SCHEME OF AMALGAMATION

OF

WESTERN HOSPITALS CORPORATION PRIVATE LIMITED

CIN: U85110TN2006PTC061323

(TRANSFEROR COMPANY-01)

APOLLO HOME HEALTHCARE (INDIA) LIMITED

CIN: U85110TN1995PLC031663

(TRANSFEROR COMPANY-02)

WITH

APOLLO HOSPITALS ENTERPRISE LIMITED

CIN: L85110TN1979PLC008035

(TRANSFEREE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under the provisions of section 233 and the applicable provisions of the Companies Act, 2013)

PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1) **Part I** deals with Preamble & Rationale

2) **Part II** deals with Definitions & Share Capital

3) **Part III** deals with Transfer and Vesting

4) **Part IV** deals with the General Terms and Conditions.

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

Director

For APOLLO HOSPITALS ENTERPRISE LTD.,

Authorised Signatory

PART I - PREAMBLE AND RATIONALE

1. PREAMBLE

1.1 This Scheme of Amalgamation ("Scheme") is presented and formulated under section 233 of the Companies Act, 2013 and the rules framed thereunder (including any statutory modification or re-enactment thereof, for the time being in force) for the amalgamation between **Western Hospitals Corporation Private Limited and Apollo Home Health Care (India) Limited,** into **Apollo Hospitals Enterprise Limited.**

1.2 Western Hospitals Corporation Private Limited(hereinafter referred to as "**WHCPL** or **"Transferor Company-01"**) was incorporated as a private limited company on 16th October, 2006 under the Companies Act, 1956. The Corporate Identity Number of the Transferor Company is **U85110TN2006PTC061323**. The Registered office of the Transferor Company is 3rd Floor, Ali Towers, No.55, Greams Road Thousand Lights Chennai 600006. The main objects of the Transferor Company is to engage in the business to undertake, assist, promote, engage, design, construct, set up and run multi-specialty and super specialty hospitals, nursing homes, dispensaries, pharmacies, diagnostic centers, trauma centers and ambulance services (hereinafter referred to as the **Transferor Company-01").**

1.3 Apollo Home Health Care (India) Limited(hereinafter referred to as "**AHHCL"** or **"Transferor Company-02"**) was incorporated as a limited company under the Companies Act, 1956 on 02nd June, 1995 under the name and style of "Unique Home Health Care (India) Limited. Thereafter the name of the Transferor Company-02 was changed to Apollo Home Health Care (India) Limited and in this regard, a fresh certificate of incorporation was issued by the Registrar of Companies, Chennai on 11th November 2014. The Corporate Identity Number of the Transferor Company-02 is **U85110TN1995PLC031663**. The Registered office of the Transferor Company-02 is 3rd Floor, Ali Towers, No.55, Greams Road Thousand Lights Chennai 600006. The main objects of the Transferor Company-02 is to engage in the business ofproviding medical service and Healthcare to patients at home either diagnostic or therapeutic and render services relating to general and expert nursing care and providing special medical services in the area of oncology, orthopedic, urology, obstetrics, gynecology, and family planning, pediatric care(hereinafter referred to as the **"Transferor Company-02").**

For APOLLO HOME HEALTHCARE (INDIA) LIMITED

Director

Authorised Signatory / Director

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1.4 Apollo Hospitals Enterprise Limited (hereinafter referred to as "**AHEL**" or **"Transferee Company"**) was incorporated as a limited company on the 05th December, 1979 under the Companies Act, 1956. The Corporate Identity Number of the Transferee Company is **L85110TN1979PLC008035**. The Registered office of the Transferee Company 19 Bishop Gardens Raja AnnamalaiPuram Chennai TN 600028 IN. The Transferee Company is engaged in the business of owning, establishing, constructing, erecting, maintaining, running, managing, developing, acquiring, purchasing, undertaking, improving, equipping, promoting, initiating, encouraging, as well as to organize, and run under franchise super specialty hospitals, clinics, poly clinics, dispensaries, clinics, operation theatres, nursing homes, and other similar establishments for providing treatment and medical relief in all its branches by all available means to the public at large. (hereinafter referred to as the **"Transferee Company").**

2. **RATIONALE**

2.1 The board of directors of theTransferor Companies (1 and 2) and the Transferee Company meet the threshold requirements and classifications of the provisions of section 233 of the Companies Act 2013 and have accordingly intended to adopt the process under the said section and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, ("**Rules**").

2.2 The Transferee Company holds the entire share capital of the Transferor Companies(1 and 2). Thus, the Transferor Companies are wholly-owned subsidiaries of the Transferee Company.

2.3 The respective Board of Directors of the Transferor Companies (1 and 2) and the Transferee Company have decided to amalgamate the Transferor Companies (1 and 2) with the Transferee Company in order to achieve a simplified corporate structure. The Board of Directors of the Transferor Companies (1 and 2) and the Transferee Company are of the opinion that the proposed amalgamation of the Transferor Companies (1 and 2) with the Transferee Company will be for the benefit of the Transferor Companies (1 and 2) and the Transferee Company in the following manner:

(a) Facilitate consolidation of the undertakings in order to enable effective management and unified control of operations.

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

Director

Authorised Signatory

(b) Create economies in administrative and managerial costs by consolidating operations.

(c) Reduce Duplication of administrative responsibilities and multiplicity of records and legal and regulatory compliances.

(d) There is no likelihood that interests of any shareholder or creditor of any of the Transferor Companies (1 and 2) or the Transferee Company would be prejudiced as a result of the Scheme since transferor companies (1 and 2) are wholly owned subsidiaries of the transferee company.

PART II – DEFINITIONS AND SHARE CAPITAL

3. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following shall have the meanings as provided herein:

3.1 "Accounting Standard" means the Accounting Standards as notified under section 133 **of the Companies Act, 2013 read together with Rule 3 of the Companies (IndianAccountingStandards**) Rules, 2015 and the Companies (Indian Accounting Standards) Amendments Rules, 2016 issued by the Ministry of Corporate Affairs and other accounting principles generally accepted in India.

3.2 "Act" means the Companies Act, 2013 and the Rules made thereunder and as may be applicable.

3.3 "Appointed Date" means the date from which this Scheme shall become operative viz., 1st April, 2020.

3.4 **"Applicable laws"**mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any governmental authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter.

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Authorised Signatory / Director

Authorised Signatory

3.5 **"Appropriate Authority"**means any government, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including Registrar of Companies, and the National Company Law Tribunal.

3.6 **"Approval"** means any permission, approval, consent, license, order, decree,authorization, authentication of, or registration, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statue or regulation.

3.7 **"Board** of **Directors"** or "**Board**" means the Board of Directors or any committee thereof of the Transferor Companies(1 and 2) or the Transferee Company, as the context requires.

3.8 "**Companies"** means Transferor Companies (1and 2) and the Transferee Company.

3.9 **"Consent"** means any license, permission, approval, clearance, permit, notice, consent, authorization, waiver, grant, concession, agreement, certificate, exemption, order, or registration from any Government Authority or any other person.

3.10 **"Effective Date"** means the date or last of the dates on which the certified copy of the order of the Tribunal sanctioning this Scheme is filed with the concerned Registrar of Companies by the Transferor Companies and the Transferee Company. Any references in this scheme to the "date of coming into effect of this scheme" or "effectiveness of the Scheme" or "Scheme taking effect" shall mean the effective date;

3.11 **'"Encumbrance"** means (a) any mortgage, pledge,lien, charge (whether fixed or floating), hypothecation, assignment, deed of trust, title retention, right to set-off or counter claim, security interest, security letter conferring any priority of payment in respect of any obligation of any person, (b) purchase or option agreement or arrangement, right of first refusal, right of first offer,restriction on voting, (c) subordination agreement or arrangement (d) agreements to create or effect any of the foregoing (e) interest, option, or transfer restriction in favour of any person (f) any adverse claim as to title, possession or use and (g) any encroachment on immovable properties.

3.12 **"Government Authority"** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, local authority or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/government-controlled association, organization in the Republic of India.

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

Director

Authorised Signato

3.13 **"IT Act"** means the Income Tax Act,1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.

3.14 **"Listing Regulations"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;

3.15 **"NCLT"** means the National Company Law Tribunal, a quasi judicial body in India that adjudicates, issues relating to Companies In India established under the Companies Act, 2013.

3.16 "Official **Liquidator"** means the office of the Official Liquidator of the place where the Registered Offices of the Transferor Companies (1 and 2) and the Transferee Company are located.

3.17 **"ROC"** means the respective Registrar of Companies having jurisdiction over the Transferor Companies (1 and 2) and the Transferee Company, as the case may be.

3.18 **"Scheme of Amalgamation"** or **"Scheme"** or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation in its present form or with any modification(s) approved, imposed, or directed by the Tribunal.

3.19 "**Stock exchange"**means a recognised stock exchange under the Securities Contracts, (Regulation) Act, 1956.

3.20 **"SEBI"**means the Securitites and Exchange Board of India.

3.21 **"SEBI Circular"**means the SEBI circular on 'Schemes of Arrangement' by Listed companies dated 10 March 2017and relaxation under sub-rule (7) of rule 19 of the Securities Contracts Regulation Rules, 1957, including any amendments and modifications thereto;

3.22 **"Transferor Company-01"** or **"WHCPL"** means Western Hospitals Corporation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at, 3rd Floor, Ali Towers, No.55, Greams Road Thousand Lights Chennai 600006

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

Director

Authorised Signatory

3.23 **Transferor** Company-**02"** or **"AHHCL"** means Apollo Home HealthCare (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at, 3rd Floor, Ali Towers, No.55, Greams Road Thousand Lights Chennai 600006

3.24 **"Transferee Company"** or **"AHEL"** means Apollo Hospital Enterprise Limited, a company incorporated under the Companies Act, 1956 and having its registered office at, 19 Bishop Gardens RajaAnnamalaiPuram Chennai - 600028

3.25 **"Undertaking"** shall mean and include the whole of the undertakings of the Transferor Companies, as going concerns, including their businesses, all secured and unsecured debts, liabilities, duties and obligations and all the assets, investments in Shares, Debts and Mutual Funds, properties, 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 goods-in-transit, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trade names, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, 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, minimum alternate tax, fringe benefit tax, taxes withheld at source by or on behalf of the Transferor Companies, wealth tax, sales tax, value added tax, turnover tax, service tax, research and development cessetc), Software Licences, Domains / Websites etc., in connection / relating to the Transferor Companiesand other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favor of or enjoyed by the Transferor Companies, as on the Appointed Date.

3.26 Words denoting the singular shall include the plural and vice versa;

3.27 References to any statutory provision shall include any statutory modification to or re-enactment of such provision; and

For APOLLO HOME HEALTHCARE (INDIA) LIMITED

Director

Authorised Signatory / Director

Authorised Signatory

3.28 Clause headings are included for reference only and shall not affect the interpretation of this instrument.

3.29 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act and other applicable laws, rules, regulations and byelaws as the case may be, including any statutory modification or re-enactment thereof from time to time.

4. **SHARE CAPITAL**

4.1 The Authorized, Issued, Subscribed and Paid-up capital of the Transferor Company-01 as on March 31, 2020 is as follows:

Particulars	Amount in Rs.
Authorized Share Capital	
5,00,00,000 equity shares of Rs. 10/- each	50,00,00,000
Total	**50,00,00,000**
Issued, subscribed and paid-up Share Capital	
1,80,00,000 equity shares of Rs. 10/- each	18,00,00,000
Total	**18,00,00,000**

Subsequent to 31st March, 2020the Transferor Company-1 undertook subdivision of one equity share of face value of Rs.10/- each into two equity shares of Rs.5/- each on 27th January 2021. Accordingly, the Authorised, Issued, Subscribed and paid up capital is as follows :-

Particulars	Amount in Rs.
Authorized Share Capital	
10,00,00,000 equity shares of Rs. 5/- each	50,00,00,000
Total	**50,00,00,000**
Issued, subscribed and paid-up Share Capital	
3,60,00,000 equity shares of Rs. 5/- each	18,00,00,000
Total	**18,00,00,000**

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Authorised Signatory / Director

For APOLLO HOSPITALS ENTERPRISE LTD.,

Authorised Signatory

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All the shares issued by the Transferor Company-01 as above are held by the Transferee Company and its nominees as on the date of filing this Scheme with the Central Government. Consequently, the Transferor Company-01 is a wholly-owned subsidiary of the Transferee Company as on the date of filing this Scheme with the Central Government and hence qualifies to be filed before the Central Government under Section 233 of the Companies Act,2013.

4.2 The Authorized, Issued, Subscribed and Paid-up capital of the Transferor Company-02 as on March 31, 2020 is as follows:

Particulars	Amount in Rs.
Authorized Share Capital	
3,00,00,000 equity shares of Rs. 10/- each	30,00,00,000
Total	**30,00,00,000**
Issued, subscribed and paid-up Share Capital	
298,23,012 equity shares of Rs. 10/- each	29,82,30,120
Total	**29,82,30,120**

Subsequent to 31st March 2020, the Transferor Company-2 undertook subdivision of one equity share of face value of Rs.10/- each into two equity shares of Rs.5/- each on 27th January 2021. Accordingly, the Authorised, Issued, Subscribed and paid up capital is as follows :-

Particulars	Amount in Rs.
Authorized Share Capital	
6,00,00,000 equity shares of Rs. 5/- each	30,00,00,000
Total	**30,00,00,000**
Issued, subscribed and paid-up Share Capital	
59,646,024 equity shares of Rs. 5/- each	29,82,30,120
Total	**29,82,30,120**

All the shares issued by the Transferor Company-02 as above are held by Transferee Company and its nominees as on the date of filing this Scheme with the Central Government. Consequently, the Transferor Company-02 is a wholly-owned subsidiary of the Transferee Company as on the date of filing this Scheme with the Central

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Government and hence qualifies to be filed before the Central Government under Section 233 of the Companies Act,2013.

4.3 The Authorized, Issued, Subscribed and Paid-up capital of the Transferee Company as on March 31, 2020 is as follows:

Particulars	Amount in Rs.
Authorized Share Capital	
200,000,000 Equity shares of Rs. 5/- each	1,00,00,00,000
1,000,000 Preference shares of Rs.100/- each	10,00,00,000
Total	**1,10,00,00,000**
Issued	
13,96,58,177 Equity shares of Rs. 5/- each	69,82,90,885
subscribed and paid-up Share Capital	
13,91,25,159 Equity shares of Rs.5/- each	69,56,25,795
Total	**69,56,25,795**

There is no change in the Authorized Share Capital of the company after March 2020. However, after 31st March, 2020, there has been an allotment of 46,59,498 equity shares of face value Rs. 5/- each to qualified institutional buyers on 23rd January, 2021 and the paid-up share capital as on the date of approval of scheme amounts to Rs.71,89,23,285/-

PART III – TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANIES INTO THE TRANSFEREE COMPANY

5. TRANSFER OF UNDERTAKING

5.1 The Undertaking of the Transferor Companies (1 and 2) shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

(a) With effect from the Appointed Date, the whole of the Undertaking of the Transferor Companies (1 and 2) comprising their entire businesses, all assets and liabilities of whatsoever nature and wheresoever situated, including the immovable properties, if any, shall, under the provisions of section 233 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in sub-clauses (b), (c) and (d)

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Authorised Signatory

Director

below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as going concerns so as to become, as from the Appointed Date, the Undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Companies (1 and 2) therein.

Provided that for the purpose of giving effect to the confirmation order passed under section 233 of the Act in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title (subject to the payment of the appropriate stamp duty as per the applicable stamp act of that jurisdiction where the property is situated) and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Companies (1 and 2), at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

(b) All movable assets including cash in hand, if any, of the Transferor Companies (1 and 2), capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company. Such delivery shall be made on a date mutually agreed upon between the respective Board of Directors of the Transferor Companies (1 and 2) and the Transferee Company.

(c) In respect of movables other than those specified in sub-clause (b) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, the following modus operandi for intimating third parties shall, to the extent possible, be followed:

(i) The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositee as the case may be, that pursuant to confirmation of the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies (1 and 2) to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;

(ii) The Transferor Companies (1 and 2) shall also give notice in such form as it may deem fit and proper to each person, debtor, loanee or depositee that pursuant to

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confirmation of the Scheme the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Companies (1 and 2) to recover or realize the same stands extinguished.

(d) In relation to the assets, if any, belonging to the Transferor Companies (1 and 2), which require separate documents of transfer, the Transferor Companies (1 and 2) and the Transferee Company will execute necessary documents, as and when required.

(e) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of the Transferor Companies (1 and 2) shall also, under the provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Companies (1 and 2) or in favour of any other party to the contract or arrangement to which the Transferor Companies (1 and 2) is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies (1 and 2) as well as to implement and carry out all such formalities and compliances referred to above.

(f) The transfer and vesting of the respective Undertaking of the Transferor Companies (1 and 2) as aforesaid shall be subject to the existing securities, charges and mortgages, if any subsisting, over or in respect of the property and assets or any part thereof of the Transferor Companies (1 and 2).

Provided however that any reference in any security documents or arrangements (to which the Transferor Companies (1 and 2) is a party) pertaining to the assets of the Transferor

For WESTERN HOSPITALS CORPORATION PRIVATE LTD.
Director

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Authorised Signatory / Director

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Authorised Signatory

Companies (1 and 2) offered, or agreed to be offered, as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Undertaking of the Transferor Companies (1 and 2) as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that, such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Companies (1 and 2) or any of the assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Companies shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Companies (1 and 2) vested in the Transferee Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Companies (1 and 2) which shall vest in the Transferee Company by virtue of the amalgamation of the Transferor Companies (1 and 2) with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore, after the amalgamation has become operative.

(g) In so far as the various incentives, subsidies, special status and other benefits or privileges granted by any Government body, local authority or by any other person and availed of by the Transferor Companies (1 and 2) are concerned, the same shall vest with, and be available to, the Transferee Company on the same terms and conditions.

(h) Loans or other obligations, if any, due between or amongst the Transferor Companies and the Transferee Company shall stand discharged and there shall be no liability in that behalf.

(i) In so far as any shares, securities, debentures or notes issued by the Transferor Companies (1 and 2) and held by the Transferee Companies and vice versa are concerned, the same shall, unless sold or transferred by the Transferee Company or by the Transferor Companies (1 and 2), as the case may be, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall have no effect and the Transferor Companies (1 and 2) or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

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Director

(j) The Transferor Companies (1 and 2) shall have taken all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest of their immovable properties is given to the Transferee Company.

(k) Where any of the liabilities and obligations/assets attributed to the Transferor Companies (1 and 2) on the Appointed Date have been discharged/ sold by the Transferor Companies (1 and 2) after the Appointed Date and prior to the Effective Date, such discharge/sale shall be deemed to have been for and on behalf of the Transferee Company.

(l) With effect from the Appointed Date, all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Companies (1 and 2) and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Companies (1 and 2), the Transferee Company had been a beneficiary thereto.

(m) With effect from the Appointed Date, any statutory licenses, permissions, approvals and/or consents held by the Transferor Companies (1 and 2) required to carry on operations shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Companies (1 and 2) shall vest in, and become available to, the Transferee Company pursuant to the Scheme coming into effect.

(n) The entitlement to various benefits under incentive schemes and policies in relation to the Undertaking of the Transferor Companies (1 and 2) shall stand transferred to, and be vested in, and/or be deemed to have been transferred to, and vested in, the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not be limited to) income-tax, unexpired credit for minimum alternate tax, taxes deducted at source, advance taxes paid, fringe benefit tax, Goods and service tax, customs and other and incentives in relation to the Undertaking of the Transferor Companies to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive scheme and/or policies, subject to continued compliance by the

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Authorised Signatory / Director

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Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Companies.

(o) Since each of the permissions, approvals, consents, sanctions, remissions (including remittance under income-tax, minimum alternate tax, fringe benefit tax, Goods and Service Tax, customs), special reservations, sales tax remissions, holidays, incentives, concessions and other authorizations relating to the Undertaking of the Transferor Companies (1 and 2) shall stand transferred under this Scheme to the Transferee Company, the Transferee Company shall file the relevant intimations, if any, for the record of the statutory authorities who shall take them on file, pursuant to the Scheme coming into effect.

(p) From the Effective Date and till such time that the names of the bank accounts of the Transferor Companies is replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in its name, in so far as may be necessary

6. **LEGAL PROCEEDINGS**

6.1 All suits, actions and proceedings of whatsoever nature by or against the Transferor Companies (1 and 2) on the Appointed Date shall be transferred to the name of the Transferee Company and the same shall be continued and enforced by or against the Transferee Company, to the exclusion of the Transferor Companies (1 and 2). All moneys or deposits or other securities if any, offered by the Transferor Companies (1 and 2) in any legal proceedings or cases under any tax legislation shall be treated as if deposited by the Transferee Company without requirement of any other procedure.

6.2 If proceedings are taken against the Transferor Companies (1 and 2), in respect of matters referred to above, it shall defend the same in accordance with the advice of, and at the cost of, the Transferee Company, as the case may be from the Appointed Date till the Effective Date, and the latter shall reimburse and indemnify the Transferor Companies (1 and 2), against all liabilities and obligations incurred by the Transferor Companies in respect thereof.

7. **CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

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Authorised Signatory

Director

7.1 Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature to which the Transferor Companies (1 and 2) areparties, subsisting or having effect immediately before this arrangement under this Scheme, shall be, in full force and effect, against or in favour of the Transferee Company, and may be enforced as fully and as effectively as if instead of the Transferor Companies (1 and 2), the Transferee Company had been a party thereto. The Transferee Company shall enter into and / or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangement, confirmations or novations to which the Transferor Companies would, if necessary, also be parties in order to give formal effect to the provisions of this clause, if so required or become necessary.

7.2 As a consequence of the amalgamation of the Transferor Companies (1 and 2) with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Companies (1 and 2) to the Transferee Company, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.

7.3 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies (1 and 2) are parties or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies (1 and 2), implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies (1 and 2), as the case may be, to be carried out or performed.

7.4 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Companies (1 and 2) without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Companies (1 and 2) areparties thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Companies (1

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and 2) shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

8. **TRANSFEROR COMPANIES STAFF, WORKMEN AND EMPLOYEES**

8.1 All executives, staff, workmen and other employees in the service of the Transferor Companies (1 and 2), immediately before the Appointed Date, under this Scheme shall become the executives, staff, workmen, and other employees of the Transferee Company, on the basis that:

a) Their services shall have been continuous and shall not have been interrupted by reason of such transfer as if such transfer is effected under Section 25FF of the Industrial Disputes Act, 1947 or section 73 of the Industrial Relations Code, 2020 whichever is in force when the scheme comes into effect;

b) The terms and conditions of employment applicable to the said executives, staff, workmen, and other employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer;

c) In the event of retrenchment of such executives, staff, workmen, or other employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the staff, workmen, or other employees shall have been continuous and shall not have been interrupted by reason of such transfer; and

d) The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Companies (1 and 2) with any union/employee of the Transferor Companies (1 and 2)recognized by the Transferor Companies (1 and 2). It is hereby clarified that the accumulated balances, if any, standing to the credit of employees in the existing provident fund, gratuity fund and superannuation fund of which the employees of Transferor Companies (1 and 2)are the members shall be transferred to such provident fund, gratuity fund and superannuation fund of the Transferee Company or to be established and caused to be recognized by the Appropriate Authorities, by the Transferee Company.

e) Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees of the Transferor Companies (1 and 2)would be continued to

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be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Companies (1 and 2).

f) Upon Transfer of the aforesaid funds to the respective funds of the Transferee Company, the existing trusts created for such funds by the Transferor Companies (1 and 2)shall stand dissolved and no further act or deed shall be required to this effect. It is further clarified that the service of the employees of the Transferor Companies (1 and 2)will be treated as having been continuous, uninterrupted and taken into account for the purpose of said fund or funds.

g) Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Companies (1 and 2).

h) The Transferee Company shall assume all rights, obligations and liabilities of the Transferor Companies (1 and 2), in relation and in connection with any immigration matters, including any programs, filings and sponsorships, etc.

9. **SAVING OF CONCLUDED TRANSACTIONS**

The transfer of Undertakings under Clause 5 above, the continuance of legal proceedings by or against the Transferee Company under Clause 6 above and the effectiveness of contracts and deeds under Clause 7 above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Companies (1and 2) on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the respective Transferor Companies (1 and 2) in respect thereto as done and executed on behalf of itself.

10. **CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY TILL EFFECTIVE DATE**

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

10.1 The Transferor Companies (1 and 2) shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.

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10.2 All profits or income or taxes, including but not limited to income tax, minimum alternate tax (including unexpired credit for minimum alternate tax), fringe benefit tax, advance taxes, tax deducted at source by or on behalf of the Transferor Companies (1 and 2) Goods and Service Tax (GST), customs duty, research and development cess, refund, reliefs, etc, accruing or arising to the Transferor Companies (1 and 2), or losses arising or expenditure incurred by them, on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or the said taxes of the Transferee Company.

10.3 The Transferor Companies (1 and 2) shall carry on their business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose off any of the business undertaking or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Companies (1 and 2) prior to the Appointed Date).

10.4 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require in relation to the Undertaking of the Transferor Companies including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business by the Transferee Company.

10.5 The Transferor Companies (1 and 2) shall declare dividend, between the Appointed Date and the Effective Date, only after obtaining the prior written consent of the Transferee Company.

10.6 Post the Appointed Date,any further modifications by the Transferor Companies (1 and 2) to their respective capital structures, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organisation, declaration of dividend or in any other manner, whatsoever, shall not be made except through mutual consent of the Boards of Directors of the Transferor Companies (1 and 2) and of the Transferee Company.

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Director

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

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Authorised Signatory

10.7 The Transferor Companies (1 and 2) shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

11. ALTERATIONS TO AUTHORISED SHARE CAPITAL

11.1 Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Companies 1 and 2) shall stand combined with the authorised share capital of the Transferee Company subject to the provision of the Companies Act, 2013 and that the filing fees., if any, paid by the Transferor Companies (1 and 2) on its authorised share capital prior to the merger or amalgamation with the transferee company, shall be set off against the fees payable by the Transferee Company on its authorized capital enhanced by implementation of the Scheme of amalgamation.

11.2 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to the applicable provisions of the Act by deleting the existing Clause and replacing it by the following wordings:

"The Authorised Share Capital of the Company shall be Rs.190,00,00,000/- (Rupees One Hundred and Ninety Crores only) divided into 36,00,00,000 (Thirty Six Crores) equity shares of Rs. 5 (Rupees Five) each, aggregating to Rs. 180,00,00,000 (One Hundred Eighty Crores only) and 10,00,000 (Ten Lakh) preference shares of Rs. 100 (Rupees One hundred) each, aggregating to Rs. 10,00,00,000 (Ten crores only), with the rights, privileges and conditions in attaching thereto as are provided by the Articles of Association of the Company for the time being, into several classes, and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company to vary, modify or abrogate, any such rights, privileges or conditions in such manner as may for the time being provided for by the Companies Act 2013 and the Articles of Association of the Company."

11.3 The confirmation of this Scheme under Section 233 of the Act shall be deemed to have the approval under the applicable provisions of the Act and any other consents and approvals required in this regard.

12. NO CONSIDERATION AND CANCELLATION OF SHARES

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Director

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Authorised Signatory / Director

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12.1. The Transferor Companies (1 and 2) are wholly owned subsidiary of the Transferee Company as on the date of filing the Scheme with the Central Government. Accordingly, there would be no issue or allotment of shares of the Transferee Company to the shareholders of the Transferor Companies1 and 2).

12.2. Pursuant to and as a consequence of the amalgamation of the Transferor Companies with the Transferee Company, all equity shares of the Transferor Companies 1 and 2) held by the Transferee Company shall stand cancelled without any further act or deed.

13. **ACCOUNTING TREATMENT IN BOOKS OF THE TRANSFEREE COMPANY**

13.1 The Transferee Company shall account for the amalgamation of the Transferor Companies as per the Indian Accounting Standards 103– Accounting for Amalgamations (Ind AS 103) prescribed by the Central Government under Company (Accounting Standards) Rules, 2006 and any amendments thereto and shall abide by the Pooling of Interest Method of accounting stipulated in AS -103.

13.2 Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books as under:

13.3 All the assets including intangible assets, whether or not recorded in the books of the Transferor Companies (1 and 2) and liabilities of the Transferor Companies (1 and 2) including reserves, shall stand transferred in the books of account of the Transferee Company at their existing carrying amounts and in the same form as at the Appointed Date.

(a) The investments in the share capital of Transferor Companies (1 and 2) shall stand cancelled and corresponding effect shall be given in the books of accounts and records of the Transferee Company.

(b) Inter-company balances and dues, if any, between both the Transferor Companies(1 and 2)and the Transferee Company shall stand cancelled and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

(c) It is clarified that any excess of Assets and Liabilities transferred to the Transferee Company would be credited to the 'Capital Reserve Account' of the Transferee Company

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Director

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Authorised Signatory / Director

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Authorised Signatory

and the shortfall of the Assets and Liabilities transferred to the Transferee Company would be treated as 'Goodwill' of Transferee Company.

(d) It is hereby clarified that pursuant to this Scheme, all transactions conducted during the period between the appointed date and effective date relating to the Transferor Companies (1 and 2) would be duly reflected in the Financial Statement of the Transferee Company, upon the Scheme coming into effect.

13.4 In case of any differences in accounting policy between both the Transferor Companies (1 and 2) and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference till the Appointed Date will be quantified and adjusted in the Profit and Loss account, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of a consistent accounting policy.

14. **CONSEQUENTIAL MATTERS RELATING TO TAX**

14.1. This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, specifically Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions 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 at a later date including resulting from an amendment of law with retrospective effect or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

14.2. Upon the Scheme coming into effect, all taxes/ cess/ duties, direct and/or indirect, payable by or on behalf of the Transferor Companies (1 and 2) from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with the Revenue Authorities and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and credits pertaining to indirect taxes such as Input Tax Credit (ITC) of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise, if it becomes necessary, its income-tax returns, Goods and service tax returns, other tax

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returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme. The Transferee Company is also expressly permitted to claim refunds / credits in respect of any transaction between or amongst the Transferor Companies and the Transferee Company.

Provided further that upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise, if it becomes necessary, its income tax returns and related Tax Deducted at Source ('TDS') Certificates, including TDS Certificates relating to transactions between or amongst the Transferor Companies (1 and 2) and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

14.3. The TDS/advance tax/minimum alternate tax, if any, paid by the Transferor Companies (1 and 2) under the Income-tax Act, 1961 or any other statute in respect of income of the Transferor Companies assessable for the period commencing from the Appointed date shall be deemed to be the tax deducted from/advance tax/ minimum alternate tax paid by the Transferee Company and credit for such TDS/advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for TDS/advance tax are in the name of the Transferor Companies (1 and 2) and not in the name of the Transferee Company.

14.4. In accordance with the Goods and Service Tax, as are prevalent on the Effective Date, the unutilized credits relating to excise duties paid on inputs/capital goods/ input services lying in the accounts of the Undertaking of the Transferor Companies (1 and 2) shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the Goods and service tax payable by it.

14.5. In accordance with the Goods and Service Tax Act, as are prevalent on the Effective Date, the unutilized credits, if any, relating to Input Tax paid on inputs / works in process/ capital goods lying in the accounts of the Undertaking of the Transferor Companies (1 and 2) shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the GST payable by it.

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Director

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14.6. Any concessional or statutory forms under the laws of the Goods and Service Tax, or local levies issued or received by the Transferor Companies (1 and 2), if any, in respect of period commencing from the Appointed Date shall be deemed to be issued or received in the name of the Transferee Company and benefit of such forms shall be allowable to the Transferee Company in the same manner and to the same extent as would have been available to the Transferor Companies (1 and 2).

14.7. In respect of the inter-company service transactions between the Appointed Date and the Effective Date of the Scheme of Amalgamation, Goods and Service Tax (GST) charged by the service provider to the service recipient entity would be available as Input Tax Credit (ITC) to the recipient entity, despite such transactions getting disregarded as service transactions.

PART IV – GENERAL TERMS AND CONDITIONS

15. NOTICE TO REGISTRAR AND OFFICIAL LIQUIDATOR AND DECLARATION OF SOLVENCY

15.1. The Transferor Companies and the Transferee Company shall issue a notice of the Scheme within 30 days from the date of approval of Scheme by the Board of Directors of Transferor Companies and Transferee Company, inviting objections or suggestions, if any from the Registrar and Official Liquidators where the registered offices of the respective Companies are situated.

15.2. The Transferor Companies and the Transferee Company shall file a declaration of solvency with the respective jurisdictional Registrar of Companies before convening the meeting of members and creditors for approval of the Scheme.

15.3. The Transferor Companies and the Transferee Company shall obtain the approval of the shareholders and creditors as per the provisions of section 233 of the Companies Act 2013.

16. DISSOLUTION OF TRANSFEROR COMPANIES

Subject to confirmation of the Scheme by the Central Government Chennai, Transferor Companies (1 and 2) shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

For APOLLO HOME HEALTHCARE (INDIA) LIMITED

For APOLLO HOSPITALS ENTERPRISE LTD.

Authorised Signatory / Director

Authorised Signatory

Director

17. MODIFICATIONS / AMENDMENTS TO THE SCHEME

17.1. The Transferor Companies (1 and 2) and the Transferee Company through their respective Boards of Directors including Committees of Directors or other persons, duly authorised by the respective Boards in this regard, may make, or assent to, any alteration or modification to this Scheme or to any conditions or limitations, which the Central Government or any other Competent Authority may deem fit to direct, approve or impose and may give such directions including an order of dissolution of the Transferor Companies (1 and 2) without process of winding up as they may consider necessary, to settle any doubt, question or difficulty, arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do and to execute all such acts, deeds, matters and things necessary for putting this Scheme into effect, or to review the portion relating to the satisfaction of the conditions to this scheme and if necessary, to waive any of those (to the extent permitted under law) for bringing this Scheme into effect.

17.2. If any Part or provision of this Scheme hereof is invalid, ruled illegal by any Central Government of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part or provision, as the case may be, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part or provision, as the case may be, shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part or provision.

18. DATE OF TAKING EFFECT

The Scheme set out herein in its present form or with any modification(s) approved, imposed or directed by the Central Government Chennai shall be effective from the Appointed Date but shall be operative from the Effective Date.

19. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

19.1. The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.

For APOLLO HOME HEALTHCARE (INDI) LIMITED

Authorised Signatory / Director

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19.2. The compliance of the provisions of section 233 of the Companies Act 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, ("**Rules**") as may be applicable to the Transferor Companies (1 and 2) and Transferee Company.

19.3. The Scheme being agreed to by the respective requisite majorities of the members and creditors of the Transferor Companies (1 and 2) as per the provisions of section 233 of the Companies Act 2013.

19.4. The confirmation by the Central Government under section 233 and other applicable provisions of the Act being obtained by Transferor Companies (1 and 2) and also the Transferee Company.

20. REVOCATION OR WITHDRAWAL OF THIS SCHEME:

The transferor Companies (1 and 2) and/or the transferee Company acting through their respective Board shall each be at liberty to withdraw this scheme.

In the event of revocation under clause 19.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Companies or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with Applicable Law.

In the event of revocation under clause 19.1 above, the companies shall take all necessary steps to withdraw this scheme from the competent Authority and any other authority and to make all necessary filings/ applications as may be required to withdraw this Scheme.

21. EFFECT OF NON-RECEIPT OF CONFIRMATION / SANCTIONS

This Scheme is conditional on and subject to the following–

In the event of the Scheme not being sanctioned by the Central Government and/or the Order or Orders not being passed as aforesaid, the Scheme shall become fully null and void and in that event no rights and liabilities shall accrue to or be inter-se by the parties in terms of the Scheme, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or

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accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such event, each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme.

22. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, levies, fees, duties and expenses of the Transferor Companies (1 and 2) and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme shall be borne and paid by the Transferee Company.

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