



Adding Smiles To Life

To,  
National Stock Exchange of India Ltd. Plaza, C  
1, Block G,  
Bandra - Kurla Complex, Bandra (E),  
Mumbai - 400 051, Maharashtra, India.

**Company Symbol: QMSMEDI**

**ISIN: INE0FMW01018**

**Ref: QMS MEDICAL ALLIED SERVICES LIMITED**

**Sub: Announcement under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Dear Sir/Ma'am,

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015, the Company has agreed to give Loan to Ayu Devices Private Limited as per Investment and Loan agreement entered dated February 06, 2023. The Agreement (Except the commercial details) is enclosed below for your record and reference.

Thanking you,

Yours truly,

**FOR QMS MEDICAL ALLIED SERVICES LIMITED**

TORAL  
JAILESH  
BHADRA

Digitally signed by TORAL JAILESH BHADRA  
DN: c=IN, postalCode=+910010, st=MAHARASHTRA,  
street=BAAGARIMH, l=BAIGARIMH, o=Personal,  
serialNumber=578c6d489a30576f3a4e32e2a82  
6555c7b94bc376e48401a6d803b2703b,  
pseudonym=56b11f0d5a354856a3f76194c7060e  
2,  
2.5.4.20=cb1b7ab644478904d1f15cc7a6a3ab20252  
67702075d48b93a86e593337963e5f2,  
email=TORAL.GD@189GMAIL.COM, cn=TORAL  
JAILESH BHADRA  
Date: 2023.02.07 18:39:17 +05'30'

**TORAL BHADRA  
COMPANY SECRETARY  
MEMBERSHIP NO.: A56927  
DATE: FEBRUARY 07, 2023  
PLACE: MUMBAI**

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**QMS Medical Allied Services Ltd.**

📍 1A-1B / 2A-2B, Navkala Bharati Building, Plot No. 16, Prabhat Colony, Road No. 3, Santacruz (East), Mumbai - 400 055.

☎ +91-022 - 6288 1111 🌐 [www.qmsmas.com](http://www.qmsmas.com)

**CIN: U33309MH2017PLC299748**



CHALLAN  
MTR Form Number-6



|                                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
|-----------------------------------------------------------|--------------------|---------|--|---------------|---------------------------|---------------------|-------------------------------------|---------|-----------------------|---|---|---|---|
| GRN                                                       | MH014875186202223E | BARCODE |  |               | Date                      | 06/02/2023-15:25:07 |                                     | Form ID |                       |   |   |   |   |
| Department Inspector General Of Registration              |                    |         |  |               | Payer Details             |                     |                                     |         |                       |   |   |   |   |
| Non-Judicial Stamps                                       |                    |         |  |               | TAX ID / TAN (If Any)     |                     | MUMQ01292E                          |         |                       |   |   |   |   |
| Type of Payment Purchase of Franking Code SoS Mumbai only |                    |         |  |               | PAN No.(If Applicable)    |                     | AAACQ4954G                          |         |                       |   |   |   |   |
| Office Name GENERAL STAMP OFFICE MUMBAI                   |                    |         |  |               | Full Name                 |                     | QMS MEDICAL ALLIED SERVICES LIMITED |         |                       |   |   |   |   |
| Location MUMBAI                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
| Year 2022-2023 One Time                                   |                    |         |  |               | Flat/Block No.            |                     | 1A/1B 2A/B NAVKALA BHARTI BLDG      |         |                       |   |   |   |   |
| Account Head Details                                      |                    |         |  | Amount In Rs. | Premises/Building         |                     |                                     |         |                       |   |   |   |   |
| 0030045501 Amount of Tax                                  |                    |         |  | 100.00        | Road/Street               |                     | PLOT NO 16 NR SANTACRUZ BUS DEPOT   |         |                       |   |   |   |   |
|                                                           |                    |         |  |               | Area/Locality             |                     | MUMBAI                              |         |                       |   |   |   |   |
|                                                           |                    |         |  |               | Town/City/District        |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               | PIN                       |                     |                                     | 4       | 0                     | 0 | 0 | 5 | 5 |
|                                                           |                    |         |  |               | Remarks (If Any)          |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               |                           |                     |                                     |         |                       |   |   |   |   |
|                                                           |                    |         |  |               | Amount In                 |                     | One Hundred Rupees Only             |         |                       |   |   |   |   |
| Total                                                     |                    |         |  | 100.00        | Words                     |                     |                                     |         |                       |   |   |   |   |
| Payment Details INDIAN OVERSEAS BANK                      |                    |         |  |               | FOR USE IN RECEIVING BANK |                     |                                     |         |                       |   |   |   |   |
| Cheque-DD Details                                         |                    |         |  |               | Bank CIN                  | Ref. No.            | 02700452023020650265                |         | 202302060534349       |   |   |   |   |
| Cheque/DD No.                                             |                    |         |  |               | Bank Date                 | RBI Date            | 06/02/2023-15:28:01                 |         | Not Verified with RBI |   |   |   |   |
| Name of Bank                                              |                    |         |  |               | Bank-Branch               |                     | INDIAN OVERSEAS BANK                |         |                       |   |   |   |   |
| Name of Branch                                            |                    |         |  |               | Scroll No. , Date         |                     | Not Verified with Scroll            |         |                       |   |   |   |   |

Department ID :

Mobile No. : 9821121643

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

For Ayu Devices Private Limited



Explore

Director



# Investment Agreement

This Investment Agreement (this “Agreement”), is executed as of this 6th day of February, 2023(the “Effective Date”)

by and between

Ayu Devices Private Limited, having office at SINE Incubator, IIT Bombay, Powai-400076, Maharashtra herein after referred to as the “ADPL” or “Investee” which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

## About Ayu Devices:

Ayu Devices is a private limited startup spun out of Biomedical Technology Innovation Center at IIT Bombay. It develops medical devices and technologies for better and early detection of heart and lung illnesses.

Currently commercialized products include digital stethoscopes and software services for amplifying, recording, analyzing and live-streaming heart and lung sounds.

Also, Ayu Devices has a collaboration with a Tokyo-listed, Japanese mnc for the development and commercialization of next devices.

On January 10<sup>th</sup> 2023 the episode of Ayu Devices was telecasted in Sony liv in Shark Tank India. This has created huge awareness and interest. For catering to the interests, developing new products and scaling the manufacturing and marketing activities, funding support is requested to QMS Medical Allied Services.

and

QMS Medical Allied Services, located at Building Plot No.16, 1A-B/2A-B, Navkala Bharti, Prabhat Colony Rd, No.3, Santacruz East, Mumbai, Maharashtra 400055, hereinafter referred to as the “Investor” which expression unless repugnant to the context shall mean and includes its legalrepresentatives, assignee, nominee(s) and administrator;

WHEREAS at the request of the ADPL, the Investor has agreed to grant an investment of 1 Crore INR including an equity investment of 50 lakhs INR and a Loan of 50 lakhs INR to the Investee for a period of 6 months onterms and conditions hereinafter contained.

The parties agree as follows:

1. **Investment Amount:** 1 Crore split into 50 lakhs as loan and 50 lakhs as Equity investment at the same valuation to be provided by Emcure pharma.
2. **Repayment of Loan:** The Loan, together with accrued and unpaid interest and all other charges, costs and expenses, is due and payable on or before 25<sup>th</sup> July 2023, the due date or the next investment date (Pre-Series A) whichever is the lower. Investor will have the option for either to convert the loan into investment at the valuation of fund raise or take the principal amount along with the interest and not participate in the fund raise
3. **Guarantors:** Adarsha Kachappilly, having permanent address at Krithakrupa House, Mesemane, Bale Village, Mudubagilu P.O, N. R Pura-577134, Chikmagalur District Karnataka and Tapas Pandey having permanent address at S/O Naveen Chandra Pandey, H. No -29, Lane No -07, GMS Road, Kali Mandir Enclave, Balliwala Chowk, Post- Dehradun, Uttarakhand, 248001.  
promises to unconditionally guarantee to the Investor, the full payment and performance by ADPL of all duties and obligations arising under this Agreement. The Guarantors agrees that this guarantee shall remain in full force and effect and be binding on the Guarantor until this Agreement is satisfied.
4. **Prepayment:** ADPL has the right to prepay all or any part of the Loan, together with accrued and unpaid interest thereon, at any time without prepayment penalty or premium of anykind.
5. **Successors and Assigns:** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Investor and ADPL.
6. **Amendment:** This Agreement may be amended or modified only by a written agreement, duly signed by both ADPL and the Investor.
7. **Notices:** Any notice or communication under this Loan must be in writing and sent via In-Person Delivery or Email.

**8. No Waiver:** Investor shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Investor of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**9. Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**10. Assignment:** ADPL shall not assign this Agreement, in whole or in part, without the written consent of Investor. Investor may assign all or any portion of this Agreement with written notice to ADPL.

**11. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maharashtra, not including its conflicts of law provisions.

**12. Disputes:** Any dispute arising from this Agreement shall be resolved in the courts of the State of Maharashtra.

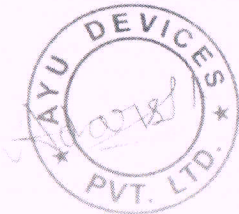
**13. Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

## SIGNATURES

**Investee's Signature**

**Full Name**



**ADARSHA KACHAPPILLY**

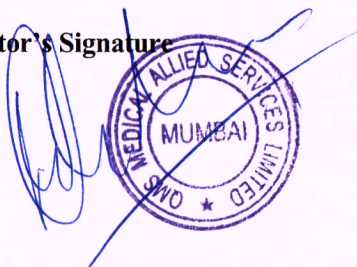
Qxlore

**TAPAS PANDEY**

Director  
Ayu Devices Pvt Ltd

**Investor's Signature**

**Investor's Full Name**



**Mahesh Makhija**