

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**AHMEDABAD**  
**DIVISION BENCH**  
**COURT - 1**

ITEM No.203

C.P.(CAA)/14(AHM)2023 in  
C.A.(CAA)/63(AHM)2022

**Order under Sections 230-232 of the**  
**Companies Act 2013**

**IN THE MATTER OF:**

Arcturos Healthcare Pvt. Ltd.  
Sterling Addllife India Pvt. Ltd.

.....Petitioners

**Order delivered on ..31.07.2023**

**Coram:**

Mr. Shammi Khan, Hon'ble Member(J)  
Mr.Kaushalendra Kumar Singh, Hon'ble Member(T)

**ORDER**

The case is fixed for pronouncement of the order. The order is pronounced in the open court, vide separate sheet.

-Sd-

**KAUSHALENDRA KUMAR SINGH**  
**MEMBER (TECHNICAL)**

-Sd-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**

**NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
DIVISION BENCH  
COURT-1**

**CP (CAA) No.14/NCLT/AHM/2023** in  
CA(CAA)No.63/NCLT/AHM/2022

[Petition under Sections 230-232 of the Companies Act, 2013  
read with the Companies (Compromise, Arrangement and  
Amalgamation) Rules, 2016]

Scheme of Arrangement in the nature of Amalgamation

of

Arcturos Healthcare Private Limited  
(Transferor Company )

with

Sterling Addlife India Private Limited  
(Transferee Company)

and

Their respective Shareholders and Creditors

**Order delivered on 31.07.2023**

**Coram: Mr. Shammi Khan, Hon'ble Member(J)  
Mr.Kaushalendra Kumar Singh, Hon'ble Member(T)**

**In the matter of:**

**Arcturos Healthcare Pvt. Ltd.**

(CIN:U85110GJ2022PTC131048)

A private limited company incorporated under the Companies Act, 2013, having its Registered Office at Admin. Office, 2<sup>nd</sup> Floor, TP-50, FP-55/2, RSN0.22/2/2, Near J.B.R. House, Bodakdev, Ahmedabad-380 054

....Petitioner Company No.1  
(Transferor Company)

With

**Sterling Addlife India Pvt. Ltd.**

(CIN:U85110GJ2000PTC039121)

A private limited company incorporated under the Companies Act, 1956, having its registered office at Sterling Hospital, Sterling Hospital Road, Memnagar, Ahmedabad-380 052

....Petitioner Company No.2  
(Transferee Company)

**Appearance:**

For the Petitioners : Ms. Dharmishta Raval, Advocate.

**ORDER**

1. The present joint Company Petition has been filed by the Petitioner Companies under Sections 230-232 of the Companies Act, 2013 read with companies (Compromise, Arrangement and Amalgamations) Rules, 2016 seeking approval of the Scheme of Arrangement in the nature of Amalgamation of M/s. Arcturos Healthcare Pvt. Ltd. (Transferor Company) with M/s. Sterling Addlife Pvt. Ltd. (Transferee Company) with effect from

**01.07.2022**, being the Appointed Date as mentioned in the Scheme.

2. An Affidavit in support of the above joint petition have been sworn by Dr. Simmardeep Singh Gill on behalf of the Petitioner Transferee Company. He is the Managing Director and CEO of the Transferee Company. The said affidavit is annexed with the application. The above-named authorized representative for the Petitioner Transferee Company has been authorized vide Board Resolution dated 22.09.2022 of the Petitioner Transferee Company.
3. An Affidavit in support of the above joint petition have been sworn by Mr. Manoj Dengla on behalf of the Petitioner Transferor Company. He is the authorized representative of the Petitioner Transferor Company. The said affidavit is annexed with the application. The above-named authorized representative for the Petitioner Transferor Company has been authorized vide Board Resolution dated 16.09.2022 of the Petitioner Transferor Company.
4. The Petitioner Companies had filed a joint Company Application before this Tribunal being CA (CAA) No. 63 of 2022, inter alia, sought dispensation of meetings of the Equity Shareholders of the Transferor Company and the Secured Creditors of the Transferee Company; further sought direction for convening and holding meetings of the Equity Shareholders and Unsecured Creditors of the Transferee Company. Since there were no Secured and Unsecured Creditors in the Transferor Company, Secured and Unsecured Creditors meetings were not required.

5. By an order dated 13.12.2022 passed in CA (CAA) No.63/NCLT/AHM/2022, this Tribunal directed to convene and hold meetings of the Equity Shareholders and the Unsecured Creditors of the Transferee Company on 10.02.2023, for the purpose of considering and, if thought fit, approving the Scheme of Arrangement in the nature of Amalgamation with or without modification (s). This Tribunal had dispensed with the meetings of the Equity Shareholders of the Transferor Company and the Secured Creditors of the Transferee Company in view of the consent affidavits. Since there were no Secured and Unsecured Creditors in the Transferor Company, the meetings of Secured and Unsecured Creditors of the Transferor Company were not necessary.
6. This Tribunal had appointed Mr. Dipak Rachchha, Advocate and in his absence Mr. Prakashkumar Mandowara, Practicing Chartered Accountant as the Chairman/Chairperson of the aforesaid meetings and gave further directions to comply with various stipulations contained in the Order including filing of the Chairman's Report. This Tribunal also directed issuance of notices to the Statutory and Regulatory Authorities viz. the Central Government through the Regional Director, North Western Region, the Registrar of Companies, Income Tax Authorities, Official Liquidator.
7. In compliance of the order dated 13.12.2022 and 21.12.2022 passed by this Tribunal in CA (CAA) No. 63 of 2022, the petitioner companies sent notices to statutory authorities. Further, notice of the meetings was sent to the Equity Shareholders and the Unsecured Creditors of the Transferee

Company as required by the order together with a copy of the Scheme of Amalgamation and of the statement required by Section 230 of the Companies Act, 2013. The petitioner companies also published advertisement about convening of the meetings in 'Financial Express' in English and in Vernacular language, both in Ahmedabad Edition on 06.01.2023. The Petitioner Companies filed affidavit of service of notice of meetings, publication of notice in the local dailies and affidavit regarding service of notice to the statutory authorities with this Tribunal on 30.01.2023.

8. In compliance with the directions for convening the meetings, separate meetings were duly convened on 10.02.2023 for the Equity Shareholders and the Unsecured Creditors of the Transferee Company. The Chairman appointed for the said meetings has filed his reports on 20.02.2023. The said reports confirm the approval to the proposed Scheme unanimously by the Equity Shareholders and Unsecured Creditors of the Transferee Company.
9. It is submitted that thus, all the stakeholders have unanimously approved the Scheme of Arrangement.
10. In response to the notice served upon the Regional Director (RD), a Representation dated 21.03.2023 was filed by the RD, North-Western Region, along with the report from the Registrar of Companies (RoC), on 29.03.2023. Their observations are as follows:-

- i) To direct the Petitioner Companies to undertake the compliance of Section 232(3)(i) of the Companies Act, 2013 and to pay fees, accordingly.
  - ii) To direct the Petitioner Companies to ensure about the compliances of FEMA and RBI guidelines.
  - iii) To direct the Petitioner Companies to preserve its books of accounts, papers and records and shall not be disposed of without prior permission of Central Government as per the provision of Section 239 of the Companies Act, 2013.
  - iv) To direct the Petitioner Companies to ensure Statutory Compliances of all applicable Laws and also on sanctioning of the present Scheme, the Transferor Company shall not be absolved from any of its Statutory Liabilities, in any manner.
  - ii) The petitioner companies to pay legal fees/expenses to the Central Government for submitting this report.
  - iii) Necessary Stamp Duty on transfer of property / Assets, if any, to be paid to the respective Authorities before implementation of the Scheme.
11. In response to the notice to the Official Liquidator (OL), the OL has filed report on 11.04.2023, with respect to the Transferor Company, The OL has observed the following:-
- i) To direct the Transferor Company to comply with the provisions of FEMA and/or RBI.
  - ii) To preserve its books of accounts, papers and records and not to dispose of the same without prior permission of the

Central Government as per the provisions of Section 239 of the Companies Act, 2013.

- iii) To ensure Statutory compliance of all applicable laws and also on sanctioning of the present Scheme, the Transferor Companies shall not be absolved from any of its statutory liabilities, in any manner.
  - iii) The Transferor Company may be dissolved without following the process of winding-up in terms of sub-section 3(d) of Section 232 of the Companies Act, 2013. Further the Transferor Company being dissolved, the fee, if any, paid by the Transferor Company on its Authorized Share Capital shall be set-off against any fees payable by the Transferee Company on its Authorized Capital subsequent to the amalgamation in terms of sub section 3(i) of Section 232 of Companies Act, 2013.
  - iv) To pay such cost and expenses to the office of the official liquidator for the Transferor Company or any such amount as may be considered appropriate by this Bench.
  - v) To lodge a certified copy of order along with the Scheme, with the concerned superintendent of stamp duty for determination of stamp duty payable, if any.
12. In response to the representation made by the Regional Director, the Registrar of Companies, the Petitioner Transferee has filed an affidavit dated 19.04.2023 on 24.04.2023 giving its response to the observations of the Regional Director.
- i) To undertake to pay the difference of the amount of fees payable on account of enhanced authorized capital, if any



and undertakes to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.

- ii) To undertake to comply with the provisions of the FEMA Act.
  - iii) To undertake to preserve the books of accounts, papers and records and shall not dispose them without prior permission of the Central Government and shall ensure Statutory Compliance of the applicable laws and further undertakes that they shall not be absolved of any of the statutory compliances.
  - iv) To undertake to file the relevant e form i.e. MGT 14 and the requisite fees.
13. In response to the observation of the Official Liquidator, in respect of the Transferor Company, the Transferor Company has filed an affidavit dated 19.04.2023 on 24.04.2023 giving its response to the observations of the Official Liquidator.
- i) To undertake to preserve the books of accounts, papers and records and shall not be dispose them without prior permission of the Central Government.
  - ii) To undertake to ensure Statutory Compliances of the applicable laws and further undertakes that they shall not be absolved of any of the statutory compliances on the sanctioning of the Scheme.
  - iii) To undertake to pay fees, if any, as required under Section 232 of the Companies Act, 2013.

14. In response to the notice served upon the Income Tax Department, the Income Tax Department, has filed report dated 25.04.2023, through its Ld. Counsel, on 28.04.2023. It is stated that *the DCIT, Circle-4(1)(1), Ahmedabad has submitted no objection subject to the conditions that clause 10.5 of the scheme of amalgamation as submitted by the assessee is complied with in latter and spirit and there should not be any significant change in the final Balance Sheet and P&L Account of Sterling Addlife India Pvt. Ltd. post amalgamation as on 01.07.2022 as submitted by the assessee. Further it is submitted that Income Tax department reserves its rights to invoke the provisions of income tax Act in any proceedings subsequent to the Amalgamation, if happens, to bring to tax in any income arising as a result of the said scheme of amalgamation in case of above company, its respective shareholders, creditors.*

Further, the Income Tax Department on 02.05.2023, through its Ld. Counsel, filed a report dated 01.05.2023 stating that there is no outstanding demand against the Transferor Company, i.e. Arcturos Healthcare Pvt. Ltd.

15. The Petitioner Companies had filed second motion joint petition being CP (CAA) No. 14/NCLT/AHM/2023 before this Tribunal seeking sanction of the Scheme (e-filed on 28.02.2023 and physical copy thereof was filed on the same date).
16. This Tribunal, by order dated 20.03.2023 admitted the aforesaid petition and directed issuance of notices to the Regional Director, the Registrar of Companies, Income Tax Authority and the Official Liquidator informing the date of hearing. The Tribunal also directed publication of notice of hearing of the petition in

“Financial Express” in English and in Vernacular language both in Ahmedabad edition not less than 10 days before the date fixed for hearing, calling for objections, if any, on or before the date of hearing.

17. Pursuant to the order dated 20.03.2023 passed by the Tribunal, the petitioner companies published the notice of hearing of the petition in “Financial Express” in English and in Vernacular language both in Ahmedabad edition on 08.04.2023. The notice in respect of hearing of the Company Petition was served upon all concerned statutory authorities. Affidavit to that effect is also filed by the petitioner companies on this Tribunal on 24.04.2023.
18. Pursuant to the order dated 20.03.2023 and issuance of notices to the statutory authorities and publication of the notice in the local dailies, no representation is received.
19. It is submitted that no winding up proceedings have been filed or are pending against the petitioner companies under the Companies Act, 2013 or under the corresponding provisions of the Companies Act, 1956.
20. It is submitted that the Statutory Auditor of the Petitioner Companies has certified that the Accounting Treatment of the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013. Copies of the certificates issued by the statutory auditors are produced on record.
21. The Petitioner Companies have stated in the Petition that no inspection or investigation has been instituted or is pending against any of the petitioner companies under the provisions of

the Companies Act, 2013. It was also stated that if there is any deficiency found, or violation committed of any enactment, statutory rules or regulations, the sanction granted by the Tribunal to the scheme will not come in the way of action being taken in accordance with law, against the concerned persons, directors and officials of the petitioner companies.

22. We have heard Ms. Dharmishta Raval Ld. Counsel for the Petitioner Companies and also gone through the records.
23. On the basis of above facts and submissions made by the Learned Counsel and by considering the entire facts and circumstances of the aforesaid company petition and on perusal of the Scheme and the proceedings, it appears that the requirements of the provisions of section 230 and 232 are satisfied by the petitioner companies. We are of the considered view that the proposed Scheme of Arrangement is bona fide and in the interest of the shareholders and creditors. In the result, Company Petition No. CP (CAA) No. 14 of 2023 is allowed. The Scheme envisages Amalgamation of M/s. Arcturos Healthcare Private Limited (Transferor Company) with Sterling Addlife India Pvt. Ltd. (Transferee Company). It is declared that the said sanctioned scheme shall be binding on the petitioner companies and their shareholders, creditors and all concerned under the scheme.
24. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

25. While approving the Scheme as above, we further clarify that this order should not be construed as an order in granting any exemption from payment of stamp duty, taxes including income tax, GST, etc. or any other charges, if any, and payment in accordance with law or in respect of any permission/compliance with any other requirement which may be specifically required under any law.
26. It is further clarified that Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and sanction of the Scheme of arrangement given hereunder shall not adversely affect the rights of Income Tax Department on any past, present or future proceedings.
27. This Tribunal orders as under:-
- (i) The Scheme of Arrangement as annexed herewith as **“Annexure A”** is hereby sanctioned and it is declared that the same shall be binding on the Petitioner Companies and their Shareholders and Creditors and all concerned under the Scheme.
  - (ii) It is declared that the Transferor Company shall be dissolved without winding up.
  - (iii) All the property annexed herewith as **“Annexure B”**, right and powers of the Transferor Company specified in the schedule hereto and all the other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the

Act, be transferred to and vested in the Transferee Company for all the estates and interest of the Transferor Company therein.

- (iv) All proceedings, if any, now pending against the Transferor Company be continued by or against the Transferee Company.
- (v) All workers / employees of all the Transferor Company shall be deemed to become the workers /employees of the Transferee Company with effect from the Appointed Date, and shall stand absorbed in the Transferee Company in accordance with the Scheme without any interruption of service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company, as on the Effective Date.
- (vi) The Petitioner Companies within thirty days of the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the entire Undertaking of the Transferor Company shall stand transferred to the Transferee Company and the Registrar of Companies shall place all documents relating to the Transferor Company to the file kept by him in relation to the Transferee Company and the files relating to the said companies shall be treated accordingly.
- (vii) Upon the Scheme becoming effective and in consideration of amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further application, act, deed, consent, acts,

instrument or deed, pay as consideration to all the shareholders of the Transferor Company whose names appear in the register of members as on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as may be recognized by the respective Board in the following manner:

*“1,00,000 fully paid equity shares of INR 10 each shall be issued and allotted by the Transferee Company for every 15,227 fully paid equity shares of INR 10 each held in the Transferor Company.”*

- (viii) All concerned Authorities to act on copy of this order along with the Scheme authenticated by the Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme.
- (ix) The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets attached as Annexure-B with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, within 60 days from the date of the Order.
- (x) The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the concerned the Registrar of Companies, electronically, along with e-form INC-28 in addition to physical copy within 30 days from the date of issuance of the certified

copy of the Order by the Registry as per relevant provisions of the Act.

- (xi) The legal fees and expenses of the office of the Regional Director is quantified at Rs.10,000/- in respect of each of the Petitioner Companies. The said fees to the Regional Director shall be paid by the Transferee Company.
- (xii) The legal fees and expenses of the office of the Official Liquidator are quantified at Rs.10,000/- in respect of the Transferor Company. The said fees of the Official Liquidator shall be paid by the Transferee Company.
- (xiii) Filing and issuance of drawn up orders are dispensed with. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order alongwith Scheme immediately.
- (xiv) Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not in accordance with the applicable provisions of Income Tax Act, then the Income Tax Dept. shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Arrangement under Sections 230-232 of the Companies Act, 2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the appropriate course of action as per



law for the tax liabilities, if any.

- (xv) Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

28. The Company Petition CP (CAA) No. 14 of 2023 connected with CA (CAA) No. 63 of 2022 is disposed of, in terms of the above order.

-Sd-

**KAUSHALENDRA KUMAR SINGH**  
**MEMBER (TECHNICAL)**

-Sd-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**

Sudha-Steno

Annexure "A"  
Annex F

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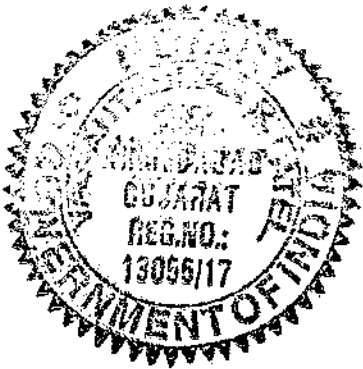
**SCHEME OF ARRANGEMENT**  
**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS**  
**OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER**  
**BETWEEN**  
**ARCTUROS HEALTHCARE PRIVATE LIMITED**  
**AND**  
**STERLING ADDLIFE INDIA PRIVATE LIMITED**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**PREAMBLE**

This Scheme (as defined hereinafter) is presented under Sections 230 to 232 read together with Sections 13, 14, 61, 64, 66 and other applicable provisions of the Companies Act, 2013 for amalgamation of Arcturos Healthcare Private Limited with Sterling Addlife India Private Limited along with matters consequential, supplemental and/or otherwise integrally connected therewith with effect from the Appointed Date on the agreed terms and conditions as set out herein.

**(A) DESCRIPTION OF COMPANIES:**

1. Arcturos Healthcare Private Limited (hereinafter referred to as **'the Transferor Company'**) is a private limited company incorporated on April 18, 2022 under the provisions of the Companies Act, 2013 under the Corporate Identification Number U85110GJ2022PTC131048. The registered office of Arcturos Healthcare Private Limited is situated at Admin. Office, 2<sup>nd</sup> Floor, TP-50, FP-55/2 RSN0.22/2/2, Near J.B.R. House, Bodakdev, Ahmedabad - 380054. It is incorporated to be engaged in the business of running hospitals, other medical and healthcare related services.
2. Sterling Addlife India Private Limited (hereinafter referred to as **'the Transferee Company'**) is a private limited company incorporated on December 29, 2000 under the provisions of the Companies Act, 1956 having Corporate Identification Number U85110GJ2000PTC039121. The registered office of Sterling Addlife India Private Limited is situated at Sterling Hospital Road, Memnagar, Ahmedabad - 380052. It is incorporated to be engaged in the business of running hospitals along with other medical and healthcare related services.



**(B) RATIONALE FOR SCHEME OF ARRANGEMENT:**

The Transferor Company and the Transferee Company belong to the same group of management. To streamline the current organization structure and to consolidate assets and liabilities of the group companies, the Board of Directors of the said companies are desirous of entering into the Scheme of Arrangement in the nature of Amalgamation of the Transferor Company with the Transferee Company. It is envisaged that the proposed amalgamation would inter alia achieve the following advantages:

- Streamlining the current organization structure;
- Significant administrative synergies;
- Consolidation of assets and liabilities of the group companies;
- Reduction in managerial overlaps due to operation of multiple entities and more focused leadership;
- Reduction in multiplicity of legal and regulatory compliances, reduction in overheads, including administrative, managerial and other administrative costs; and
- Rationalization of overall group structure.

In view of the aforesaid advantages, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the Scheme of Arrangement under provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013. The proposed restructuring is in the interest of the shareholders, creditors, employees and other stakeholders of both the companies.

The Scheme is a part of internal group restructuring and does not adversely affect the stakeholders and creditors of any of the companies.

**(C) OVERVIEW AND OPERATION OF THE SCHEME**

This Scheme of Arrangement provides for amalgamation of the Transferor Company on a going concern basis with the Transferee Company and the consequent issue of shares by the Transferee



Company to the shareholders of the Transferor Company in the manner set out in this Scheme (as defined hereinafter) and other applicable provisions of Applicable Law.

**(D) TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME-TAX ACT, 1961**

This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If, at a later date, any of the terms or provisions of this Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961. Such modification(s) will, however, not affect the other provisions of the Scheme.

**(E) PARTS OF THE SCHEME**

This Scheme is divided into the following parts:

- (i) Part I - Definitions, date of taking effect and share capital
- (ii) Part II - Amalgamation of Transferor Company with Transferee Company
- (iii) Part III - General Terms and Conditions



**PART I - DEFINITION, DATE OF TAKING EFFECT & SHARE CAPITAL**

**1. DEFINITIONS**

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1 **“Act”** means the Companies Act, 2013 and rules and regulations made thereunder as may be applicable, including any statutory modification, re-enactments or amendments thereof from time to time.
- 1.2 **“Applicable Law”** means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Companies; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Companies; and (d) taxes.
- 1.3 **“Appointed Date”** means 1 July 2022, or such other date as may be approved by the National Company Law Tribunal (‘NCLT’) or any other Appropriate Authority.
- 1.4 **“Appropriate Authority”** means:
  - a) the government of any jurisdiction (including any central, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
  - b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and
  - c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental



authority over the Companies or any company including (without limitation), the NCLT (as defined hereinafter).

- 1.5 **“Board of Directors” or “Board” or “Management”** in relation to Transferor Company and Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
- 1.6 **“Companies”** shall mean collectively the Transferor Company and the Transferee Company and **“Company”** shall mean each of them, individually.
- 1.7 **“Effective Date”** means the date on which the certified copy of the order of NCLT under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 sanctioning the Scheme is filed with the Registrar of Companies, Gujarat, at Ahmedabad. References in this Scheme to the “date of coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date.
- 1.8 **“Encumbrance”** means (i) any charge, pledge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **“Encumberer”** shall be construed accordingly;
- 1.9 **“National Company Law Tribunal” or “NCLT” or “Tribunal”** means the National Company Law Tribunal, Bench at Ahmedabad, having jurisdiction in relation to the Transferor Company and the Transferee Company and shall be deemed to include, if applicable, a reference to



such other forum or authority which may be vested with any of the powers of NCLT to sanction the Scheme under the Act.

- 1.10 **"Permits"** means all consents, licences, permits, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory, granted or issued or available or made available to any Company by the relevant Appropriate Authority or otherwise available under Applicable Law;
- 1.11 **"Record Date"** means such date as may be mutually fixed by the Board of the Transferee Company and Transferor Company or any authorized committee / person thereof for the purpose of determining the shareholders of the Transferor Company to whom consideration shall be discharged by the Transferee Company pursuant to the Scheme.
- 1.12 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Arrangement in its present form filed with the NCLT or this Scheme with any modification(s) or amendment(s) approved or imposed or directed by the NCLT or any other Appropriate Authority.
- 1.13 **"Taxation" or "Tax" or "Taxes"** means all forms of taxes and statutory, governmental, state, central, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Transferor Company or the Transferee Company or any other person and all penalties, charges, costs and interest relating thereto.
- 1.14 **"Tax Laws"** means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, goods and services tax, or any other levy of similar nature;
- 1.15 **"Transferee Company"** means Sterling Addlife India Private Limited a private limited company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sterling Hospital Road, Memnagar, Ahmedabad - 380052.



- 1.16 **“Transferor Company”** means Arcturos Healthcare Private Limited a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at Admin. Office, 2nd Floor, TP-50, FP-55/2 RSN0.22/2/2, Near J.B.R. House, Bodakdev, Ahmedabad - 380054 in the state of Gujarat.

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

#### 1A Interpretation

In this Scheme, unless the context otherwise requires:

- a. the words denoting the singular shall include the plural and vice versa;
- b. headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
- c. references to the word “include” or “including” shall be construed without limitation;
- d. a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- e. reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- f. reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and



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- g. word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them

## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the NCLT or made as per Clause 23 of this Scheme, as the case may be, shall have legal effect and force and be effective from the Appointed Date and shall be operative from the Effective Date.

## 3. SHARE CAPITAL OF THE COMPANIES

- 3.1 The authorised, issued, subscribed and paid-up share capital of Transferor Company as on 31 August 2022 is as under:

Particulars	Amount (INR)
<b>Authorized Share Capital</b>	
90,00,000 Equity shares of Rs. 10 each	9,00,00,000
<b>Total</b>	<b>9,00,00,000</b>
<b>Issued, subscribed and paid-up Share Capital</b>	
89,78,901 Equity shares of Rs. 10 each fully paid-up	8,97,89,010
<b>Total</b>	<b>8,97,89,010</b>

There is no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company after the aforesaid date.

- 3.2 The authorised, issued, subscribed and paid-up share capital of the Transferee Company as on 31 August 2022 is as under:

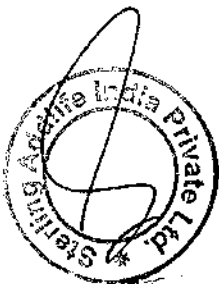
Particulars	Amount (INR)
<b>Authorized Share Capital</b>	
30,10,00,000 Equity shares of Rs. 10 each	301,00,00,000
<b>Total</b>	<b>301,00,00,000</b>
<b>Issued, subscribed and paid-up Share Capital</b>	





Particulars	Amount (INR)
6,35,23,805 Equity shares of Rs. 10 each fully paid up	63,52,38,050
<b>Total</b>	<b>63,52,38,050</b>

There is no change in the authorized, issued, subscribed and paid up share capital of the Transferee Company after the aforesaid date.



**PART II**

**AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE  
TRANSFEREE COMPANY**

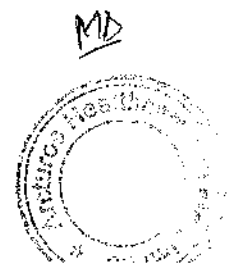
**4. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY WITH  
THE TRANSFEREE COMPANY**

4.1. Upon the Scheme becoming effective and subject to the provisions of this Scheme and pursuant to the provisions of Section 230 to 232 of the Act and all other applicable provisions of the Act, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all assets, liabilities, contracts, arrangements, employees, permits, licences, records, approvals, etc. of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the assets, liabilities, contracts, arrangements, employees, permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.

4.2. Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon the Scheme becoming effective and with effect from the Appointed Date:

4.2.1 with respect to the assets of the Transferor Company that are movable in nature or are otherwise capable of being transferred by manual delivery or by paying over or endorsement and/ or delivery, the same may be so transferred by the Transferor Company by operation of law without any further act or execution of an instrument with the intent of vesting such assets with the Transferee Company as on the Appointed Date;

4.2.2 subject to Clause 4.2.3 below, with respect to the assets of the Transferor Company, other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in



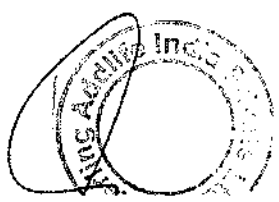


cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company shall, without any further act, instrument or deed, 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, by operation of law as transmission or as the case may be in favour of Transferee Company. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required;

4.2.3 without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, factories, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in cooperative housing societies associated with such immovable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/ or the Transferee Company;

4.2.4 for the avoidance of doubt, it is clarified that upon the Scheme becoming effective and in accordance with the provisions of relevant Applicable Law, all consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), powers of attorney given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same, and all intellectual property rights (including but not limited to patents, trademarks, copyrights etc.) of whatsoever nature and all other interests relating to the goods or services being dealt with by the Transferor Company, shall be transferred to and vest in the Transferee Company.

4.2.5 all debts and liabilities including but not limited to secured and unsecured debts, debentures (whether listed or unlisted), sundry



creditors, liabilities, duties and obligations of the Transferor Company of every kind, nature and description whatsoever shall, without any further act, instrument or deed be transferred to, and vested in, and/or deemed to have been transferred to, and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause;

- 4.2.6 the vesting of the assets and liabilities of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in Transferee Company and no such Encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of /to be availed of by it, and the Encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;

- 4.2.7 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.

- 4.2.8 if the Transferor Company is entitled to any unutilized credits (including balances or advances), benefits, subsidies, grants, special





status and other benefits or privileges of whatsoever nature under the incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be automatically without any specific approval or permission.

4.2.9 upon the Scheme becoming effective, the Transferor Company and / or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/ or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

4.2.10 it is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company, shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and properly stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 and other applicable provisions of the Act, the relevant refunds, benefits, incentives, grants, subsidies, 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 Company, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;

4.3. On and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company; and



- 4.4. Without prejudice to the foregoing provisions, and upon the Scheme becoming effective, the Transferor Company, and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

#### 5. PERMITS

With effect from the Appointed Date, all the Permits held or availed of by, and all rights and benefits that have accrued to, the Transferor Company, pursuant to the provisions of Section 230 to 232 and other applicable provisions of the Act, shall without any further act, instrument or deed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become as and from the Effective Date, the permits, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Appointed Date and until the Permits are transferred, vested, recorded, effected, and/ or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Company and under the relevant license and/ or permit and/ or approval, as the case may be, and the Transferee Company shall keep a record and/ or account of such transactions.

#### 6. CONTRACTS

- 6.1 Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature, subsisting or having effect on or immediately before the Appointed Date, to which the Transferor Company is a party shall



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remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if the Transferee Company had at all material times been a party thereto. The Transferee Company will, if required, enter into novation agreement(s) in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above. Any inter-se contracts between the Transferor Company on one hand and the Transferee Company on the other hand shall stand cancelled and cease to operate upon the Scheme becoming effective.

- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the assets and liabilities of the Transferor Company occurs by virtue of this Scheme, the Transferee Company may, at any time after the Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. The Transferee Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 6.3 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company, to the Transferee Company under this Scheme has been given effect to undertake such contracts and transactions.

## 7. EMPLOYEES



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7.1 Upon this Scheme coming into effect and with effect from the Effective Date, the Transferee Company undertakes to engage all the employees of the Transferor Company on the terms and conditions not less favourable than those on which they are engaged by the Transferor Company without any interruption of service as a result of the amalgamation of the Transferor Company with the Transferee Company. The Transferee Company also agrees that the services of all such employees with the Transferor Company prior to the amalgamation of the Transferor Company with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund, superannuation fund and such other fund of which they are members will be transferred to such provident fund, gratuity fund, superannuation fund and such other fund nominated by the Transferee Company and/or such new provident fund, gratuity fund, superannuation fund, such other fund to be established and caused to be recognized by the Appropriate Authorities, by the Transferee Company, or to the government provident fund in relation to the employees of the Transferor Company who are not eligible to become members of the provident fund maintained by the Transferee Company.

7.2 Pending the transfer as aforesaid, the provident fund, gratuity fund, superannuation fund and such other dues of the employees would be continued to be deposited in the existing provident fund, gratuity fund, superannuation fund and such other fund respectively of the Transferor Company.

#### 8. LEGAL PROCEEDINGS

If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called the "Proceedings") by or against the Transferor Company are pending on the Effective Date, the same shall not abate, be discontinued or in any way prejudicially be affected by reason of the amalgamation or of anything contained in this Scheme, but the Proceedings may be continued, prosecuted and enforced by or against

the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

## 9. CONSIDERATION

9.1 Upon the Scheme becoming effective and in consideration of amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further application, act, deed, consent, acts, instrument or deed, pay as consideration to all the shareholders of the Transferor Company whose names appear in the register of members as on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as may be recognized by the respective Board in the following manner:

"1,00,000 fully paid equity shares of INR 10 each shall be issued and allotted by the Transferee Company for every 15,227 fully paid equity shares of INR 10 each held in the Transferor Company."

9.2 On amalgamation, the investment of Transferor Company in the Transferee Company of 5,89,44,805 equity shares of Rs.10/- each shall be cancelled off and the same shall amount to Reduction of Share Capital of Transferee Company to that extent, as envisaged under Clause 19 hereinunder. However, considering the issue of new shares to the shareholders of Transferor Company, there will not be any Net Reduction in the share capital of Transferee Company.

9.3 The shares issued pursuant to clause 9.1 above, shall be issued to the shareholders of Transferor Company in either demat form or physical form as may be determined by the Board of Directors of Transferee Company or committee thereof in compliance with the provisions of the Applicable Laws.



- 9.4 The equity shares of the Transferee Company to be issued and allotted as provided above shall be subject to the provisions of the memorandum of association and articles of association of the Transferee Company and shall rank pari passu in all respects with existing equity shares of Transferee Company.
- 9.5 In case any shareholder's holding in Transferor Company is such that the shareholder becomes entitled to a fraction of a share of the Transferee Company, such fraction shall be rounded off to the next higher integer.
- 9.6 Upon issuance and allotment of equity shares by the Transferee Company to the shareholders of the Transferor Company, the share certificates representing shares held in Transferor Company shall stand automatically cancelled / extinguished.
- 9.7 In the event that the Companies alter their share capital, including but not limited to, by way of share split / consolidation / bonus/ further issue of shares in any manner whatsoever during the pendency of the Scheme, the share exchange ratio as per Clause 9.1 above, shall be adjusted accordingly to take into account the effect of any such actions unless otherwise decided by the Board of directors of the Transferor Company and the Transferee Company. It is clarified that the approval of the members of Companies to the Scheme shall be deemed to be their consent / approval also to the adjusted share exchange ratio as per this clause.
- 9.8 The issue and allotment of equity shares by Transferee Company to the members / shareholders of Transferor Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act or deed on the part of the Transferee Company or the Transferor Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares pursuant to clause 9.1.



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## 10. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY

On the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books as under:

- 10.1 Amalgamation of the Transferor Company with the Transferee Company shall be accounted for in accordance with the Pooling of Interests Method of Accounting as prescribed under Accounting Standard (AS) - 14 as notified under Section 133 of the Companies Act, 2013 and the rules made thereunder.
- 10.2 All assets, liabilities and reserves as appearing in the books of accounts of Transferor Company shall be recorded by the Transferee Company at the book value.
- 10.3 The amount of inter-company balances and investments, if any, between the Transferor Company and the Transferee Company will stand eliminated without any further act or deed and there shall be no further obligation / outstanding in that behalf.
- 10.4 The aggregate face value of the equity shares of the Transferee Company issued to the members / shareholders of the Transferor Company shall be credited to the share capital account of the Transferee Company.
- 10.5 Any excess or deficit of the amount of the consideration over the value of the Net Assets acquired by the Transferee Company as adjusted for the cancellation of the shares held by the Transferor Company in the equity share capital of the Transferee Company shall be adjusted in reserves as per AS 14. ("Net Assets" shall be computed as the value of total assets as reduced by total liabilities and reserves of the Transferor Company as recorded in the books of Transferee Company in terms of Clause 10.2 of the Scheme). The adjustment shall be first made against security premium of the combined entity to the extent of the balance available and balance (if any) shall be adjusted against other reserves of the Transferee Company.



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- 10.6 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and Transferee Company, the Transferee Company may make suitable adjustments in compliance with the applicable Accounting Standards as notified under Section 133 of the Companies Act, 2013 and rules made thereunder, and the resultant impact will be recognised in revenue reserves.

## 11. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 11.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the other provisions of this Scheme and without any further act of the parties, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments (including all tenancies, leases and other assurances in favour of the Transferor Company or powers or authorities granted by or to it), if any, of whatsoever nature pertaining to which, the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto.
- 11.2 The Transferee Company shall, if so desirable or required or become necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company, as the case may be. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations and to implement or



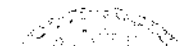
carry out all formalities required on the part of Transferor Company to give effect to the provisions of this Scheme.

## 12. TAX CREDITS

- 12.1 The Transferee Company will be the successor of the Transferor Company. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed by the Transferor Company and the obligations, if any, for payment of the tax on any assets of the Transferor Company on their erection and/or installation, etc., shall be deemed to have been availed by the Transferee Company or as the case may be deemed to be the obligations of the Transferee Company. Further, as the Scheme does not contemplate removal of any asset by the Transferee Company from the premises in which it is installed, no reversal of any tax credit needs to be made.
- 12.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by the Transferor Company including all or any refunds/credit/MAT credit/claims relating thereto shall be treated as asset/liability or refunds/credit/MAT credit/claims, as the case may be, of the Transferee Company.
- 12.3 The Transferee Company and the Transferor Company shall be entitled to, amongst others, file/or revise its income tax returns, TDS/TCS returns, wealth tax returns, goods and service tax, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under Section 43B of the Income-tax Act, 1961 on payment basis, claim for deduction of provisions written back by the Transferee Company previously disallowed in the hands of the Transferor Company under the Income-tax Act, 1961, credit of tax under Section 115JB read with Section 115JAA of the Income-tax Act, 1961, credit of foreign taxes paid/withheld etc. if any, as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of



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interest, penalty or any other sum. In other words, the Transferee Company and Transferor Company shall have the right to revise the aforesaid returns, notwithstanding that the statutory period for such revision and filing may have expired. The Transferee Company shall have the right to claim refunds, tax credits, setoffs and/or adjustments relating to its income or transactions entered into by it by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by the Transferor Company relating to the period on or after Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company, and accordingly the Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

- 12.4 Upon the Scheme becoming effective, the accumulated loss and the unabsorbed depreciation of the Transferor Company as per the Tax Laws (including provisions of Income-tax Act, 1961 read with relevant Rules thereunder) shall be deemed to be the loss or, as the case may be, allowance for unabsorbed depreciation of the Transferee Company from the Appointed Date of the Scheme. From the Appointed Date, the Transferee Company shall be allowed to carry forward such accumulated loss and unabsorbed depreciation and set it off against its taxable income.

### 13. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 13.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on its business with reasonable diligence in the ordinary course of business. The Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of the Transferor Company or any part thereof.
- 13.2 With effect from the Appointed Date and up to and including the Effective Date:
- 13.2.1 The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates,



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assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Transferee Company;

- 13.2.2 All profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- 13.2.3 Any rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company;
- 13.2.4 All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and, shall, in all proceedings, be dealt with accordingly; and
- 13.2.5 The Transferor Company shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the





prior written consent of the Board of Directors of the Transferee Company.

- 13.2.6 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any governmental authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company.

#### 14. SAVING OF CONCLUDED TRANSACTIONS

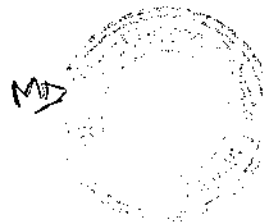
The transfer of properties and liabilities stated above and the continuance of the proceedings by or against the Transferee Company stated above shall not affect any transaction or proceedings already concluded by the Transferor Company to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

#### 15. RESOLUTIONS

Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, like resolutions are passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

#### 16. DIVIDEND, PROFITS, BONUS/RIGHT SHARES BY TRANSFEROR COMPANY

- 16.1 Except with the express consent of the Board of Directors of the Transferee Company during the pendency of the present Scheme being sanctioned and up to the Effective Date, the Transferor Company shall not:



- i. Declare any dividend for period commencing from the Appointed Date up to and including the Effective Date.
- ii. Issue or allot any right shares or bonus shares out of its authorized or unissued Share Capital for the time being.

16.2 Except with the express consent of the Board of Directors of the Transferor Company during the pendency of the present Scheme being sanctioned and up to the Effective Date, the Transferee Company shall not:

- (i) Declare any dividend for period commencing from the Appointed Date up to and including the Effective Date.
- (ii) Issue or allot any right shares or bonus shares out of its authorized or unissued Share Capital for the time being

#### 17. DISSOLUTION OF THE TRANSFEROR COMPANY

- 17.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.
- 17.2 On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned Registrar of Companies.

#### 18. CONSOLIDATION OF AUTHORISED CAPITAL AND AMENDMENT TO MEMORANDUM OF ASSOCIATION OF THE TRANSFEEE COMPANY

##### 18.1 Capital Clause:

- i. Upon this Scheme becoming effective, the authorised share capital of the Transferor Company amounting to INR 9,00,00,000/- (Rupees Nine Crore Only), as mentioned in Clause 3 above, shall be added to the authorised share capital of the Transferee Company as on the Effective Date, without any further act or deed and without any further payment of any stamp duty or registration fees. For this purpose, the stamp duty and fees already paid on the authorised share capital of the Transferor



Company shall be utilised and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any other further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent. The authorised share capital of the Transferee Company will thus be increased to that effect by virtue of the Scheme becoming effective and no separate procedure shall be required to be followed under the Act. Consequently, Clause V of the Memorandum of Association of the Transferee Company shall, without any act, instrument or deed, be and stand altered, modified and amended accordingly pursuant to applicable provisions of the Act.

- ii. Pursuant to the Scheme becoming effective and consequent upon the amalgamation of the Transferor Company with the Transferee Company, the Authorized Share Capital of the Transferee Company will be as under:

Particulars	Amount (INR)
<b>Authorized Share Capital</b>	
31,00,00,000 Equity Shares of Rs. 10 each	310,00,00,000
<b>Total</b>	<b>310,00,00,000</b>

- iii. Clause V of the Memorandum of Association of Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following Clause:

*"The Authorised Share Capital of the Company is Rs. 310,00,00,000/- (Rupees Three Hundred and Ten Crores only) divided into 31,00,00,000 (Thirty-one Crore) equity shares of Rs. 10/- (Rupees Ten) each."*

- iv. Further, subject to clause 18.3, the Transferee Company shall, if necessary and to the extent required, increase its Authorized Share Capital, to facilitate issue of shares as provided in this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties and the resolution approving the Scheme shall be deemed to be the approval for increase in the authorized share capital of the Transferee Company.



- v. Subject to clause 18.3, it is clarified that the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the consequential alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration of the Memorandum and Articles of Association of the Transferee Company.

**18.2 Object Clause:**

- i. Upon the Scheme becoming effective, the Object Clause of the Transferee Company i.e. Clause III[A] of the Memorandum of Association of the Transferee Company shall stand amended as per Annexure 1.
- ii. Upon the approval of the Scheme by the members of the respective companies pursuant to Sections 230 to 232 and other applicable provisions of the Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 or any other provisions of the Act for the commencement of any business or activities currently being carried on by the Transferor Company in relation to the objects contained in the Memorandum of Association of the Transferee Company, to the extent the same may be considered applicable. In particular, the Transferee Company would be allowed to commence the new business added as above upon the Scheme becoming effective. It is clarified that there will be no need to pass a separate resolution as required under Section 13 or any other provisions of the Act.
- 18.3 Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid amendments in the Memorandum of Association and Articles of Association of the Transferee Company viz. change in the Capital Clause and Object Clause referred above, shall become operative on the Scheme being effective by virtue of the fact that the shareholders of the Transferee Company, while approving the Scheme as a whole, have also resolved and accorded the relevant consents as required under Section 13, 14, 61, 64 or other applicable provisions of the Act and shall not be required to pass separate



resolutions as required under the Act, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company. However, the Transferee Company shall, if necessary and to the extent required, increase its authorized share capital, to facilitate issue of shares under this Scheme, on payment of applicable requisite fees and duties.

**19. CANCELLATION OF EXISTING PAID UP SHARE CAPITAL OF THE TRANSFEREE COMPANY**

- 19.1 Upon the scheme becoming effective, the shares of Transferee Company as held by Transferor Company shall stand cancelled by operation of law and shall amount to capital reduction. However, considering the issue of new shares to the shareholders of the Transferor Company, in terms of Clause 9 of the Scheme, there will not be net reduction of Share Capital of the Transferee Company.
- 19.2 Notwithstanding the reduction as mentioned in Clause 19.1 above and considering the consequential issue of shares to the shareholders of the Transferor Company pursuant to Clause 9 above, the Transferee Company shall not be required to add suffix "and reduced" to its name.
- 19.3 The reduction in share capital as contemplated in Clause 19.1 shall be effected as an integral part of the Scheme without having to follow the process under Section 66 and all other applicable provisions of the Act. The consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the above reduction, if any, under the provisions of Section 66 of the Act read with applicable rules made thereunder and no further resolution under Section 66 of the Act or any other applicable provisions of the Act, would be required to be separately passed. The order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act and other applicable provisions of the Act confirming such reduction and Transferee Company shall not be required to undertake any separate proceedings for such capital reduction.



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**PART III**  
**GENERAL TERMS AND CONDITIONS**

**20. APPLICATION TO NCLT OR OTHER APPROPRIATE AUTHORITIES**

20.1 The Transferor Company and the Transferee Company shall dispatch, make and file application under Section 230 to 232 of the Act and / or other applicable provisions of the Act to the NCLT Ahmedabad, for seeking order for dispensing with or convening, holding and conducting of, meeting of the shareholders and/or creditors of the concerned companies as may be directed by NCLT or such other appropriate authority for sanction of this Scheme and all matters ancillary or incidental thereto.

20.2 On the Scheme being approved by the requisite majorities of the shareholders and / or creditors of the Transferor Company and the Transferee Company, whether at meeting or otherwise, as prescribed under the law and / or as directed by the NCLT or such other Appropriate Authority, the Transferor Company and the Transferee Company shall dispatch and apply to the NCLT or such other appropriate authority for sanctioning of the Scheme under Section 230 to 232 and other applicable provisions of the Act, and for such other order or orders, as the NCLT or such other authority may deem fit for carrying this Scheme into effect.

**21. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

21.1 The Scheme is and shall be conditional upon and subject to the following:

21.1.1 The Scheme being approved by requisite majority in numbers and value of such classes of persons including the shareholders and creditors of the Transferor Company and the Transferee Company, as required under the Act or as may be directed by the NCLT.

21.1.2 The Scheme being sanctioned by the NCLT under Section 230 to Section 232 and all other applicable provisions of the Act; and



21.1.3 Certified Copy of the Order of the NCLT sanctioning this Scheme being filed with the Registrar of Companies having jurisdiction over the Companies.

**22. EFFECT OF NON-RECEIPT OF PERMITS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME**

- 22.1 The Transferor Company and the Transferee Company acting through their respective Boards shall each after receipt of written consent from other party, be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any Appropriate Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies or are of the view that it is not commercially desirable for the Transfer Company and / or Transferee Company to implement the Scheme. In the event of withdrawal of the Scheme under Clause 22.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Parties or their respective shareholders or creditors or employees or any other Person.
- 22.2 In the event of revocation/ withdrawal under Clause 22.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, each Company shall bear its own costs, unless otherwise mutually agreed.
- 22.3 If any clause or part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, through their respective Boards, affect the validity or implementation of the other clauses and / or other parts and/ or provisions of this Scheme.





22.4 Further, it is the intention of the Companies that such clause or part of the Scheme which is found to be unworkable shall be severable from the remainder of this Scheme and the Scheme shall not be affected if any clause or any part of this Scheme is found to be unworkable for any reason whatsoever unless the deletion of such clause or such part shall cause this Scheme to become materially adverse to any Company, in which case the Companies shall attempt to bring about a modification in this Scheme or cause such clause or such part to be null and void, including but not limited to such clause or such part.

### 23. MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 23.1 The Board of the Transferee Company and the Transferor Company acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the NCLT or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of the Transferor Company and the Transferee Company and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.
- 23.2 For the purpose of giving effect to this Scheme or to any modification thereof the Boards of the Transferor Company and the Transferee Company acting themselves or through authorized persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. It is clarified that individual companies acting themselves or through authorized persons may individually approach the NCLT or any other Appropriate Authority to seek clarifications for implementation of the Scheme.
- 23.3 It is clarified that if any modifications are required post satisfaction of the conditions precedent mentioned in Clause 21 and the Scheme having been made effective, the Effective Date shall not be affected by any such modifications that might be required to be made and the





Effective Date for such modified Scheme shall be same as the date on which Scheme was made effective prior to the modifications.

- 23.4 The consent of the shareholders and creditors of each of the Companies obtained in accordance with the Act, as applicable, shall be deemed to be sufficient for the purpose of effecting modification / amendment in this Scheme before or after the Effective Date and no separate consent of shareholders and creditors of the Companies shall be required for effecting any modification / amendment in the Scheme.

#### 24. RECONSTRUCTION OF ACCOUNTS

- 24.1 Upon coming into effect of this Scheme, the financial statements of the Transferor Company and Transferee Company prepared in accordance with the provisions of the Companies Act, 2013 and rules made thereunder, as amended from time to time, as and from the respective Appointed Date, may be reconstructed, if required, in accordance with and pursuant to the terms of this Scheme and necessary impact of the same may be provided in such financial statements of respective companies, if required.

#### 25. PROPERTY IN TRUST

- 25.1 Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom and pertaining to the Transferor Company is transferred, vested, recorded, effected and/ or perfected, in the records of the Appropriate Authority(ies), regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company shall be deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authority(ies) and till such time as may be mutually agreed by the Transferor Company and Transferee Company, the Transferor Company shall continue to hold the property and / or the asset, license, permission, approval as the case may be in trust on behalf of the Transferee Company.

#### 26. GENERAL TERMS AND CLAUSES

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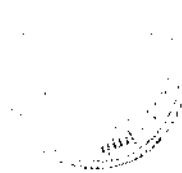


26.1 It is hereby clarified that submission of the Scheme to the NCLT and to Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Transferee Company and the Transferor Company may have under or pursuant to all Applicable Law.

26.2 On the approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company and such other classes of persons of the said Companies, if any, such shareholders and classes of persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the amalgamation, related matters and this Scheme itself.

**27: COSTS, CHARGES AND EXPENSES**

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.



**Annexure 1: Object Clause of the Transferee Company**

To establish, undertake, maintain, conduct, set up, run, operate, and/or to assist, finance and control hospitals, nursing homes, maternity homes, medical and X-Ray clinics, poly-clinics, dispensaries, health centres, medical check-up centres, psychiatric, surgical, orthopedic, diagnostic and physiotherapy centres, pathology laboratories and such other health services, facilities and conveniences, eye, ear and throat centres for prevention, cure, treatment, prophylactic of all and/ or any kind of diseases, illness, mental and physical trouble by and kind or branch/ system of medical science and to run for the patents health resorts and convalescing, homes.

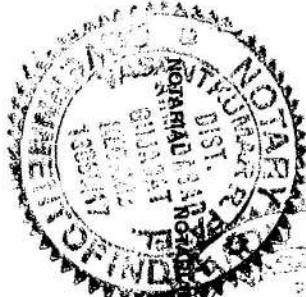
To carry on the business either itself and/or for others and manufacturers, manufacturers' representatives, dealers, traders, factors agents, suppliers, stockists, packers, distributors, exporters, and importers of all kinds, types, nature and description of medicines, drugs, pharmaceuticals, mixtures, powders, tablets, capsules, injections, oil, hair oil, compounds, formulations, health products, creams, medicated soaps, lotions, toilet goods, syrup tonics, pills, mother tinctures, triturations, glucose, nourishment foods, ointments, perfumes water for injections, bandages, medical and hospital instruments, equipments, surgical cotton and medicinal preparations and patents required for or used in allopathic treatment for prevention or prophylactic and or cure for human beings.



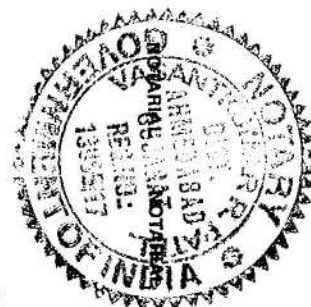
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Sr No. 639 / 2023  
SIGNED BY OFFICER

*V. K. Patel*  
VACANT POST  
NOTARY  
GOVT. OF INDIA

25 FEB 2023



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Annexure "B"

## ARCTUROS HEALTHCARE PRIVATE LIMITED

Registered office address: Admin. Office, 2nd Floor, TP-50, FP-55/2 RS No.22/2/2, Near J.B.R. House,  
Bodakdev Ahmedabad – 380054, Gujarat, India  
CIN: U85110GJ2022PTC131048

List of Assets of Arcturos Healthcare Private Limited as on 26<sup>th</sup> June 2023 to be transferred to Sterling Addlife India Private Limited, pursuant to the scheme sanctioned by the Hon'ble National Company Law Tribunal, Ahmedabad Bench.

### Schedule

#### Part I

##### Particulars of Freehold Properties

- (i) Land: Nil  
(ii) Building: Nil  
(iii) Plant and machinery:

Sr. No.	Nature of Property	City	Location address
1	Computers	Ahmedabad	Admin. Office, 2nd Floor, TP-50, FP-55/2 RS No.22/2/2, Near J.B.R. House, Bodakdev Ahmedabad – 380054, Gujarat

#### Part II

##### Particulars of Leasehold Properties

- (i) Land: Nil  
(ii) Building: Nil  
(iii) Plant and machinery: Nil

#### Part III

##### A. Particulars of Investment in Shares & Securities:

No. of shares and description	Face Value	Current Market Value
Nil		

##### B. Particulars of Bank Accounts:



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# ARCTUROS HEALTHCARE PRIVATE LIMITED

Registered office address: Admin. Office, 2nd Floor, TP-50, FP-55/2 RS No.22/2/2, Near J.B.R. House,  
Bodakdev Ahmedabad – 380054, Gujarat, India  
CIN: U85110GJ2022PTC131048

Sr. No.	Bank & Branch	Type of Account	Account No.
1	Kotak Mahindra Bank, Drive in Road, Ahmedabad	Current	0646682820
2	Kotak Mahindra Bank, Drive in Road, Ahmedabad	Current	0646682806
3	Kotak Mahindra Bank, Drive in Road, Ahmedabad	Current	0646682806

## C. Registration with Various Authorities under respective laws, Bodies etc. :

Name of Authority	Nature of registration	Registration Number
INCOME TAX DEPARTMENT	PAN	AAWCA8323R
	TAN	AHMA25052G
SALES TAX DEPARTMENT		NA
SERVICE TAX DEPARTMENT	S.T.REG.NO.	NA
	INPUT SERVICE DISTRIBUTOR	
	REG.NO.	NA
EXCISE & CUSTOMS	DGFT IE CODE NO.	NA
	BIN No.	NA
EXCISE REGISTRATION NO.		NA
MINISTRY OF INDUSTRIES GOVERNMENT OF INDIA		NA
REGISTRAR OF COMPANY'S CIN NO.		U85110GJ2022PTC131048
SMALL SCALE INDUSTRIES REG.NO. (GUJARAT) DIC OFFICE		NA
PF REGISTRATION NO.		NA
ESI REGISTRATION		NA
FACTORY LICENCE NO.		NA
PROFESSIONAL TAX REGISTRATION NO.		NA
LIC GROUP GRATUITY POLICY NO.		NA
CONTRACTUAL LABOUR REGISTRATION NO.		NA
Electric Connections		NA

D. VEHICLES: Nil



*[Handwritten Signature]*

Signature of the Director of the company