KINDORAMA HEALTHCARE PRIVATE LIMITED
CIN: U85110KL2014FTC037144
Registered Office: XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024

NOTICE CONVENING THE MEETING OF THE UNSECURED CREDITORS OF KINDORAMA HEALTHCARE PRIVATE LIMITED, PURSUANT TO THE ORDER DATED 22nd JULY, 2026 OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, KOCHI BENCH.

MEETING DETAILS	
Day	**Thursday**
Meeting Date	**03rd September 2026**
Time	**IST 1:00 PM**
Mode of Meeting	**Hybrid ((Physical meeting and Video Conferencing ('VC') / other audio-visual means ('OAVM')**
Mode of Voting	**Remote e-voting and electronic voting during the meeting**
Venue of the meeting	**Registered office of Transferor Company**
Record date to identify the eligible creditors for receipt of notice and voting.	**30/06/2026**

	respective shareholders under Sections 230 to 232 of the Act (‘Scheme’)	
4.	Valuation Report dated 31st December 2025, issued by Mr. Sunoj Sanni, FCA, ACS, DISA (ICAI), IBBI Registered Valuer (Securities or Financial Assets), Registration No. IBBI/RV/03/2020/13033, recommending the Share Exchange Ratio for the proposed merger.	ANNEXED
5.	Proxy Form as per Companies Act, 2013 and Attendance slip of the tribunal convened meeting	ANNEXED

THE NOTICE OF THE MEETING, STATEMENT UNDER SECTIONS 102, 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016, AND RELEVANT ANNEXURES CONSTITUTE A SINGLE AND COMPLETE SET OF DOCUMENTS AND SHOULD BE READ IN CONJUNCTION WITH EACH OTHER, AS THEY FORM AN INTEGRAL PART OF THIS DOCUMENT

IN THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, KOCHI BENCH
CA(CAA)/09/KOB/2026

FORM NO. CAA. 2

[Pursuant to Section 230 (3) of the Companies Act, 2013 and rule 6 and 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016)]

In the matter of Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Merger amongst Kinder Women's Hospital and Fertility Centre Private Limited ('**Transferor Company**') and Kindorama Healthcare Private Limited ('**Transferee Company**') and their respective shareholders.

Kindorama Healthcare Private Limited (CIN: U85110KL2014FTC037144) a company incorporated under the provisions of the Companies Act, 1956 and a private limited company within the meaning of the Companies Act, 2013 and having its registered office at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024.

………………………… Transferee Company

NOTICE CONVENING THE MEETING OF THE UNSECURED CREDITORS OF KINDORAMA HEALTHCARE PRIVATE LIMITED

To,
The Unsecured Creditors of
Kindorama Healthcare Private Limited

Notice is hereby given that, by an Order dated July 22nd, 2026 in Company Scheme Application No. **CA(CAA)/09/KOB/2026** ('**Order**'), the Hon'ble National Company Law Tribunal, Kochi Bench (**'Hon'ble Tribunal'** or **'NCLT'**) has directed, *inter alia*, that a meeting of the unsecured creditors of the Transferee Company be convened and held on **3rd day of September 2026 at IST 1:00 PM at the registered office of the transferor company** through Hybrid Meeting (Physical meeting and Video Conferencing ('**VC**') / other audio visual means ('**OAVM**'), ('**Meeting**') to consider and, if thought fit, to approve, with or without modification(s), the Scheme of Merger amongst Kinder Women's Hospital and Fertility Centre Private Limited and Kindorama Healthcare Private Limited and their respective shareholders (**'Scheme'**). Pursuant to the Order of the NCLT as directed therein, the Meeting of the unsecured creditors of the Company will be held through Hybrid Mode (Physical meeting and Video Conferencing ('**VC**') / other audio-visual means ('**OAVM**'), in compliance with the provisions of the Companies Act, 2013 ('**Act**') read with the applicable general circulars issued by the Ministry of Corporate Affairs ('**MCA**') for VC/OAVM.

A copy of the Scheme of Merger, Explanatory Statement under section 102 read with sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and details & information as required under Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, are forming part of this notice. Persons entitled to attend and vote at the meeting (or respective meetings), may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the registered office of the company not later than 48 hours before the meeting. Forms of proxy forming part of this notice.

The Hon'ble National Company Law Tribunal, Bench at Kochi has appointed Mr. D Arvind, Former Member (Technical), NCLT as the chairperson for convening the said meeting.
Mr. Arjun Jagannivas, Company secretary has been appointed as the Scrutinizer to conduct voting process in a fair and transparent manner.

The Scheme, if approved by the requisite majority of unsecured creditors, as specified in the Companies Act, 2013, will be subject to subsequent approval of the Hon'ble Tribunal and such other approvals, permissions and sanctions from any other regulatory or statutory authority(ies) as may be deemed necessary.

The Statement under Section 102, 230 to 232 and other applicable provisions of the Act and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with a copy of the Scheme and other Annexures to the Statement are enclosed herewith. A copy of this Notice, Statement and the Annexures are available on the website of the Company at https://kinderhospitals.com, A copy of the Notice together with the accompanying documents can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the Registered Office of the Company at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024, up to the date of the Meeting from 10:30 a.m. (IST) to 04:00 p.m. (IST).

The unsecured creditors are requested to consider, and if thought fit, with or without modification(s), pass the following Resolution with requisite majority:

"RESOLVED THAT pursuant to the provisions of Section 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, read with the National Company Law Tribunal Rules, 2016, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 including any statutory modifications, amendments, re-enactments thereof for the time being in force, the applicable provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, no objections, confirmations, permissions from the Hon'ble National Company Law Tribunal, Bench at Kochi or such other competent authority as may be applicable, and the confirmation, permission, sanction and approval of the other statutory / regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, no objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the draft "Scheme of Merger between Kinder Women's Hospital and Fertility Centre Private Limited (Transferor Company) & Kindorama Healthcare Private Limited (Transferee Company) and their Respective Shareholders. ("Scheme"), providing for merger of the Transferor Company with the Transferee Company on a going concern basis with effect from 01.04.2026 (First Day of April, Two Thousand and Twenty Six) being the appointed date, as placed before the meeting and initialed by the chairman for the purpose of identification, be and is hereby approved and Board of Directors of the Company is hereby authorized to make any amendments in the scheme of merger with or without modification and for conditions, if any, which may be required and/or imposed and/or permitted by the NCLT, while sanctioning the Scheme and/or by any Government Authority".

"RESOLVED FURTHER THAT the Board be and is hereby authorized, empowered and directed to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to aforesaid resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications , amendments, limitations and/or conditions, if any which may be required and/or imposed by the Hon'ble National Company Law Tribunal, Bench at Kochi, while sanctioning the scheme of merger embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper".

Sd/-
Mr. D Arvind,
Chairperson - Tribunal Convened
Meeting of Kindorama Healthcare Private Limited

Dated 01st August 2026
Place: Ernakulam

NOTES:

1. Pursuant to the directions of the Hon’ble National Company Law Tribunal, Kochi Bench (**‘Hon’ble Tribunal’ ‘NCLT’**) vide its Order dated July 22, 2026, the Meeting of the unsecured creditors of the Company is being conducted through Hybrid mode (Physical meeting and Video Conferencing (‘**VC**’) / other audio-visual means (‘**OAVM**’), hereinafter referred to as VC/OAVM) to transact the business set out in the Notice convening this Meeting. The Meeting will be conducted in compliance with the provisions of the Companies Act, 2013 and Rules made there under, Circular issued by MCA for VC/OAVM and other applicable Circulars issued by the regulator.

   Accordingly, the Meeting of the unsecured creditors of the transferee Company will be convened on **Thursday, September 3, 2026,** at **1:00 PM (IST), at the registered office of the transferor company** for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Merger amongst Kinder Women’s Hospital and Fertility Centre Private Limited (‘Transferor Company’ or ‘Company’) and Kindorama Healthcare Private Limited (‘Transferee Company’) and their respective shareholders.

   Since the meeting is conducted through Hybrid Mode, the company is providing facility for voting by electronic means, remote-evoting facility and eletronic voting at the meeting, both are available for the unsecured creditors, and the business may be transacted through such voting;

   The Statement pursuant to Section(s) 102, 230 to 232 of the Act read with other applicable provisions of the Act, and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (**‘CAA Rules’**) read with Circulars in respect of the business set out in the Notice of the Meeting is annexed hereto.

   As per the directions contained in the Order of the Hon'ble National Company Law Tribunal ("NCLT") and in compliance with the applicable Ministry of Corporate Affairs ("MCA") Circulars, the Notice of the Meeting together with the accompanying documents referred to in the Index is being sent by registered post, speed post, courier, hand delivery or electronic mode. The Notice and accompanying documents have been sent by electronic mode to those unsecured creditors whose e-mail addresses are registered with the Company. Physical copies of the Notice and the accompanying documents have been sent to those unsecured creditors whose e-mail addresses are not available with the Company.

   Further, physical copies of the Notice together with the accompanying documents shall also be provided to any unsecured creditors upon request.

   The Notice convening the Meeting will be published through advertisement in (i) The Hindu, in English language and (ii) Malayala Manorama, in Malayalam language (both having wide circulation in Kerala i.e., the state where the Registered Office of the Company is situated).

The unsecured creditors may note that the aforesaid documents are also available on the website of the Company at https://kinderhospitals.com.

ONLY the unsecured creditors as on the Record Date (i.e., Tuesday, June 30, 2026, ('Record date') shall be entitled to exercise their voting rights on the Resolution proposed in the Notice and attend the Meeting. A person who is not an unsecured creditor as on the record date should treat the Notice for information purpose only.

The voting rights of the unsecured Creditors shall be that each unsecured creditor shall be eligible to exercise one vote.

The voting period for remote e voting (prior to the Meeting) shall commence on and from **Monday, August 31, 2026** at **9:00 a.m. (IST)** and shall end on **Wednesday, September 2, 2026** at **5:00 p.m. (IST)**. The remote e-voting module shall be disabled by CDSL thereafter. The Company is additionally providing the facility of e-voting at the Meeting for those who has not exercise remote e-voting.

PURSUANT TO THE PROVISIONS OF THE COMPANIES ACT, 2013, AN UNSECURED CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING MAY APPOINT A PROXY TO ATTEND AND VOTE ON HIS/HER BEHALF, AND SUCH PROXY NEED NOT BE AN UNSECURED CREDITOR OF THE COMPANY. UNSECURED CREDITORS ATTENDING THE MEETING PHYSICALLY ARE ELIGIBLE TO APPOINT A PROXY. TO BE VALID, THE DULY COMPLETED AND SIGNED PROXY FORM MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE APPLICANT COMPANY AT LEAST 48 HOURS BEFORE THE MEETING. VALID PROXIES SHALL BE CONSIDERED FOR THE PURPOSE OF QUORUM AND VOTING. THE PROXY FORM IS ENCLOSED HEREWITH.

SINCE THE UNSECURED CREDITORS ATTENDING THE MEETING THROUGH VC/OAVM ARE ABLE TO ATTEND AND VOTE AT THE MEETING ELECTRONICALLY, THE FACILITY FOR APPOINTMENT OF PROXIES BY SUCH UNSECURED CREDITORS SHALL NOT BE AVAILABLE

PROCESS AND MANNER FOR VOTING THROUGH ELECTRONIC MEANS

Pursuant to Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014, the Company has engaged CDSL to provide the facility of remote e-voting before the Meeting and electronic voting during the Meeting.

The remote e-voting period shall commence at 9:00 A.M. (IST) on 31st day of August 2026. and end at 5:00 P.M. (IST) on 2nd September 2026. Thereafter, the remote e-voting facility shall be disabled. The voting rights of the unsecured Creditors shall be that each Unsecured Creditor shall be eligible to exercise one vote.

Unsecured creditors who have not cast their votes through remote e-voting may cast their votes through the electronic voting system during the Meeting. Unsecured creditors who have already voted through remote e-voting may attend and participate in the Meeting but shall not be entitled to vote again.

KINDLY FOLLOW THE INSTRUCTIONS FOR REMOTE VOTING ELECTRONICALLY PROVIDED AS UNDER.

a. The voting period begins on Monday, August 31, 2026 at 9:00 a.m. (IST) from 09:00 AM (IST) and ends on Wednesday, September 02, 2026 at 5:00 p.m. (IST). The e-voting module shall be disabled for voting thereafter.

b. Central Depository Services (India) Limited (CDSL), being the agency appointed by the Company to provide the remote e-voting and electronic voting facility, shall send a User ID and Password to each Unsecured Creditor whose name appears in the records of the Company as on 30.06.2026 for accessing the e-voting portal.

c. Unsecured creditors should log on to the e-voting website www.cdslindia.com during the voting period.

d. Click on Shareholders/ Members.

e. Enter your User ID as XXXXXXXXXX

f. Next enter the Image Verification as displayed and Click on Login.

g. Enter your password as XXXXXXXX

h. After entering these details appropriately, click on "SUBMIT" tab.

i. Select the EVSN of Mention Company Name on which you choose to vote.

j. On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.

k. Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.

l. After selecting the resolution, you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

m. Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.

n. You can also take out print of the voting done by clicking on "Click here to print" option on the Voting page.

Helpdesk for Unsecured Creditors for any technical issues related to login through Depository i.e. CDSL

Login type	Helpdesk details
Unsecured Creditors with **CDSL**	Unsecured Creditors facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 21 09911

INSTRUCTIONS FOR CREDITORS ATTENDING THE UNSECURED CREDITORS MEETING THROUGH VC/OAVM & E-VOTING DURING MEETING ARE AS UNDER:

1. The procedure for attending meeting & e-Voting on the day of the tribunal convened meeting is same as the instructions mentioned above for e-voting.

2. The link for VC/OAVM to attend meeting will be available where the EVSN of Company will be displayed after successful login as per the instructions mentioned above for e-voting.

3. Unsecured Creditors who have voted through Remote e-Voting will be eligible to attend the meeting. However, they will not be eligible to vote at the meeting.

4. Unsecured Creditors are encouraged to join the Meeting through Laptops / IPads for better experience.

5. Further Unsecured Creditors will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.

6. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.

7. Unsecured Creditors desirous of seeking any information or clarification in relation to the Scheme may send their queries from their registered e-mail address to **cs.kindergroup@gmail.com** on or before **01st day of September 2026.**

8. Unsecured Creditors who would like to express their views or ask questions at Meeting through VC/OAVM may register themselves by sending a request from their registered e-mail address, mentioning their name of the company and name of Authorized Representative of the company, to **cs.kindergroup@gmail.com** between **31st August 2026** and **2nd September 2026**. The Chairperson may regulate the number of speakers and the sequence of speaking, depending upon the availability of time.

9. Unsecured Creditors requiring any technical assistance before or during the Meeting may contact **CDSL** at www.evotingindia.com or the CDSL helpline numbers specified in this Notice.

10. Only those Unsecured creditors, who are present in meeting through VC/OAVM facility or physically and have not casted their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system available during the meeting.

11. If any Votes are cast by the Unsecured creditors through the e-voting available during the meeting and if the same Unsecured creditors have not participated in the meeting through either physically or VC/OAVM facility, then the votes cast by such Unsecured creditors may be considered invalid as the facility of e-voting during the meeting is available only to the Unsecured creditors attending the meeting.

If you have any queries or issues regarding e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 21 09911

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, AVP, (CDSL,) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call at toll free no. 1800 21 09911

The Scheme shall be considered approved by the unsecured creditors of the Transferee Company if the resolution mentioned above in the notice has been approved at the Meeting by a majority of persons representing three-fourth in value of the un-secured creditors, present at the meeting, in terms of Sections 230 to 232 of the Act.

The results of the voting at the meeting will be declared within 48 hours of conclusion of the meeting.

The road map to the venue of the meeting is enclosed herewith for reference.

THE UNSECURED CREDITORS ARE REQUESTED TO CAREFULLY READ ALL THE NOTES SET OUT HEREIN AND IN PARTICULAR, INSTRUCTIONS FOR JOINING THE MEETING AND MANNER OF CASTING VOTE THROUGH REMOTE E-VOTING PRIOR TO THE MEETING OR E-VOTING DURING THE MEETING.

IN THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, KOCHI BENCH
CA(CAA)/09/KOB/2026

[Pursuant to Section 230 (3) of the Companies Act, 2013 and rule 6 and 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016)]

In the matter of Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Merger amongst Kinder Women's Hospital and Fertility Centre Private Limited ('**Transferor Company**') and Kindorama Healthcare Private Limited ('**Transferee Company**') and their respective shareholders.

Kindorama Healthcare Private Limited (CIN: U85110KL2014FTC037144) a company incorporated under the provisions of the Companies Act, 1956 and a private limited company within the meaning of the Companies Act, 2013 and having its registered office at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024.

………………………… **Transferee Company**

STATEMENT UNDER SECTION(S) 102, 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 ('ACT'), AND RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, ACCOMPANYING THE NOTICE OF THE MEETING OF THE UNSECURED CREDITORS OF KINDORAMA HEALTHCARE PRIVATE LIMITED PURSUANT TO THE ORDER OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, KOCHI, BENCH DATED 22nd JULY 2026.

A Scheme of Merger between Kinder Womens Hospital And Fertility Centre Private Limited, (Transferor Company) and Kindorama Healthcare Private Limited, (Transferee Company) and their Respective Shareholders."("Scheme") was proposed by the Board of Directors of the Transferee Company and the

Board of Directors of the Transferor Company for the purpose of merger of Transferor Company with the Transferee Company on a going concern basis with effect from 01.04.2026 (First Day of April, Two Thousand and Twenty Six) being the appointed date.

The said scheme of merger was approved by the Board of Directors of the Transferor Company at the meeting held on 2nd February 2026 under the provisions of Sections 230 to 232 and all other applicable provisions of Companies Act, 2013. The Board of Directors of the Company have approved the Scheme after taking into consideration the rationale of the Scheme and the certificate issued by the statutory auditor of the Company to the effect that the accounting treatment proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013. A copy of the Scheme is attached to this notice and forms part of this statement.

Accordingly, a Company Application vide CA (CAA)/09/KOB/2026, was filed before the Hon'ble National Company Law Tribunal, Bench at Kochi, by the inter-alia seeking directions for (i) convening the meeting of the equity shareholders of Transferor Company; (ii) convening the meeting of the Secured Creditor of Transferor Company (iii) convening the meeting of the Unsecured Creditor of Transferor Company. (iv) convening the meeting of the equity and preference shareholders of Transferee Company; (v) convening the meeting of the Secured Creditor of Transferee Company (vi) convening the meeting of the Unsecured Creditor of Transferee Company. Subsequently by Interlocutory application company submitted Consent affidavit of all equity and preference shareholders of transferee company.

The CA (CAA)/09/KOB/2026, was admitted by the Hon'ble National Company Law Tribunal, Bench at Kochi and pursuant to the Order dated 22nd day of July 2026, passed by the Hon'ble Tribunal, in the CA (CAA)/09/KOB/2026, (i) the Meeting of the Equity Shareholders of the Transferee Company has been dispensed with; (ii) the requirement of convening the meetings of the preference shareholders of Transferee Company has been dispensed with; (iii) the Meeting of the Secured Creditor of Transferee Company has been ordered to be held ; (iv) the Meeting of the Unsecured Creditor of Transferee Company has been ordered to be held.;(v) the Meeting of equity shareholders of the transferor company has been ordered to be held; (vi) the meeting of secured and unsecured creditors of transferor company has been ordered to be held.

Accordingly, as ordered by the Hon'ble National Company Law Tribunal, Bench at Kochi , vide Order dated 22nd day of July 2026, in CA (CAA)/09/KOB/2026, a meeting of the unsecured creditors of the Transferee Company will be held for the purpose of considering, and, if thought fit, approving with or without modification(s), the Scheme of Merger between Kinder Womens Hospital And Fertility Centre Private Limited, (Transferor Company) and Kindorama Healthcare Private Limited, (Transferee Company) and their Respective Shareholders."("Scheme") through Hybrid mode (Physical meeting and Video Conferencing ('**VC**') / other audio visual means ('**OAVM**') on **Thursday, September 3, 2026,** at **1:00 PM (IST), at the registered office of the transferor company.**

1. Details of the order of the Tribunal directing the calling, convening and conducting of the meeting; **(a) Date of the Order**	The Hon'ble National Company Law Tribunal, Kochi Bench, vide its Order dated 22 July 2026 in Company Application No. CA(CAA)/09/KOB/2026, directed the Applicant Companies to convene and hold the meetings of the

(b) Date, Time and Venue of the Meeting	Equity Shareholders, Secured Creditors and Unsecured Creditors, as applicable, for considering and, if thought fit, approving, with or without modification, the proposed Scheme of Merger. The Tribunal further directed that the meetings shall be held at a venue to be fixed by the Applicant Companies through physical or hybrid mode within 45 days from the date of the Order, after giving not less than 30 days' notice to the concerned stakeholders. Meeting of unsecured creditors of Kindorama Healthcare Private Limited will be held on 03rd day of September 2026.
II. Details of the companies involved in this scheme of merger:-	Details of transferor company and transferee company is given below

TRANSFEROR COMPANY - Kinder Womens Hospital and Fertility Centre Private Limited

Sl No	**Category**	**Particulars**
1	CIN	U85110KL2008PTC021642
2	Permanent account Number	AADCK2909G
3	Name of the Company	Kinder Womens Hospital and Fertility Centre Private Limited
4	Date of incorporation	07 January 2008
5	Type of Company	Private Company limited by Shares
6	Registered Office of the company and email ID	Maruthorvattom Temple Road, Near N.H. 47, Cherthala, Cherthala, Kerala – 688539. e-mail id : cs.kindergroup@gmail.com.
7	Main Objects of the Company as per the Memorandum of Association	To Carry on the Business Of setting up, establishing and acquiring hospitals, research centres, nursing homes and laboratories and taking up the management of hospitals directly or in association with other institutions and to carry on the business of medical education and research.
8	Details of change of name, registered office and objects of the Company during the last five years	In the last five years, the company has not changed it’s name, registered office, object clause.
9	Name of stock exchanges (s)	NA

<table>
<tr><td></td><td>where securities of the company are listed, if applicable</td><td></td></tr>
<tr><td>10</td><td>Details of the capital structure of the company</td><td><table><tr><td>Authorized share capital</td></tr><tr><td>3,00,00,000 equity shares of Rs 10 each amounting to 30,00,00,000/-</td></tr><tr><td>Issued, Subscribed and paid up capital</td></tr><tr><td>2,63,00,000 equity shares of Rs 10 each amounting to 26,30,00,000/-</td></tr></table></td></tr>
<tr><td>11</td><td>Name of the promoter and director along with their address</td><td><table><tr><td>Name of Director/ Promoter</td><td>Address</td></tr><tr><td>Thottupura Ramachandran Saseendranath
DIN: 03019732
Director</td><td>Thottupura House, Saw Mill Road, Koorkenchery, P.O, Thrissur-680007, Kerala, India.</td></tr><tr><td>Vethody Kumaran Pradeepkumar
DIN: 02232466
Managing Director</td><td>68, Truro Road, Singapore-217609</td></tr><tr><td>Anurag Aggarwal
DIN: 06954443
Director</td><td>C-1/32, Malka Ganj, Delhi-11000715.</td></tr></table></td></tr>
</table>

TRANSFEREE COMPANY - Kindorama Healthcare Private Limited

Sl No	**Category**	**Particulars**
1	CIN	U85110KL2014FTC037144
2	Permanent account Number	AAFCK5957Q
3	Name of the Company	Kindorama Healthcare Private Limited
4	Date of incorporation	22 August 2014
5	Type of Company	Private Company limited by Shares
6	Registered Office of the company and email ID	XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally- 682024. Email: cs.kindergroup@gmail.com

<table>
<tr><td>7</td><td>Main Objects of the Company as per the Memorandum of Association</td><td>To set up, own, operate all kinds of hospitals, clinics, maternity homes, day care centers in India and provide medical and healthcare services including healthcare consultancy, execution of healthcare turnkey projects, supply of medical and ancillary equipment and all related activities.</td></tr>
<tr><td>8</td><td>Details of change of name, registered office and objects of the Company during the last five years</td><td>In the last five years, the company has not changed it's name, registered office, object clause.</td></tr>
<tr><td>9</td><td>Name of stock exchanges (s) where securities of the company are listed, if applicable</td><td>NA</td></tr>
<tr><td>10</td><td>Details of the capital structure of the company</td><td><table>
<tr><td>Authorized share capital</td></tr>
<tr><td>Authorised capital of the company is 1,20,00,00,000 divided into 9,50,00,000 equity shares of Rs 10 each amounting to 95,00,00,000/- & 2,50,00,000 preference shares of Rs 10 each amounting to 25,00,00,000/-</td></tr>
<tr><td>Issued, Subscribed and paid up capital</td></tr>
<tr><td>9,20,17,214 equity shares of Rs 10/- each amounting to 92,01,72,140/- & 2,59,69,224 preference shares of Rs 10/- each amounting to 25,96,92,240/-</td></tr>
</table></td></tr>
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<tr><td>Name of Director/ Promoter</td><td>Address</td></tr>
<tr><td>Thottupura Ramachandran Saseendranath DIN: 03019732
Director</td><td>Thottupura House, Saw Mill Road, Koorkenchery, P.O, Thrissur-680007, Kerala, India.</td></tr>
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Director</td><td>68, Truro Road, Singapore-217609</td></tr>
<tr><td>Anurag Aggarwal
DIN: 06954443
Director</td><td>C-1/32, Malka Ganj, Delhi-11000715.</td></tr>
<tr><td>Renjith Krishnan
DIN: 07216707
Managing Director</td><td>Chithira, Kodungoor, Vazhoor, Kottayam-686504</td></tr>
</table></td></tr>
</table>

III. If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies	The Scheme of Merger is between Kinder Women's Hospital & Fertility Centre Private Limited ("Transferor Company") and Kindorama Healthcare Private Limited ("Transferee Company"). The companies are under common management and are promoted by the same promoter group. However, neither company is a holding company, subsidiary company or associate company of the other within the meaning of the Companies Act, 2013. The proposed Scheme is intended to consolidate the businesses and operations of the two companies into a single entity for achieving operational efficiencies, economies of scale and better management of resources.
IV. The date of the Board meeting at which the scheme was approved by the Board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/ participate on such resolution;	The Scheme of Merger was approved by the Board of Directors of both the Transferor Company and the Transferee Company at their respective Board Meetings held on 2nd February, 2026. The following Directors, being common Directors of both the companies, were present at the respective Board Meetings and voted in favour of the resolution approving the Scheme: 1. Mr. Thottupura Ramachandran Saseendranath 2. Mr. Vethody Kumaran Pradeepkumar 3. Mr. Anurag Aggarwal The resolutions approving the Scheme were passed unanimously by the Directors present at the respective Board Meetings of both the companies. No Director voted against the resolution or abstained from voting or participating in the consideration of the Scheme.
V) explanatory statement disclosing details of the scheme of compromise or arrangement including: **(a) parties involved in such compromise or arrangement;** **(b) in case of amalgamation or merger, appointed date, effective date, share exchange ratio (if applicable) and other considerations, if any;**	The proposed Scheme of Merger is entered into between Kinder Womens Hospital and Fertility Centre Private Limited ("Transferor Company") and Kindorama Healthcare Private Limited ("Transferee Company") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013. The Scheme provides for the merger of the Transferor Company into the Transferee Company with effect from the Appointed Date, i.e., 1 April 2026, and shall become operative from the Effective Date, being the date on which the certified copy of the order of the Hon'ble National Company Law

	Tribunal sanctioning the Scheme is filed with the Registrar of Companies by both the companies. Pursuant to the Scheme, the shareholders of the Transferor Company shall be allotted 115 (One Hundred Fifteen) fully paid-up equity shares of ₹10 each of the Transferee Company for every 100 (One Hundred) equity shares of ₹10 each held in the Transferor Company, in accordance with the share exchange ratio determined by an independent Registered Valuer.
(c) summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any; and the declaration that the valuation reports is available for inspection at the registered office of the company;	The Board of Directors of the Transferor Company and the Transferee Company appointed Mr. Sunoj Sanni, FCA, ACS, DISA (ICAI), IBBI Registered Valuer (Securities or Financial Assets), Registration No. IBBI/RV/03/2020/13033, to determine the fair share exchange ratio for the proposed merger. The Registered Valuer undertook an independent valuation of both companies after considering the financial position, business operations, assets, liabilities, earnings potential, future business prospects and other relevant valuation parameters. Appropriate and generally accepted valuation methodologies were applied to arrive at the fair value of the equity shares of the companies, and the valuation was carried out in accordance with the applicable provisions of the Companies Act, 2013 and the relevant valuation standards. Based on the valuation exercise, the Registered Valuer recommended a share exchange ratio. The Boards of Directors of both companies have considered and accepted the recommendations contained in the valuation report while approving the Scheme of Merger. The valuation report forms the basis of the share exchange ratio provided in the Scheme and is fair and reasonable to the shareholders of both companies. A copy of the valuation report, together with the fairness opinion, if any forms part of this document.
(d) details of capital/debt restructuring, if any;	The Scheme does not involve any capital or debt restructuring. It has specifically been provided that the rights and interests of the secured and unsecured creditors shall remain unaffected, and there shall be no compromise, reduction or rearrangement of any debt or liability of either company pursuant to the Scheme. The

	Scheme also expressly states that it does not constitute a Corporate Debt Restructuring and, accordingly, no Creditors' Responsibility Statement in Form CAA-1 is required.
(e) rationale for the compromise or arrangement;	The rationale behind the proposed merger is to consolidate the businesses of the Transferor Company and the Transferee Company, which are engaged in similar and allied healthcare activities, so as to achieve operational synergies, economies of scale, improved managerial efficiency, optimisation of financial and administrative resources, simplification of the group structure, reduction of compliance and operational costs, enhancement of shareholder value, and creation of a stronger and more efficient healthcare organisation capable of supporting future growth and expansion.
(f) benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	The Board of Directors of both companies is of the opinion that the Scheme is in the best interests of the companies, their shareholders, creditors, employees and other stakeholders. The merger is expected to improve operational efficiency, strengthen financial and managerial capabilities, facilitate better utilisation of resources, eliminate duplication of functions and enhance the long-term value of the combined entity without adversely affecting the rights or interests of any stakeholder.
(g) amount due to unsecured creditors.	As on the date of this Explanatory Statement, the amount due to the unsecured creditors of the Transferor Company and the Transferee Company is as disclosed in the latest financial statements annexed to the Scheme and placed before the members and creditors for their consideration. There is no proposal under the Scheme for any waiver, reduction or compromise of the amounts payable to such unsecured creditors. The amount due to secured creditor of the transferor company as on 31.01.2026 is 22,05,530/- . The amount due to the secured creditor of the transferee company as on 31.01.2026 is 12,50,47,868/-. The amount due to unsecured creditors of Transferor Company, as on 31.01.2026 is 92,91,723/-. The amount due to unsecured creditors of the Transferee Company, as on 31.01.2026 is 5,33,48,366/-.
VI. disclosure about the effect of the compromise or arrangement on:	The proposed Scheme of Merger is not expected to have any adverse effect on the key managerial personnel,

(a) key managerial personnel; **(b) directors;** **(c) promoters;** **(d) non-promoter members;** **(e) depositors;** **(f) creditors;** **(g) debenture holders;** **(h) deposit trustee and debenture trustee;** **(i) employee of the company:**	directors, promoters, non-promoter members, depositors, creditors, debenture holders, deposit trustee, debenture trustee or employees of the Applicant Companies. Upon the Scheme becoming effective, the undertaking, assets, liabilities, rights, obligations and employees of the Transferor Company shall stand transferred to and vested in the Transferee Company in accordance with the terms of the Scheme. The interests of the creditors of both companies will remain adequately protected, and no compromise is proposed in respect of their dues. The rights and interests of the shareholders of the Transferor Company shall be governed by the share exchange ratio and the terms of the Scheme. There are no depositors, debenture holders, deposit trustee or debenture trustee whose rights are proposed to be affected under the Scheme. The Scheme does not contemplate any reduction of share capital or any arrangement prejudicial to the interests of any stakeholder and is intended to achieve operational efficiencies, economies of scale and better utilization of resources for the benefit of all stakeholders. Effect on non-promoter members As far as equity shareholders of the Transferor Company are concerned, the merger of the Transferor Company with the Transferee Company as per the Scheme will result in all such shareholders of the Transferor Company receiving equity shares of the Transferee Company in the manner as stipulated in Part II of the Scheme and there will be no change in economic interest of any of the current shareholders of the transferor Company pre and post Scheme coming into effect. Further, upon the Scheme becoming effective, the Transferee Company shall without any further application, act, instrument or deed, issue and allot 115 (One Hundred and Fifteen only) fully paid-up equity shares of nominal value of ₹10/- each of the Transferee Company to the shareholders of the Transferor Company for every 100 (Hundred) fully paid-up equity shares of nominal value of ₹10/- each held by the shareholders in the Transferor Company, whose name(s) appear(s) in the Register of Members, as on the Record date/cut off date. Thus, the shareholders of the Transferor Company will become the shareholders of the Transferee Company.

	Effect on promoter group Upon the Scheme becoming effective, the existing promoters of the Transferor Company shall continue to be the promoters of the merged entity along with the promoters of transferee company. They shall be allotted shares in the merged entity in accordance with the share exchange ratio determined under the Scheme. Consequently, the shareholding of the existing promoters of the Transferee Company shall undergo significant dilution upon implementation of the merger. Effect on the Directors and Key Managerial Personnel Upon the Scheme becoming effective, the Transferor Company shall stand dissolved without winding up, and consequently, its Board of Directors shall cease to exist. However, as all the directors of the Transferor Company are already directors of the Transferee Company, they shall continue to hold office as directors of the Transferee Company (being the merged entity) along with the existing directors of the Transferee Company. The Directors shall be affected to the extent of the equity shares (if any) held by them or their relatives in the Transferor Company. The effect of the Scheme on the interests of the Directors and their relatives holding shares (if any) in the Company, is not different from the effect of the Scheme on other shareholders of the Company. Pursuant to the Scheme, the Transferor Company shall be dissolved without winding up and therefore current KMPs of the Transferor Company shall cease to hold their positions and cease to be the KMPs of the Transferor Company. The KMPs shall also be affected to the extent of the equity shares (if any) held by the KMPs or their relatives in the Transferor Company, if any. The effect of the Scheme on the interests of the KMPs in the Company, is not different from the effect of the Scheme on other shareholders of the Company. Effect on creditors Under the Scheme no arrangement or compromise is being proposed with the creditors (secured or unsecured)

	of the Transferor Company. The liability of the creditors of the Transferor Company, under the Scheme, is neither being reduced nor being extinguished. **Effect on staff or employees** Under the Scheme, no rights of the staff and employees (who are on payroll) of the Transferor Company are being affected. The services of the staff and employees of the Transferor Company shall continue on the same terms and conditions applicable prior to the proposed Scheme. Further, upon the Scheme becoming effective, the employees of the Transferor Company ('Employees') will be deemed to have become employees of the Transferee Company pursuant to the Scheme with effect from the Effective Date. All such Employees shall be deemed to have become employees of the Transferee Company, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company, shall not be less favourable than those applicable to them with reference to their employment in the Transferor Company as on the Effective Date. Effect on Debenture Holders & and Debenture Trustees As on date of this notice, the Transferor Company has no outstanding debentures, and therefore, the effect of the Scheme on any such debenture holders or debenture trustees does not arise. Effect on Deposit Holders and Deposit Trustees As on date of this notice, the Transferor Company has no outstanding public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees does not arise.
VII. Disclosure about effect of compromise or arrangement on material interests or directors, Key Managerial Personnel (KMP) and debenture trustee.	The Scheme does not have any material impact on the interests of the Directors and Key Managerial Personnel of the Transferor Company and the Transferee Company, except to the extent of their shareholding, if any, in the respective companies and their entitlement to receive

	shares in the Transferee Company pursuant to the share exchange ratio approved under the Scheme. Upon the Scheme becoming effective, the existing promoters of the Transferor Company shall continue as promoters of the merged entity along with the promoters of transferee company and shall be allotted shares in the Transferee Company in accordance with the share exchange ratio. Consequently, the shareholding of the existing promoters of the Transferee Company shall undergo dilution. The Directors and KMPs of the Transferee Company shall continue to hold their respective offices and no change in their remuneration, terms of appointment, or other benefits is contemplated solely on account of the Scheme, unless otherwise approved in accordance with applicable laws.
(viii) investigation or proceedings, if any, pending against the company under the Act.	No investigation proceedings have been instituted and/or are pending against the Transferee Company and the Transferor Company under the Act. No winding-up petition (including under Section 433 read with Section 434 of the Companies Act, 1956) and/ or insolvency proceedings under the Insolvency and Bankruptcy Code, 2016 have been led/ instituted or are pending against any of the Transferor Companies or the Transferee Company
VIII. details of the availability of the following documents for obtaining extract from or for making/obtaining copies of or for inspection by the members and creditors.	All the following documents of the Companies involved in the merger are available for inspection at the respective Registered Office of both the companies. (a) latest audited financial statements of the company including consolidated financial statements. (b) copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with. (c) copy of scheme of compromise or arrangement. (d) contracts or agreements material to the compromise or arrangement, if any (e) the certificate issued by 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 and (f) such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme; The above documents shall be available for obtaining extract from or for making copies of by the members at the Registered Office of the Transferor & Transferee Company on all working days, from Monday to Friday except public holidays, between 10:30 a.m. (IST) to 4:00 p.m. (IST) up to the date of the Meeting.
IX. details of approvals, sanctions or no-objection(s), if any, form regulatory or any other government authorities required, received or pending for the purpose scheme of compromise or arrangement.	The Scheme is subject to the approval/sanction of the Hon'ble National Company Law Tribunal ("NCLT"). The company has made necessary intimations about the proposed scheme to the sectoral regulators and authorities under sec 230(5) of the Companies Act, 2013.
X. a statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or	A person entitled to attend and vote at the meeting may vote either in person or by proxy, provided that a proxy shall not have the right to speak at the meeting and shall vote only in accordance with the provisions of the Companies Act, 2013, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and the directions contained in the Order of the Hon'ble National Company Law Tribunal. Unsecured creditors attending the Meeting physically may appoint a proxy to attend and vote on their behalf. The duly completed and signed Proxy Form must be deposited at the Registered Office of the Applicant Company at least **48 hours** before the Meeting. Valid proxies shall be counted for the purpose of quorum and voting. Unsecured creditors attending the Meeting through **VC/OAVM** may participate and vote electronically. Accordingly, the facility to appoint a proxy is not available to such Members.

This statement may be treated as Explanatory Statement under Section 102 read with sections 230 to 232 of the Companies Act, 2013, read with relevant rules made there under.

The Directors of the Transferor Company and the Transferee Company, do not have any concern or interest, financially or otherwise, in the Scheme except as shareholders in general.

Sd/-
Mr. D Arvind,
Chairperson - Tribunal Convened
Meeting of Kindorama Healthcare Private Limited

Dated 01st August, 2026
Place: Ernakulam

Annexure 10

SCHEME OF MERGER

OF

KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED

(TRANSFEROR COMPANY)

WITH

KINDORAMA HEALTHCARE PRIVATE LIMITED (TRANSFEREE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

(Under the provisions of Section 230 to 232 of the Companies Act, 2013)

KINDER WOMEN'S HOSPITAL & FERTILITY CENTRE (P) LTD. * CHERTHALA

KINDORAMA HEALTHCARE PRIVATE LIMITED

SCHEME OF MERGER

The Scheme is divided into following parts:

Part	*Particulars*
I	*General – Preamble, background of the Companies, need and rationale of the Scheme,* *benefits of business of entities involved in the Scheme,* *effectiveness of the Scheme,* *definitions and interpretations, and share capital of the Companies.*
II	*Merger of the transferor company with the transferee company*
III	*General Terms and Conditions applicable to the Scheme*

PART I - GENERAL

1. PREAMBLE

1.1 This scheme of Merger ("Scheme") is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act (*as defined hereinafter*) amongst Kindorama Healthcare Private Limited, Kinder Womens Hospital And Fertility Centre Private Limited and their respective shareholders and creditors.

1.2 This Scheme provides for the Merger of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*), pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, such that:

(i) the assets of the Transferor Company, shall become the property of the Transferee Company, by virtue of this Merger;

(ii) all the liabilities of the Transferor Company, shall become the liabilities of the Transferee Company, by virtue of this Merger;

(iii) the authorized share capital of the Transferor Company shall stand combined with the authorized share capital of the Transferee Company and therefore, consequential increase in the authorized share capital of the Transferee Company, as provided in Part II of this Scheme;

(iv) cancellation of all the issued share capital of the Transferor Company as on the Effective Date (*as defined hereinafter*) which shall be affected as part of this Scheme; And

(v) dissolution of the Transferor Company, without being wound up.

2. BACKGROUND AND DESCRIPTION OF THE PARTIES TO THIS SCHEME

2.1 KINDORAMA HEALTHCARE PRIVATE LIMITED

(i) Kindorama Healthcare Private Limited, i.e., the Transferee Company, is a private company, and was incorporated on August 22, 2014. The CIN of the Transferee Company is U85110KL2014FTC037144 and PAN is AAFCK5957Q The registered office of the Transferee Company is situated at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, -682024. The Transferee Company is one of the reputed medical service (Hospital, Clinic, Maternity Homes) providers in Kerala.There is no change in the name of the Company since its incorporation.

(ii) The transferee company is involved in the business of setting up, own, operate all kinds of hospitals, clinics, maternity homes, day care centers in India and provide medical and healthcare services including healthcare consultancy, execution of healthcare turnkey projects, supply of medical and ancillary equipment and all related activities.

(iii) POSITION OF SHARE CAPITAL

As per the latest Audited Balance Sheet, The Share Capital of the Transferee Company as on the 31st day of March, 2025 is as under:

Particulars	*Amount (in Rupees)*
Authorised Capital	
9,20,00,000 equity shares of Rs 10 each	*92,00,00,000*
Total	***92,00,00,000***
Issued, subscribed and Paid-up Capital	
8,91,87,261 equity shares of Rs 10 each, fully paid-up	*89,18,72,610*
Total	***89,18,72,610***

As per the latest unaudited Balance Sheet, The Share Capital of the Transferee Company as on the 31st day of January, 2026 is as under:

Particulars	*Amount (in Rupees)*
Authorised Capital	
9,50,00,000 equity shares of Rs 10/- each *2,50,00,000 preference shares of Rs 10/- each*	*95,00,00,000* *25,00,00,000*
Total	***1,20,00,00,000***
Issued, subscribed and Paid-up Capital	
9,20,17,214 equity shares of Rs 10 each, fully paid-up	*92,01,72,140*
1,95,00,000 preference shares of Rs.10 each, fully paid-up	*19,50,00,000*
Total	***1,11,51,72,140***

2.2 KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED

(i) Kinder Womens Hospital And Fertility Centre Private Limited (hereinafter referred to as the "Transferor Company") was originally incorporated as a private limited company under the name "Kinder Hospital And Research Centre Private Limited" on 07 January 2008 in accordance with the provisions of the Companies Act, 1956, and there has been no change in the status of the Transferor Company since its incorporation. The Corporate Identity Number (CIN) of the Transferor Company is U85110KL2008PTC021642 and its Permanent Account Number (PAN) is AADCK2909G. The registered office of the Transferor Company is presently situated at Maruthorvattom Temple Road, Near N.H. 47, Cherthala, Cherthala, Kerala – 688539.

(ii) The transferor company is involved in the business of setting up, establishing and acquiring hospitals, research centres, nursing homes and laboratories and taking up the management of hospitals directly or in association with other institutions and to carry on the business of medical education and research.

(iii) POSITION OF THE SHARE CAPITAL

As per the latest Audited Balance Sheet, The Share Capital of the Transferor Company as on the 31st day of March, 2025 is as under:

Particulars	*Amount (in Rupees)*
Authorised Capital	
3,00,00,000 equity shares of Rs 10 each	*30,00,00,000*
Total	***30,00,00,000***
Issued, subscribed and Paid-up Capital	
2,63,00,000 equity shares of Rs 10 each, fully paid up	*26,30,00,000*
Total	***26,30,00,000***

The position remains unchanged as on the date of application. Further it is submitted that there are no Preference Shares issued or allotted by the Transferor Company.

3. RATIONALE OF THE SCHEME

The Transferor Company and the Transferee Company are engaged in similar and allied lines of business and their operations complement each other. With a view to expanding business

KINDER WOMEN'S HOSPITAL & FERTILITY CENTRE (P) LTD * CHERTHALA

KINDORMA HEALTHCARE PRIVATE LIMITED *

operations, achieving a larger service portfolio, and deriving economies of scale, operational efficiencies, optimisation of logistics and distribution networks, and other related economies, by consolidating the business operations presently being managed by separate management teams, the Boards of Directors of the Transferor Company and the Transferee Company have proposed to consolidate the business of the Transferor Company with that of the Transferee Company.

The proposed merger of the Transferor Company with the Transferee Company is expected to, *inter alia*, result in simplification of the group structure and achieve cost efficiencies, including reduction and optimisation of administrative, operational and compliance-related costs. The management has identified the following as the core commercial and strategic reasons for the proposed Scheme:

creation of an efficient and streamlined corporate structure to support and facilitate existing business operations as well as anticipated business growth and development;

Simplification and rationalisation of the legal entity structure;

Improvement in the existing business and operating model;

Reduction of operating, administrative and statutory compliance costs;

Enhancement of intrinsic value for shareholders;

Optimisation and improved monitoring of treasury and financial resources;

Achievement of economies of scale, managerial efficiency and better control;

Creation of a flexible and robust organisational structure capable of accommodating future business plans, acquisitions and fund-raising initiatives; and overall improvement in ease of doing business.

The managements of the Transferor Company and the Transferee Company have concurred with the proposed restructuring, as it is expected to improve operational synergies, management focus and efficiency, while creating a strong platform for sustained growth and continuous improvement in the hospital and healthcare service sector in India. The Boards of Directors of all the Companies involved in the Scheme are of the considered opinion that the proposed Scheme would be beneficial to the shareholders, creditors and employees of the respective Companies.

The Scheme does not involve Corporate Debt Restructuring. Accordingly, the Transferor Company and the Transferee Company are not required to file a Creditors' Responsibility Statement in Form CAA-1

4. DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

In this Scheme (as defined hereinafter), unless inconsistent with the subject or the context, the following expressions shall have the meanings respectively assigned to them:

4.1 **"1956 Act"** means the Companies Act, 1956 and the rules and regulations made there under, and includes any alterations, modifications, amendments made thereto and / or any re-enactment thereof;

4.2 **"2013 Act"** means the Companies Act, 2013 and the rules and regulations made thereunder and includes any alterations, modifications, amendments made thereto and / or any re-enactment thereof;

4.3 **"Applicable Law"** means any statute, notification, bye laws, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority in India, including any statutory modification or re-enactment thereof for the time being in force.

4.4 **"Appointed Date"** means 01st day of April 2026 the date from which the scheme shall be deemed to be operative.

4.5 **"Effective Date"** shall mean the date on which the certified copies of the orders of the NCLT are filed with the Registrar of Companies, Kerala by, Kinder Womens and Kindorama.

4.6 **"NCLT"** means the National Company Law Tribunal, Kochi as constituted and authorised as per the provisions of the 2013 Act, or such other authority, for approving any scheme of arrangement, compromise or reconstruction of companies under sections 230 to 240 of the 2013 Act.

4.7 **"Scheme"** means this scheme of amalgamation, in its present form or this Scheme with any amendment(s) or modification(s), if any, made by the shareholders of the respective Companies or such modification(s) as may be advised by any Appropriate Authority and/or directed to be made by NCLT while sanctioning the Scheme;

4.8 **"Transferor Company"** or **'Kinder Womens'** means Kinder Womens Hospital And Fertility Centre Private Limited (CIN: U85110KL2008PTC021642), a company incorporated under the 1956 Act and having its registered office at Maruthorvattom Temple Road, Near N.H. 47, Cherthala, Cherthala, Kerala – 688539.

4.9 **"Undertaking of the "Transferor Company"** or **'Kinder Womens'** means the entire business of the **Kinder Womens Hospital And Fertility Centre Private Limited** and includes (without being limited to) the following:

a) On and from the Appointed Date, the entire undertakings, properties and liabilities of Kinder Womens (if any) including all properties and assets, movable and immovable, real and personal, corporeal and in-corporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situated, rights, powers, titles, interests, authorities, privileges (including benefits of all tax reliefs), liberties, contracts or deeds as on the Appointed Date, including all lands & buildings, freehold and leasehold, vehicles, furniture, equipment, sundry debtors, investments, cash and bank balances, bills of exchange, deposits, loans and advances, of Kinder Womens Hospital and all other charges, benefits, entitlements, registrations, powers, allotments, approvals, consents, enactments, arrangements, advantages, leasehold rights, tenancy rights and other intangible rights, benefit of any security arrangements, reversions, powers, permits, quotas, entitlements, registrations, licenses (industrial, commercial for operations at exchanges or otherwise), municipal permissions, systems of any kind whatsoever, rights and benefits of all agreements and other interests including rights and benefits under various schemes of different taxation laws as may belong to or be available to Kinder Womens rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages, and approval of whatsoever nature and wheresoever situated, belonging to or in the ownership of Kinder Womens including but without being limited to trade and service marks, patents, copyrights, brand names, and any other intellectual property rights of any nature whatsoever, authorizations, permits, rights to use and avail of telephones, telexes, facsimile, email, internet, lease line connections and installations, utilities, electricity and other services, all records, files, papers, computer programs, in connection with or relation to Kinder Womens and all other interests of whatsoever nature belonging to or in the ownership, power, possession, or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by Kinder Womens including its employees which are working with Kinder Womens etc if any, or to which Kinder Womens is entitled to, of whatsoever kind, nature or description held, applied for or as may be obtained thereafter or to which Kinder Womens is entitled to, together with the benefit of all contracts and engagements and all books, papers, documents and records;

b) All debts, liabilities, duties and obligations of Kinder Womens as on the Appointed Date, as appearing in the books of account of Kinder Womens and including liabilities on account of sundry creditors, income tax, other taxation and any other liability (including contingent liability), whether or not provided for in the books of account of Kinder Womens.

4.10 **"Kindorama"** or **"Transferee Company"** means Kindorama Healthcare Private Limited (CIN: U85110KL2014FTC037144), a company incorporated under the 2013 Act and having its registered office at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024.

"All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Companies Act, 1956 or the Companies Act, 2013 as the case may be, and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time".

5. INTERPRETATIONS

In this Scheme, unless the context otherwise requires:

5.1 Words denoting singular shall include plural and vice versa;

5.2 Reference in the Scheme to "upon coming into effect of this Scheme" or "upon the Scheme being effective" shall mean from the Effective Date;

5.3 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

5.4 References to the word "include" or "including" shall be construed without limitation;

5.5 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;

5.6 References to dates and times shall be construed to be references to Indian dates and times;

5.7 Reference to an act, regulation, circular, notification or a document includes an amendment or supplement to, or modification or replacement or novation or re-enactment of such act, regulation, circular, notification or document;

5.8 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them; and

5.9 References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council, or employee representatives' body (whether or not having separate legal personality).

6. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

PART II – MERGER OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

7. TRANSFER AND VESTING

7.1 With effect from the Appointed Date and upon the Scheme becoming effective, and subject to the provisions of this Scheme, the whole of the Undertaking of Kinder Womens Hospital & Fertility Centre Private Limited shall, pursuant to Section 230 to 232 and other applicable provisions of the 2013 Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern.

7.2 Without prejudice to the generality of the foregoing in clause 7.1 above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:-

7.2.1 All the assets, comprised in the Undertakings of the Transferor Company, whatsoever in nature and where so ever situated as on the Appointed Date shall, without any further deed, instrument or act, pursuant to provisions of the 2013 Act be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a going concern basis so as to become, as and from the Appointed Date, the business, undertaking properties, estate, assets, rights, titles, benefits and interests of the Transferee Company but subject to all charges, liens, mortgages or encumbrances thereon in favour of banks and financial institutions or otherwise, if any, then affecting the same or part thereof.

7.2.2 In respect of such of the assets and properties comprised in the Undertakings of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall pursuant to the provisions of the Companies Act, 2013 stand transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking of the Transferee Company, without requiring any further consent, deed or instrument or conveyance for the same.

7.2.3 In respect of such of the assets of the Transferor Company other than those referred to in Para 7.2.2 above, the same shall, as more particularly provided in Para 7.2.1 above, without any further deed, instrument or act, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Companies Act, 2013 and the concerned authorities having jurisdiction over the Assets shall endorse and record the name of the Transferee Company in its record so as to facilitate the implementation of the Scheme and vesting of the Undertaking of the Transferor Company in the Transferee Company without any hindrance from the Appointed Date.

7.2.4 All the statutory and other licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits (including but not limited to all, goods and service tax exemption, sales tax exemption and/or deferral benefits and any other direct or indirect tax benefits), subsidies, concessions, grants, consents, rights, claims, leases, tenancy rights, liberties, special status, power of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same, and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, consents, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

7.2.5 All contracts, deeds, bonds, agreements, arrangements, 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 are subsisting or having effect immediately before 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 as fully and effectually, as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or oblige thereto.

7.2.6 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument, agreement or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

7.3 Without prejudice to the generality of the foregoing in clause 7.1 above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:

7.3.1 All debts, liabilities (including loans raised and utilised), duties and taxes, and obligations of the Undertaking of the Transferor Company as on the close of business of the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of the Transferor Company which may accrue or arise from the Appointed Date but which relate to the period up to the day immediately preceding the Appointed Date, shall become the debts, liabilities, duties, obligations of the Transferee Company.

7.3.2 All debts, liabilities (including loans raised and utilised), duties and taxes, and obligations relating to and comprised in the Undertaking of the Transferor Company as on the Appointed Date shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a going concern basis so as to become the liabilities, debts, duties and obligations, dues, secured or unsecured loans (whether in Indian rupees or foreign currency), and responsibilities (whether or not provided for in the books of accounts or in the balance sheet of the Transferor Company), of the Transferee Company. 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, loans, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Scheme. Provided always that nothing in this Scheme shall or is intended to enlarge the security for any loan, advances or other indebtedness created by the Transferor Company prior to the Appointed Date which shall be transferred to and vested in the Transferee Company by virtue of the merger and the Transferee Company shall not be required or obliged in any manner to create any further or additional security therefore after the Appointed Date or otherwise.

7.3.3 All debts, liabilities (including loans raised and utilised), duties and taxes, and obligations comprised in the Undertaking of the Transferor Company, and which are incurred or which arise or accrue to the Transferor Company, on or after the Appointed Date but prior to the Effective Date, shall without further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and /or be deemed to have been transferred to and vested in the Transferee Company as a going concern and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to Transferor Company.

7.3.4 Any liabilities of the Undertaking of the Transferor Company as on the Appointed Date that are discharged by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Transferee Company.

7.3.5 The liabilities, if any, due or which may at any time in the future become due in relation to the Transferor Company, inter-se the Transferor Company and the Transferee Company, shall stand discharged / cancelled and there shall be no liability in that behalf on either company and corresponding effect shall be given in the books of account and records of the Transferee 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 in order to give effect to the provisions of this clause 7.3

7.3.6 All encumbrances, if any, existing prior to the Effective Date over the assets of the Undertaking of the Transferor Company which secure or relate to the liabilities shall, without any further act, instrument, deed or document, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.4 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.

7.5 With effect from the Appointed Date and upon the Scheme becoming effective, any reference, in any security documents or arrangements, to the Transferor Company and assets and properties pertaining to the Transferor Company shall be construed as a reference to the Transferee Company and the assets and properties of the Transferee Company.

7.6 Without prejudice to the generality of the foregoing clauses, any assets acquired by or belonging to the Transferor Company not specifically covered under clause 7.2 and all the liabilities incurred by the Transferor Company not specifically covered under clause 7.3, belonging or attributable to the Undertaking of the Transferor Company, shall stand transferred to and vested in the Transferee Company as on the Appointed Date.

7.7 Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Company or such other regulatory authorities to give formal effect to the above provisions, if required.

7.8 In furtherance to the provisions of clause 7.3 above, upon the Scheme becoming effective, it is further clarified that the secured creditors of Transferor Company, those who relate to the Undertaking of the Transferor Company, if any, and / or other security holders over the properties comprised in the Undertakings of the Transferor Company shall be entitled to security only in respect of such properties, assets, right, benefits and interest of such transferred Undertaking of Transferor Company, as existing immediately prior to transfer and vesting of the Undertaking of the Transferor Company into the Transferee Company. Also the secured creditors of the Transferee Company and / or other security holders over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the effectiveness of the Scheme. It is hereby clarified that pursuant to the transfer and vesting of the Undertaking of the Transferor Company into the Transferee Company in terms of the Scheme, the secured creditors relating to the Undertaking of the Transferor Company and / or other security holders over the properties of the Undertaking of the Transferor Company shall not be entitled to any additional security over the properties, assets rights, benefits and interest of the Transferee Company and vice versa, and hence such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company as the case may be.

8 CONSEQUENTIAL TAX AND REGULATORY MATTERS

8.1 Upon the Scheme becoming effective, all tax liabilities, demands, obligations or dues of the Transferor Company arising under the Income-tax Act, 1961; the Central Goods and Services Tax Act, 2017; the Integrated Goods and Services Tax Act, 2017; the State Goods and Services Tax Acts, 2017; the Union Territory Goods and Services Tax Act, 2017; the Customs Act, 1961; the Central Sales Tax Act, 1956; and any other applicable laws, rules or regulations relating to taxes, duties, levies or cesses (collectively referred to as "Tax Laws"), to the extent not already provided for in the books of account of the Transferor Company as on the date immediately preceding the Appointed Date, shall stand transferred to and be assumed by the Transferee Company.All taxes (including income tax and tax deducted at source, goods and service tax, etc.) paid or payable by the Transferor Company in respect of the operations income or profits of the business of the Transferor Company on and from the Appointed Date shall be deemed to be on account of the Transferee Company. Any payment of taxes made by the Transferor Company on or after the Appointed Date, whether by way of advance tax, self-assessment tax, tax deducted or collected at source, or otherwise, in respect of such operations, income or profits, shall be deemed to have been paid by the Transferee Company and shall, for all purposes and in all proceedings under the applicable Tax Laws, be treated accordingly.

8.2 Upon the Scheme coming into effect, all taxes/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with the Tax Authorities and including the right to claim deduction of sum prescribed under section 43B of the Income Tax Act on payment basis, deduction of provisions written back by the Transferee Company previously disallowed in the hands of the Transferor Company under the Income Tax Act, credit for minimum alternate tax, credit of foreign taxes paid / withheld and carry forward of accumulated losses, shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, deductions and accumulated losses of the Transferee Company.

8.3 Any advance tax, self-assessment tax, minimum alternate tax and / or TDS /TCS credit available or vested with the Transferor Company under any Tax laws, including any taxes paid and taxes deducted /collected at source and deposited by the Transferor Company on inter se transactions during the period between the Appointed Date and the Effective Date shall be treated as tax paid by the Transferee Company and shall be available to the Transferee Company for set off against its liability under the respective Tax laws and any excess tax so paid shall be eligible for refund together with interest. Further, TDS/TCS deposited, TDS/TCS certificates issued or TDS/TCS returns filed by the Transferor Company on transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS/TCS amounts were deposited, TDS/TCS certificates issued or TDS/TCS returns were filed by the Transferee Company. Any tax deducted/collected by or on behalf of the Transferor Company on inter se transactions will be treated as tax deposited by the Transferee Company.

The Transferee Company is also expressly permitted to claim refunds / credits in respect of any transaction between or amongst the Transferor Company and the Transferee Company.

8.4 Without prejudice to the provisions of Clause 8.2 above and in accordance with the input tax credit provisions under the Goods and Services Tax laws as applicable on the Effective Date, all unutilised input tax credits, including credits of Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax and Union Territory Goods and Services Tax paid on inputs, capital goods and input services, standing to the credit of the Undertaking of the Transferor Company as on the Effective Date, shall stand transferred to and vest in the Transferee Company, as if such credits had originally accrued to the Transferee Company.

The Transferee Company shall accordingly be entitled to carry forward, avail and utilise such unutilised input tax credits for set-off against goods and services tax payable by it, in accordance with the provisions of the applicable Goods and Services Tax laws and rules made thereunder.

8.5 Without prejudice to the generality of the above, all benefits, including any claim of tax deducted at source (TDS), tax collected at source (TCS), advance tax, self-assessment tax, input tax credit, refunds, carry-forward losses, unutilised credits or any similar credits, balances or entitlements under the Income-tax Act, 1961 and the Goods and Services Tax laws (including the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the State Goods and Services Tax Acts, 2017 and the Union Territory Goods and Services Tax Act, 2017), Customs Act, 1962, and any other applicable present or future tax laws of the Central or State Governments, to which the Transferor Company is entitled, shall be available to and shall vest in the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be expressly entitled to file, revise or amend, if required, income-tax returns, TDS/TCS statements or certificates, GST returns and other related tax filings, including those relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds, credits or set-offs in accordance with applicable law, notwithstanding that the statutory time limits for such filings, revisions or claims may have expired, to the extent permitted under the applicable Tax Laws and pursuant to this Scheme. Upon the Scheme being effective, the Transferor and Transferee Companies are expressly permitted to revise their financial statements prepared under the Companies Act, 2013 for the period after the Appointed Date.

9 COMPLIANCE WITH INCOME TAX LAWS

9.1 This Scheme, in so far as it relates to the merger of the Transferor Company with the Transferee Company, has been drawn to comply with the conditions relating to "Amalgamation" as specified under the Income Tax laws, specifically under Section 72 A of the Income Tax Act and also Section 2(1B) of the Income-tax Act, 1961, and all other relevant Sections (including Section 47) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification shall then stand modified to the extent determined necessary to comply with the said provisions, and the power to make such amendments shall vest with the Board of Directors of Transferee.

10. LEGAL PROCEEDINGS

10.1 If any suit, course of actions, appeal or other legal, quasi-judicial, arbitral, or other administrative proceedings of whatever nature, particulars (hereinafter called "the proceedings') by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or by anything contained in this Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have be continued, prosecuted and enforced by or against the Transferor Company as if the 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.

10.2 The transfer and vesting of the Undertaking of the Transferor Company under the Scheme and the continuation of the proceedings by or against the Transferee Company under Clause 10.1 above shall not affect any transaction or proceeding already completed by the Transferee Company on and after the Appointed Date and till the Effective Date to the end and intent that the Transferee Company accepts all acts, deeds, and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

10.3 The Transferee Company undertakes to have accepted on behalf of itself, all suits, claims, actions and legal proceedings initiated pertaining to the Transferor Company, transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

10.4 All books, records, files, papers, information, databases, and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under applicable laws, be handed over to the Transferee Company.

11. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS ETC.

11.1 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking of the Transferor Company occurs by virtue of this Scheme itself, it is hereby clarified that in furtherance to clauses 7.1 to 7.8 above, the Transferee Company may, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence and novation letters), documents, confirmations or other writings or enter into any arrangements with any party to any contract or arrangement, in relation to the Undertakings of the Transferor Company, or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferor Company or the Transferee Company, as the case may be, shall at any time after the Scheme being effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary for transfer / vesting of the approvals, sanctions, consents, exemptions rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company in relation to its Undertaking including its business and operations, into the Transferee Company. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall be obligated to and shall make and duly record the necessary substitution / endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the NCLT, and upon the Scheme becoming effective, in appropriate applications / documents with relevant authorities concerned for information and record purposes. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferee Company pertaining to the Undertaking of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Undertaking of the Transferor Company to be carried out or performed.

11.2 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to the Transferor Company, or to the benefit of the Transferor Company as may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or oblige thereto. Any inter-se contracts between Transferor Company and the Transferee Company shall stand cancelled and cease to operate in the Transferor Company from the Appointed Date upon the coming into effect of this Scheme.

11.3 The Transferee Company, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements (including any novation letters) with any party to any contract or arrangement to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company

11.4 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party.

11.5 With effect from the Appointed Date and upon the Scheme becoming effective, all permits including operating permits, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, know-how, technical know-how, trade names, descriptions, trading style, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, copy rights, privileges, powers and any other rights title or interest in intellectual property, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Company and all rights relating thereto to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary or oblige thereto.

11.6 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, or consents required to carry on operations of the Transferor Company, shall stand vested in or transferred to the Transferee Company without further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Transferee Company. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the business of the Transferor Company vest in and become available to the Transferee Company pursuant to the scheme.

12. STATUTORY, REGULATORY AND HEALTHCARE-SPECIFIC LICENCES & APPROVALS

Upon this Scheme becoming effective and with effect from the Appointed Date, all statutory, regulatory, contractual and administrative licences, registrations, approvals, permissions, consents, authorisations, exemptions, incentives and benefits of whatsoever nature held by the Transferor Company in relation to its hospital, clinical, medical, diagnostic, pharmaceutical, maternity, fertility, laboratory, research and allied healthcare operations shall, to the extent permissible under applicable law and without any further act, deed or instrument, stand transferred to and vested in the Transferee Company and shall be deemed to be valid, subsisting and enforceable in favour of the Transferee Company.

Without prejudice to the generality of the foregoing, such licences, registrations and approvals shall include, inter alia:-

(a) registrations under the Clinical Establishments (Registration and Regulation) Act, 2010 and the rules framed thereunder;

(b) hospital, nursing home and healthcare establishment registrations under applicable State laws;

(c) registrations, licences and approvals issued by the State Health Department, District Medical Officer, Municipal Authorities or any other competent. Authority.

(d) licences issued under the Drugs and Cosmetics Act, 1940, including pharmacy licences and approvals for storage, dispensing and sale of drugs and medicines;

(e) approvals, authorisations and consents under the Bio-Medical Waste Management Rules, Pollution Control laws, Fire and Safety regulations and other environmental laws;

(f) registrations and approvals relating to laboratories, diagnostic and imaging centres, blood banks, fertility clinics, maternity homes and allied healthcare facilities;

(g) labour law registrations, Shops and Establishments registrations, professional tax registrations and other employment-related registrations; and

(h) any other statutory, regulatory or administrative licence, approval or consent required for carrying on healthcare and hospital services.

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The benefit of all such licences, registrations, approvals and consents shall continue in full force and effect in favour of the Transferee Company on the same terms, conditions and validity periods as were applicable to the Transferor Company prior to the Effective Date.

The Transferee Company shall, to the extent required under applicable law, make necessary applications, intimations or filings with the concerned statutory or regulatory authorities for recording the substitution of name, endorsement or transfer of such licences and approvals, and the concerned authorities shall, pursuant to the sanction of this Scheme by the Hon'ble National Company Law Tribunal, grant such substitutions, endorsements or mutations in accordance with law.

Pending such substitution, endorsement or mutation by the concerned authority, the Transferee Company shall be entitled to continue to operate and carry on the healthcare business of the Transferor Company under such licences, registrations and approvals, in compliance with applicable law.

No act, omission or non-compliance of the Transferor Company prior to the Appointed Date shall, by itself, invalidate any licence or approval vesting in the Transferee Company, and the Transferee Company shall be entitled to take such corrective or remedial measures as may be required under applicable law.

All exemptions, incentives, concessions, subsidies, reimbursements, grants and benefits, whether fiscal or non-fiscal, granted to or availed of by the Transferor Company in relation to its healthcare operations shall, subject to applicable law and the conditions attached thereto, continue to be available to the Transferee Company.

The Transferee Company shall be entitled to apply for renewal, extension or continuation of any statutory, regulatory or healthcare-specific licence, registration or approval which falls due for renewal after the Appointed Date, in its own name, and such renewal shall not be denied solely on the ground of implementation of this Scheme.

All conditions, stipulations and obligations attached to any licence, registration, approval or consent transferred or vested pursuant to this Scheme shall continue to be binding on the Transferee Company, which undertakes to comply with the same in accordance with applicable law.

Nothing contained in this Scheme shall be construed as dispensing with, modifying or overriding any requirement of law, regulation or guideline applicable to hospitals or healthcare establishments, and the Transferee Company shall ensure continued compliance with all applicable healthcare, clinical, medical, safety, environmental and labour laws.

In the event any statutory or regulatory authority requires issuance of a fresh licence or approval in the name of the Transferee Company for continuation of any healthcare activity, the Transferee Company shall take necessary steps to obtain the same in accordance with applicable law, and the implementation of this Scheme shall not be deemed to be in violation of such requirement.

The inability to obtain any endorsement, substitution or mutation of any licence or approval prior to the Effective Date shall not affect the validity or enforceability of this Scheme or the vesting of the healthcare business in the Transferee Company.

13. COMPLIANCE WITH INCOME-TAX ACT, 1961

This Scheme has been framed in compliance with and with the intent to satisfy the conditions relating to "Amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961.

The entire consideration payable under this Scheme shall be discharged solely by issue of equity shares by the Transferee Company to the shareholders of the Transferor Company/Companies and no part of the consideration shall be discharged in cash.

Upon this Scheme becoming effective, all the shareholders of the Transferor Company/Companies shall become shareholders of the Transferee Company in accordance with the Share Exchange Ratio set out in this Scheme.

Accordingly, the transfer and vesting of the Undertakings of the Transferor Company/Companies pursuant to this Scheme shall not be regarded as a transfer under Section 47 of the Income-tax Act, 1961.

In the event any provision of this Scheme is found to be inconsistent with the provisions of the Income-tax Act, 1961, such provision shall stand modified to the extent necessary to comply with the said Act, without affecting the remaining provisions of the Scheme.

14. GOODS AND SERVICES TAX

Upon this Scheme becoming effective, the unutilised Input Tax Credit relating to the Undertakings of the Transferor Company/Companies shall be transferred to and vest in the Transferee Company in accordance with the provisions Central Goods and Services Tax Act, 2017 read with the relevant Rules.

The Transferor Company/Companies and the Transferee Company shall be entitled to file necessary forms, declarations, returns and intimations to give effect to such transfer, and the concerned GST authorities shall give due effect to the same in accordance with law.

15. POWER TO MODIFY SCHEME

The Boards of Directors of the Transferor Company/Companies and the Transferee Company shall be entitled to make or consent to any modifications or amendments to this Scheme or to any conditions or limitations that may be imposed by the Hon'ble National Company Law Tribunal or any statutory or regulatory authority, provided that such modifications do not materially affect the Share Exchange Ratio or adversely affect the interests of shareholders or creditors.

16. CONTINUITY OF HEALTHCARE SERVICES AND PUBLIC INTEREST

The Scheme is in the interest of public healthcare and is not prejudicial to public interest, shareholders, creditors, employees or patients of either the Transferor Company/Companies or the Transferee Company.

Upon this Scheme becoming effective, all hospital operations, medical services, patient care activities, treatments, procedures, diagnostics and allied healthcare services carried on by the Transferor Company/Companies shall continue uninterrupted by the Transferee Company, without any disruption or adverse impact on patients.

All patients admitted, undergoing treatment or receiving medical services as on the Effective Date at any hospital or healthcare facility of the Transferor Company/Companies shall continue to receive such services on the same terms and standards of care as applicable prior thereto.

17. MEDICAL PROFESSIONALS, CONSULTANTS AND CLINICAL RESPONSIBILITY

All arrangements, empanelments, appointments and contractual engagements with doctors, consultants, specialists, visiting medical practitioners and other healthcare professionals of the Transferor Company/Companies shall continue with the Transferee Company on the same terms and conditions, subject to applicable medical laws, ethical regulations and professional guidelines.

The clinical, ethical and professional responsibilities of medical practitioners shall continue to be governed by applicable medical laws, regulations and professional standards and shall not be adversely affected by the implementation of this Scheme.

18. MEDICAL RECORDS, PATIENT DATA AND CONFIDENTIALITY

All medical records, patient files, electronic health records, diagnostic data and healthcare information maintained by the Transferor Company/Companies shall stand transferred to and vest in the Transferee Company.

The Transferee Company shall maintain, store and process such records in compliance with applicable laws relating to medical confidentiality, data protection, patient privacy and professional ethics.

19. BIO-MEDICAL WASTE, ENVIRONMENTAL AND STATUTORY COMPLIANCE

All obligations, responsibilities and liabilities relating to bio-medical waste management, pollution control, environmental compliance and statutory health and safety requirements of the Transferor Company/Companies shall stand transferred to the Transferee Company.

The Transferee Company shall be entitled to take such corrective, remedial or compliance measures as may be required under applicable law, without affecting the validity of implementation of this Scheme.

20. INSURANCE AND MEDICAL INDEMNITY

All insurance policies of the Transferor Company/Companies, including professional indemnity insurance, clinical risk insurance, medical malpractice insurance, hospital liability insurance and asset insurance, shall continue in force and shall be endorsed in favour of the Transferee Company, subject to the terms thereof.

Pending such endorsement, the Transferee Company shall be entitled to the benefit of all such insurance policies as if it were the original insured.

21. CREDITORS AND FINANCIAL SAFEGUARDS

This Scheme does not involve any compromise, arrangement or reduction of liability in respect of any secured or unsecured creditor of the Transferor Company/Companies or the Transferee Company.

The rights and claims of all creditors shall remain unaffected and enforceable in accordance with applicable law.

22. SOLVENCY AND GOING CONCERN CONFIRMATION

The Boards of Directors of the Transferor Company/Companies and the Transferee Company confirm that each of the said companies is solvent and capable of meeting its liabilities as and when they fall due.

The Scheme is implemented on a going concern basis and does not involve winding up of the hospital or healthcare business of the Transferor Company/Companies.

No investigation proceedings under Sections 210 to 229 of the Companies Act, 2013 are pending against the Transferor Company or the Transferee Company as on the date of approval of this Scheme by their respective Boards of Directors.

23. REGULATORY RESPECT CLAUSE

Nothing contained in this Scheme shall be construed as dispensing with or overriding any requirement of compliance with applicable healthcare, medical, environmental or regulatory laws.

The sanction of this Scheme by the Hon'ble National Company Law Tribunal shall not be construed as a grant of any licence, approval or exemption, but shall enable the Transferee Company to seek appropriate substitutions, endorsements or mutations from the concerned authorities in accordance with applicable law.

24. STAFF, WORKMEN & EMPLOYEES

24.1 On the Scheme becoming operative, all staff, workmen and employees of the Transferor Company, if any, in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company without any break in their services and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to Transferor Company on the Effective Date.

24.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts or any statutory employee related liabilities (viz Provision for Leave Encashment, Provision for Gratuity, Provision for Contribution to Provident Funds etc) created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/funds/statutory liabilities of the Transferee Company for all purposes.

24.3 It is clarified that the services of the staff, workmen and employees of Transferor Company will be treated as having been continuous for the purpose of any employment related benefits accruing to such employees.

25. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY TILL EFFECTIVE DATE

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

25.1 The Transferor Company shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.

CHERTHALA

KINDORAMA HEALTHCARE PRIVATE LIMITED

25.2 All profits accruing to the Transferor Company or losses arising or expenditure incurred for the period falling on and after the Appointed Date shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferee Company.

25.3 All taxes, where applicable, including but not limited to income tax, minimum alternate tax, advance taxes, self-assessment tax, regular assessment tax, tax deducted at source by or on behalf of the Transferor Company, goods and service tax, wealth tax, sales tax, value added tax, excise duty, service tax, customs duty, research and development cess etc., payable by or refundable to the Transferor Company, including all tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under any law, on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as the said taxes of the Transferee Company.

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

25.5 The Transferor Company shall not declare any dividend, between the Appointed Date and the Effective Date, without the prior written consent of the Transferee Company.

25.6 The Transferor Company shall not vary, except in the ordinary course of business and through a separate agreement, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

25.7 Without prejudice to the above, the transfer of properties and liabilities and the continuance of proceedings by or against the Transferee Company shall not affect any transaction or proceedings concluded by the Transferor Company with the prior consent of the Transferee Company, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopt all acts, deeds and things done and executed by the Transferor Company as done and executed on behalf of itself.

26. DISSOLUTION OF TRANSFEROR

26.1 On the Scheme becoming effective, Kinder Womens Hospital shall stand dissolved without being wound up.

27. CONSIDERATION

27.1 Upon the coming into effect of the Scheme, and in consideration of the merger of Transferor Company with the Transferee Company, Transferor Company shall, without any further act or deed and without any further payment, issue and allot to the shareholders of Transferor Company whose name is recorded in the register of members of Transferor Company in the following manner

27.2 "115 fully paid-up equity shares of the face value of 10/- (Ten Rupees) each credited as fully paid up in the share capital of the Transferee Company (Kindorama) to the shareholders of Transferor Company (Kinder Womens) for the each shareholding of 100 equity shares held by the shareholders of Transferor Company (Kinder Womens)"

27.3 The Share Exchange Ratio set out in Clause 27.2 above has been determined on the basis of an independent valuation report issued by a Registered Valuer under Section 247 of the Companies Act, 2013. The Board of Directors of the Transferor Company and the Transferee Company have considered and approved the said valuation report while approving this Scheme.

27.4 Upon the Scheme becoming effective, any shares of the Transferor Company held by the Transferee Company, whether directly or indirectly, shall stand cancelled and extinguished without any further act or deed, and no shares shall be issued by the Transferee Company in consideration of such cancelled shares.

28. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Upon the Scheme becoming effective, merger of the Transferor Company with the Transferee Company will be accounted for in accordance with the applicable provisions of the Companies Act, 2013, Accounting Standards as prescribed under the Companies (Accounting Standards) Rules, 2021 and Generally Accepted Accounting Principles in India (Indian GAAP).

In terms of Accounting Standards (AS) 14, amalgamation of the Transferor Company with the Transferee Company will be accounted in the follow manner:-

a. Inter-company balances, if any, between Transferee Company and the Transferor Company shall stand cancelled;

b. All the assets and liabilities recorded in the books of Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by Transferee Company at their respective book values;

c. The identity of the reserves of the Transferor Company shall be preserved and the all the reserves of the Transferor Company under different heads shall become the corresponding reserves of the Transferee Company. Similarly, balance in the Profit & Loss Accounts of the Transferor and Transferee Companies will also be clubbed together.

d. The investment held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to the merger.

e. The surplus, if any, arising after taking the effect of sub clauses (a) to (d) above, shall be transferred to Capital Reserve Account in the financial statements of the Transferee Company. The deficit, if any, arising after taking the effect of sub clauses (a) to (d) above and adjustment of previously existing credit balance in capital reserve, if any, shall be debited to or adjusted to the securities premium or other revenue reserves of the Transferee Company, in that order, and if the Transferee Company has no reserves or has inadequate reserves, then the remaining deficit will be debited to an account titled 'Amalgamation Adjustment Reserve Account' and its nature shall be akin to Debit balance in Profit and Loss Account. The balance of this account shall be presented as part of reserves.

f. In case of any difference in accounting policy between the Transferee Company and the Transferor Company, the accounting policies followed by the Transferee Company will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies, following the amalgamation.

29. COMBINATION OF AUTHORISED CAPITAL

29.1 Upon sanction of this Scheme, the authorised share capital of Transferee Company shall automatically stand increased without any further act, instrument or deed including payment of stamp duty or fees payable to Registrar of Companies, by the authorised capital of transferor as on the Effective Date.

29.2 Accordingly, the existing capital clause in the Memorandum and Association of Articles of the Transferee Company shall stand amended as specified in clause 18 of Part III of this Scheme.

KINDER WOMEN'S HOSPITAL & FERTILITY CENTRE (P) LTD. CHERTHALA 688 5__

KINDORAMA HEALTHCARE PRIVATE LIMITED

PART III
OTHER TERMS AND CONDITIONS

APPLICATION TO NCLT

29.3 Transferor and transferee shall with all reasonable dispatch, make all necessary applications under Sections 230 to 232 of the 2013 Act and other applicable provisions of the 2013 Act, to the NCLT for seeking approval of the Scheme.

29.4 Transferor and transferee shall be entitled, pending sanction of the Scheme to apply to any appropriate authority, if required under any law for such consents and approvals which they may require to effect the Scheme.

30. CONDITIONALITY OF THE SCHEME

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

a) The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

b) The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company (Kinder Womens), and the Transferee Company (Kindorama) as the case may be by way of a meeting or dispensation, and as directed by the NCLT.

c) The Scheme being sanctioned by NCLT or any other authority under Sections 230 to 232 and other applicable provisions of the 2013 Act.

d) The certified copies of the Orders of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, Kochi by Kinder and Kindorama.

31. AMENDMENT OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION

31.1 The Memorandum of Association and Articles of Association of the Transferee (relating to the authorised capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to applicable provisions of the 2013 Act and for this purpose the stamp duty and fees paid on the authorised capital of the Transferor Company shall be utilised and applied to the increased authorised share capital of Transferee and no payment of any extra stamp duty and/or fee shall be required by Transferee for increase in the authorised share capital to that extent. Clause V of the Memorandum of the Association of transferee, post effecting Part II of this Scheme, shall without any further act, instrument or deed, be and stand altered, modified and amended pursuant to sections 13, 62, 232 of the 2013 Act and other applicable provisions the 2013 Act, be replaced by the following clause:

"The Authorized Share Capital of the Company shall be Rs. 150,00,00,000/-(Rupees One Hundred and Fifty Crore Only) divided into 125,00,00,000 (One Hundred and Twenty Five crore only) Equity Shares of Rs.10/- (Rupees Ten Only) and 25,00,00,000/- (Twenty five Crore only) preference shares of Rs.10/- each (Rupees Ten only) each with power of the Board of directors of the company to increase or reduce such capital, from time to time, in accordance with the company regulations and the legislative provisions for the time being in force in this behalf and with the power to sub-divide the shares in the capital for the time being".

It is clarified that the approval of the members of transferee to the Scheme shall be deemed to be their consent/ approval for the increase of the authorised capital, amendment of the capital clause of the Memorandum of Association under the provisions of section 13 and 62 of the Companies Act, 2013 and the other applicable provisions of the 2013 Act as the case may be.

32. EFFECT OF NON-RECEIPT OF APPROVALS

32.1 In the event of any of the said sanctions and approvals referred to in preceding clause not being obtained and/or the Scheme not being sanctioned by the NCLT or such other competent authority and/or the order not being passed as aforesaid before such date as may be agreed by the respective Board of Directors of Kinder and Kindorama, the Scheme shall become null and void, and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

33. SEVERABILITY

33.1 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of Kinder and Kindorama, affect the validity or implementation of the other parts and/or provisions of this Scheme.

34. COSTS, CHARGES AND EXPENSES

34.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by Transferee.

KINDER WOMEN'S HOSPITAL & FERTILITY CENTRE (P) LTD * CHERTHALA 688 52

Thottupura Ramachandran Saseendranath (Director)
For Kinder Womens Hospital and Fertility Centre Private Limited

Thottupura Ramachandran Saseendranath (Director)
For Kindorama Healthcare Private Limited

KINDORAMA HEALTHCARE PRIVATE LIMITED *

KINDORAMA HEALTHCARE PRIVATE LIMITED

SWAP RATIO REPORT

SUNOJ SANNI FCA, ACS, DISA (ICAI)
IBBI Registered Valuer- Securities or Financial Assets
RV No. IBBI/RV/03/2020/13033
COP No. ICSI RVO/COP/SFA0420/151
ICAI Membership No. 221526

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EXECUTIVE SUMMARY

To

KINDORAMA HEALTHCARE PRIVATE LIMITED
REGD OFFICE: XXXIII/1233-B, FIRST FLOOR, KADAVIL CASTLE, PUKKATTUPADY ROAD, TOLL JUNCTION, EDAPPALLY P.O., ERNAKULAM, KERALA - 682024
(CIN: U85110KL2014FTC037144)

Ref: Valuation certificate on Exchange ratio for minority equity shares equity of KINDORAMA HEALTHCARE PRIVATE LIMITED viz-a-viz the equity shares of KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED as on 31st December 2025 for the purpose of acquisition of minority interest in the latter.

I have been engaged by **KINDORAMA HEALTHCARE PRIVATE LIMITED** a company registered under the Companies Act, 2013 (Corporate Identification Number: U85110KL2014FTC037144) at XXXIII/1233-B, First Floor, Kadavil Castle, Pukkattupady Road, Toll Junction, Edappally P.O., Ernakulam, Kerala, India- 682024, to determine fair share swap ratio as per the proposed scheme of acquisition of KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED by KINDORAMA HEALTHCARE PRIVATE LIMITED, in accordance with The Companies Act, 2013.

Based on the information provided by the management, I, **SUNOJ SANNI**, Chartered Accountant (ICAI Membership No. 221526) and Registered Valuer (Registration no: IBBI/RV/03/2020/13033), hereby certify that I have arrived at the "Fair Value" ("Valuation" or "Value") of equity value of the entity as on 31st December, 2025. Based on our valuation analysis, the fair equity value per share of the **KINDORAMA HEALTHCARE PRIVATE LIMITED** (Transferee Company) is **₹2,23,98,51,469.52** and that of the **KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED** (Transferor Company) is **₹73,69,86,289**, resulting in a fair share exchange ratio of **115 equity shares of the Transferee Company for every 100 equity share held in the Transferor Company**, subject to the assumptions and limitations stated herein. The detailed valuation report including computation of Equity Value of the Companies has been attached in subsequent pages

Regards,

SUNOJ SANNI
Reg. No. IBBI/RV/ 03/2020/ 13033
Securities or Financial Assets
IBBI REGISTERED VALUER

SUNOJ SANNI FCA, ACS, DISA (ICAI)
IBBI Registered Valuer – Securities or Financial assets
RV No. IBBI/RV/03/2020/13033 – COP No. ICSI RVO/COP/SFA0420/151
ICAI Membership No. 221526
UDIN: 26221526ZNZBZC5140
Date:05-02-2026
Place: Aluva

PURPOSE

I have been engaged by KINDORAMA HEALTHCARE PRIVATE LIMITED to determine the share exchange ratio for minority shares between KINDORAMA HEALTHCARE PRIVATE LIMITED and KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED for the proposed transaction in accordance with the applicable provisions of the Companies Act, 2013 and the rules made thereunder.

APPOINTING AUTHORITY

I, SUNOJ SANNI, a Registered Valuer with the Insolvency and Bankruptcy Board of India (IBBI) bearing the Registration No. IBBI/RV/03/2020/13033, have been appointed by the Management of the company to perform the valuation. This appointment is made in accordance with the rules and regulations prescribed by The Companies Act, 2013.

ABOUT THE VALUER

SUNOJ SANNI, identified as the "Valuer" in this context, holds the status of a Registered Valuer with Registration No. IBBI/RV/03/2020/13033. The Valuer is duly registered with the Insolvency and Bankruptcy Board of India, authorizing them to undertake the valuation of securities and financial assets pertaining to companies.

SUNOJ SANNI is a Chartered Accountant (Fellow member of ICAI) and is also a qualified Company Secretary, further enhancing his understanding of corporate governance and compliance matters. He has augmented his skill set by becoming an Information Systems Auditor (DISA-ICAI) in 2012, enabling him to specialize in auditing and assessing information systems. He has completed a Certificate Course on Goods and Services Tax (GST) and a Certificate course on concurrent audit of Banks conducted by the Institute of Chartered Accountants of India (ICAI). He is a speaker on technical subjects at ICAI and various educational institutions. Following his qualification, Sunoj Sanni gained valuable experience by being associated with the Audit and Assurance division of Deloitte Haskins & Sells for a period of three years. During his tenure, he held the position of Team Lead for audit and the limited review of Listed Companies, as well as being responsible for the Central Statutory audit of Banks.

SUNOJ SANNI
Reg. No. IBBI/RV/ 03/2020/ 13033
Securities or Financial Assets
IBBI REGISTERED VALUER

DISCLOSURE OF VALUER INTEREST OR CONFLICT

I, SUNOJ SANNI, hereby certify that I am suitably qualified and authorized to practice as a valuer. I confirm that I do not possess any pecuniary interest, whether financial or otherwise, that could potentially create a conflict of interest in conducting a proper valuation of the Company. This includes any parties associated with the Company, such as lenders or selling agents, if applicable.

As the valuer, I acknowledge that I will accept instructions to value the Company solely from the appointing authority or an eligible instructing party. Furthermore, I declare that I currently do not hold any present or planned future interest in the Company or its group companies if any and fee payable for this valuation is not contingent upon the value of the reported herein. The valuation will be conducted independently and in accordance with professional standards, regardless of any potential financial implications.

KEY DATES:

Date of Appointment: We have been appointed by the Directors wide letter dated **15th January, 2026.**

Valuation Date: The valuation exercise has been performed based on the information available to us as on **31st December, 2025**

Date of report: Our valuation report has been submitted as on **05th February, 2026.**

BACKGROUND OF THE COMPANIES INVOLVED IN ACQUISITION.

KINDORAMA HEALTHCARE PRIVATE LIMITED

KINDORAMA HEALTHCARE PRIVATE LIMITED, operating under the premier Kinder Hospital brand, is an Ernakulam-based healthcare provider incorporated on 22nd August 2014. As a strategic subsidiary of an international medical group, the company leverages global clinical protocols to deliver high-caliber, patient-centric services within the Indian market. It's authorized share capital is ₹1,20,00,00,000 (Rupees One Twenty Crore only) and it's paid up share capital is ₹1,11,51,72,140 (Rupees One Hundred and Eleven Crore, Fifty-One Lakh, Seventy-Two Thousand, One Hundred and Forty only) The directorship of KINDORAMA HEALTHCARE PRIVATE LIMITED **is** vested in the following individuals:

- THOTTUPURA RAMACHANDRAN SASEENDRANATH
- VETHODY KUMARAN PRADEEPKUMAR
- ANURAG AGGARWAL

SUNOJ SANNI
Reg. No. IBBI/RV/ 03/2020/ 13033
Securities or Financial Assets
IBBI REGISTERED VALUER

KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED

KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED is a private healthcare organisation incorporated on 07th January, 2008. Headquartered in Ernakulam, Kerala. The organisation focuses on delivering patient-centric, affordable, and high-quality medical care supported by strong clinical expertise. Its authorized share capital is ₹30,00,00,000 (Rupees Thirty Crore) and its paid-up capital is ₹26,30,00,000 (Rupees Twenty Six Crore Thirty Lakhs Only).The registered office of the company is located at Maruthorvattom Temple Road, Near N.H 47, Cherthala, Kerala 688539 The directorship of KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED is vested in the following individuals:

- THOTTUPURA RAMACHANDRAN SASEENDRANATH
- VETHODY KUMARAN PRADEEPKUMAR
- ANURAG AGGARWAL

BASIS OF FAIR SHARE SWAP RATIO

The basis of the fair share swap ratio for the Proposed Scheme would have to be determined after taking into consideration all the factors and methods mentioned hereinabove and to arrive at a final value for the shares of each company. It is, however, important to note that in doing so, we are not attempting to arrive at the absolute values of the Companies, but at their relative values to facilitate the determination of the fair share swap ratio. We have independently applied methods discussed above, as considered appropriate, and arrived at their assessment of value per share of the Companies. To arrive at the consensus on the fair share swap ratio for the Proposed Scheme, rounding off has been done in the values/ratio. The fair share swap ratio has been arrived at based on the various approaches/methods explained herein earlier and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses, having regard to information base, key underlying assumptions and limitations.

SOURCES OF INFORMATION

- For the purpose of this report, the documents and/or information published or provided by management have been relied upon. Valuer have fully relied on the information provided by the Company and do not vouch for the accuracy of the information as is provided to us by the management of KINDORAMA HEALTHCARE PVT LTD and KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PVT LTD.

- Our expression of the opinion on the value of the Company is supported by all procedures that we deem to be relevant. We have obtained sufficient information, and relied on the data, facts, information, documents, and explanations as authenticated, and provided to us by the management and other data available in the public domain.

SUNOJ SANNI Reg. No. IBBI/RV/ 13033 IBBI REGISTERED VALUER Securities or Financial Assets

- We have assumed and relied upon the truth, accuracy and completeness of the information, data and financial terms provided to us or used by us. We have assumed that the same are not misleading and do not assume or accept any liability or responsibility for any independent verification of such information or any independent technical valuation or appraisal of any of the assets, operations or liabilities of the company. The valuation analysis and result are substantively based only on information contained in this report and are governed by concept of materiality.

SCHEME OF ACQUISITION

Under the scheme of this proposed scheme of acquisition, KINDORAMA HEALTHCARE PVT. LTD. acquires minority interest in KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PVT LTD .

METHOD OF VALUATION ADPOTED

In case of this valuation, the emphasis is on arriving at the "relative" values of the shares of the companies involved to facilitate determination of the "Share exchange Ratio". Hence the purpose is not to arrive at absolute values of the shares of the companies.

Based on the facts of the case, we have valued both the companies as per DCF Method.

DISCOUNTED CASH FLOW METHOD (DCF)

DCF method uses the future free cash flows of the company discounted by weighted average cost of capital (WACC). DCF method is a strong valuation tool as it concentrates on cash generation potential of a business. This method is based on the capability of a company to generate cash flows in the future. The free cash flows are projected for a certain number of years discounted at a discount rate that reflects a company's cost of capital and risk associated with the cash flow it generates.

SUNOJ SANNI Reg. No. IBBI/RV/ 03/2020/ 13033 Securities or Financial Assets IBBI REGISTERED VALUER

VALUTION OF KINDORAMA HEALTHCARE PVT LTD

Value of Enterprise	3,29,27,87,142.92
Add : Cash and Cash Equivalents	*6,84,70,081.87*
Less : Value of Debt	*17,97,88,598.76*
Less : Value of OCRPS	*19,50,00,000.00*
Equity Value	2,98,64,68,626.03
Less : Discount for Lack of Marketability	44,79,70,293.90
Less : Discount for Lack of Control	29,86,46,862.60
Net Value of Equity	2,23,98,51,469.52
Total Number of Outstanding Shares	*9,20,17,214.00*
Value per Share	24.34

VALUTION OF KINDER WOMENS HOSPTITAL AND FERTILITY CENTRE PVT LTD

Value of Enterprise	83,98,00,443.48
Add : Cash and Cash Equivalents	*14,66,68,814.94*
Less : Value of Debt	*38,20,873.00*
Equity Value	98,26,48,385.42
Less : Discount for Lack of Marketability	14,73,97,257.81
Less : Discount for Lack of Control	9,82,64,838.54
Net Value of Equity	73,69,86,289.06
Total Number of Outstanding Shares	*2,63,00,000.00*
Value per Share	28.02

SUNOJ SANNI
Reg. No. IBBI/RV/03/2020/13033
Securities or Financial Assets
IBBI REGISTERED VALUER

CONCLUSION OF VALUE

In the light of the above, and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, in our opinion the fair share swap ratio for the proposed acquisition of minority interest in KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PVT. LTD. by KINDORAMA HEALTHCARE PVT. LTD. would be as follows:

PARTICULARS	KINDORAMA HEALTHCARE PRIVATE LIMITED	KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED
Valuation Approach	**Value per share (INR)**	**Value per share (INR)**
(a) Asset Approach	Not Considered	Not Considered
(b) Income Approach		
Discounted cash flow method	**Rs. 24.34 per share**	**Rs. 28.02 per share**
(c) Market Approach	Not Considered	Not Considered
Fair value of Equity	**Rs.24.34 per share**	**Rs.28.02 per share**
SWAP Ratio	**1.15**	

For every 100 equity shares of face value of INR 10.00 of KINDER WOMENS HOSPITAL AND FERTILITY CENTRE PRIVATE LIMITED, 115 equity shares of face value of INR 10.00 of KINDORAMA HEALTHCARE PRIVATE LIMITED to be issued.

This Report and Fair Share Swap Ratio is based on the equity share capital structure of Kindorama Healthcare Pvt. Ltd. and Kinder Womens Hospital and Fertility Centre Pvt. Ltd.. Any variation in the equity capital of the Companies may have material impact on the Fair Share Swap Ratio

SUNOJ SANNI
Reg. No. IBBI/RV/03/2020/13033
Securities or Financial Assets
IBBI REGISTERED VALUER

SUNOJ SANNI FCA, ACS, DISA (ICAI)
IBBI Registered Valuer – Securities or Financial assets
RV No. IBBI/RV/03/2020/13033 – COP No. ICSI RVO/COP/SFA0420/151
ICAI Membership No. 221526
UDIN: 26221526ZNZBZC5140
Date :05-02-2026
Place:Aluva

Form No. MGT-11
PROXY FORM

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014}

CIN: U85110KL2014FTC037144
Name of the company: Kindorama Healthcare Private Limited
Registered office: XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024

Name of the Unsecured Creditor (s): Registered address: E-mail Id:

I/We, being the unsecured creditor (s) of …………. of the above named
The company, hereby appoint
1. Name: ……………………
Address:

E-mail Id:
Signature:……………., or failing him

2. Name: ……………………
Address:
E-mail Id:
Signature:……………., or failing him
as my/our proxy to attend for me/us and on my/our behalf at the Tribunal Meeting of the company, to be held on the 03rd day of September at 01:00 p.m at registered office of the company situated at XXXIII/ 1233-B, First Floor, Kadavil Castle Pukkattupady Road, Toll Junction, Ernakulam, Edapally, Kerala, India, 682024 and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.
1………………………………….
2…………………………………
3……………………………….
Signed this…… day of……… 20….

Affix Revenue Stamp

Signature of secured creditor(s)

Signature of Proxy holder(s)

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meetings.

ATTENDANCE SLIP
(To be handed over at the entrance of the Meeting)

Name of the Member/Creditor: ____________________________

Folio No./DP ID & Client ID/Creditor Reference No.: ____________________

Category:
☐ Equity Shareholder
☐ Secured Creditor
☐ Unsecured Creditor

No. of Shares held / Amount of Debt Outstanding: ____________________

Name of Proxy (if applicable): ____________________________

I/We hereby record my/our presence at the NCLT convened meeting of the Company held on __________.

Signature of Member/Creditor/Proxy: ____________________

Name of Member/Creditor/Proxy: ____________________

Date: ___________

LOCATION MAP TO THE VENUE OF MEETING