

SCHEME OF AMALGAMATION

BETWEEN

ORBIT HEALTH CARE SERVICES LIMITED

AND

DR. AGARWAL'S HEALTH CARE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

(UNDER SECTIONS 230 TO 232 READ WITH SECTION 234 OF COMPANIES ACT, 2013 AND ALL OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES THEREUNDER)

For Dr. Agarwal's Health Care Ltd.


Director



PREAMBLE

This Scheme of Amalgamation ('Scheme') provides for the amalgamation of Orbit Health Care Services Limited (hereinafter referred to as 'Orbit' or 'Amalgamating Company' or 'Transferor Company') into Dr. Agarwal's Health Care Limited (hereinafter referred to as 'DAHCL' or 'Amalgamated Company' or 'Transferee Company').

Accordingly, this Scheme is divided into following sections:

- Section A: General
- Section B: Amalgamation of Orbit Health Care Services Limited into Dr. Agarwal's Health Care Limited
- Section C: Miscellaneous provisions

For Dr. Agarwal's Health Care Ltd.


Director



SECTION A – GENERAL

1. DESCRIPTION OF COMPANIES

a. Orbit Health Care Services Limited

1.a.1. Orbit Health Care Services Limited ('Amalgamating Company' or 'Transferor Company') is an existing company in Mauritius incorporated on June 3, 2009, presently having its registered office at Lot, E 406, Rue des Arts, Morcellement Bega, Ebene, Quatre Bornes, Mauritius and currently holds a Category 2 Global Business License in Mauritius. The shares of the Amalgamating Company are not listed on any stock exchanges.

1.a.2. The Amalgamating Company has full capacity to carry on or undertake any business or activity, do any act or enter into any transaction subject to such restrictions and limitations as may be:

- a) *provided under Financial Services Act 2007;*
- b) *provided under any conditions to its Global Business License;*
- c) *determined from time to time by the directors;*
- d) *provided in its constitutive documents or under a Unanimous Shareholders Agreement.*

b. Dr. Agarwal's Health Care Limited

1.b.1. Dr. Agarwal's Health Care Limited ('Amalgamated Company' or 'Transferee Company') is an existing company incorporated on April 19, 2010 under the Companies Act, 1956, presently having its registered office at 19, Cathedral Road, Gopalapuram, Chennai- 600 086, Tamil Nadu, India.

1.b.2. The main object of the Amalgamated Company as per its Memorandum of Association is as follows:

To acquire, establish, run, and maintain hospital(s) for the reception and treatment of persons requiring medical attention, to provide medical relief to the public in all branches of medical sciences by all available means, to run, own, manage,

For Dr. Agarwal's Health Care Ltd. Page 3 of 26


Director



administer, Diagnostic Centres, Scan Centres, Nursing Homes, Clinics, Dispensaries, Maternity Homes, Child Welfare and Family Planning Centres, Clinical Research Organisation, Clinical, Pathological testing laboratories, X-Ray and ECG Clinics, Eye Care Hospitals, Optical and Pharmacies, in India and abroad, to act as Consultants and Advisors for providing technical know-how, technical services and allied services viz. facility management, biomedical management etc. for the establishment, operation and improvement of Nursing Homes, Hospitals, Clinics, Medical Institutions, Medical Centres, Diagnostics Centre and Laboratories, in India and abroad to carry out medical research by engaging in the research and development of all the fields of medical sciences and in therapies of medical treatment, so as to afford medical relief in a better way, to provide research facilities for carrying on research, basic and applied, in all systems and discipline or medical and surgical knowledge.

1.b.3. Presently, the equity shares of the Amalgamated Company are not listed on any stock exchanges.


2. RATIONALE

This Scheme of Amalgamation (defined hereinafter) provides for the amalgamation of the Amalgamating Company with the Amalgamated Company, pursuant to Sections 230 to 232 read with Section 234 and other relevant provisions of the Act (as defined herein after) in the manner provided for in the Scheme.

As both the companies ie the Amalgamating Company and the Amalgamated Company are part of the same group, the amalgamation will:

- i) help achieve re-alignment of shareholding or the promoters and other shareholders;
- ii) reduce duplication of administrative responsibilities and the need for compliance with regulatory compliances in a foreign jurisdiction; and
- iii) result in saving of administration and other costs associated with managing separate entities within the same group.

For Dr. Agarwal's Health Care Ltd.


Director

Page 4 of 26




3. DEFINITIONS

For the purposes of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below:

- a) 'Act' or 'the Act' means the Companies Act, 2013 including any statutory modification, amendment or re-enactment thereof for the time being in force.
- b) 'Amalgamated Company' means Dr. Agarwal's Health Care Limited, an unlisted public company incorporated under the provisions of the Companies Act, 1956, on April 19, 2010.
- c) 'Amalgamating Company' means, Orbit Health Care Services Limited, an unlisted private company incorporated under provisions of the Mauritius Act (as defined hereinafter) on June 3, 2009.
- d) 'Appointed Date' means 1st day of April 2017 or such other date as may be fixed or approved by the NCLT.
- e) 'Appropriate Authorities' means any governmental, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdictions, including, if applicable, Registrar of Companies, Foreign Investment Promotion Board, Reserve Bank of India, NCLT and other regulatory authorities.
- f) 'Applicable Law(s)' means any statute, notification, bye-laws, rules, regulations, guidelines, rules or common law, policy, code, directives, ordinance, schemes, directives, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- g) 'Board of Directors' or 'Board' means the Board of Directors of the Amalgamating Company and the Amalgamated Company, as the context may require and includes a committee thereof.
- h) 'Effective Date' means the last of the dates on which all the conditions and matters referred to in clause 17 hereof have been fulfilled or such other date as may be fixed or approved by the NCLT or such other competent authorities. References in this Scheme to the date of 'coming into effect of this Scheme' or 'effectiveness of this Scheme' shall mean the Effective Date.
- i) 'NCLT' means the Hon'ble National Company Law Tribunal, Chennai bench, in respect of the Amalgamated Company, as constituted and authorized as per the provisions of the

For Dr. Agarwal's Health Care Ltd. Page 5 of 26


Director



Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 240 of the Companies Act, 2013.

j) 'Mauritius Act' or 'the Mauritius Act' means the Mauritius Companies Act, 2001, as amended.

k) 'Undertaking' shall include the following:

1.1.1. All assets, whether movable or immovable, real or personal, tangible or intangible, in possession or reversion, including all rights, title, interest, covenant, undertakings, including continuing rights, title and interest in connection with the properties, whether corporeal or incorporeal, leasehold or otherwise, owned or otherwise accounted in the books of the Amalgamating Company;

1.1.2. All contracts, agreements, deeds, arrangements, permits, quotas, rights, entitlements, industrial and other licenses, expressions of interest, municipal permissions, approvals, consents, subsidies, tenancies in relation to office, benefit of any deposits, all other rights, licenses, powers and facilities of every kind, nature and description whatsoever, investments, rights to use and avail of telephones, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, and all other interests of the Amalgamating Company;

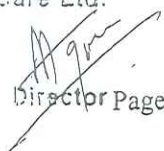
1.1.3. All trademarks, trade names, patents and domain names, copyrights, trade secrets, technical know-how and experience, computer programs, software licenses, product registrations and other intellectual property and all other interests of the Amalgamating Company;

1.1.4. All records, files, papers, manuals, data catalogues, quotations, services and advertising materials, lists of present and former clients and suppliers, clients credit information, and other records whether in physical or electronic form of the Amalgamating Company;

1.1.5. All liabilities (including contingent liabilities) of the Amalgamating Company including in relation to or in connection with taxes or under, or in relation to its contracts, other obligations, duties and sums owing;

l) 'Relevant Jurisdictions' means the territories of the Republic of India and Mauritius.

For Dr. Agarwal's Health Care Ltd.


Director Page 6 of 26



- m) 'Scheme of Amalgamation' or 'the Scheme' means this Scheme of Amalgamation in its present form as submitted to the NCLT or with any modification(s) made under clause 19 of this Scheme as approved or directed by the NCLT or any other Appropriate Authorities.

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

4. DATE OF COMING INTO EFFECT

The Scheme set out herein in its present form or with such modifications or amendments as directed by the NCLT or other Appropriate Authority shall be effective from the Appointed Date herein, although it shall be operative from the Effective Date.

5. SHARE CAPITAL

- a. The issued and paid-up share capital of the Amalgamating Company is as follows:

PARTICULARS	AMOUNT (United States Dollars / USD)
ISSUED AND PAID-UP CAPITAL	
11,000 ordinary shares at an issued price of USD 28.11/- each fully paid-up	309,250
TOTAL	309,250

- b. The authorized, issued, subscribed and paid-up share capital of the Amalgamated Company is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORISED SHARE CAPITAL	
70,00,000 Equity Shares of Rs.10/- each	7,00,00,000
1,00,00,000 10% Cumulative Redeemable Non-Convertible Preference Shares of Rs. 10/- each	10,00,00,000
71,00,000 0.001% Fully and Compulsorily Convertible Cumulative Participative Preference Shares of Rs. 100/- each	71,00,00,000



TOTAL	88,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
47,43,252 Equity Shares of Rs. 10/- each fully paid-up	4,74,32,520
2,93,738 0.001% Fully and Compulsorily Convertible Cumulative Participative Preference Shares of Rs. 100/- each	2,93,73,800
TOTAL	7,68,06,320

The rights and privileges attached to the shares issued by the Amalgamated Company are described in the First Schedule of this Scheme.

For Dr. Agarwal's Health Care Ltd.

Agarwal
Director



SECTION B - AMALGAMATION OF ORBIT HEALTH CARE SERVICES LIMITED INTO DR.
AGARWAL'S HEALTH CARE LIMITED

6. AMALGAMATION OF AMALGAMATING COMPANY WITH THE AMALGAMATED
COMPANY

A. Provision relating to Amalgamated Company

Subject to the provisions of this Scheme as specified herein including in relation to the mode of transfer or vesting, with effect from the Appointed Date, the entire business and Undertaking of the Amalgamating Company shall, under the provisions of Sections 230 to 232 read with Section 234 of the Act and pursuant to the orders of the NCLT sanctioning this Scheme and without any further act or deed, be transferred and/or deemed to be transferred to and vested in the Amalgamated Company so as to become the business, undertaking, estates, assets, properties, liabilities, obligations, rights, title and interest of the Amalgamated Company in the following manner:

- a) The entire business and Undertaking of the Amalgamating Company including all the debts, liabilities, duties and obligations of the Amalgamating Company of every description and also including, without limitation, all movable and immovable properties and assets of the Amalgamating Company comprising amongst others all vehicles, furniture and fixtures, computers / data processing, office equipment, electrical installations, telephones, facsimile and other communication facilities and business licenses, permits, trademarks, patents, registrations, authorizations, if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, without further act or deed, but subject to the charges affecting the same, be transferred and / or deemed to be transferred to and vested in the Amalgamated Company so as to become the properties of the Amalgamated Company.
- b) All the movable assets including cash in hand, of the Amalgamating Company capable of passing by manual delivery or by endorsement and delivery, shall be so

For Dr. Agarwal's Health Care Ltd. Page 9 of 26

Agar
Director

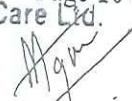


delivered or endorsed and delivered, as the case may be, to the Amalgamated Company.

- c) In respect of movables other than those specified in sub clause (b) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Amalgamated Company under the provisions of Sections 230 to 232 read with Section 234 of the Act.
- d) In relation to the assets belonging to the Amalgamating Company, which require separate documents of transfer, if any, the Amalgamating Company and the Amalgamated Company will execute the necessary documents, as and when required.
- e) All debts, liabilities, duties and obligations of every kind, nature, description whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of the Amalgamating Company shall also, under the provisions of Sections 230 to 232 read with Section 234 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Amalgamated Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Amalgamated Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

However, the Amalgamated Company, may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Amalgamating Company or in favour of any other party to the contract or arrangement to which the Amalgamating Company is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. The Amalgamated Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company as well as to implement and carry out all such formalities and compliances referred to above.

Page 10 of 26
For Dr. Agarwal's Health Care Ltd.


Director



- f) Any benefit including under the income tax, sales tax, excise duty, customs duty, service tax, VAT, etc., to which the Amalgamating Company is entitled to in terms of the Applicable Laws shall be available to and vest in the Amalgamated Company.
- g) The transfer and vesting of the undertakings including the entire businesses of the Amalgamating Company as aforesaid shall be subject to the existing securities, charges, if any, subsisting, over or in respect of the assets or any part thereof of the Amalgamating Company.
- Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Amalgamating Company which shall vest in the Amalgamated Company by virtue of the amalgamation of the Amalgamating Company with the Amalgamated Company and the Amalgamated Company shall not be obliged to create any further or additional security therefore after the amalgamation has become operative.
- h) Loans or other obligations, if any, due between or amongst the Amalgamating Company and the Amalgamated Company shall stand discharged and there shall be no liability in that behalf with effect from the Appointed Date.
- i) Upon the Scheme becoming effective, Amalgamated Company is also expressly permitted, if so required, to revise its income tax returns and other returns filed under the Tax laws and to claim refunds, credit of advance tax and withholding tax and all other taxes paid by the Amalgamating Company, in case available under the Indian domestic law.
- j) As on the Effective Date, the directors of the Amalgamated Company shall be those set out in the Second Schedule of this Scheme. Provided that the Board of the Amalgamated Company shall be authorised to appoint additional directors as deemed necessary in accordance with the provision of the Act.

B. Provisions relating to Amalgamating Company

- a) In terms of the laws prevailing in Mauritius, a company incorporated in Mauritius and holding Category 2 Global Business License can merge with one or more companies incorporated under the laws of jurisdictions other than that of Mauritius if the law of other jurisdiction permits such merger.
- b) In terms of Part II of the Fourteenth Schedule of the Mauritius Act, the Transferor

Page 11 of 26

For Dr. Agarwal's Health Care Ltd.

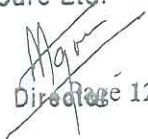
Agarwal
Director



Company is required to comply with the laws of Mauritius regarding amalgamation of the Transferor Company with the Transferee Company.

- c) In terms of Part II of the Fourteenth Schedule of the Mauritius Act, the Transferee Company, being incorporated under the laws of the jurisdiction other than Mauritius, must submit to the Registrar of Companies of Mauritius (the "RoC Mauritius") the following:
- i. an agreement that a service of process may be effected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability of the Transferor Company against the Transferee Company;
 - ii. an irrevocable appointment of an agent in Mauritius to accept service of process in proceedings referred to in clause i above;
 - iii. an undertaking that it shall promptly pay to the dissenting members, if any, of Transferor Company the amount, if any, to which they are entitled under the Mauritius Act with respect to the rights of such dissenting members; and
 - iv. a certificate of merger or consolidation issued by the appropriate authority in India; or, if no certificate of merger is issued by the appropriate authority of India, such evidence of the merger or consolidation as the RoC Mauritius considers acceptable.
- d) Based on the above, Transferee Company shall appoint International Financial Services Limited, a company, having its registered address at IFS Court, Twenty Eight, Cyber city, Ebene, Mauritius as its agent to accept service of process in respect of proceedings for the enforcement of any claim, debt, liability or obligation of a dissenting member of Transferor Company against Transferee Company.
- e) In term of Section 245 and 246 of the Mauritius Act:
- i. the Board of the Transferor Company shall resolve that (a) in its opinion, the amalgamation is in the best interest of the Transferor Company; and (b) it is satisfied on reasonable grounds that the Transferee Company shall, immediately after the amalgamation becomes effective, satisfy the Solvency Test under the Mauritius Act.

For Dr. Agarwal's Health Care Ltd.


Director 12 of 26



- ii. The directors who vote in favour of a resolution under (i) above shall sign a certificate stating that, in their opinion, the conditions set out in that subsection are satisfied, and the grounds for that opinion.
- iii. The Board of the Transferor Company shall send to each shareholder of the company, not less than 28 days before the amalgamation is proposed to take effect -
- (aa) a copy of the amalgamation proposal;
 - (bb) copies of the certificates given by the directors of the Board;
 - (cc) a summary of the principal provisions of the constitution of the Transferee Company;
 - (dd) a statement that a copy of the constitution of the Transferee Company shall be supplied to any shareholder who requests it;
 - (ee) a statement setting out the rights of shareholders under Section 108 of the Mauritius Act;
 - (ff) a statement of any material interests of the directors in the proposal, whether in that capacity or otherwise; and
 - (gg) such further information and explanation as may be necessary to enable a reasonable shareholder to understand the nature and implications for the Transferor Company and its shareholders of the proposed amalgamation.
- iv. The Board of the Transferor Company shall, not less than 28 days before the amalgamation is proposed to take effect -
- (aa) send a copy of the amalgamation proposal to every secured creditor of the company; and
 - (bb) give public notice of the proposed amalgamation, including a statement that -
 - (i) copies of the amalgamation proposal are available for inspection by any shareholder or creditor of the Transferor Company or any person to whom the Transferor Company is under an obligation at the registered offices of the Transferor Company and at such other places as may be specified during normal business hours; and

Page 13 of 26

For Dr. Agarwal's Health Care Ltd.


Director




- (ii) a shareholder or creditor of the Transferor Company or any person to whom the Transferor Company is under an obligation is entitled to be supplied free of charge with a copy of the amalgamation proposal upon request to the Transferor Company.
- v. The amalgamation proposal shall be approved by the shareholders of the Transferor Company, in accordance with Section 105 of the Mauritius Act.
- f) In addition to the documents referred to in (c) above, the certificate referred to in e (ii) above and this Amalgamation Proposal, a certificate signed by the Board of Transferor Company stating that the amalgamation has been approved in accordance with the Mauritius Act and the Constitution of the Transferor Company, shall be filed with the RoC Mauritius.

7. BUSINESS AND PROPERTY IN TRUST FOR AMALGAMATED COMPANY

- a. With effect from the Appointed Date upto and including the Effective Date:
- a) The Amalgamating Company shall carry on and be deemed to have carried on the business and activities and shall stand possessed of all the assets and properties, in trust for the Amalgamated Company and shall account for the same to the Amalgamated Company.
- b) Any income or profit accruing or arising to the Amalgamating Company and all costs, charges, expenses and losses or taxes (including but not limited to advance tax, tax deducted at source, taxes withheld / paid in foreign country, etc.), arising or incurred by the Amalgamating Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Amalgamated Company and shall be available to the Amalgamated Company for being disposed-off in any manner as it thinks fit.
- b. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Amalgamating Company as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the Amalgamating Company, and all liabilities debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Amalgamated Company.

For Dr. Agarwal's Health Care Ltd. Page 14 of 26


Director.




8. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- a. With effect from Appointed Date and up to the Effective Date:
- The Amalgamating Company shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto fore, and the Amalgamating Company shall not alter or substantially expand its business except with the written concurrence of the Amalgamated Company.
 - The Amalgamating Company shall not, without the written concurrence of the Amalgamated Company, alienate, charge or encumber its undertaking/ part of its undertaking, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Amalgamating Company.
- b. With effect from the Effective Date, the Amalgamated Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Amalgamating Company.
- c. The Amalgamated Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Amalgamated Company may require to own and carry on the business of the Amalgamating Company.

9. LEGAL PROCEEDINGS

- a. All suits, actions or legal proceedings of whatsoever nature by or against the Amalgamating Company pending and/or arising at the Appointed Date shall be continued and/or enforced until the Effective Date as desired by and as per instructions by the Amalgamated Company. As and from the Effective Date, the legal proceedings shall be continued and enforced by or against the Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Amalgamating Company.
- b. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company with the Amalgamated Company or anything contained in the Scheme.

For Dr. Agarwal's Health Care Ltd.


Director Page 15 of 26




- c. On and from the Effective Date, the Amalgamated Company shall and may, if required, initiate any legal proceedings in relation to the Amalgamating Company in the same manner and to the same extent as would or might have been initiated by the Amalgamating Company.

10. **CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

- a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, lease agreements, leave and license agreements, incentives, licenses, engagements, certificates, permissions, consents, approvals, concessions, remedies, guarantees and other instruments, if any, of whatsoever nature to which the Amalgamating Company are a party and which have not lapsed and are subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Amalgamated Company, as the case may be, and may be enforced by or against the Amalgamated Company as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party thereto. The Amalgamated Company may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Amalgamating Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Amalgamated Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Amalgamating Company and to implement or carry out all formalities required on the part of the Amalgamating Company to give effect to the provisions of this Scheme.
- b. Since each and every and all of the statutory permissions, approvals, consents, sanctions, remissions, special reservations, incentives, no-objection certificates, permits, quotas, entitlements, concessions, licenses, registrations, certificates, and other authorizations, howsoever described and in whatever form, of the Amalgamating Company shall stand transferred by the order of the NCLT to the Amalgamated Company, the Amalgamated Company shall file the relevant intimations, if required, for the record of all of the statutory and regulatory authorities, who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

For Dr. Agarwal's Health Care Ltd.


Director

Page 16 of 26



11. STAFF AND EMPLOYEES

- a. On the Scheme coming into effect, all staff and employees, of the Amalgamating Company in service on the Effective Date shall be deemed to have become staff and employees of the Amalgamated Company without any break in their service and the terms and conditions of their employment with the Amalgamated Company shall not be less favorable than those applicable to them with reference to the Amalgamating Company on the Effective Date.
- b. It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Super Annuation Fund, or any other Special Scheme(s)/Fund(s) or similar benefits, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company are concerned, upon the Scheme coming into effect, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Amalgamating Company in relation to such fund or funds shall become those of the Amalgamated Company and all the rights, duties and benefits of the employees of the Amalgamating Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff and employees of the Amalgamating Company will be treated as having been continuous for the purpose of the said Fund or Funds.
- c. In so far as the Provident Fund, Gratuity Fund, Superannuation Fund or other Special Scheme(s)/ Fund(s) or similar benefits, if any, created or existing for the benefit of the Employees of the Amalgamating Company are concerned, upon the coming into effect of this Scheme, the balances lying in the accounts of the employees of the Amalgamating Company in the said funds as on the Effective Date shall stand transferred from the respective trusts/ funds of the Amalgamating Company to the corresponding trusts/ funds set up by the Amalgamated Company.

12. COMPLIANCE WITH TAX LAWS

- a. This Scheme, has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under the tax laws, specifically Section 2(1B) of the Income Tax Act, 1961, which include the following:

For Dr. Agarwal's Health Care Ltd.


Director

Page 17 of 26



- a) all the property of the amalgamating company immediately before the amalgamation becomes the property of the amalgamated company by virtue of the amalgamation;
 - b) all the liabilities of the amalgamating company immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;
 - c) shareholders holding not less than three-fourths in value of the shares in the amalgamating company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation, otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company.
- b. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. This Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Notwithstanding the other provisions of this Scheme, the power to make such amendments as may become necessary shall vest with the Board of Directors of the Amalgamated Company, which power shall be exercised reasonably in the best interests of the companies and their stakeholders, and which power can be exercised at any time, whether before or after the Effective Date.

13. CONSIDERATION

- a. Upon effectiveness of the Scheme and in consideration for the merger of the Amalgamating Company with the Amalgamated Company, the Amalgamated Company shall, without any further act or deed, issue and allot to each member of Orbit whose name is recorded in the register of members of the Amalgamating Company on the Record Date:
33,303.55 (rounded off to two decimals) Equity Share(s) of the Amalgamated Company of face value of Rs. 10/- each fully paid up, for every 1,000 (One Thousand only) ordinary shares held in the Amalgamating Company. In case any shareholder's holding of Equity Shares in the Amalgamating Company is such that the shareholder

For Dr. Agarwal's Health Care Ltd. Page 18 of 26

Agarwal
Director



becomes entitled, pursuant to this clause, to a fraction of Equity Shares of the Amalgamated Company, the Amalgamated Company shall round off the said entitlement to the nearest integer and allot Equity Shares accordingly.

- b. The Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Amalgamated Company and shall be deemed to be in compliance with the Act, and other notifications, guidelines issued by the statutory/regulatory authorities in India.

14. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, the Amalgamated Company shall account for the amalgamation of the Amalgamating Company in its books of account with effect from the Appointed Date as under:

- a. The Amalgamated Company shall account for the amalgamation in accordance with "Pooling of Interest Method" laid down by Appendix C of Ind AS 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013.
- b. Upon the Scheme becoming effective and with effect from the Appointed Date, all the assets and liabilities pertaining to the Amalgamating Company, transferred to the Amalgamated Company under the Scheme shall be recorded in the books of the Amalgamated Company at the value and in the same form as recorded in the books of Amalgamating Company as per Ind AS.
- c. The balance of the retained earnings appearing in the financial statements of the Amalgamating Company determined as per Ind AS, shall be aggregated with the corresponding balance of retained earnings appearing in the financial statements of the Amalgamated Company.
- d. The identity of the reserves standing in the books of the Amalgamating Company determined as per Ind AS shall be preserved and shall appear in the financial statements of the Amalgamated Company in the same form in and at the same values at which they appeared in the financial statements of the Amalgamating Company. As a result of preserving the identity, reserves which prior to this Scheme becoming effective were available for distribution as dividend would also be available for distribution as dividend after the Scheme becoming effective.

For Dr. Agarwal's Health Care Ltd.

Page 19 of 26


Director



- e. Pursuant to clause 13 of the Scheme, the consideration issued to the shareholders of the Amalgamating Company in the form of equity shares of the Amalgamated Company shall be credited to share capital account at the nominal value of the equity shares issued by it.
- f. The deficit / surplus arising after recording the entries contained in clause b and clause e above shall be transferred to Capital Reserve and should be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- g. If and to the extent there are inter-corporate loans, deposits or balances as between the Amalgamating Company and the Amalgamated Company, the obligations in respect thereof on and from the Appointed Date, shall stand cancelled and there shall be no obligation / outstanding in that behalf.
- h. In case of any differences in accounting policy between the Amalgamating Company and Amalgamated Company, the Impact of the same till the Appointed Date will be quantified and adjusted to the Reserves of the Amalgamated Company, to ensure that upon the coming into effect of this Scheme, the financial statements of the Amalgamated Company reflect the financial position on the basis of a consistent accounting policy.
- i. All costs and expenses incurred in connection with the Scheme and to put it into operation and any other expenses or charges attributable to the implementation of the Scheme shall be debited to the statement of profit & loss of the Amalgamated Company.
- j. Comparative accounting period presented in the financial statements of Amalgamated Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period in the financial statements.
- k. In addition, the Amalgamated Company shall pass such accounting entries, as may be necessary, in connection with this Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

For Dr. Agarwal's Health Care Ltd.


Director



SECTION C – MISCELLANEOUS PROVISIONS

15. SAVING OF CONCLUDED TRANSACTIONS

Amalgamation of Amalgamating Company with the Amalgamated Company under clause 6 and the continuance of proceedings by or against the Amalgamating Company under clause 9 and the effectiveness of contracts and deeds under clause 10 shall not affect any transaction or proceedings already concluded by the Amalgamating Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things done and executed by the Amalgamating Company in respect thereto as done and executed on behalf of itself.

16. APPLICATION TO THE NCLT

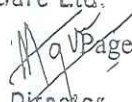
- a. The Amalgamated Company, if required, shall, with all reasonable dispatch, make applications and petitions to the NCLT under Sections 230 to 232 read with Section 234 of the Act and other applicable provisions, if any, for sanction of this Scheme under the provisions of law, including an application for seeking orders for dispensing with or convening, holding and conducting of the meetings of the equity shareholders of the Amalgamated Company, if required, as may be directed by the NCLT.
- b. The Amalgamating Company shall initiate and pursue all actions necessary under the Applicable Laws of relevant jurisdictions. The Amalgamating Company shall take all necessary steps for sanctioning of this Scheme and for their dissolution without winding up, and apply for and obtain such other approvals, if any, required under the Applicable Law.

17. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

- a. Approval of the Reserve Bank of India and other sanctions or approvals, if any, required from other concerned authorities;

For Dr. Agarwal's Health Care Ltd.

 Page 21 of 26
Director



- b. the approval of the Scheme by the requisite majority of shareholders and creditors of the Amalgamated Company by the convening of a meeting or dispensation being granted by the NCLT;
- c. the Scheme being approved by the NCLT under Sections 230 to 232 read with Section 234 of the Act and other applicable provisions, if any, of the Act or other appropriate authorities under the Mauritius Act;
- d. Authenticated certified copy of above order of the NCLT being filed with the RoC Mauritius;
- e. Compliance by Amalgamating Company of all necessary and applicable provisions of its Applicable Law.

18. EFFECT OF NON-APPROVALS

In case the Scheme is not sanctioned by the NCLT, or in the event any of the consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme not being obtained or complied or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, and the Amalgamated Company shall bear the entire cost, charges and expenses in connection with the Scheme. Further the following may be noted:

- a. In the event of non-receipt of approval, no rights and liabilities whatsoever shall accrue to or be incurred inter se by the Amalgamating Company and the Amalgamated Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, the Amalgamated Company shall bear all costs incidental to or arising out of such revocation / cancellation of the Scheme.
- b. If any part of this Scheme is invalid, ruled illegal by NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the entire Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties

For Dr. Agarwal's Health Care Ltd. Page 22 of 26


Director



shall attempt to bring about such modification in the Scheme as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

- c. The Board of Directors of the Amalgamating Company and the Amalgamated Company shall be entitled to revoke, cancel and declare the Scheme of no effect, if the Boards of Directors are of the view that the coming into effect of the Scheme could have adverse implications on the Amalgamating Company and/ or the Amalgamated Company even after the Scheme has been sanctioned by the NCLT but before the same has been actually given effect to.

19. **MODIFICATION OR AMENDMENT TO THE SCHEME**

Subject to approval of the NCLT and other Appropriate Authorities, the Board of Directors of the Amalgamating Company and the Amalgamated Company may assent to any modification(s) or amendment(s) in this Scheme which the NCLT may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out the Scheme and the Board of Directors of the Amalgamating Company and the Amalgamated Company and after the dissolution of the Amalgamating Company, the Board of Directors of the Amalgamated Company be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the NCLT or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and / or any matters concerning or connected therewith.

20. **SEVERABILITY**

If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Amalgamating Company and the Amalgamated Company, affect the adoption or validity or interpretation of the other parts and / or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Amalgamating Company and the Amalgamated Company, as the case may be, may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue

For Dr. Agarwal's Health Care Ltd.

Page 23 of 26

Agarwal
Director



to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person. In such case, the Amalgamating Company and the Amalgamated Company shall bear their own cost or bear costs as may be mutually agreed.

21. **COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties (including the stamp duty and / or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Amalgamated Company and shall be deemed to be expenditure incurred wholly and exclusively for the purposes of amalgamation.

For Dr. Agarwal's Health Care Ltd,

Agarwal
Director



FIRST SCHEDULE

The Amalgamated Company has only one class of equity shares having a par value of Rs. 10/-. Each holder is entitled to one vote per equity share. Dividend are paid in Indian Rupees. Dividend proposed by the Board of Directors, if any, is subject to the approval of the shareholders at the annual general meeting except in case of interim dividend.

Further, the Amalgamated Company has only one class of issued preference shares namely 0.001% Fully and Compulsorily Convertible Cumulative Participative Preference Shares having a par value of Rs. 100/- each. The Fully and Compulsorily Convertible Cumulative Participative Preference shareholders are entitled to a cumulative dividend of 0.001% per preference share and would have the dividend preference as against the equity shareholders.

For Dr. Agarwal's Health Care Ltd.


Director



SECOND SCHEDULE
Directors of the Amalgamated Company

NAME OF DIRECTORS	ADDRESS
AMAR AGARWAL	19, CATHEDRAL ROAD, GOPALAPURAM CHENNAI 600086
ADIL AGARWAL	19, CATHEDRAL ROAD, GOPALAPURAM CHENNAI 600086
ANOSH AGARWAL	OLD NO 13/ NEW 19, CATHEDRAL ROAD, GOPALAPURAM, TEYNAMPET, CHENNAI 600086
SUDHA BALASUBRAMANIAN	# 5, JANAKI AVENUE, ABIRAMAPURAM CHENNAI 600018
SANJAY DHARAMBIR ANAND	24H, RANJIT ROAD KOTTURPURAM, CHENNAI- 600085
MITHUN PADAMCHAND SACHETI	83 GULRUKH, WORLI SEAFACE K.A.G.K. ROAD, 3RD FLOOR MUMBAI 400025
SHIV AGRAWAL	3, WESTERN AVENUE MAHARANI, BAGH NEW DELHI 110065
SURESH ESHWARA PRABHALA	B 1402 SUKHDA BUILDING SIR POCHANWALA ROAD, WORLI, MUMBAI 400025

For Dr. Agarwal's Health Care Ltd.


Director

Page 26 of 26

