

(THE COMPANIES ACT, 2013)
(COMPANY LIMITED BY SHARES)
UNDER SECTION 8 OF THE COMPANIES ACT, 2013
ARTICLES OF ASSOCIATION
OF
SWAASTHYAM PALLIATIVE CARE AND CANCER FOUNDATION

1. a) The reference herein to 'The Act' is to the Companies Act, 2013 as amended thereto, from time to time and as applicable.
- b) The regulations contained in Table 'F' of Schedule I of the Companies Act, 2013 shall apply to this Company insofar as they are expressly or impliedly excluded or modified by the following Articles.
- c) The headings are given for convenience and shall not affect the construction of these articles.

INTERPRETATION

2. In the interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subjects or context. "The Company" or this company means SWAASTHYAM PALLIATIVE CARE AND CANCER FOUNDATION
3. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013 and accordingly the following provisions shall have effect namely;
 - a) the number of members of the Company shall not exceed 11;
 - b) any invitation to the public to subscribe for any shares or in debentures of the Company is hereby prohibited; and

c) The right to transfer of share shall be restricted as hereinafter provided.

d) Joint holding of shares is not permitted.

SHARE CAPITAL

4. The authorised share capital of the Company shall be as mentioned in Clause VI of Memorandum of Association of the Company as amended from time to time.
5. The Company shall uphold the spirit of diversity and trusteeship among Members. Immediate family members including Spouse, Parents, Grandparents, Children or Grandchildren, Siblings and/or legal heirs of a member are not eligible to be a member or a director.
6. No Member shall have more than 10% of the authorised capital at any time.
7. No member is eligible for employment in the Company;

TRANSFER AND TRANSMISSION OF SHARES

8. The rights of members to transfer their share/shares shall be restricted as follows;
 - 8.1 No transfer of share in the Company shall be valid, unless approved by the Board of Directors of the Company.
 - 8.2 In continuation of the Company's principle of upholding the spirit of diversity and trusteeship among Members, transfer of Membership cannot be made to immediate family members including Spouse, Parents, Grandparents, Children or Grandchildren, Siblings and/or legal heirs of the Member. The board will decide the assignment or transfer of the shares to new members based on the aforementioned criteria.
 - 8.3 A share may be transferred by a member to any other member of the Company or to any other person, after approval by the Board of Directors of the Company and that no share shall be transferred to any

person, who in the opinion of the Board of Directors, is not desirable in the interests of the Company to be admitted to the membership of the Company or does not contravene clause 8.2 of the articles of association of the Company.

8.4 Board of Directors shall always have absolute discretion to refuse to register any proposed transfer of shares without assigning any reason thereof.

8.5 The Member shall transfer the shares at the end of 9 years of Membership period or earlier at face value of shares as decided by the Board of Directors

8.6 A Member who has ceased to be a Member shall be eligible for rejoining as a Member only after a gap of 3 years.

GENERAL MEETING

9. All General meetings other than Annual General meetings shall be called extraordinary General Meetings.

10. The Board may whenever it thinks fit shall call an Extraordinary General Meeting.

PROCEEDING AT GENERAL MEETINGS

11. (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 herein otherwise provided, 3 Members present in person shall be a quorum.

12. If within half an hour from the time appointed for holding the Meeting a quorum is not present, the Meeting if called upon the requisition of Members shall be dissolved.

13. In any case the meeting shall stand adjourned to the same day in the next week at the time and place or to such other day and at other time and place as the Board may determine.
14. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.
15. The Chairman, if any, of the Board shall preside as Chairman at every General meeting of the Company.
16. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the Meeting, the Directors present shall elect one of their members to be Chairman of the Meeting.
17. If at any meeting no Director is willing to act as Chairman 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 numbers to be Chairman of the meeting.
18. The Chairman 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.
19. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
20. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of original meeting.
21. Save as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting.

22. In the case of equal votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
23. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTE OF MEMBERS

24. Members shall have votes equal to number of fully paid shares they are holding in the Company as on the date of General meeting.
25. No members shall be entitled to vote at any General Meeting unless all sums presently payable by him to the Company have been paid.
26. (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 Chairman of the Meeting whose decision shall be final and conclusive.
27. 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 the authority under which the proxy was executed. 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

28. The number of Directors shall not be less than 3 (Three) and not more than 7 (Seven).

29. Minimum number of Members as Directors on the Board of Directors of the Company shall be 1 and the maximum 3 number of Members as Directors cannot exceed 50% of Board of Directors.

30 The persons other than the Directors retiring at the Annual General Meeting shall be elected through the system of ballot in terms of Section 160 of the Companies Act, 2013.

31. The Directors shall comply with the requirement of attendance needed for continuation of Board of Directors as per the provisions of the Companies Act, 2013.

32. The Director shall not be absent for more than 3 consecutive board meetings conducted during a period of 12 months with or without leave of absence granted by the Board of Directors of the Company. The Board shall conduct the meetings through in-person/offline meetings. The Directors shall mandatorily attend in-person/physical meeting of Board of Directors convened by the Company. The Board may convene and hold online board meetings only in case of exceptions like Covid Lockdowns, pandemics or any other restrictions placed by the Central/State or local authorities. The company shall hold minimum of 4(four) board meetings in a year and the gap between two board meetings shall not exceed 120 days.

33. Tenure of Directors:

The tenure of a director shall be for a term of 3 years and he/she shall be eligible for a maximum 3 consecutive terms. After 3 consecutive terms on the Board, he/she shall be eligible for appointment only after a gap of 3 years.

34. The Company shall uphold the spirit of diversity and trusteeship among Board of Directors. Immediate family members including Spouse, Parents, Grandparents, Children or Grandchildren, Siblings and/or legal heirs of a Director are restricted from concurrent Directorship or Membership .

35. On the stepping down of a Director, immediate family members including Spouse, Parents, Grandparents, Children or Grandchildren, Siblings and/or legal heirs of the outgoing Director are restricted from appointment as Director for a period of 3 years.
36. The First Directors of the Company shall be:
1. Mr. Rajaram Neelakanth Shastry
 2. Mr. Ganesh Subramaniyan Padashala
 3. Dr V. Manjula Bhagavatula
37. The Directors may be paid all traveling, boarding and lodging and other expenses properly incurred by them;
- a) in attending and returning from meeting of the Board or any Committee thereof of the Company; or
 - b) in connection with the business of the Company.

PROCEEDINGS OF MEETINGS OF BOARD

38. (i) The Board of Directors may meet to transact business, adjourn or 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.
- (iii) The quorum required for the meetings of Board of Directors is either eight members or twenty-five per cent, of its total strength, rounded off to nearest highest number, whichever is less.
39. (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 Chairman shall have a second or casting vote.
40. (i) The Board may elect a Chairman of its Meetings and determine the period for which he is to hold office.

- (ii) If no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the Meeting, the Directors present may choose one of their numbers to be Chairman of the Meeting.

41. Committee

(i) The Board may, subject to the provisions of the Act, delegate any its powers to a Committee consisting of such Member or Members of its Board as it think 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.

42. (i) A Committee may elect a Chairman of its Meetings.

(ii) If no such Chairman is elected or if at any Meeting the Chairman is not presenting within five minutes after the time appointed for a holding the Meeting the members present may choose one of the numbers to be Chairman of the Meeting.

(iii) A Committee may meet and adjourn its meeting as it thinks proper.

(iv) Questions arising at any Meeting of a Committee shall be determined by a majority of votes of the Members of the Committee present and in case of equality of votes, the Chairman shall have a second or casting vote.

43. Save as otherwise expressly provided in the Act, a resolution in writing signed by all the Members of the Board or Committee thereof for the time being entitled to receive notice of a Meeting of the Board or Committee shall be as valid and effectual as if it had been passed at a Meeting of the Committee duly convened and held.

MANAGER OF SECRETARY

44. (i) A manager or secretary may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any Manager or Secretary so appointed may be removed by the Board.

(ii) A Director may be appointed as Manager or Secretary.

ACCOUNTS and AUDIT

45 (i) 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.

(ii) The Board of Directors 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 and documents of the Company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute or authorised by the Directors or by the resolution of the Company in General Meeting.

(iii) Subject to Section 129 of the Act at every Annual General Meeting of the Company the Directors shall lay before the Company a Financial Statements for each financial year. The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act. Every account when audited and approved by a General Meeting shall be conclusive.

(iv) Subject to Section 129 of the Act, the Board shall get the accounts audited.

WINDING UP





46. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, which is duly registered with the Director of the Income Tax (Exemptions) under the Income Tax Act 1961, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof


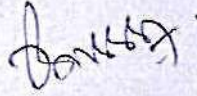
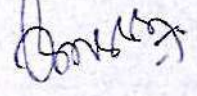
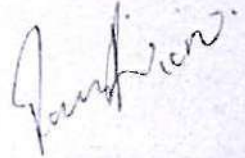
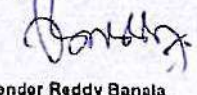
credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.

INDEMNITY

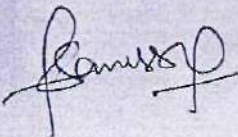
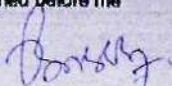
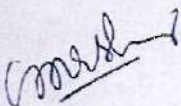
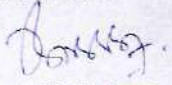
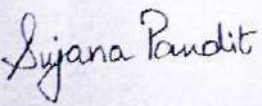
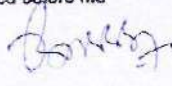
47. Every officer and director of the company shall be indemnified out of the assets of the company/foundation against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

We, the several persons whose names and addresses have been subscribed, are desirous of being formed into a Company not for profit in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

S No	Names, Addresses, Descriptions, Occupations and Signatures of the Subscribers	No of Equity shares taken by each Subscriber	Names, Addresses, Descriptions, Occupations and Signatures of the Witness
1.	<p>Venkatadesikan Mani s/o Sri Mani Venkatasubbaiah Aged 49 Years, Occ: Service, r/o G504, Brigade metropolis, Whitefield Road, Bangalore 560048</p>  <p>Place: Hyderabad Dt: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B. Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
2.	<p>Rajaram Neelakanth Shastry s/o Sri Neelakanth Rajaram Shastry, aged 54 years, Occ: None, r/o #101, Kalyan's Sreelakshmi Golden Edifice, 2-2-24/A/BL/40-41, C. E. Colony, Baghamburpet, Hyderabad, Telangana - 500013</p>  <p>Place: Hyderabad Dt: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B. Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>

<p>3</p>	<p>Sai Jayanthi Ravi d/o Sri Varadarajan Srinivasachary Budgur, aged 61 years, Occ Volunteer, r/o 102, Sai Rushi Residency, Gokulam, Puttaparthi 515134</p>  <p>Place: Hyderabad Date: 26/9/23</p>	<p>1 (one) of Rs 10,000/- each</p>	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sirmallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26 2023 at Hyderabad Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filed in</p>
<p>4</p>	<p>Shree Lakshmi Satya Sai d/o Sri S Venkateswara Rao, aged 53 years, Occ Service, r/o #3-346C, G-1, Gopuram west 3rd Cross, Puttaparthi, Sri Sathya Sai District, Andhra Pradesh - 515134</p> <p>S Lakshmi</p> <p>Place: Hyderabad Date: 26/9/2023</p>	<p>1 (one) of Rs.10,000/- each</p>	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sirmallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26 2023 at Hyderabad Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filed in</p>
<p>5</p>	<p>Rakesh Krishna Narasimha s/o Krishna Narasimha Reddy, aged 37 years, Occ Service, r/o Villa no 41, Sai Sarva dharma villas, opposite to super hospital, Puttaparthi, AP 515134</p>  <p>Place: Hyderabad Date: 26/9/23</p>	<p>1 (one) of Rs 10,000/- each</p>	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sirmallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26 2023 at Hyderabad Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filed in</p>

6.	<p>Jagannath Jayanthi Narasimham s/o Sri Rama Narasimham Jayanthi, aged 71 years, Occ: Retired, r/o Plot 442, Road 81, Jubilee Hills, Fim Nagar, Hyderabad-500033, Telangana</p> <p><i>[Handwritten Signature]</i></p> <p>Place: Hyderabad. Dt: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>[Handwritten Signature]</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
7.	<p>Dr. Gayatri Palat d/o Sri K.T.Haridas, aged about 55 years, Occ: Service, r/o 1804, Block D, Magnus Sattva, Shaikpet, Tolichowki, Hyderabad- 500008</p> <p><i>[Handwritten Signature]</i></p> <p>Place: Hyderabad Dated: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>[Handwritten Signature]</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
8.	<p>Manoj Pushpangadan Mannamparambil Kumar s/o Sri Pushpangadan Mannamparambil Kumaran, aged about 31 years, Occ: Service, r/o Mannamparambil House, P.O P.Vemballur, PIN: 680671, Thrissur District, Kerala</p> <p><i>[Handwritten Signature]</i></p> <p>Place: Hyderabad Dated: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>[Handwritten Signature]</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>

9	<p>Chetarla Sai Swaroop Reddy s/o Sri Manohar Reddy Chetarla, aged about 33 years, Occ Service, r/o 10-5-94, Santosh Nagar Colony, Mahabub Nagar, Telangana, India - 509001</p>  <p>Note: Hyderabad Dt: 26/9/2023</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>
10	<p>N. Vishwas Chitlur s/o Sri Narasimha Murthy Ramashetty Bangalore, aged about 34 years, Occ Service, r/o No. 854, 51 main, 1st stage, Kumaraswamy layout</p>  <p>Note: Hyderabad Date: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>
11	<p>Sujana Pandit d/o Sri Shiva Pandit, aged about 44 years, Occ Service, r/o Dua House, House 4, 8th Avenue, Gadaipur Bandh Road, Mahrauli, New Delhi - 110030</p>  <p>Note: Hyderabad Date: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>