

THE COMPANIES ACT, 2013
(COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION
OF
BAJAJ HEALTHCARE LIMITED

1. The name of the Company is BAJAJ HEALTHCARE LIMITED.
2. The Registered office of the Company will be situated in the state of Maharashtra,
3. The objects of the Company is established are:
 - (A) MAIN OBJECT' TO BE PURSUED BT THE COMPANY ON ITS INCORPORATION
 - I. To carry on business of manufacturing, formulating, refining, extracting, buying, selling, distributing, marketing, exporting and importing and dealing in drugs, pharmaceuticals and intermediates of all types including those of chemical, bio-chemicals, herbal and animal origin and all kind of tablets, .capsules, injections, liquids,, orals, syrups, powders, ointments, vials, ampoules, suppositories, containing one or more drug medicant of Allopathy, Ayurvedic, Unnani or Homeopathic Origin,
 - *1(a). To carry on the business in India or abroad to manufacture, process, buy, sell, import, export, market, trade and otherwise deal In. agricultural and plantation' produce, and edible and non- edible products and derivatives made and manufactured therefrom, grains such as wheat, rice, cereals, pulses, fruits, vegetables, flowers, spices, cotton, coffee, coco, tobacco, rubber, indigo, lakh, sugarcane, raw sugar, sugar and its derivatives, essential and non-essential, edible and non-edible oils and oilseeds, plants, herbs, drugs, medicinal plants,, timber and all types and kind of forest produce and to do all types of operations of fanning, cultivation, glass house farming, growing trees & plantations and to produce, buy, sell, import, export, market, trade and deal in agri and forest produce and products made therefrom and (o carry on the

business of live stocks breeding, and dairy farming and dairy products including milk products such as milk, butter, cheese and like milk made products and to act as producer, manufacturers, buyers, sellers, wholesalers, retailers, importers, exporters, re-exporters, principals or agents, brokers, representatives, traders and dealers in all kind of agri, forest, plantation and dairy products and goods and products made therefrom.

- *1. (b) To establish, construct, build, provide infrastructure facilities for food processing Industries, units for all types of agro-based products, foods, vegetables, horticulture, fruits, food products and dairy products and further to construct, build, equip, own, and maintain and to carry on business of providing warehousing and storage facilities like cold storage, silos storage chambers, ice-plants, godowns, warehouses, refrigerators, freezing houses and room coolers for preserving all types of fruits and vegetables, perishable agri products, dehydrated food, fruits, commodities, articles, things and preparation of all kinds and descriptions whatsoever and to provide infrastructure and common facilities including logistics, tetra- packing, bottling and canning, sorting and grading, cleaning and washing, weighing facilities, water, power utilities and any other facilities for food processing industries for packaged and non-packaged food products and to act as transporters of foods and products made here from and to own, hire and operate fleet of refrigerated vehicles.

*Inserted vide special resolution passed through Postal Ballot on August 31, 2016.

(B) OBJECTS INCIDENTAL TO OIL ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

2. To undertake scientific research and development which is or likely to be conducted to (be) the main business of the Company and to set up laboratories and research centers for carrying on such scientific research ancillary thereto.
3. To open branches all over in India and elsewhere in connection with the main object of the Company.
4. To carry on the business of buying, distributing, and otherwise dealing in plant, machinery and equipment for manufacturing or making any kind of drugs and substances of the nature required for (be) the business of the Company,
5. To carry on research and development for (be) manufacture, formulation, refining, extracting drugs, medicines, pharmaceuticals and intermediates, dyes, pesticides, fungicides, weedicides and to carry on research and development either for personal use or on behalf of industries, companies and units of like nature of any of the above referred services, articles, products or things.
6. To undertake and execute any contracts for works involving the use of any of the above referred services, articles, products or things.
7. To apply for, purchase or otherwise acquire and register any patents or patent rights, licenses, concessions, secret processes or privileges, trade-marks or designs and like conferring any exclusive or non-exclusive or limited right 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 and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, right or information so acquired.
8. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debentures, stocks, perpetual or otherwise, charged upon all or any of the Company's Property (both

present and future) including its uncalled capital, and to purchase, redeem or pay off any securities and to create and give any lien or charge, subject to section 58-A and R.B.I. directives.

9. To open an account or accounts with any Bank or Banks and to Draw and endorse cheques and to withdraw moneys from such accounts.
10. To adopt such means of making known the business of the company or goods and articles dealt, in by the Company as many seem expedient end in particular by advertising by circular's, catalogues, show-cards postern and free samples and exhibiting and granting rewards, presents, prizes and donations.
11. To appoint brokers, canvassers, agents and other persons and to establish and maintain any agencies and branches in any part of India or elsewhere for the sale of any materials or things for the time being at: the disposal of the Company for sale or other purposes, and to discharge and to discontinue the same.
12. To-rectify and adopt agreements made or entitlements or licenses received by the promoters for setting up industry' or' for foreign collaboration either for technical know-how or for financial aids or In relation to Import of machineries, equipment, spare parts and raw materials in relation to the aforesaid main objects of the Company.
13. To enter into .and procure any arrangements with person, firm or company in or outside India for obtaining or supplying of technical know-how and . technical or administrative services .within India or outside India including, the benefit of existing techniques,' benefit of technical research, training of technical or administrative personnel abroad, selection and purchase of plant end negotiating the terms for payment and specifications for the plant and layout of the plant and all other services.
14. To purchase, erect, improve, manage, develop or take on 'lease or otherwise any mills, factories, foundries, machinery end. any other movable or Immovable property for the purpose of the Company.

15. To establish and maintain any agencies or branches in any part of the world for the sale of any materials, articles or things for the time being at the-disposal of the Company or for the sale or purchase of goods and materials required by the Company or its constituents or for other purposes and to appoint' managers , brokers, canvassers, contractors and other persons for the purpose of the. Company and to discontinue and discharge the same.
16. To borrow or raise or secure the payment of moneys or to receive moneys on deposit at interest or otherwise for any of the purposes of the Company and at such time or times and in such manner as may be thought fit and in particular by the Issue , of debentures or debenture-stock, perpetual or otherwise, including debentures or debentures - stock, convertible into shares of this or any other company or perpetual annuities and as' security for any such moneys so borrowed, raised or received or of any such debentures stock so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and. profits of the Company, present or future, including its uncalled capital . by special assignment or otherwise or to transfer or convoy the same absolutely or In' trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem and pay of any such securities, subject to section 58-A ' and R,B,J, directives.
17. To lend money to such persons or companies and on such terms and conditions as may seem expedient and in particular to members of the staff, customers and other having dealings with the Company, and to guarantee the performance of contract by any such persona or companies.
18. To invest surplus moneys with or without security and generally to make advances - of such sum or sums of. money upon or in respect of or for the purchase of raw materials, goods, machinery, stores or any other property, articles and things required for the purposes of the Company with or without security end upon such terms subject to such conditions the Company may think expedient.

19. To draw, make, accept,, endorse, discount, issue, negotiate, assign, purchase, sell and otherwise deal in cheques, drafts, promissory notes, 'bills of exchange, bundles, debentures bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable Instruments.
20. To remunerate any parsons or firms or companies .for services rendered or to be rendered' in placing of any shares of the Company's capital or any debenture, debenture-stock or other securities of the Company or in or about, the formation or promotion of the Company or the acquisition, of any rights or property by the Company for the, .conduct of its business or otherwise in whatsoever manner or respect and to provide for the payment of such remuneration in cash or by the Issue of or allotment of. shares, debentures or other securities of the Company or by the granting of options to take the same or by 'any other manner allowed, by law.
21. To guarantee the payment of money secured by or payable under .or in respect of., bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations and other securities of any company or of any " authority, Central, State, Municipal, local or otherwise or of any. other person, whether Incorporated or not Incorporated and generally to transact all kinds of guarantee business, and to further transact all kinds of trust and agency business,
22. To acquire, amalgamate , enter Into partnership or Into any arrangement for sharing, profits, union or interests, co-operation , Joint venture or reciprocal concession or for limiting, competition with any person, firm or body corporate whether In India or outside, carrying on or engaged In, or about to carry on or engage In any business' or transaction which I he Company Is authorized to carry on or engage In, or which can be carried on In conjunction there with and further to enter Into any arrangement or contract with any person, association or other body whether In India or outside, for technical collaboration, technical know how or for such other purposes that may seem calculated beneficial and conducive to the objects of the Company.
23. To purchase or otherwise acquire and to sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose of and deal in real and personal

property, and rights of all kinds, and In particular land, buildings, hereditaments, business concerns and undertakings, debenture-stock, mortgages, debentures, procure concessions, options, contracts, patents, annuities, licences, stocks shores securities, bonds, policies, book debts and claims privileges and choices in action of all kinds, Including any interest in real or personal property, and claims against such property or against any person or company and to carry on.-any business, concern or undertaking so' acquired.

24. To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or part of ,the undertaking of the Company or any land,' business, property, rights or assets of any kind of the Company or any share or interest therein respectively In such manner and for such consideration as the Company may think fit and In particular for shares, debentures or securities of 'any other body corporate having objects altogether or in part similar to those of the Company.,
25. To establish, provide, maintain and conduct or otherwise subsidise research' laboratories and experimental work-shops for scientific and technical research and experiments and to undertake and carry on all scientific and technical investigation by providing, subsidising and owning or assigning laboratories, workshops, libraries, halls for lectures, meeting and conference and by providing the remuneration for scientific' or 'technical, professors, or teachers and by providing for the award of exhibition, scholarships, prizes and grants to students or otherwise, and generally towards investigations, experiments', tests and Invention of .any kind to encourage, promote and reward studios, researches, Investigations, experiments, toots and invention of : any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
26. To negotiate and Inter into agreements and contracts with foreign and other companies, firms and Individuals for technical assistance, technical know-how and collaboration in the Setting Up and operation of the undertaking, manufacturing, marketing, importing, exporting of the equipments, plants apparatuses, and-other articles and things or any of them for all or any of the business of the Company, including plant, machinery, products and raw materials required for the purpose.

27. To apply for, purchase or otherwise acquire, protect and' renew in any part of the world patents, licences, devices, processes, patent rights trade mark's, designs, formulas, and the like, conferring any exclusive or non-exclusive or limited right to their use any secret or other information regarding any Investigation or research which many seem capable of belong used for any of the purposes of the Company and to use, develop or grant licence In respect thereof, or otherwise turn to account the rights or information so acquired and to expand money In experimenting upon, testing or Improving any such potent, rights or Inventions.
28. To take into consideration and to approve and confirm and to; carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters, and to reimburse them for all costs and expenses that may be Incurred by them In or. In connection with the formation or promotion of the Company.
29. To pay out of the funds of the-Company oil expenses of and Incidental to the formation, registration, advertisement end establishment of this Company and to issue and subscription ,of the shares or loans or capital Including brokerage and or commission for obtaining applications for a placing or guaranteeing the placing of shares or any debentures, debenture- stock and other securities of this Company and also all expenses attending the Issue of any circular or notice- and the printing, stamping, circulating of proxies and form to be filled up by the members of the Company.
30. To promote, form 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 property, undertakings, rights -and liabilities of the Company and to be Interested In, or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures, and otherwise securities In or of any such company, or any other company for. all or any of the object mentioned In this Memorandum and to

subside or otherwise assist any such company and to undertake the management and or other work, duties and business of any such company on such terms as may be arranged,

31. To create any reserve fund, sinking fund, Insurance fund or any other special fund whether for depreciation for repaying, improving, extending or maintaining any of the property of the Company or for, any other purpose conducive to the interest of the Company or for any purposes whatsoever.
32. To accumulate funds and to lend, invest or otherwise employ moneys belonging to or entrusted to the Company in or upon any shares, securities or Investment upon such terms as may be thought proper, whether with or without security and from time to time to vary such Investments, loans, etc., in such manner as the Company, may think fit.
33. To distribute as bonus shares among the members or to place to reserve or otherwise to 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 or any moneys arising from the sale by the Company forfeited shares.
34. To establish, support, aid any activity pertaining to social welfare and to subscribe or contribute or otherwise to assist or guarantee moneys to charitable, benevolent, religious, scientific, public institutions, subject, or purposes or for any exhibition subject to the provisions of the Companies Act, 1956,
35. To obtain or help in obtaining any Order or Act or Notification of any Government or Legislative Authority for enabling the Company to carry any of its objects into effect or for affecting any modification of the Company's constitution or for any other purpose which seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

36. To aid peculiarly or otherwise any association, company, firm person, body or movement having similar objects the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of Industry or trade and to contribute moneys within such, limits as may for the time being be prescribed by law to scientific, charitable or public objects.
37. To pay, satisfy or compromise any claim made against the Company which It may deem expedient to pay, satisfy or compromise notwithstanding that the same may not be valid in law . or to refer any claims by or against the Company to arbitration and to challenge and perform the awards.
38. To provide for the welfare of the Directors,' ex-Directors and the employees or ex-employees of the Company and the wives and families or the dependents or connections of such persons by building or providing houses, or flats or by contribution to provident and other associations, Institutions, funds or trust, by contributing to the pensions, allowances, houses, or other payments or by creating and from time to time subscribing or contributing towards places of Instructions and recreation, hospitals and dispensaries, medical and other assistance and amenity as the Company may think fit.
39. To train In the Company's factories or to pay for training In other institutions in India or abroad any of the Company's Directors, employees or other candidates as. the Directors may think fit In the Interest of and for the -furtherance of Company's business.
40. To enter into agreements with the employees, engineers, technicians, workmen, office staff, salesmen and any other parsons having special knowledge of mailers relating to the business of the Company as full time or part-time as may be necessary or expedient for conducting the business of the Company.
41. To. Indemnify officers, Directors, promoters and servants of the' Company against proceedings costs, damages, claims and demands in respect of anything done or

- ordered to be done for and in the interest of the Company or for any loss, or damages or misfortune whatever which shall happen in execution of the duties of their office or in relation thereto.
42. To distribute in specie in the of winding up any property and assets of the Company amongst the members, subject to the provision of the Companies Act.
 43. To do the above things as principles, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
 44. To enter into partnership or into any arrangement for sharing profits in union of interest, co-operation joint venture, reciprocal, concession, or otherwise, with any person or persons or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on and to acquire or join in acquiring any such business.
 45. To enter into any arrangement with any authority, Government, Railway, Municipal, local or otherwise, that may seem conducive to the Company's object or any of them and obtain from any such authority, any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
 46. To take or otherwise acquire and hold shares in any other company having objects altogether or in parts similar to those of this Company.
 47. To establish and support or aid in the establishment and support of associations, Institutions, provident or other funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company or the dependents or connection of such persons, and to grant pensions, allowances, gratuities or bonuses, and to make payment towards Insurance, and to establish, support, subscribe or guarantee moneys for charitable or benevolent objects or institutions for any exhibition or for public purpose.

48. To assist, promote, establish or contribute to, manage, control or support sick fund, and any association, or institutions for providing, upon any terms and conditions medicines, drugs, medical and surgical preparations and apparatus, and restoratives or fund as aforesaid during sickness or illness.
49. To promote any company or companies having similar objects for the purpose of acquiring nil or any of the property, rights and liabilities of this Company.
50. To purchase, take on lease or in exchange, hire or otherwise acquire and to hold and deal with any lands (whether freehold, leasehold or otherwise), with or without buildings or any interest or interests therein situate in India and any trade-marks, trade-names, trade-designs, right or privileges or other property and rights of any kind or description whatsoever which the Company may think necessary or convenient for the purpose of its business.
51. To build, erect, construct, maintain and or alter any lands held by the Company, any factories, godowns, offices, works or other buildings, structures or erections whatsoever necessary or convenient for the purpose of the Company and to insure and to keep insured the same.
52. To sell, improve, manage, develop, exchange, lease, mortgage, dispose off, turn in account or otherwise deal with all or any part of the lands and building or other property and rights of the Company whatsoever.
53. To invest and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
54. To lend money, to such persons or companies and on such terms as may seem expedient and either with or without authority and to guarantee the payment of any moneys or the discharges of fulfilment of any obligation.

55. To pay for any business br. right acquired or agreed to be acquired by this Company and generally to satisfy any obligations of this Company by the issue or transfer shares of this or any other company credited as fully or partly paid up or of debentures or other securities of this or any other company.
56. To remunerate or make donations to any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or assisting to place or guaranteeing the placing of any of the shares in the Company's Capital or any debentures, debenture - stock or other securities of the company or in or about the formation or promotion of the Company or the conduct of its business.
57. To amalgamate with any other company having objects altogether or in part similar to those of the Company.
58. To carry on the business of chemists, druggists and chemical manufacturers of all kinds.
59. To manufacture, buy, sell and deal in mineral waters, cordials, soups, broths, and other foods, suitable or deemed to be suitable for invalids and or for the general public.

60. To buy, sell, manufacture, refine, prepare and deal in all kinds of oil and oleaginous and saponaceous substances and all kinds of unguents and ingredients.

*** Part C: Other Objects of Clause III is deleted vide special resolution passed at EOGM held on 8th January, 2016.**

IV. The liability of the members is limited.

V**#. The Authorised Share Capital of the Company is Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) divided into 5,00,00,000 Equity Shares of Rs. 5/- (Rupees Five only) each, with power to increase or reduce the Capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as maybe for the time being provided by the Articles of Association of the Company.

**** Sub-divided (split) the nominal value of each equity share of face value of Rs. 10/- (Rupees Ten Only) each into 2 (Two) Equity Shares of Rs. 5/- (Rupees Five Only) each vide special resolution passed through Postal Ballot on 17th September, 2021.**

FOR BAJAJ HEALTHCARE LTD.


DIRECTOR



Amended vide ordinary resolution passed at the Extra Ordinary General Meeting of the Company held on 7th August, 2024

We, the undersigned persons, whose names, addresses and descriptions are subscribed hereunder 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.

Name, address, description and occupation of subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Name, address, description and occupation of witness and his signature
<p>Fayaz Kuttar Bhai S/o. Shri Ramchandra Bhai 306, Yogi Tower, Yogi Nagar, Borivli (W), Bombay-400 092. (Business)</p>	<p>100 (Hundred)</p>		
<p>Mithal Agarwal S/o. Shri Mahesh Prasad Agarwal 306, Yogi Tower, Yogi Nagar, Borivli (W), Bombay-400-092. (Business)</p>	<p>100 (Hundred)</p>		<p>Sd/- Witness to Both Vinod Kumar Subramanian Chartered Accountant S/o. Chaitanya Subramanian 5, Chyavan Prashad, 2nd Floor, 3rd Road, Khar (West), Bombay-400 057.</p>
<p>TOTAL</p>	<p>200 Two Hundred</p>		

Bombay dated 2nd day of July 1993

THE COMPANIES ACT, 2013

**COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)**

ARTICLES OF ASSOCIATION

OF

BAJAJ HEALTHCARE LIMITED

The Following regulations comprised in this Articles of Association were adopted pursuant to special resolution passed by shareholders of the company on 8th January, 2016 in substitution for and to the entire exclusion of the earlier regulation comprised in the extant Article of Association of company

1. The regulations contained in Table F of the first schedule to the Companies Act, 2013 (hereinafter referred as Table F) shall apply to this Company in so far as are applicable to Public Company and are not amended, modified or substituted by the following Articles.

INTERPRETATION

2. In the interpretation of these Articles, unless repugnant to the subject or context:-
 - a) The company or this company
"The company or this company" means Bajaj Healthcare Limited
 - b) The Act
"The Act" means the Companies Act 2013, or any statutory modification or re-enactment thereof for the time being in force.
 - c) Auditor
"Auditor" means and includes those persons appointed as such for the time being by the Company.
 - d) Board Meeting
"Board Meeting" means meeting of the Directors duly and constituted or as the case may be, the Directors assembled at a Board.
 - e) Capital
"Capital" means the share capital for the time being raised or authorized to be raised, for the Company.
 - f) Debenture
"Debenture" includes the Debenture stock.
 - g) Directors
"Directors" mean the Directors for the time being of the Company of as the case may be the Directors assembled at as Board.
 - h) Dividend
"Dividend" includes bonus.
 - i) Gender
Word importing the masculine gender also includes the feminine gender.
 - j) In Writing or Written
"In Writing" or "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.
 - k) Member
"Member" means the duly registered holder from time to time of the shares of the Company and includes the subscriber to the Memorandum of the Company.
 - l) Meeting or Annual General Meeting
"Annual General Meeting" means a General Meeting of the members duly called and constituted and any adjourned holding thereof in accordance of section 96 of the Act.
 - m) Meeting or Extraordinary general meeting
"Extraordinary General Meeting" means Extraordinary General meeting of the Members duly called and constituted and any adjourned holding thereof.
 - n) Month
"Month" means a calendar month

- o) Office
"Office" means the registered office for the time being of the Company.
- p) Paid up
Paid up" includes credited as paid up.
- q) Persons
"Persons" includes corporation and firms as well as individuals.
- r) Register of members
"Register of member" means the Register of members to be kept pursuant to the Act.
- s) The Registrar
"The Registrar" means the Registrar of the Companies of the state in which the office of the Company is for the time being situated.
- t) Officer
"Officer" includes any director, manager or secretary, or any person in accordance with whose direction or instruction the board of Director or any or more of the directors is accustomed to act
- u) Seal
"Seal" means the common seal for the time being of the Company.
- v) Share
"Share" means share in the share capital of a company and includes stock except where a distinction between stock and share is expressed or implied.
- w) Special Resolution
"Special Resolution" shall have the meaning assigned thereto by section 114 of Companies Act, 2013.
- x) Year and Financial Year.
"Year" means the calendar year and "financial year" shall have the meaning assigned thereto by section 2(41) of the Act.

3. The company is a Public Company within the meaning of section 2(71) of the Companies Act, 2013 with a minimum paid up capital of Rupees Five Lakhs or such higher amount as may be prescribed from time to time.

SHARE CAPITAL AND VARIATION OF RIGHTS

4. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- *4A. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares and or securities of the Company for consideration other than Cash for purchase of any property or assets of any kind whatsoever, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares and or security which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares and or security is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the company.
- *4B. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
- i. Equity shares;
 - a. with voting rights; and / or
 - b. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - ii. Preference shares

FOR BAJAJ HEALTHCARE LTD.

DIRECTOR



**Inserted vide special resolution passed at the Extra Ordinary General Meeting of the Company held on 7th August, 2024*

- *4C. The Board (or a committee thereof duly authorized by the Board) or the Company as the case may be, may, in accordance with the Act and the Rules, issue further shares and or securities to:
- (a) Persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares or security offered to him or any of them in favour of any other person; or
 - (b) Employees under any scheme of Employees' Stock Option; or
 - (c) Any persons, whether or not those persons include the persons referred to in clause (a) or (b) above.
- *4D. A further issue of any kinds of shares and security may be made in any manner whatsoever as the Board may determine including by way of right issue, bonus issue, preferential offer, private placement, or in any other manner that the Board may deem fit to members, promoters, body corporates or any other person(s) subject to and in accordance with the provisions of the Act and the Rules.
- *4E. 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 the provisions of the Act and with such rules and guidelines issued by the Securities and Exchange Board of India and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf.
- *4F. 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 into equity shares, on such terms and conditions and in such manner as may be determined by the Board in accordance with the Act and the Rules.
- *4G. Issue of warrants
- (a) Subject to Applicable Law, the Board (or a committee thereof duly authorized by the Board), may, subject to the consent of the shareholders of the Company in accordance with Applicable Law, issue and allot warrants convertible into equity shares and/or other securities of the Company on such rate, terms and conditions to the existing shareholders, general public, or on preferential basis to the promoters, directors, bodies corporate, banks, financial institutions, overseas corporate bodies, non-resident Indians or such other persons from time to time as it may deem fit.
 - (b) The Board (or a committee thereof duly authorized by the Board) shall be authorized to make provisions as to the allotment and issue of warrants and in particular may determine to whom the same shall be offered whether at par or at premium from time to time, subject to Applicable Law.
 - (c) Subject to Applicable Law, the Board (or a committee thereof duly authorized by the Board), may convert warrants into the equity shares or security at such rates (including premium), terms and conditions as may be determined by the Board and in accordance with the Applicable Law, either in single tranche or in one or more tranches or otherwise as per the discretion of the Board.
 - (d) The Board may from time to time subject to the terms on which any warrants convertible into equity shares and or security may have been issued may call upon the warrants holders in respect of the balance amount unpaid on the warrants held by them respectively at the time of providing option for conversion of warrants into the equity shares or security of the Company and shall be payable at such fixed times by the warrant holder who shall pay the amount of the call made on them at time and places appointed by the Board".

FOR BAJAJ HEALTHCARE LTD.

DIRECTOR



* Inserted vide special resolution passed at the Extra Ordinary General Meeting of the Company held on 7th August, 2024

5. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided:—
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
6. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The company may issue new share certificates pursuant to consolidation or sub-division of share certificate(s) upon written request received from shareholder together with production and surrender of respective original share certificate(s). Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (iii) The provisions of Articles (5) and (6) shall mutatis mutandis apply to debentures of the company.
7. Except as required by law, no person shall be recognized 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 recognize (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.
8. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
9. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 106 & 107 of Companies Act, 1956, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

10. 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.

11. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

LIEN

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

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

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

13. 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.

14. (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.

15. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

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

CALLS ON SHARES

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

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

- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
 - (iii) A call may be revoked or postponed at the discretion of the Board.
 - (iv) Company may delegate power to make calls on shares subject to approval of the shareholders in a general meeting of the company.
17. 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
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. (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.
20. (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.
21. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance but shall not confer a right to dividend or to participate in profits.

TRANSFER OF SHARES

22. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
23. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the company has a lien.
24. The Board may decline to recognise any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.

25. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

26. Subject to the provisions of Section 59 of Companies Act, 2013, the Board may decline to register any transfer of Shares on such grounds as it think fit in the benefit of the company (notwithstanding that the proposed transferee be already a Member), but in such case it shall, within two (2) months from the date the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal to register such transfer giving reasons for such refusal. Provided that 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.

TRANSMISSION OF SHARES

27. (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.

28. (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.

29. (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.

30. 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.

FORFEITURE OF SHARES

31. If a member fails to pay any call, or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
32. The notice aforesaid shall—
 - (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
33. 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.
34.
 - (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.
35.
 - (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.
36.
 - (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
 - (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
 - (iii) The transferee shall thereupon be registered as the holder of the share
 - (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.
37. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

38. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
39. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
40. Where shares are converted into stock,—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

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

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.
41. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

CAPITALISATION OF PROFITS

42. (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.
43. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable infractions; 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.

DEMATERIALISATION OF SECURITIES

44. (i) For the purpose of this Article:-

"Beneficial Owner": Beneficial Owner shall have the meaning assigned thereto in section 2(1)(a) of the Depositories Act, 1996.

"Depositories Act": Depositories Act shall mean the Depositories Act, 1996 and includes any statutory modification or re-enactment thereof for the time being in force.

"Depository": Depository shall mean a Depository as defined in section 2(1)(e) of the Depositories Act, 1996.

"Member": Member shall mean a duly registered holder from time to time of the security of the company and includes every person whose name is entered as beneficial owner in the records of the Depository.

"Security": Security shall mean such security as may be specified by SEBI.

- (ii) **"Dematerialisation of Securities"**: Notwithstanding anything on the contrary contained in this Article, the company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form and further to rematerialise the securities held on depository pursuant to the Depositories Act, 1996 or any amendment thereof.
- (iii) **"Option to hold securities in physical form or with depository"**: Every person holding securities of the company through allotment or otherwise shall have the option to receive and hold the same in the dematerialised form with a depository.

- (iv) **"Beneficial Owner may opt out of a Depository"**: Every person holding securities of the company with a depository, being the beneficial owner thereof, may at any time opt out of the depository in the manner provided under the provisions of the Depositories Act and the Rules, if any, prescribed there under and on fulfilment of the conditions prescribed by the company from time to time, company shall issue the relevant security certificates to the beneficial owner thereof.
- (v) **"Securities in Depositories to be in fungible form"**: All securities held by a depository shall be dematerialised and shall be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372A of the Companies Act, shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.
- (vi) **"Rights of depository and beneficial owners"**: A depository shall be deemed to be the registered owner for the purposes of affecting the transfer of ownership of securities on behalf of the beneficial owners and shall not have any voting rights or any other rights in respect of the securities held by it.
- (vii) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all rights and benefits and be subject to all the liabilities in respect of his/her securities, which are held by a depository.
- (viii) **"Transfer of securities"**: Transfer of security held in a depository will be governed by the provisions of the Depository Act, 1996. Nothing contained in Section 108, of the Companies Act, 1956 or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
- (ix) **"Register and Index of beneficial owners"**: The Register and Index of beneficial owners maintained by a depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.
- (x) **"Other matters"**: Notwithstanding anything contained in these Articles, the provision of Depositories Act, 1996 relating to dematerialisation of securities including any modification(s) or re-enactment thereof and Rules/Regulations made there under shall prevail accordingly.
- (xi) Notwithstanding anything contained in the Act or the Articles, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the company by means of electronic mode or by delivery of floppies or disks.

NOMINATION

45. Notwithstanding anything contained in Articles, every holder of shares(s) or debenture(s) of the Company may, at any time, nominate, in the prescribed manner, a person to whom these share(s) shall vest in the event of his death and the provisions of Section 109A and Section 109B of the Companies Act, 1956 shall apply in respect of such nomination.

The provisions of this Article shall apply mutatis mutandis to a depository of money with the Company as per the provisions of Section 58A of the Act.

BUY-BACK OF SHARES

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

GENERAL MEETINGS

47. All general meetings other than annual general meeting shall be called extraordinary general meeting.
48. (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

49. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
50. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
51. 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.
52. 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.

ADJOURNMENT OF MEETING

53. (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

54. 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.
55. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
56. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
57. 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.
58. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
59. 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.
60. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

61. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
62. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
63. 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

64. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
65. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- (b) in connection with the business of the company.
66. The Board may pay all expenses incurred in getting up and registering the company.
67. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
68. 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.
69. 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.
70. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

PROCEEDINGS OF THE BOARD

71. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
72. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
73. 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.
74. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
75. (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.
76. (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.
77. (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.
78. 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.
79. 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**

80. Subject to the provisions of the Act,—
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
81. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

82. (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director and of the secretary or such other person as the Board may appoint for the purpose; and those director and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DIVIDENDS AND RESERVE

83. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
84. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
85. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for 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.
86. (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.
87. 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.
88. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
89. 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.
90. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
91. No dividend shall bear interest against the company.
92. No unclaimed Dividend shall be forfeited, and unclaimed Dividends shall be dealt with in accordance with the applicable provisions of the Act

ACCOUNTS

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

WINDING UP

94. 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.
95. 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.
96. 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

97. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
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We, the several persons, whose names, addresses and descriptions are subscribed hereunder, 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.

Name, address, description and occupation of subscriber.	Number of Equity Shares taken by each Subscriber.	Signature of Subscriber.	Name, address, description and occupation of witness and his signature.
<p>Pawan Kumar Bajaj S/o. Shri Rameshwar Bajaj 306, Yogi Tower, Yogi Nagar, Borivli (W), Bombay-400 092. (Business)</p>	<p>100 (Hundred)</p>		
<p>Nathmal Agarwal S/o. Shri Mahabir Prasad Agarwal 306, Yogi Tower, Yogi Nagar, Borivli (W), Bombay-400 092. (Business)</p>	<p>100 (Hundred)</p>		<p>Sd/- Witness to both Vishod Kumar Bukhari Chartered Accountant S/o. Chouthmal Bukhari 5, Crystal Premises, 2nd Floor, 3rd Road, Khar (West), Bombay - 400 052.</p>
<p>TOTAL</p>	<p>200 Two Hundred</p>		

Bombay dated 2nd day of July 1993

For Bajaj Healthcare Ltd.

 Director