

SCHEME OF AMALGAMATION

OF

NOVA MEDICAL CENTERS PRIVATE LIMITED

(‘the Transferor Company 1’)

AND

NOVA PULSE IVF CLINIC PRIVATE LIMITED

(‘the Transferor Company 2’)

AND

NOVA MEDICAL CENTERS NCR REGION PRIVATE LIMITED

(‘the Transferor Company 3’)

AND

DSR HEALTHCARE PRIVATE LIMITED

(‘the Transferor Company 4’)

AND

MOTHERHOOD FERTILITY PRIVATE LIMITED

(‘the Transferor Company 5’)

AND

NEO ART REPOSITORY PRIVATE LIMITED

(‘the Transferor Company 6’)

WITH

RHEA HEALTHCARE PRIVATE LIMITED

(‘the Transferee Company’)

AND

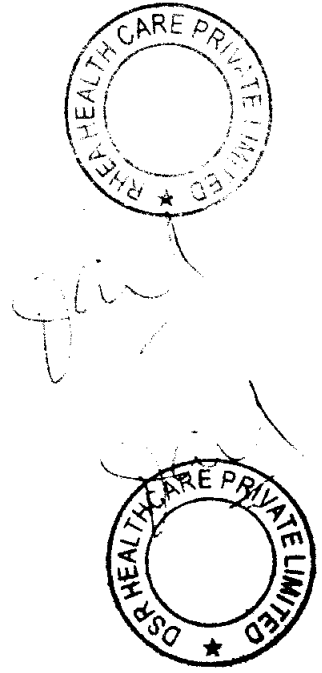
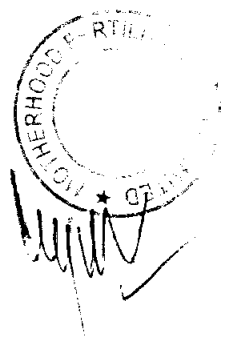
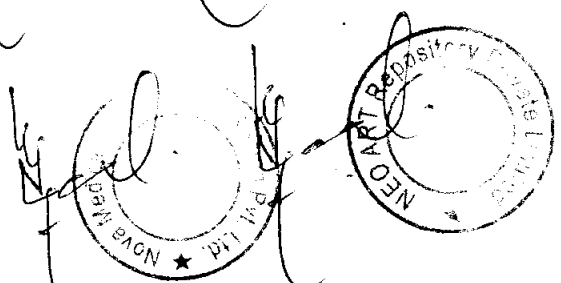
THEIR RESPECTIVE SHAREHOLDERS

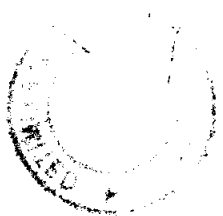


GENERAL

I. PURPOSE OF SCHEME

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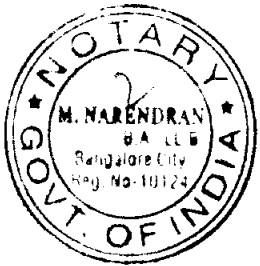
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This Scheme (defined herein) provides for amalgamation of (i) NOVA MEDICAL CENTERS PRIVATE LIMITED; (ii) NOVA PULSE IVF CLINIC PRIVATE LIMITED; (iii) NOVA MEDICAL CENTERS NCR REGION PRIVATE LIMITED; (iv) DSR HEALTHCARE PRIVATE LIMITED and (v) MOTHERHOOD FERTILITY PRIVATE LIMITED (vi) NEO ART REPOSITORY PRIVATE LIMITED (collectively referred to as **'the Transferor Companies'**) with RHEA HEALTHCARE PRIVATE LIMITED (**'the Transferee Company'**) by way of amalgamation pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013, read with the applicable rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

II. DESCRIPTION OF THE COMPANIES

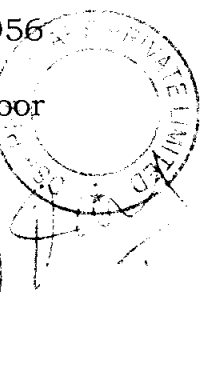
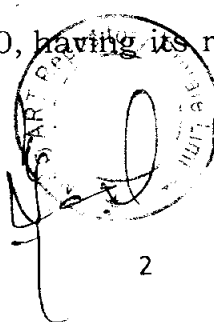
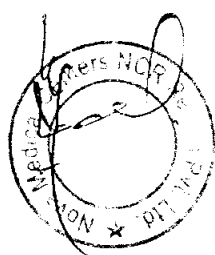
a. Nova Medical Centers Private Limited (CIN: U85110MH2009PTC375301) (**'the Transferor Company 1'**) is a company incorporated under the provisions of Companies Act, 1956 on 7th January, 2009, having its registered office at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051. The Transferor Company 1 currently operates multi-speciality day care surgical center to provide ambulatory services and diagnostics, outpatient, lab and other services that are incidental and ancillary to the provision of ambulatory services. The Company through its subsidiary companies operates In Vitro Fertilisation (IVF) clinics and polyclinics.

b. Nova Pulse IVF Clinic Private Limited (CIN: U74900MH2010PTC375458) (**'the Transferor Company 2'**) is a company incorporated under the provisions of Companies Act, 1956 on 13th October, 2010, having its registered office at 7A, 9th Floor



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Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051. The Transferor Company 2 currently operates directly and through its subsidiary to provide assisted fertility treatments, assisted insemination services, In Vitro Fertilisation (IVF) services and treatments for infertility.

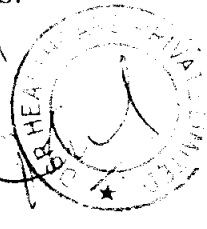
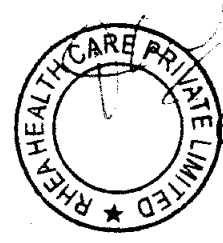
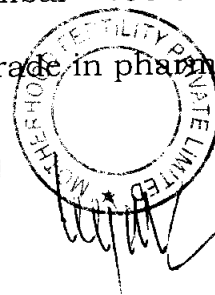
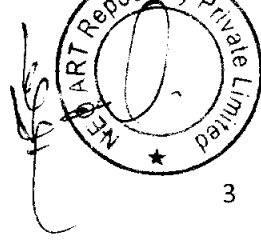
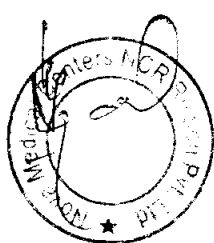
c. Nova Medical Centers NCR Region Private Limited (CIN: U85110MH2010PTC376910) (the **Transferor Company 3**) is a company incorporated under the provisions of Companies Act, 1956 on 3rd July, 2010, having its registered office at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051. The Transferor Company 3 operated standalone multi-specialty day care surgical centers to provide ambulatory services and diagnostics, outpatient, lab and other services that were incidental and ancillary to the provision of ambulatory services till 31st December 2014.

d. DSR Healthcare Private Limited (CIN: U85110MH2016PTC374636) (the **Transferor Company 4**) is a company incorporated under the provisions of Companies Act, 2013 on 15th March, 2016, having its registered office at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051. The Transferor Company 4 provides services in the field of maternal, child and other health care services.

e. Motherhood Fertility Private Limited (CIN: U74999MH2016PTC374639) (the **Transferor Company 5**) is a company incorporated under the provisions of Companies Act, 2013 on 6th July, 2016, having its registered office at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051. The main object of the Transferor Company 5 is to trade in pharmaceutical products.



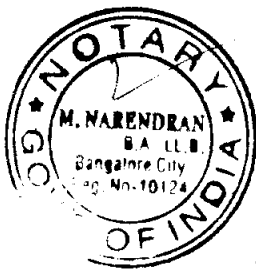
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f. Neo Art Repository Private Limited (CIN: U51909MH2013PTC374635) (the **Transferor Company 6**) is a company incorporated under the provisions of Companies Act, 1956 on 2nd January, 2013, having its registered office at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400 051. The Transferor Company 6 is involved in the business of owning, acquiring, promoting, establishing, managing and administering ART (Assisted Reproductive Technology) bank.

AND

g. Rhea Healthcare Private Limited (the **Transferee Company**) is a company incorporated under the Companies Act, 1956 (CIN No. U85110MH2008PTC375300) on 14th May, 2008, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai 400 051. The Transferee Company currently runs 12 hospitals and 1 clinic under the brand name of Motherhood hospitals.



III. RATIONALE FOR THE SCHEME

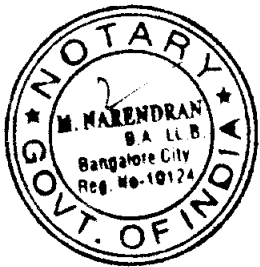
The Transferor Companies and the Transferee Company are engaged in similar businesses. The Transferor Companies and Transferee Company believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Companies into the Transferee Company:

- a) Consolidation and integration of the all the companies will result in earning predictability, stronger revenue and improved competitiveness thereby reducing business risks for mutual benefit of the stakeholders.

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- b) Greater economies of scale and will provide a larger and stronger base for potential future growth;
- c) Simplification of shareholding and elimination of multiple entities, thereby ensuring a streamlined structure.
- d) Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.
- e) Rationalising cost by eliminating multiple record keeping and administrative functions.
- f) Concentrated effort and focus by the management to grow the business by eliminating duplicative communication and burdensome co-ordination efforts across multiple entities and countries.

In view of the aforesaid, the Board of Directors (defined herein) of the Transferor Companies and the Transferee Company have considered the Scheme, wherein all the assets and liabilities of the Transferor Companies would be transferred and vested with and into the Transferee Company pursuant to Section 230 to 232 and other relevant provisions of the Companies Act, 2013 and rules and regulations made thereof, to the extent applicable.

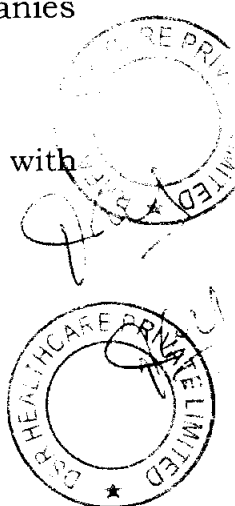
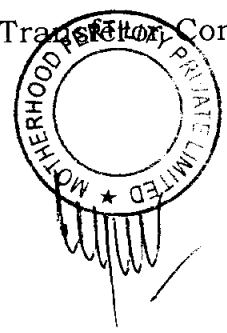
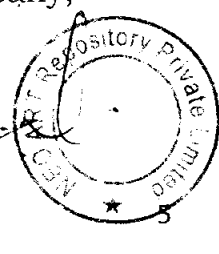
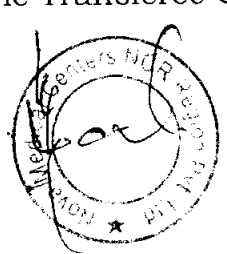


IV. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** - dealing with definitions of the terms used in this Scheme and corporate information;
- (ii) **Part B** - dealing with amalgamation of the Transferor Companies Group 1 with the Transferee Company;
- (iii) **Part C** - dealing with amalgamation of Transferor Company 6 with the Transferee Company;

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- (vi) **Part D** - dealing with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

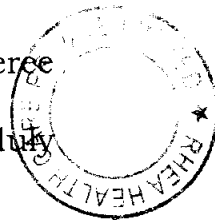
PART A

DEFINITIONS AND CORPORATE INFORMATION

1. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1. **“Act”** means the Companies Act, 2013 and rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereto from time to time.
- 1.2. **“Applicable law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **“Appointed Date”** means 1st April 2021, or such other date as may be approved by the Tribunal or any other Appropriate Authority.
- 1.4. **“Board of Directors”** means the Board of Directors of either of the Transferor Companies or the Board of directors of the Transferee Company, as the case may be, and shall include any duly constituted committee or authorised official(s) thereof.
- 1.5. **“Effective Date”** means the last of the dates on which the conditions specified in Clause 23 of the Scheme are complied with. Any reference in this Scheme to “upon the Scheme becoming effective” or “on the Scheme becoming effective” shall mean the Effective Date. However, the Scheme shall come into effect from the

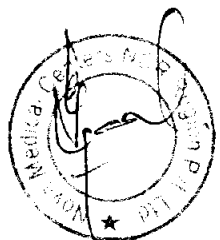


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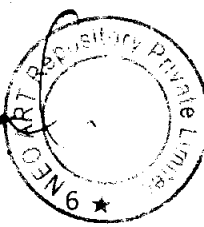
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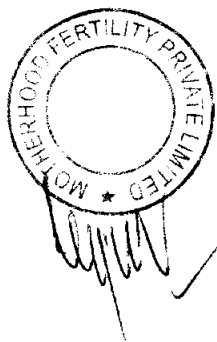
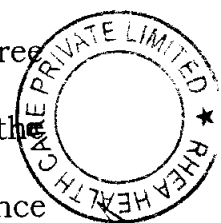
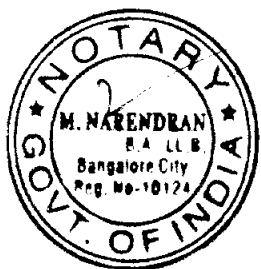


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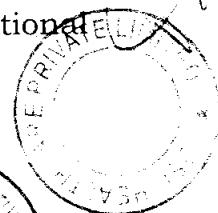
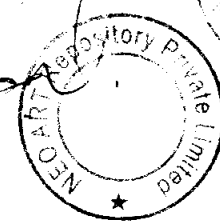
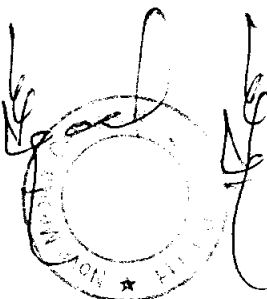


Appointed Date and the Scheme shall become operative from the Effective Date.

- 1.6. **“Government Authority”** or **“Appropriate Authority”** means the Central Government, any applicable State or Local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, or instrumentality thereof or arbitration or arbitral body including but not limited to Registrar of Companies, Mumbai, National Company Law Tribunal, Mumbai Bench, Reserve Bank of India, Regional Director, Western Region.
- 1.7. **“INR”** means Indian Rupee, the lawful currency of the Republic of India.
- 1.8. **“NCLT”** or **“Tribunal”** means the National Company Law Tribunal, Mumbai Bench, constituted under Sections 408 and other applicable provisions of the Act.
- 1.9. **“Registrar of Companies”** means the Registrar of Companies, Mumbai, Maharashtra, India.
- 1.10. **“Record Date”** means the date fixed by the respective Board of Directors of the Transferor Company 1 and the Transferor Company 2, in consultation with the Board of Directors of the Transferee Company for the purposes of determining the shareholders of the Transferor Company 1 and the Transferor Company 2 for issuance of shares pursuant to the Scheme.
- 1.11. **“Scheme”** or “the Scheme” or “this Scheme” means this Scheme of Amalgamation in its present form, submitted to the National Company Law Tribunal, Mumbai Bench or any other Appropriate Authority for sanction with any modification(s) as made under Clause 25 of this Scheme or as approved or directed by the National



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Company Law Tribunal, Mumbai Bench or any other Appropriate Authority.

1.12. **"Scheme 1"** means the Scheme of Amalgamation of Heal Holdings with Rhea Healthcare Private Limited (Transferee Company herein) and their respective shareholders.

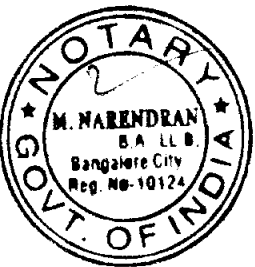
1.13. **"Transferee Company"** means RHEA HEALTHCARE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (CIN No.: U85110MH2008PTC375300) on 14th May 2008, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai 400 051.

1.14. **"Transferee Company Stock Option Plan"** means Motherhood Stock Option Plan 2017.

1.15. **"Transferor Company 1"** means Nova Medical Centers Private Limited, a company incorporated under Companies Act, 1956 (CIN No.: U85110MH2009PTC375301) on 7th January 2009, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

1.16. **"Transferor Company 1 Stock Option Plan"** means all the employee stock option schemes floated by Transferor Company 1 (including Employee Stock Option Scheme 2010, Employee Stock Option Scheme 2012, Employee Stock Option Scheme 2015 and Employee Stock Option Scheme 2020) pursuant to which shares in Transferor Company 1 will be issued to eligible employees / directors / key managerial personnel of Transferor Company 1.

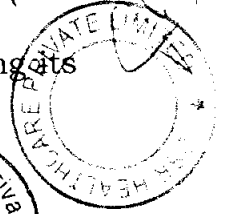
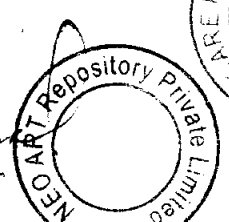
1.17. **"Transferor Company 2"** means Nova Pulse IVF Clinic Private Limited, a company incorporated under Companies Act, 1956 (CIN No.: U74900MH2010PTC375458) on 13th October 2010, having its



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registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

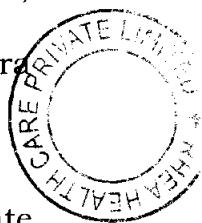
1.18. **“Transferor Company 3”** means Nova Medical Centers NCR Region Private Limited, a company incorporated under Companies Act, 1956 (CIN No.: U85110MH2010PTC376910) on 3rd July 2010, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

1.19. **“Transferor Company 4”** means DSR Healthcare Private Limited, a company incorporated under Companies Act, 2013 (CIN No.: U85110MH2016PTC374636) on 15th March 2016, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

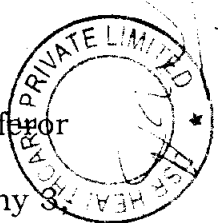
1.20. **“Transferor Company 5”** means Motherhood Fertility Private Limited, a company incorporated under Companies Act, 2013 (CIN No.: U74999MH2016PTC374639) on 06th July 2016, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

1.21. **“Transferor Company 6”** means Neo Art Repository Private Limited, a company incorporated under Companies Act, 1956 (CIN No.: U51909MH2013PTC374635) on 2nd January 2013, having its registered office address at 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

1.22. **“Transferor Companies”** shall collectively mean the Transferor Company 1, the Transferor Company 2, the Transferor Company 3,



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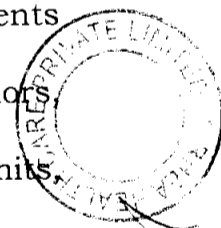


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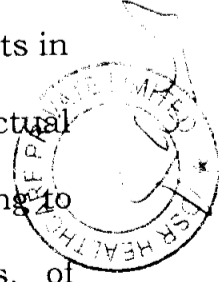
the Transferor Company 4, the Transferor Company 5 and the Transferor Company 6.

1.23. **“Transferor Companies Group 1”** shall collectively mean the Transferor Company 1, the Transferor Company 2, the Transferor Company 3, the Transferor Company 4 and the Transferor Company 5.

1.24. **“Undertaking”** shall mean and include the whole of the undertaking(s) of the Transferor Companies, as a going concern, including its business, all secured and unsecured debts, liabilities, losses, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to fixed assets, current assets, investments, funds, licenses, registrations, intangibles, intellectual property, brands, leases, licenses, tenancy rights, premises, lending arrangements, benefits of security arrangements, computers, office equipments, telephones, telexes, facsimile connections, communication facilities, service connections, benefits of agreements, contract and arrangements including but not limited to contracts entered into with vendors customers and service providers, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, easements and all the right, title, interest, benefits and advantage, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, sales tax, etc.) software license(s), intellectual property(ies), domain/websites, etc. in connection with/relating to the Transferor Companies and other claims and powers, of



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whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date.

1.25. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable law(s), rules, regulations, bye-laws, as the case may or any statutory modification or re-enactment thereof from time to time.

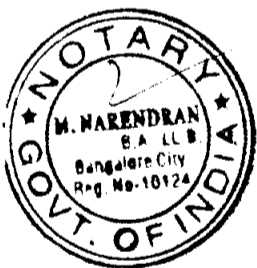
2. CORPORATE INFORMATION

Nova Medical Centers Private Limited ('THE TRANSFEROR COMPANY 1')

2.1. The Transferor Company 1 was incorporated on 7th January, 2009 as a private company limited by shares and is having Corporate Identity No. U85110MH2009PTC375301.

2.2. The Share Capital of the Transferor Company 1 as on 31st January, 2022 is as follows:

Particulars	Amount in INR
Authorized share capital	
11,38,14,985 Class A Equity Shares of INR 10/- each	1,13,81,49,850
200 Class B Equity Shares of INR 10/- each	2,000
200 Class C Equity Shares of INR 10/- each	2,000
200 Class D Equity Shares of INR 10/- each	2,000



Handwritten signatures and stamps of the Transferor Company 1, including a circular stamp of 'NOVA MEDICAL CENTERS PRIVATE LIMITED' and a circular stamp of 'MOTHERS FERTILITY PRIVATE LIMITED'.

200 Class E Equity Shares of INR 10/- each	2,000
2,980,999 0.02% Cumulative Participatory Compulsorily Convertible Preference Shares of INR 10/- each	2,98,09,990
46,05,622 Class A 0.02% Cumulative Participatory Compulsorily Convertible Preference Shares of INR 30/- each	13,81,68,660
26,47,282 Class B 0.02% Cumulative Participatory Compulsorily Convertible Preference Shares of INR 30/- each	7,94,18,460
Total	1,38,55,54,960
Issued, subscribed fully paid-up share capital	
9,81,56,103 Class A Equity Shares of INR 10/- each	98,15,61,030
Total	98,15,61,030

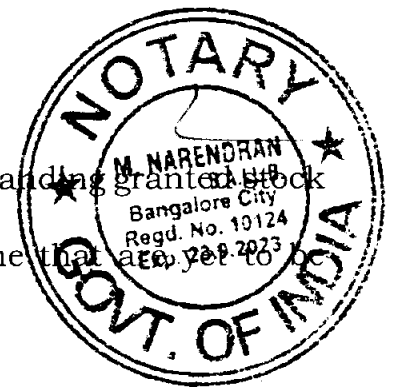
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Subsequent to the above date, there has been no change in the issued, subscribed and paid up share capital of the Transferor Company 1.

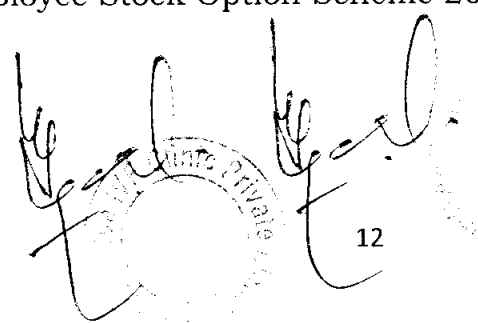
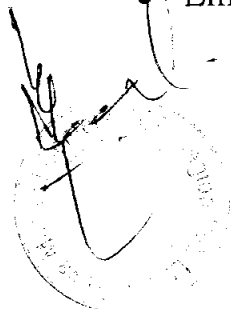
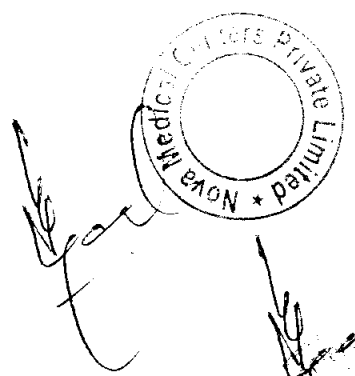
The Transferor Company 1 has framed different stock options Scheme / Plan as under -

- Employee Stock Option Scheme 2010

The Transferor Company 1 has 26,312 outstanding granted stock options under the above-mentioned Scheme that are yet to be exercised.



- Employee Stock Option Scheme 2012



The Transferor Company 1 has 52,180 outstanding granted stock options under the above-mentioned Scheme that are yet to be exercised.

- Employee Stock Option Scheme 2015

The Transferor Company 1 has 53,936 outstanding granted stock options under the above-mentioned Scheme that are yet to be exercised.

- Nova Stock Option Plan 2020.

The Transferor Company 1 has reserved 85,16,331 stock options under the above-mentioned Scheme and granted 70,38,567 stock options. Out of granted stock options, no stock options have lapsed and all the options out of the vested options are yet to be exercised.

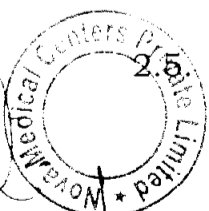
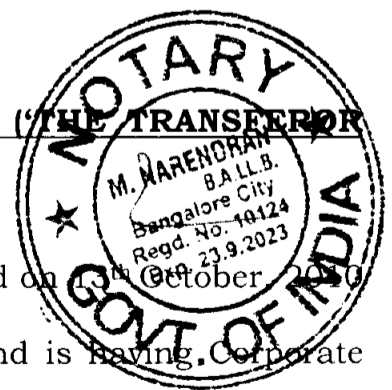
Further, the exercise of stock options before the Effective Date, under and in accordance with the Transferor Company 1 Stock Option Plan, may result in an increase in the issued, subscribed and paid-up equity share capital of the Transferor Company 1.

2.3. Each Class A Equity Share carries one vote.

2.4. The registered office of the Transferor Company 1 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051.

Nova Pulse IVF Clinic Private Limited ('THE TRANSFEROR COMPANY 2')

The Transferor Company 2 was incorporated on 13th October 2020 as a private company limited by shares and is having Corporate Identity No. U74900MH2010PTC375458.

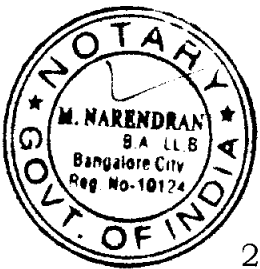


2.5. The Transferor Company 2 was incorporated on 13th October, 2010 as a private company limited by shares and is having Corporate Identity No. U74900MH2010PTC375458.

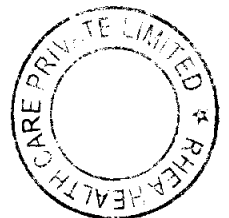
2.6. The Share Capital of the Transferor Company 2 as on 31st January, 2022 is as follows:

Particulars	Amount in INR
Authorized share capital	
7,50,00,000 Equity Shares of INR 10 each	75,00,00,000
Total	75,00,00,000
Issued, subscribed and paid-up share capital	
7,01,23,644 Equity Shares of INR 10 each	70,12,36,440
Total	70,12,36,440

Subsequent to the above date, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 2.

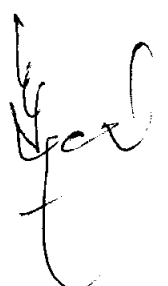
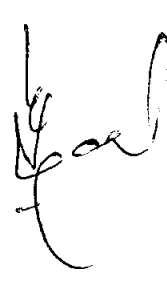
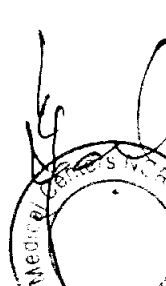




2.7. Each Equity Share carries one vote.



2.8. The registered office of the Transferor Company 2 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

Nova Medical Centers NCR Region Private Limited ('THE TRANSFEROR COMPANY 3')

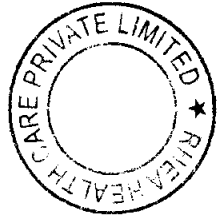
711

2.9. The Transferor Company 3 was incorporated on 3rd July, 2010 as a private company limited by shares and is having Corporate Identity No. U85110MH2010PTC376910.

2.10. The Share Capital of the Transferor Company 3 as on 31st January, 2022 is as follows:

Particulars	Amount in INR
Authorized share capital	
5,30,00,000 Equity Shares of INR 10 each	53,00,00,000
Total	53,00,00,000
Issued, subscribed and paid-up share capital	
4,93,76,644 Equity Shares of INR 10 each	49,37,66,440
Total	49,37,66,440

Subsequent to the above date, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 3.

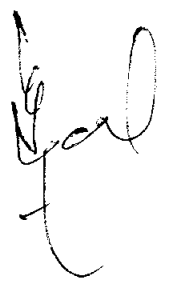
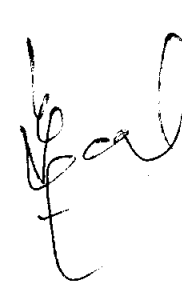
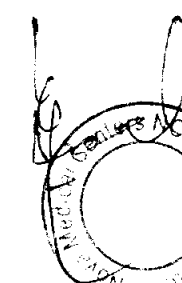
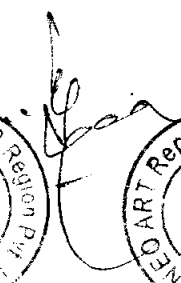
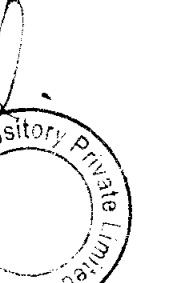
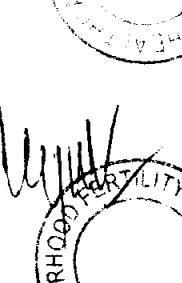


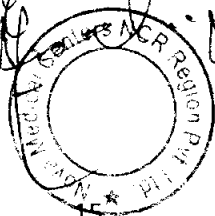
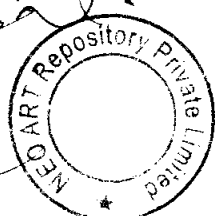
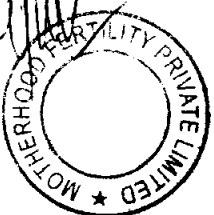
2.11. Each Equity Share carries one vote.

2.12. The registered office of the Transferor Company 3 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

DSR Healthcare Private Limited ('THE TRANSFEROR COMPANY

4')

2.13. The Transferor Company 4 was incorporated on 15th March, 2016 as a private company limited by shares and is having Corporate Identity No. U85110MH2016PTC374636.

2.14. The Share Capital of the Transferor Company 4 as on 31st January, 2022 is as follows:

Particulars	Amount in INR
Authorized share capital	
1,00,000 Equity Shares of INR 10 each	10,00,000
Total	10,00,000
Issued, subscribed and fully paid-up share capital	
26,205 Equity Shares of INR 10 each	2,62,050
Total	2,62,050

Subsequent to the above date, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 4. The entire issued, subscribed and paid-up share capital of the Transferor Company 4 is held by the Transferee Company.



2.15. Each Equity Share carries one vote.

2.16. The registered office of the Transferor Company 4 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

Motherhood Fertility Private Limited ('THE TRANSFEROR COMPANY 5')

16

2.17. The Transferor Company 5 was incorporated on 6th July, 2016 as a private company limited by shares and is having Corporate Identity No. U74999MH2016PTC374639.

2.18. The Share Capital of the Transferor Company 5 as on 31st January, 2022 is as follows:

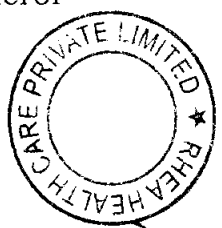
Particulars	Amount in INR
Authorized share capital	
10,000 Equity Shares of INR 10 each	1,00,000
Total	1,00,000
Issued, subscribed and fully paid-up share capital	
10,000 Equity Shares of INR 10 each, Fully Paid Up	1,00,000
Total	1,00,000

Subsequent to the above date, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 5.

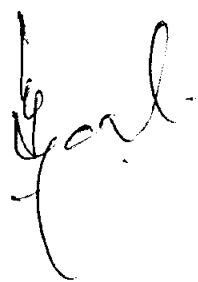
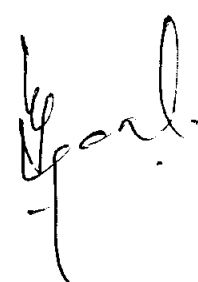
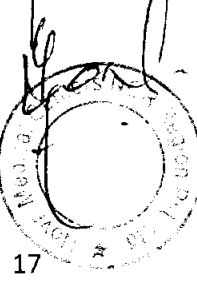
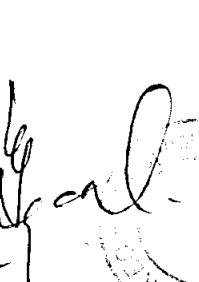
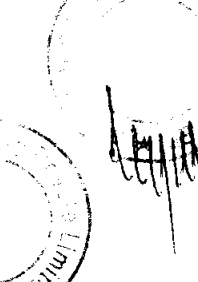


2.19. Each Equity Share carries one vote.

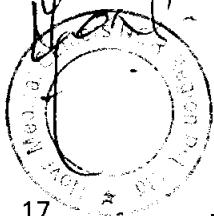
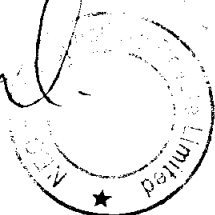

2.20. The registered office of the Transferor Company 5 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051.



Neo Art Repository Private Limited ('THE TRANSFEROR COMPANY 6')

17

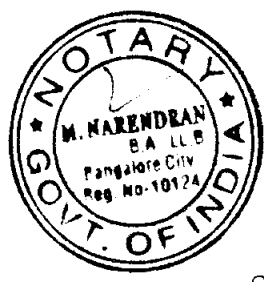




2.21. The Transferor Company 6 was incorporated on 2nd January, 2013 as a private company limited by shares and is having Corporate Identity No. U51909MH2013PTC374635

2.22. The Share Capital of the Transferor Company 6 as on 31st January, 2022 is as follows:

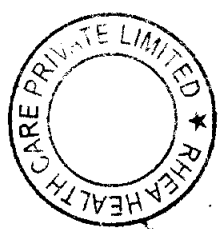
Particulars	Amount in INR
Authorized share capital	
27,50,000 Equity Shares of INR 10 each	2,75,00,000
Total	2,75,00,000
Issued, subscribed and paid-up share capital	
27,25,000 Equity Shares of INR 10 each	2,72,50,000
Total	2,72,50,000

Subsequent to the above date, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 6.



2.23. Each Equity Share carries one vote.

2.24. The registered office of the Transferor Company 6 is 7A, 9th Floor Pinnacle Corporate Park, Building No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400 051.



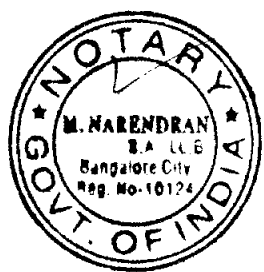
RHEA HEALTHCARE PRIVATE LIMITED ('THE TRANSFEREE COMPANY')

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2.25. The Transferee Company was incorporated on the 14th May 2008 as a private company limited by shares and having Corporate Identity No. U85110MH2008PTC375300.

2.26. The Share Capital of the Transferee Company as on 31st January, 2022 is as follows:

Particulars	Amount in INR
Authorised share capital	
2,95,00,000 Equity Shares of INR 1 each	2,95,00,000
5,00,000 Compulsorily Convertible Preference Shares of INR 1 each	5,00,000
Total	3,00,00,000
Issued, subscribed and paid-up share capital	
51,37,283 Equity Shares of INR 1 each	51,37,283
Total	51,37,283



Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company.

Further, the Transferee Company has reserved 3,08,214 stock options under the Transferee Company Stock Option Plan and granted 2,91,542 stock options. Out of granted stock options, 9,622 stock options lapsed and 1,44,925 options are yet to be vested. The exercise of stock options before the Effective Date, under and in accordance with the Transferee Company Stock Option Plan, may result in an increase in the issued, subscribed and paid-up equity share capital of the Transferee Company.

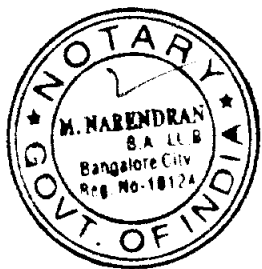
19

2.27. The registered office of the Transferee Company is at 7A, 9th Floor Pinnacle Corporate Park, Bldg. No.19 A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai 400051.

2.28. The Transferee Company followed the erstwhile Indian GAAP upto the financial year 2020-21 and is in the process of transitioning to Ind AS in the financial year 2021-2022.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved or imposed or directed by the National Company Law Tribunal, Mumbai Bench or any other Appropriate Authority shall take effect from the Appointed Date and shall be operative from the Effective Date.



PART B

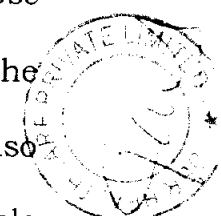
AMALGAMATION OF THE TRANSFEROR COMPANIES GROUP 1 WITH THE TRANSFEE COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING

4.1. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and undertaking of the Transferor Companies Group 1, including all the debts, liabilities, losses, duties and obligations, including those arising on accounts of taxation laws and other allied laws, of the Transferor Companies Group 1 of every description and also including, without limitation, all the movable and immovable

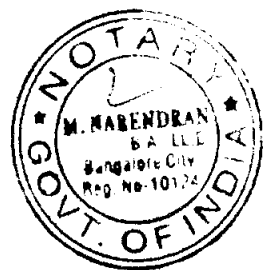


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properties and assets (whether tangible or intangible) of the Transferor Companies Group 1 comprising, amongst others, all investments, receivables, actionable claims, furniture and fixtures, office equipments, telephones, telexes, facsimile and other communication facilities and business licenses, permits, deposits, authorizations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, know-how, trade secret, patents, trademarks, service marks, other intellectual property rights, registrations, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals shall, under the provisions of Sections 230 to 232 of the Act and pursuant to the Order of the NCLT or any other Appropriate Authority, sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and undertaking of the Transferee Company.



4.2. Without prejudice to the generality of Clause 4.1 above, in respect of the assets of the Transferor Companies Group 1, including cash and bank balances, as are moveable in nature or are otherwise capable by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Companies Group 1 to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the



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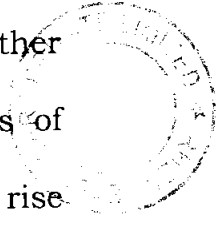
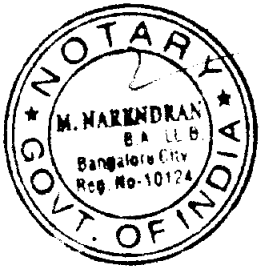
Handwritten signatures and stamps:
 - Two handwritten signatures on the left.
 - A circular stamp: "Notary Center, Bangalore City, Reg. No. 10124".
 - A circular stamp: "NEARLY PRIVATE LIMITED".
 - A circular stamp: "NEARLY PRIVATE LIMITED".
 - A circular stamp: "NEARLY PRIVATE LIMITED".

assets of the Transferee Company, with effect from the Appointed Date.

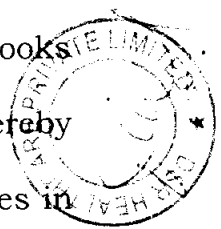
4.3. Without prejudice to the generality of Clause 4.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies Group 1, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Companies Group 1 and all other liabilities which may accrue or arise after the Appointed Date but which related to the period on or up to the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrances of the Transferor Companies Group 1 or on any income earned from those assets.

4.4. With effect from the Appointed Date, all inter-party transactions between the Transferor Companies Group 1 and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

4.5. With effect from the Appointed Date, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies Group 1 and the Transferee Company, shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in



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respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

4.6. All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Companies Group 1 after the Appointed Date, over the properties and other assets comprised in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Companies Group 1, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances, shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Companies Group 1 over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.



4.7. All existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies Group 1 transferred to and vested in the Transferee Company by virtue of this Scheme.

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4.8. It is expressly provided that save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

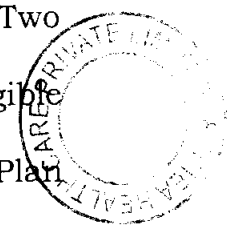
5. STAFF, EMPLOYEES AND DIRECTORS

5.1 On the Scheme becoming effective, all staff and employees of the Transferor Companies Group 1, in service on the Effective Date shall be deemed to have become staff and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service for the purpose of provident fund. or gratuity or otherwise, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to their employment with the Transferor Companies Group 1 on the Effective Date.



Employee stock benefits

5.2 Upon the Scheme becoming effective, in lieu of every 2,055 (Two Thousand and Fifty-Five) Employee Stock Options held by eligible employees under the Transferor Company 1 Stock Option Plan (whether vested or not), the Transferee Company shall grant 100 (One Hundred) new stock options ("New Options") under a new stock option scheme framed by the Transferee Company ("Transferee Company Stock Option Plan - New") as per the Employee Stock Option Plan (ESOP) Guidelines to the eligible employees. The New Options shall entitle the eligible employees to purchase 1 (One) equity share of the Transferee Company for every 1 (One) New Option. Further and simultaneously with the issuance of New Options by the Transferee



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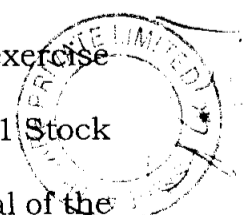
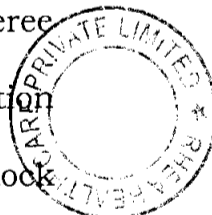
Company under the Transferee Company Stock Option Plan – New, the Employee Stock Options held by the eligible employees under the Transferor Company 1 Stock Option Plan shall automatically stand cancelled.

5.2.1 Fractional entitlements, if any, arising pursuant to the applicability of the exchange ratio (as set out in clause 5.2 above) shall be rounded off to the nearest integer

5.2.2 The exercise price payable for the New Options shall be such as may be determined by the Board of the Transferee Company taking into consideration the terms and the exercise price of the Transferor Company 1 Stock Option Plan.

5.2.3 Subject to Applicable Laws, the effect of the New Options shall be appropriately reflected in the books of accounts of the Transferee Company.

5.2.4 The aforesaid grant of New Options to the eligible employees shall be effected as an integral part of the Scheme and the consent of the shareholders of the Transferor Company 1 and the Transferee Company to the Scheme shall be deemed to be their consent in relation to all matters pertaining to the Transferor Company 1 Stock Option Plan and the Transferee Company Stock Option Plan – New including without limitation for the purposes of framing the Transferee Company Stock Option Plan – New, modifying the Transferor Company 1 Stock Option Plan (including, inter alia, increasing the maximum number of equity shares that can be issued consequent to the exercise of the stock options granted under the Transferor Company 1 Stock Option Plan and/or modifying the exercise price of the stock option under the Transferor Company 1 Stock Option Plan), and all related matters. No further approval of the



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shareholders of the Transferor Company 1 or the Transferee Company or resolution, action or compliance would be required in this connection under any of the applicable provisions of the Act and any other Applicable Laws.

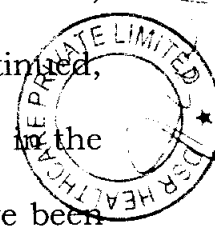
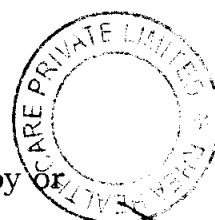
5.2.5 In relation to the New Options granted by the Transferee Company to the eligible employees under the Transferee Company Stock Option Plan – New, the period during which the Employee Stock Options granted by the Transferor Company 1 under the Transferor Company 1 Stock Option Plan were held by or deemed to have been held by the eligible employees shall be taken into account for determining the minimum vesting period required under the Applicable Law, the Transferor Company 1 Stock Option Plan and the Transferee Company Stock Option Plan – New.

5.2.6 The Board of Directors of the Transferor Company 1 and the Transferee Company or any of the committee(s) thereof shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause of the Scheme



6. LEGAL PROCEEDINGS

If any suit, appeal or other legal proceedings of whatever nature by or against the Transferor Companies Group 1 is pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been



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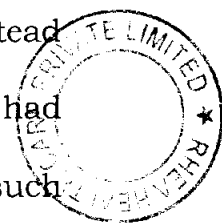
continued, prosecuted and enforced by or against the Transferor Companies Group 1, as if this Scheme had not been made.

In case of any litigations, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies Group 1 after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The Transferee Company undertakes to continue to abide by the agreement/settlement if any entered into by the Transferor Companies Group 1 with any of its employees, which is in force as on the Effective Date.

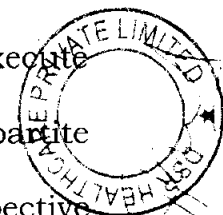
7. CONTRACTS, DEEDS, ETC. AND POWER TO GIVE EFFECT TO THIS PART

7.1 Subject to the other provisions of this Scheme, all contracts, deeds, agreements, licenses, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Companies Group 1 are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies Group 1, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licenses, permits, registrations, approvals and other instruments.

7.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the respective



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Transferor Companies Group 1 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Companies Group 1 and to implement or carry out all formalities required on the part of the Transferor Companies Group 1 to give effect to the provisions of this Scheme.

8. CONSIDERATION FOR AMALGAMATION

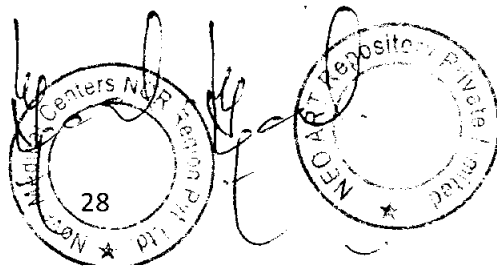
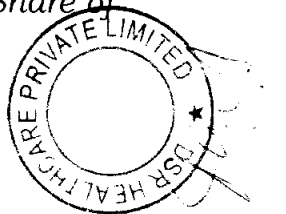
8.1 Upon coming into effect of the Scheme and in consideration for the amalgamation of the Transferor Companies Group 1 into the Transferee Company, the Transferee Company shall, without any application, act or deed, issue and allot equity shares of face value of INR 1 each, credited as fully paid up, to the extent indicated below, to the members of the Transferor Companies Group 1 and whose name appear in the Register of Members of the Transferor Companies Group 1 as on the Record Date (other than the shares held by the Transferee Company or any other Transferor Companies Group 1 in each other) or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be, in the following manner:

a) Equity Shareholders of the Transferor Company 1

“100 (One Hundred) fully paid-up Equity Shares of INR 1 each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company 1 for every 2,055 (Two Thousand and Fifty-Five) fully paid up Class A Equity Share of INR 10 each of their holding in the Transferor Company 1”.

b) Equity Shareholders of the Transferor Company 2

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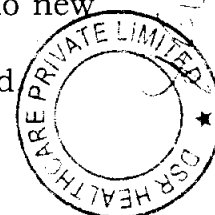
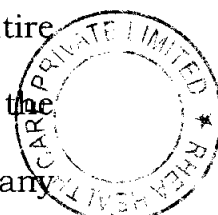
"100 (One Hundred) Equity Shares of INR 1 each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company 2 for every 1,886 (One Thousand Eight Hundred and Eight Six) fully paid-up Equity Share of INR 10 each of their holding in the Transferor Company 2".

c) Equity Shareholders of Transferor Company 3

The Transferor Company 3 is a wholly owned subsidiary of the Transferor Company 1. Upon the Scheme becoming effective and upon amalgamation of the Transferor Company 1 and the Transferor Company 3 into the Transferee Company in terms of this Scheme, no shares of the Transferee Company shall be issued or allotted to the members of the Transferor Company 3.

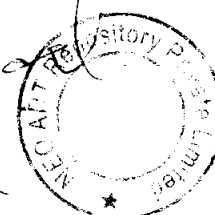
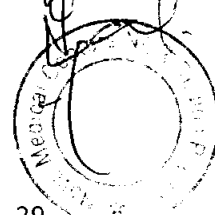
d) Equity Shareholders of the Transferor Company 4 and the Transferor Company 5

The Transferor Company 4 and the Transferor Company 5 are wholly owned subsidiaries of the Transferee Company i.e., the entire paid-up share capital of the Transferor Company 4 and the Transferor Company 5 is being held by the Transferee Company along with its nominee. Therefore, on amalgamation of the Transferor Company 4 and the Transferor Company 5 with the Transferee Company, the shares held by the Transferee Company in the Transferor Company 4 and the Transferor Company 5 shall stand cancelled with coming into effect of the Scheme and no new shares of the Transferee Company shall be issued and allotted



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8.2 The Board of Directors of the Transferor Companies Group 1 and the Transferee Company had engaged Mr. Aashay Hasmukh Dedhai, Registered Valuer, to provide a valuation report in respect of the share exchange ratio to be considered for issue of new shares to the shareholders of the Transferor Companies Group 1 pursuant to the Scheme.

8.3 No fractional shares shall be issued by the Transferee Company and all fractions shall be rounded off to the nearest integer.

8.4 The shares so allotted pursuant to Clause 8.1 above shall be subject to Memorandum and Articles of Association of the Transferee Company and shall rank, for dividend, voting rights and for all other benefits and all other respects, *pari-passu* with the existing equity shares of the Transferee Company with effect from the date of allotment.



8.5 The issue and allotment of shares, pursuant to Clause 8.1 above is an integral part of this Scheme. The approval of this Scheme by the members of the Transferee Company shall be deemed to be due compliance with all applicable provisions of the Act but not limited to Section 62(1)(c) of the Act, to the extent applicable.

8.6 The investments held by the Transferee Company in any of the Transferor Companies Group 1 or between the Transferor Companies Group 1 shall stand cancelled pursuant to the Scheme and there shall be no further obligation in that behalf.

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9. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

Notwithstanding anything to the contrary in this Scheme, upon the Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of accounts as per the 'Pooling of Interest Method' laid down by Appendix C of the Indian Accounting Standard 103 'Business Combination', notified under the provisions of the Act.

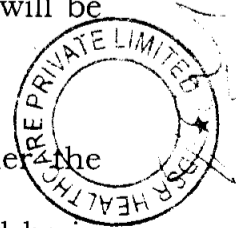
9.1 The Transferee Company shall record the assets, liabilities and reserves of the Transferor Companies Group 1 in the books of accounts of Transferee Company at the existing carrying amounts and in the same form.

9.2 The Transferee Company shall credit the aggregate face value of equity shares issued by it pursuant to Clause 8.1 of this Scheme to the equity share capital in its books of accounts.

9.3 The carrying amount of the investments held by the Transferee Company in the Transferor Companies Group 1 or between the Transferor Companies Group 1 shall stand cancelled pursuant to the Scheme.

9.4 Difference, if any, between the net assets transferred to the Transferee Company pursuant to Clause 9.1 of the Scheme and the equity share capital recorded as per Clause 9.2 of the Scheme, after giving effect to adjustment mentioned in Clause 9.3 above, will be transferred to Capital Reserve.

The accounting treatment to be adopted (as set out under the Scheme) to give effect to the provisions of the Scheme would be in



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consonance with the Accounting Standards notified under Section 133 of the Act.

Accounting for tax purposes

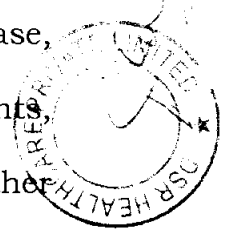
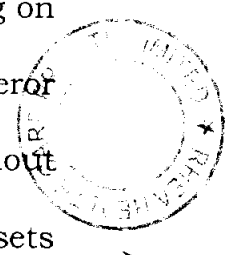
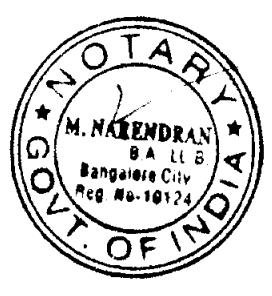
9.5 It is further clarified that the Scheme set out herein in its present form duly approved by the NCLT shall be effective from the Appointed Date for tax purposes. Accordingly, the Transferee Company shall, for tax purposes, account for the Scheme and all its effects with effect from the Appointed Date.

PART C

AMALGAMATION OF THE TRANSFEROR COMPANY 6 WITH THE TRANSFEREE COMPANY

10. TRANSFER AND VESTING OF UNDERTAKING

10.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and undertaking of the Transferor Company 6, including all the debts, liabilities, losses, duties and obligations, including those arising on accounts of taxation laws and other allied laws, of the Transferor Company 6 of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company 6 comprising, amongst others, all investments, receivables, actionable claims, furniture and fixtures, office equipments, telephones, telexes, facsimile and other communication facilities and business licenses, permits, deposits, authorizations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, know-how, trade secret, patents, trademarks, service marks, other



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intellectual property rights, registrations, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals shall, under the provisions of Sections 230 to 232 of the Act and pursuant to the Order of the NCLT or any other Appropriate Authority, sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and undertaking of the Transferee Company.

10.2 Without prejudice to the generality of Clause 10.1 above, in respect of the assets of the Transferor Company 6, including cash and bank balances, as are moveable in nature or are otherwise capable by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Company 6 to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.

10.3 Without prejudice to the generality of Clause 10.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company 6, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company 6 and all other liabilities which may accrue or arise after



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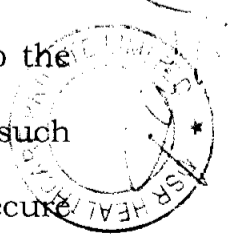
the Appointed Date but which related to the period on or up to the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrances of the Transferor Company 6 or on any income earned from those assets.

10.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Company 6 and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

10.5 With effect from the Appointed Date, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company 6 and the Transferee Company, shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.



10.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Company 6 after the Appointed Date, over the properties and other assets comprised in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure



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or relate to liabilities of the Transferor Company 6, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances, shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company 6 over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.

10.7 All existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company 6 transferred to and vested in the Transferee Company by virtue of this Scheme.

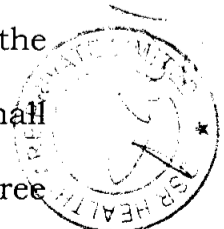


10.8 It is expressly provided that save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

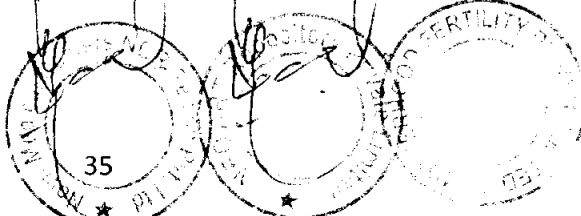


11. STAFF, EMPLOYEES AND DIRECTORS

On the Scheme becoming effective, all staff and employees of the Transferor Company 6 if any, in service on the Effective Date shall be deemed to have become staff and employees of the Transferee



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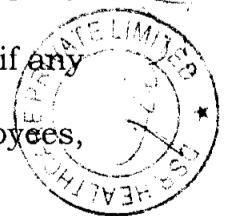
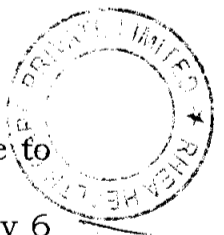


Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service for the purpose of provident fund or gratuity or otherwise, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to their employment with the Transferor Company 6 on the Effective Date.

12. LEGAL PROCEEDINGS

If any suit, appeal or other legal proceedings of whatever nature by or against the Transferor Company 6 is pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company 6, as if this Scheme had not been made.

In case of any litigations, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company 6 after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The Transferee Company undertakes to continue to abide by the agreement/settlement if any entered into by the Transferor Company 6 with any of its employees, which is in force as on the Effective Date.



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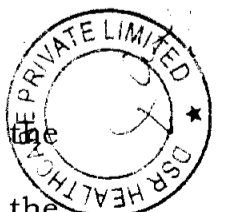
13. CONTRACTS, DEEDS, ETC. AND POWER TO GIVE EFFECT TO THIS PART

13.1 Subject to the other provisions of this Scheme, all contracts, deeds, agreements, licenses, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company 6 are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company 6, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licenses, permits, registrations, approvals and other instruments.

13.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company 6 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company 6 and to implement or carry out all formalities required on the part of the Transferor Company 6 to give effect to the provisions of this Scheme.

14. CONSIDERATION FOR AMALGAMATION

The Transferor Company 6 is a wholly owned subsidiary of the Transferor Company 2 and the Transferor Company 2 holds all the



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shares issued by the Transferor Company 6 along with its nominee. Upon Part B of the Scheme becoming effective, the Transferor Company 6 shall become a wholly owned subsidiary of the Transferee Company. Therefore, upon amalgamation of the Transferor Company 6 into the Transferee Company in terms of Part C of this Scheme, no shares of the Transferee Company shall be issued or allotted to the members of the Transferor Company 6

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

Notwithstanding anything to the contrary in this Scheme, upon the Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of accounts as per the 'Pooling of Interest Method' laid down by Appendix C of the Indian Accounting Standard 103 'Business Combination', notified under the provisions of the Act.

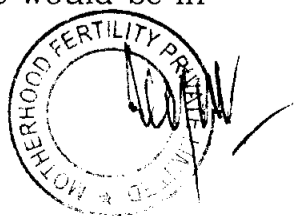
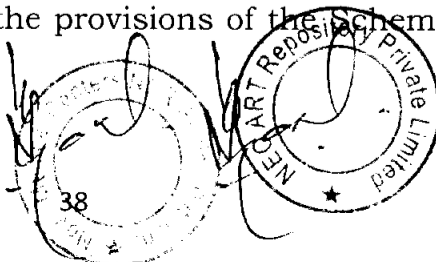
15.1 The Transferee Company shall record the assets, liabilities and reserves of the Transferor Company 6 in the books of accounts of Transferee Company at the existing carrying amounts and in the same form.

15.2 Intercompany investments and transactions stand cancelled pursuant to the Scheme.

15.3 Difference, if any, between the net assets transferred to the Transferee Company pursuant to Clause 15.1 of the Scheme after giving effect to adjustment mentioned in Clause 15.2 above, will be transferred to Capital Reserve.

The accounting treatment to be adopted (as set out under the Scheme) to give effect to the provisions of the Scheme would be in

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consonance with the Accounting Standards notified under Section 133 of the Act.

Accounting for tax purposes

15.4 It is further clarified that the Scheme set out herein in its present form duly approved by the NCLT shall be effective from the Appointed Date for tax purposes. Accordingly, the Transferee Company shall, for tax purposes, account for the Scheme and all its effects with effect from the Appointed Date.

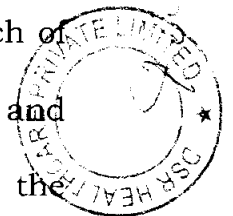
PART D

COMBINATION OF AUTHORISED CAPITAL, DISSOLUTION OF THE TRANSFEROR COMPANIES AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO



16. COMBINATION OF AUTHORISED CAPITAL

16.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the authorised share capital of the Transferee Company shall stand increased without any further act, instrument or deed on part of the Transferee Company by authorised share capital comprising of equity shares and preference shares of the Transferor Companies and such authorised share capital shall be reclassified into equity share capital of face value of INR 1 each of the Transferee Company. The Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument

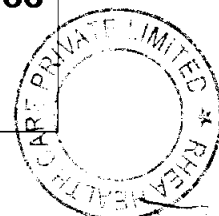


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or deed, be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting amendment, and no resolution(s) under the applicable provisions of the Act would be required to be separately passed, as the case maybe and for the purpose of the stamp duty and fees payable, the authorised capital of the Transferor Companies shall be utilized and applied to the increased authorised share capital of the Transferee Company to the extent permissible under the provisions of law.

16.2 Consequent upon the Scheme becoming effective, the authorised share capital of the Transferee Company will be as under:

Authorised Capital	Amount (in INR)
2,72,36,54,960 Equity Shares of INR 1 each	2,72,36,54,960
5,00,000 Compulsorily Convertible Preference Shares of INR 1 each	5,00,000
TOTAL	2,72,41,54,960



16.3 Further, Clause V of the Memorandum of Association of the Transferee Company shall be altered as under:

"The Authorised share Capital of the Company is INR 2,72,41,54,960 (Indian Rupee Two Hundred and Seventy-Two Crore Forty-One Lakh Fifty-Four Thousand Nine Hundred and Sixty only) consisting of 2,72,36,54,960 (Two Hundred and Seventy-Two Crore Thirty-Six Lakh Fifty-Four Thousand Nine Hundred and Sixty only) Equity Shares of INR 1 (One) each and 5,00,000 (Five Lakhs) Preference Shares of INR 1 (One) each."

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- Medical Centers (NCR Region) Pvt. Ltd.
- MOART (MOTHERHOOD ASSOCIATION PRIVATE) LIMITED
- MOTHERHOOD FERTILITY PRIVATE LIMITED

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17. DISSOLUTION OF THE TRANSFEROR COMPANIES

Upon the Scheme becoming effective, the Transferor Companies, without any further act or deed, shall stand dissolved without being wound up and their names shall be struck off from the records of the Registrar of Companies.

18. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

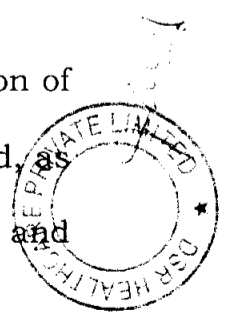
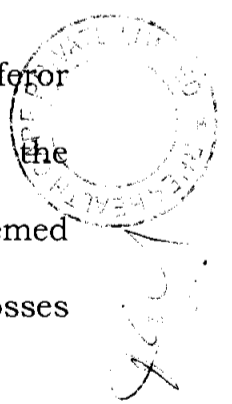
During the period from the Appointed Date to the Effective Date:

18.1 The Transferor Companies shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of their business and undertaking for and on account of and in trust for the Transferee Company.

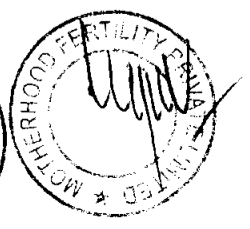
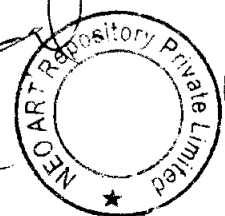
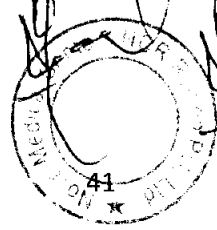
18.2 The Transferor Companies shall carry on their business and activities in the ordinary course of business with reasonable diligence and business prudence.

18.3 All the profits or income accruing or arising to the Transferor Companies or expenditure, or losses incurred or arising to the Transferor Companies, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.

18.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and



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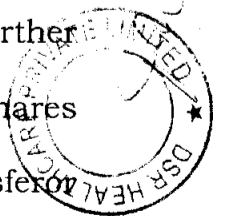
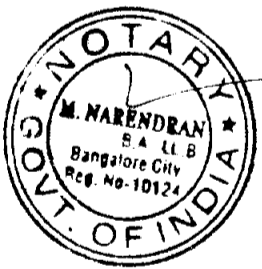
sanctions which the Transferee Company may require for carrying on the business of the Transferor Companies.

18.5 The Transferor Companies shall carry on their business, operations or activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.

18.6 The Transferor Companies and Transferee Company shall also be entitled to make an application for amending, cancelling, or obtaining fresh registrations, as the case may be, under all Applicable law(s) and legislations. The Transferor Companies and the Transferee Company would be entitled to make an application for amending licenses/authorizations.

18.7 With effect from the Appointed Date, the Transferor Companies shall not without the prior written consent of the Transferee Company utilize the profits, if any, for declaring or paying of any dividend to their shareholders and shall also not utilize, adjust or claim adjustment of profits/reserves, as the case may be earned/ incurred or suffered after the Appointed Date.

18.8 The Transferor Companies shall not after the date of approval of the Scheme by the Board of Directors, issue or allot any further securities, by way of rights or bonus or otherwise (apart from shares to be issued on account of exercise of stock options under Transferor



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Company 1 Stock Option Plan) without the prior written consent of the Board of Directors of the Transferee Company.

18.9 Until the effectiveness of this Scheme, the members of the Transferor Companies and the Transferee Company shall continue to enjoy their existing rights under their respective articles of association or constitution, as the case may be, including their right to receive dividend.

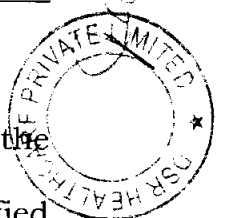
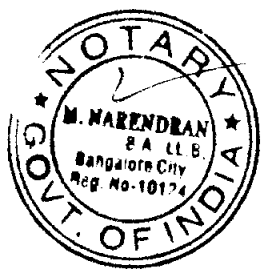
18.10 Notwithstanding the Clauses of the Scheme, until the Effective Date, the Transferor Companies shall have the right to utilize the available cash, bank balances, surplus assets for the purpose of meeting expenses in the ordinary course of its business or the purpose(s) specified in the Scheme including expenses incurred for implementation of this Scheme.

19. TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANIES

All taxes, levies, cess, etc. (whether direct or indirect) that might have been paid by the Transferor Companies (whether before or after the Appointed Date) during the period when the amalgamation has not become effective for any tax liability that arises after the Appointed Date shall be deemed to be tax paid by the Transferee Company and credit in respect thereof shall be given to the Transferee Company accordingly.

20. TREATMENT OF SCHEME FOR THE PURPOSES OF INCOME TAX ACT, 1961

This Scheme has been drawn up to comply with and come within the definition and conditions relating to "amalgamation" as specified



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under Section 2(1B) and such other provisions, as may be applicable, of the Income Tax Act, 1961.

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income Tax Act, 1961, at a later date, including resulting from an amendment of any Applicable law(s) or for any other reason whatsoever, the Scheme shall stand modified/amended to that extent determined necessary to comply and come within the definition and conditions relating to "Amalgamation" specified in the Income Tax Act, 1961. In such an event, the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.

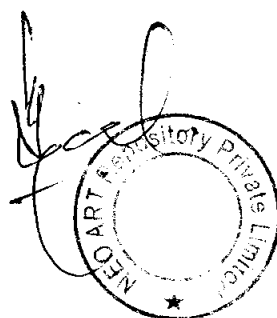
21. SAVINGS OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the undertaking of the Transferor Companies under Clause 4 and Clause 11 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

22. SEQUENCING OF EVENTS



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Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred and become effective and operative, only in the sequence and in the order mentioned hereunder:

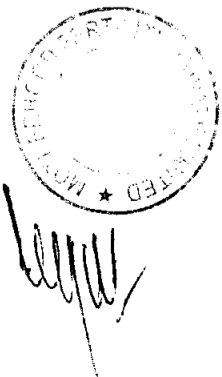
- (i) Amalgamation of Transferor Companies Group 1 into and with Transferee Company in accordance with Part B of this Scheme;
- (ii) Dissolution of Transferor Companies Group 1 without winding up;
- (iii) Amalgamation of Transferor Company 6 into and with Transferee Company in accordance with Part C of this Scheme;
- (iv) Dissolution of Transferor Company 6 without winding up.

In addition to the above, it is hereby clarified that the Appointed Date for Part C of this Scheme shall mean 1st April 2021, immediately after giving effect to amalgamation of Transferor Companies Group 1 with the Transferee Company as set out in Part B of this Scheme.

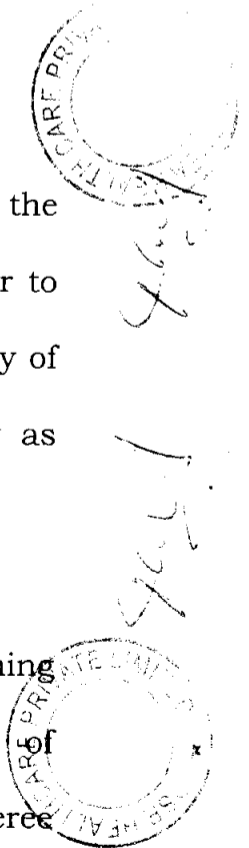
23. CONDITIONALITY OF THE SCHEME

23.1 This Scheme is and shall be conditional upon and subject to:

- a) The Scheme being approved by the requisite majority of the shareholders and/or creditors (as may be required and/or to the extent not dispensed with by the Appropriate Authority of the Transferor Companies and the Transferee Company as required under the Applicable law(s).
- b) The sanction / approval to the Scheme by the NCLT.
- c) The Certified Copy of the Order passed by the NCLT sanctioning the Scheme being filed with the concerned Registrar of Companies by the Transferor Companies and the Transferee Company.



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- d) Compliance by the Transferor Companies and Transferee Company of all the necessary and applicable provisions of its Applicable laws.
- e) Compliance with such other conditions as may be imposed by the NCLT or other regulatory authorities.
- f) Effectiveness of Scheme 1.

23.2 Notwithstanding anything contained in clause 23.1 above, the Board of the Transferor Companies and the Transferee Company, in their discretion, may decide to waive any of the conditions mentioned above, to the extent legally permissible and to give effect to the Scheme.

24. APPLICATION AND PETITION TO THE NCLT

The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make and file application/petition, under Sections 230 to 232 of the Act and other applicable provisions, rules and regulations made thereunder to the NCLT, within whose jurisdiction the registered office of the Transferor Companies and the Transferee Company is situated, for sanctioning the Scheme and for dissolution of the Transferor Companies without winding up.

25. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Companies and the Transferee Company by their respective Board of Directors, as the case may be, or any person(s) or committee authorised/appointed by them, may carry out or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT or any other regulatory authority as may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of



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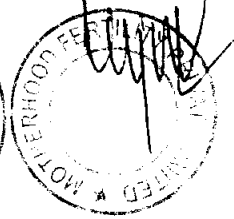
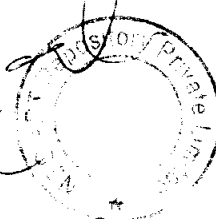
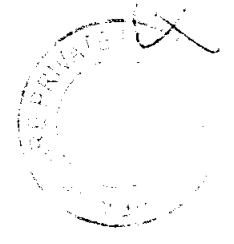
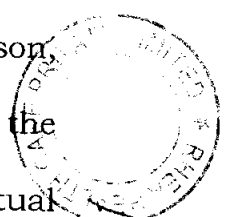
Directors or person or committee, as applicable) and such modifications/amendments to the Scheme shall be subject to the approval by the NCLT. The Transferor Companies and Transferee Company by their respective Board of Directors or any person or committee authorized or appointed by them, shall be authorized to take all such steps as may be necessary, desirable or proper to resolve doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. The Transferor Companies and the Transferee Company shall be at liberty to withdraw from this Scheme, in case any condition or alteration imposed by the NCLT, or any other regulatory authority are not acceptable to them, or in case of any other reason whatsoever.

26. EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferor Companies and the Transferee Company, shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the scheme is not sanctioned by NCLT, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

27. COSTS, CHARGES AND EXPENSES

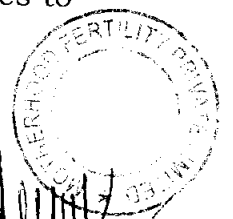
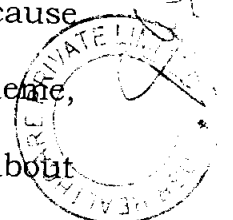
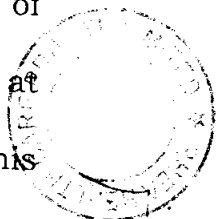
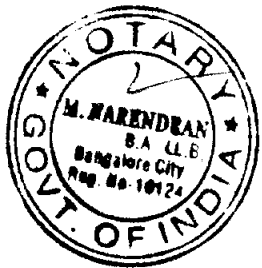
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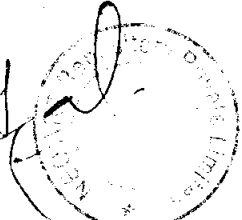
Stamp duty and similar transfer duties payable in respect of this Scheme shall be borne by the Transferee Company. All other costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the respective companies based on mutually agreed terms amongst themselves.

28. MISCELLANEOUS

In case if any doubt or difference or issue arises among the Transferor Companies and the Transferee Company or any of their shareholders, creditors, employees and/or persons entitled to or claiming any shares in the Transferor Companies or the Transferee Company, as to the construction of this Scheme, or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the respective companies and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by NCLT or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

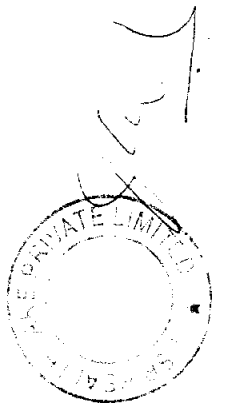
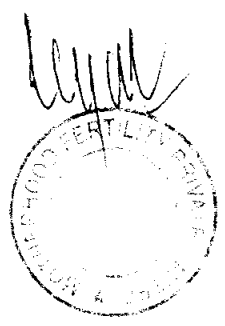
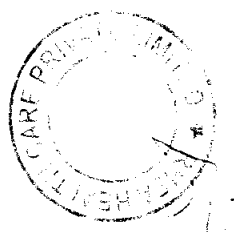
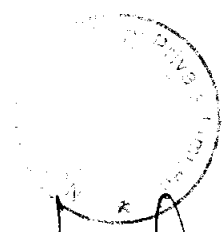


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ATTESTED BY ME
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Bangalore 560 008
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28 MAR 2022