the Transferee Company.

8. Subject to the provisions of this scheme all contracts, licenses, permissions, tax exemption, entitlements deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall become fully enforceable and effective against, or in favour of the Transferee Company as the case may be and may be availed of or enforced as fully and effectual as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or novations to which the Transferor Company will, if necessary also be a party in order to give formal effect to the provisions of this clause, if so required and necessary.

9. The transfer of all the assets and the liabilities of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the assets or the liabilities already concluded by the Transferor Company on or after the Appointed Date.

10(a) All the staff, workmen and employees of the Transferor Company in employment on the date immediately preceding the date on which this scheme finally takes effect i.e. the Effective Date, shall become the employees of the Transferee Company on such date without any break or discontinuity in service and on the conditions not less favourable than those subsisting with reference to the Transferor Company on the said date.

10(b) It is expressly provided that so far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund if created or existing for the benefit of the employees of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall, stand substituted for the Transferor Company for all purposes whatsoever, in relation to the administration or operation of such schemes or funds or in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes, or Funds as per the terms provided in the respective trust deeds. It is to this end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid funds or provisions.

11. Upon the sanction of the Scheme all assets and liabilities of the Transferor Company shall be incorporated in the books of the Transferee Company on the basis of the values recorded in the books of accounts of the Transferor Company as on the Appointed Date. In the case of the fixed assets of the Transferor Company the gross fixed assets and related accumulated depreciation shall be accounted for in the books of the Transferee Company on the Appointed Date. The balance of profit & loss account in the books of the Transferor Company shall stand transferred to the Transferee Company and form part of profit & loss account of the Transferee Company. The investments in the share capital of Transferor Company appearing in the books of accounts of Transferee Company will stand cancelled.

It is however specifically provided that the excess of the net assets (after deduction of liabilities), if any, of the Transferor Company as appearing in the books of the Transferor Company and taken over/assumed by the Transferee Company as above shall be credited to an account styled as "Amalgamation form part of the net worth of the Transferee Company".

12. Upon the scheme finally coming into effect, the Transferor Company shall be dissolved without winding up as the Court may determine under the provisions of law as applicable.

13. The scheme of amalgamation does not envisage any reduction of capital. The scheme of amalgamation is built on the economic justification that it will enable Transferee Company to leverage synergies, strengths and financial resources of all entities post amalgamation and consequently enable it to secure operational efficiencies by improved management of costs and resources. The Transferee Company will

thus have access to augmented financial resource base post amalgamation of Transferor Company, which is its subsidiary.

14(a) In consideration of the transfer and vesting of the said Undertaking, Assets and the said Liabilities of the Transferor Company, and in consideration of the mutual covenants agreed to in this Scheme, Transferee Company will allot one equity shares of transferee Company of Rs.10/- each in exchange of every four Equity Share of Transferor Company of Rs.10/- each, to the existing shareholders of the Transferor Company in the ratio of 1:4 as per the valuation report dated December 20, 2004 given by M/s M. S. Sekhon & Co., a firm of Chartered Accountants.

14(b) In terms of Clause 14(a) of the said Scheme, after amalgamation, the members of the Transferor Company holding equity shares in the respective Transferor Company, shall, on such date as the Board of Directors of the Transferee Company may determine, receive in respect of all the fully paid equity shares held by it, one equity shares of Transferee Company in exchange of every four equity shares of Transferor Company Rs.10/- each.

The aforesaid ratio of 1:4 in case of the Transferee and Transferor companies has been determined by, M/s M. S. Sekhon & Co., a reputed firm of Chartered Accountants.

14(c) The Transferee Company before allotment of Equity Shares in terms of this Scheme will suitably increase the authorised capital by the creation of such additional number of Equity Shares of Rs. 10/-each as may be necessary to meet its obligations under the Scheme and the provisions of the Act

15. If at any time between the Transfer Date and the Effective Date, the Transferee Company shall capitalize profits by way of a bonus issue of Equity Shares to its members, the number of shares to be allotted by the Transferee Company to each member of all and each of the Transferor Company, shall be such number of shares as arrived at by multiplying the number of shares to which such a member shall but for the provisions of this clause become entitled, by a fraction, the numerator of which shall be the total number of Equity Shares of the Transferee Company consisting its subscribed Equity Share capital immediately after the allotment of such bonus shares and the denominator of which shall be total number of Equity Share of the Transferee Company constituting its subscribed Equity Share Capital immediately before the allotment of such bonus shares.

16. The Transferor Company shall with all reasonable dispatch, make application/petition under section 391 and 394 and other applicable provisions of the said Act to the Hon'ble High Court of Delhi having the jurisdiction in the matter for sanctioning of this scheme and for the dissolution of the Transferor Company without winding up under the provisions of law.

17. The Transferee Company shall also with all reasonable dispatch make application/petition under sections 391 and 394 and other applicable provisions of the said Act to the Hon'ble High Court of Delhi for sanctioning of this scheme under the provisions of Law.

18. The Transferee Company (by its directors or any person authorised in this behalf) and the Transferor Company (by its directors or any person authorised in this behalf), may assent from time to time on behalf of all persons concerned to any modification or amendments of this scheme or of any of the conditions or limitations which the Hon'ble High court and/or any other authorities under law may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out the scheme and to do and execute all acts, deeds, matters and things necessary for putting the scheme into effect.

19. This scheme is specifically conditional upon and subject to:

(a) The sanction or approval under any law or of the Central Government or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which sanction or approval is required.

(b) The approval of and agreement to the scheme by the requisite majorities of such classes of persons of the Transferee Company, and the Transferor Company, as may be directed by the Hon'ble High Court of Delhi at New Delhi, on applications made for directions under section 391 of the said act for calling meetings and necessary resolutions being passed under the Act for the purpose unless otherwise ordered by the Hon'ble High Court.

(c) The requisite resolutions under the applicable provisions of the Act have been passed by the shareholders of the Transferee Company and the Transferor Company, under the applicable provisions of the Act, for any of the matters provided for or relating to the scheme as may be required or necessary and no further approval of the shareholders will be necessary, unless otherwise ordered by the Hon'ble High Court.

(d) The sanction of the Hon'ble High Court of Delhi, being obtained under section 391 and 394 and other applicable provisions of the said Act if so required on behalf of the Transferee Company and the Transferor Company.

20. In the event of any of the sanctions and approvals referred to in the preceding clauses above not being obtained and/or the scheme not being sanctioned by the Hon'ble High Court and/or the order or orders not being passed as aforesaid, then the Board of Directors of any of the said companies are hereby severally empowered and authorised to apply for withdrawal of the scheme of amalgamation which shall immediately thereupon stand revoked, canceled and be of no effect, 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 as is specifically provided in the scheme or as may otherwise arise in law.

21. All costs charges and expenses of the Transferee Company and the Transferor Company in relation to or in connection with the Scheme and incidental to the completion thereto, in pursuance of this scheme shall be borne and paid by the Transferee Company.

For **Fortis Medical Centre Holdings Limited** For **Fortis Healthcare Limited**

New Delhi Sd/- Sd/-
(Director) (Director)

Schedule of properties of Fortis Medical Centre Holdings Limited, Transferor Company to be transferred to and vested in Fortis Healthcare Limited, Transferee Company.

PART-I (Description of Freehold Properties)

There is no free hold property owned by the Transferor Company.

PART-II (Description of Leasehold Properties)

The Transferor Company has taken Land and Building located at Nagpal Towers, S.C.O. No. 128, District Shopping Centre, Ranjit Avenue, Amritser, Punjab measuring area of 544.50 sq. yds., on lease.

PART-III (Description of Shares, Stocks, Debentures and Charges on Properties of the Company

There is no investment made by the Company in shares, stocks, debentures and assets of the Company are free from charges.

Dated this the 7th day of October, 2005 Sd/-
(By order of the Court) Joint Registrar (Co.)