

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	AAFCT2815E
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR	Full Name	TRANSWORLD HEALTHCARE PRIVATE LIMITED

Location	PUNE		Flat/Block No.	CTS NO 283	
Year	2018-2019 One Time		Premises/Building		
Account Head Details		Amount In Rs.	Road/Street	SHUKRAWARPETH	
0030046401	Stamp Duty	225000.00	Area/Locality	PUNE	
0030063301	Registration Fee	30000.00	Town/City/District		
			PIN	4	1 1 0 0 2
			Remarks (If Any)	SecondPartyName=POONA CHRISTIAN MEDICAL ASSOCIATION-	
			Amount In	Two Lakh Fifty Five Thousand Rupees Only	
Total		2,55,000.00	Words		
Payment Details			FOR USE IN RECEIVING BANK		
STATE BANK OF INDIA					
Cheque-DD Details			Bank CIN	Ref. No.	00040572018042019989 IK00OOTWR1
Cheque/DD No.			Bank Date	RBI Date	20/04/2018-18:04:49 Not Verified with RBI
Name of Bank			Bank-Branch	STATE BANK OF INDIA	
Name of Branch			Scroll No. , Date	Not Verified with Scroll	

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
 सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे. नोंदणी न करवयाच्या दस्तासाठी सदर चलन लागू नाही.

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CHALLAN 2032
MTR Form Number-6

GRN	MH000742354201819E	BARCODE	Date		20/04/2018-18:03:58	Form ID	25.1
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID (If Any)				
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR		PAN No.(If Applicable)	AAFCT2815E			
Location	PUNE		Full Name	TRANSWORLD HEALTHCARE PRIVATE LIMITED			
Year	2018-2019 One Time		Flat/Block No.	CTS NO 283			
Account Head Details	Amount In Rs.		Premises/Building				
0030046401 Stamp Duty	225000.00		Road/Street	SHUKRAWARPETH			
0030063301 Registration Fee	30000.00		Area/Locality	PUNE			
			Town/City/District				
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			Amount In	Two Lakh Fifty Five Thousand Rupees Only			
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Cheque/DD No.	Bank Date		RBI Date	20/04/2018-06:04:49 Not Verified with RBI			
Name of Bank	Bank-Branch		STATE BANK OF INDIA				
Name of Branch	Scroll No. , Date		111 , 21/04/2018				



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चलन केवल दय्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तांसाठी लागू आहे. नोंदणी न करायच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-9-3623	0000444169201819	21/04/2018-12:49:18	IGR016	30000.00

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2	(IS)-9-3623	0000444169201819	21/04/2018-12:49:18	IGR016	225000.00
Total Defacement Amount					2,55,000.00



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रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

M.O.U. 2017

AF 334394

दस्तावा प्रकार/अनुच्छेद क्रमांक :-

दस्त नोंदणी करणार आहेत का ? :-

नोंदणी होणार असल्यास दुय्यम विषयक काढावयाचे नाव :-

विलक्षण नाव :-

संस्था :-

पत्ता :-

दस्तावा मधील नोंदणी क्रमांक :-

दस्तावा मधील नोंदणी दिनांक :-

दस्तावा मधील नोंदणी करणार :-

दस्तावा मधील नोंदणी करणारचे पत्ता :-

दस्तावा मधील नोंदणी करणारचे संपर्क :-

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दस्तावा मधील नोंदणी करणारचे संपर्क :-

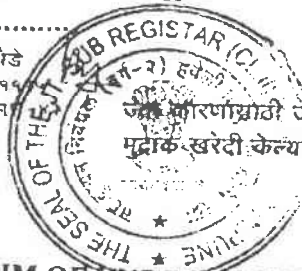
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and executed at Pune on this 21th day of April 2018.

BETWEEN

POONA CHRISTIAN MEDICAL ASSOCIATION, a registered Public Charitable Trust registered under the Bombay Public Trust Act, 1950 bearing PTR No. F-488 (Bom) and having its Registered Office at 283, Shukrawar Peth, Pune - 411 002 through its Secretary, DR. S. R. RAHATOR, age: adult, r/at: N. M. Wadia Hospital, 283 Shukrawar Peth,

प्रतिभा म्हाकोडे
परवाना क्र. 22099
427, पोस्वडे रोड, पुणे



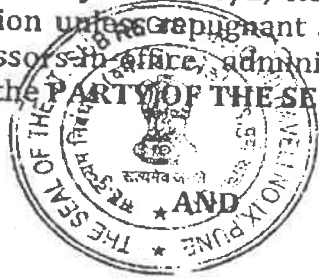
Handwritten notes and stamps including '27 DE 2017' and a table with columns for 'मूद्रांक', 'मूद्रांक संख्या', 'मूद्रांक दिनांक', 'मूद्रांक स्थान', 'मूद्रांक प्रकार', 'मूद्रांक मूल्य'.



the context shall include its successors-in-office, administrators and/or its assigns) hereinafter called the **PARTY OF THE FIRST PART** and/or **PCMA**

AND

TRANSWORLD HEALTHCARE PRIVATE LIMITED registered under the Companies Act bearing CIN No. U85100PN2015PTC154472 dated 24th March 2015, having its office address at: N M Wadia Hospital Campus, 283, Shukruwar Peth, Pune - 411002, Maharashtra, India; through its **Director MR. KADWIN KOIL PILLAI**, aged 23 years, r/at 901/902 A-2 D-Wing, Manickchand Malabar, Survey No. 595/2, Kondwa Road, Lullanagar, Pune-411040 (which expression unless repugnant and/or contrary to the context shall include its successors-in-office, administrators and/or its assigns only) hereinafter called the **PARTY OF THE SECOND PART**



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CHURCH OF NORTH INDIA TRUST ASSOCIATION (MAHARASHTRA COMMITTEE), "Omega" Building, 19 August Kranti Marg, Mumbai 400 007, a registered Public Trust bearing PTR No. E-9355 (Bom) through its authorized Constituted Attorney Mr. B. S. Chakranarayan (which expression unless repugnant and/or contrary to the context shall include its successors-in-office, administrators and/or its assigns) hereinafter called the **CONFIRMING PARTY**.

WHEREAS the N. M. Wadia Hospital is situated in the heart of Pune city bearing C.T.S. No. 283, Shukrawar Peth, Pune 411 002. The said N. M. Wadia Hospital premises were transferred by the Church of Scotland, Western India Mission to CNITA(MC) under a scheme sanctioned by the Bombay City Civil Court vide its order dated 10 September 1991 in S. C. Suit No. 2607 of 1991, to which the Hon. Charity Commissioner was also a party. As per the sanctioned Scheme, all the movable properties of the hospital at the said premises is vested in the PCMA as Manager and Beneficiary;

AND WHEREAS the N. M. Wadia Hospital which is run by the Poona Christian Medical Association - Party of the First Part was facing a financial crisis, low productivity, meager number of patients, lack of managerial skills and human resources, and due to its dire circumstances was in urgent need of assistance and help;

AND WHEREAS the St. Andrews Education Foundation, which was running its health allied courses in collaboration with Foreign Universities in the premises of the N. M. Wadia Hospital on behalf of its parent body viz. Transworld Education Academy Pvt. Ltd. was planning to expand its education and medical programmes, by requiring to have a close affiliation with a Hospital;

AND WHEREAS the St. Andrews Education Foundation had sent a request and proposal to the PCMA - Party of the First Part for having a Joint Arrangement regarding the revitalization and revival of the N. M. Wadia Hospital to help, run, manage and regain its past glory by providing qualitative Health Care services under the aims and objects of the Party of the First Part i.e. PCMA;

AND WHEREAS the Party of the First Part in its meeting held on 1st March 2006, vide Resolution No. 2006:23 had considered the request and proposal of the St. Andrews Education Foundation which later became the subsidiary body of the Transworld Education Academy Private Limited, and decided to enter into a Joint Arrangement to run the N. M. Wadia Hospital in order to improve its out-patients, in-patients, and especially to create, establish and develop an OPD block, Diagnostic Centre, super specialty Research and Educational Centre and also to introduce new clinical arrangements by providing modern Health care facilities to the patients;

AND WHEREAS the parent body i.e. Transworld Education Academy Pvt. Ltd - Party of the Second Part, in the previous agreement, decided to directly manage the Joint Arrangement in place of the St. Andrews Education Foundation and had informed all the Parties accordingly;

AND WHEREAS the parties accordingly substituted the Transworld Education Academy Pvt. Ltd in place of the St. Andrews Education Foundation as the Party of the Second Part;

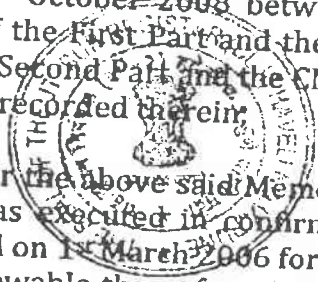
AND WHEREAS as per the terms of the said resolution, the Transworld Education Academy Pvt. Ltd and the CNITA(MC) respectively invested the amounts for the purposes which has been duly recorded in the book of accounts.

AND WHEREAS although the above proposals had been accepted and resolutions were passed and Consent Letter dated 12th March 2006 was signed and decisions were being implemented by virtue of the same in the form of investment of moneys and revamping and giving a face lift to the N. M. Wadia Hospital having begun along with beautification and landscaping, the said proposals and decisions remained to be recorded and executed inadvertently in the form of a concise document or writing;

AND WHEREAS in pursuance of the above, a Memorandum of Understanding was executed on 30th October 2008 between the Poona Christian Medical Association - Party of the First Part and the Transworld Education Academy Pvt. Ltd - Party of the Second Part and the CNITA(MC) as the Confirming Party on the understanding recorded therein;

AND WHEREAS as per the above said Memorandum of Understanding dated 30th October 2008 was executed in confirmation of the Joint Arrangement which had commenced on 1st March 2006 for a minimum period of six years at the first instance, renewable thereafter on mutual terms upon completion of five years and after following the process renewable for further eleven years;

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AND WHEREAS the St. Andrews Education Foundation had sent a request and proposal to the PCMA - Party of the First Part for having a Joint Arrangement regarding the revitalization and revival of the N. M. Wadia Hospital to help, run, manage and regain its past glory by providing qualitative Health Care services under the aims and objects of the Party of the First Part i.e. PCMA;

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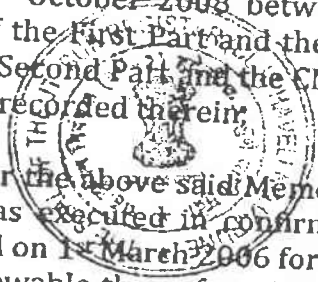
AND WHEREAS as per the terms of the said resolution, the Transworld Education Academy Pvt. Ltd and the CNITA(MC) respectively invested the amounts for the purposes which has been duly recorded in the book of accounts.

AND WHEREAS although the above proposals had been accepted and resolutions were passed and Consent Letter dated 12th March 2006 was signed and decisions were being implemented by virtue of the same in the form of investment of moneys and revamping and giving a face lift to the N. M. Wadia Hospital having begun along with beautification and landscaping, the said proposals and decisions remained to be recorded and executed inadvertently in the form of a concise document or writing;

AND WHEREAS in pursuance of the above, a Memorandum of Understanding was executed on 30th October 2008 between the Poona Christian Medical Association - Party of the First Part and the Transworld Education Academy Pvt. Ltd - Party of the Second Part and the CNITA(MC) as the Confirming Party on the understanding recorded therein;

AND WHEREAS as per the above said Memorandum of Understanding dated 30th October 2008 was executed in confirmation of the Joint Arrangement which had commenced on 1st March 2006 for a minimum period of six years at the first instance, renewable thereafter on mutual terms upon completion of five years and after following the process renewable for further eleven years;

THE POONA CHRISTIAN MEDICAL ASSOCIATION		
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AND WHEREAS the aforesaid Joint Arrangement of the N.M. Wadia Hospital as duly approved by the Poona Christian Medical Association vide Resolution No: 2006:23 and Circular Resolution No.1 of 2008 dated 29th May 2008 was renewed for a further period of eleven years w.e.f. 1st March 2012 on the existing terms, conditions and understanding recorded in the Memorandum of Understanding dated 30th October 2008 vide Circular Resolution No.1 of 2012 dated 14th February 2012;

AND WHEREAS the Transworld Education Academy Pvt. Ltd. vide its letter dated 5th April 2017 informed that it was in the final stage of completing the entire renovation and modernization work of the N. M. Wadia Hospital and expected it to be operational as soon as possible. It also expressed concerns and matters regarding the existing Joint Arrangement management as detailed in the same communiqué that since huge funds had been invested and further funds were yet to be invested, therefore they wanted to substitute the Transworld Education Academy Pvt. Ltd with the Transworld Healthcare Pvt. Ltd. which had been incorporated solely for the purpose of healthcare management and education and requested that a new Memorandum of Understanding be executed in continuation between the Poona Christian Medical Association and Transworld Healthcare Pvt Ltd with the addition of new clauses as mutually accepted by all the parties concerned.

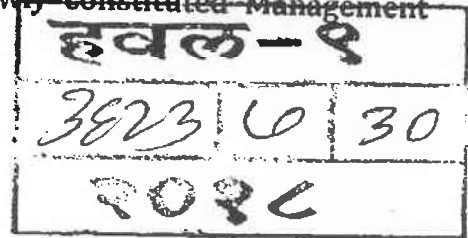
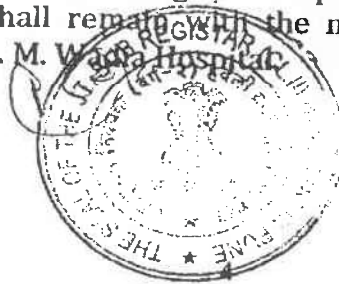
AND WHEREAS the above request was presented in the Extra Ordinary General Meeting of the Poona Christian Medical Association held in the N. M. Wadia Hospital on 8 April 2017 and duly accepted in regard to substitute the Transworld Education Academy Pvt. Ltd with the Transworld Healthcare Pvt. Ltd;

AND WHEREAS after discussions a Sub Committee was appointed comprising the Office Bearers of the PCMA which was entrusted with a task of reviewing the terms of the said MOU dated 30.10.2008 as per the request of Transworld Education Academy Pvt. Ltd.

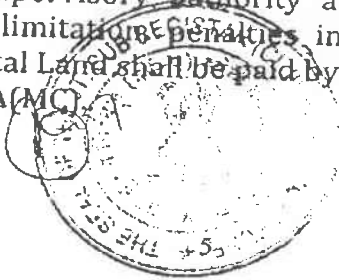
AND WHEREAS the Sub Committee met and having discussed the matter made recommendations which were duly approved by the PCMA in its meeting dated 29 April 2017 with amendments. This said MOU is being executed and is in continuation of the earlier MOU dated 30.10.2008 as under:-

IT IS HEREBY UNDERSTOOD BY AND BETWEEN THE PARTIES AS UNDER:

1. The Transworld Healthcare Pvt. Ltd. having been committed to the objects as listed out in the Memorandum of Association of the PCMA and Transworld Healthcare Pvt. Ltd shall invest the sum committed in due course of time in order to strengthen the process of revival of the Hospital. Such investment shall remain with the newly constituted Management Committee of the N. M. Wadia Hospital.



- as per the project report to develop this hospital.
3. At present the Party of the Second Part has made an investment as per the balance sheet of N.M Wadia Hospital till date.
 4. The Transworld Healthcare Pvt. Ltd and its predecessor bodies i.e. The Transworld Education Academy Pvt. Ltd and St. Andrews International Academy have paid the salaries of the staff of N. M. Wadia hospital and other statutory expenses since 1st March, 2006 from the commencement of Joint Management Arrangement.
 5. The period of the JOINT ARRANGEMENT shall be for 23 years renewable thereafter on mutual terms and conditions based on the evaluation and assessment of the success of the Joint Arrangement. However an evaluation will be made upon completion of 10 years. Similarly the exit period shall also be done on mutual terms and conditions and understanding between the parties concerned.
 6. The Joint Arrangement shall commence on the execution of these presents under the appointment of the Joint Management Committee of the Hospital under the provisions of the constitution of PCMA.
 7. The PCMA shall be bound to appoint Nursing Superintendent/Principal, School of Nursing/Business Manager/Administrator of the Hospital on the recommendation of the Transworld Healthcare Pvt. Ltd.
 8. The Western Regional Board of Health Services, CNI shall also be bound to appoint the Director/Medical Superintendent of the Hospital on the recommendation of the Transworld Healthcare Pvt. Ltd.
 9. The Management Committee shall be always bound to elect a Chairman of the Hospital on the recommendation of the Transworld Health Care Pvt. Ltd.
 10. The Joint Management Committee shall entirely manage the N. M. Wadia Hospital under the provision of the PCMA constitution and is bound to follow the provisions of the Bombay Public Trust Act/Directive of the Charity Commissioner from time to time. The prescribed percentage shall be credited to the Indigent Patient Fund as per the provisions of the Maharashtra Public Trust Act, 1950. This may vary from time to time as per the directives of the Charity Commissioner.
 11. All outgoings of Municipal taxes, property taxes, and any kind of cess, taxes, charges and duties (including without limitation any increases in the said taxes, cesses, charges and duties) imposed by any local governmental or supervisory authority and/or municipal corporation (including without limitation penalties, interest and fines thereof) in respect of the Hospital Land shall be paid by Joint Management Committee in the name of CNITA (MCI).



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12. PCMA and CNITA(MC) shall not conduct any business or lease, license for the transfer of, creation of any lien or encumbrance over any of the hospital land and building and or any other assets of the hospital which are material for carrying on the activities of the N.M.Wadia Hospital.

13. PCMA and CNITA(MC) shall not conduct or in any manner part with physical possession of the hospital, land and the said premises as described herein before in this agreement.

14. PCMA and CNITA(MC) shall not enter into any agreement written or otherwise, similar to this agreement with any third party during the existence of this agreement.

15. The Joint Management Committee shall prepare a Master layout plan of the N. M. Wadia Hospital of the campus, based on engineering assessment of the existing structures and space allocation analysis, based on current and future needs of the Hospital. It shall be authorized to demolish the dilapidated and the unwanted and unplanned structures in order to construct the new structures for revamping the Hospital. It shall also be responsible for the face lift of the N. M. Wadia Hospital, beautification and landscaping of the campus, creation of parking areas and security systems.

16. The parties hereto declare, confirm and reiterate that under the Joint Arrangement, the constitution of the PCMA shall be followed strictly. The day to day management of the Hospital shall be entrusted by the Joint management committee to the person/persons, administrator or administrators duly recommended by the representative of the Transworld Healthcare Pvt. Ltd. The said arrangement is irrevocable and undisputable.

17. The main focus of the Joint Management Committee of the N. M. Wadia Hospital shall be to improve its out-patients, in-patients especially creating, establishing, and developing an OPD Block, diagnostic centre, super specialties, research and educational centre and introduce new clinical programmes and improve patient facilities.

18. The Transworld Healthcare Pvt. Ltd - Party of the Second Part in particular shall do the following :-

- a) expand the Hospital to be a minimum of 400 bedded Hospital;
- b) build a 120 to 125 bedded ICU, 11 Operation theaters with latest modern equipments and facilities (state of the art facilities);
- c) parking facility for a minimum of 350 vehicles;
- d) studio apartments for relatives of the patients and patients with prolonged treatment;
- e) renovation and expansion of doctors residence;
- f) start alternative medicine and allied health courses; and
- g) collaborate with foreign universities and hospitals.

and employ human resources, equipping them with modern techniques offering qualitative services to improve their technical efficiency, behavior, communication skills for having a healthy holistic environment of the Hospital on the recommendation of the Transworld Healthcare Pvt. Ltd.

- i) The Joint Management Committee or its Special Committee shall have absolute authority over the management and administration of the N.M. Wadia Hospital including its finances. The prime signatory shall be designated by The Transworld Healthcare Pvt. Ltd. which will operate the accounts alongwith any one:- the Business Manager/Administrator/CEO of the Hospital.
- j) The Joint Management Committee shall appoint a Special Committee which will be known as "Internal Management and Administration Committee of the Hospital". This Special Committee shall consist of the following members :-

1. Chairman of the Joint Management Committee
2. Treasurer of the Hospital
3. Business Manager of the Hospital
4. Hospital Administrator/Chief Executive Officer of the Hospital



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The Special Committee shall have a right to co-opt one member who is having a vast and deep knowledge of the Hospital functioning, management and administration of the Hospital, if it is required.

This Special Committee constituted under the provisions of the constitution of PCMA shall act on behalf of The Management Committee of the Hospital. The decisions taken by the Special Committee of the Hospital shall be final and binding upon the Joint Management Committee. This Special Committee shall also have a right to frame bye-laws, rules and regulations for conducting the day to day business and administration of the Hospital on behalf of the Joint Management Committee.

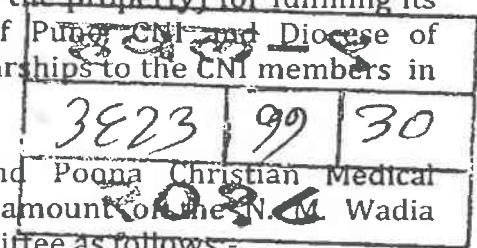
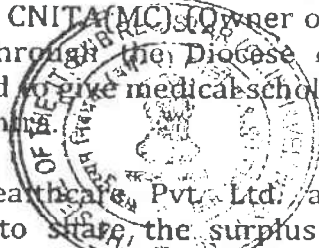
19. The Transworld Healthcare Private Limited shall invest the amounts as required for the establishment of the Hospital. The investments shall be done directly or through its associates or sister concern organizations or company, which may be situated in India or abroad. They may invest by providing equipments or moveable assets to the Hospital for its operation. The said investment may be in kind or cash and service and shall be regarded as investments of Transworld Healthcare Pvt. Ltd. The Joint Management Committee has nothing to do with the said internal arrangement of the Transworld Health Care Pvt. Ltd. or through its associates or sister concern organizations or company except recording the value of the equipments or assets in its books.

20. The amount invested by the PCMA/CNITA(MC) which is Rs. 75 Lacs only shall be refunded to the CNITA(MC) within a period of three years out of the surplus funds of the Hospital.

(Handwritten signatures and initials)

through the newly Constituted Joint Management Committee of N. M. Wadia Hospital and has given assurance that the Hospital shall be operational by April 2018.

22. The Transworld Healthcare Pvt. Ltd, and Poona Christian Medical Association agreed that 5% out of the surplus of the N. M. Wadia Hospital shall be given to the CNITA(MC) (owner of the property) for fulfilling its aims and objects through the Diocese of Pune, CNI and Diocese of Marathwada, CNI and to give medical scholarships to the CNI members in the State of Maharashtra.
23. The Transworld Healthcare Pvt. Ltd. and Poona Christian Medical Association agreed to share the surplus amount of the N. M. Wadia Hospital under the Joint Management Committee as follows:-
- The share of the income of Transworld Healthcare Pvt. Ltd. shall be 78%
 - The share of the income of Poona Christian Medical Association shall be 22% which will be used as follows:-
 - 15% of the income share shall be refunded to the Transworld Healthcare Pvt. Ltd. on account of investment of Transworld Healthcare Pvt. Ltd.
 - 2% of the income to the PCMA for fulfilling its aims and objects
 - 5% of the income to the CNITA(MC) for purchasing a piece of land in future for expanding the work of N. M. Wadia Hospital.
24. The Party of the First Part shall further authorize the Party of the Second Part for getting all requisite permissions/ sanctions as are required for the expansion and construction of the existing Hospital Building.
25. The Joint Management Committee of N. M. Wadia Hospital shall be empowered to raise loans from banks, financial institutions and also to raise funds through donations or by any other means or programme duly approved by the Joint Management Committee of the N.M. Wadia Hospital against the moveable assets/equipments, infrastructure and building of the hospital.
26. The Joint Management Committee of N. M. Wadia Hospital shall be further authorized to raise loans from banks and financial institutions against the movable and immovable resources of the hospital including the land duly recommended by the Poona Christian Medical Association and approved by the CNITA(MC) after an investment of 80 Crores.
27. The Poona Christian Medical Association/CNITA(MC) and the Joint Management Committee of the Hospital shall provide an Irrevocable Power of Attorney duly executed and notarized or registered in favour of the person nominated by the Transworld Healthcare Pvt. Ltd. by giving full and all irrevocable rights and authority to the Transworld Healthcare Pvt. Ltd. specifically to apply for and obtain on behalf and in the name of the



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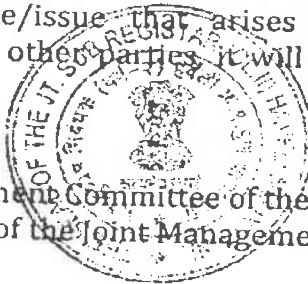
applicable conditions and to do additionally all other acts, deeds and things that may be required by the Transworld Healthcare Pvt. Ltd. to perform its obligations as per the terms of the Memorandum of Understanding.

28. The PCMA and the Transworld Healthcare Pvt. Ltd are hereby agreed that both the parties are entitled to give written notice of three months for terminating the said joint arrangement by giving specific reasons after completion of the period of 10 years. The investment made by the concerned party shall be refunded back to the other party as per the terms and conditions mutually agreed between the parties within 30 days.
29. The Transworld Healthcare Pvt. Ltd shall indemnify and keep indemnified the PCMA and the CNITA(MC) against all actions in regard to the Joint Management Committee and this Agreement or Understanding and for any defects or actions arising there from.
30. All educational courses i.e. the Nursing College or any other Para Medical and Medical courses shall be carried on by the Joint Management Committee. The status of the minority students shall be followed at any cost keeping in view the minority status of the N. M. Wadia Hospital.

31. All the buildings, structures, equipments, fixtures or any infra structure development created during the term of the Joint Arrangement shall vest in the PCMA in the event of Transworld Healthcare Pvt. Ltd exiting, and Transworld Healthcare Pvt. Ltd shall have no right to claim anything out of these movable and immovable property. The Transworld Healthcare Pvt. Ltd is entitled to get back its investment as duly mentioned in the accounts book as per the Valuation made by duly recognized government approved valuer of all the buildings, assets, equipments, furniture, fixture and etc on that day.

32. If there is any dispute/issue that arises between the Transworld Healthcare Pvt. Ltd. and other parties, it will be settled by a Committee consisting of :-

- i. Chairman of the PCMA
- ii. Chairman of the Management Committee of the Hospital
- iii. Mr. Prem Masih (Mentor of the Joint Management Arrangement)



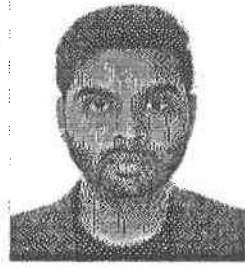
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If the said dispute/issue is not settled, the matter shall go for Arbitration under the provisions of the relevant Laws of India.

33. Under the Joint Arrangement there shall never be the issue of changing the Christian approach, ethics and policy of the Hospital.
34. The Memorandum of Understanding will be executed with Transworld Healthcare Pvt. Ltd. which is the successor to the Transworld Education Academy Pvt. Ltd



POONA CHRISTIAN MEDICAL ASSOCIATION
through its Secretary, Dr. S. R. Rahator
PARTY OF THE FIRST PART



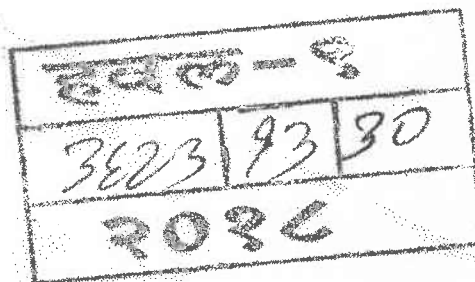
TRANSWORLD HEALTHCARE PVT LTD.
through its Director, Kadwin Koil Pillai
PARTY OF THE SECOND PART

CHURCH OF NORTH INDIA TRUST
ASSOCIATION (MAHARASHTRA COMMITTEE)
through its Constituted Attorney B.S.Chakranarayan
CONFIRMING PARTY



WITNESS

1. *C.P. Peter*
Christopher. Richard Peter
827, Kharwan Peth,
Pune 411 042.
2. *S.H. Khanolkar*
Soleman. H. Khanolkar
285 Shaktinagar Peth
Pune 2.





GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Pune
Pune PMT Building , 3rd Floor , Deccan Gymkhana

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that Transworld Healthcare Private Limited is incorporated on this Twenty Fourth day of March Two Thousand Fifteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U85100PN2015PTC154472.

Given under my hand at Pune this Twenty Fourth day of March Two Thousand Fifteen.



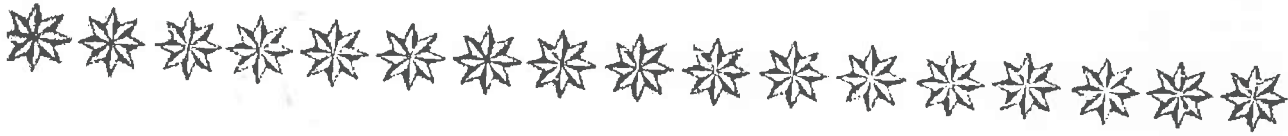
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२०१५		

Validity Unknown

SHINDE AMOL BHAGWAN
Assistant Registrar of Companies
Maharashtra

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

Transworld Healthcare Private Limited
N M Wadia Hospital Campus, 283, Shukrawar Peth,
Pune - 411002,
Maharashtra, INDIA



Secretary :

Chairman :

Dr. S. R. Rahator, M. D (Bom.)

Telephone { Office : 24470793
Residence : 24472889

Extract Of The Minutes Of The Special Extra- Ordinary Meeting Of The Society Of The Poona Christian Medical Association Held On The 29th April 2017 At 11:00 Am At The N.M Wadia Hospital, 283 Shukrawar Peth, Pune-2

2017:26 : Report of the Sub Committee to study the MOU Between PCMA/CNITA (MC)/ Transworld Education Pvt. Ltd.

A sub-committee was appointed by the Poona Christian Medical Association in its Extra-Ordinary General Meeting held in the N.M Wadia Hospital on 8th April 2017 at 12 noon. The sub-committee comprised of the office bearers of the Poona Christian Medical Association viz. Ret Rev. M.U Kasab - President; Dr. C.D Moses - Vice President, Dr. S. R Rahator- Hon Secretary and Mr. Prem Masih - Hon Treasurer. The Sub Understanding entered into between the P.C.M.A and Transworld Education Academy Pvt. Ltd and the CNITA(MC) dated 30/10/2008.

The Following were present:

Ret Rev. M.U Kasab - President

Dr. C.D Moses - Vice President

Dr. S. R Rahator- Hon Secretary

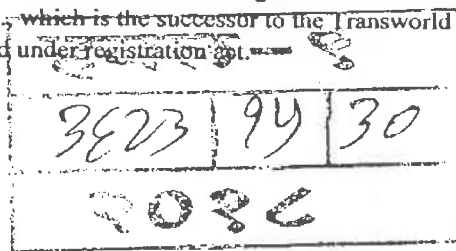
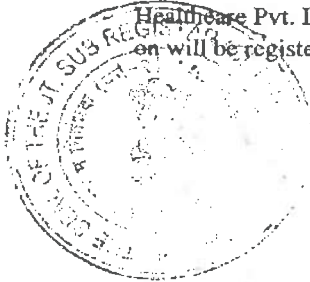
Mr. Prem Masih - Hon Treasurer


Dr. Nitin Joseph - Medical Superintendent, N.M Wadia Hospital (Invitee)

The Sub- Committee met on 8th April and studied the existing MOU and brought the following recommendations which were discussed thoroughly and made the amendments as follows:

1. The term of the New Memorandum of Understanding shall be 23 years which will be renewed with mutual understanding.
2. The Transworld Healthcare Pvt. Ltd and Poona Christian Medical Association agreed that 5% out of the surplus of the N.M Wadia Hospital shall be given to the CNITA (MC) (Owner of the property) for fulfilling its aims and objectives through the diocese of Pune, CNI and the Diocese of Marathwada, CNI and to give medical scholarships to the CNI members in the Maharashtra.
3. The share of the income of Transworld Healthcare Pvt. Ltd. shall be 78%
 - i. The share of the income of Poona Christian Medical Association shall be 22% which will be used as follows:-
 - a. 15% of the income share shall be refunded to the Transworld Healthcare Pvt. Ltd. on account of investment of Transworld Healthcare Pvt. Ltd.
 - b. 2% of the income to the PCMA for fulfilling its aims and objects
 - c. 5% of the income to the CNITA(MC) for purchasing a piece of land in future for expanding the work of N. M. Wadia Hospital.

4. The New Memorandum of Understanding will be executed as soon as possible with Transworld Healthcare Pvt. Ltd. which is the successor to the Transworld Education Academy Pvt. Ltd and later on will be registered under registration act.




DR. S. R. RAHATOR, M.D.
 SECRETARY
 Poona Christian Medical Association
 283, Shukrawar Peth, Pune-411 002.

Secretary :

Dr. S. R. Rahator, M. D. (Bom.)

Chairman :

Telephone { Office : 24470793
Residence : 24472889

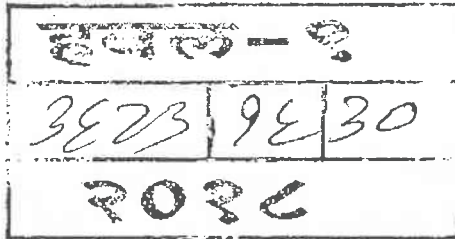
IT WAS UNANIMOUSLY RESOLVED to receive and approve the recommendations of the Sub-Committee in regard to the new terms and conditions MOU. The said MOU will be executed as soon as possible and later on will be registered under the Indian Registration Act, if possible.

IT IS FURTHER RESOLVED to authorise Dr. S.R Rahator the secretary of the PCMA to sign and execute the said MOU on the above stated recommendations approved by the PCMA.

It is noted that Mr. Bhal Chakranarayan, the Constituted Attorney CNITA(MC) shall sign the MOU on behalf of CNITA (MC) -the Confirming Party.



DR. S. R. RAHATOR, M.D.
SECRETARY
Poona Christian Medical Association
283, Shukrawar Path, Pune-411 002.


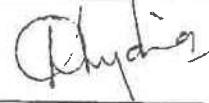
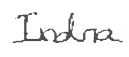


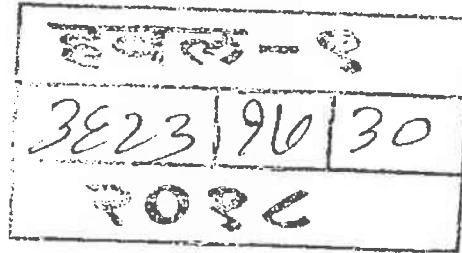
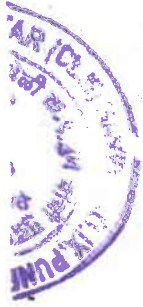
Board of Directors Meetings

Attendance Register

DATE	02.FEB.2017
TIME	11:00 A.M
VENUE	N.M. Wadia Hospital Campus, 283, ShukarwarPeth, Pune- 4110004

Attendance sheet

1	Mr. Kadwin Koil Pillai	Director 
2	Mrs. Jecinta David Koil Pillai	Director 
3	Mrs. Indra Antony Pillai	Director 



Email: jecinthakpillai@gmail.com

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRANSWORLD HEALTHCARE PRIVATE LIMITED HELD ON, 02.FEB.2017 COMMENCED AT 11.00 A.M, AT N.M. WADIA HOSPITAL CAMPUS, 283, SHUKARWAR PETH, PUNE- 4110004 AND CONCLUDED AT 11.30 A.M

Present:

Mrs. Jecintha David Koil Pillai- Director
Mr. Kadwin Koil Pillai – Director
Mrs. Indra Antony Pillai- Director

1. Chairman

Mrs. Jecintha David Koil Pillai presided over the meeting.

2. Confirmation of Previous minutes

Minutes of the previous meeting were read and confirmed.

3. Authority to be given to Mr. Kadwin Koil Pillai for entering into, representing and executing the joint Arrangement as entered into between PCMA and Transworld Healthcare Private Limited for management and running of N.M. Wadia Hospital, Pune


Transworld Healthcare Private Limited, has now decided to enter into an amend joint arrangement to run N.M. Wadia Hospital in the name of Transworld Healthcare Private Limited for a period of Twenty Three Years and that Mr. Kadwin Koil Pillai be given the authority/power to be the authorised signatory and representative of Transworld Healthcare Private Limited and execute all documents in this regards.

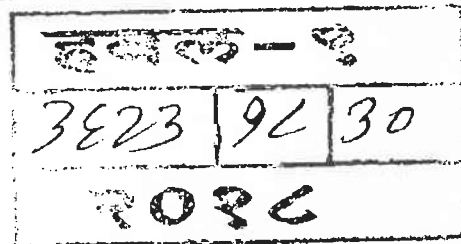
The following resolution was then passed unanimously.

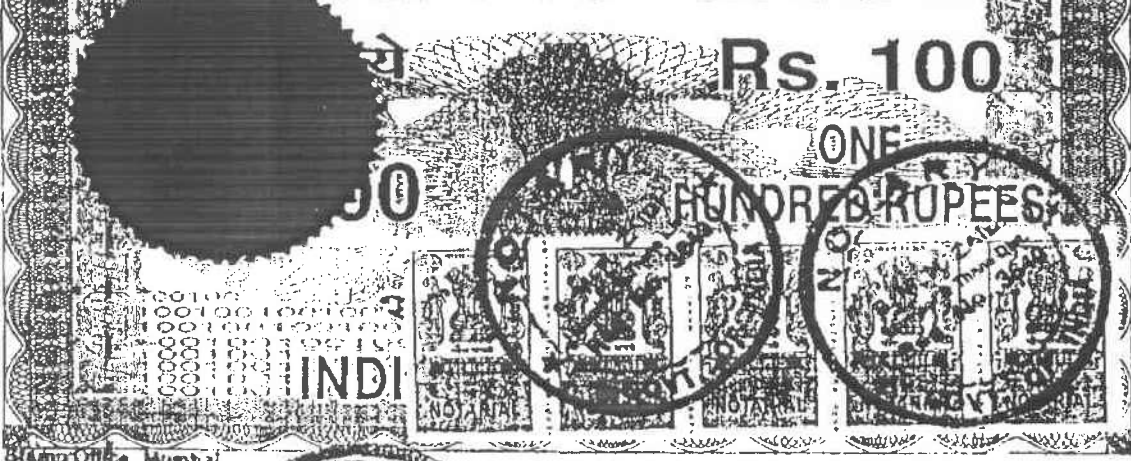
“Resolved that Mr. Kadwin Koil Pillai Director of Transworld Healthcare Private Limited be given the authority/power to be the authorised signatory and representative of Transworld Healthcare Private Limited and execute all documents in this regards”.

7. Vote of thanks

The meeting terminated with a vote of thanks.


Chairman
Date: 02/02/17





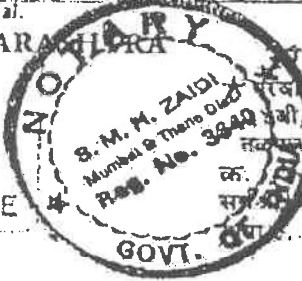
Dist Stamp Office, Mumbai.

V. No. महाराष्ट्र, MAHARASHTRA

CD 585275

15 SEP 2009

15 SEP 2009



अरुणा अरुण वाशिर्डे
विवाहाधारक मुद्रांक विक्रेता क्र. ५९ *
श्री. जोगाजी वाशी, खंडेराव विल्डींग,
तकमाना, ठम व. ७, मिहणान, पुणे-४११००४
क. २९.९
सुप्रसिद्धी
Maharashtra Committee
19, August Kranti Marg,
BOMBAY-400 007
महाराष्ट्र कमिटी
मुद्रांक विक्रेता
AA-1

SHRI. K. R. MADGE

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS :

That the CHURCH OF NORTH INDIA TRUST ASSOCIATION (MAHARASHTRA COMMITTEE) is a Registered Trust, registered under the Bombay Public Trust Act 1950 and bearing registration No. E-9355 (BOM) and having its Registered Office at 'OMEGA' Building 19 August Kranti Marg, Mumbai 400 007, hereinafter referred to as the said Committee.

AND WHEREAS for the proper management and administration of the properties and funds, the Church of North India Trust Association (Maharashtra Committee) has decided vide Resolution No. CNITA(MC) 34-2008-481 in its meeting held on 10 March 2008 has authorised to issue a Fresh General Power of Attorney to Mr. B. S. Chakranarayan of the said Trust jointly and severally by Mr. Prem Masih, Managing Trustee and Dr. V. J. Sirwaiya of the said Committee.

NON HAVELI NOTARY

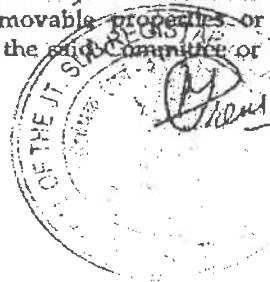


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the date on which a communication to that effect is received by the holder of the Power of Attorney from the said "Committee" The holder of this Power of Attorney whose Power of Attorney is withdrawn shall be bound to return to the said Committee this instrument within seven days of receipt of communication to that effect from the said Committee.

Therefore, by these presents the said Church of North India Trust Association (Maharashtra Committee) through its Managing Trustee, Mr. Prem Masih and Trustee, Dr. V. J. Sirwaiya APPOINTS MR. B. S. CHAKRANARAYAN of the said Committee residing at 1A Staveley Road, Camp, Pune - 411 001, age : adult to be the lawfully appointed Attorney of the Church of North India Trust Association (Maharashtra Committee) to act in the name of and on behalf of the said Committee and do all lawful deeds and things that the said Committee is entitled to do through its duly appointed Attorney or Attorneys and without prejudice to the generality to the Power of Attorney conferred above the said Attorney shall have the power to do the following things in the name of and on behalf of the said Committee.

1. To manage, buy, sell, mortgage, transfer, give on lease, or hire, to acquire or dispose off, to receive rents and profits of all movable and immovable properties which or to which the said Committee now is or at anytime hereafter shall or may become seized, possessed or entitled for any estate or interest whatsoever and to give receipts and discharge for the same. Further to state that all transactions of alienation of immovable property in any manner whatsoever as stated above shall be undertaken by the said Attorney on the authority of the said Committee as incorporated in the duly passed Resolution communicated to him.
2. To execute, and register all documents relevant to all such acts, and do all acts or things as may be necessary or expedient for the above purposes and to present for registration and admit execution of documents executed by them as Attorneys of the Church of North India Trust Association (Maharashtra Committee) before the proper sub-registrar.
3. To institute, conduct, defend, compound or abandon any legal proceedings in any Court of law by or against the Committee or otherwise concerning the affairs of the said Committee.
4. To settle, adjust, submit to arbitration or compromise all actions, accounts, claims and demands which are now or hereinafter pending between the said Committee and any person or persons or body or organization whatsoever in such manner as the said Attorney shall deem fit and in that or other regard to issue all appropriate receipts, to give and receive quittance as accounts or both and to give receipts and discharge for the same.
5. To use and take all lawful ways and means for recovering and protecting any of the said movable and immovable properties or any part thereof, belonging to or supposed to belong to the said Committee or of which the Committee may at any



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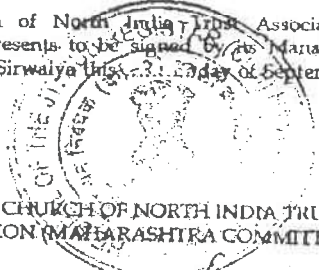
time hereinafter become seized, possessed or entitled for any estate or interest whatsoever.

6. To appoint from time to time any Advocate, Attorney at law, Pleader or any other person/s to execute and perform any of the matters or things, to appear in Courts of law in any suit, case or appeal of any nature whatsoever concerning the affairs of the said Committee.

To appoint from time to time one or more Attorney/Attorneys on their behalf to do acts of a specific nature only and they shall be binding upon the said Trust Association as if done by its Committee or by its Attorney/Attorneys.

8. To do generally all other acts, deeds, matters and things in the premises as fully and effectively as the said Committee should or might do the same as if acting herein as principals or otherwise than by delegation the Committee hereby ratifying and confirming and agreeing for themselves their successors and assigns to ratify and confirm all whatever that the said Attorney shall do or lawfully cause to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF the said Church of North India Trust Association (Maharashtra Committee) has caused these presents to be signed by its Managing Trustee, Mr. Prem Masih and Trustee, Dr. V. J. Sirwaiya on this 23rd day of September 2009 at Mumbai.



FOR THE CHURCH OF NORTH INDIA TRUST ASSOCIATION (MAHARASHTRA COMMITTEE)

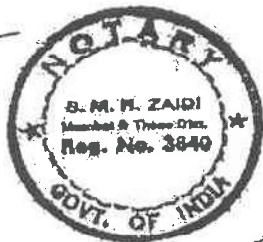
Prem Masih
PREM MASIH
MANAGING TRUSTEE

WITNESSES

1. *Blatras*

2.

[Signature]



Dr. V. J. Sirwaiya
DR. V. J. SIRWAIYA
TRUSTEE

BEFORE ME
[Signature]
S. M. H. ZAIDI
NOTARY 23/09/09
Government of India
Mumbai & Thane Dist.
23 SEP 2009

REGISTERED SERIAL NO. 13376
DATE 23/09/09

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S. U. Nathani
Advocate, High Court Mumbai
2nd Floor, Kujandha Nagar,
Datta Padi, Goregaon (East),
Mumbai - 400 058.

EXTRACT FROM THE MINUTES OF THE MEETING OF THE CHURCH OF NORTH INDIA TRUST ASSOCIATION (MAHARASHTRA COMMITTEE) HELD ON 10 MARCH 2008

CNITA(MC)
34-2008-480

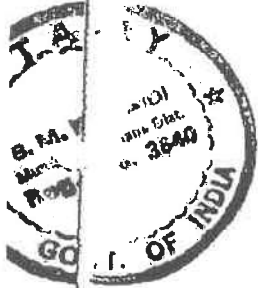
ISSUANCE OF GENERAL POWER OF ATTORNEY IN FAVOUR OF MR. PREM MASIH, MANAGING TRUSTEE

The Managing Trustee informed that a General Power of Attorney was issued to Adv. B. S. Chakranarayan on 20 March 1992 by the then Honorary Secretary, Mr. H. B. Uzgare on behalf of the CNITA(MC). He further informed that Mr. H. B. Uzgare had ceased to be the Honorary Secretary of the CNITA(MC) and it was therefore necessary to issue a fresh General Power of Attorney in order to avoid legal complications.

The matter was discussed and IT WAS RESOLVED that a fresh General Power of Attorney of Church of North India Trust Association (Maharashtra Committee) be issued in favour of Advocate B. S. Chakranarayan.

FURTHER RESOLVED to authorize any TWO out of the following THREE to issue the said General Power of Attorney.

1. Rev. Dr. Enos Das Pradhan
2. Dr. V. J. Sirwaiya
3. Mr. Prem Masih



Certified True Copy

PREM MASIH
Managing Trustee
C. N. I. Trust / Association
(Maharashtra Committee)

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स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAATC2280L

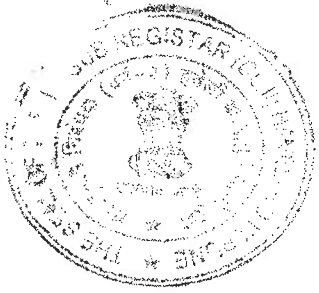


नाम / NAME

CHURCH OF NORTH INDIA TRUST
ASSOCIATION (MAHARASHTRA COMMITTEE)

दिनांक/बनने की तिथि / DATE OF INCORPORATION/FORMATION
15-09-1983

सहायक निदेशक (प्रणाली)
DIRECTOR OF INCOME TAX (SYSTEMS)



हकर - १		
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वर्गीय खाते संख्या / PERMANENT ACCOUNT NUMBER

AAWPC6596P



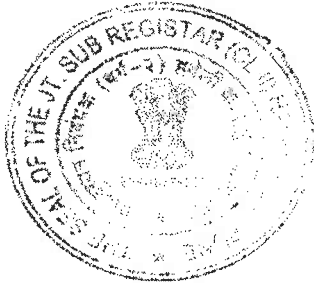
व्यक्ति का नाम
BHALCHANDRA SAMUEL
CHAKRANARAYAN

पिता या माता का नाम / FATHER'S NAME
SAMUEL BHASKAR
CHAKRANARAYAN

जन्म तिथि / DATE OF BIRTH
29-12-1957

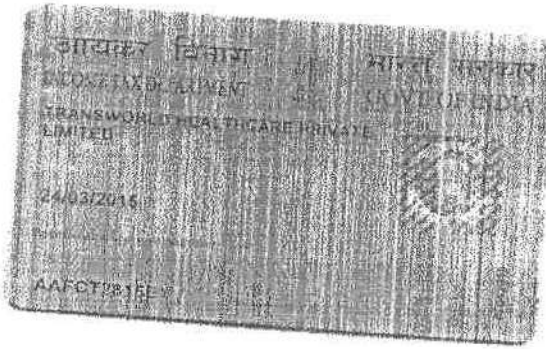
व्यक्ति का हस्ताक्षर / SIGNATURE

आयकर अधिकारी /
Commissioner of Income-tax



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TRANSWORLD HEALTHCARE PVT. LTD.
DIRECTOR



हस्ताक्षर-२		
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ANVELL No.

4106 6187 4479

आधार - सामान्य माणसाचा अधिकार

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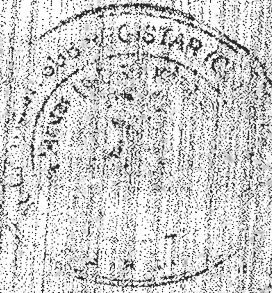
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पत्ता: ४०१००२, ११११, ११११, ११११
११११, ११११, ११११, ११११
११११, ११११, ११११, ११११
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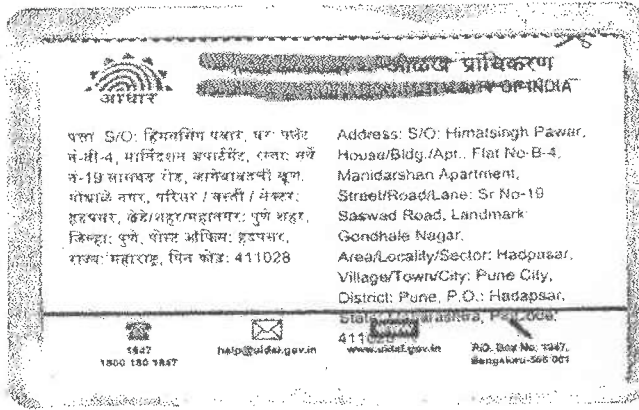
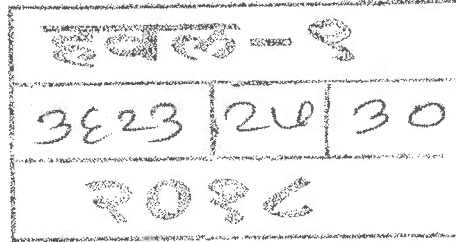
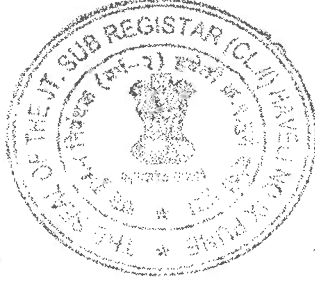
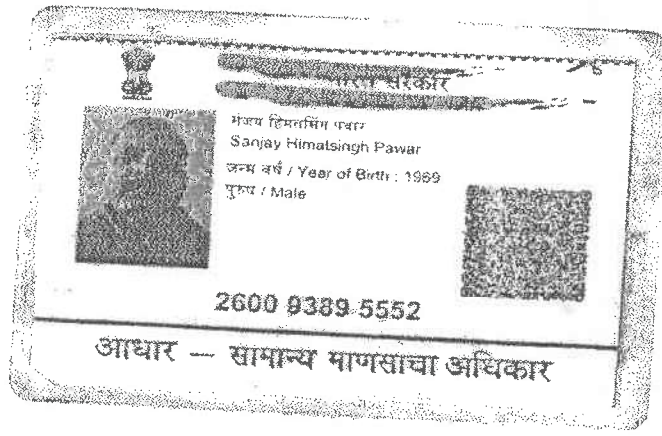
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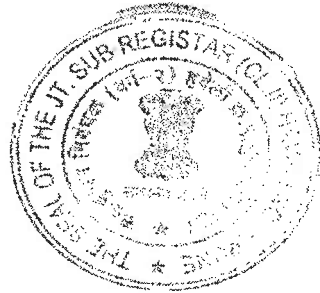


३४७३-२६-३०		
३४७३	२६	३०
२०१८		



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बाजार मूल्य: रु. 00/-

मोबदला: रु. 00/-

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1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

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अ. क्रं. 3623 वर दि. 21-04-2018
रोजी 12:35 म.नं. वा. हजर केला.

पावती: 4972

पावती दिनांक: 21/04/2018

सादरकरणाराचे नाव: लिहून ठेवणार नंबर 1) ट्रान्सवर्ल्ड
हेल्थकेअर प्रा. लि. तर्फे डायरेक्टर श्री. कॅडविन कोईल पिल्ले

दस्त हजर करणाऱ्याची सही:

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 640.00
पृष्ठांची संख्या: 32	

एकुण: 30640.00

सह दुय्यम निबंधक, हवेली-9

सह दुय्यम निबंधक, हवेली-9

दस्ताचा प्रकार: कार्यकंत्राट

मुद्रांक शुल्क: (ब) ते दहा लाख रूपयांपेक्षा आंकि असेल तर

शिक्का क्रं. 1 21 / 04 / 2018 12 : 35 : 54 PM ची वेळ: (सादरीकरण)



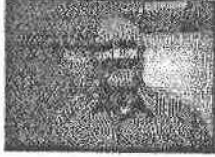
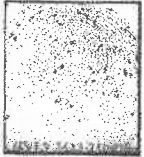

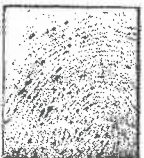
शिक्का क्रं. 2 21 / 04 / 2018 12 : 39 : 28 PM ची वेळ: (फी)



प्रतिज्ञापत्र
* सदा दस्तऐवज हा नोंदणी क्रमव्यय १९०८ अंतर्गत असलेल्या कायद्यानुसारच नोंदणीस दाखल केलेला आहे. * दस्तावेजाचा संपूर्ण मजकूर, निष्पादक व्यक्ती, सादर करणारा व सोबत जोडलेल्या कागदपत्रांचा मजकूर तपासणी करिते. * दस्तावेजी सत्यता, वैधता व सादर करणारी याची यादी दस्त निष्पादक व कानूनी वारक हे तसेच जबाबदार राहतील. * दस्तऐवज जाहीर व्हावे व्हावे, कुलदुर्घटनेने वारक व्यक्ती इत्यादी भ्रमावट व अशा आल्यास याची संपूर्ण जबाबदारी निष्पादकाची राहिली.

लिहून देणारे: लिहून देणारे:







अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: लिहून ठेवणार नंबर 1) ट्रान्सवर्ल्ड हेल्थकेअर प्रा. लि. तर्फे डायरेक्टर श्री. कॅडविन कोईल पिल्ले - - पत्ता: -, -, 901/902 ए-2 डी विंग माणिकचंद मालाबार सर्कल नं 595/2 कोंढवा रोड सुल्ताननगर पुणे, -, -, आंध्र, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:	लिहून देणार वय :-23 स्वाक्षरी:-		
2	नाव: लिहून ठेवणार नंबर 2) पुना स्विचन मेडीकल असोसिएशन तर्फे सेक्रेटरी डॉ. एस. आर. रहाटोर - - पत्ता: -, -, एन एम वाडीया हॉस्पिटल 283 शुक्रवार पेठ पुणे, -, -, ं. फुळे मार्केट, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:	लिहून देणार वय :- 50 स्वाक्षरी:-		
3	नाव: मान्यता देणार - चर्च ऑफ नॉर्थ इंडीया ट्रस्ट असोसिएशन (महाराष्ट्र कमिटी) तर्फे अंधोराईज कन्स्टीट्युटेड अर्टनी श्री. बी. एस. चक्रनारायण - - पत्ता: -, -, ओमेगा बिल्डींग 19 ऑगस्ट क्रांती मार्ग मुंबई, -, -, भारत नगर (०६बाई), MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:	मान्यता देणार वय :-60 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित कार्यकंत्राट चा दस्तऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 21 / 04 / 2018 12 : 41 : 00 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: संजय - पवार वय: 48 पत्ता: हडमसर पुणे पिन कोड: 411028		
2	नाव: श्री मंगेश खरात वय: 48 पत्ता: वानवडी पुणे पिन कोड: 411040		

शिक्का क्र.4 ची वेळ: 21 / 04 / 2018 12 : 41 : 56 PM

सह दुय्यम निबंधक, हवेली-9

प्रमाणित करण्यात येते की
या दस्तावेज एकूण 20 पृष्ठे आहेत.
पहिले नंबरचे पुरतकामे
3623 नवरी नोंदवला

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अर्ज प्राप्त दिनांक 25/08/209C
धे अर्जावरून. 209C
यांना दिली दिनांक 25/08/209C

सह.दु.नि. (वर्ग-२) हवेली क्र. ९ सह.दु.नि. (वर्ग-२) हवेली क्र. ९

