SEEPZ SPECIAL ECONOMIC ZONE
ANDHERI (EAST), MUMBAI.

AGENDA FOR

MEETING OF THE APPROVAL COMMITTEE FOR SECTOR SPECIFIC SPECIAL ECONOMIC ZONE FOR IT/ITES AT TAULKA HAVELI, DISTRICT PUNE OF M/S. EON KHARADI INFRASTRUCTURE PVT. LTD.

VENUE : INFOSYS LIMITED, IBPO BUILDING, UNIT NO.1, PLOT NO. 24/3, RAJIV GANDHI INFOTECH PARK, (PHASE-II), MANN VILLAGE, MULSHI, PUNE-411057

DATE : 21ST APRIL, 2017
TIME :

*********************
MEETING OF THE APPROVAL COMMITTEE FOR SECTOR
SPECIFIC SPECIAL ECONOMIC ZONE FOR IT/ITES AT
TALUKA HAWEI, DISTRICT PUNE OF M/S. EON KHARADI
INFRASTRUCTURE PVT. LTD., UNDER THE CHAIRMANSHP
OF DEVELOPMENT COMMISSIONER, SEEPZ-SEZ ON 21ST
APRIL, 2017.

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Minutes of the Meeting of the Approval Committee held under the Chairmanship of Development Commissioner for Sector Specific Special Economic Zone for IT/ITES at Taluka Havell, Dist. Pune of M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ, on 13.01.2017.

1. Name of the SEZ : M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ
2. Sector : IT/ITES
3. Meeting No. : 54
4. Date : 13.01.2017

Members Present:
1. Shri V.P. Shukla
   Jt. Development Commissioner
   SEEPZ-SEZ : Member

2. Mr C.L. Hedaoa,
   Joint DGFT, Pune : Nominee of the Director of Foreign Trade, Pune.

3. Shri. M. R. Sarnaik,
   Income Tax Officer,
   : Nominee of the Commissioner of ITO ward 5(1), Pune.

4. Shri. J. Y. Chavan,
   Income Tax Officer,
   : Nominee of the Commissioner of ITO ward 11(1), Pune.

5. Shri. V. D. Shetyya,
   Jt. Director of Industries (MRR)
   : Nominee of the Development Commissioner (industries).

Special Invitees:
6. Shri. B. C. Sahu
   Specified Officer,
   EON Kharadi Infrastructure Pvt. Ltd. - SEZ.

Agenda Item No.01: Confirmation of Minutes of the meeting held on 05.12.2016.

The Minutes of the 53rd Meeting held on 05.12.2016 were confirmed.

Agenda Item No.2: Approval for Revision of Projection for the period of 1 Year – M/s. Barclays Technology Centre India Pvt. Ltd.

After deliberation, the Committee approved the proposal for revision of projection for envisaging FOB Value of Exports of Rs. 92,958/- Lakhs, NFE of Rs. 85,827/- Lakhs during their remaining period of 1 year i.e. 06.05.2017 to 05.05.2018 in terms of Rule 19 (2) of SEZ Rules, 2006.

The meeting ended with the vote of thanks to the Chair.
OFFICE OF THE DEVELOPMENT COMMISSIONER,
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,
ANDHERI (EAST), MUMBAI

*************

AGENDA NOTE FOR CONSIDERATION OF UNIT APPROVAL COMMITTEE

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a) Proposal: -

Application of M/s. Allscripts India Pvt. Ltd. For Change in Implementing Agency From M/s. Allscripts (India) Pvt. Ltd. to M/s. Allscripts (India) LLP.

b) Specific Issue on which decision of UAC is required: -

Approval of Change in Implementing Agency For Change in Implementing Agency From M/s. Allscripts (India) Pvt. Ltd. to M/s. Allscripts (India) LLP.

c) Relevant provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/ Notification:

In terms of Rule 19(2) of SEZ Rules, 2006 and Rule 74(A) is not applicable as the unit is in operational since 12.09.2007 i.e. more than 2 years.

d) Other Information: -


Details of partners in M/s. Allscripts (India) LLP are as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Partner</th>
<th>% of capital contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Allscripts Healthcare IT (Mauritus) Limited</td>
<td>99.99%</td>
</tr>
<tr>
<td>2</td>
<td>Allscripts Healthcare International Holding LLC</td>
<td>0.01%</td>
</tr>
</tbody>
</table>

Contd........2/-
The unit has submitted following documents:

4. Copy of Details of partners.
5. Copy of LLP Agreement.
6. List of Existing Directors/Partners.

Rule: - SEZ Rules 19(2) "(Provided also that, subject to the provision of rule 74 A), the Approval Committee may also approve change of the entrepreneur of an approved unit, if the incoming entrepreneur undertakes to take over the assets and liabilities of the existing Unit".

Rule 74(A) is not applicable as the unit is in operational since 12.09.2007 i.e. more than 2 years.

Copy of their application dated 30.03.2017 is enclosed.

The proposal of the unit for Change of Implementing Agency from M/s. Allscripts (India) Private Limited to M/s. Allscripts (India) LLP (Private Limited to LLP) before the Unit Approval Committee (UAC) under SEZ Rule 19(2), 2006 for consideration.
March 30, 2017

The Development Commissioner
SEEPZ Special Economic Zone
Krantiveer Lakhmu Salve Marg,
Santacruz Electronic Export Processing Zone,
Andheri East, Mumbai,
Maharashtra 400093

Dear Sir,

Subject: Intimation letter – Completion of conversion of Allscripts (India) Private Limited, a Private Limited Company into a Limited Liability Partnership (LLP)

Ref: Notice dated February 28, 2017 (No. SEEPZ-SEZ/AIPL/EKIPL-SEZ/07/2011-12/Vol-II/04336 (enclosed as Annexure I)

Allscripts (India) Private Limited (hereinafter referred to as “Allscripts India” or “the Company”), filed a Letter dated February 2, 2017 with the SEZ authorities on February 7, 2017 (enclosed as Annexure II) to inform about the Company’s proposed conversion into a LLP. Pursuant to this letter, the Company received the captioned Notice from the SEZ authorities, requiring the Company to submit the documents of the conversion into a LLP. In this regard, the Company wishes to inform about the completion of Company’s conversion into a LLP.

Details relating to the said conversion are provided below:

1. Background

1.2 Post filing of the captioned intimation letter, the management of Allscripts India has completed the process for conversion of Company into LLP. The said conversion was carried out in accordance with the provisions of Chapter X of the Limited Liability Partnership Act, 2008 ("LLP Act") on a going concern basis.

1.3 Post the aforesaid conversion, the name of the LLP reads as Allscripts (India) LLP. The conversion process was completed and the LLP was incorporated on March 21, 2017. The registered office of the LLP is located at 10th & 11th Floor, Atlantis Heights Dr. Vikram Sarabhai Road Vadodara Vadodara, Gujarat, 390023, India.

1.4 As required statutorily, post conversion, Allscripts Healthcare IT (Mauritius) Limited ("Allscripts Mauritius") and Allscripts Healthcare International Holdings LLC, US (“Allscripts International”), the existing shareholders have become partners of Allscripts LLP in the ratio of their existing shareholding i.e. 99:1.

1.5 Incorporation certificate of the LLP is enclosed as Annexure III and the LLP Agreement executed between the parties has been enclosed as Annexure – IV to this letter.

1.6 Additionally, copy of the board resolution of the erstwhile Company authorising conversion has been re-enclosed as Annexure V, for ease of reference.

Allscripts (India) LLP

(Porterly known as Allscripts (India) Private Limited)

2nd Floor, Wing 2, Cluster D, DON Free Zone, Khodadi, Pune 411 014, India • Phone (+91-20) 7107 8000 • Fax (+91-20) 7107 8001

4th Floor, B Wing, Maruti Infotech Centre, Intermediate Ring Road, Domker, Bengaluru 560 071, India • Phone (+91-80) 7121 7000 • Fax (+91-80) 7121 7001

Registered Office: 10th & 11th Floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara 390 023, India • Phone (+91-265) 7181 500 • Fax (+91-265) 232 2247
1.6 Attached is the Letter of Approval No. SEEPZ-SEZ/NEW SEZ/HIRA-PUNE/04/2007-08/5605 dated 02.08.2007 and the Approved list of services under Notification No. 09/2009 ST as amended. Kindly take the same on record. **Annexure VI.** We would like to continue availing the Service Tax Exemption on the approved list of services used in relation to authorized operations of Allscripts (India) LLP effective 21st March, 2017.

2 Our request

2.1 As stated above, since the company has completed the process for conversion of Allscripts India into LLP under the LLP Act, the Company requests you to take the aforesaid change on record and kindly issue the acceptance letter to this effect, with effect from March 21, 2017.

We also request you to let us know in case any additional requirement/documents are required to take the above on record in addition to the documents already mentioned above.

3 Authority to represent

3.1 In order to facilitate the process, the Company has authorized PricewaterhouseCoopers Private Limited ("PwC") to file letters with the SEZ and other relevant authorities, represent itself before such authorities, to provide appropriate clarifications and receive approval and/or correspondence in this regard on its behalf. The Letter of Authority in favour of PwC is re-enclosed as **Annexure VII.**

We would be happy to meet with you and provide clarifications that may be required, while considering this application.

Should you require any further information or clarification, we shall be glad to provide the same.

Thank you.

Yours faithfully,

For Allscripts (India) LLP

[Signature]

Name: Jaydeep Wanwalkar
Authorized Signatory

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Allscripts (India) LLP
(Formerly known as Allscripts (India) Private Limited)
2nd Floor, Wing 2, Cluster D, DON Free Zone, Kharadi, Pune 411 014, India • Phone (+91-20) 7107 8000 • Fax (+91-20) 7107 8001
4th Floor, B Wing, Mantri Infotech Centre, Intermediate Ring Road, Bapunagar, Bengaluru 560 071, India • Phone (+91-80) 7131 7000 • Fax (+91-80) 7131 7001
Registered Office: 10th & 11th Floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara 390 023, India • Phone (+91-265) 7181 500 • Fax (+91-265) 232 1247
CHANGE OF ENTREPRENEUR OR IN SHAREHOLDING PATTERN

DC Name: DC SEEPZ SEZ Mumbai
SEZ Name: EON Kharadi Infrastructure Pvt. Ltd.
Entity Name: Mr. Allscripts (India) Pvt. Ltd.
Entity Address: GROUND: 1ST AND 2ND FLOOR, WING 4, CLUSTER C, EON FREE ZONE,
MIDC KHARADI KNOWLEDGE PARK, PUNE,
Maharashtra, India 411014

LOA Issued for: Unit
LOA No.: SEEPZ SEZ/NEW SEZ/HIRA-PUNE/14/2007-08/5808
LOA Issue Date: 02-Aug-2007
LOA Expiry Date: SEEPZ SEZ/NEW SEZ/HIRA-PUNE/14/2007-08/5808
Type of SEZ: SERVICE SECTOR
SEZ Sector: ITITES
Major Industry: Electronics And Software
Minor Industry: Electronics Software

Details of Change of Entrepreneur or in Shareholding Pattern:

March 29, 2017 The Development Commissioner SEEPZ Special Economic Zone Krantiwara Laxmi Salve Marg, Santacruz Electronic Export Processing Zone, Andheri East, Mumbai, Maharashtra 400093 Dear Sir, Subject Intimation letter – Completion of conversion of Allscripts India Private Limited, a Private Limited Company into a Limited Liability Partnership LLP Ref. Notice dated February 28, 2017 No. SE EPZ-SEZAIPLKPL-SEZD72011-12Vol-I04336 enclosed as Annexure I Allscripts India Private Limited hereinafter referred to as “Allscripts India” or “the Company”, filed a Letter dated February 2, 2017 with the SEZ authorities on February 7, 2017 enclosed as Annexure II to inform about the Company’s proposed conversion into a LLP. Pursuant to this letter, the Company received the captioned Notice from the SEZ authorities, requiring the Company to submit the documents of the conversion into a LLP. In this regard, the Company wishes to inform about the completion of Company’s conversion into a LLP. Details relating to the said conversion are provided below 1 Background 1.1 Post filing of the captioned intimation letter, the management of Allscripts India has completed the process for conversion of Company into LLP. The said conversion was carried out in accordance with the provisions of Chapter X of the Limited Liability Partnership Act, 2008 “LLP Act” on a going concern basis. 1.2 Post the aforesaid conversion, the name of the LLP reads as Allscripts India LLP. The conversion process was completed and the LLP was incorporated on March 21, 2017. The registered office of the LLP is located at 10th & 11th Floor, Atlantis Heights Dr Vikram Sarabhai Road Vadodara Vadodara, Gujarat 390023, India. 1.3 As required statutorily, post conversion, Allscripts Healthca re IT Mauritius Limited “Allscripts Mauritius” and Allscripts Healthca re International Holdings LLC, US “Allscripts International”, the exis ting shareholders have became partners of

Request reason and description: 

......
2nd February, 2017

[Address]

Subject: Intimation letter - Conversion of Allscripts (India) Private Limited, a Private Limited Company into a Limited Liability Partnership (LLP)

Allscripts (India) Private Limited (hereinafter referred to as “Allscripts India” or “the Company”), wishes to inform about the Company’s proposed restructuring plan to re-constitute itself into a LLP.

Details relating to the said re-constitution are provided below:

1. Background

1.1. Allscripts India is a private limited company incorporated on 12 November, 1998 under the Companies Act, 1956, having its registered office at 10 & 11 floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara - 390002, Gujarat.

1.2. The shareholding pattern of Allscripts India is as follows:

<table>
<thead>
<tr>
<th>Name of the shareholder</th>
<th>Shareholding in percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allscripts Healthcare T1 (Mauritius) Limited</td>
<td>99</td>
</tr>
<tr>
<td>Allscripts Mauritius (Allscripts International)</td>
<td></td>
</tr>
<tr>
<td>Allscripts International Holdings LLC, US (Allscripts International)</td>
<td>1</td>
</tr>
</tbody>
</table>

1.3. The Company is engaged as a captive software services provider for its group companies and has software development centres in Bangalore, Pune and Bangalore.

1.4. The Pune unit was set-up in FY 2007-08 and was registered as a Special Economic Zone (SEZ) unit in your office under the SEZ Act. The unit is presently in its tenth year of operations.

Details of this SEZ unit are as follows:

- SEZ developer - EON Kharadi Infrastructure Pvt Ltd. (SEEPZ SEZ)
- Address of the SEZ unit - Ground, 1 & 2 floor, Wing 4, Cluster C and D, EON Free Zone, MIDC Kharadi Knowledge Park, Pune - 411044, Maharashtra.

1.5. In view of overall business efficiency standpoint and to optimise compliance requirements and related costs, the management of Allscripts India proposes to convert / re-constitute the Company into a LLP. The said conversion will be in accordance with the provisions of Chapter X of the Limited Liability Partnership Act, 2008 ("LLP Act") and shall be undertaken on a going concern basis.

1.6. As required statutorily, post conversion, Allscripts Mauritius and Allscripts International, the existing shareholders shall become partners of Allscripts LLP in the ratio of their existing shareholding.
1.7. The Company has already passed a board resolution to this effect dated February 01, 2017. Copy of the board resolution is enclosed as Annexure 1.

2. As stated above, as the company is initiating the procedural formalities relating to conversion of the Company into a LLP under the LLP Act, It seeks to inform the relevant authorities about the proposed change and undertakes to file requisite documents including charter documents, LLP agreement etc. as and when the LLP has been incorporated.

We request you to kindly take note of the above and let us know in case any additional requirements/documents are required to be taken above on record in addition to the documents already mentioned above.

3. In order to facilitate the process, the Company has authorized PricewaterhouseCoopers Private Limited ("PwC") to file letters with the SEZ and other relevant authorities, represent itself before such authorities, to provide appropriate clarifications and receive approval and/or correspondence in this regard on its behalf. The Letter of Authority in favour of PwC is enclosed as Annexure 2.

We would be happy to meet with you and provide clarifications that may be required, while considering this application.

Should you require any further information or clarification, we shall be glad to provide the same.

Thank you.

Yours faithfully,

For Allscripts (India) Private Limited

Jaydeep Wakankar
(Director)
DIN- 01802498

Allscripts (India) Private Limited

2nd Floor, Wing 2, Cluster D, CON Free Zone, Zirakpur, Pune 411 014, India • Phone (+91-20) 7107 8000 • Fax (+91-20) 7107 8001
4th Floor, B Wing, Maruti Infratech Centre, Intermediate Ring Road, Domlur, Bengaluru 560 071, India • Phone (+91-80) 7121 7000 • Fax (+91-80) 7121 7001
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GOVT. OF INDIA,
MINISTRY OF COMMERCE & INDUSTRY,
SEEPZ SPECIAL ECONOMIC ZONE,
OFFICE OF DEVELOPMENT COMMISSIONER,
ANDHERI (E), MUMBAI-400 096.
Tel: Tel: 022-28294703/28294756
Fax: 022-28291754, E-mail: desseepz_mah@nic.in

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NO. SEEPZ-SEZ/AIPL/EKIPL-SEZ/07/2011-12/VOL-II

Dated: 28.02.2017

M/s. Allscripts (India) Pvt. Ltd.
Ground, 1st & 2nd Floor, Wing - 2,
Cluster – D, Ground 1st & 2nd Floor,
Wing – 4, Cluster – C,
M/s. EON Kharadi Infrastructure Pvt. Ltd. – SEZ,
Plot No. 1, S. No. 77,
MIDC, Kharadi Knowledge Park,
Pune - 411 04


Sirs,

Kindly refer to your letter dated 02.02.2017 on the subject cited above.

In this connection, you are requested to submit application for Change of Constitution along with the relevant documents and also submit through SEZ Online System, to enable this office to process your request further.

Yours faithfully,

[Signature]

(Shrikant Paliwal)
Asstt. Development Commissioner
SEEPZ-SEZ
ACKNOWLEDGEMENT

Receipt/Ref No : SEZ/INW/2017/03610

Subject: OTHERS INTIMATION LETTER - COVERSION OF ALL SCRIPTS (INDIA) PVT LTD

Letter Date : 07-Feb-2017

(4) Received from ALLSCRIPTS INDIA PVT. LTD.

Date: 07-02-2017 12:45:42PM

Signature
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar, Ahmedabad
RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, 380013, India

FORM 19
[Refer Rule 32(1) of the LLP Rules, 2009]
CERTIFICATE OF REGISTRATION ON CONVERSION
OF
ALLSCRIPTS (INDIA) PRIVATE LIMITED
TO
ALLSCRIPTS (INDIA) LLP

LLP Identification Number: AAI-8915

It is hereby certified that ALLSCRIPTS (INDIA) LLP is this day registered pursuant to section 58(1) of the LLP Act, 2008.

Given at Gujarat this Twenty first day of March Two thousand seventeen.

Registrar, Ahmedabad

Note: The corresponding form has been approved by VIJAY KUMAR KHUSCHANDANI, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
ALLSCRIPTS (INDIA) LLP
10th & 11th Floor, Atlantis Heights, Dr. Vikram Sarabhai Road,
Vadodara, Vadodara,
Gujarat, 390023, India.
# APOSTILLE

(Convention de La Haye du 5 octobre 1961)

<table>
<thead>
<tr>
<th>1. Country:</th>
<th>United States of America</th>
</tr>
</thead>
</table>

**This public document**

Le présent acte public / El presente documento público

2. **has been signed by**

a été signé par / ha sido firmado por:

Walter Williams

3. **acting in the capacity of**

agissant en qualité de / quien actúa en calidad de:

Deputy

4. **bears the seal / stamp of**

c'est revêtu du sceau / tiene de / y está revestido del sello / timbre de:

County of Los Angeles, State of California

**Certified**

Attesté / Certificado

<table>
<thead>
<tr>
<th>5. at</th>
<th>Los Angeles, California</th>
<th>6. the</th>
<th>23rd day of March 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>a / en</td>
<td></td>
<td>le / el día</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>7. by</th>
<th>Secretary of State, State of California</th>
</tr>
</thead>
<tbody>
<tr>
<td>par / por</td>
<td></td>
</tr>
</tbody>
</table>

| 8. Nº | 94003 |
| sous nº | bajo el número |

| 9. Seal / stamp: | 10. Signature: |
| Sceau / sello / Sello / timbre: | Signature, Firma: |

The Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where applicable, the identity of the seal or stamp which the public document bears.

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Cette Apostille atteste uniquement la vérité de la signature, la qualité en quelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont l'acte public est revêtu.

Cette Apostille ne certifie pas le conformité de l'acte pour lequel elle a été émise.

Cette apostille peut être vérifiée à l'adresse suivante: [www.cs.gov/identifier/apostille-search](http://www.cs.gov/identifier/apostille-search)

Ce certificat ne constitue pas une Apostille en vertu de la Convention de La Haye du 5 Octobre 1961, lorsque présenté dans un pays qui n'est pas partie à cette Convention. Dans ce cas, le certificat doit être présenté à la section consulaire de la mission qui représente ce pays.

Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público está revestido.

Esta Apostilla no certifica el cumplimiento del documento para el cual se expide.


Esta certificación no constituye una Apostilla en virtud del Convenio de La Haya de 5 de octubre de 1961 cuando se presenta en un país que no es parte del Convenio. En estos casos, el certificado debe ser presentado a la sección consular de la misión que representa a ese país.
STATE OF CALIFORNIA
CITY OF LOS ANGELES

I, DEAN C. LOGAN, County Clerk of the County of Los Angeles, State of California, in and for said County DO HEREBY CERTIFY THAT ARDIS JACKSON JR at time of signing a duly commissioned, qualified and acting NOTARY PUBLIC, in the State of California, County of Los Angeles, empowered to act as such Notary in any part of this State and authorized to take the acknowledgement or proof of powers of attorney, mortgages, deeds, grant transfers, and other instruments of writing executed by any person, and to take depositions and affidavits and administer oaths and affirmations in all matters incident to the duties of the officer or to be used before any court, judge, officer, or board.

I FURTHER CERTIFY that the seal affixed or impressed on the attached document is the official seal of said Notary Public and it appears that the name subscribed thereon is the genuine signature of the person aforesaid, his (or her) signature being of record in this office.

(Valid only if the certification bears the embossed Seal of the Registrar-Recorder/County Clerk.)

IN WITNESS WHEREOF, I execute this certificate and have hereunto set my hand and affixed the seal of said County this

23rd day of March, 2017

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _______________________
WALTER WILLIAMS, Deputy County Clerk

BRF03-3/3/2009
CERTIFIED TRUE ORIGINAL

1. Sandy Gilliam, Paralegal at Allscripts Healthcare confirm that attached is a duly executed Limited Liability Partnership Agreement which remains in full force and effect and has not been modified, amended revoked or otherwise altered.

IN WITNESS WHEREOF, the undersigned has executed this document this 22nd day of March 2017.

[Signature]
Sandy Gilliam
Paralegal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd day of March, 2017 by Sandy Gilliam, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Notary Public

[Notary Stamp]
LIMITED LIABILITY PARTNERSHIP AGREEMENT

BETWEEN

Allscripts Healthcare IT (Mauritius) Limited

AND

Allscripts Healthcare International Holdings LLC

22 March, 2017
LIMITED LIABILITY PARTNERSHIP AGREEMENT

This Limited Liability Partnership Agreement ("the LLP Agreement") is executed and entered into at Vadodara, Gujarat, India on 22 March, 2017 ("Execution Date") by and between:

1. Allscripts Healthcare IT (Mauritius) Limited (represented through Jaydeep Wakankar), a company incorporated under the laws of Mauritius having its registered office at Abax Corporate Services Ltd, 6th Floor, Tower A, 1 Cybercity, Ebene, Mauritius (hereinafter referred to as "Partner 1", which expression shall, unless it be repugnant to the context or meaning thereof, include his legal heirs, successors, nominees and permitted assignees);

2. Allscripts Healthcare International Holdings LLC (represented through Dennis Ols), a company incorporated under the laws of United States having its registered office at National Registered Agents, Inc., 160 Greentree Dr Ste 101 Dover, Delaware, County of Kent, 19904 (hereinafter referred to as "Partner 2", which expression shall, unless it be repugnant to the context or meaning thereof, include his legal heirs, successors, nominees and permitted assignees);

Partner 1 and Partner 2 shall be individually be referred to as a "Partner" and collectively referred to as "Partners/Parties".

WHEREAS:

1. The Partners have mutually agreed to form a Limited Liability Partnership in the name and style of Allscripts (India) LLP ("LLP"), with its Registered Office at 10 & 11 floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara - 390002, Gujarat, India, as per the terms of this Agreement in accordance with the provisions of Limited Liability Partnership Act, 2008 ("LLP Act").

2. The Partners have hereto agreed to jointly do and carry on the business specified in Schedule III of this Agreement in the name and style of Allscripts (India) LLP on the terms set forth in this LLP Agreement.

NOW, THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT

WITNESSETH AS FOLLOWS:

Article 1

RECITALS

The Partners hereto have agreed and hereby consent to this LLP Agreement –

1.1. to form a Limited Liability Partnership as an entity converted from a Private Limited Company in pursuance with Section 56 of the LLP Act, 2008 read along with the Third Schedule;

1.2. to provide for their respective rights, powers, duties and obligations as Partners; and
1.3. to reduce the terms and conditions relating to the management, operations and closure of the LLP in writing.

This LLP Agreement shall be filed with the Registrar at the time of incorporation of the LLP in accordance with the provisions of the LLP Act, 2008 and subsequently, on each modification(s) thereto.

Article 2
DEFINITIONS

2.1 In this LLP Agreement and the Schedules annexed hereto, the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

(a) "Accounting Year" or "Financial Year" of the LLP means the period from the 1st day of April of a year to the 31st day of March of the subsequent year;

(b) "Business" means the activities, management and operations of the LLP as set out in this Agreement;

(c) "Capital Contributions" mean the contribution made by the Partners pursuant to Article 8 hereof and, in case of all the Partners, the same would refer to the aggregate of all such capital contributions;

(d) "Company" shall mean Allscripts (India) Private Limited incorporated under the Companies Act, 1956 having its registered office at 10 & 11 floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara - 390003, Gujarat;

(e) "Confidential Information" shall mean any documents, data, or information pertaining to the LLP that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as:

(a) financial information;
(b) technical information, including research, development, procedures, data, designs, and know-how;
(c) business information, including operations, planning, and marketing interests;
(d) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, customer software, source code, object code, flow charts, data-bases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable;

(f) "Designated Partners" shall mean the Partners whose names are set forth in Schedule II to this Agreement and include any individual designated as such pursuant to the provisions of this LLP Agreement and who has given his prior consent to act as Designated Partner of the LLP in the prescribed form;

(g) "LLP Act" or "the Act" shall mean the Limited Liability Partnership Act, 2008 as amended from time to time;

(h) "LLP Rules" or "the Rules" shall mean the Limited Liability Partnership Rules, 2009 as amended from time to time;

(i) "Partner(s)" in relation to this LLP means any person who becomes a Partner in this LLP in accordance with this LLP Agreement and includes the initial Partners referred in Schedule I to this LLP Agreement and who are subject to the terms and conditions of this Agreement and the applicable provisions of the LLP Act;
(j) "Partner's interest" means the ownership interest of the partner in the LLP including a Partner's right to share in the income, gain, loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partner's right to vote and otherwise participate in the operations or affairs of the LLP as provided for in this Agreement and under the LLP Act;

(k) "Profit-Sharing Ratio" shall as of the Execution Date mean the ratio as stated in Schedule V to this Agreement. The same shall be revised upon admission of Partner as stated in Article 9 of this Agreement;

(l) "Registrar" shall have the meaning as assigned under the LLP Act;

(m) "Resident in India" means a person who has stayed in India for a period of not less than 182 days during the immediately preceding year.

Terms not defined herein, but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules.

Article 3

NAME, OBJECTIVES AND FORMATION

3.1 Name

The business of the LLP shall be carried on in the name and style of Allscripts (India) LLP. Any change in the name of the LLP shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the LLP Act and the Rules.

3.2 Registered Office

Allscripts (India) LLP shall have its registered office at and/or at such place as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be the duty of the Designated Partners of the LLP to notify the same to the Registrar in the form and manner as prescribed in the Act and the Rules.

3.3 Business

The nature and purpose of the business to be conducted by Allscripts (India) LLP is to engage inter alia in the field of computer software development, more particularly described in Schedule III to this Agreement. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business. It may also include any other business conducted in such manner as may be decided by the majority of Partners from time to time. Nothing set forth in this Agreement shall be construed as authorising the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act.

3.4 Term

Allscripts (India) LLP as constituted under this Agreement shall be deemed to have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and/or as provided under the Act and/or the Rules.
3.5 Common seal

Allscripts (India) LLP shall have a common seal as agreed upon by the Partners to be affixed on documents under the signature of at least 2 Designated Partners as authorised by way of a decision taken at the meeting of the Partners.

Article 4

PARTNERS AT THE TIME OF INCORPORATION

4.1 Initial Partners

The Partners who have subscribed their names to this LLP Agreement and to the incorporation document to be filed with the Registrar on the incorporation of LLP shall be Partners of the LLP at the time of its incorporation.

4.2 Change in Partners

Any change in the Partnership shall be reflected in this Agreement and shall be intimated to the Registrar in a manner and by giving such notice, as prescribed under the LLP Act.

Article 5

DESIGNATED PARTNERS

5.1 Designated Partners at the time of incorporation

The names of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number and signatures are provided in Schedule II. The Designated Partners shall be nominated and appointed by the Partners whose names have been set forth in Schedule I to this Agreement. Such Designated Partners shall provide their consent to act as such, in the prescribed form.

5.2 Responsibility of legal compliance

The Designated Partners shall be responsible for doing all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

5.3 General role

In addition to their specific role and responsibilities under any Article(s) of this Agreement, the Designated Partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

Article 6

MANAGEMENT OF THE PARTNERSHIP

6.1 Day-to-day management

Subject to the provisions of this Agreement, day-to-day operation of the LLP shall be vested with the Designated Partners, who shall have the power on behalf and in the name of Allscripts (India) LLP to carry out any and all purposes of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

6.2 Decision by Majority
Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made on a 'simple majority' basis. Reference to 'simple majority' shall be made to the context of the value of contribution made by the Partners.

6.3 Delegation of Authority

The Partners, through a resolution passed at their meeting, authorise the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper.

6.4 Matters requiring approval of all Partners

Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the Partners:

(a) Change of name of the LLP
(b) Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
(c) Admission of new Partner;
(d) Increase in the capital contribution of the Partners;
(e) Appointment or removal of a Designated Partner;
(f) Amendment to any Article of this Agreement;
(g) Removal of Auditor;
(h) Finalising and signing the annual statement of accounts and statement of Solvency.

Article 7

MEETINGS

7.1 Frequency of meetings

Periodic meetings shall be held as determined by the Designated Partners of LLP. There shall not be a gap of more than 12 months between two meetings. Meetings of the Partners for any specific purpose may be called at any time by any of the Designated Partners or by any other Partner.

7.2 Service of notice for meeting of Partners

The meeting of Partners may be called by giving 7 days' notice. The meeting may be called at a shorter notice, provided majority of the Partners agree there to either by way of an advance communication to the LLP or in the concerned meeting itself, however, the Partners may agree to waive notice. The notice may be sent to all the Partners at their business or residential address or electronically to the email addresses provided by the individual Partners in writing to the LLP.

7.3 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media

A meeting of the Partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

7.4 Appointment of Chairman

At each meeting, a Chairman shall be appointed from amongst the Partners present, who shall preside over the proceedings of the said meeting.

7.5 Venue of meeting
Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made on a 'simple majority' basis. Reference to 'simple majority' shall be made to in the context of the value of contribution made by the Partners.

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At each meeting, a Chairman shall be appointed from amongst the Partners present, who shall preside over the proceedings of the said meeting.

7.5 Venue of meeting
8.6 Mode of return of capital contribution

A Partner, irrespective of the nature of his capital contribution, shall only have the right
to demand and receive cash in return for his capital contribution. This shall however be
subject to the agreement of the Partners in a duly convened meeting.

Article 9

ADMISSION OF PARTNERS/DESIGNATED PARTNERS

9.1 Admission of new Partner

A new Partner may be introduced with the consent of all the Partners on such terms and
conditions as the Partners may agree with the entity to be introduced as a Partner in the
LLP. Such new Partner shall provide its consent and other information required for the
purpose of filing of the prescribed Form in this regard with the Registrar (including the
details of the nominee), on or before his joining as Partner of the LLP.

9.2 Change in Designated Partner

The LLP may appoint or remove a Designated Partner with the approval of all its
Partners. In any decision concerning removal of a Designated Partner, the concerned
Designated Partner shall not be a party and shall not be entitled to cast his vote.

9.3 Number of Designated Partners

The LLP shall, at all times, have at least two Designated Partners, and one of whom
shall be a resident in India. The maximum number of designated partners shall not
exceed 5 at any point of time. In case no Designated Partner is appointed or if at any time
there is only one or no Designated Partner, each Partner shall be deemed to be a
Designated Partner.

9.4 Requirements for appointment as Designated Partner

For a person to be appointed as a Designated Partner, he or she must:

a) be a Partner, or in case the Partner is a body corporate, be an authorized nominee
   of such Partner;
b) be an individual;
c) be holding a valid DIN (DPIN) as prescribed under the LLP Act and the rules
   made thereunder;
d) furnish his or her consent to act as a Designated Partner, in the manner and form
   prescribed under the LLP Act and the rules made thereunder;
e) fulfill such other requirements as imposed by the LLP Act.

Article 10

CESSATION OF PARTNERS

10.1 Voluntary withdrawal

No Partner shall withdraw from the LLP without the prior consent of other Partners
provided such consent is not unreasonably withheld or delayed. A Partner may tender
his intent to resign as a Partner by giving not less than 7 days’ notice in writing in the
form of Partner’s resolution passed by such partner.

10.2 Entitlement of former Partner upon voluntary withdrawal
The former Partner, or a person entitled to his share in consequence of the voluntary withdrawal or insolvency of the former Partner, shall be entitled to receive from the LLP within 12 months of his ceasing to be a Partner in the LLP—

(a) an amount equal to the capital contribution of the former Partner actually made to the LLP; and
(b) his right to share in the accumulated profits of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner.

Such entitlements shall however be subject to deduction/charging of applicable taxes, if any. A former Partner or a person entitled to his share in consequence of the death or insolvency of the former Partner shall not have any right to interfere in the management of the LLP, in any manner whatsoever.

10.3 Determination of price of share of the exiting Partner

Price of the share of exiting Partner generally shall not be less than the amount at which such share shall stand in the last balance sheet, as at the date the former Partner ceased to be a Partner. The selling or exiting Partner may charge such premium or, as the case may be, apply such discount as the parties may mutually agree on the basis of a valuation done by a valuation professional.

10.4 Expulsion of Partner and termination of his partnership

If any Partner—

- becomes bankrupt or
- commits a material breach (other than a technical/procedural default) of any of the provisions of this Agreement; or
- commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal,

it shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or his trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase his share and pay the purchase price to the offending Partner or his trustee or official assignee.

10.5 Other effects of cessation

The cessation of a Partner/Designated Partner from a LLP shall not by itself discharge the Partner from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner/Designated Partner.

Article 11

BOOKS OF ACCOUNT

11.1 Business to be carried out in the name of LLP

All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold by and in the name of the LLP. Similarly, all services shall be availed or rendered by and in the name of the LLP. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

11.2 Accounting of LLP expenses
All outgoings and expenses of the LLP and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits of the LLP; and next out of Partners' capital account in the shares in which they are entitled to the net profits of the LLP.

11.3 LLP receivables

All moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the account of the LLP, except such amount of cash sum(s) as are, immediately required to meet the current expenses of the LLP.

11.4 Maintenance and audit of books of account

The accounts of the LLP shall be maintained according to the accounting year (April to March), and a Statement of Account and Solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31st March in each year and, if required by the LLP Act/Rules, the Statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

11.5 Place of maintenance of books of account

The LLP shall maintain its books of account and other books at the registered office of the LLP. Such books shall be updated in a regular manner and shall not be removed from the registered office without the consent of all the Partners. Further, such books of account and related working papers shall be preserved for a period of eight financial years immediately preceding the current financial year.

11.6 Approval of Accounts

The accounts of the LLP as on 31st March each year shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of Partners.

11.7 Basis of maintenance of accounts

Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP as conducted in each financial year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules; or by the Institute of Chartered Accountant India; or any other competent authority.

Article 12

STATUTORY RECORDS AND FILINGS

12.1 Maintenance of Records

The LLP shall keep at its registered office:

a) A current list of the full name and last known business, residence or mailing address of each Partner and Designated Partner;
b) LLP Agreement and all amendments and modifications hereto required by statute or as determined by the Partners;
c) Statutory records prescribed under the Act as required by statute or as determined by the Partners;
d) Copies of the income-tax returns of the LLP (for 8 years preceding the current financial year);
e) Copies of any financial statements and audit reports of the LLP (for 8 years preceding the current financial year); and
f) Copies of annual returns of the LLP (permanently) as required by statute or as determined by the Partners.

12.2 Annual filing

The LLP shall prepare and file with the Registrar, a Statement of Account and Solvency and an Annual Return as per the timelines and in the manner prescribed under the LLP Act.

Article 13

STATUTORY AUDITORS

13.1 Appointment by Designated Partners

Upon conversion of the erstwhile Company, the last auditors of the Company shall become the initial statutory auditor of the LLP. In case of resignation/ death or removal of auditor, the Designated Partners shall appoint the statutory auditor to fill the vacancy.

13.2 Appointment by Partners

In case the Designated Partners fail to appoint an auditor as above, the Partners may, through a resolution passed at their meeting appoint an auditor. Further, any subsequent appointment (including reappointment of the existing auditor) of auditor shall be made by the Partners in their annual meeting, in which Statement of Account and Solvency are to be considered and approved.

13.3 Audit fee

The fee to be paid to the statutory auditor shall be collectively decided by the Designated Partner(s), subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.

13.4 Qualification for appointment as Auditor

A person shall not be qualified to be appointed as statutory auditor of the LLP unless he is a Chartered Accountant in practice. A firm of Chartered Accountants in practice or a LLP formed exclusively by Chartered Accountants in practice may also be appointed as statutory auditor, subject to the permissibility thereof by their governing body, the Institute of Chartered Accountants of India (ICAI).

13.5 Appointment on annual basis

An auditor of the LLP shall be appointed for each financial year for auditing its accounts. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:

(a) new auditors are appointed, or
(b) he is re-appointed.

13.6 Effect of failure to appoint auditor

Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the majority of
Partners have determined that he should not be re-appointed and have given a notice to this effect to the LLP.

**Article 14**

**PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS**

14.1 Salaries and drawings

None of the Partners, except the Designated Partner, may receive any salary/remuneration for services rendered to the LLP.

Subject to any agreement amongst majority of the partners to this effect, none of the Partners shall withdraw the initial capital contribution made by him/her towards the 'capital account'.

14.2 Profit Sharing

The net profits of the LLP arrived at after payment of applicable taxes and providing for payment of remuneration to the Designated Partner and interest to Partners on the loan given by them shall be divided in the proportions specified in Schedule IV of this Agreement. Losses, if any shall be borne by the Partners in the same proportion as profits.

**Article 15**

**RIGHTS OF PARTNERS**

15.1 Right to take part in business

Every Partner of Allscripts (India) LLP shall have the right to take part in conduct of business of the LLP.

15.2 Rights, title and interest in assets and properties

In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties in Allscripts (India) LLP. Such rights, title and interest shall be in the proportion of their respective capital contribution.

However, if a Partner becomes insolvent during his tenure as a Partner in Allscripts (India) LLP, his rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

15.3 Right to access and inspect books

All the Partners shall have the right to access, inspect and copy any books of Allscripts (India) LLP.

15.4 Right to continue independent business

Each of the Partners of Allscripts (India) LLP shall be entitled to initiate or carry on an existing, separate and independent business. The said Partner shall however not use the name of Allscripts (India) LLP to initiate or carry on such business.

15.5 Right to recover debt due
If any Partner advances any sum of money to Allscripts (India) LLP over and above his due contribution to capital, the same shall be a debt due from Allscripts (India) LLP to the Partner advancing the same.

Article 16

DUTIES OF PARTNERS

16.1 Fiduciary duties

Each Partner of Allscripts (India) LLP shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

16.2 Duty to indemnify loss caused by fraud

The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud/fraudulent conduct of the business of the LLP. In such a case, the Partner/Designated Partner involved shall carry unlimited liability, at his own risks.

16.3 Duty to pay back personal profits earned by Partners

If any Partner of Allscripts (India) LLP derives any profit for himself without the consent of the LLP from any transaction concerning the LLP, or from the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

16.4 Confidentiality

a) Disclosure of a Partners' confidential information to any of the officers, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.

b) Each Partner shall exercise the same standard of prudence and diligence, but no less than a reasonable standard of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

c) Within 7 days following termination or expiration of this Agreement, each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of documents.

Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and to use such information except as expressly permitted in this Agreement. Each Partner hereby agrees to enforce confidentiality obligations by which its employees and consultants are bound.
16.5 Other duties

No Partner shall without the written consent of other Partners:

a) Engage or except for gross misconduct, dismiss any employee of Allscripts (India) LLP.
b) Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business.
c) Enter into any bond or provide security or guarantee or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause.
d) Assign, mortgage or create charge on any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distributions in the LLP, in full or in part.
c) Lend money or give credit on behalf of Allscripts (India) LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.
f) Compromise or compound or release or discharge (except upon payment in full) any debt due to Allscripts (India) LLP except upon the consent of the LLP in a meeting or through specific delegation of such powers on the Designated Partner(s).
g) Buy, order, contract or procure any property, goods or services for the LLP exceeding INR 500 Million.
h) Sign any cheque on behalf of the LLP for a sum as mutually agreed by and between Partners.

16.6 Liability of Partners to make good losses incurred in certain cases

Any loss incurred through breach of the provisions mentioned above shall be made good to Allscripts (India) LLP by the Partner whose conduct caused the LLP to incur the same.

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Article 17

PARTNERS’ RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES

17.1 Inter se relation among Partners and their relation with the LLP

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

17.2 Restriction on authority

No Partner shall:

a) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the LLP;
b) use the LLP name, credit, or property for other than the purposes of the LLP;
c) do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

17.3 Prohibited acts
Except as otherwise expressly provided in an Agreement:

a) Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP in the conduct or winding up of the activities of the LLP.
b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Partners in a properly convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP and had made a declaration of his interest in such business to the LLP at the time of being admitted as a Partner thereto.

17.4 Extent of Partner's liability

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement.

Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other Partner, if such deficits occur.

17.5 Protection to Partners by LLP

The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings, regardless of the outcome, judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the negligence or wilful misconduct of the Partner or the officer(s) seeking indemnification.

17.6 LLP not to be bound by certain acts

The LLP is not bound by anything done by a Partner in dealing with a person if:

a) The Partner in fact has no authority to act for the LLP in doing particular act and
b) The person knows that he has no authority or does not know or believe him to be a Partner of the LLP.

Article 18

CONSEQUENCES OF BREACH OF COVENANTS

18.1 Default in performance of obligations by Partners

If a Partner materially defaults in the performance of his obligations under this Agreement, and such default is not cured within 7 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 7 days after notice of such default is given by a Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

18.2 Available rights and remedies

If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

18.3 Waiver or consent to breach
No consent or waiver, express or implied, by a Partner of any breach or default by another Partner in the course of performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under Agreement.

18.4 Remedy for material breach

If a material breach of this Agreement is committed by a Partner then the scope of cure of such breach shall be conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted for such breach then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting Partner(s) would be in addition and without prejudice to his/her right to seek indemnification under Article 20 of this Agreement.

Article 19

TITLE TO PROPERTY

19.1 The immovable properties purchased by the LLP shall have clear and marketable title free from all encumbrances. All properties of the LLP shall be held and registered, where necessary, in the name of the LLP.

Article 20

INDEMNIFICATION

20.1. Indemnification by, and between, the Partners

Neither Partner shall indemnify the other Partner(s) but may indemnify the LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnitees") for any loss, claim, damage, liability or action except to the extent resulting from his gross negligence, misconduct, willful wrong doing or breach of his obligation(s) in terms of Article 19 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

20.2 Procedure for indemnification

An indemnity (the "Indemnitees") that intends to claim indemnification under Article 20 shall promptly notify the other Partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so to assume the defense thereof with counsel of its own choice.

20.3 Limitation of indemnity
The provisions of indemnity in this Agreement shall not apply to amount paid in settlement of any loss, claim, damage, liability or action if such settlement is made with the consent of the Indemnitees, which consent shall not be withheld unreasonably. The failure to deliver written notice to Indemnitor within a reasonable time after the commencement of any the action (in any case, not more than 12 months of commencement of any action), if prejudicial to his/its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Article.

20.4 Co-operation

At the Indemnitor’s request, the Indemnitee under this Article and its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

20.5 Payment of legal costs by LLP

The expenses incurred by Partners, Designated Partner, officers or employees in defending a civil or criminal action, suit or proceeding by or against the LLP/its Partners/Designated Partners/Officers/Employees, in the ordinary course of the business of the LLP, shall be paid by the LLP.

20.6 Notice of indemnification and payment of legal costs

Any indemnification or, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the Partners.

Article 21

WINDING UP AND DISSOLUTION

21.1 Voluntary winding up

The LLP shall be liquidated pursuant to the terms and conditions contained in this Agreement and the provisions of the LLP Act upon a decision to dissolve the LLP by a written consent of the all the Partners.

21.2 Compulsory Winding up

Notwithstanding anything contained in this Agreement, the LLP shall be deemed to be terminated in the following cases:

a) Number of Partners falls below two, and the LLP continue to carry on its business with less than two Partners for a period of six months;

b) Partner’s non-economic rights (viz., right to take part in the management, etc.) are transferred to a third party without the approval of the existing Partners.

21.3 Appointment of Liquidator

Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the LLP Act and Rules.
The Partner or Designated Partner with the consent of all the Partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve the LLP as required by the LLP Act and/or the LLP Rules.

21.4 Status during Liquidation

During the course of liquidation, the Partners shall continue to share profits and losses of the LLP but there shall be no cash distributions to the Partners until the Distribution Date as defined in Article 21.5 hereof.

21.5 Distribution Date

Liquidation shall continue until the affairs of the LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or, if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Article 21.6 hereof not later than the Distribution Date.

21.6 Appropriation of proceeds of liquidation

Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

(a) First, to pay all expenses of liquidation and winding up;
(b) Second, to pay all debts, obligations and liabilities of the LLP, order of priority as provided by law, other than debts owing Partners or on account of Partners' contributions;
(c) Third, to pay all debts of the LLP owing to a Partner; and
(d) To establish reasonable reserves for any remaining contingent to unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners in proportion of their respective profit sharing ratio.

Article 22

GENERAL PROVISIONS

22.1 Amendment, repeal or modification

Subject however to any contrary provisions in the LLP Act, this Agreement may be amended only by the affirmative vote of all the Partners. Any such amendment shall be in writing and shall be duly executed.

22.2 Binding effect
Subject to the provisions of this Agreement, the terms and conditions made herein shall have precedence over any other Agreement concluded before the execution of this Agreement. The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly reflected in this Agreement and the required amendment shall be made only with the consent of all the Partners and in writing.

22.3 Construction

This Agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

22.4 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies thereof which, when taken together, bear the authorised signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

22.5 Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by email, express courier, which registered/speed post or facsimile to:

Mr. Jaydeep Wakankar

Jaydeep.Wakankar@alipatra.com

10 & 11 Floor, Atlantis Heights, Dr. Vikram Sarabhai Road, Vadodara - 390023,
Gujarat, India

22.6 Severability

If one or more provisions of this Agreement are held by a proper Court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

22.7 Waiver

No part of this Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver and shall be subject to unanimous consent of the remaining or all the Partners/ as the case may be.

22.8 Dispute Resolution

In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partners and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue fails, the matter shall be referred to a single arbitrator. If the parties agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and
subject to the provisions of the Arbitration and Conciliation Act, 1996 (the ‘Arbitration Act’) and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral award(s) shall be binding on all parties to the dispute.

22.9 Entire Agreement

Subject to the provisions of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the Partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the Partners with respect to the subject matter hereof, and supersede all prior contemporaneous agreements, representations, and understandings of parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition neither of the Partners can assign this Agreement or the rights and obligations thereunder to another party without the prior written consent of the other Partner.

22.10 Savings

In the absence of any specific provision to the contrary, nothing in the Agreement shall be deemed to limit or otherwise affect any special or local law now in force or any special jurisdiction or power conferred, or any special form of procedure prescribed, by or under any other law for the time in force.

22.11 Conflict with exchange control regulations

In case of any conflict between the terms in this Agreement and the provisions in the Foreign Exchange Management (Transfer or issue of Security by a Person Resident outside India) Regulations, 2000, the latter shall prevail.

22.12 Governing law

This Agreement shall be governed by the laws of India which are in force and which may be enacted by the Government of India from time to time.

22.13 Jurisdiction

Subject to the provisions mentioned hereinbefore, competent courts in State of Gujarat shall have exclusive jurisdiction to adjudicate over matters relating to or arising out of the present Agreement.
IN WITNESS WHEREOF, the Partners have executed this Agreement as of the Execution Date.

Signed and delivered by the Partners of "L.I.P."

<table>
<thead>
<tr>
<th>Name of Partner</th>
<th>Signature of Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allscripts Healthcare IT (Mauritius) Limited (represented through Jaydeep Wackkar), a company incorporated under the laws of Mauritius having its registered office at Abax Corporate Services Ltd, 6th Floor, Tower A, 1 Cybercity, Ebene, Mauritius</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Allscripts Healthcare International Holdings LLC (represented through Dennis Olis), a company incorporated under the laws of Delaware, United States having its registered office at National Registered Agents, Inc., 150 Green Tree Dr Ste 107, Dover, Delaware, County of Kent, 19904</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

Witness:

a) Name: **Fofram Shah**  
   Address: 3-4-826/16, 301, Kaveri Shriram Appas, Barkapuram, HYD - 50  
   Signature: [Signature]

b) Name: **Ishuani, Nisquadkar**  
   Address: 103/FB, 'Nisqua House', Oshwambe Lane, Model Colony, Pune - 411016  
   Signature: [Signature]
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Partner</th>
<th>Registered Office address</th>
<th>Represented through</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Allscripts Healthcare IT (Mauritius) Limited</td>
<td>Abax Corporate Services Ltd, 6th Floor, Tower A, 1 Cybercity, Ebene, Mauritius</td>
<td>Jaydeep Wakamkar</td>
</tr>
<tr>
<td>2</td>
<td>Allscripts Healthcare International Holdings LLC</td>
<td>National Registered Agents, Inc., 160 Greentree Dr Ste 101, Dover, Delaware, County of Kent, 19904</td>
<td>Dennis Olis</td>
</tr>
</tbody>
</table>
## SCHEDULE - II

DETAILS OF DESIGNATED PARTNERS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Designated Partner</th>
<th>Identification number (DIN)</th>
<th>Permanent/ Present address</th>
<th>Signatures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Jaydeep Wakankar (nominee of Allscripts Healthcare IT (Mauritius) Limited)</td>
<td>01802493</td>
<td>99, Tulshibagwale Colony, Perveti, Sahakar Nagar, Pune 411009 MH IN</td>
<td>[Signature]</td>
</tr>
<tr>
<td>2.</td>
<td>Dennis Olis (nominee of Allscripts Healthcare International Holdings LLC)</td>
<td>03338553</td>
<td>67, South Field, Drive Vernon Hills, 60061 US</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
SCHEDULE - III

BUSINESS OF LLP

THE MAIN OBJECTS TO BE PURSUED BY THE LLP ON ITS INCORPORATION ARE:

1. To carry on the business of computer software development and of import, export, purchases, sales, distribution and to transfer and to give on license software for use on all kinds of computers including notebook, laptop, personal, mainframe, servers, in all computer languages and for use on micro-processors, equipment, gadgets, peripherals, modules, auxiliary instruments, systems, the Internet and devices of industrial and commercial domestic and international markets. To develop systems for various industries and to develop and to deal in software for healthcare information systems for storage and transmission of data in various operating environments, systems for visualization, animation, mapping systems, local area networks, wide area networks, digital imagery and photography, computer networks, satellite communications, version control software computer aided software engineering technology, multimedia systems all of the above with OLE, ODBC, COM, DCOM, CORBA, HTML, DHTML, web authoring tools, graphics and graphics tool systems for use by medical profession including radiology, pathology and other hospital information systems, software for scheduling, telecommunication electronic media, banking, finance, accounting, transportation, data conversion systems character recognition, barcode design, web navigation, management undertaken, manage operate, conduct and to run data processing centers, computer consultancy business, software consultancy and other allied activities for all sorts of services relating to information technology. To provide internet access via dial-up leased lines and ISDN lines, cable TV lines and all other means for home use as well as business clients, provide web design and hosting services, provide call-centre services to international clients, operate data centres, large computer networks, information kiosks electronic commerce, customer support, telemarketing custom software development for the internet. To provide on-site installation, training configuration management, facilities management services to domestic as well as international clients for information technology implementation and consultancy.

2. To promote, encourage, establish, develop, maintain, organize, undertake, manage, operate, conduct and to run in India or abroad computer training centers, data processing centers, computer consultancy business, software consultancy and other allied activities for all sorts of services relating to computers its maintenance, repairs, programs and
operations for industrial, commercial, domestic public utility, defence, government, semi governments and other general customs or sections of society. To carry on the business of manufacturers, importers, exporters, assemblers, hirers and repairers of and/or dealers in and marketing and distribution of computers and computer peripherals, software and hardware, computer parts, data transmission circuit, audio visual equipment and consumer electronics, radio receivers, television receivers, television picture tubes, tape-recorders, record changers, professional and defence electronics, test and measuring instruments, inspection instruments, digital and analytical instruments, electronic environmental and pollution measuring instruments, photo copying machines and other office equipment, electronic desk calculators, scilloscopes and associated instruments, process control systems, industrial electronics, medical electronic equipment, electro devices, audio record/play back systems, closed circuit T.V., aerospace electronics, geo science electronics, broad casting electronics and for the purpose of foregoing but without limiting the generality, materials, accessories, components and spare parts thereof.

3. To carry on the business of management consultants and for that purpose to take part, in the formation, management, supervision or control of the business or operations of any LLP or undertaking and to act as administrators, receivers and to appoint and remunerate any Partners administrators, managers or accountants or other experts or agents.

(b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(a) ABOVE ARE:

1. To acquire real or leasehold estate and to purchase, or otherwise acquire or provide in an places in which any part of the business of the LLP may from time to time be carry on, all such offices, warehones, workshops, buildings, houses for employees, machineries, engines, plants and appliances as may be considered requisite for the purpose of carrying on the business of the LLP or any part thereof.

2. To form, constitute, float, lend money to assist and control similar associations, undertakings whatsoever.

3. To promote, subsidies and assist companies, syndicates and partnerships of all kind in a manner as may be thought fit in connection with any of the objects of the LLP.

4. To hold, use, work, manage, improve, carry on, develop the undertaking, lands and moveable estate or property and assets of any kind of the LLP or any part thereof.

5. To dispose of any property of the LLP either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.

6. To subscribe for, take or otherwise acquire and hold shares, stocks debentures or other securities of any other Company having objects altogether or in part similar to those of the LLP or carrying on any business capable of being conducted so as directly to benefit the LLP.

7. To subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national, public, or any other useful institutions in their object or purposes or for any exhibitions but not for political objects.
8. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of LLP or who are/were at any time Partners of the LLP and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institution associations, club or funds calculated to be for the benefit of or to advance the interest are well-being of the LLP or of any such other company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and to any matters aforesaid.

9. To provide for the welfare of Partners or employees of the LLP and the wives, widows and families of the dependents or connections of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pension gratuitis, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other association institutions, funds profit sharing or other scheme or trust and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medicine and other attendants, and other assistance as the LLP shall think fit.

10. To establish, provide, maintain and conduct or otherwise subsidise research, laboratories and experimental workshop for scientific and technical research and experiments and to undertake and carry on with all scientific and technical research experiments and tests undertaken and to promote studies and research both scientific and technical investigation and invention by providing subsidy or assisting laboratories workshops, libraries, lectures, meetings and conferences and by providing the remunerations of scientific or technical professor or teachers and by providing for the awards or exhibition, scholarship prizes and grants to students or otherwise and generally to encourage promote and reward studies, researches, investigation, experiment, tests and invention of any kind that may be considered likely to assist any of the business which the LLP is authorised to carry on.

11. To acquire and undertake all or any of the business property and liabilities of any person, company/LLP carrying on or proposing to carry on any business which the LLP is authorised to carry on or possessed of property suitable for the purpose of the LLP which can be capable of being conducted so as directly to benefit the LLP and to subsidise or assist any such persons financially or otherwise.

12. To vest any movable or immovable property rights or interests acquired by or belonging to the LLP in any person on behalf of or for the benefit of the LLP and with or without any declared trust in favour of the LLP.

13. To lend and advance money or give credit to such persons or companies/LLPs and on such terms as may seem expedient and in particular to customers and others having dealing with LLP and to guarantee the performance of any contract or obligation and the payment of money to any such person and generally to give guarantee and indemnities.

14. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments, of any person whatsoever, whether incorporated or not and generally to guarantee or become securities for the performance of any contracts or obligations.

15. To undertake and execute any trust, the undertaking of which may seem to the LLP desirable either gratuitously or otherwise.

16. To procure the incorporation, registration or other recognition of the LLP in any country, state or place outside India and to establish and maintain local registers and branch places of business in any part of the world subject to law in force.
17. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the LLP or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the LLP.

18. To pay out of the funds of the LLP all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the LLP.

19. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debenture, bonds bills of lading, railway, receipts, warrants and all other negotiable or transferable instruments

20. To insure with any other person against losses, damages, risks and liabilities of all kinds which may affect this LLP.

21. To open account or accounts with any firm or Company or with any bank or banks or banker to pay into, withdraw money from such account or accounts.

22. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to the objects of business herein mentioned or any of them and to undertake execute, carry out dispose of or otherwise turn to account the same.

23. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.

24. To take part in the management, supervision and control of the business or operation of the LLP or undertaking having similar objects and for that purpose to appoint and remunerate any Partner, employees, accountants or other experts.

25. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the LLP in securities and shares or other movables, or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investments in such manner as the Partners may think fit subject to the provisions of the LLP Act.

26. To purchase or otherwise acquire, protect, prolong and renew any patents, rights, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the LLP and to use and turn to account the same and to grant license or privileges in respect of the same.

27. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the LLP is authorised to purchase, or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the LLP, or in such other manner as the LLP may agree to partly in one mode and partly in another.

28. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the LLP capable of being turned to account, to work develop, carry out, exercise and turn to account the same.

29. In furtherance of the aforesaid objects of the LLP:
   a. to enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons -or obtaining by grant, licence, and/or on other terms, formulate and other rights and benefits, and to obtain technical and
engineering information assistance and service know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and

b. to pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the LLP,

c. to pay to Partners/Designated Partners such remuneration and fees and otherwise recompense them for their time and for the service rendered by them.

30. To do above things as may be incidental or conducive to the attainment of above objects, as principals and as through agents, brokers, trustees, contractors, either alone or in partnership or in conjunction with others.

31. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the LLP may have interests and to carry on any negotiations or operations for the purposes of carrying out the objects of the LLP directly or indirectly or effecting any modifications in the constitution of the LLP or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the LLP or its Partners and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the LLP and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the LLP.

32. To apply for, promote and obtain any Act of Parliament or legislature, charter, privilege, concession, license or authorisation of Government State or Municipality provisional order or licenses of the Board of Trade or other authority for enabling the LLP to carry out any of the objects into effect or for extending any of the powers of the LLP or effecting any modification of the constitution of the LLP for any other purpose which may seem calculated, directly or indirectly to prejudice the interests of the LLP.

33. To make and/or receive donations, gifts or income to or from such persons, institution or trusts and in such cases and whether of cash or any other assets as may be thought directly or indirectly to benefit the LLP or any of the objects of the LLP and also to remunerate any person or corporation introducing or assisting in any manner the business of the LLP.

34. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealing with the LLP or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance and to form and contribute to provident and benefit funds, or to such persons.

35. To indemnify Partners and employees of the LLP against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the LLP or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.

36. To establish agencies in India and elsewhere for sale and purchase to regulate and discontinue the same subject to law in force.
37. Subject to the provisions of the Act, the LLP shall have power to borrow any sum or sums of money either by way of short/long term loans for the purpose of the LLP and whether with or without any security or by such other terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semi-government corporation as the LLP may deem fit.
## SCHEDULE - IV

### PROFIT SHARING RATION

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Partner</th>
<th>Profit-sharing ratio (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Allscripts Healthcare IT (Mauritius) Limited</td>
<td>99.99992</td>
</tr>
<tr>
<td>2.</td>
<td>Allscripts Healthcare International Holdings LLC</td>
<td>0.00008</td>
</tr>
</tbody>
</table>
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ALLSCRIPTS (INDIA) PRIVATE LIMITED HELD ON FEBRUARY 01, 2017 SECOND FLOOR, WING 2 OF CLUSTER D, EON FREE ZONE, MIDC KHARADI KNOWLEDGE PARK, PUNE 411 014 AT 07:30 PM

RESOLUTION FOR CONVERSION OF THE COMPANY, ALLSCRIPTS (INDIA) PRIVATE LIMITED, INTO A LIMITED LIABILITY PARTNERSHIP ("LLP")

“RESOLVED THAT pursuant to provisions of the LLP Act, 2008 and after obtaining necessary permissions from regulatory authorities including filing intimation letters, where required and execution of requisite documents, consent of the Board is hereby accorded to the Company to undertake the proposed re-constitution of the Company into LLP

RESOLVED FURTHER THAT Allscripts Healthcare IT (Mauritius) Limited and Allscripts Healthcare International Holdings LLC, being the existing shareholders of the Company shall become partners in the proposed LLP and their existing shareholding shall be reconstituted as their respective capital in the LLP.

RESOLVED FURTHER THAT Mr. Jaydeep Wakankar, Director of the Company, be and is hereby authorised to make, execute, sign and issue the necessary documents, or do all such acts, matters, deeds and things necessary and expedient, in relation to the aforesaid conversion including filing letters with the Department of Industrial Policy and Promotion, Reserve Bank of India, SEZ authorities etc. seeking necessary permissions and intimating prospective change in the legal status.”

Certified True Copy

For Allscripts (India) Private Limited

[Signature]

Jaydeep Wakankar
(Director)
DIN- 01802498

Allscripts (India) Private Limited
GIR U722G0J1988PTC034948
2nd Floor, Wing 2, Cluster D, EON Free Zone, Kharadi, Pune 411 014, India • Phone (+91-20) 7107 8000 • Fax (+91-20) 7107 8001
4th Floor, B Wing, Marvel Infotech Centre, Intermediate Ring Road, Domlur, Bangalore 560 071, India • Phone (+91-40) 7121 7000 • Fax (+91-40) 7121 7001
Registered Office: 10th & 11th Floor, Atlantic Heights, Dr. Vilasrao Deshmukh Road, Wadala East 400 032, India • Phone (+91-22) 665 7183 800 • Fax (+91-22) 232 1247
OFFICE OF THE DEVELOPMENT COMMISSIONER,
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,
ANDHERI (EAST), MUMBAI

***************

AGENDA NOTE FOR CONSIDERATION OF UNIT APPROVAL COMMITTEE

------------

a) Proposal: -

Application of M/s. DigiCaptions India Pvt. Ltd., M/s. EON Kharadi Infrastructure Pvt. Ltd.- SEZ for permission w.r.t. Installation of ATM Machine for Exclusively use by employee working within SEZ.

b) Specific Issue on which decision of UAC is required: -

Approval of permission w.r.t. Installation of ATM Machine for Exclusively use by employee working within SEZ.

c) Relevant provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/ Notification:


d) Other Information: -

M/s. DigiCaption India Pvt. Ltd. has been granted Letter of Approval No. SEEPZ-SEZ/ekiPL-SEZ/DIPL/10/2011-12/4053, Dated 18.03.2011 for Software Development, Database Development, Applications Programs, Audio – Video Post – Production Services, 3D Animation/Visual Effects & related Services, Translation/ Transcription and related Services Captioning/Subtitling & related Services, Scripting & related Services, DVD authoring/QC & related Services, Audio – mixing and related Services, Data Entry & related Services, Technical & related Services, Back – Office Services. The unit has commenced their production activity w.e.f. 16.05.2011.

Contd........2/-
The unit vide letter dated 11.04.2017 requested for installation of ATM Machine in SEZ premises, at present there are 1500 employees deployed in their SEZ unit. Further they have salaried accounts with HDFC Bank only and there is no HDFC bank ATM located in the SEZ. The above mentioned ATM will be installed in the cafeteria of their SEZ unit which is created by developer.

The unit has stated that the said ATM Machine shall be operated and maintained by HDFC Bank Ltd., who will procure said ATM Machine by paying all applicable duties and taxes and therefore, shall not be availing any tax exemption for the above mentioned ATM Machine. A copy of letter dated 01.03.2017 from M/s. HDFC Bank Limited.

The unit has also attached copy of NOC from Developer.

Copy of their application dated 11.04.2017 is enclosed.


However according to MOC&I letter No. D.12/19/2013-SEZ dated 30.11.2016 it is directed by the department for inclusion of ATM services in the list of default authorized services.

As this being the first proposal of the unit for permission w.r.t. Installation of ATM Machine in their cafeteria premises of their SEZ at EON Kharadi Infrastructure Pvt. Ltd. – SEZ is submitted before the UAC for consideration and the same may be included under default list of Services as per letter from MOC&I dated 30.11.2016.

***************
Subject: Uniform list of services to be followed in SEZs

To: dc@mez.gov.in, do@cosz.gov.in, occochinez@gmail.com,
fsinghal@nic.in, dcc@mez.gov.in, fsez@nic.in,
devcomm.fsez@nic.in, sranndwani@nic.in, upindra.v@nic.in,
dc.kavaz@gov.in, dc Cáchepz-mah@nic.in, devcomm.vsez@gov.in,
sez_india@yahoocom, dcsezezind-mpp@gov.in, jmgupta@nic.in,
dc1suratez@yahoo.in, dc.sazed@gmail.com, lata.shukla@nic.in,
dcazed_dahel@yahoo.com, mihan_sazed@hotmail.com,
dcsrichyz@gmail.co, klalsharma@gov.in, rp.goyal@nic.in,
devcommmez@gmail.com, snrandwani@nic.in, sk.somal@nic.in,
dccsez@yahoocom

Date: 01-12-16 03:59 PM
From: EPZ <moc.epz@nic.in>

MX-M32N_20161201_153156.pdf (20KB)

Sir/Madam,

Please find attachment.

Warm regards

Plyush
SO/SEZ
Department of Commerce
Tel: 23062614/98 & 641
Fax: 23063418
Email: moc.epz@nic.in

[Signature]

[Handwritten note]

Received & Passed
5/12/16

[Handwritten note]

Received
5/12/16

[Handwritten note]

Received
5/12/16
To,
All Development Commissioners,
Special Economic Zones

Subject: Uniform List of services to be followed in SEZs-reg.

Sir/Madam,


2. A proposal from DC, NSEZ has been received in the Department for inclusion of ATM Services in the list of default authorised services. The matter was considered in this Department and it has been decided to include ATM services in the list of default authorised services.

3. DCs/UACs may expand the above list to facilitate Units/Developers in their respective zones.

4. This issues with the approval of Additional Secretary (AVC).

Yours faithfully,

(G. Srinivasan)
Under Secretary to the Govt. of India
☎: 011-23062496
Email: srinivasan.g@nic.in
Instruction No. 79

F. No. D.12/19/2013-SEZ
Government of India
Ministry of Commerce & Industry
Department of Commerce
(SEZ Division)

UDYOG BHAWAN, NEW DELHI - 110107
Dated the 19th November, 2013

To,
All Development Commissioners
Special Economic Zones

Subject: Uniform list of services to be followed in SEZs – regarding.

Sir/Madam,

I am directed to refer to this Ministry’s letter No. D.12/25/2012-SEZ dated 16th September, 2013 vide which a list of 58 (Annexure) services which may be permitted by all UACs as default authorised services was conveyed.

2. Representations have been received for inclusion of more services in the list of default authorised services. The matter was considered during the DC meeting held on 7th November, 2013 and it has been decided that following two more services may be included in the list of default authorised services:-

   (i) Rent-a-cab Scheme Operator's Services
   (ii) SEZ Online Services

3. The above approved list of services shall ordinarily be permitted by UAC unless anything to the contrary is noticed. Other services which are not included in the uniform list may be decided by UAC on merit.

4. DCs/UACs may expand the above list to facilitate units/developers in their respective zones.

Enc: Annexure - list of 58 services.

Yours faithfully,

(Kabiraj Sabar)
Under Secretary to the Government of India
Tel: 011-2306-2496
Fax: 011-2306-3418
E-mail: kabiraj.sabar@nic.in
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>List of Approved Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Airport Authority Services</td>
</tr>
<tr>
<td>2</td>
<td>Architect Services</td>
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<td>3</td>
<td>Asset Management Services</td>
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<td>4</td>
<td>Advertising agency services</td>
</tr>
<tr>
<td>5</td>
<td>Airport services</td>
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<tr>
<td>6</td>
<td>Banking and other financial services</td>
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<tr>
<td>7</td>
<td>Business Exhibition services</td>
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<tr>
<td>8</td>
<td>Cargo Handling services</td>
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<tr>
<td>9</td>
<td>Chartered Accountant Services</td>
</tr>
<tr>
<td>10</td>
<td>Cleaning Activity services</td>
</tr>
<tr>
<td>11</td>
<td>Clearing &amp; forwarding agents services</td>
</tr>
<tr>
<td>12</td>
<td>Commercial or industrial construction services</td>
</tr>
<tr>
<td>13</td>
<td>Company secretary services</td>
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<tr>
<td>14</td>
<td>Computer network services</td>
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<tr>
<td>15</td>
<td>Consulting Engineer's services</td>
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<tr>
<td>16</td>
<td>Cost accountant services</td>
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<td>17</td>
<td>Courier services</td>
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<td>18</td>
<td>Credit rating agency services</td>
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<td>19</td>
<td>Custom house agent services</td>
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<tr>
<td>20</td>
<td>Commercial training &amp; coaching services</td>
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<tr>
<td>21</td>
<td>Convention services</td>
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<tr>
<td>22</td>
<td>Copyright services</td>
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<tr>
<td>23</td>
<td>Design services</td>
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<tr>
<td>24</td>
<td>Development &amp; supply of content services</td>
</tr>
<tr>
<td>25</td>
<td>Erection, commission and installation services</td>
</tr>
<tr>
<td>26</td>
<td>General insurance business services</td>
</tr>
<tr>
<td>27</td>
<td>Goods transport agency services</td>
</tr>
<tr>
<td>28</td>
<td>Information Technology Software Services</td>
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<tr>
<td>29</td>
<td>Interior decorator services</td>
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<tr>
<td>30</td>
<td>Internet communication services</td>
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<tr>
<td>31</td>
<td>Intellectual property services</td>
</tr>
<tr>
<td>32</td>
<td>Legal consultancy services</td>
</tr>
<tr>
<td>33</td>
<td>Management, maintenance or repair services</td>
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<tr>
<td>34</td>
<td>Manpower Recruitment and supply agency services</td>
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<tr>
<td>35</td>
<td>Market research agency services</td>
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<tr>
<td>36</td>
<td>Other Port services</td>
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<tr>
<td>37</td>
<td>Outdoor caterer services</td>
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<td>38</td>
<td>Packaging activity services</td>
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<td>39</td>
<td>Port services</td>
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<tr>
<td>40</td>
<td>Processing &amp; clearing house services</td>
</tr>
<tr>
<td>41</td>
<td>Renting of Immovable property services</td>
</tr>
<tr>
<td>42</td>
<td>Security agency services</td>
</tr>
<tr>
<td>43</td>
<td>Site formation &amp; clearance, excavation earth moving</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>44</td>
<td>Storage &amp; warehousing services</td>
</tr>
<tr>
<td>45</td>
<td>Supply of tangible goods</td>
</tr>
<tr>
<td>46</td>
<td>Survey &amp; map making services</td>
</tr>
<tr>
<td>47</td>
<td>Scientific or technical consultancy service</td>
</tr>
<tr>
<td>48</td>
<td>Sound recording studio or agency services</td>
</tr>
<tr>
<td>49</td>
<td>Technical Inspection and certification</td>
</tr>
<tr>
<td>50</td>
<td>Technical Testing and Analysis services</td>
</tr>
<tr>
<td>51</td>
<td>Telecommunication services</td>
</tr>
<tr>
<td>52</td>
<td>Transport of goods by Air services</td>
</tr>
<tr>
<td>53</td>
<td>Transport of goods by Rail services</td>
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<tr>
<td>54</td>
<td>Transport of goods by Road services</td>
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<tr>
<td>55</td>
<td>Works contract services</td>
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<tr>
<td>56</td>
<td>Transport of goods services</td>
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<tr>
<td>57</td>
<td>Construction Services</td>
</tr>
<tr>
<td>58</td>
<td>On-line Information and database access services</td>
</tr>
</tbody>
</table>
No D.12/19/2013 -SEZ  
Government of India  
Ministry of Commerce & Industry  
Department of Commerce  
SEZ Division  

Udyog Bhavan, New Delhi  
Dated 19th June, 2014  

To  
All Development Commissioners  
Special Economic Zones  

Subject: Uniform list of Services to be followed in Special Economic Zones - regarding.  

Sir/Madam,  

I am directed to refer to this Ministry's letter No. D.12/25/2012-SEZ dated 16th September, 2013 followed by letter of even number dated 19th November, 2013 vide which a list 60 services which may be permitted by all UACs as default authorised services was conveyed (copy enclosed).  

2. Representations have been received in the Department for inclusion of more services in the list of default authorised services. The matter was considered during the 61st BoA Meeting held on 3rd April, 2014 and it has been decided that following three more services may be included in the list of default authorised services:-  

i. Air Travel Agent services  
ii. Rail Travel Agent’s Services  
iii. Travel Agent’s Services  

3. DCs/UACs may expand the above list to facilitate units/developers in their respective zones.  

Yours faithfully,  

(Kabiraj Sabar)  
Under Secretary to the Govt. of India  
Tel. 011-2306 2496  

End.
F. No. D.12/19/2013-SEZ
Government of India
Ministry of Commerce and Industry
Department of Commerce
(SEZ Division)

Udyog Bhawan, New Delhi
Dated the 9th July, 2014

To

All Development Commissioners
Special Economic Zones

Subject: Uniform list of Services to be followed in Special Economic Zones

Sir/Madam,

I am directed to refer to this Ministry’s letter No. D.12/25/2012-SEZ dated 16th September, 2013 followed by letters of even number dated 19th November, 2013 and 19th June, 2014 vide which a list of 63 services which may be permitted by all Unit Approval Committees (UACs) as default authorised services was conveyed (copy enclosed).

2. Representations have been received in the Department for inclusion of more services in the list of default authorised services. The matter was considered during the 61st BOA meeting held on 3rd April, 2014 and it has been decided that following three more services may be included in the list of default authorised services:

   (i) Business Support Service
   (ii) Transport Passengers by Air
   (iii) Accommodation Service

3. DCs/UACs may expand the above list to facilitate Units/Developers in their respective Zones.

Yours faithfully,

Encl. As above

(Kabiraj Sabar)
Under Secretary to the Government of India
Tel: 011-2306-2496
Fax: 011-2306-3418
E-mail: kabiraj.sabar@nic.in
Subject: Request for permission w.r.t. installation of ATM machine in SEZ Unit

To, The Development Commissioner (Special Economic Zone) Andhra Pradesh, Hyderabad

Sir/Madam,

I am the Secretary of the SEZ Unit located at EON Kheeral Infrastructure Pvt. Ltd., SEZ, Chirala. With reference to the above, we would like to request your kind permission for installation of an ATM machine in our SEZ unit premises. This is to inform you that an ATM machine shall be installed and maintained by HDFC Bank Ltd., which will provide all necessary services.

The reason for this request is that there is a demand from our employees and visitors for an ATM machine. An ATM machine will be installed in our premises on the ground floor of the SEZ Unit. We request your kind permission for the installation of the ATM machine. We assure you that the installation of the ATM machine will not cause any inconvenience to the employees and visitors.

We look forward to your kind approval of our request. We are confident that this will be a valuable addition to our facilities.

Thanking you,

[Signature]

[Name]

[Position]

[Date]
April 11th, 2017

To,
The Development Commissioner
SEEPZ Special Economic Zone
Andheri (E), Mumbai- 400096

Subject: Request for permission w.r.t. installation of ATM machine for exclusively use by employees working in our SEZ unit located at EON Kharadi Infrastructure Pvt. Ltd.-SEZ, Pune

Dear Sir,

With reference to the above, we would like to request your good office to grant permission for installation of ATM machine in our SEZ unit premises at EON Kharadi Infrastructure Pvt. Ltd.-SEZ for exclusive use by employees working in our SEZ unit.

Further we would like to indicate here that said ATM machine shall be operated and maintained by HDFC Bank Ltd, who will procure said ATM machine by paying all applicable duties and taxes and therefore we shall not be availing any tax exemption on said ATM machine.

EON Kharadi Infrastructure Pvt. Ltd-SEZ being a Developer of the SEZ has also granted their consent to install and operate ATM in our SEZ unit premises and has issued us NOC in this regard (A copy enclosed).

Reason for requesting separate ATM Machine: The reason why we are requesting separate ATM permission in our SEZ premises is that we have at present 1500 Employees deployed in our SEZ unit. Further we have salary accounts with HDFC Bank only and there is no HDFC Bank ATM located in the SEZ.

Additionally, such ATM will be installed in the cafeteria of our SEZ Unit which is created by Developer. Therefore our SEZ Unit employees will be in a position to make use of such ATM during lunch time and thereby reducing wastage of time on account of waiting time standing in que for their turn to withdraw money.

In this connection, we request your good office to grant us permission for Installation of ATM machine for use by our employees of our SEZ Unit located in EON- Kharadi SEZ.

We would also like to take reference from minutes of 54th UAC meeting of MIHAN-SEZ held on 05.12.2014, wherein such permission to install ATM machine was granted to TCS SEZ Unit in MIHAN-SEZ (Please refer agenda item no. 4).

Thanking You

For Digicaptions India Pvt. Ltd.

Authorized Signatory
April 11th, 2017

To,
Digicaptions India Pvt. Ltd.
Pune

Subject: No objection certificate for installation of ATM machine at SEZ Unit premises of Digicaptions India Pvt. Ltd. for the exclusive use by the employees working in their SEZ Unit

Dear Sir,

With reference to the above and your request to grant permission for the installation of an ATM in your SEZ Unit premises for the exclusive use by the employees of your SEZ Unit.

We have reviewed your request and accordingly we do not have any objection for installation of ATM by you within your SEZ Unit premises for exclusive use by your SEZ Unit Authorized employees only subject to requisite permission from Development Commissioner, SEEPZ SEZ. As indicated by you said ATM machine shall be operated and maintained by HDFC Bank Ltd.

Thanking You

For EON Kharadi Infrastructure Pvt. Ltd.

[Signature]

Authorized Signatory
Date: 09th March 2017

To
HDFC Bank Limited
HDFC Bank House
Senapati Bapat Marg
Lower Parel (W)
Mumbai 400 013

Dear Sir,

Sub.: HDFC Bank ATM

DigiCaptions India Private Limited ("Company") has an office at EON Free Zone 07th Floor Wing 2 & 3 MIEDA Kharadi Knowledge Park Pune 411014 ("Premises"). HDFC Bank Limited ("HDFC Bank") has expressed its interest in setting up an Automatic Teller Machine ("ATM") at the Premises for the use of the employees of DigiCaptions India Private Limited.

The Company has agreed to allow HDFC Bank to set up an ATM at the Premises on the following terms and conditions:

1. The Company shall provide 100 sq. ft. space required by HDFC Bank for the ATM at free of cost. There is no rent, license fees, compensation or any other charges for the premises will be payable by HDFC Bank for the ATM. This arrangement would not create any rights, title and interests, whatsoever in favour of HDFC Bank in the said Premises.

2. The Company will provide the required electrical load i.e. 3 phase 10 KVA.

3. This arrangement will be for a period of 9 years with effect from 20th March 2017 and thereafter Parties shall have right to renew this arrangement on the terms and conditions to be mutually agreed between Company and HDFC Bank at the time of renewal.

4. The Company is aware that HDFC Bank would require to install certain equipment on the Premises to ensure that the ATM functions as specified. Company hereby grants HDFC Bank permission to install the following equipments on the Premises:

   i.     V-SAT dish antenna on top of the structure or any other suitable location as allowed by Company.

   ii.    Fixing of Air-conditioning outdoor condenser units.

   iii.   Underground/Overhead cabling for telecommunication equipment.

   iv.    Suitable drainage outlets for Air-conditioners.

   v.     Suitable electrical load enhancement and 3-phase connection.

EON Free Zone 7th floor in Wing 2 & 3 Cluster D Plot No 1 S N 77 MIEDA Kharadi Knowledge Park Pune 411014 Ph: +91 20 46630999

DigiCaptions India Private Limited

Pune
vi. Applying for any telecommunication link.

vii. Provision for 3 dedicated earthing pits measuring 3 feet by 3 feet down to suitable depth.

viii. Fascia (back-lit) sign on the top of the premises of the appropriate size and fixed at suitable height for high visibility.

5. The Company confirms that as per the municipal zoning/user rules, the said premises are capable of being used for commercial purpose and the Company has all the relevant permissions and approvals to provide the required in the said Premises to Bank.

5A. The Company shall not be responsible for the security of the ATM. The Bank shall implement appropriate security measures as prescribed, including CCTV coverage.

6. Either Party shall have a right to terminate this arrangement at any time without assigning any reason by giving 30 days' notice to the other.

7. Either Party shall indemnify the other for any damages faced due to any acts or omissions on its part.

8. Neither Party shall be liable for any indirect, speculative or consequential damages including but not limited to loss of profits or business interruptions even if the Parties had advance notice of the possibility of these damages.

9. The governing law of the Letter Agreement shall be the laws of India and all disputes shall be resolved by binding Arbitration conducted before a single arbitrator, mutually selected by the Parties. Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 at Mumbai, India.

Please confirm your acceptance of the above terms and conditions by signing this letter Agreement.

Thanking you,

Accepted

Yours sincerely

For DigiCaptions India Private Limited

For HDFC Bank Ltd.,

[Signature]

[Name]

[Position]

Pune

[Signature]

[Name]

[Position]

Pune
Minutes of the 54th Meeting of the Approval Committee held on 05.12.2014 under the Chairmanship of Development Commissioner for Mihan Specific Special Economic Zone, developed by M/s. Maharashtra Airport Development Company Ltd., at Nagpur.

1. Name of the SEZ : MIHAN SEZ.
2. Sector : Multi-Product.
3. Meeting no. : 54.
4. Date : 05.12.2014.

Members Present:

1. Shri P. S. Raman,
   Joint Development Commissioner,
   SEEFPZ-SEZ.

2. Shri. S. B. Akashi
   Joint Commissioner.

3. Shri N. M. Venugopalan,
   Asstt. Commissioner

4. Smt. S. R. Motwani
   Asstt. DGFT.

5. Shri. K. S. More
   Industries Inspector, BMR
   Mumbai.

   Member

   Nominee of the Commissioner
   Central Excise, Customs,
   Nagpur.

   Nominee of the Service
   Tax Department, Mumbai.

   Nominee of Zonal
   DGFT, Mumbai.

   Nominee of Development
   Commissioner, Industries

Agenda Item No. 1: Confirmation of Minutes of the meeting held on 25.08.2014

The Minutes of the 53rd Meeting held on 25.08.2014 were confirmed.

Agenda Item No.02: Approval of change of implementing agency – M/s. Goodvalue Informatics Solutions Pvt. Ltd.


The unit has enclosed a copy of Hon'ble High Court of Judicature at Mumbai order dated 12.09.2014 sanctioning the scheme of amalgamation scheme of M/s. Goodvalue Informatics Solutions Pvt. Ltd. with M/s. Aspen International Pvt. Ltd.
The unit has also submitted an undertaking from M/s. Aspen International Pvt. Ltd. duly notarized regarding taking over all assets and liabilities of SEZ Unit, M/s. Goodvalue Informatics Solution Pvt. Ltd. situated at Plot No. 19, Sector 18 and additional location at office space NO. 6 & 7, Ground Floor, C-North of Central Facility Building, MIHAN Special Economic Zone, Developed by MADC, Nagpur approved vide Letter of Approval No. MIHAN-SEZ/UNIT/03/2011-12/192, dated 13.02.2012.

Relevant Rule Provision: - In terms of Rule, 19(2) of SEZ Rules, 2006

Decision: - The Committee approved the proposal of change of implementing agency and resultant change in entrepreneur from M/s. Goodvalue Informatics Solutions Pvt. Ltd. to M/s. Aspen International Pvt. Ltd.

Agenda Item No.03: Approval of setting up of a new unit – M/s. Lupin Limited.

The Committee noted that application has been submitted on 27.10.2014 & 26.11.2014 for setting up a unit at Plot 6B, MIHAN – SEZ for Pharmaceutical Products.

It was noted that the proposal envisages FOB value of Exports of Rs. 1,36,230 Lakhs, NFE of Rs. 1,13,073 Lakhs and employment of 515 persons during their Five year projection period.


Decision: - The Committee approved the proposal of M/s. Lupin Ltd. for setting up of new unit at MIHAN-SEZ for Pharmaceutical Products.

Agenda Item No. 4: - Permission w.r.t. installation of ATM Machine for use by employees working in their SEZ unit located at MIHAN – SEZ, Developed by MADC, Nagpur – M/s. TATA Consultancy Services Ltd.

The unit vide letter dated 25.11.2014 requested for permission w.r.t. Installation of ATM Machine in their SEZ unit premises for use by employees working in their SEZ unit located at MIHAN – SEZ, developed by MADC, Nagpur. The unit has indicated that the said ATM machine shall be operated and maintained by Axis Bank Limited, who has procured the said ATM Machine from M/s. Pissum Payment Services Pvt. Ltd. by paying all applicable duties and taxes and therefore, they shall not be availing any tax exemption on the said ATM Machine.

Contd.....31.

Decision: The Committee approved the proposal of M/s. TATA Consultancy Services Ltd. for installation of ATM machine in common area to be available to all employees in SEZ.

The meeting ended with the vote of thanks to the Chair.

Chairperson — cum —
Development Commissioner
To,

Mr. Bapu N Nangare
Manager - Accounts
DigiCapaptions India Private Limited (Deluxe Company)
EON Free Zone, 7th Floor, in Wing 2 & 3 Cluster D, MIDC,
Kharadi Knowledge Park, Pune - 411028

Subject: - Permission for entry of ATM material and ATM Installation at DigiCapaptions India Private Limited (Deluxe Company)

Dear Sir,

We are in process of setting up an ATM in DigiCapaptions India Private Limited (Deluxe Company) at EON Free Zone, 7th Floor, in Wing 2 & 3 Cluster D, MIDC, Kharadi Knowledge Park, Pune - 411028.

DigiCapaptions India Private Limited (Deluxe Company) is our corporate client and all employees salary a/c's are with HDFC Bank Ltd. Considering existing banking relationship we have already sanctioned to install ATM at DigiCapaptions India Private Limited (Deluxe Company) at EON Free Zone, 7th Floor, in Wing 2 & 3 Cluster D, MIDC, Kharadi Knowledge Park, Pune - 411028.

Request your permission for entry of ATM material and ATM installation to complete the process.

Thanking You

Warm Regards,

[Signature]

Shefali Bhada

HDFC Bank Ltd
Branch Manager
Destination Center, Magarpatta City, Hadapsar, Pune - 411013

Contact No.: 9860788875 / 9371066733

www.hdfcbank.com


Corporate Identity No.: L55920MH1994PLC090618