

KOVAI MEDICAL CENTER AND HOSPITAL LIMITED

NABH Accredited Hospital

Excellence in Healthcare

Post Box No. 3209, Avanashi Road, Coimbatore - 641 014. INDIA | Phone : (0422) 4323800
Fax : (0422) 2627782 | Web : www.kmchhospitals.com | CIN No : L85110TZ1985PLC001659



March 27, 2017

To

Corporate Relationship Department
Bombay Stock Exchange Limited
1st Floor, New Trading Ring
Rotunda Building, P.J.Towers
Dalal Street, Fort
Mumbai – 400 001

Dear Sirs,

- Sub: 1. Merger of M/s Idhayam Hospitals Erode Limited (Transferor company)
With Kovai Medical Center and Hospital Limited (Transferee company)
Under Sections 230 to 232 and other applicable provisions of the
Companies Act 2013.
2. Application under Regulation 37 of the SEBI (LODR) Regulations 2015

Ref: Our letter dated February 3, 2017 informing under Regulation 30 of SEBI
(LODR) Regulations 2015, Security Code: 523323, Security ID: KOVAI

We wish to inform you that the Board of Directors of the company at their meeting held on 3.2.2017 have considered and approved the draft scheme of amalgamation in the nature of merger of M/s Idhayam Hospitals Erode Limited (Transferor company) with Kovai Medical Center and Hospital Limited (Transferee company) under Section 230 to 232 and other applicable provisions of the Companies Act 2013. As required under Regulation 37 of the SEBI (LODR) Regulations 2015 read with SEBI Circular, the necessary documents to be submitted are attached herewith for your records. Kindly acknowledge the receipt.

Thanking you

Yours faithfully

For KOVAI MEDICAL CENTER AND HOSPITAL LIMITED

S.P.CHITTIBABU
COMPANY SECRETARY



**SCHEME OF AMALGAMATION OF
IDHAYAM HOSPITALS ERODE LIMITED**

(TRANSFEROR COMPANY)

WITH

KOVAI MEDICAL CENTER AND HOSPITAL LIMITED

(TRANSFeree COMPANY)

under Sections 230 to 232 of the Companies Act, 2013

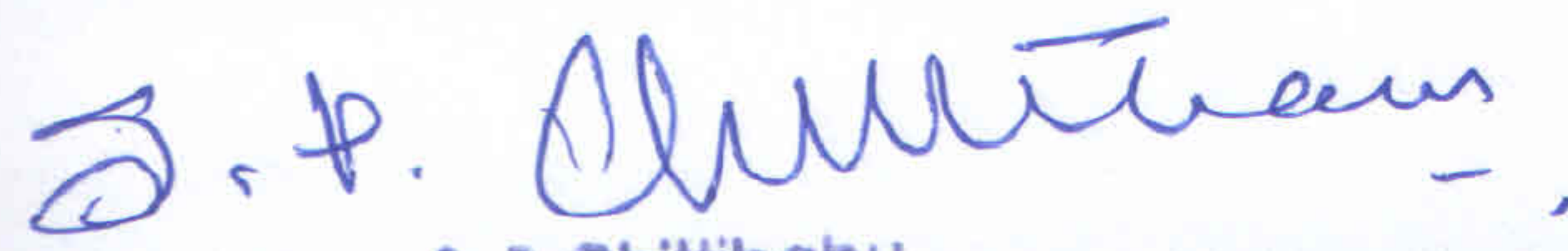
1. This Scheme of Amalgamation provides for the amalgamation of **Idhayam Hospitals Erode Limited with Kovai Medical Center And Hospital Limited**, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 as the case may be. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith: **DEFINITIONS**

In this Scheme, unless inconsistent with the subject or context –

- 1.1 “**Act**” or “**The Act**” means the Companies Act, 2013 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.2 “**Amalgamation**” shall mean the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company in accordance with the Scheme by way of merger by absorption.
- 1.3 “**Amalgamated Company**” or the “**Transferee Company**” means **KOVAI MEDICAL CENTER AND HOSPITAL LIMITED (KMCH)** a Company incorporated on 29/08/1985 (Twenty Ninth Day of August One Thousand Nine Hundred and Eighty Five Only) under the Companies Act, 1956 having its registered office at Post Box No.3209, Avanashi Road, Coimbatore – 641 014 bearing Company Identification No.L85110TZ1985PLC001659. The Transferee Company is a Listed Public Limited Company

TRUE COPY

For Kovai Medical Center and Hospital Ltd.



S. P. Chittibabu
Company Secretary

- 1.4 **“Amalgamating Company** or **“Transferor Company** means **IDHAYAM HOSPITALS ERODE LMITIED** a Company incorporated on 05/02/2001 (Fifth Day of February Two Thousand and One) under the Companies Act, 1956 having its registered office at KMCH Premises, Door No.46, Avanashi Road, Coimbatore – 641 014 bearing Company Identification No. No.U85110TZ2001PLC009631. The Transferor Company is an Unlisted Public Limited Company.
- 1.5 **“Appointed Date”** means 1st April, 2016 (First Day of April Two Thousand and Sixteen).
- 1.6 **“Coming into Force of the Scheme”** shall mean that the Scheme shall be deemed to have come into force in all respects with effect from the Appointed Date and that such deeming construction shall take effect only on the Effective Date.
- 1.7 **“Effective Date”** means the last of the dates on which certified copy of the order(s) of the National Company Law Tribunal sanctioning the Scheme is filed with the Registrar by the Transferor Company and the Transferee Company and any other applicable provision as defined.
- 1.8 **“Registrar”** shall mean the Registrar of Companies, Tamil Nadu, Coimbatore under whose jurisdiction the place of situation of the Registered Offices of the Transferor Companies and Transferee Company falls.
- 1.9 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation, subject to modifications, if any, approved or imposed or directed by the Tribunal.
- 1.10 **“Tribunal”** shall mean the National Company Law Tribunal at Chennai.
- 1.11 **“Undertaking of Transferor Company** shall mean and include –
- 1.11.1 the entire business, all the assets, rights, licenses and properties of the Transferor Company as appearing in its Audited Balance Sheet as at 31.03.2016 and without prejudice to the generality of the aforesaid, the undertaking of the Transferor Company shall include all the movable and immovable assets, both tangible and intangible properties, land, buildings, letters of intent, industrial and other licenses, leases,

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tenancy and other rights, approvals, consents, powers, entitlements, permits, authorizations, quotas, trademarks, copyrights, logos, symbols, trade descriptions, goodwill, patents, intellectual property rights, designs and drawings, trade secrets, industrial property rights, easements, advantages, benefits, rights, of all agreements, schemes, consents and other interests, investments in shares and securities, authorized capital being right to issue shares for which valuable registration fee has been already paid to the Registrar and all inventories, raw materials, stock in trade, work-in-progress, finished goods, equipments, goods in transit, advances of all kinds, deposits, book debts, receivables, outstanding monies, recoverable claims, agreements, arrangements, provisions and reserves, incentives, including without any limitation, privileges, liberties, rights and powers of all kinds, nature and description whatsoever in any manner owned by, in relation to or connected with the Transferor Company.

1.11.2 all the debts, liabilities, duties and obligations of whatsoever kind of the Transferor Company including but not limited to the liabilities as appearing in its Audited Balance Sheet as at 31.03.2016;

2. **BACKGROUND, OBJECTIVES AND BENEFITS**

2.1 The Scheme of Amalgamation of Transferor Company with the Transferee Company envisages transfer and vesting of the Undertakings of the Transferor Company in the Transferee Company.

2.2 Transferor Company is engaged in the business of providing health care services and is running a 100 bedded hospital. The Company was incorporated in the year 2001. The Transferor Company became a wholly owned subsidiary of the Transferee Company in the year 2007 with the Transferee Company acquiring 100% of the shares of the Transferor Company. The total number of shareholders in the Transferor Company is 07 (Seven) comprising of the Transferee Company and six individuals, who hold shares in their capacity as registered owners within the meaning

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of Section 89 of the Act for the purpose meeting the minimum number of members required to constitute a public company as per Section 3 of the Act. The beneficial interest in the shares held by the six individuals are held by the Transferee Company.

- 2.3 Transferee Company is also engaged in the business of providing health care services and running super specialty hospital with 1000 beds in two locations in the city of Coimbatore. The Transferee Company is well reputed in the city of Coimbatore and is successfully carrying out surgeries and treatment procedures including but not limited to cancer treatment, human organ transplantation and robotic surgeries with a very successful track record spanning over more than twenty five years.
- 2.4 The promoters of the Transferee Company are reputed doctors and have been in the health care business for more than 5 decades in India and abroad. With the health services growing in leaps and bounds, the Transferee Company considers that the right time has come to consolidate and expand its reach directly instead being as two different entities.
- 2.5 The Transferor Company has assets including business assets which, upon amalgamation as envisaged under this Scheme, would result in growth of business of the Transferee Company and the tangible assets of Transferor Company upon Amalgamation will enable the Transferee Company to consolidate the business of the Transferor Company seamlessly instead of they existing as two different entities. Further large hospitals always offers economies of scale and creates better scope for optimum and efficient utilization of economic resources and results in enhancement of efficiency and help in reduction of cost of services. This leads to more profits and paves way for profit maximization.
- 2.6 The amalgamation will also achieve efficient and optimum utilization of economic resources, infrastructure, manpower, facilities and associated cost cutting which is the need of the hour in the era of increased competition, consumer brand building costs and above all changes in legislative as well as business environment.

For Kovai Medical Center and Hospital Ltd.



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Company Secretary

2.7 Upon transfer and vesting of the entire Undertaking of the Transferor Company as envisaged under sub-section (4) of Section 232 of the Act, in accordance with the Scheme as sanctioned by the Tribunal, the net worth of the Transferee Company will increase thereby enabling the Transferee Company to leverage its resources and assets in a more efficient and advantageous manner paving way for quicker business growth and benefitting the shareholders of the Transferee Company.

2.8 As a whole, the Amalgamation of the Transferor Company with the Transferee Company will be in the best interests of all the stakeholders, equity shareholders, secured and other creditors, employees and everyone having dealings in the course of business with the Companies.

3. SHARE CAPITAL AND FINANCIAL POSITION OF TRANSFEROR AND TRANSFEREE COMPANIES

3.1 The Authorised Share Capital of the Transferor Company as per the Audited Balance Sheet as at 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) is Rs.4,20,00,000/- is (Rupees Four Crores Twenty Lakhs Only) divided into 4,20,000 (Four Lakh Twenty Thousand) Equity Shares of Rs. 100/- (Rupees One Hundred Only) each. The Issued, Subscribed and Paid-up Capital as per the Audited Balance Sheet as at 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) is Rs.3,72,44,000/- (Rupees Three Crores Seventy Two Lakhs Forty Four Thousand Only) divided into 3,72,440 (Three Lakhs Seventy Two Thousand Four Hundred and Forty) Equity Shares of Rs.100/- (Rupees One Hundred Only) each.

3.2 The Turnover of the Transferor Company for the financial year ended 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) was Rs. 54,36,000/- (Rupees Fifty Four Lakhs Thirty Six Thousand Only). It earned a net profit of Rs.18,39,000/- (Rupees Eighteen Lakhs Thirty Nine Thousand Only) for the year ended 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen).

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3.3 The Authorised Share Capital of the Transferee Company as per the Audited Balance Sheet as at 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) is Rs.15,00,00,000/- (Rupees Fifteen Crores Only) divided into 1,50,00,000 (One Crore Fifty Lakh only) Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid-up Capital as per the Audited Balance Sheet as at 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) is Rs.10,94,22,620/- (Rupees Ten Crores Ninety Four Lakhs Twenty Two Thousand Six Hundred and Twenty Only) divided into 1,09,42,262 (One Crore Nine Lakhs Forty Two Thousand Two Hundred and Sixty Two Only) Equity Shares of Rs.10/- (Rupees Ten Only) each.

3.4 The Turnover of the Transferee Company for the financial year ended 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen) was Rs. 473,04,48,000/- (Rupees Four Hundred and Seventy Three Crores Four Lakhs Forty Eight Thousand Only). It earned a net profit of Rs.40,43,35,000/- (Rupees Forty Crores Forty Three Lakhs Thirty Five Thousand Only) for the year ended 31.03.2016 (Thirty First day of March, Two Thousand and Sixteen).

4 TRANSFER AND VESTING OF THE UNDERTAKINGS OF TRANSFEROR COMPANIES AND OTHER COMPONENTS OF THE SCHEME OF AMALGAMATION

SECTION – I

- 4.1 On the Effective Date, it shall be deemed to have come into force on and from the Appointed Date and the expression "Upon the Coming into Force of the Scheme" shall be accordingly construed.
- 4.2 Upon Coming into force of the Scheme, the Undertakings of the Transferor Company shall, without any further act, deed or order be transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company in accordance with this Scheme in pursuance of Section 232 of the Act. Consequently the Undertaking of the Transferor Company shall become as an integral and indivisible parts of the Transferee Company such that all assets, liabilities, advantages, benefits, incentives, rights and obligations pertaining to the


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Company Secretary

Undertaking of the Transferor Company shall be the properties, assets, rights, contracts and benefits and debts, liabilities, and obligations of the Transferee Company.

- 4.3 All properties, assets, rights, contracts and benefits comprised in the Undertaking of the Transferor Company shall, under the provisions of Section 232 of the Act, by virtue of the order of sanction of the Tribunal, without any further act, instrument or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company with effect from the Appointed Date.
- 4.4 Upon Coming into Force of the Scheme, all the debts, liabilities and obligations comprised in the Undertaking of the Transferor Company shall also be and stand transferred to or be deemed to have been transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 232 and other applicable provisions of the said Act so as to become as and from the Appointed Date, the debts, liabilities, duties, undertakings and obligations of the Transferee Company and further that it shall not be necessary to obtain any further consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- 4.5 Merely by reason of the sanction of this Scheme, no claim or liability which has not been acknowledged or which has been in dispute shall be deemed to have been accepted or agreed upon by the Transferee Company. The Scheme does not purport to alter the nature or status or enforceability or validity of claims of any third party against the Transferor Company.
- 4.6 Upon Coming into Force of the Scheme, claims, contracts, rights, orders, decrees, conditions, obligations in favour of or against the Transferor Company will continue to be pursued or undertaken or challenged as the Transferor Company would have pursued or undertaken or challenged had there not been this Amalgamation, without any filing or recording whatsoever as if the Transferee Company were to be the claimant, applicant or petitioner as the case may be and wherever the Transferor

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Company is a party, without any further act, deed or thing, in pursuance of the Scheme, the Transferee Company, shall, ipso facto, become the party in the same respect in which the Transferor Company was placed immediately before the Coming into Force of the Scheme.

SECTION – II

- 4.7 Upon Coming into Force of the Scheme, to the extent that there are any loans, outstanding dues or balances due from either of the Transferor Company to the Transferee Company or vice versa, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company and there shall be no liability in this behalf by or from one company to another company.
- 4.8 The Transferee Company shall be deemed to have been authorized by the Transferor Company to execute any such writings on behalf of those companies to carry out all such formalities or compliances in order to secure fully and effectively the objectives of the Scheme.

SECTION – III

- 4.9 Upon Coming into Force of the Scheme, the Authorised Share Capital of the Transferor Company shall stand sub-divided with the nominal value of each share in the equity share capital of the Transferor Company which at present is Rs.100/- (Rupees One Hundred) each be sub-divided into 10 (Ten) equity shares of Rs.10/- (Rupees Ten) each resulting in 42,00,000 (Forty Two Lakhs) equity shares of Rs.10/- (Rupees Ten) each amounting to Rs.4,20,00,000 (Rupees Four Crore Twenty Lakhs) and merged with and added to the Authorised Share Capital of the Transferee Company as provided in Clause 10.1 without any further act, deed, thing or payment of fee for registration of such increase in the Authorised Share Capital in the name of the Transferee Company.

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Company Secretary

4.10 There will be no issue of shares arising out the amalgamation since Transferor Company is a wholly-owned subsidiary of the Transferee Company.

SECTION – IV

4.11 Without prejudice to the generality of the above and upon the Coming into Force of the Scheme, all assets, properties, rights, entitlements, benefits, liabilities, contingent liabilities and obligations pertaining to Undertaking of the Transferor Company hereby transferred to and vested in the Transferee Company, shall belong to and be owned, controlled and managed by the Transferee Company, together with charges and encumbrances, if any, thereon.

4.12 Where for any reasons, any part of the Scheme is not sanctioned or gets sanctioned with modifications, if any, the Scheme shall be construed accordingly and only that part of the Scheme that is not sanctioned shall not apply and other parts shall be construed, given effect and implemented accordingly after giving due effect in all respects to the part that has not been sanctioned and to the part that has been modified.

4.13 The above provisions shall have effect notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

5 LEGAL PROCEEDINGS, CONTRACTS, DEEDS, BONDS, SCHEMES AND OTHER INSTRUMENTS

5.1 There are no legal proceedings by or against the Transferor Company. Save as aforesaid, If there shall commence any such proceedings by or against the Transferor Company, upon Coming into Force of the Scheme, such proceedings shall in no way be affected solely by reason of the Coming into Force of the Scheme and consequent transfer and vesting of the Undertakings of the Transferor Company or of anything contained in the Scheme; such proceedings shall continue and be capable of being fully and effectively adjudicated by or against the Transferee Company in the same manner and to the same extent as if such proceedings were by or against the Transferee Company.

For Koval Medical Center and Hospital Ltd.



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Company Secretary

5.2 All legal, taxation or other proceedings, whether civil or criminal (including proceedings before any statutory or quasi-judicial authority or Tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. Provided further for instituting or defending any suit by or against the Transferor Company after the date on which the Board of Directors of Transferee Company approves the Scheme, no action or filing or representation shall be made or done unless such action has the previous consent of the Transferee Company.

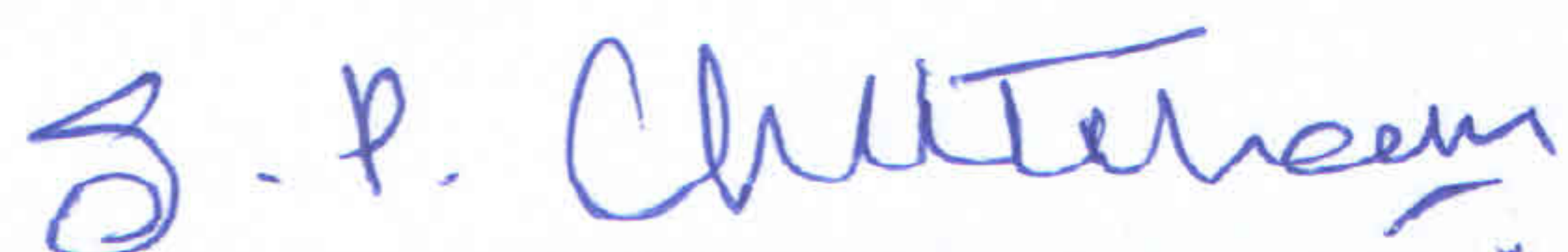
5.3 Subject to other provisions contained in this Scheme, all contracts, arrangements, deeds, bonds, agreements, instruments, writings and benefits of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before the Effective Date, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferor Company and other parties thereto, shall remain in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced by and/or against the Transferee Company as fully and effectively as if the Transferee Company was party thereto instead of Transferor Company.

5.4 Inter se contracts and arrangements, if any, between the Transferor Company and the Transferee Company shall stand closed and effect thereof shall be given in the books of account by making contra entries as may be necessary in accordance with Generally Accepted Accounting Practices.

6 POSITION AS TO CHARGES

6.1 The transfer / vesting of the Undertaking of the Transferor Company as provided above shall be subject to existing charges / encumbrances/ hypothecation / mortgage (if any as may be subsisting) over or in respect of the said assets or any part thereof. Presently there is no charges to the properties of the Transferor Company.

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Company Secretary

6.2 The Scheme does not envisage any modification or dilution to the extent or operation or scope of any charge, if any created upon the properties of the Companies after the Appointed Date.

7 ACCOUNTING POLICY RELATING TO AMALGAMATION

7.1 The accounting of the Amalgamation under this Scheme shall be carried out in accordance with the Generally Accepted Accounting Principles as are prevailing in India. The accounting of the Amalgamation shall be done as per the Pooling of Interest Method prescribed in the Accounting Standard 14.

7.2 Upon Coming into Force of the Scheme, the immovable properties forming part of the Undertaking of the Transferor Company shall be carried to the books of account of the Transferee Company at their book value on a going concern basis.

7.3 A list of immovable properties of the Transferor Company has been given in **Schedule A**.

7.4 Upon Coming into Force of the Scheme, all other assets (excluding Immovable Properties) forming part of the Undertaking of the Transferor Company shall be carried to the books of account of the Transferee Company at the same value at which they are appearing in the books of account of the Transferor Company as at the Appointed Date.

7.5 Upon Coming into Force of the Scheme, all the liabilities forming part of the Undertaking of the Transferor Company shall be carried to the books of account of the Transferee Company at the same values at which they appear in the books of the Transferor Company as at the Appointed Date.

7.6 In case of any differences in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same will be quantified and adjusted in the revenue reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

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Company Secretary

7.7 Notwithstanding anything stated above, in case of a need for clarification or adjustment, the Transferee Company, in consultation with its statutory auditors, resolve accounting issues, if any, in the best interests of the Company.

8 STAFF AND EMPLOYEES OF TRANSFEROR COMPANY.

8.1 All employees of the Transferor Company, prior to the Coming into Force of the Scheme, shall become the employees of the Transferee Company and the Transferee Company shall ensure the continuance of the length of service of any such employee and the terms and conditions of service applicable to such employee after Coming into Force of the Scheme shall not in any way be less favorable to them than those to which he/she was entitled to immediately before the transfer.

9 CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES TILL EFFECTIVE DATE.

9.1 With effect from the Appointed Date and up to the Effective Date:

9.1.1 The Transferor Company shall carry on and shall be deemed to carry on all their activities for and on account of and in trust for the Transferee Company.

9.1.2 All income or profit accruing to the Transferor Company and all expenses or losses incurred by them shall for all purposes be treated as income, profits, expenses and losses as the case may be of the Transferee Company .

9.2 The Transferor Company shall not, without the concurrence of the Board of Directors of the Transferee Company, alienate, charge, encumber or otherwise deal with its Undertaking or any part thereof except in the ordinary course of business.

9.3 The Transferor Company shall not without the prior written consent of the Board of Directors of the Transferee Company:

- undertake any material change in its business and businesses and other assets;
- issue any new shares by way of rights, bonus or otherwise.

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Company Secretary

10 POSITION OF AUTHORISED CAPITAL OF TRANSFEREE COMPANY.

10.1 The Authorized Share Capital of the Transferee Company shall, upon Coming into Force of the Scheme, ipso facto, without any further act, deed or thing and without payment of any further registration fee or stamp duty for registration of such increase in authorised share capital, stand increased by the addition thereto of the Authorised Capital of the Transferor Company after sub-division of its shares as provided in Clause 4.9 of this Scheme, such that the Authorized Capital of the Transferee Company on the Scheme becoming effective shall be Rs.19,20,00,000/- (Nineteen Crores Twenty Lakhs Only) divided into 1,92,00,000 (One Crore Ninety Two Lakhs) equity shares of Rs.10/- (Rupees Ten Only) each.

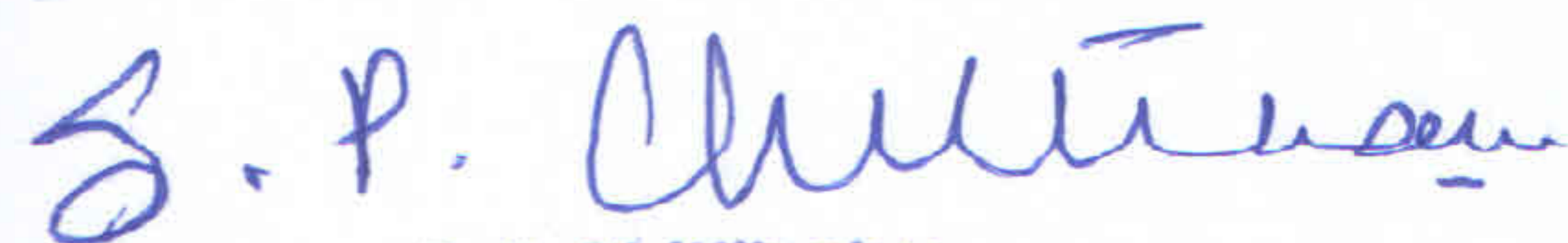
10.2 The filing of the orders of the Tribunal together with the sanctioned Scheme with the office of the Registrar shall be deemed to constitute sufficient compliance of the provisions of the Act in respect of such sub-division of the shares of the Transferor Company and the automatic increase in the Authorized Share Capital of the Transferee Company.

10.3 The Transferee Company shall be entitled to mention at all appropriate places including all its financial statements and books, statements and all other records and wherever else required, the said increased Authorized Share Capital.

10.4 Upon Coming into Force of the Scheme, without any further act or deed on the part of the Transferee Company, the Authorized Share Capital mentioned in the capital clause of the Memorandum of Association of the Transferee Company shall reflect the aforesaid increased Authorized Share Capital of the Transferee Company and the said capital clause shall read as follows:

“The Authorised Share Capital of the Company shall be Rs.19,20,00,000/- (Nineteen Crores Twenty Lakhs Only) divided into 1,92,00,000 (One Crore Ninety Two Lakhs) equity shares of Rs.10/- (Rupees Ten Only) each with the power to increase or reduce or alter the capital in accordance with the provisions of Companies Act, 2013.”

For Kaval Medical Center and Hospital Ltd.



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Company Secretary

11 DECLARATIONS

- 11.1 The companies are solvent with sufficient assets capable of meeting all their liabilities including contingent liabilities Subject to Clause 6.1 above.
- 11.2 The Scheme does not include any company or undertaking that is not solvent.
- 11.3 No statement made in this Scheme shall merely as a result of the Scheme be construed to acknowledge any debt or liability of the companies that has not already been acknowledged as debt or liability by the respective companies.
- 11.4 The Scheme does not involve any compromise or arrangement with creditors of the companies.
- 11.5 None of the companies is under any investigation under any law for the time being in force.
- 11.6 The Scheme is subject to provisions of applicable laws and is further subject to consents, approvals and sanctions as stated hereunder.
- 11.7 The Scheme does not result in any change in control.

12 APPLICATIONS TO TRIBUNAL

- 12.1 On this Scheme being approved by the respective Boards of the companies, the companies will, with reasonable dispatch, apply to the National Company Law Tribunal for sanctioning the Scheme, with modifications, if any, and for dissolution of the Transferor Company without winding up.
- 12.2 If and when there is any change in applicable law requiring schemes of this nature to be sanctioned by the National Company Law Tribunal or any other court or authority or legal or quasi-judicial forum, to the extent context requires, the reference to Tribunal shall be construed to be referring to such forum or other authority as per applicable.

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13 MODIFICATIONS / AMENDMENTS TO THE SCHEME

13.1 The Board of Directors of respective companies may agree to any modification or amendment to the Scheme or agree to any terms and/or conditions which the Tribunal and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty or towards complying with any regulations or conditions issued or imposed by any Government authority that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.

13.2 The Board of Directors of respective companies are hereby authorized to do all acts, deeds and things to give such directions and/or to take such steps as may be necessary or desirable for the purpose of giving effect to this Scheme or to any modification thereof, including any directions for settling any question or doubt or difficulty whatsoever that may arise in relation to the Scheme.

13.3 No specific further approval of the shareholders of the respective companies shall be needed, unless otherwise directed by the National Company Law Tribunal giving effect to any technical or other such modifications that does not have any bearing to the scope, purpose and intent of the Scheme contained herein.

14 DISSOLUTION OF TRANSFEROR COMPANIES WITHOUT WINDING-UP

14.1 Upon sanctioning of the Scheme by the Tribunal in pursuance of Section 230 and 232 of the Act or under applicable provisions of the Companies Act, 2013, the Transferor Company shall stand dissolved without winding up with effect from the Appointed Date, or such other date as may be fixed by the Tribunal, without any further act, deed or thing in terms of the order of the Tribunal, as the case may be.

For Koval Medical Center and Hospital Ltd.



S. P. Chittibabu
Company Secretary

15 SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

- 15.1.1 The Scheme is and shall be conditional upon and subject to:
- 15.1.1.1 Sanction by the Shareholders of the Transferee Company by way of approval by the convening of general meetings or through postal ballot.
 - 15.1.1.2 Sanction and approval of the secured creditors of the Transferor and Transferee Company either by duly obtaining their consent affidavits, sanctioning the Scheme or by way of approval by the convening of their respective class meetings.
 - 15.1.1.3 Sanction of the Scheme by the Tribunal under Sections 230 to 232 of the Act or under any prevailing Act at time of sanction.
 - 15.1.1.4 Filing of a certified or authenticated copy of the Order of the Tribunal sanctioning the Scheme with the Registrar of Companies, Tamilnadu, Chennai by both the companies forming part of this Scheme.

16 EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

- 16.1 In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the Tribunal and / or the Order(s) not being passed as aforesaid, the Scheme shall become null and void..

17 EXPENSES CONNECTED WITH THE SCHEME

- 17.1 All costs, charges, duties, taxes, legal and other fees and all expenses incidental and ancillary thereto of the Transferor Company and the Transferee Company incurred or liable to be incurred in relation to or in connection with or for giving effect to the Scheme and for ensuring complete implementation of the Scheme shall be borne and paid solely by the Transferee Company. For removal of doubts, it is hereby expressly declared that stamp duty and registration charges if applicable for anything in relation to the Scheme or issue or transfer of shares thereof shall be borne solely by the Transferee Company only.

For Kovai Medical Center and Hospital Ltd.



S. P. Chittibabu
Company Secretary

Schedule - A

Description of the tangible immovable properties of the Transferor Company

Sl.no.	Location	Length	Breadth	Nos.	Area in Sft.
1	South West Corner Room	12.5	21.75		271.88
2	Medical Shop	9.75	23		224.25
3	E.B.Room (7'0'ht)	3	9.75		29.25
4	Generator Room	41.75	13.5		563.63
5	EB Pannel Room & Gas Room (Ground Floor + First Floor)	50	9.75	2	975
6	Semibasement Built up Area	93.5	85		7947.5
	Deduction	93.5	27		-2524.5
					5423
7	Ground Floor Build up Area	93.5	93.75		8765.63
8	First Floor	93.5	90.75		8485.13
	Second Floor	93.5	90.75		8485.13
	Third Floor	93.5	90.75		8485.13
	Fourth Floor	93.5	90.75		8485.13
					25455.39
	Deduction (II,III -IV)	13.25	17.5	3	-695.63
					24759.76
9	Fifth Floor	34	93		3162
10	O.H.T. Room (Tank Room 10'+Tank/Parapet 10')	12.25	18.5		226.63
11	Portic (Southern Side)	46.5	12.5		581.25
	Portic (Eastern Side)	6	17.75		106.5
					687.75
12	Staircase headroom/Lift head Room/Water treatment Room	80.5	17.5		1408.75
					54982.66
TOTAL SUPER BUILT UP AREA OF RCC STRUCTURE					54982.66 SFT

TRUE COPY

For Koval Medical Center and Hospital Ltd.

S. P. Chittibabu

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Company Secretary