

**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION**



प्रारूप० आई० आर०

Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०.....का से०.....

No. 08/.....27229.....of 200..0.....

मैं एतद्वारा प्रमाणित करता हू कि आज.....

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

I hereby certify that.....**NET LOGISTICS PRIVATE LIMITED**.....

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

मैं हस्ताक्षर से आज ता०.....को दिया गया ।

Given under my hand at BANGALORE this**SEVENTH**.....
day of**JUNE**.....Two Thousand.....



(**B. M. ANAND**).
कम्पनियों का रजिस्ट्रार

कर्नाटक, बेंगलूर

Registrar of Companies

KARNATAKA, BANGALORE

Received
original
7.6.2000.



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटका

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)
उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U85100KA2000PTC027229

मैसर्स NET LOGISTICS PRIVATE LIMITED

के अंशधारकों ने दिनांक 15/10/2012 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

बेंगलूर में यह प्रमाण-पत्र, आज दिनांक इक्कीस नवम्बर दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : U85100KA2000PTC027229

The share holders of M/s NET LOGISTICS PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 15/10/2012 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Bangalore this Twenty First day of November Two Thousand Twelve.

Validity: unknown
Digitally signed by the Registrar of Companies, Karnataka
Date: 2012.11.21 17:51:53
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार, करनाटका

*Note: The corresponding form has been approved by K GEETHA MAHALAKSHMI, Assistant 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:

NET LOGISTICS PRIVATE LIMITED

#45/A, 4th Floor, 'B' Block, Green Arch Building, 1st, Main, Sarakki Industrial Layout, J. P

Nagar, 3rd Phase,

Bangalore - 560078,

Karnataka, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटका

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)
उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U74900KA2000PTC027229

मैसर्स Medi Assist Healthcare Services Private Limited

के अंशधारकों ने दिनांक 18/02/2013 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

बेंगलूर में यह प्रमाण-पत्र, आज दिनांक तेरह मार्च दो हजार तेरह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : U74900KA2000PTC027229

The share holders of M/s Medi Assist Healthcare Services Private Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 18/02/2013 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Bangalore this Thirteenth day of March Two Thousand Thirteen.

Validity unknown
Digitally signed by Registrar of Companies
Karnataka
Date: 2013.03.16 16:24:26
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार , करनाटका

*Note: The corresponding form has been approved by SATYAJIT ROUL, Assistant 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:

Medi Assist Healthcare Services Private Limited
#45/A, 4th Floor, 'B' Block, Green Arch Building, 1st, Main, Sarakki Industrial Layout, J. P
Nagar, 3rd Phase,
Bangalore - 560078,
Karnataka, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटक

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)
उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U63023KA2000PTC027229

मैसर्स NET LOGISTICS PRIVATE LIMITED

के अंशधारकों ने दिनांक 21/07/2011 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

बेंगलूर में यह प्रमाण-पत्र, आज दिनांक पच्चीस जुलाई दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : U63023KA2000PTC027229

The share holders of M/s NET LOGISTICS PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 21/07/2011 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Bangalore this Twenty Fifth day of July Two Thousand Eleven.

Validity-unknown
Digitally signed by
Registrar of Companies
Date: 2011.07.25 09:36:32
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार, करनाटक

*Note: The corresponding form has been approved by A SEHAR PONRAJ, 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:

NET LOGISTICS PRIVATE LIMITED
41, 16th Main, 2nd Cross, 2nd Stage,, 1st Phase, BTM Layout,
Bangalore - 560076,
Karnataka, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटका

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U85100KA2000PTC027229

मैसर्स NET LOGISTICS PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
NET LOGISTICS PRIVATE LIMITED

जो मूल रूप में दिनांक सात जून दो हजार को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
NET LOGISTICS PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप 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 24.6.1985 एस्. आर्. एन B60482049 दिनांक 21/11/2012 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
Medi Assist Healthcare Services Private Limited

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

यह प्रमाण-पत्र बेंगलूर में आज दिनांक इक्कीस नवम्बर दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U85100KA2000PTC027229

In the matter of M/s NET LOGISTICS PRIVATE LIMITED

I hereby certify that NET LOGISTICS PRIVATE LIMITED which was originally incorporated on Seventh day of June Two Thousand under the Companies Act, 1956 (No. 1 of 1956) as NET LOGISTICS PRIVATE 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 B60482049 dated 21/11/2012 the name of the said company is this day changed to Medi Assist Healthcare Services Private Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Bangalore this Twenty First day of November Two Thousand Twelve.

Validity: unknown
Digitally signed by K Geetha
Mahalakshmi, O=Registrar of Companies,
Date: 2012.11.21 17:57:50
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार, करनाटका

*Note: The corresponding form has been approved by K GEETHA MAHALAKSHMI, Assistant 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:

Medi Assist Healthcare Services Private Limited
#45/A,4th Floor,'B' Block,Green Arch Building,1st, Main,Sarakki Industrial Layout,J. P
Nagar,3rdPhase,
Bangalore - 560078,
Karnataka, INDIA



Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Bangalore
E' Wing, 2nd Floor Kendriya Sadana, Bangalore, Karnataka, India, 560034

Corporate Identity Number: U74900KA2000PLC027229

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF MEDI ASSIST HEALTHCARE SERVICES PRIVATE LIMITED

I hereby certify that MEDI ASSIST HEALTHCARE SERVICES PRIVATE LIMITED which was originally incorporated on Seventh day of June Two thousand under the Companies Act, 1956 as MEDI ASSIST HEALTHCARE SERVICES LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Bangalore vide SRN G79107041 dated 20.03.2018 the name of the said company is this day changed to MEDI ASSIST HEALTHCARE SERVICES LIMITED.

Given under my hand at Bangalore this Twentieth day of March Two thousand eighteen.



M JAYAKUMAR

Registrar of Companies
Registrar of Companies

RoC - Bangalore

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

MEDI ASSIST HEALTHCARE SERVICES LIMITED
Tower D, 4th Floor, IBC Knowledge Park,, 4/1 Bannerghatta Road,,
Bangalore, Bangalore, Karnataka, India, 560029



BT

MEMORANDUM OF ASSOCIATION

OF

MEDI ASSIST HEALTHCARE SERVICES LIMITED

(Formerly known as Medi Assist Healthcare Services Private Limited)

- I. ¹The name of the Company is "Medi Assist Healthcare Services Limited".
- II. The Registered office of the Company will be situated in the State of Karnataka.
- III. (A)THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:
 1. ²To run, own, manage, and administer, diagnostic centers, scan centers, nursing homes, hospitals, clinics, dispensaries, maternity homes and child welfare, pathological testing laboratories, diagnostic imaging clinics in India and abroad. To carry on the business of Health Plan administration, Health benefit administration, Pharmacy benefits administration, Disease Management and drug distribution whether in India or abroad and to carry on the business as manufacturers, designers, repairers, buyers, sellers, resellers, importers, exporters, dealers, distributors, agents and marketers of materials, accessories, spares, tools, equipments and chemicals required in laboratories, pharmaceutical, diagnostic centers and other industries and research institutions. To manufacture, design, construct, prepare, fabricate, install, equip, maintain, run, repair, hire, to let on hire, buy, sale, resale, import, export and to act as dealer, distributors, agents and maker of all kinds of laboratory, industrial and non industrial instruments, equipments and its accessories including those required for testing, sell, controlling, production and for any other activity.
 2. To act as consultant and advisers providing technical know- how, technical services and allied service for the establishment, operation and improvement of hospitals, clinics, medicals Institutions, medical centers, diagnostic centers and laboratories in India and abroad and to act as advisers, consultants and/or intermediaries for providing support services relating to health Insurance, by setting up help desks at hospitals or by any other mode for helping individuals, Companies, Firms, or any organizations for faster claim settlements, educating them with the process of Insurance claims, resolving their grievances and/or queries and such other support services as may be required by them.
 3. ³Deleted
 4. Deleted

¹ a. The name of the Company was amended from Net logistics Private Limited to Medi Assist Healthcare Services Private Limited vide special resolution passed at the Extra Ordinary General Meeting of the shareholders of the Company held on October 15, 2012.

b. The name of the Company was amended from Medi Assist Healthcare Services Private Limited to Medi Assist Healthcare Services Limited vide special resolution passed at the Extra Ordinary General Meeting of the shareholders of the Company held on February 27, 2018.

² Clauses 1 and 2 have been inserted vide special resolution passed at the Extra Ordinary General Meeting of the shareholders of the Company held on October 15, 2012.

³ Clauses 3 & 4 have been deleted vide special resolution passed at the Extra Ordinary General Meeting of the Shareholders of the Company held on February 18, 2013.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CALUSE III (A):

1. To manufacture, buy, sell, export, import and deal in computers, hardware, software, electronic items and to render computer related services of all kinds.
2. To act as consultants in the field of software development and application in all its" branches.
3. To act as intermediaries in the fields of transfer of technology, educational programs, courses, syllabus, educational aids and material in any medium, professional training, dissemination of knowledge and information in all its forms between organisation, Indian and International.
4. To set up training centres / institutes in the field of computer software, hardware and allied technologies.
5. To design, manufacture, produce, process, develop, re-condition, alter, repair, improve, fabricate, buy deal in, import, export or consult for plants, machineries, sub assemblies, machines, parts, tools, jigs, gauges, instruments, appliances, components, controlling and communication equipments, computers of all kinds, information systems, data processing equipments, peripheral equipments such as printers, tape -drives, etc., integrated circuits, miniature circuits, accessories finished and semi-finished electronics and engineering products for software, hardware, industrial, agricultural or domestic use.
6. To acquire from any person, firm or body corporate incorporated whether in India or elsewhere, technical information, know-how, process engineering, manufacturing and operating data, plans, layouts and blue prints useful for the design, erection and operation of equipments and systems required for any business of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.
7. To acquire and undertake all or any part of the business property and liabilities of any person, firm or association of persons or Company carrying on or proposing to carry on business which the Company is authorized to carry on.
8. To promote any Company or companies having similar objects for the purpose of acquiring all or any of property, right and liabilities of the Company.
9. To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, or for limiting competition with any individual, person or Company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on.
10. To purchase, acquire or undertake or take over the whole or any part of the business, profession, goodwill, property, contracts, agreements, rights, privileges, effects and liabilities of any person, firm or Company carrying on or proposing to carry on or passing to carry on business, profession or activity which the Company is authorised to carry on or a Company possessed of property or rights suitable for the purpose of the Company and upon such terms and subject to such stipulations and conditions and at or for such price or

consideration (if any) in money, shares, debentures, moneys worth or otherwise as may be deemed fit.

11. To take or otherwise acquire and hold shares in any other Company having similar objects.
12. To enter into a collaboration agreement with a person, firm, Company or a body in or outside India with or without or to take or otherwise acquire and hold shares in any other Company having similar objects equity participation with or without repatriation benefits for obtaining or supply of technical know-how and/or technical and/or administrative services inside or outside India in the form of royalty or lump-sum payment subject to the provisions of. Foreign Exchange Regulation Act, 1973 or similar or other statute for the time being in force or the directives of Government of India issued from time to time in this regard.
13. To enter into agreement or partnership or joint venture or collaboration for the business or its development/ expansion with any party, either Indian or Foreign and to pay in cash or in shares of the Company or in both for consideration of such arrangement/s.
14. To take part in management, supervision and control of business or operations of any Company or undertake having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.
15. To buy, take on lease or license or otherwise to acquire lands and to acquire in any manner or to construct, erect, re-erect, alter, build, renovate, decorate, maintain roads, streets, factories, sheds, buildings, flats, houses, shops, showrooms, offices, ware houses, mid-floor landing tents and other temporary or permanent structures for the purpose of the business of the Company and to demolish, re-erect and/or to alter or otherwise deal with land and buildings in possession or belonging to the Company or in respect of which the Company has power in any manner to deal with.
16. To borrow or raise money or secure the payment of money or to receive money on deposits, whether as secured loans and /or unsecured loans with or without interest, with or without right to convert such borrowed monies into shares of this or any other Company or otherwise in such manner as the Company may think fit and proper and in particular by the issue of debentures, debenture stock, bonds, either convertible into shares of this or any other Company or otherwise, or perpetual debenture annuities, and in security of any such money so borrowed or received, to mortgage, pledge or charge the whole or any part of the property, assets, or revenues of the Company, present or future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same, absolutely or to create interest and to give the lenders power of sale and other powers as may deem expedient and to purchase, redeem or pay-off any such loans, debentures, debenture stock, bonds, deposits, subject to payment of principal and interest in a manner to be stipulated in relation to issue of such debenture, debenture stock, bonds or acceptance of such loans, deposits and subject to the provision of law in this regard.
17. To lend, advance, invest or otherwise employ the money belonging to or entrusted to the Company in or upon securities or shares or other movable or immovable property with or without security, upon such terms and conditions as may be thought proper and from time to time vary such transactions and

investments in such manner as may be proper and to give guarantees to third parties in respect of sums borrowed by any individual firm, body corporate, any other entity provided that the Company shall not carry on the business of banking as defined by the Banking Regulation Act, 1949.

- 18.** To apply for, purchase or by any other means acquire, protect, prolong, renew and to exercise, develop, grant, licenses in respect of and to sell, let or otherwise turn to account any inventions, licenses, concessions, rights or privileges, belongings 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 or copyrights for any invention or inventions or development or developments or obtain exclusive or other privileges in respect of the same in any part of the world.
- 19.** To search for and to purchase or otherwise acquire from any Government, state or other authority any license, lease/s, concessions, grants, quota rights, decrees, rights, power and privileges whatsoever as may seem to the Company capable of being turned to account and work, develop, carry out, exercise and turn to account the same.
- 20.** To procure the recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any parliament, legislature, government, local, Municipal, authority or body Indian or foreign for any Acts of Parliament, laws resolutions, decrees, concessions, orders or privileges that may seem conducive to the attainment of the Company's objects and to oppose any proceeds or applications which may seem calculated directly or indirectly to be prejudicial to the interests of the Company or which may affect the Company's interests.
- 21.** To apply for, purchase, or otherwise acquire, any patents, secrets, inventions, licenses, concessions and the like conferring any exclusive or non exclusive or limited rights to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly, or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
- 22.** To enter into negotiations with foreign companies and other persons and acquire by grant purchase, lease, barter, licence or other terms formulae, process and other rights and benefits and to obtain financial and/or technical collaboration, technical information, know how and expert advice.
- 23.** To establish, provide, maintain and conduct or otherwise subsidise, research and to promote studies, investigations, invention and research both scientific and technical by owning, providing subsidising, endowing or assisting libraries, lectures, meetings and conferences and by providing the remuneration of scientific or technical professors, teachers or researchers and by providing for exhibitions and award of scholarships, prizes, grants, bursaries, loans and other financial assistance to students or independent students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests, and inventions of any kind that may be considered likely to assist any of the businesses which the Company is authorised to carry on.

- 24.** To purchase, hire or otherwise acquire and maintain suitable buildings, ownership flats, apartments, furniture and other fittings for the purpose of achieving any of the objects for which the Company is established and to construct, alter or keep in repair any buildings, flats or premises required or used by or for the Company.
- 25.** To sell, improve, manage, develop, exchange, loan, lease or let, under lease, sub-let, mortgage, dispose of, turn to account or otherwise deal with any property of the Company.
- 26.** To invest surplus moneys in such manner as may from time to time be determined.
- 27.** To borrow or raise any money required for the purpose of the Company upon such terms and in-such manner and on such securities as may be determined, and in particular by the issue of debentures or debenture-stock charged upon all, or any of the properties of the Company subject to regulations, if any, of Reserve Bank of India.
- 28.** To subscribe to, become a member of, or otherwise acquire or hold shares in and co-operate with any other Company, firm or association whose objects are altogether or in part similar to those of the Company and to procure from any communicate to any such Company such information as may be likely to aid or assist in furtherance of the objects of the Company.
- 29.** To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing placing of any shares, debentures or other securities of the Company.
- 30.** To establish and support, or aid in the establishment and support of associations, institutions, funds or trusts calculated to benefit employees or ex-employees (including Directors) of the Company on the dependents or connections of such persons, and to grant pensions and allowances, to make payments towards insurance and to subscribe, donate or guarantee money for any charitable, patriotic or benevolent purposes or for any exhibition or for any public object.
- 31.** To enter into any arrangement with any Government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from such Government or authority all Tights, concessions and privileges which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 32.** To pay the costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the Company, and all expenses, which the Company may lawfully pay, having regard to the provisions of the Companies Act, 1956, for or incidental to the raising of money for the Company.
- 33.** To sell, lease, let on hire, lend, grant licences, easements and other rights over and in any manner deal with, or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association or Company.

34. To establish a Trust or Trusts and/or appoint Trustees thereof from time to time and vest funds or any property in the Trustees who shall hold and deal with such funds or property in such manner as the Company may decide.
35. To undertake and execute any Trusts the undertaking of which may seem to the Company desirable.
36. To draw, make, accept, discount, execute and issue Bills of Exchange, Promissory Notes, Bills of Lading, Warrants, Debentures and other negotiable instruments or securities.
37. To advance, deposit with or lend money, securities and property on pledge, hypothecation, mortgage or otherwise to companies or individuals or receive loans or grants or deposits.
38. To open account or accounts either current or overdraft with any banker, bank, and to draw, make, accept, endorse, discount, execute, and issue cheques, promissory notes, hundies, bills of exchange, bill of lading, warrants, debentures, and other negotiable instruments in the course of the Company's business.
39. To negotiate loans, underwriting contract, mortgages, equity participation, cash credits, overdrafts and other financial facilities from banks, financial institutions, government or semi- government bodies and others or on behalf of companies, firms, societies, associations and others.
40. To establish offices or agencies, within or outside India and appoint agents in order to carry out the objects of the Company.
41. To accept gifts, bequests, devices and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.
42. To promote, from and register and aid in the promotion, formation and registration of any Company or companies having similar objects for the purpose of acquiring all or any of the properties, rights and liabilities of this Company or attain any of the objects mentioned in this Memorandum and to transfer to any such Company any property of the Company, and to be interested in, or take or otherwise acquire, hold, sell otherwise dispose of shares, stock, debentures and other securities in any such Company, and to subsidise or otherwise assist any such Company, and to undertake the management or other work, duties and business of any such Company, on such terms as may be arranged.
43. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company, or for redemption of debentures or redeemable preference shares, or for any other purpose whatsoever conducive to the interest of the Company.
44. To provide for the welfare of employees of ex-employees of the Company (including directors) and the wives and families, or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pensions, allowances, bonus or other payments by creating and from time to time subscribing or contributing to provident and other funds, associations, institutions, or trusts

and by providing or subscribing or trusts and by providing or subscribing or contributing towards places of instruction and recreation hospitals and dispensaries, medical .and other attendance and other assistance as the Company shall think fit and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise.

45. To adopt such means of making known the business activities 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 publications of books and periodicals, and by granting prizes, rewards and donations.
46. To aid pecuniary or otherwise any association, body or movement, having for its object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
47. To remunerate the servants of the. Company and others, out of and in proportion to the profits of the Company, or otherwise apply, as the Company may from time to time 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 forfeited shares, and also any moneys arising from the sale by the Company of forfeited shares.
48. To distribute any of the properties of the Company amongst the members in specie or in kind, subject to the provisions of the Companies Act, 1956, in the event of winding up.
49. 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, concessions, properties or rights.
50. To remunerate or make donations to (by cash or other assets, or by the allotment of fully or partly paid shares, or by a call or option on shares, debentures, debenture-stock or securities of this or any other Company, or in any other manner, whether out of the Company's capital, or profits, or otherwise) any person or persons for services rendered or to be rendered in introducing any property or business to the Company, or in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture- stock or other securities of the Company, or for any other reason which the Company may think proper.
51. To procure the incorporation or other recognition of the Company, in any country, state of place, outside Indian and to establish and maintain local registers and branch place of business in any part of the world.
52. To stand as guarantors and be surety or answerable for the debts, or defaults of any person, firm or Company arising on contracts for payment or repayment of moneys or loans or the fulfilment of any obligations or performances by any such person, firm or Company and to enter into contracts of indemnity or guarantee with such terms and conditions as may seem necessary or expedient for effecting the same.

- 53.** To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money to any charitable, benevolent, religious, scientific, national, public or other institutions, funds or objects of for any exhibition or for any public objects and to become a member of any business, trade, commercial and/or industrial association, institution or organisation for promotion of the Company's interest or otherwise.
- 54.** To undertake, carry out, promote, sponsor or assist directly or in any other manner, any agri-business or other programmes including any programme for promoting the social and economic development and welfare of or the uplift of, the public in any rural area.
- 55.** To undertake, carry out, promote, sponsor or assist directly or in any other manner, any activity for the promotion and growth of the national economy and national welfare and to discharge what the Directors consider to be the social, and moral responsibilities of the Company to the consumers, employees, shareholders and to the public.
- 56.** To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms or individuals and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers hereinbefore set forth, or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.

(C) ⁴[Deleted]

IV. The liability of the Members is limited.

V. ⁵ The Authorised Share Capital of the Company is Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 9,07,00,000 (Nine Crores and Seven Lakhs) Equity Shares of Rs. 5/- (Rupees Five) each.

⁴ Clause 3(C) was deleted vide special resolution passed at the Extra Ordinary General Meeting of the shareholders of the Company held on February 27, 2018

⁵ (a) Authorised Capital of the Company was increased to Rs. 30,00,000 by virtue of ordinary resolution passed by the members at the Extra Ordinary General Meeting held on February 2, 2011.

(b) Clause V of the Memorandum of Association of the Company was altered from Rs. 30,00,000/- (Rupees Thirty Lakh) divided into 2,50,000 (Two Lakh Fifty Thousand) equity shares of Rs.10/- each and 50,000 (Fifty Thousand) preference shares of Rs.10/- to Rs. 30,00,000 (Rupees Thirty Lakh) divided into 2,50,000 (Two Lakh Fifty Thousand) equity shares of Rs. 10/- (Rupees Ten) each, 40,000 (Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) by virtue of special resolution passed at the Extra-ordinary General Meeting held on January 25, 2017.

(c) Clause V of the Memorandum of Association of the Company was altered from Rs. 30,00,000 (Rupees Thirty Lakh) divided into 2,50,000 (Two Lakh Fifty Thousand) equity shares of Rs. 10/- (Rupees Ten) each, 40,000 (Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) to Rs. 45,05,00,000 (Rupees Forty Five Crores and Five Lakhs) divided into 4,50,00,000 (Four Crores and Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each, 40,000 (Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) by virtue of ordinary resolution passed at the Extra-ordinary General Meeting held on March 12, 2018.

(d) Modified pursuant to the confirmation order approving the Amalgamation / Merger of M/s. Medybiz Services Private Limited with M/s. Medi Assist Healthcare Services Limited passed by the Hon'ble Regional Director, South Eastern Region, Hyderabad Bench vide its letter bearing reference no. No. 3(Karnataka)/CP No. 10/ RD(SER)/CAA-11/233/2019/5690 dated November 15, 2019. The Authorised Share capital of the Company stands increased from Rs. 45,05,00,000 (Rupees Forty Five Crores and Five Lakhs) divided into 4,50,00,000 (Four Crores and Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten) each, 40,000 (Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) to Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 4,52,00,000 (Four Crores and Fifty Two Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each, 1,40,000 (One Lakh Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) each.

(e) Clause V of the Memorandum of Association of the Company was altered from Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 4,52,00,000 (Four Crores and Fifty Two Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each, 1,40,000 (One Lakh Forty Thousand) Preference Shares of Rs. 10/- (Rupees Ten) each and 5 (Five) Series A Compulsorily Convertible Preference Shares of Rs. 20,000/- (Rupees Twenty Thousand) to Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 4,53,50,000 (Four Crores and Fifty Three Lakhs and Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each by virtue of Special resolution passed at the Extra-ordinary General Meeting held on March 15, 2021.

(f) Clause V of the Memorandum of Association of the Company was altered from Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 4,53,50,000 (Four Crores and Fifty Three Lakhs and Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) to Rs. 45,35,00,000 (Rupees Forty Five Crores and Thirty Five Lakhs) divided into 9,07,00,000 (Nine Crores and Seven Lakhs) Equity Shares of Rs. 5/- (Rupees Five) each by virtue of Special resolution passed at the Extra-ordinary General Meeting held on April 7, 2021.

We, the several persons, whose names and addresses are subscribed below 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 to our respective names.

Sl No.	Names, Addresses, Descriptions and Occupations of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscriber	Signature, Name, Address, Description and Occupation of the Witness
1.	<p>Medybiz.Com Pvt. Ltd. Represented by its directors A. Suryanarayanan S/o Late N. S. Anantha Narayanan No.650, 11th Main II Floor 4th Cross, 5th Block, Jayanagar, Bangalore – 560 041 A private limited Co. duly incorporate under the Companies Act, 1956</p> <p>Occupation: Retailing Delivery Dealing in pharma & health care products.</p>	<p>900 (Nine hundred)</p>	<p>Sd/-</p> <p>Sd/-</p>	<p>Witness to both :</p> <p>Sd/-</p> <p>PRAKASH V BHAT CHARTERED ACCOUNTANT S/o VENKATRAMAN BHAT No: 283, 36TH CROSS, 7TH BLOCK, JAYANAGAR, BANGALORE – 560082</p>
2.	<p>Mrs. Lakshmi Suryanarayanan W/o A. Suryanarayanan No.971, 14th cross 16th Main, Banashanta, IInd Stage, Bangalore – 560 070</p> <p>Occupation: (Teacher)</p>	<p>100 (One hundred)</p>		
	Total	1000 (one thousand)		

Dated this 2nd day of June 2000 at Bangalore

**CERTIFIED AS TRUE
FOR MEDI ASSIST HEALTHCARE SERVICES LIMITED**



**MEGHA MATOO
CHIEF COMPLIANCE OFFICER & COMPANY SECRETARY
MEMBERSHIP NO.: F-10665**

THE COMPANIES ACT, 2013

***ARTICLES OF ASSOCIATION**

OF

**MEDI ASSIST HEALTHCARE SERVICES LIMITED
(Company Limited by Shares)**

Incorporated under the provisions of Companies Act, 1956

APPLICABILITY OF TABLE F

The regulations contained in Table 'F' in Schedule I to the Companies Act, 2013 ("Table 'F'"), as are applicable to a public company limited by shares, shall apply to the company so far as they are not inconsistent with any of the provisions contained in these regulations or modifications thereof and only to the extent that there is no specific provision in these regulations. In case of any conflict between the provisions of these articles and Table 'F', the provisions of these articles shall prevail.

The following regulations viz. 20(a), 27, 48 and 76 of Table "F" in the said Schedule shall not apply to the Company.

INTERPRETATION

1. (i) In these Articles unless context otherwise requires :

"Act" or "Companies Act, 2013" means the applicable provisions of the Companies Act, 2013 and every statutory modification or re-enactment thereof. Any specific references to sections of the Act are references to sections of the Companies Act, 2013;

"Articles" means these Articles of Association of the Company as originally framed or as altered from time to time or applied in pursuance of previous Company law or of this act;

"Beneficial Owner" shall have the meaning assigned thereto in Section 2 of the Depositories Act, 1996;

"Annual General Meeting" means a general meeting of members held in accordance with the provisions of the Act, and any adjourned holding thereof;

"Auditors" means and includes those persons appointed as such for the time being of the Company.

* 1. Articles of Association were amended to be consistent with the provisions of the Companies Act, 2013 vide Special Resolution passed at the Extra-Ordinary General Meeting of the Company held on 25th January, 2017.

2. Articles of Association were amended to include the provisions of the Companies Act, 2013 applicable to a public company vide Special Resolution passed at the Extra-Ordinary General Meeting of the Company held on February 27, 2018.

3. Articles of Association were amended to align with the requirements of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI Listing Regulations"), and the stock exchanges where the equity shares of the Company are proposed to be listed vide Special Resolution passed at the Extra-Ordinary General Meeting of the Company held on March 15, 2021.

“Board” means in relation to a Company, means the collective body of the directors of the Company;

“Company” means **Medi Assist Healthcare Services Limited**.

“Common Seal” or “Seal”, if any, shall mean the Common Seal of the Company as may be approved by the Board of Directors from time to time.

“Debentureholder(s)” or “Securityholder(s)” means the duly registered holders from time to time of the debenture(s) or securities of the Company;

“Depositories Act” means the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment thereof for the time being in force;

“Depository” shall mean a Depository as defined in Section 2 of the Depositories Act, 1996;

“Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board Meeting.

“Independent Director” shall mean a Director who fulfils the requirements of Section 149(6) of the Act and who is appointed as an independent director in accordance with the provisions of the Act;

“Month” means English calendar month.

“Year” means the English calendar year and “Financial Year” shall have meaning assigned thereto by Section 2(41) of the Act.

“Shareholder(s)” or “Member(s)” means the duly registered holder(s) from time to time of the Share(s) of the Company and includes the subscriber(s) to the Memorandum of the Company and also every person holding Equity Share(s) and/or Preference Share(s) of the Company as also one whose name is entered as the beneficial owner in the records of the Depository.

“Extra-ordinary General Meeting” means any general meeting of the members other than the annual general meeting duly called and constituted and any adjourned holding thereof;

“General Meeting” means general meeting of the members held in accordance with the Act;

“Proxy” means any person who is appointed by an instrument to vote for a member at a general meeting on a poll;

“Regulations” means these Articles of Association as originally framed or as altered from time to time and in force for the time being and include the Memorandum of Association where the context so requires.

“Rules” mean the Rules as made under the provisions of the Companies Act, 2013, or any statutory modifications or amendment thereof for the time being in force as amended from time to time.

“Special Resolution” shall have the meaning assigned thereto by Section 114 of the Act.

“The Office” means the Registered Office for the time being of the Company.

“Persons” include corporations (and firms) as well as individuals. Words importing the masculine gender also include the feminine gender.

Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

Subject as aforesaid, any words or expressions defined in the Act shall, except where repugnant to the subject or context, bear the same meaning in these Articles.

The marginal notes hereto shall not affect the construction of these Articles.

“In Writing” and **“Written”** includes printing, lithography and other modes of representing or reproducing words in visible form.

(ii) In the construction of these Articles generally, unless repugnant to the context, singular shall include plural and the masculine shall include feminine. Words imparting persons shall include Corporations, Companies, firms or other bodies.

(iii) Unless the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein above shall bear the same meaning as provided in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

PUBLIC COMPANY

3. The Company is a public company within the meaning of Section 2(71) of the Act and accordingly:
 - (a) Is not a private company;
 - (b) Has a minimum paid-up share capital as per Law;
 - (c) Has minimum of seven (7) members. Also, where two (2) or more persons hold one (1) or more shares in the Company jointly, they shall, for purposes of this provision, be treated as a single Member; and

SHARE CAPITAL AND SHARES:

4. The Authorized Share Capital of the Company shall be as contained in the 5th Clause of the Memorandum of Association of the Company, as may be amended from time to time by the Company in accordance with the provisions of the Companies Act, 2013.

The Company has power from time to time to increase or reduce its capital and to divide the Shares into several classes and to attach thereto, respectively, such preferential, cumulative, convertible, guarantee, qualified or other special rights, privileges, conditions or restrictions, as may be determined by or in accordance with these presents and to vary, modify or abrogate any such right, privileges or conditions or restrictions in such manner as may for the time being be permitted by these presents or the said Act or any other legislative provisions for the time being in force in that behalf.

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
 - (i) Equity share capital:
 - a. with voting rights; and / or
 - b. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - (ii) Preference share capital
6. Subject to the provisions of applicable provisions of the Act and these Articles, the Shares in the Capital of the Company for the time being (including any shares forming a part of any increased capital of the Company) shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and

conditions and either at a premium or at par or (subject to the compliance with the provision of the Act) at a discount and at such time as they may from time to time think fit and proper, and with the sanction of the Company in the General Meeting, to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the Capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

7. Unless where the shares are issued in dematerialized form, every Member or allottee of Shares shall be entitled, without payment, to receive within two months after incorporation, in case of subscribers to the Memorandum or within two months from the date of allotment or within one month after the application for the registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares or within such other period as the conditions of issue shall be provided,-
- (a) One certificate for all his shares without payment of any charges; or
 - (b) Several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be signed by 2 (two) Directors or by a Director and the Company Secretary, provided that in respect of a 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 of shares to one of several joint holders shall be sufficient delivery to all such holder.

Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue. Where the securities are dealt with in a depository, the Company shall intimate the details of allotment of securities to depository immediately on allotment of such securities. Furthermore, the Company shall comply with the applicable provisions of the Act.

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving or other metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

8. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof 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 lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the Company may deem adequate, a new certificate in lieu thereof to the party entitled to such lost or destroyed certificate shall be given. Every certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 20 for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

(ii) 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.

Provided that, notwithstanding what is stated above, the Directors shall comply with such rules or regulations or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act or rules applicable in this behalf.

9. Subject to the applicable provisions of the Act and other Applicable Laws, any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at a general meeting, appointment of directors, etc. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in a general meeting by special resolution.
10. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
11. The Board may allot and issue shares in the share capital of the Company on payment or part payment for any property, goods or machinery supplied, sold or transferred and/or for services rendered to the Company in or about the formation or promotion of the Company or in the conduct of its business or for any other consideration either in cash or otherwise than in cash as the Board may deem fit and proper and any shares so allotted may be issued as fully paid up or partly paid up shares as the Board may decide.
12. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
13. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, as prescribed under the Act.
(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
14. 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.

15. 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.
16. Subject to the provisions of the Act and other applicable provisions of law, the Company may with the approval of the shareholders by a special resolution in general meeting issue sweat equity shares in accordance with such rules and guidelines issued by the Securities and Exchange Board of India [SEBI] and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf.
17. The Directors may with the sanction of an ordinary resolution of the Company increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
18. Subject to the provisions of section 61 of the Companies Act, 2013, the Company may, by ordinary resolution,—
 - (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
19. Where shares are converted into stock—
 - (i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (ii) 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.
 - (iii) such of these regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.
20. The Company may, by special resolution, reduce in any manner and with and subject to, any incident authorised and consent required by law, -
 - (a) its share capital
 - (b) any capital redemption reserve account
 - (c) any share premium account

21. Subject to the provisions of the Companies Act, 2013 and Rules framed thereunder and other applicable laws, the Company at its discretion, may issue and allot securities to applicants or investors on a preferential basis through private placement and rights issue.
22. Further issue of shares#:
- (1) Where at any time the Company having share capital proposes to increase its subscribed capital by the issue of further shares, either out of the unissued capital or out of the increased share capital then:
- a. Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid-up on those shares at the date;
 - b. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than fifteen days and not exceeding thirty days from the date of the offer and the offer, if not accepted, will be deemed to have been declined;
 - c. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of this right. Provided that the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any Member may renounce the shares offered to him;
 - d. After the expiry of the time specified in the aforesaid notice, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner which is not dis-advantageous to the shareholders and the company.
- (2) Notwithstanding anything contained in subclause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever.
- a. employees under a scheme of employees' stock option scheme, if authorized by a Special Resolution passed by the Company and subject to such conditions, as may be prescribed, or
 - b. to any persons if it is authorized by a Special resolution passed by the Company, whether or not those persons include the persons referred to in of sub-clause (1) hereof and clause (a) of sub-clause (2) hereof, either for cash or for a consideration other than cash, subject to compliance with applicable laws.
- (3) Nothing in clause 22 hereof shall be deemed:
- a. To extend the time within which the offer should be accepted; or
 - b. To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (4) 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 the debentures issued or loans raised by the Company:
- a. To convert such debentures or loans into shares in the Company ; or

Article 22 amended to conform with the pricing mechanism prescribed by SEBI under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, vide Special Resolution passed at the Extra-Ordinary General Meeting of the Company held on July 18, 2023.

- b. To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).

Provided that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- a. Either has been approved by the Central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf ; and
- b. In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of debentures or raising of the loans.

- 23. Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution.

DEMATERIALIZATION OF SECURITIES

- 24. Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in electronic form with a Depository as permitted under the law. If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the Beneficial Owner of the Security.
- 25. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures and other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by the Court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof.
- 26. In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, shall apply.

Provided the transfer of Shares has been prior approved by the Board in accordance with article 24.

Provided that in respect of the shares and securities held by the depository on behalf of a beneficial owner, provisions of Section 9 of the Depositories Act shall apply so far as applicable.

27. Every Depository shall at such intervals and in such manner as may be specified in its bye- laws furnish to the Company, information about the transfer of securities in the name of the Beneficial Owners.
28. Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act.

LIEN

29. (i) The Company shall have a first and paramount lien—
- (a) on every share (not being a fully paid share) for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a 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 Article. Provided further that in respect of any partly paid shares/ debentures of our Company, the lien, if any, shall be restricted to moneys called or payable at a fixed time in respect of such shares/ debentures.
- (ii) The Company's lien, if any, on a share shall extend to all dividends or interest payable, as the case may be and bonuses declared from time to time in respect of such shares.
- (iii) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company' lien.
30. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made:
- a. unless a sum in respect of which the lien exists is presently payable; or
- b. until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency or otherwise.
31. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii). The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
32. 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.
- (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

33. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and 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.
34. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

CALLS ON SHARES

35. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- (iii) 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.
- (iv) A call may be revoked or postponed at the discretion of the Board.
36. 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 installments.
37. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
38. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
39. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
40. The Board:
- (i) may, if it thinks fit, subject to the applicable provisions of the Act, agree to and

receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

(ii) The members shall not be entitled to any voting rights in respect of the moneys so paid by them until the same would but for such payment, become presently payable.

(iii) the provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

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.

41. All calls shall be made on a uniform basis on all shares falling under the same class.
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.
42. Neither a judgement 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 share 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.
43. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSFER OF SHARES

44. (i) A common form of transfer shall be used and the instrument of transfer shall be in writing and all the provisions of the Companies Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of Shares and the registration thereof.
(ii) The instrument of transfer of any share in the Company which is in physical form shall be executed by or on behalf of both the transferor and transferee.
(iii) 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.
45. The Company shall not register a transfer of shares in, or debentures of the Company held in physical form unless a proper instrument of transfer in the form prescribed under the Act duly stamped and executed in respect of only one class of shares/debentures by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificates relating to the shares or debentures, or if no such certificate is in existence, along with the letter of allotment of the shares or debentures and such other evidence as the Board may reasonably require to show the right of the transferor to make the

transfer:

Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or where the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit:

Provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder or debenture holder any person to whom the right to any shares in, or debentures of, the Company has been transmitted by operation of law.

46. Subject to the provisions of sections 58 and 59 of the Companies Act, 2013 and section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a Member of the Company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.
47. A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer.
48. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the date of receipt of the notice.

For the purpose of above clause notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer, and shall be deemed to have been duly delivered upon the expiry of 7 days from the date of dispatch.
49. If the Company refuses to register the transfer of any share pursuant to these Articles, it shall within thirty days from the date on which the instrument of transfer was delivered to the Company send notice of refusal to the transferee and transferor. Provided that, the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever. Transfer of shares/debentures in whatever lot shall not be refused.
50. No transfer shall be made to a person of unsound mind. However, transfer of fully paid up shares can be made in the name of a minor if he is represented by his lawful guardian.
51. All instruments of transfer shall be retained by the Company, but any instrument

of transfer which the Directors may decline to register shall be returned to the person depositing the same.

52. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares, made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of Members to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice, or referred thereto in any book of the Company, and the Company shall not be bound or required to regard to attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company ; but the Company shall nevertheless, be at liberty to regard and attend to any such notice, and give effect thereto if the Directors shall so think fit.
53. The Company may, after giving appropriate previous notice of not less than seven days' close the register of members or the register of debentureholders or other security holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time.
54. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSMISSION OF SHARES

55. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
56. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
(a) to be registered himself as holder of the share; or
(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
57. The Company shall be fully indemnified by such person from all liability, if any, for actions taken by the Board to give effect to such registration or transfer.
(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the

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

58. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
59. 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.
60. The instrument of transfer shall be in common form and in writing and all provision of Section 56 of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
61. No fee shall be charged for registration of transfer, or for effecting transmission, or for registering any probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

FORFEITURE OF SHARES

62. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
63. The notice aforesaid shall—
 - (a) name a further day (not being earlier than the expiry of thirty 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.
64. 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.
65. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
66. (i) A person whose shares have been forfeited shall cease to be a member in respect

of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

67. (i) A duly verified declaration in writing that the declaring is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
68. 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.
69. 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 entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
70. The Board may, subject to the provisions of the Companies Act, 2013, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering them on such terms as they think fit.
71. The provisions of these regulations 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.

JOINT HOLDERS

72. 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:
- (i) 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.
- (ii) 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.

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

(iv) 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.

(v) 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 were 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 but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares

(vi) 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.

(vii) 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.

CAPITALISATION OF PROFITS

73. (i) The Company in general meeting may, upon the recommendation of the Board, resolve—
- a. that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - b. that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
- a. paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - b. paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
 - d. A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - e. The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
74. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- a. make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - b. generally to do all acts and things required to give effect thereto.
- (ii) The Board shall have power:
- a. to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions ; and

b. to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

75. Notwithstanding anything contained in these Articles but subject to the 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.

GENERAL MEETINGS

76. All general meetings other than annual general meeting shall be called Extraordinary General Meetings.

77. (i) The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

78. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Companies Act, 2013.

79. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

80. No business shall be discussed or transacted at any general meeting whilst the chair is vacant, except election of Chairman.

81. 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.

82. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

83. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting.

84. 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 Chairman shall have a second or casting vote.

85. (i) 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 making entries thereof within thirty days of the conclusion of every such meeting or passing of resolution by postal ballot in books kept for that purpose with their pages consecutively numbered.
- (ii) There shall not be included in the minutes any matter which, in the opinion of the Chairman of the meeting:
- 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.
- (iii) The Chairman 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.
- (iv) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
86. (i) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- a. be kept at the registered office of the Company; and
 - b. be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days.
- (ii) 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 (i) above.

ADJOURNMENT OF MEETING

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

VOTING RIGHTS

88. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
89. A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Companies Act, 2013 and shall vote only once.
90. 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. And, seniority shall be determined by the order in which the names stand in the register of members.
91. 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 nominee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

92. Where a poll is to be taken, the Chairman of the meeting shall appoint such numbers of persons, as he deems necessary to scrutinise the poll process and votes given on the poll and to report thereon to him;
93. The Chairman shall have power, at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause;
94. 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 be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.
95. 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.
96. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
97. 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.
98. 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.
99. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
100. Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

PROXY

101. 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.
102. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

103. An instrument appointing a proxy shall be in the form as prescribed in the rules made under the Act.
104. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given.

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

105. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than three and not more than fifteen, including all types of directors. The first Directors of the Company are:
1. Mr. A. Suryanarayanan, who shall be a permanent Director of the Company till his death or refusal/inability to act expressed in writing addressed to the Company.
 2. Mr. K. Ravinarayanan, who shall be a permanent Director of the Company till his death or refusal /inability to act expressed in writing addressed to the Company.
 3. Mr. Partha Pratim Roy, as a nominee of Medybiz.com Private Limited.
106. The appointment and retirement including by rotation of Directors shall be in accordance with the applicable provisions of the Act and the Rules thereunder.
107. The same individual may, at the same time, be appointed as the Chairman of the Company as well as the Managing Director or Chief Executive Officer of the Company.
108. The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (i) 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. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or in connection with the business of the Company.
109. The fees payable to the Director for attending the meeting of the Board or Committee thereof shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules.
110. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
111. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
112. (i) Subject to the provisions of section 149 of the Companies Act, 2013, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

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

113. 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.
114. 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.
115. If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.
- (i) 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.
- (ii) 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.

POWERS OF BOARD

116. 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 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.
117. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

BORROWING POWERS

118. The Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company;
- Provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set part for any specific purpose.
119. The Directors, with shareholders' consent where required by the Act and Rules, may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and, in particular, by the issue of securities including debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

PROCEEDINGS OF THE BOARD

120. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
(ii) The Chairman or any one Director with the previous consent of the Chairman may, or the company secretary on the direction of the Chairman shall, at any time summon a meeting of the Board.
121. The quorum for a Board meeting shall be as provided in the Act.
122. If a meeting of the Board cannot be held for want of quorum, then the meeting shall stand adjourned to such day, time and place as the Director or Directors present for the meeting may fix.
123. Subject to the provisions of the Act, question arising at any meeting shall be decided by a majority of votes, each Director having one vote, and in case of an equality of votes the Chairman shall have a second or casting vote.
124. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
125. The Board may from time to time appoint one of their body as Chairman and determine the period for which he is to hold such office. The positions, duties and responsibilities of the Chairman (whether whole-time or not and notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) & the Chief Executive Officer (by whatever designation described) shall be accordingly defined by the Board. The Board may authorize maintenance of a Chairman's Office at Company's expense to support him in the performance of his duties.
- Subject to the provisions of the Act, these Articles and of any Contract between him and the Company the remuneration of the Chairman (notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) may from time to time be fixed by the Directors, subject to the approval of the Company in General Meeting, and may be by way of fixed monthly payments, commission on profits of the Company; any or all of these modes or any other mode not expressly prohibited in the Act.
- If the Chairman has notified the Company of his inability to be present at a Board meeting or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman or if no such Chairman has been appointed, the Directors present may choose one of their body to act as the Chairman of the meeting.
126. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
127. (i) A committee may elect a Chairperson of its meetings.
(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
128. (i) A committee may meet and adjourn as it thinks fit.
(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

129. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
130. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR
CHIEF FINANCIAL OFFICER**

131. Subject to the provisions of the Companies Act, 2013,-
- (i) A chief executive officer, manager, Company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, Company secretary or chief financial officer so appointed may be removed by means of resolutions of the Board;
- (ii) A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

MANAGING DIRECTOR

132. (i) The Directors may from time to time appoint one or more of their body to be the Managing Director of the Company, in accordance with the provisions of the Act and the Rules.
- (ii) A Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a Resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

REGISTERS

133. The Company shall keep and maintain at its registered office or at such other place as permitted under the Act or the Rules thereunder, all statutory registers and annual returns for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days 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.
134. (i) Any Member, Beneficial Owner, Debenture or other Security holder or any other person entitled to inspection of any documents/registers/records required to be maintained by the Company under the provisions of the Act or the Rules thereunder or any previous Company Law or to any copy thereof or extract therefrom shall be entitled to the same upon payment of such fee as may be determined by the Board from time to time and in absence of such determination, a fee of Rs. 10 per page or the maximum fees fixed by the Act or the Rules thereunder, whichever is lower.
- (ii) A copy of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent to a member requesting for the same within seven days thereof upon payment of such fees as may be prescribed under the Act or the Rules or Rs. 10/- for each copy thereof.

THE SEAL

135. The Company may if required under the Act have a Common Seal in which case the Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except:
- (i) by the authority of a Resolution of the Board of Directors or a Committee of the Board authorized in that behalf, and
 - (ii) in the presence of at least one Director and the Secretary of the Company or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed. Such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DIVIDENDS AND RESERVE

136. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
137. 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 as such times as it may think fit.
- (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
 - (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
138. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
 - (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
139. 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.
140. 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.
141. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or 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.
142. 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. 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 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.

143. Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall, within seven (7) days from the date of expiry of the said period of thirty (30) days, transfer the total amount of dividend which remains unpaid or unclaimed, to a special account to be opened by the Company in that behalf in any scheduled bank and all the other provisions of Section 124 of the Act in respect of any such unpaid dividend or any part thereof shall be applicable, observed, performed and complied with.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under section 125 of the Act. Any person claiming to be entitled to an amount may apply to the authority constituted by the Central Government for the payment of the money claimed.

No unclaimed or unpaid dividend shall be forfeited by the Board until the claim becomes barred by Applicable Laws.

144. No dividend shall bear interest against the Company.
Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall, within seven (7) days from the date of expiry of the said period of thirty (30) days, transfer the total amount of dividend which remains unpaid or unclaimed, to a special account to be opened by the Company in that behalf in any scheduled bank.
Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under section 125 of the Act. Any person claiming to be entitled to an amount may apply to the authority constituted by the Central Government for the payment of the money claimed.
No unclaimed or unpaid dividend shall be forfeited by the Board until the claim becomes barred by Applicable Laws.

ACCOUNTS

145. 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.
146. No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.

WINDING UP

147. Subject to the provisions of Chapter XX of the Companies Act, 2013 and rules made thereunder or Section 59 of The Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board Of India (Voluntary Liquidation Process) Regulations, 2017—
- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
 - (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
 - (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he

considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY AND INSURANCE

148. 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, Managing Director, Whole-Time Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or 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.
149. Subject as aforesaid, every Director, Managing Director, Whole-Time 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.
150. 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

151. 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 carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

SECRECY

152. Subject to the provisions of the Act, no member shall be entitled to require discovery of any information respecting any detail of the Company's trading or any matter in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors it may be inexpedient in the interest of the Company to communicate to the public.

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

Sr. No.	Names, Addresses, Descriptions and Occupations of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscriber	Signature, Name, Address, Description and Occupation of the Witness
1	<p>Medybiz.Com Pvt. Ltd. Represented by its directors A. Suryanarayanan S/o Late N. S. Anantha Narayanan No.650, 11th Main II Floor 4th Cross, 5th Block, Jayanagar, Bangalore – 560 041 A private limited Co. duly incorporate under the Companies Act, 1956</p> <p>Occupation: Retailing Delivery Dealing in pharma & health care products.</p>	<p>900 (Nine hundred)</p>	<p>Sd/-</p>	<p>Witness to both :</p> <p>Sd/-</p> <p>PRAKASH V BHAT CHARTERED ACCOUNTANT S/o VENKATRAMAN BHAT No: 283, 36TH CROSS, 7TH BLOCK, JAYANAGAR, BANGALORE – 560082</p>
2	<p>Mrs. Lakshmi Suryanarayanan W/o A. Suryanarayanan No.971, 14th cross 16th Main, Banashanta, IIInd Stage, Bangalore – 560 070</p> <p>Occupation: (TEACHER)</p>	<p>100 (One hundred)</p>	<p>Sd/-</p>	
	Total	1000 (one thousand)		

Dated this 2nd day of June 2000 at Bangalore