



adding life to years

HealthCare Global Enterprises Limited

CIN: L15200KA1998PLC023489

Registered Office: HCG Towers, No. 8, P Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru 560 027, Karnataka, India

Corporate Office: No. 3, Ground Floor, Tower Block, Unity Buildings Complex, Mission Road,
Bengaluru – 560027, Karnataka, India.

Telephone: +91-80-4020 6000, Fax: +91-80-4600 7748

Website: www.hcgel.com **E-mail:** investors@hcgoncology.com

MEETING OF UNSECURED CREDITORS

Date	:	Friday, 1 st day of December 2017
Time	:	4.00 p.m.
Venue	:	No. 9/1, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru – 560027

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Dated this 12th day of October 2017 at Bengaluru

Sd/-
Dr. B. S. Ajaikumar
Chairman for the meeting



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NOTICE CONVENING THE MEETING OF THE UNSECURED CREDITORS IN FORM NO. CAA 2

To,

The Unsecured Creditors of HealthCare Global Enterprises Limited (“the Company”),

Notice is hereby given that the meeting of the Unsecured Creditors of the company will be held at No. 9/1, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru – 560027 on Friday, the 1st day of December 2017 at 4.00 p.m. at which time and place the said creditors are requested to attend for the purpose of considering and if thought fit, approving, with or without modification, the Scheme of Amalgamation of HCG Pinnacle Oncology Private Limited (Transferor Company) with HealthCare Global Enterprises Limited (Transferee Company) and to consider and if thought fit, to pass, with or without modification, the following resolution:

“RESOLVED THAT pursuant to Sections 230 and 233 of the Companies Act, 2013 (the Act), enabling provisions in the Memorandum and Articles of Association of the Company and Companies (Compromise, Arrangement and Amalgamation) Rules, 2016 and the National Company Law Tribunal Rules, 2016 (the Rules) and other applicable provisions, if any, of the Act and the Rules and subject to sanction by the Regional Director, South Eastern Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, being obtained and subject to such terms and conditions and modification(s) as may be imposed, prescribed or suggested by the Regional Director, South Eastern Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, the Scheme of Amalgamation of HCG Pinnacle Oncology Private Limited with HealthCare Global Enterprises Limited in terms of the draft laid before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to sign, seal and deliver all documents, agreements and deeds and perform all acts, matters and things and to take all such steps as may be necessary or desirable to give effect to this resolution.”

The above mentioned Amalgamation, if approved by the meeting, will be subject to the subsequent approval of the Regional Director, South Eastern Region, Ministry of Corporate Affairs.

Notes:

1. The copy of the said Scheme of Amalgamation of HCG Pinnacle Oncology Private Limited with HealthCare Global Enterprises Limited, form of minutes and of the statement under section 230 can be obtained free of charge at the registered office of the company.
2. TAKE FURTHER NOTICE that each rupee constitutes one vote.
3. A copy of the Scheme of Amalgamation, the statement under Section 230 of the Companies Act, 2013, and attendance slip are enclosed.

Dated this 12th day of October 2017

Sd/-
Dr. B. S. Ajaikumar
Chairman for the meeting



adding life to years

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CIN: L15200KA1998PLC023489

Registered Office: HCG Towers, No. 8, P Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru 560 027, Karnataka, India

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EXPLANATORY STATEMENT UNDER SECTION 230 AND SECTION 102 OF THE COMPANIES ACT, 2013 TO THE NOTICE OF MEETING OF THE UNSECURED CREDITORS OF HEALTHCARE GLOBAL ENTERPRISES LIMITED

1. Separate meetings of the Shareholders, Secured and Unsecured Creditors of the Applicant/ Transferee Company to be held on Friday, the 1st day of December 2017 at No. 9/1, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru - 560027 are being convened for the purpose of considering and, if thought fit, approving with or without modification(s) the Scheme of Amalgamation of HCG Pinnacle Oncology Private Limited with Healthcare Global Enterprises Limited.
2. In this statement, HCG Pinnacle Oncology Private Limited is hereinafter referred to as "*Transferor Company*" and HealthCare Global Enterprises Limited is referred to as "*Transferee Company*". Where the context so requires, the Transferor Company and the Transferee Company are together referred to as the "*Companies*".
3. The Transferee Company was incorporated as a private limited company on 12/03/1998 under the provisions of the Companies Act, 1956 with the Registrar of Companies, Karnataka at Bengaluru under the name and style of "*Curie Centre of Oncology Private Limited*". Subsequently, the name of the company was changed to "*HealthCare Global Enterprises Private Limited*" w.e.f. 14/11/2005. Thereafter, the company was converted to a public limited company w.e.f. 05/07/2006 pursuant to which the name was changed to its present name "*HealthCare Global Enterprises Limited*" with the Registration No. L15200KA1998PLC023489 and PAN No. AAACC8412H. The Company listed equity shares of the Company with BSE Limited and National Stock Exchange of India Limited with effect from 30.03.2016. The Transferee Company is engaged in the business of rendering treatment to persons suffering from cancer, to carry on research therein and to train various persons in scientific methods of cancer treatment and to generally act as a provider of various services in the treatment for and research in the field of oncology.
4. The Registered Office of the Transferee Company is situated at HCG Tower, No. 8, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru 560 027 and the Corporate office of the Company is situated at No. 3, Tower Block, Unity Building Complex, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru -560027. The Company has not changed the name, registered office and objects of the company during the last five years.
5. The Transferor Company was incorporated as a private limited company on 26/12/2012 under the provisions of the Companies Act, 1956 with the Registrar of Companies, Karnataka at Bengaluru under the name and style of "*HCG Pinnacle Oncology Private Limited*" with the Registration No. U85191KA2012PTC067393 and PAN No. AADCH1313R. The Transferor Company is engaged in the business of rendering services to persons suffering from cancer, and to equip and generally act as a provider of various services in the treatment for and research in the field of Oncology. As on date, securities of the transferor company are not listed on any stock exchange.
6. The Registered office of the Transferor Company is situated at HCG Towers, No. 8, P Kalinga Rao Road, Sampangi Ramanagar, Bengaluru- 560 027. The Company has not changed the name, registered office and objects of the company during the last five years.
7. By the Scheme of Amalgamation, it is proposed to amalgamate the Transferor Company, which is a wholly owned subsidiary of the Transferee Company, to the Transferee Company in order to improve business focus, resulting in maximization of benefits to all stakeholders and provide better opportunity of growth.

8. Capital Structure

- a. The Authorized, issued, subscribed and paid-up share capital of the Transferee Company as on date is as follows:

AUTHORIZED SHARE CAPITAL	Amount (In Rs)
12,70,00,000 equity shares of Rs. 10/- each	1,27,00,00,000/-
ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL	Amount (In Rs)
8,57,12,986 equity shares of Rs. 10/- each fully paid up	85,71,29,860/-

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

AUTHORIZED SHARE CAPITAL	Amount (In Rs)
50,00,000 Equity Shares of face value of Rs.10/- each	5,00,00,000/-
ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL	Amount (In Rs)
20,54,571 Equity Shares of Rs.10/- each fully paid up	2,05,45,710/-

9. The Board of Directors of the Transferee Company had at its meeting held on August 11, 2017, unanimously approved the Scheme, subject to approval by the requisite majority of the shareholders of the Company and creditors of the Company, as may be required, and subject to the sanction of the Regional Director, South Eastern Region, Ministry of Corporate Affairs and of such other authorities as may be necessary.

The Directors listed below voted in favour of the resolution:

- i. Dr. B. S. Ajaikumar
- ii. Gangadhara Ganapati
- iii. Sudhakar Rao
- iv. Shanker Annaswamy
- v. Suresh C. Senapaty
- vi. Sampath T. Ramesh
- vii. Bhushani Kumar
- viii. Dr. Amit Varma
- ix. Dr. Ramesh S. Bilimagga

All the Directors participated and voted on the resolution and none of the Directors voted against the resolution.

10. **REPORT UNDER SECTION 230 AND 233 OF THE COMPANIES ACT, 2013**

- A. HCG Pinnacle Oncology Private Limited, transferor Company, is a wholly owned subsidiary of HealthCare Global Enterprises Limited, transferee Company.
- B. Under the proposed Scheme, the entire assets and liabilities of the entire undertaking of the Transferor Company is proposed to be transferred to and vested in HealthCare Global Enterprises Limited. The said scheme will be effective from April 1, 2016 the Appointed Date
- C. The objectives of the above scheme are as follows:
 - a) The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, superior deployment of brand promotion, sales and distribution strategies and create a consolidated and diversified base for future growth of the amalgamated entity with a wider presence in the health and oncology segment. The amalgamation will result in administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.

- b) The amalgamation will increase competitiveness of the Transferee Company since the Transferor Company and the Transferee Company are carrying on business in the field of healthcare services and oncology. The consolidation of activities of the Transferor Company with the Transferee Company by way of an amalgamation will lead to operational synergies, greater efficiency and economical operations for future growth of the Transferee Company.
- c) The amalgamation would result in greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value, and will improve the competitive position of the combined entity.
- d) The amalgamation will provide for pooling of the managerial, technical and financial resources of the Transferor Company and the Transferee Company which will help in increasing the competitiveness of the Transferee Company.
- e) The amalgamation would result in greater efficiency in cash management of the amalgamated entity, and unfettered access to cash flow generated by the combined business, which can be deployed more efficiently to fund growth opportunities, to maximize shareholder value.

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of Transferor Company with Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of both the companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 233 and other relevant provisions of the Companies Act, 2013.

- D. Share Exchange Ratio: The entire Issued, Subscribed and Paid-up Equity Share Capital of the Transferor Company is held by the Transferee Company. Hence, upon the Scheme becoming effective and upon amalgamation of the Transferor Company into the Transferee Company in terms of this Scheme, no shares of the Transferee Company shall be allotted in lieu or exchange of the equity shares held by the Transferee Company in the Transferor Company and the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled.
- E. Valuation report:
Considering that the transferor company is the Wholly Owned Subsidiary of the transferee Company, there does not arise any requirement for allotment of shares upon amalgamation. Hence, there is no need for valuation report.
- F. Details of the order of the Tribunal directing the calling, convening and conduct of the meeting -
Date of the order: Not applicable, since the proposed merger is in terms of Section 233 of the Companies Act, 2013
Date, time and venue of the meeting: Refer the notice calling Extraordinary General Meeting.
- G. The Directors of the Applicant Company have no vested interest in the above merger between the Applicant Company and the Transferor Company.
- H. As per the Audited balance sheet of the Transferee Company made upto March 31, 2017 the assets and liabilities of the company are as follows:

Liabilities	Amount (Rs. in Million)	Assets	Amount (Rs. in Million)
Share capital	857.13	Non-Current Assets	6739.96
Reserves and surplus	4663.67	Current Assets	2269.20
Non-Current liabilities	1027.05		
Current liabilities	2461.31		
TOTAL	9009.16	TOTAL	9009.16

Subsequent to the date of the aforesaid audited accounts, there has been no substantial change in the financial position of the Transferee Company excepting those arising or resulting from the usual course of business.

- I. As per the Audited balance sheet of the Transferor Company made upto March 31, 2017, the assets and liabilities of the Transferor Company are as follows:

Liabilities	Amount (In Rs.)	Assets	Amount (In Rs.)
Share capital	10,00,000	Non-current Assets	28,89,79,905
Reserves and surplus	(5,08,68,833)	Current Assets	7,30,42,266
Non-Current liabilities	33,18,93,983		
Current liabilities	7,99,97,021		
Total	36,20,22,171	Total	36,20,22,171

Subsequent to the date of the aforesaid audited accounts, there has been no substantial change in the financial position of the Transferor Company excepting those arising or resulting from the usual course of business.

- J. There are no investigation proceedings pending against the Applicant Company under Sections 235 to 251 or any other provisions of the Companies Act, 1956 or Sections 206 to 229 of the Companies Act, 2013.
- K. Names of the promoters and directors of the Transferee Company along with their addresses.

LIST OF DIRECTORS	
Sl. No.	Name, Designation, DIN and address
1.	Dr. B. S. Ajaikumar, Chairman & CEO, 00713779, 850, Park House, Mirza Road, Nazarbad, Mysore, Karnataka, India, 570010
2.	Gangadhara Ganapati, Director, 00489200, 2671, Marshall Drive, Palo Alto, 94303, United States of America
3.	Sudhakar Rao, Independent Director, 00267211, Apartment D, 1 st Floor, Spring Leaf Apartments, No. 6, Brunton Cross Road, Bengaluru, Karnataka, India - 560025
4.	Shanker Annaswamy, Independent Director, 00449634, Villa No A-265, East Drive Prestige Ozone, Whitefield, Bengaluru, Karnataka, India - 560066
5.	Suresh C. Senapaty, Independent Director, 00018711, 301, Brigade Lavelle 1, Lavelle Road, Bengaluru Karnataka, India - 560001
6.	Sampath T. Ramesh, Independent Director, 03522398, No. 5, Classic Orchids, Behind Meenakshi Temple, PH-2, Kothanur Village, Off Bannerghatta, Bengaluru, Karnataka, India - 560076
7.	Bhushani Kumar, Independent Director, 07195076, No. 13/6, 6 th Cross, Ashok Nagar, Banashankari 1 st Stage, Bengaluru, Karnataka, India - 560050
8.	Dr. Amit Varma, Director, 02241746, 49B, Aradhana Enclave, R.K. Puram, Sector-13, Ring Road, New Delhi, Delhi, India - 110066
9.	Dr. Ramesh S. Bilimagga, Director, 00518434, Flat No. 206, B Block 45/6, Neeladri Mahal Apartments, Nandidurga Road, Bengaluru, Karnataka, India - 560046
LIST OF PROMOTERS	
Sl. No.	Name, Designation, DIN and address
1.	Dr. B. S. Ajaikumar, Chairman & CEO, 00713779, 850, Park House, Mirza Road, Nazarbad, Mysore, Karnataka, India - 570010
2.	Dr. Ramesh S. Bilimagga, Director, 00518434, Flat No. 206, B Block 45/6, Neeladri Mahal Apartments, Nandidurga Road, Bengaluru, Karnataka, India - 560046
3.	Dr. Ganesh Nayak, No. 8, 7 th Cross, Jakkasandra, Koramangala Bengaluru, Karnataka, India - 560034
4.	Dr. Gopichand Mamillapalli, H No. 33-25-33, Ch Venkata Krishnayya Street, City Cancer Centre, Suryaraopet, Vijayawada, Andhra Pradesh, India - 520002
5.	Dr. K. S. Gopinath, No. 20, Srinivasa, 6 th Main Road, Behind Balaji Kalyanamantapa, BSK 3 rd stage, Bengaluru, Karnataka, India - 560085

L. Names of the promoters and directors of the Transferor Company along with their addresses

LIST OF DIRECTORS	
Sl. No.	Name, Designation, DIN and address
1.	Dr. B. S. Ajaikumar, Director, 00713779, 850, Park House, Mirza Road, Nazarbad, Mysore - 570010, Karnataka, India
2.	Anant S. Kittur, Director, 07215374, # 102, H M Winsford, 7 th Main, 3 rd Block, Koramangala, Bengaluru - 560034, Karnataka, India

LIST OF PROMOTERS	
Sl. No.	Name, CIN and address
1.	HealthCare Global Enterprises Limited bearing CIN L15200KA1998PLC023489 having Registered Office at HCG Tower, No. 8, P Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru 560 027

M. Disclosure about the effect of the Amalgamation on:

- | | |
|--|--|
| (a) Key managerial personnel: | None |
| (b) Directors: | None |
| (c) Promoters: | None |
| (d) Non-promoter members: | None |
| (e) Depositors: | Not applicable, since there are no depositors |
| (f) Creditors: | The Creditors of the transferor company will become creditors of the transferee company. |
| (g) Debenture holders: | Not applicable, since there are no debenture holders |
| (h) Deposit trustee and debenture trustee: | Not applicable |
| (i) Employees of the Company: | Employees of the Transferor Company will become employees of the Transferee Company. |

N. The Scheme is filed with the Registrar on 25th September 2017.

11. Inspection of the following documents may be taken at the Registered Office of the Transferee Company on any working day (except Saturday and Sunday) prior to the date of the meeting between 10.00 A.M. to 4.00 PM.
- Scheme of Amalgamation.
 - Memorandum and Articles of Associations of the Transferor and the Transferee Companies.
 - Annual Report of the Transferor and the Transferee Companies for the year ended 31/3/2017.
 - The Certificate issued by the Auditor of the Company to the effect that the accounting treatment, if any, proposed in the Scheme of Compromise or Arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
 - Contracts or agreements material to the compromise or arrangement.
12. This statement may also be treated as an Explanatory Statement under Section 102 of the Companies Act, 2013.
13. After the Scheme of Amalgamation is approved by you, it will be further subject to the approval by **The Regional Director, South Eastern Region, Ministry of Corporate Affairs.**

Dated this 12th Day of October 2017

Sd/-
Dr. B. S. Ajaikumar
Chairman appointed for the meeting

Registered Office:
HCG Tower, No. 8,
P Kalinga Rao Road,
Sampangi Rama Nagar,
Bengaluru 560 027

FORM NO. CAA. 10

[Pursuant to section 233(1) (C) read with rule 25(2) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

DECLARATION OF SOLVENCY

1. (a) Corporate identity number (CIN) of company: L15200KA1998PLC023489
(b) Global location number (GLN) of company:
2. (a) Name of the company: HealthCare Global Enterprises Limited
(b) Address of the Registered Office of the company: HCG Tower, No. 8,
P Kalinga Rao Road,
Sampangi Rama Nagar,
Bengaluru 560 027
E-mail ID of the company: sunumanuel@hcgoncology.com
3. (a) Whether the company is listed:
 Yes
 No
(b) If listed, please specify the name(s) of the stock exchange(s) where listed:
BSE Limited
National Stock Exchange of India Limited
4. Date of Board of Directors' resolution approving the scheme August 11, 2017

DECLARATION OF SOLVENCY

We, Dr. B. S. Ajaikumar S/o Basavalinga Sadashivaiah Aged about 66 years and residing at No. 12, Park House, Mirza Road, Nazarbad, Mysore - 570010, Karnataka, India and

Dr. B. S. Ramesh, S/o Shankappa Setty, Aged about 66 years and residing at 206 B Block, Neeladri Mahal, 45-6, Nandidurga Road, Jayamahal Extension, Bengaluru - 560046, Karnataka, India and

Gangadhara Ganapati, S/o Tyagaraja Gangadharan, Aged about 51 years and residing at 2671, Marshall DR, Palo Alto, CA 94303 - 3654 the directors of M/s HealthCare Global Enterprises Limited do solemnly affirm and declare that we have made a full equity into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as at 31st March 2017 being the latest date of making this declaration.

We further declare that, the company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, Karnataka.

Signed for and behalf of the board of directors

Date : September 18, 2017
Place: Bengaluru

(1) Signature
Name

Sd/-
Dr. B. S. Ajaikumar
Chairman & CEO

(2) Signature
Name

Sd/-
Dr. B. S. Ramesh
Director

(3) Signature
Name

Sd/-
Gangadhara Ganapati
Director

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the Scheme of Amalgamation of HCG Pinnacle Oncology Private Limited (Transferor Company) with HealthCare Global Enterprises Limited (Transferee Company) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Date : September 18, 2017
Place: Bengaluru

(1) Signature
Name

Sd/-
Dr. B. S. Ajaikumar
Chairman & CEO

(2) Signature
Name

Sd/-
Dr. B. S. Ramesh
Director

(3) Signature
Name

Sd/-
Gangadhara Ganapati
Director

Solemnly affirmed and declared at Bengaluru, the 18th day of September 2017.

Identified by me

ADVOCATE

Notary Public

Attachments:

- a) Copy of board resolution dated August 11, 2017
- b) Statement of assets and liabilities as on March 31, 2017
- c) Auditor's report as on March 31, 2017

ANNEXURE

Statement of assets and liabilities as at

31st March 2017

Name of the company

Healthcare Global Enterprises Limited

Assets

	Book Value	Estimated Realisable value
1. Balance at Bank	7953,78,708	7953,78,708
2. Cash in hand	67,83,595	67,83,595
3. Marketable securities	749,15,899	749,15,899
4. Bills receivables	-	-
5. Trade debtors	10023,94,792	10023,94,792
6. Loans & advances	8426,00,325	8426,00,325
7. Unpaid calls	-	-
8. Stock-in-trade	1430,69,403	1430,69,403
9. Work in progress	-	-
10. Freehold property	10100,53,560	20775,74,110
11. Leasehold property	3641,36,507	3641,36,507
12. Plant and machinery	22364,89,984	22364,89,984
13. Furniture fittings, utensils etc.	545,76,501	545,76,501
14. Patent, trademarks, etc	-	-
15. Investments other than marketable securities	13397,94,860	13397,94,860
16. Other property	10565,96,986	10565,96,986
Total:	89267,91,120	99943,11,670

Liabilities

	Estimated to rank for payment (to the nearest rupee)
1. Secured on specific assets	8684,51,294
2. Secured by floating charge(s)	-
3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full.	-
4. Unsecured creditors (amounts estimated to rank for payment)	
(a) Trade accounts	5795,69,498
(b) Bills payable	-
(c) Accrued expense	5514,09,115
(d) Other liabilities	14970,89,003
(e) Contingent liabilities	13353,96,582
Total:	48319,15,491
Total estimated value of assets	₹ 99943,11,670
Total liabilities	₹ 48319,15,491
Estimated surplus after paying debts in full	₹ 51623,96,178

Note: The above statement does not includes inter-company balances between holding company and its wholly owned subsidiary, HCG Pinnacle Oncology Private Limited

Date : September 18, 2017

Place: Bengaluru

(1) Signature
Name

Sd/-
Dr. B. S. Ajaikumar
Chairman & CEO

(2) Signature
Name

Sd/-
Dr. B. S. Ramesh
Director

(3) Signature
Name

Sd/-
Gangadhara Ganapati
Director



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Website: www.hcgel.com **E-mail:** investors@hcgoncology.com

CERTIFIED TRUE EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF HEALTHCARE GLOBAL ENTERPRISES LIMITED, HELD ON FRIDAY, THE 11TH DAY OF AUGUST 2017, AT THE CORPORATE OFFICE OF THE COMPANY, AT NO. 3, GROUND FLOOR, TOWER BLOCK, UNITY BUILDINGS COMPLEX, MISSION ROAD, BENGALURU – 560027

TO CONSIDER AND APPROVE THE MERGER OF HCG PINNACLE ONCOLOGY PRIVATE LIMITED, SUBSIDIARY OF THE COMPANY WITH THE COMPANY.

“RESOLVED THAT pursuant to the provisions of Sections 230 and such applicable provisions, if any, in Companies Act, 2013, and enabling provisions in the Memorandum and Articles of Association of the Company and subject to the requisite approvals, and subject to the sanction of the jurisdictional National Company Law Tribunal, Regional Director or such other competent authority, as may be applicable, the consent of the Board of Directors be and is hereby accorded for the Draft Scheme of Amalgamation, (“the Scheme”) of HCG Pinnacle Oncology Private Limited, 100% subsidiary of the Company with the Company with effect from April 01, 2016 (the Appointed Date), which was placed before the meeting duly initialed by the Chairman for the purpose of identification and that Dr. B. S. Ajaikumar, Chairman & CEO, Mr. Anant S. Kittur, Director–Projects, Mr. Yogesh Patel, Chief Financial Officer and Ms. Sunu Manuel, Company Secretary of the Company be and are hereby severally authorized to do all such things as may be required to give effect to this resolution.”

CERTIFIED TRUE COPY

For HealthCare Global Enterprises Limited

Sd/-

Sunu Manuel

Company Secretary

INDEPENDENT AUDITOR'S REPORT

To The Members of HealthCare Global Enterprises Limited

Report on the Standalone Financial Statements

We have audited the accompanying standalone financial statements of **HealthCare Global Enterprises Limited** ("the Company"), which comprise the Balance Sheet as at 31 March, 2017, and the Statement of Profit and Loss including Other Comprehensive Income, the Cash Flow Statement and the Statement of Changes in Equity for the year then ended, and a summary of the significant accounting policies and other explanatory information (hereinafter referred to as "the standalone financial statements").

Management's Responsibility for the Standalone Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) prescribed under section 133 of the Act.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these standalone financial statements based on our audit.

In conducting our audit, we have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act, the Rules made thereunder and the Order under section 143 (11) of the Act.

We conducted our audit of the standalone financial statements in accordance with the Standards on Auditing specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the standalone financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the standalone financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the standalone financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the standalone financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the standalone financial statements.

We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion on the standalone financial statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards and the accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March, 2017, and its profit, total comprehensive income, its cash flows and the changes in equity for the year ended on that date.

Report on Other Legal and Regulatory Requirements

1. As required by Section 143(3) of the Act, based on our audit, we report to the extent applicable that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet, the Statement of Profit and Loss including Other Comprehensive Income, the Cash Flow Statement and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the aforesaid standalone financial statements comply with the Indian Accounting Standards prescribed under section 133 of the Act.
 - (e) On the basis of the written representations received from the directors as on 31 March, 2017 taken on record by the Board of Directors, none of the directors is disqualified as on 31 March, 2017 from being appointed as a director in terms of Section 164(2) of the Act.
 - (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure A". Our report expresses an unmodified opinion on the adequacy and operating effectiveness of the Company's internal financial controls over financial reporting.
 - (g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditor's) Rules, 2014, as amended, in our opinion and to the best of our information and according to the explanations given to us:
 - i. The Company has disclosed the impact of pending litigations on its financial position in its standalone financial statements.
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
 - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.
 - iv. The Company has provided requisite disclosures in the standalone financial statements as regards its holding and dealings in Specified Bank Notes as defined in the Notification S.O. 3407(E) dated the 8th November, 2016 of the Ministry of Finance, during the period from 8th November 2016 to 30th December 2016. Based on audit procedures performed and the representations provided to us by the management we report that the disclosures are in accordance with the books of account maintained by the Company.
2. As required by the Companies (Auditor's Report) Order, 2016 ("the order" or "CARO 2016") issued by the Central Government in terms of Section 143(11) of the Act, we give in "Annexure B" a statement on the matters specified in paragraphs 3 and 4 of the Order.

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
(Firm's Registration No. 008072S)

V. Balaji
Partner
(Membership No. 203685)

BENGALURU, May 24, 2017

ANNEXURE "A" TO THE INDEPENDENT AUDITOR'S REPORT

(Referred to in paragraph (f) under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)

Report on the Internal Financial Controls Over Financial Reporting under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of **HealthCare Global Enterprises Limited** ("the Company") as of 31 March 2017 in conjunction with our audit of the standalone financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting ("the Guidance Note") issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note issued by the Institute of Chartered Accountants of India and the Standards on Auditing prescribed under Section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

Meaning of Internal Financial Controls Over Financial Reporting

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future

periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, to the best of our information and according to the explanations given to us, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31 March 2017, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note issued by the Institute of Chartered Accountants of India.

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
(Firm's Registration No. 008072S)

V. Balaji
Partner
(Membership No. 203685)

BENGALURU, May 24, 2017

ANNEXURE B TO THE INDEPENDENT AUDITOR'S REPORT

(Referred to in paragraph 2 under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)

- (i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.
- (b) The Company has a programme of verification of fixed assets to cover all items in a phased manner over a period of 3 years which, in our opinion, is reasonable having regard to the size of the Company and nature of its assets. Pursuant to the programme, certain fixed assets were physically verified by the Management. According to the information and explanation given to us, no material discrepancies were noted on such verification.
- (c) With respect to immovable properties of land and buildings that are freehold, according to the information and explanations given to us and based on the confirmations received from the lenders with whom the title deeds have been pledged as security for loans, we report that, the title deeds of such immovable properties are held in the name of the Company as at the balance sheet date, except in the case of following:

Particulars of the land and building	Gross Block (as at 31-Mar-17) Rs. in Million	Net Block (as at 31-Mar-17) Rs. in Million	Remarks
Freehold Land ad measuring 22,320 sq feet and buildings thereon	150.72	127.31	The title deeds are in the name of Healthcare Global Vijaya Oncology Private Limited, erstwhile Company that was merged with the Company under Section 391 to 394 of the Companies Act, 1956 in terms of the approval of the Honorable High Courts of judicature.
Freehold Land ad measuring 19,518 sq feet and buildings thereon	156.53	130.09	The title deeds are in the name of HCG Medisurge Hospitals Private Limited, erstwhile Company that was merged with the Company under Section 391 to 394 of the Companies Act, 1956 in terms of the approval of the Honorable High Courts of judicature.
Freehold land ad measuring 45,083 sq feet and buildings thereon	270.60	239.32	The title deeds are in the name of Banashankari Medical and Oncology Research Centre Private Limited, erstwhile Company that was merged with the Company under Section 391 to 394 of the Companies Act, 1956 in terms of the approval of the Honorable High Court of judicature.

In respect of immovable properties of land and buildings that have been taken on lease and disclosed as fixed asset in the financial statements, the lease agreements are in the name of the Company, where the Company is the lessee in the agreement.

- (ii) As explained to us, the inventories were physically verified during the year by the Management at reasonable intervals and no material discrepancies were noticed on physical verification.
- (iii) According to the information and explanations given to us, the Company has granted loans, secured or unsecured, to companies covered in the register maintained under section 189 of the Companies Act, 2013, in respect of which:
- (a) The terms and conditions of the grant of such loans are, in our opinion, prima facie, not prejudicial to the Company's interest.

- (b) The schedule of repayment of principal and payment of interest has been stipulated and repayments or receipts of principal amounts and interest have been regular as per stipulations.
- (c) There is no overdue amount remaining outstanding as at the year-end.
- (iv) In our opinion and according to the information and explanations given to us, the Company has complied with the provisions of Sections 185 and 186 of the Companies Act, 2013 in respect of grant of loans, making investments and providing guarantees and securities, as applicable.
- (v) According to the information and explanations given to us, the Company has not accepted any deposit during the year.
- (vi) We have broadly reviewed the cost records maintained by the Company pursuant to the Companies (Cost Records and Audit) Rules, 2014, as amended prescribed by the Central Government under sub-section (1) of Section 148 of the Companies Act, 2013, and are of the opinion that, prima facie, the prescribed cost records have been made and maintained.
- (vii) According to the information and explanations given to us, in respect of statutory dues:
- (a) The Company has been regular in depositing undisputed statutory dues, including Provident Fund, Employees' State Insurance, Income-tax, Sales Tax, Service Tax, Customs Duty, Excise Duty, Value Added Tax, cess and other material statutory dues applicable to it to the appropriate authorities.
- (b) There were no undisputed amounts payable in respect of Provident Fund, Employees' State Insurance, Income-tax, Sales Tax, Service Tax, Customs Duty, Excise Duty, Value Added Tax, cess and other material statutory dues in arrears as at 31 March 2017 for a period of more than six months from the date they became payable.
- (c) Details of dues of Income-tax, Sales Tax, Service Tax, Customs Duty, Excise Duty, and Value Added Tax which have not been deposited as on March 31, 2017 on account of disputes are given below:

Name of Statute	Nature of Dues	Forum where Dispute is Pending	Period to which the Amount Relates	Rs. in Million
Andhra Pradesh Value Added Tax Act, 2005	Value Added Tax	High Court of Judicature at Hyderabad, for the state of Telangana and the state of Andhra Pradesh	January 2011 to June 2014	2.08
The Central Excise Act, 1944	Excise duty	Commissioner of Central Excise	November 2009 to March 2014	15.13
Central Sales Tax Act, 1956	Central Sales Tax	Deputy Commissioner of Commercial Taxes (Appeals)	FY 2010-11	0.45

- (viii) In our opinion and according to the information and explanations given to us, the Company has not defaulted in the repayment of loans or borrowings to financial institutions and banks. The Company has not issued any debentures and did not have any borrowings from government.
- (ix) In our opinion and according to the information and explanations given to us, money raised by way of initial public offer and the term loans have been applied by the Company during the year for the purposes for which they were raised, other than temporary deployment pending application of proceeds.
- (x) To the best of our knowledge and according to the information and explanations given to us, no fraud by the Company and no material fraud on the Company by its officers or employees has been noticed or reported during the year.
- (xi) We draw attention to Note 41 of the standalone financial statements regarding managerial remuneration provided by the Company in excess of the limits specified in section 197 read with Schedule V to the Companies Act, 2013 for which the Company is in the process of seeking approval from the Central Government. Read with the above, in our opinion and according to the information and explanations given to us, the Company has paid managerial remuneration in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act, 2013.

- (xii) The Company is not a Nidhi Company and hence reporting under clause (xii) of the CARO 2016 is not applicable.
- (xiii) In our opinion and according to the information and explanations given to us the Company is in compliance with Section 177 and 188 of the Companies Act, 2013, where applicable, for all transactions with the related parties and the details of related party transactions have been disclosed in the financial statements etc. as required by the applicable accounting standards.
- (xiv) During the year the Company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures and hence reporting under clause (xiv) of CARO 2016 is not applicable to the Company.
- (xv) In our opinion and according to the information and explanations given to us, during the year the Company has not entered into any non-cash transactions with its directors or directors of its holding, subsidiary company or persons connected with them and hence provisions of section 192 of the Companies Act, 2013 are not applicable.
- (xvi) The Company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934.

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
(Firm's Registration No. 008072S)

V. Balaji
Partner
(Membership No. 203685)

BENGALURU, May 24, 2017

**SCHEME OF AMALGAMATION
OF
HCG PINNACLE ONCOLOGY PRIVATE LIMITED
WITH
HEALTHCARE GLOBAL ENTERPRISES LIMITED
AND THEIR RESPECTIVE SHAREHOLDERS
(Under Section 230 and 233 of the Companies Act, 2013)**

PREAMBLE

This Scheme of Amalgamation is to provide for the Amalgamation of HCG Pinnacle Oncology Private Limited (Transferor Company) with HealthCare Global Enterprises Limited (Transferee Company) and their respective shareholders. The Scheme is made pursuant to the provisions of Sections 230, 233 and other relevant provisions of the Companies Act, 2013.

I. BACKGROUND

- a) The Transferee Company is a well-established company engaged in the business of rendering treatment to persons suffering from cancer, carrying on research therein, and training various persons in scientific methods of cancer treatment and to generally act as a provider of various services in the treatment for and research in the field of oncology. The equity shares of the Transferee Company are listed on BSE Ltd and National Stock Exchange of India Limited.
- b) The Transferor Company is a wholly owned subsidiary of the Transferee Company, and is engaged in the business of rendering services to persons suffering from cancer and to equip and generally act as a provider of various services in the treatment for and research in the field of Oncology.

II. RATIONALE

The amalgamation of the Transferor Company with the Transferee Company would *inter alia* have the following benefits:

- a) The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, superior deployment of brand promotion, sales and distribution strategies and create a consolidated and diversified base for future growth of the amalgamated entity with a wider presence in the health and oncology segment. The amalgamation will result in administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.
- b) The amalgamation will increase competitiveness of the Transferee Company since the Transferor Company and the Transferee Company are carrying on business in the field of healthcare services and oncology. The consolidation of activities of the Transferor Company with the Transferee Company by way of an amalgamation will lead to operational synergies, greater efficiency and economical operations for future growth of the Transferee Company.
- c) The amalgamation would result in greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value, and will improve the competitive position of the combined entity.
- d) The amalgamation will provide for pooling of the managerial, technical and financial resources of the Transferor Company and the Transferee Company which will help in increasing the competitiveness of the Transferee Company.
- e) The amalgamation would result in greater efficiency in cash management of the amalgamated entity, and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities, to maximize shareholder value.

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the Transferor Company with Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of both the companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Sections 230, 233 and other relevant provisions of the Companies Act, 2013.

III. Parts of the Scheme

The Scheme is divided into following parts:

- (i) Part A - dealing with definitions of the terms used in this Scheme and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) Part B - dealing with the transfer and vesting of the undertaking of the Transferor Company with the Transferee Company;
- (iii) Part C - dealing with the accounting treatment for the amalgamation in the books of the Transferee Company; and with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

PART - A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to or inconsistent with the context thereof, the following expressions shall have the following meanings:

- 1.1 *"1956 Act"* means the Companies Act 1956, along with rules made thereunder.
- 1.2 *"Act"* means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendment thereof.
- 1.3 *"Amalgamation"* means amalgamation of Transferor Company into Transferee Company.
- 1.4 *"Appointed Date"* means April 1, 2016 or such other date as may be approved by the Regional Director, South Eastern Region, Ministry of Corporate Affairs or any other appropriate authority;
- 1.5 *"Assets"* shall have the meaning assigned to it in Clause 3.1 of this Scheme;
- 1.6 *"Board of Directors"* or *"Board"* means the board of directors of the Transferor Company or Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.7 *"Effective Date"* means the last of the dates specified in Clause 15 of this Scheme. References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" or "upon the Scheme coming into effect" shall mean the Effective Date;
- 1.8 *"Equity Share(s)"* means equity shares of the Transferor Company or Transferee Company, as the case may be;
- 1.9 *"Scheme"* or *"the Scheme"* or *"this Scheme"* or *"Scheme of Amalgamation"* means this scheme of amalgamation in its present form or with any modification(s) approved or directed by the Regional Director, South Eastern Region, Ministry of Corporate Affairs, pursuant to the provisions of Sections 230 and 233 of the Act;
- 1.10 *"Transferee Company"* means HealthCare Global Enterprises Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at HCG Tower, No. 8, P Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru 560 027, Karnataka.
- 1.11 *"Transferor Company"* means HCG Pinnacle Oncology Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at HCG Towers, No. 8, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru - 560027.

- 1.12 *“Undertaking of the Transferor Company”* means and includes all the properties, Assets, rights and powers of the Transferor Company; and all the debts, liabilities, duties and obligations of the Transferor Company.
- 1.13 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. CAPITAL STRUCTURE

- 2.1. The authorized, issued, subscribed and paid-up share capital of the Transferor Company as on 31.3.2017 is as under:

AUTHORIZED SHARE CAPITAL	Amount (In Rs)
50,00,000 Equity Shares of face value of Rs.10/- each	5,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (In Rs)
1,00,000 Equity Shares of Rs.10/- each fully paid up	10,00,000.00/-

The Company has issued additional 9,79,240 equity shares on 23rd May 2017 and 9,75,331 equity shares on 25th May 2017 resulting in increase of paid-up share capital of transferor company to 20,54,571 Equity Shares of Rs. 10/- each amounting to Rs. 2,05,45,710.

- 2.2. The authorized, issued, subscribed and paid up share capital of the Transferee Company as on 31.3.2017 is as under:

AUTHORIZED SHARE CAPITAL	Amount (In Rs)
12,70,00,000 fully paid equity shares of Rs. 10/- each	1,27,00,00,000/-
ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL	Amount (In Rs)
8,57,12,986 equity shares of Rs. 10/- each fully paid up	85,71,29,860/-

Subsequent to March 31, 2017, there has been no change in the capital structure of Transferee Company.

PART -B

TRANSFER AND VESTING OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

3. AMALGAMATION OF TRANSFEROR COMPANY

- 3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the whole of the Undertaking of the Transferor Company, including all properties, whether movable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, material or intellectual, present, future or contingent including but without being limited to all assets, lands, buildings, plant and machinery, furniture and fittings, capital work in progress and other fixed assets, current assets, receivables (whether in Indian Rupee or foreign currency), credits, investments, reserves, provisions, funds and all utilities including electricity, telephones, facsimile connections, installations and utilities, benefits or agreements and arrangements, powers, authorities, allotments, approvals, authorizations, tenancies in relation to the offices and/or residential properties for the employees or other persons, guest houses, trade and service names and marks, patents, copyrights and other intellectual property rights of any nature whatsoever, registrations, consents, privileges, liberties, and all the rights, title, interest, benefits, licenses (industrial or otherwise), municipal permissions, registrations, incentives, rebates, benefits and concessions to which the Transferor Company is entitled to in terms of the various statutes and/or schemes of the Union and State Governments including benefit of carry forward and set off of accumulated loss, allowance of unabsorbed depreciation, minimum alternate tax credit entitlement, sale tax benefit concessions and other benefits and credits to which the Transferor Company is entitled under Income-tax Act and advantages of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company (hereinafter referred to as *“Assets”*) and all secured and unsecured debts (whether undertaken in Indian Rupee or foreign currency) outstandings, liabilities (including contingent liabilities), duties and obligations shall be transferred to and vest in the Transferee Company so as to become on and from the Appointed Date the undertaking of the Transferee Company without any further act, instrument or deed.

- 3.2. Notwithstanding what is stated in Clause 3.1 above, it is expressly provided that such of the Assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, shall be so transferred by the Transferor Company to the Transferee Company without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company to the end and intent that the ownership and property therein passes to the Transferee Company on such handing over. In terms of this Scheme such transfer shall be effective from the Appointed Date.
- 3.3. In respect of such of the Assets belonging to the Transferor Company other than those referred to in sub-clause 3.1 above, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and / or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of section 233 of the Act.
- 3.4. In relation to those Assets belonging to the Transferor Company, which require separate documents of transfer, if any, the parties will execute the necessary documents, if and when required.
- 3.5. The transfer and vesting of all the Assets of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the Assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative Assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such Assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall be enlarged or extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any Assets of the 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 and the Transferee Company shall not be obliged to create any further or additional security. Similarly, the Transferee Company shall not be required to create any additional security over Assets of the Transferor Company vested in the Transferee Company under this Scheme for any loans, debentures, deposits or other financial assistance already availed by it and/or committed to be availed by it prior to the amalgamation and the charges, mortgages, and/or encumbrances in respect thereof shall not extend or be deemed to extend or apply to the Assets of the Transferor Company, as the case may be, vested in the Transferee Company under this Scheme.
- 3.6. Upon the coming into effect of this Scheme and on and from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall also be transferred to and be deemed to stand transferred to the Transferee Company without any further act, instrument or deed so as to become the debts, liabilities, duties and obligations of the Transferee Company pursuant to the provisions of section 233 of the Act. In respect of the debts, liabilities, duties and obligations of the Transferor Company, it is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen (though the Transferee Company may, if it deems appropriate, give notice to the creditors that the debts stand transferred to and assumed by the Transferee Company).
- 3.7. For the removal of doubts, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstanding as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.
- 3.8. The Transferee Company may at any time after the coming into effect of the Scheme, if so required under the provisions of any law for the time being in force or otherwise at its discretion, execute deeds of confirmation, in favour of secured creditors of the Transferor Company or in favour of any other party as directed by the Transferor Company with regard to any contract or arrangement to which the Transferor Company is a party or any other writings that may be necessary to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such confirmation in writing on behalf of the Transferor Company and to

implement or carry out all such formalities or compliance referred to above on behalf of the Transferor Company.

- 3.9. The provisions of this Scheme as they relate to the amalgamation of the Transferor Company with the Transferee Company, have been drawn up to comply with the conditions relating to “amalgamation” as defined under Section 2(1B) of the Income-Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent deemed necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

4. LEGAL PROCEEDINGS

If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the “**Proceedings**”) by or against the Transferor Company are pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have been continued and enforced by or against the Transferor Company, in the absence of the Scheme.

5. CONTRACTS AND DEEDS

- 5.1. All contracts, deeds, bonds, agreements, arrangements, incentives, licenses, permits, consents, registrations, engagements, sales tax deferrals and benefits exemptions, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, 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.
- 5.2. The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of this Clause 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.

6. SAVING OF CONCLUDED TRANSACTIONS

- 6.1. The transfer of the Assets and Liabilities of the Transferor Company under Clause 3 above, the continuance of the Proceedings under Clause 4 above and the effectiveness of contracts, deeds, permits and consents under Clause 5 above, shall not affect any transaction or the Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

7. EMPLOYEES

- 7.1. All the employees of the Transferor Company in service on the Effective Date shall, on and from the Effective Date, become the employees of the Transferee Company on the same terms and conditions on which they were employed on the Effective Date without treating it as a break, discontinuance or interruption in service on the said date. Accordingly the services of such employees for the purpose of the said Funds (as defined herein) or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 7.2. With regard to provident fund and gratuity fund or any other special funds or schemes created or existing for the benefit of such employees of the Transferor Company (hereinafter referred to as the “**said Funds**”),

upon the Scheme becoming effective, Transferee Company shall stand substituted for the Transferor Company in relation to the obligations to make contributions to the said Funds in accordance with the provisions thereof in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to the said Funds shall become those of the Transferee Company. The dues of the employees of the Transferor Company relating to the said Funds shall be continued to be deposited therein accordingly.

PART C

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE TRANSFEROR COMPANY AND THE TRANSFEE COMPANY

8. ACCOUNTING TREATMENT

8.1. On the Scheme becoming effective, the Transferee Company shall follow the method of accounting prescribed under Section 133 of the Companies Act, 2013 and Accounting Standard Ind AS 103, issued by the Institute of Chartered Accountants of India and notified by the National Advisory Committee on Accounting Standards, which is the applicable Accounting Standard.

9. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

9.1.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have been held and stood possessed of and shall hold and stand possessed of all of the Assets of the Transferor Company for and on account of, and in trust for, the Transferee Company. The Transferor Company hereby undertakes to hold the said Assets with utmost prudence until the Effective Date.

9.1.2 All the profits or income, taxes (including advance tax and tax deducted at source) or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be.

9.2. On and after the Appointed Date and until the Effective Date, the Transferor Company shall not without the prior written approval of the Board of Directors of the Transferee Company undertake (i) any material decision in relation to their businesses and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business) (iii) any new business, or discontinue any existing business or change the installed capacity of facilities.

9.3. With effect from the date of the Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the Transferor Company shall carry on its business and activities with reasonable diligence, prudence and in the same manner as carried on before and shall not (without the prior written consent of the Transferee Company) undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Undertaking of the Transferor Company or any part thereof except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company.

9.4. Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

10. CANCELLATION OF CERTAIN SHARES

10.1. The entire issued, subscribed and paid-up equity share capital of the Transferor Company is held by the Transferee Company. Hence, upon the Scheme becoming effective and upon amalgamation of the Transferor Company into the Transferee Company in terms of this Scheme, no shares of the Transferee Company shall be allotted in lieu or exchange of the equity shares and the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled.

11. DISSOLUTION OF THE TRANSFEROR COMPANY

Subject to an order being made by the Regional Director, South Eastern Region Ministry of Corporate Affairs, under Section 233 of the Act, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

12. AUTHORISED SHARE CAPITAL

12.1. Upon the Scheme becoming effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by the Transferor Company on their authorised share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorised Share capital and accordingly, the Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorised share capital.

12.2. 'Clause V' of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 61 to 64 and other applicable provisions of the Companies Act, 2013 by deleting the existing Clause and replacing it by the following:

"The Authorized Share Capital of the Company is Rs. 1,32,00,00,000/- (Rupees One Hundred and Thirty Two Crores Only) divided into 13,20,00,000 (Thirteen Crores Twenty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten only) each.

12.3. The approval of this Scheme by the shareholders of the Transferee Company under sections 230 and 233 of the Act, whether at a meeting or otherwise, shall be deemed to have the approval under sections 13, 14, 61, 64 and other applicable provisions of the Companies Act, 2013 and any other consents and approvals required in this regard.

12.4. The approval of this Scheme by the shareholders of the Transferee Company under sections 230 and 233 of the Act, whether at a meeting or otherwise, shall be deemed to have the approval under the applicable provisions of the Act and any other consents and approvals required in this regard.

13. APPLICATIONS

The Transferee Company shall, within 7 days of completion of the meetings under Section 230 (3) and (6) read with Rule 6 to 11 of the CCA Rules make necessary applications to Regional Director, South Eastern Region, Ministry of Corporate Affairs for sanctioning this Scheme pursuant to sections 233 and other applicable provisions of the Act and for an order or orders for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up. The Transferor Company and the Transferee Company shall also apply for such other approvals as may be necessary in law, if any, for bringing any provisions of this Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

14. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

14.1. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Regional Director, South Eastern Region, Ministry of Corporate Affairs, or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them for any reason whatsoever, including due to change in law. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to the Scheme or resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

14.2. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s) of the Transferor Company and the Transferee Company are authorized to determine to take all such steps and give all such directions as are necessary including directions dealing

with the approvals required to be taken and directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on the Transferor Company and the Transferee Company, in the same manner as if the same were specifically incorporated in this Scheme.

15. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS AND EFFECTIVE DATE OF SCHEME

15.1. The Scheme is conditional upon and subject to:

15.1.1 The sanction or approval under any law of the Regional Director, South Eastern Region, Ministry of Corporate Affairs, Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.

15.1.2 Approval of the Scheme by the requisite majority of the respective members and such class of persons of the Transferor Company and the Transferee Company pursuant to the provisions of Sections 230 and 233 of the Act and the provisions of Securities and Exchange Board of India Circular CIR/CFD/CMD/16/2015 dated November 30, 2015 (as amended from time to time) to the extent considered applicable.

15.1.3 The Scheme being sanctioned pursuant to Section 233 of the Act by the Regional Director, South Eastern Region, Ministry of Corporate Affairs on the petition by the Transferee Company as provided under the said provisions of the Act.

15.1.4 Receipt of such other approvals for the carrying on of the Undertaking by the Transferee Company, as identified by the boards of directors of the Transferee Company and Transferor Company (or authorised committees thereof).

15.2. This Scheme, although to come into operation from the Appointed Date, shall not become effective until the later of the following dates, namely:

15.2.1 The last of the dates on which the last of the aforesaid consents, approvals, resolutions and orders as mentioned in Clause 15.1 shall be obtained or passed; or

15.2.2 The last of the dates on which all necessary certified copies of orders of the Regional Director, South Eastern Region, Ministry of Corporate Affairs sanctioning the Scheme pursuant to section 233 of the Act shall be duly filed with the appropriate Registrar of Companies.

The last of such dates shall be the “**Effective Date**” for the purpose of this Scheme.

15.3. It is clarified that on the approval of the Scheme by the requisite majority of members and creditors of the Transferor Company and the Transferee Company pursuant to Section 230 (3) to (6) of the Act as aforesaid, it shall be deemed that the said members and creditors have also resolved and accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable. It is further clarified that there will be no need to pass any separate shareholders’ resolution(s) under such other provisions of the Act. Without prejudice to the generality of the foregoing, such single window approval of the shareholders pursuant to Section 233 of the Act shall, include approvals under Sections 11, 12, 13, 52 and 62 of the Companies Act, 2013 to the extent considered applicable.

16. POST SCHEME CONDUCT OF OPERATIONS

Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all Bank Accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee 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 is formally accepted by the Transferor Company and the Transferee Company concerned. Pursuant to the Scheme becoming effective the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income-tax Act, 1961 (including for minimum alternate tax purposes and tax benefits), service tax law and other tax laws, and to claim refunds and/or credits for Taxes paid (including minimum alternate tax), and to claim tax benefits under the said tax laws, and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

17. COSTS

All costs, charges and expenses including stamp duty and registration fee, if any, of any deed, document, instrument of Regional Director, South Eastern Region, Ministry of Corporate Affairs 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, unless otherwise agreed between the Transferor Company and the Transferee Company.

18. REVOCAION OF THE SCHEME

In the event of any of the said sanctions and approvals referred to in Clause 15 above not being obtained and/ or complied with and/ or satisfied and/ or this Scheme not being sanctioned by the Regional Director, South Eastern Region, Ministry of Corporate Affairs or order or orders not being passed as aforesaid before December 31, 2018 or such other date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company who are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s), this Scheme shall stand revoked, cancelled and be of no effect and in that event, 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 in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed. Further, the board of directors of the Transferor Company and the Transferee Company shall be entitled to withdraw the Scheme with the same consequences, as aforesaid if such boards are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the certified copies of the orders sanctioning the Scheme with any authority could have adverse implication on both/ any of the companies.

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HealthCare Global Enterprises Limited

CIN: L15200KA1998PLC023489

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ATTENDANCE SLIP

NAME AND ADDRESS OF THE UNSECURED CREDITORS:

I hereby record my/our presence at the meeting of the Unsecured Creditors of the Company held at No. 9/1, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru - 560027 on Friday, the 1st day of December, 2017 at 4.00 P.M.

Signature of the Unsecured Creditor : _____

Note : Unsecured Creditor is requested to sign and hand over this slip at the entrance of the meeting venue.

ROUTE MAP FOR THE VENUE OF THE MEETING

No. 9/1, P. Kalinga Rao Road, Sampangi Rama Nagar, Bengaluru - 560027

