

FORTIS HEALTHCARE LIMITED

Regd. Office: Escorts Heart Institute And Research Centre, Okhla Road, New Delhi – 110 025



NOTICE OF POSTAL BALLOT TO THE SHAREHOLDERS

(Pursuant to Section 192A of the Companies Act, 1956 read with the Companies (Passing of the Resolution by Postal Ballot) Rules, 2011)

Dear Member(s),

In terms of Section 192A of the Companies Act, 1956, as amended (the "**Companies Act 1956**"), read with the Companies (Passing of the Resolution by Postal Ballot) Rules, 2011, as amended (the "**Postal Ballot Rules**"), a listed company may propose any resolution to be passed through Postal Ballot in accordance with the provisions contained therein.

Your consideration and approval by Postal Ballot is sought to the enclosed Resolution.

An Explanatory Statement, pursuant to Section 102 of the Companies Act, 2013 (the "**Companies Act 2013**") read with Section 192A of the Companies Act 1956, setting out the material facts and the reasons for the Resolution is annexed hereto along with a 'Postal Ballot Form' for your consideration. The Company has appointed Mr. Mukesh Manglik, Company Secretary in whole time practice, as the Scrutinizer to conduct the Postal Ballot process in a fair and transparent manner. This Notice is being sent to all the Members whose name appears in the Register of Members / list of Beneficial Owners as received from National Securities Depository Limited ("**NSDL**") / Central Depository Services ("**India**") Limited ("**CDSL**") on October 11, 2013.

You are requested to carefully read the instructions printed in the Postal Ballot Form attached hereto, fill up the Postal Ballot Form, give your assent or dissent on the resolution at the end of the Postal Ballot Form and return the duly completed and signed Postal Ballot Form (no other form or photocopy thereof is permitted) in the enclosed self-addressed postage pre-paid envelope so as to reach the Scrutinizer on or before the close of working hours (i.e. 6.00 p.m. IST) on Saturday, November 16, 2013. Ballots received thereafter will be strictly treated as if no reply has been received from the Member.

The Company is pleased to offer **e-voting facility** as an alternate, for its Members to enable them to cast their votes electronically instead of dispatching Postal Ballot Form. Kindly note that E-voting is optional i.e. Members have option to vote either through e-voting or through the Postal Ballot Form. If a Member has opted for e-voting, then he/she should not vote by Postal Ballot also and vice-versa. However, in case Members cast their vote both via physical ballot and e-voting, then voting through physical ballot shall prevail and voting done by e-voting shall be treated as invalid.

The instructions for Members for e-voting are as under:-

(a) In case of Members receiving e-mail from NSDL:

- (i) Open e-mail and open PDF file viz; Fortis e-Voting.pdf with your Client ID or Folio No. as password. The said PDF file contains your user ID and password for e-voting. Please note that the password is an initial password.
- (ii) Launch internet browser by typing the following URL: <https://www.evoting.nsdl.com/>.
- (iii) Click on Shareholder – Login.
- (iv) Put user ID and password as initial password noted in step (i) above. Click Login.
- (v) Password change menu appears. Change the password with new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended **not to share your password** with any other person and take utmost care to keep your password confidential.
- (vi) Home page of e-Voting opens. Click on e-Voting: Active Voting Cycles.
- (vii) Select EVEN of Fortis Healthcare Limited.
- (viii) Now you are ready for e-Voting as Cast Vote page opens.
- (ix) Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.

- (x) Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/Authority Letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail: fortisscrutinizer@gmail.com or secretarial@fortishealthcare.com with a copy marked to evoting@nsdl.co.in.

(b) In case of Members receiving Postal Ballot Form by Post:

- (i) Initial password is provided at the bottom of the Postal Ballot Form.
- (ii) Please follow all steps from Sl. No. (ii) to Sl. No. (x) as mentioned in (a) above, to cast vote.
- (c) In case of any queries, you may refer the Frequently Asked Questions for Shareholders and e-Voting User Manual for Shareholders, available at the download section of www.evoting.nsdl.com.
- (d) If you are already registered with NSDL for e-voting then you can use your existing User ID and Password for casting your vote.
- (e) You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).

Members who have registered their e-mail ids for receipt of documents in electronic mode under the Green Initiative of the Ministry of Corporate Affairs are being sent Notice of Postal Ballot by e-mail and others are sent by post along with Postal Ballot Form. Members have the option to vote either through e-voting or through Postal Ballot Form. Members who have received Postal Ballot Notice by e-mail and who wish to vote through Postal Ballot Form can seek Postal Ballot Form from Link Intime India Private Limited, Registrar & Transfer Agent, 44 Community Centre, 2nd Floor, Naraina Industrial Area, Phase - I, Near PVR Naraina, New Delhi - 110028.

The Scrutinizer will submit his final report as soon as possible after the last date for receipt of the Postal Ballot Form. The Results will be announced by the Chairman or any other Director of your Company on Thursday, November 21, 2013 at the registered office of your Company at 4.00 p.m. The result of the Postal Ballot will also be displayed at the registered office of your Company and communicated to the stock exchanges where your Company's shares are listed and intimated through a public notice in newspapers. The result will also be put on the Company's website i.e. www.fortishealthcare.com. The resolution, if approved, will be taken as passed effectively on the date of declaration of result.

By Order of the Board
For **Fortis Healthcare Limited**

Rahul Ranjan
Company Secretary

Date : September 27, 2013

Place : New Delhi

- Encl: 1. Postal Ballot Form
2. Postage- prepaid envelope

PROPOSED RESOLUTION

SPECIAL BUSINESS

ITEM No. 1

Amendment in the Articles of Association of the Company

To consider, and if thought fit, to pass the following Resolution as a Special Resolution:

"RESOLVED THAT in accordance with the provisions of Section 31 and other applicable provisions, if any, of the Companies Act, 1956 (as amended) and Companies Act, 2013, to the extent applicable, the relevant provisions of the Memorandum and

Articles of Association of the Company and the listing agreement entered into by the Company with the National Stock Exchange of India Limited and BSE Limited, the Articles of Association of the Company be and are hereby altered / amended in the following manner:

(A) The following Article 141A be inserted after existing Article 141:

141A. Alternate Directors

Subject to Section 313 of the Act, the Board of Directors may appoint an Alternate Director to act for a Director (hereinafter called the original Director) during the absence of the original Director for a period of not less than 3 months from the State in which the meetings of the Board are ordinarily held. An Alternate Director so appointed shall vacate office if and when the original Director returns to the State in which the meetings of the Board are ordinarily held. If the term of office of the original Director is determined before he so returns to the State aforesaid, any provision for the automatic reappointment of retiring Directors in default of another appointment shall apply to the original and not to the Alternate Director.

(B) The existing Article 215 be substituted by the following Article:

215. OVERRIDING ARTICLES

Other than the SCPE Overriding Articles, the provisions of Articles 217 to 220 ("Overriding Articles") shall override anything to the contrary contained anywhere else in these Articles, and shall apply notwithstanding anything to the contrary contained anywhere else in these Articles. The provisions under the SCPE Overriding Articles (i.e., Articles 222 to 226) and this Overriding Articles shall be read in conjunction with each other to give full effect to both the Overriding Articles and the SCPE Overriding Articles.

(C) The existing Article 217.5 be substituted by the following Article:

217.5. Free Transferability of Investor Securities.

Except as required under Applicable Law and subject to the provisions of Article 217.6, the IFC Shares shall be freely transferable and tradable and IFC may Transfer the IFC Shares, to any Person other than a Competitor. Provided, however, that the restrictions on Transfer to a Competitor under this Article 217.5 will not apply in the event IFC, after having used its best efforts and having made all reasonable enquiries, is unable to discover the identity of the transferee.

(D) The following Articles be inserted under the headings 'SCPE PROVISIONS', after existing Article 220;

SCPE PROVISIONS

221. SCPE OVERRIDING ARTICLES

Other than the Overriding Articles, the provisions of Articles 222 to 226 ("SCPE Overriding Articles") shall override anything to the contrary contained anywhere else in these Articles, and shall apply notwithstanding anything to the contrary contained anywhere else in these Articles. The provisions under the Overriding Articles (i.e., Articles 215 to 220) and this SCPE Overriding Articles shall be read in conjunction with each other to give full effect to both the Overriding Articles and the SCPE Overriding Articles.

222. DEFINITIONS

Under the provisions of Articles 222 to 226 (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed and shall be only be applicable to Articles 222 to 226; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Affiliate" with respect to any Person, shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person and in case of a natural person, shall include the Relatives of such Person (for the purposes of this definition, "control" means the power to direct the management or policies of a person, directly or

indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of twenty six per cent (26%) or more of the voting share capital of a person is deemed to constitute control of that person, and "controlling" and "controlled" have corresponding meanings). For the purposes of this Agreement, 'Relatives' shall have the same meaning as ascribed to it in the Act.

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations of India.

"Authority" shall mean any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank).

"Authorization" shall mean any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.

"Business Day" means a day when banks in New York, Port Louis, Mauritius and New Delhi, India and Indian Stock Exchanges are open for business.

"Company Employee Plans" means any plan, program, or other arrangement providing for employment, compensation, retirement, deferred compensation, severance, separation, stock option or other benefits, which has been sponsored, contributed to or required to be contributed to by the Company for the benefit of any Person who performs or who has performed services for the Company.

"Competitor" shall mean any of the Persons mutually agreed to between the Company, the Promoters and SCPE as a competitor of the Company, including any Affiliate(s) of such Person.

"Control" includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. Provided that a director or officer of a target company shall not be considered to be in control over such target company, merely by virtue of holding such position (for the purposes of this definition, "Controlling" and "Controlled" shall have the corresponding meanings).

"Fully Diluted Basis" shall mean with respect to any calculation involving share capital or the number of outstanding Shares, calculated if all Share Equivalents outstanding on the date of calculation have been exercised or exchanged for or converted into Shares.

"Lien" shall mean any mortgage, pledge, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counter claim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law.

"Negotiated Transfer" shall mean any Transfer of Shares other than a sale of Shares on (i) BSE Limited and/or National Stock Exchange of India Limited; or (ii) any other Indian stock exchange as may be agreed between the Company and SCPE in writing, on which the Company's shares are listed where the identity of the transferee is not known to the transferor.

"Persons" mean any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity.

"Promoters" shall collectively mean Malav Holdings Private Ltd, Fortis Healthcare Holdings Private Ltd, RHC Holding Private Ltd, Mr. Malvinder Mohan Singh and Mr. Shivinder Mohan Singh and any of them, a "Promoter".

"Promoter Representative" shall mean such Person, as specified by the Promoters to SCPE and the Company in writing.

"SCPE" shall mean Standard Chartered Private Equity (Mauritius) III Limited and its successors and assigns.

"SCPE Group" shall mean collectively SCPE and such entities which are substantially managed by Standard Chartered Principal Finance.

"SCPE Shares" shall mean the Common Shares and/or any Share Equivalents from time to time held by SCPE and/or any member of the SCPE Group (including the Common Shares to be issued to SCPE under the terms of this Agreement and any Common Shares and any Share Equivalents at any time acquired by SCPE or any member of the SCPE Group), so long as such Common Shares / Share Equivalents are held by SCPE or a member of the SCPE Group.

"SCPE Subscription Shares" shall mean 37,37,449 Shares of the Company issued and allotted to SCPE on September 05, 2013.

"Share" means equity shares of the Company, of nominal value of Rupees ten (Rs. 10) per share.

"Share Capital" shall mean the total paid up equity share capital of the Company.

"Share Equivalents" shall mean preference shares, convertible bonds (including any foreign currency convertible bonds), warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, Shares or shares of the Company convertible into or exercisable or exchangeable for Shares.

"Transfer" means to transfer, sell, convey, assign, pledge, hypothecate, create a security interest in or Lien on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily, and "Transferring" and "Transferred" have corresponding meanings.

222. ISSUE AND TRANSFER OF SHARES

222.1 Unless SCPE agrees otherwise in writing, on and from September 05, 2013 and for so long as SCPE and members of the SCPE Group hold two per cent (2%) or more of the Share Capital on a Fully Diluted Basis, the Promoters shall ensure that they remain in Control of the Company.

222.2 Price Protection

The Company shall not issue any Shares to any Person on financial terms which are more favourable than the financial terms on which the SCPE Subscription Shares are issued to SCPE, for a period of twelve (12) months from the Subscription Date, except pursuant to: either (i) the Company's Employee Plans; or (ii) any restructuring or refinancing of the outstanding foreign currency convertible bonds of the Company being undertaken.

222.3 Anti-Bribery Laws.

The Company shall procure, to the extent permitted under Applicable Law, that the Company and its subsidiaries shall not engage itself in any activity or conduct that would result in a violation of any Anti-Bribery Laws.

222.4 Tag-Along Rights

- (a) If (i) any of the Promoters (a **"Selling Shareholder"**) proposes to Transfer any of its Shares or Share Equivalents to any Person (other than the SCPE Group) (a **"Buyer"**); and (ii) such Transfer shall result in the Promoters holding less than forty per cent (40%) of the Share Capital on a Fully Diluted Basis and/ or ceasing to remain in Control of the Company, SCPE and relevant members of the SCPE Group shall have the right to participate in such Transfer in accordance with this Article 222.4. For the avoidance of doubt it is hereby clarified that the provisions of this Article 222.4 shall not be applicable in case of a transfer of Shares and/or Share Equivalents inter-se between the Promoters.

- (b) Each Selling Shareholder which owns Shares in the Company or Share Equivalents indirectly through one or more holding companies agrees that it will ensure that any disposal of any indirect interest in the Company is consummated as a Transfer of the Shares in the Company or Share Equivalents, and not by a sale of any Shares or Share Equivalents of any such holding company, so as to ensure that SCPE and the relevant members of the SCPE Group will be able to exercise its rights under this Article 222.4.
- (c) The Selling Shareholder shall issue a notice in writing to SCPE intimating SCPE of (i) the material and relevant terms and conditions proposed by the Buyer in respect of the Transfer; (ii) particulars of the Buyer; (iii) the number of Shares or Share Equivalents to be Transferred and the consideration to be paid by the Buyer; (iv) the date on which the proposed Transfer by the Transferring Promoter shall take place (which shall be at least forty five (45) days from the date of issue of the Promoter Transfer Notice); and (v) any other details as may be requested by SCPE ("**Promoter Transfer Notice**").
- (d) SCPE and the relevant members of the SCPE Group shall have the right to participate in the proposed Transfer by giving notice to the Selling Shareholder (a "**Tag Notice**") within a period of twenty five (25) days from SCPE's receipt of the Promoter Transfer Notice (the "**Exercise Period**") of the number of Shares it wishes to Transfer (which may include Shares resulting from conversion of any Share Equivalents) (the "**Tagged Shares**"). It is clarified, however, that the maximum number of Tagged Shares that can be transferred during the term of this Agreement shall not exceed 31,130,664 Shares (such number to be adjusted for stock splits, bonus issues, consolidation, sub-division and such other similar capital restructuring undertaken by the Company). For the avoidance of doubt, SCPE and the relevant members of the SCPE Group shall not be obligated to pay any fees or deal expenses of the Selling Shareholder or of any other Person in connection with the exercise of its rights under this Article 222.4.
- (e) Any Transfer by SCPE and the relevant members of the SCPE Group shall be made on substantially the same terms and conditions as described in the Promoter Transfer Notice. However, SCPE shall not be required to make any representation or warranty to the Buyer, other than as to good title to the Tagged Shares, absence of Liens with respect to the Tagged Shares, customary representations and warranties concerning SCPE's power and authority to undertake the proposed Transfer, and the validity and enforceability of SCPE's obligations in connection with the proposed Transfer.
- (f) For the avoidance of doubt, SCPE's rights under this Article 222.4 to Transfer the Tagged Shares shall apply regardless of whether the Tagged Shares are of the same class or type of Shares of the Company or Share Equivalents which the Selling Shareholder propose to Transfer, provided that, to the extent such a difference in class or type exists, the consideration payable to SCPE and the relevant members of the SCPE Group for the Tagged Shares shall be calculated as if all Shares of the Company and Share Equivalents held by the applicable Selling Shareholder, SCPE and the relevant members of the SCPE Group which will be subject to a Transfer under this Article 222.4 (assuming SCPE and the relevant members of the SCPE Group exercise their tag-along rights in full) had been converted into Shares of the Company on the date immediately prior to the date of the Tag Notice (to the extent not already in the form of Shares of the Company) at the conversion price which would be applicable on such date had such conversion occurred on such date.
- (g) On the twentieth (20th) day from the expiration of the Exercise Period, the Selling Shareholder shall transfer to the Buyer the Shares and/or Share Equivalents originally proposed to be Transferred, upon the terms and conditions (including consideration for the Transfer) specified in the Transfer Notice. The Selling Shareholder shall give SCPE at least ten (10) Business Days notice of the proposed date of the Transfer and SCPE and the relevant members of the SCPE Group shall Transfer the Tagged Shares to the Buyer at the same time upon the terms and conditions (including consideration for the Transfer) specified in the Transfer Notice. If the Selling Shareholder does not complete the Transfer within such period, any proposed subsequent Transfer by it of some or all of the Shares and/or Share Equivalents originally proposed to be Transferred shall again be subject to the provisions of this Article 222.4.
- (h) The Selling Shareholder shall not Transfer any of its Shares in the Company or Share Equivalents to the Buyer unless, at the same time, the Buyer purchases all of the Tagged Shares from SCPE and the relevant members of the SCPE Group upon the terms and conditions (including consideration for the Transfer) specified in the Transfer Notice.

222.5 Free transferability of investor securities

Except as required under Applicable Law and subject to the provisions of Article 222.6, the SCPE Shares shall be freely transferable and tradable and SCPE may transfer the SCPE Shares to any Person other than a Competitor. Provided, however, that the provisions of this Article 222.5 will not apply in the event SCPE, after having used its best efforts and having made all reasonable enquiries, is unable to discover the identity of the transferee.

222.6 Right of First Offer

- (a) For so long as the SCPE Group holds two per cent (2%) of the Share Capital on a Fully Diluted Basis, if SCPE proposes to Transfer any SCPE Shares pursuant to a Negotiated Transfer, it shall give at least five (5) days' notice thereof to the Promoter Representative setting forth the number of SCPE Shares proposed to be transferred and a non-binding indicative price at which such SCPE Shares are proposed to be transferred.
- (b) The provisions of this Article 222.6 shall not apply to the extent that any SCPE Shares are being transferred as a result of the exercise of the rights of any Party under Article 222.4.

223. SCPE NOMINEE DIRECTOR

For so long as the SCPE Group holds at least four-and-a-half per cent (4.5%) of the Share Capital on a Fully Diluted Basis, SCPE shall have the right, but not the obligation, to nominate one (1) Director (the "SCPE Nominee Director") and the Company and the Promoters shall ensure that such nominee is promptly appointed as a Director.

224. REMOVAL OF SCPE NOMINEE DIRECTOR

SCPE may require the removal of the SCPE Nominee Director at any time and shall be entitled to nominate another Person as the SCPE Nominee Director in place of any SCPE Nominee Director so removed. In the event of the resignation, retirement or vacation of office of the SCPE Nominee Director, SCPE shall be entitled, subject to Article 223, to nominate another Person as the SCPE Nominee Director in place of such SCPE Nominee Director and the Company and the Promoters shall ensure, to the fullest extent of all rights and powers available to them, that such nominee is promptly appointed as a Director.

225. PROCEDURES OF THE BOARD

- (a) The Company shall indemnify each of the Directors to the maximum extent permitted under Applicable Law for any costs, expenses or liabilities incurred by each such Director in the course of, or in any way related to, his or her activities or his or her position as a Director.
- (b) The reasonable costs incurred by each Director who is not an employee of the Company in attending a meeting of the Board or a committee or a General Meeting (including the reasonable costs of travel and attendance) shall be reimbursed by the Company.
- (c) Any Director shall be entitled to participate in a meeting of the Board or a committee of the Board of which he or she is a member, at which he or she is not physically present, through tele-conference or by way of video conference facilities in compliance with Applicable Law (including the Act and the Information Technology Act, 2000).
- (d) No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation or written consent, unless the resolution has been circulated in draft form, together with the information required to make a fully-informed, good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution if any, to all the Directors or to all the Directors of the relevant committee, at their usual address and has been approved in writing by a majority of them as are entitled to vote on the resolution.

226. The Company and each Promoter shall exercise all such rights and powers as are available to it to ensure compliance with and to fully and effectually implement the provisions of these Articles, as promptly as reasonably possible, including without limitation, as required to cause the Company, each of the key subsidiaries to take all actions required to be taken by them hereunder."

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH SECTION 192A OF THE COMPANIES ACT, 1956, AS AMENDED

ITEM NO. 1

The Members are aware that Standard Chartered Private Equity (Mauritius) III Limited ("**SCPE**"), had entered into a Subscription cum Shareholders' Agreement dated August 15, 2013 ("**Agreement**") with the Company, Mr. Malvinder Mohan Singh, Mr. Shivinder Mohan Singh, Malav Holdings Private Limited, Fortis Healthcare Holdings Private Limited and RHC Holding Private Limited, for investing up to US\$ 13.5 million in the Company by way of subscription of equity shares of the Company having face value of Rs. 10 each ("**Equity Shares**").

On September 5, 2013, the Company issued and allotted 37,37,449 Equity Shares to SCPE at a price of Rs. 99.09 per Equity Shares.

The Members may note that in terms of the Agreement, the Company is required to amend the existing Articles of Association of the Company.

The proposed amendments in the Articles broadly pertain to granting necessary rights to SCPE including the right to appoint a Nominee Director of SCPE on the Board of Directors of the Company.

The amendments proposed to be made to the Articles are given in the draft resolution at Item No. 1 of the annexed notice and are self-explanatory.

Pursuant to the provisions of Section 31 of the Companies Act 1956, as amended (the "**Companies Act 1956**"), any amendment in the Articles of Association of the Company requires the approval of the Shareholders of the Company by way of Special Resolution.

Accordingly, consent of the Shareholders by way of Special Resolution has been sought in terms of Section 31 of the Companies Act 1956.

The Directors of the Company recommend the resolution at Item No. 1 for your approval by way of a Special Resolution.

Neither the Directors or key managerial personnel of the Company nor their relatives is/are, in any way, concerned or interested in the proposed resolution.

A copy of (a) the existing Memorandum and Articles of Association of the Company, (b) the Memorandum of Association and Articles of Association incorporating the proposed alterations and (c) the Agreement thereto will be available for inspection for the Members on any working day during 11:00 A.M. to 1:00 P.M. upto the date of declaration of result of postal ballot at the Registered Office of the Company.

By Order of the Board
For **Fortis Healthcare Limited**

Date : September 27, 2013
Place : New Delhi

Rahul Ranjan
Company Secretary



FORTIS HEALTHCARE LIMITED

Regd. Office: Escorts Heart Institute And Research Centre, Okhla Road, New Delhi - 110 025

POSTAL BALLOT FORM

Serial No.

- (1) Name(s) of Shareholder(s)
(Including Joint-holders, if any)
(IN BLOCK LETTERS)
- (2) Registered Address of the Sole/
First named Shareholder
- (3) Registered Folio No.
DP ID No. / Client ID No.
- (4) No. of Shares held
- (5) I/We hereby exercise my/our vote in respect of the Special Resolution to be passed through Postal Ballot for the business stated in the Notice of the Company by sending my/our assent or dissent to the said resolution by placing tick (✓) mark at the appropriate box below:

S. No.	Description	No. of Shares held	I/We assent to the resolution (For)	I/We dissent to the resolution (Against)
(i)	Special Resolution for Amendment in Articles of Association of the Company			

Place :
Date :

Signature of the Shareholder
(Please refer to Instruction No.4 overleaf)

PARTICULARS FOR E-VOTING

EVEN (e-VOTING EVENT NUMBER)	USER ID	PASSWORD/PIN

Note: Please read carefully the notes / instructions printed overleaf before exercising the vote.

INSTRUCTIONS

1. A shareholder desiring to exercise vote by Postal Ballot should complete this Postal Ballot Form *(no other form or photo copy thereof is permitted)* and send it to the Scrutinizer in the enclosed self-addressed postage pre-paid envelope. Postage will be borne and paid by the Company. However, envelopes containing Postal Ballots, if sent by courier or deposited personally at the Registered Office of the Company, at the expenses of the shareholder(s) will also be accepted.
2. The postage prepaid self-addressed envelope bears the address of the Scrutinizer so appointed by the Company.
3. There will be only one Postal Ballot for every Folio/Client ID irrespective of the number of joint shareholder(s).
4. This Postal Ballot Form should be completed and signed by the shareholder(s). In case of joint shareholding, this form should be completed and signed (as per specimen signature registered with the Company) by the first named shareholder and in his absence, by the next named shareholder(s).
5. In case of Shares held by companies, trusts, societies etc. the duly completed Postal Ballot Form should be accompanied by a certified true copy of the Board Resolution / Authority.
6. The votes should be cast either in favour or against by putting the tick mark (✓) in the column provided for assent or dissent. Tick marks in both the columns will render the Postal Ballot Form invalid. Incomplete, unsigned or incorrectly filled Postal Ballot Forms will be rejected.
7. The Chief Executive Officer, Chief Financial Officer and the Company Secretary shall be responsible for the entire postal ballot voting process.
8. Duly completed Postal Ballot Forms should reach the Scrutinizer not later than the close of working hours (i.e. **6.00 P.M. IST**) on **Saturday, November 16, 2013**. Any Postal Ballot Form received after this date will not be considered and treated as if the reply from the shareholder has not been received.
9. Voting rights shall be reckoned on the paid up value of the shares registered in the name of the Shareholder(s) as on **Friday, October 11, 2013**.
10. Shareholders are requested not to send any other paper alongwith the Postal Ballot Form in the enclosed postage pre-paid self addressed envelope as all such envelopes will be sent to the Scrutinizer and any extraneous paper found in such envelope would be destroyed by the Scrutinizer.
11. The Company is pleased to offer e-voting facility as an alternate for all the shareholders of the Company to enable them to cast their votes electronically instead of dispatching Postal Ballot Form. E-voting is optional. The detailed procedure is enumerated in the notes to the Postal Ballot Notice.
12. Shareholders can opt only one mode of voting i.e., either by physical ballot or e-voting. In case a shareholder has exercised the vote in physical as well as electronic mode, the vote by electronic mode only will be considered.
13. The Scrutinizer's decision on the validity of a postal ballot / e-voting will be final.
14. The date of declaration of the result of Postal Ballot will be taken to be the date of passing of the Resolutions, if passed by requisite majority.
15. Any Director of the Company shall announce the result of the Postal Ballot on **Thursday, November 21, 2013** at the registered office of the Company at **4.00 P.M.**
16. The result of the Postal Ballot will be published in the newspaper(s) and will also be posted at the website of the Company (www.fortishealthcare.com).