Adding Smiles To Life

25 September, 2026

To,
National Stock Exchange of India Limited,
Exchange Plaza, 5th floor, Plot no. C/1,
G Block, Bandra Kurla Complex, Mumbai – 400051.
NSE Symbol: QMSMEDI

Sub.: Outcome of the Board Meeting

Ref. : Intimation of Scheme of Arrangement under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) ("SEBI LODR Regulations")

Dear Sir/ Ma'am,

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR"), we hereby inform that the Board of Directors of the Company at its meeting held on 25th September, 2026 and based on the recommendations of the Audit Committee and the Independent Directors Committee have inter-alia, considered and approved the following:

1. Composite Scheme of Arrangement amongst QMS Medical Allied Services Limited ("QMS" or "Demerged Company 1") and Health Care at Home India Private Limited ("HCAH" or "Demerged Company 2") and Saarathi Healthcare Private Limited ("Saarathi" or "Resulting Company") and their respective shareholders under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder ("Scheme"). The Scheme shall be subject to requisite approval of shareholders and creditors of all the three companies, stock exchange i.e. National Stock Exchange of India Limited ("NSE"), the jurisdictional Hon'ble National Company Law Tribunal(s) and such other statutory approvals, permissions and sanctions of regulatory and other authorities as may be necessary.
2. Execution of a merger co-operation agreement between the Company and Conven Investment Holdings Pte. Limited, Impact Assets Pte. Ltd., Windy Investments Private Limited, Milky Investment and Trading Company, V I C Enterprises Private Limited, Mr. Mahesh Makhija, Health Care At Home Private Limited, Saarathi Healthcare Private Limited.
3. Execution of the Shareholders' Agreement by and amongst the Conven Investment Holdings Pte. Limited, Impact Assets Pte. Ltd., Windy Investments Private Limited, Milky Investment and Trading Company, V I C Enterprises Private Limited, Mr. Mahesh Makhija and Saarathi Healthcare Private Limited.
4. To acquire 100% of the equity shares of BeamOptics Scientific Private Limited at a consideration to be determined based on the valuation report issued by an Independent Valuer. In furtherance of the above, the Company has entered into and executed a Binding Memorandum of Understanding (MOU) with the relevant parties on September 25, 2026.

The details as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 are enclosed herewith as an Annexure I, Annexure II, Annexure III and Annexure IV.

Adding Smiles To Life

The meeting of Board of Directors commenced at 3:15 P.M. (IST) and concluded at 3:50 PM (IST). Kindly take the same on records.

Yours faithfully
FOR QMS MEDICAL ALLIED SERVICES LIMITED

TORAL JAILESH BHADRA
Digitally signed by TORAL JAILESH BHADRA
Date: 2026.09.25 18:38:20 +05'30'

TORAL BHADRA
COMPANY SECRETARY AND COMPLIANCE OFFICER
MEMBERSHIP NO.: A56927
DATE: SEPTEMBER 25, 2026
PLACE: MUMBAI
Encl.: As above

Annexure-I

Disclosures as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026.

Sr. No.	Particulars	Details
1.	**Brief details of the division(s) to be demerged**	Demerger of Healthcare Services Business ('as defined in the Scheme') of the Demerged Company 1 and Demerged Company 2 (referred as Demerged Undertaking 1 and Demerged Undertaking 2 respectively in the Scheme) that is engaged in provision of services in relation to patient support programs, patient access programs, disease management programs, preventive healthcare and improved healthcare outcomes as applicable, into Resulting Company.
2.	**Turnover of the demerged division and as % to the total turnover of the listed entity in the immediately preceding financial year / based on financials of the last financial year**	The turnover of demerged undertaking of QMS as on March 31, 2026 was Rs. 37.17 Crores which constitutes 24.41% of total turnover of QMS in the immediately preceding financial year / based on financials of last financial year (year ended March 31, 2026).
3.	**Rationale for Demerger**	As the Healthcare Services Business (as defined in the Scheme) of QMS and HCAH constitutes a similar line of business with that of Saarathi, it is proposed to combine the business operations of the Healthcare Services Business of QMS and HCAH with Saarathi. The said combination shall drive focused growth, operational efficiencies and significant business synergies. The proposed demerger of the Healthcare Services Business of QMS and HCAH into Saarathi shall be in the best interests of the Demerged Company 1, Demerged Company 2 and the Resulting Company, and their respective shareholders and other stakeholders on account of the following: a) In light of the distinct profile of the Healthcare Services Business, housing the same into a separate to be listed company would enable focused management, better and efficient control and management for the

		Healthcare Services Business, operational rationalisation, organisation efficiency and optimum utilisation of various resources; b) Enable accelerated growth of the Healthcare Services Business to explore suitable strategies to fund its growth plan; c) Achieving synergies through consolidation, greater integration which will maximize overall shareholder value and improve the competitive position of the combined entity; d) The combined entity will benefit from increased scale, stronger market presence and improved ability to service customers.
4.	**Brief details of change in shareholding pattern (if any) of all entities**	There will be no change in the shareholding pattern of the Demerged Company 1 and Demerged Company 2 pursuant to the Scheme As regards Resulting Company, the entire existing paid-up share capital of the Resulting Company held by the Demerged Company 1 (directly and/ or through nominees) shall stand cancelled, reduced and extinguished, without any consideration and without any further act, instrument or deed, which shall be regarded as reduction of share capital of the Resulting Company, pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme.

Pre - Arrangement Shareholding – Resulting Company

Particulars	Pre Arrangement – No. of Shares	Pre Arrangement – Percentage
Promoters (directly and/ or through nominees)	8,25,000	100%
Public	-	-
Total	8,25,000	100%

Post - Arrangement Shareholding - Resulting Company*

Particulars	Post Arrangement – No. of Shares*	Post Arrangement - Percentage

		<table><tr><td>**Promoters**</td><td>1,31,71,586</td><td>40.5%</td></tr><tr><td>**Public**</td><td>1,93,28,480</td><td>59.5%</td></tr><tr><td>**Total**</td><td>**3,25,00,066**</td><td>**100%**</td></tr></table>* Note: ESOPs of HCAH are assumed to be exercised and considered on a fully diluted basis
5.	**In case of cash consideration amount or otherwise share exchange ratio**	There is no cash consideration being discharged under the Scheme Upon Part II of the Scheme becoming effective (as defined in the Scheme), and in consideration for the transfer and vesting of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis its equity shares, credited as fully paid-up (the "Equity Shares of the Resulting Company"), to QMS Equity Shareholders as on the Record Date 1 in the following manner: *"1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 1"* Upon Part III of the Scheme becoming effective (as defined in the Scheme), and in consideration for the transfer and vesting of the Demerged Undertaking 2 from the Demerged Company 2 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis the Equity Shares of the Resulting Company (as defined in Clause 12.1), to: HCAH Equity Shareholders as on the Record Date 2 in the following manner: *"209 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 2"* HCAH CCPS Holders as on Record Date 2 in the following manner: *"706 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid CCPS of INR 100/- (Indian Rupees Hundred) each*

		held in the Demerged Company 2" HCAH Series A 0.0001% CCPS Holders as on Record Date 2 in the following manner: *"1267 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series A 0.0001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Series B 0.001% CCPS Holders as on Record Date 2 in the following manner: *"997 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series B 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class A 0.001% CCPS Holders as on Record Date 2 in the following manner: *"2942 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW1 0.001% CCPS Holders as on Record Date 2 in the following manner: *"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW1 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW2 0.001% CCPS Holders as on Record Date 2 in the following manner: *"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW2 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW3 0.001% CCPS Holders as on Record Date 2 in the following manner: *"656 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW3 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH RHJ 0.001% CCPS Holders as on Record Date 2 in

		the following manner: *"3,885 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid RHJ 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2" .*
6	**Whether listing would be sought for the resulting entity**	The Resulting Company shall seek listing of the equity shares proposed to be allotted pursuant to the said Scheme of Arrangement on National Stock Exchange of India Limited by seeking exemption under Rule 19(7) of the Securities Contracts (Regulation) Rules, 1957 and in accordance with the applicable provisions of the SEBI Master Circular on Scheme of Arrangement No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023

Annexure II

Disclosures as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026.

Sr. No.	Particulars	Details
1.	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	The following entities are party to the Merger Co-operation Agreement: QMS Medical Allied Services Limited, Conven Investment Holdings Pte. Limited, Impact Assets Pte. Ltd., Windy Investments Private Limited, Milky Investment and Trading Company, V I C Enterprises Private Limited, Mr. Mahesh Makhija, Health Care At Home Private Limited and Saarathi Healthcare Private Limited.
2.	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement	Not Applicable
3.	Purpose of entering into the agreement	The Merger Co-Operation Agreement sets out the manner of effecting the transactions envisaged in the Scheme and the rights and obligations of the parties in relation thereto.
4.	Shareholding, if any, in the entity with whom the agreement is executed	QMS Medical Allied Services Limited holds 100% of the equity share capital of Saarathi Healthcare Private Limited. No other company/entity currently holds any shares in Saarathi Healthcare Private Limited.
5.	Significant terms of the agreement (in brief)	The Merger Co-Operation Agreement sets out the manner of effecting the transactions envisaged in the Scheme and the rights and obligations of the parties in relation thereto. Certain significant terms of the Agreement have been summarised below: (a) key conditions for the implementation of the Scheme, which inter alia, includes: (i) receipt of necessary approvals, such as approval of the Scheme by the NCLT, Shareholders' and Creditors'

		Approval, the Stock Exchanges, Public Shareholders' Approval, Consents of all parties and Stock Exchange under the SEBI Merger Circular under Regulation 37 of the SEBI LODR Regulations, and (b) process involved in the scheme of arrangement. (c) Sequence of events to be undertaken for the Scheme to be effective.
6	Extent and the nature of impact on management or control of the listed entity	There is no impact on management and control of listed entity.
7	Details and quantification of the restriction or liability imposed upon the listed entity	There are customary covenants with respect to standstill obligations/ interim period covenants between the Execution Date and the Closing Date.
8	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship	The following parties are related to Promoter group: 1. Mahesh Makhija (Promoter himself) 2. QMS Medical Allied Services Limited (Listed Entity Self) 3. Saarathi Healthcare Private Limited (Wholly Owned Subsidiary of the Company)
9	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, the transactions are done at arm's length. Saarathi Healthcare Private Limited is a Wholly Owned Subsidiary of the Company
10	In case of issuance of shares to the parties, details of issue price, class of shares issued	There is no cash consideration being discharged under the Scheme Upon Part II of the Scheme becoming effective (as defined in the Scheme), and in consideration for the transfer and vesting of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis its equity shares, credited as fully paid-up (the "Equity Shares of the Resulting Company"), to QMS Equity Shareholders as on the Record Date 1 in the following manner: *"1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 1"* Upon Part III of the Scheme becoming effective (as defined in the Scheme), and in consideration for the

		transfer and vesting of the Demerged Undertaking 2 from the Demerged Company 2 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis the Equity Shares of the Resulting Company (as defined in Clause 12.1), to: HCAH Equity Shareholders as on the Record Date 2 in the following manner: *"209 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 2"* HCAH CCPS Holders as on Record Date 2 in the following manner: *"706 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Series A 0.0001% CCPS Holders as on Record Date 2 in the following manner: *"1267 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series A 0.0001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Series B 0.001% CCPS Holders as on Record Date 2 in the following manner: *"997 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series B 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class A 0.001% CCPS Holders as on Record Date 2 in the following manner: *"2942 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW1 0.001% CCPS Holders as on Record Date 2 in the following manner:

		"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW1 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2" HCAH Class MW2 0.001% CCPS Holders as on Record Date 2 in the following manner: *"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW2 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW3 0.001% CCPS Holders as on Record Date 2 in the following manner: *"656 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW3 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH RHJ 0.001% CCPS Holders as on Record Date 2 in the following manner: *"3,885 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid RHJ 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2" .*
11	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not Applicable
12	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration	Not Applicable

	and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	

Annexure III

Disclosures as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026.

Sr. No.	Particulars	Details
1.	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	Not Applicable. The Company (QMS) is not a party to the Shareholders' Agreement – see row 2 below.
2.	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement	i. Saarathi Healthcare Private Limited (referred to as the "Company" under the Agreement) is the party entering into the Agreement. Saarathi is a Wholly Owned Subsidiary of QMS Medical Allied Services Limited ii. The counterparties to the Agreement are: Conven Investment Holdings Pte., Impact Assets Pte. Ltd. Windy Investments Private Limited, Milky Investment and Trading Company, V I C Enterprises Private Limited, Mr. Mahesh Makhija. Of all the Counterparties Mr. Mahesh Makhija is the Promoter of the Listed Entity. iii. Date of entering into the Agreement is September 25, 2026.
3.	Purpose of entering into the agreement	The purpose of entering into the Shareholders' Agreement is to define the mutual rights and obligations of the parties, and to set out the terms governing the relationship between Company and Conven Investment Holdings Pte. Limited, Impact Assets Pte. Ltd., Windy Investments Private Limited, Milky Investment and Trading Company, V I C Enterprises Private Limited, Mr. Mahesh Makhija and Saarathi Healthcare Private Limited and their relationship with the Company, following the consummation of the Scheme of Arrangement.
4.	Shareholding, if any, in the entity with whom the agreement is executed	QMS Medical Allied Services Limited holds 100% of the equity share capital of Saarathi Healthcare Private Limited. No other company/entity currently holds any shares in Saarathi Healthcare Private Limited.
5.	Significant terms of the agreement (in brief)	The Agreement sets out the inter-se rights and obligations of the Investors, the Promoter and the Company (Saarathi Healthcare Private Limited) upon the Scheme becoming effective. Key terms include: (a) board composition – the Investors (subject to minimum shareholding thresholds) and the Promoter shall each be

		entitled to nominate directors on the Board of the Company, along with Independent Directors as required under law; (b) affirmative vote (veto) rights of the Investors and the Promoter over specified reserved matters, including mergers/restructuring, related party transactions beyond specified thresholds, change in business, issuance of Equity Securities and appointment/removal of key managerial personnel; (c) pre-emptive rights for Shareholders on any fresh issuance of securities by way of preferential allotment; (d) non-disposal/lock-in restrictions on transfer of Equity Securities held by the Promoter and the Investors for 1 (one) year from the Closing Date; (e) mutual tag-along rights between the Promoter and the Investors on inter-se transfers to third parties; (f) business exclusivity obligations on the Promoter for 2 (two) years from the Closing Date; and (g) term and termination provisions linked to the Shareholders' continued holding of Equity Securities in the Company.
6	Extent and the nature of impact on management or control of the listed entity	There is no impact on management and control of listed entity
7	Details and quantification of the restriction or liability imposed upon the listed entity	The Company (QMS) is not a party to the Agreement and, accordingly, no direct restriction or liability is imposed on the Company under the Agreement. The restrictions and obligations under the Agreement operate on Saarathi Healthcare Private Limited (a subsidiary of the Company), the Promoter and the Investors, and include, inter alia, non-disposal/lock-in of Equity Securities for 1 (one) year from the Closing Date and business exclusivity obligations on the Promoter for 2 (two) years from the Closing Date, as detailed in row 5 above.
8	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship	The following parties are related to Promoter group: 1. Mahesh Makhija (Promoter himself) 2. Saarathi Healthcare Private Limited (Wholly Owned Subsidiary of the Company)
9	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes the transactions are done at arm's length. Saarathi Healthcare Private Limited is a Wholly Owned Subsidiary of the Company
10	In case of issuance of shares to the parties, details of issue price, class of shares issued	There is no cash consideration being discharged under the Scheme Upon Part II of the Scheme becoming effective (as defined in the Scheme), and in consideration for the transfer and vesting of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company in

		terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis its equity shares, credited as fully paid-up (the "Equity Shares of the Resulting Company"), to QMS Equity Shareholders as on the Record Date 1 in the following manner: *"1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 1 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 1"* Upon Part III of the Scheme becoming effective (as defined in the Scheme), and in consideration for the transfer and vesting of the Demerged Undertaking 2 from the Demerged Company 2 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument issue and allot on a proportionate basis the Equity Shares of the Resulting Company (as defined in Clause 12.1), to: HCAH Equity Shareholders as on the Record Date 2 in the following manner: *"209 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A Equity Share of INR 10/- (Indian Rupees Ten) each held in the Demerged Company 2"* HCAH CCPS Holders as on Record Date 2 in the following manner: *"706 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Series A 0.0001% CCPS Holders as on Record Date 2 in the following manner: *"1267 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series A 0.0001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Series B 0.001% CCPS Holders as on Record Date 2 in the following manner:

		"997 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Series B 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2" HCAH Class A 0.001% CCPS Holders as on Record Date 2 in the following manner: *"2942 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class A 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW1 0.001% CCPS Holders as on Record Date 2 in the following manner: *"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW1 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW2 0.001% CCPS Holders as on Record Date 2 in the following manner: *"694 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW2 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH Class MW3 0.001% CCPS Holders as on Record Date 2 in the following manner: *"656 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid Class MW3 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2"* HCAH RHJ 0.001% CCPS Holders as on Record Date 2 in the following manner: *"3,885 fully paid Equity Share of INR 10/- (Indian Rupees Ten) each in the Resulting Company for every 3500 fully paid RHJ 0.001% CCPS of INR 100/- (Indian Rupees Hundred) each held in the Demerged Company 2" .*
11	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of	Not Applicable

	interest arising out of such agreements, etc.	
12	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not Applicable

Adding Smiles To Life

Annexure IV

Details as required under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 dated January 30, 2026.

Sr. No.	**Particulars**	**Details**
a)	Name of the target entity, details in brief such as size, turnover etc.	Name of the Target Company: BeamOptics Scientific Private Limited BeamOptics Scientific Pvt. Ltd. designs and manufactures advanced optics, diagnostics, and analytical instruments for healthcare, dairy quality, food safety, and pharmaceutical screening.
b)	whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arm’s length”;	No
c)	Industry to which the entity being acquired belongs	Healthcare Products & Technology
d)	Objects and impact of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the listed entity)	In line with our key strategic priorities, the transaction will further expand QMS Medical Allied Services Limited’s total addressable market in the value-added of Healthcare business.
e)	Brief details of any governmental or regulatory approvals required for the acquisition	Not Applicable
f)	Indicative period for completion of the acquisition	Subject to fulfilment of terms and conditions & post NCLT approval of composite scheme of arrangement provided in the transaction documents, the indicative time period for completion of the acquisition is on or before 30th November, 2027 or such other extended date as mutually agreed
g)	Consideration - whether cash consideration or share swap or any other form and details of the same	Cash consideration or share swap or combination of both for the consideration determined on the basis of valuation report as mutually agreed
h)	Cost of acquisition and/or the price at which the shares are acquired	To be determined by independent valuer
i)	Percentage of shareholding / control acquired and / or number of shares acquired	100%
j)	Brief background about the entity acquired in	BeamOptics Scientific Pvt. Ltd. designs and manufactures advanced optics,

	terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief)	diagnostics, and analytical instruments for healthcare, dairy quality, food safety, and pharmaceutical screening. The Company was incorporated on October 25, 2023 having its registered office at Pune, Maharashtra. Details of last 3 years' turnover: 2025-2026: Rs. 113.81 Lakhs. 2024-2025: Nil 2023-2024: Nil

QMS Medical Allied Services Ltd.
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