

NOTICE CONVENING MEETING OF THE CREDITORS

NOTICE is hereby given that Meeting of the Creditors of REGENCY HOSPITAL LIMITED will be held on Monday, October 29, 2018 at 11:30 A.M. at the Registered Office of the Company at A-2, Sarvodaya Nagar, Kanpur-208005 to transact the following business:-

SPECIAL BUSINESS:

ITEM NO.1

APPROVAL FOR THE SCHEME OF MERGER OF HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED (TRANSFEROR COMPANY), WHOLLY OWNED SUBSIDIARY OF THE COMPANY WITH REGENCY HOSPITAL LIMITED (TRANSFeree COMPANY)

To consider and if thought fit, to pass with or without modification(s), the following resolution by way of specified majority:

“RESOLVED THAT pursuant to the provisions of Section 233 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromises, Arrangement and Amalgamation) Rules, 2016 and subject to the approval by the Central Government, (powers delegated to the Regional Director) and approvals from such other Authorities as may be required in this regard and subject to members approvals at their respective general meetings, consent of the Creditors be and is hereby accorded for Merger of the Wholly Owned subsidiary, M/s HCG Regency Oncology Healthcare Private Limited (Transferor Company) with the Company i.e M/s Regency Hospital Limited (Transferee Company) and the Scheme of Merger for the same be and is hereby approved and shall become effective from 01st April, 2017 (the Appointed Date), subject to such modifications as may be recommended by the Registrar of Companies, Uttar Pradesh & Uttarakhand and/or Official Liquidator, Allahabad, Regional Director, Northern Region, New Delhi and/or such other persons as may be affected by the scheme.

RESOLVED FURTHER THAT the Board of Directors of the Company, be and are hereby authorized to make application/petition with the Regional Director, and provide other documents and to do all such acts, deeds, matters and things as may be necessary and expedient in connection therewith including filing of Notice, Application, Petition, affidavits, to make modifications as per the suggestions received and delegate such powers as may be required to other attorneys to give effect to this resolution.”

The Resolution provided in this notice seeks your approval to the said Scheme. The Explanatory Statement under Section 102 read with Section 233 and other applicable provisions of the Companies Act, 2013 and Details & Information as required under the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme of Amalgamation are forming part of this notice.”

Registered Office:
A-2, Sarvodaya Nagar,
Kanpur-208005

Place : Kanpur
Date : 01st October, 2018

By Order of the Board
For Regency Hospital Limited

Sd/-
(Atul Kapoor)
Managing Director
DIN No.-01449229

Notes:

1. **CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HER/HIM AND THE PROXY NEED NOT BE THE CREDITOR OF THE COMPANY. THE FORM/ INSTRUMENT APPOINTING PROXY SHOULD, HOWEVER, BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY AT A-2, SARVODAYA NAGAR, KANPUR-208005, U.P, NOT LESS THAN FORTY EIGHT HOURS BEFORE THE COMMENCEMENT OF THE MEETING.**
2. A proxy form is enclosed herewith.
3. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, creditor would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than three days of advance notice in writing is given to the Company.
4. Where a body corporate which is a creditor of the company authorizes any person to act as its representative at the meeting of the creditors of the company, a copy of the resolution of the Board of Directors or other governing body of such body corporate authorizing such person to act as its representative at the meeting, and certified to be a true copy by a director, the manager, the secretary, or other authorised officer of such body corporate shall be lodged with the company at its registered office not later than 48 hours before the meeting.
5. A Minor shall not be appointed as a Proxy.
6. Creditors/Proxies should fill in the Attendance Slip for attending the Meeting and bring their Attendance Slips.
7. All alterations made in the form of the proxy should be initialed.
8. All the persons attending the Meeting are advised to bring their original photo identity cards for verification.
9. The Statement pursuant to the provisions of Section 102 of the Companies Act, 2013 in respect of Item No. 1 and Particulars to be disclosed under Rule 25(3)(a) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 are enclosed herewith and forms an integral part of this Notice.
10. The route map to the venue of the Meeting is enclosed herewith and forms an integral part of the notice.
11. The Company has, appointed Mr. Surendra Kumar Sahu, Company Secretary in Practice having Membership (ICSI Membership No. F5182 and CP No. 4040), as the Scrutinizer (as consented to be appointed as Scrutinizer) for conducting the voting in a fair and transparent manner.
12. The scrutiniser shall open the Polling Box in presence of 2 persons as witnesses after the voting is over and make a scrutiniser's report in Form MGT-13 addressed to the chairman stating therein the total votes cast, valid votes, votes in favour and against the resolution including the details of invalid polling papers and votes comprised therein.
13. Relevant documents referred to in the accompanying Notice and the Statement is open for inspection by the Creditors at the Registered Office of the Company on all working days, except Saturdays, during business hours up to the date of the Meeting.
14. Creditors may note that this notice will also be available on the Company's website viz. www.regencyhealthcare.in.

Registered Office:
A-2, Sarvodaya Nagar,
Kanpur-208005

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Managing Director
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EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

Item No.1

Regency Hospital Limited (Transferee Company) has recently acquired the entire shareholding of HCG Regency Oncology Healthcare Private Limited (Transferor Company) and furthermore both the companies are engaged in same line of business and therefore in order to consolidate the operations in the Transferee Company as well as eliminate the duplication of various processes it's proposed to amalgamate the Transferor Company by way of the present Scheme of Amalgamation into the Transferee Company. The rationale is further dealt with in detail in the proposed Scheme of Amalgamation, a copy of which is enclosed and circulated along with the present notice and statement.

None of the Director, Managing Director, Whole Time Director, Chief Financial Officer, Company Secretary or their relatives has got any concern or interest whether financial or otherwise, if any, in respect of Resolution proposed at item No.1.

Further, promoters, directors or manager and all other key managerial personnel are not interested in any manner in Transferor Companies as the entire shareholding of the Transferor Company is held by the Company itself. Further, none of the Directors on the Board of Directors of Transferor Company are getting any remuneration from the said Company.

The information as submitted above and documents as available for inspection are sufficient and relevant for the respective lenders/ creditors for making their decision for or against the proposed Scheme of Amalgamation.

THE FOLLOWING ARE THE DETAILS OF TRANSFEROR AND TRANSFEE COMPANY AS REQUIRED UNDER RULE 6(3) OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016:

- (i) Details of the order of the Tribunal directing the calling, convening and conducting of the meeting:-The clause is not applicable.
- (ii) Details of the Companies:

TRANSFEROR COMPANY:

Sr. No.	Category	Particulars
1.	CIN	U85191UP2011PTC045234
2.	Permanent account Number	AAAFCR3896R
3.	Name of the Company	HCG Regency Oncology Healthcare Private Limited
4.	Date of Incorporation	10/06/2011
5.	Type of Company	Private Limited Company
6.	Registered Office of the company and email ID	A-4, Sarvodaya Nagar, Kanpur-208005, U.P, India Email:-rishitandon@regencyhealthcare.in
7.	Main Objects of the Company as per the Memorandum of Association	<ol style="list-style-type: none">1) To carry on the business of rendering treatment to persons suffering from cancer, to carry on research therein and to train various persons in scientific methods of cancer treatment and to generally act as a provider of various services in the treatment for and research in the field of oncology.2) To carry on the business of establishing, developing, leasing, managing, operating and running of medical service centers such as nursing care homes, hospitals, polyclinics, health resorts, health clubs, in-patient and out-patient wards, laboratories, scanning, diagnostic and other medical amenity centers, therapy units, theatres and allied consultation cells.3) To carry on the business of production and selling of isotopes, wholesale and retail pharmacists and druggists, manufacture, process, buy, sell, import, export, pack, bottle, vial, label all kinds and descriptions of pharmaceuticals, chemicals, radio pharmaceuticals to PET CT Centres, manures, fertilizers,

		<p>insecticides, fungicides, pesticides and all other allied chemicals and medical preparations required for medical, agricultural, plantations, and industrial purposes and also all kinds of medical and other instruments, equipment's, implements, components and other accessories.</p> <p>4) To undertake clinical and cell molecular biology, stem cells and genetic related research activities, establish well equipped laboratory, undertake drug and diagnostic discovery research activities including but not limited to genetic and expression based target validation and identification, bio marker discovery and assay optimization, pharmacogenomics studies, bio informatics, pre- clinical evaluations, clinical trials, post marketing clinical research and tool development and carry on advanced medical imaging in the field of oncology, cardiology, neurology and other related fields, analytical experimental research analysis and testing, development and other work or undertaking in relation to medical diagnosis.</p>																		
8.	Details of change of name registered office and objects of the Company during the last five years	<p>The Company has not changed its name or altered its object clause during the last five years.</p> <p>The Company has shifted its registered office vide the Board Resolution passed at their meeting held on 22nd November 2016 from A-2, Sarvodaya Nagar, Kanpur to A-4, Sarvodaya Nagar, Kanpur-208005, U.P India</p>																		
9.	Name of stock exchanges (s) where securities of the company are listed, if applicable	As on date, the securities of the Company are not listed on any Recognized Stock Exchange.																		
10.	Details of the capital structure of the company.	<table><tr><th colspan="2">Authorized Share Capital:</th></tr><tr><th>Particulars</th><th>Amount in Rs.</th></tr><tr><td>3,50,00,000 equity shares of Rs.10/- each</td><td>35,00,00,000</td></tr><tr><td>Total</td><td>35,00,00,000</td></tr><tr><td colspan="2">Issued, Subscribed and Paid-up Capital:</td></tr><tr><th>Particulars</th><th>Amount in Rs.</th></tr><tr><td>3,02,52,475 equity shares of Rs.10/- each</td><td>30,25,24,750</td></tr><tr><td>Total</td><td>30,25,24,750</td></tr><tr><td colspan="2"></td></tr></table>	Authorized Share Capital:		Particulars	Amount in Rs.	3,50,00,000 equity shares of Rs.10/- each	35,00,00,000	Total	35,00,00,000	Issued, Subscribed and Paid-up Capital:		Particulars	Amount in Rs.	3,02,52,475 equity shares of Rs.10/- each	30,25,24,750	Total	30,25,24,750		
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11.	Name of the Promoters and Directors along with their address.	<table><tr><th colspan="3">NAME OF THE PROMOTERS:</th></tr><tr><th>S. No.</th><th>Name of the Promoter</th><th>Address</th></tr><tr><td>1.</td><td>Dr. Atul Kapoor (DIN: 01449229)</td><td>117/H-1/197, Pandu Nagar, Kanpur-208005, U.P India</td></tr><tr><td>2.</td><td>Regency Hospital Ltd. (CIN: U85110UP1987 PLC008792)</td><td>A-2, Sarvodaya Nagar, Kanpur 208005, U.P India</td></tr></table>	NAME OF THE PROMOTERS:			S. No.	Name of the Promoter	Address	1.	Dr. Atul Kapoor (DIN: 01449229)	117/H-1/197, Pandu Nagar, Kanpur-208005, U.P India	2.	Regency Hospital Ltd. (CIN: U85110UP1987 PLC008792)	A-2, Sarvodaya Nagar, Kanpur 208005, U.P India						
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		NAME OF THE DIRECTORS:	
		S. No. Name of the Director	Address
		1. Dr. Atul Kapoor (DIN: 01449229)	117/H-1/197, Pandu Nagar, Kanpur-208005, U.P India
		2. Dr. Rashmi Kapoor (DIN: 01818323)	117/H-1/197, Pandu Nagar, Kanpur-208005, U.P India
12.	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 Transferor Company is a wholly owned subsidiary of Regency Hospital Limited.	
13.	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;	<p>The Board of Directors approved the Scheme of Merger vide their meeting held on 18th April 2018.</p> <p>The Board consists of following two Directors who were present in the Meeting:</p> <p>1. Dr. Atul Kapoor 2. Dr. Rashmi Kapoor</p> <p>Both the above two Directors participated in the meeting and voted in favour of the resolution.</p> <p>None of the Directors voted against the resolution</p>	

TRANSFEREE COMPANY:

Sr. No.	Category	Particulars
1.	CIN	U85110UP1987PLC008792
2.	Permanent account Number	AAACR6583J
3.	Name of the Company	REGENCY HOSPITAL LIMITED
4.	Date of Incorporation	08/06/1987
5.	Type of Company	Public Limited Company
6.	Registered Office of the company and email id	A-2, Sarvodaya Nagar, Kanpur-208005, U.P India rishitandon@regencyhealthcare.in
7.	Main Object of Company As per Memorandum of Association.	1) To carry on the business and profession of dispensation of medical advice, assistance and relief in all its departments inter-alia, including General & Specialized Surgery, Medicine, Orthopedics, Padiatrics, Cynaecology, ENT, Ophthalmology, Thoracic, Nephrology, Neurology, Neo-natology and any other branch of medical science and to provide facilities for diagnosis, treatment, confinement for convalescence, with or without profit to persons who are sick, ill, injured, disabled or otherwise in need of the same and for that purpose acquire, establish, maintain & run hospital or hospitals, nursing homes, dispensaries, clinics or any other centre for medical diagnosis, relief, treatment, confinement, convalescence or facility, by whatever name called.

		2) To purchase, acquire, take or give on hire all types of modern electronic and/or mechanical machines and/or devices to provide, initiate or promote facilities for the discovery, improvement or development of new methods of diagnosis, understanding, prevention and treatment of disease.																																										
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		4.	Mr. Rajiv Kumar Bakshi DIN: 00264007	A 803, Shiromani Towers, Rajkamal Studio Compound, Dr. S. S. Rao Road, Parel, Mumbai, 400012, India
		5.	Mr. Rabindra Nath Mohanty DIN: 07895550	Flat No.410, Gulmohar Garden, Phase-I, Shahstri Nagar, Kanpur-208005 U.P, India
		6.	Mr.Charles Antoine Emmanuel T Janssen DIN: 07726977	110, Chaussee De Bruxelles La Hulpe 001310 Belgium
		7.	Tanushree Shyam Bagrodia DIN: 06965596	601, Prabhu Kunj, Pedder Road, Mumbai-400026, Maharashtra, India
12.	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.	M/s HCG Regency Oncology Healthcare Private Limited (Transferor Company) is wholly owned subsidiary of Regency Hospital Limited. (Transferee Company)		
13.	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;	<p>The Board of Directors approved the Scheme of Merger vide their meeting held on 17th April, 2018.</p> <p>The following Directors were present in the Meeting:</p> <ol style="list-style-type: none"> Dr. Atul Kapoor Dr. Rashmi Kapoor Mr. Anil Kumar Khemka Mr. Rabindra Nath Mohanty Mr. Charles Antoine Emmanuel T Janssen <p>All the above Five Directors participated in the meeting and voted in favour of the resolution.</p> <p>None of the Directors voted against the resolution.</p>		

STATEMENT TO BE ANNEXED TO THE NOTICE

Pursuant to Rule 6(3)(v) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

Following are the details disclosing of the Scheme of Merger:

Sr. No.	Category	Particulars																				
1.	Parties involved in such compromise or arrangement	M/s. HCG REGENCY ONCOLOGY HEALTHCARE PVT. LTD (Transferor Company) M/s. REGENCY HOSPITAL LIMITED (Transferee Company)																				
2.	In case of amalgamation or merger appointed date, effective date, share exchange ratio (if applicable) and other considerations, if any	Appointed date: 01.04.2017 Effective date: The date on which the certified copy of the order of the Regional Director, Northern Region, New Delhi sanctioning the Scheme of Merger is filed with Registrar of Companies of Uttar Pradesh & Uttarakhand, Kanpur. Consideration: Since, HCG Regency Oncology Healthcare Pvt. Ltd is a wholly owned subsidiary of Regency Hospital Limited, the entire equity share capital of HCG Regency Oncology Healthcare Pvt. Ltd shall stand cancelled and hence no new equity shares will be allotted through the proposed Scheme of Merger.																				
3.	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;	Not Applicable since, HCG Regency Oncology Healthcare Pvt. Ltd is a wholly owned subsidiary of Regency Hospital Limited, the entire equity share capital of HCG Regency Oncology Healthcare Pvt. Ltd shall stand cancelled and hence no new equity shares will be allotted through the proposed Scheme of Merger.																				
4.	Details of capital/debt restructuring, if any;	<table><tr><td colspan="2">PRE MERGER SHARE CAPITAL OF HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED</td></tr><tr><td>AUTHORIZED SHARE CAPITAL</td><td>HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED</td></tr><tr><td>Equity shares</td><td>35,00,00,000.00 (divided into 3,50,00,000 shares of Rs. 10/- each)</td></tr><tr><td>TOTAL</td><td>35,00,00,000.00</td></tr><tr><td colspan="2">PRE MERGER SHARE CAPITAL OF REGENCY HOSPITAL LIMITED</td></tr><tr><td>AUTHORIZED SHARE CAPITAL</td><td>REGENCY HOSPITAL LIMITED</td></tr><tr><td>Equity shares</td><td>20,00,00,000.00 (divided into 2,00,00,000 shares of Rs. 10/- each)</td></tr><tr><td>TOTAL</td><td>20,00,00,000.00</td></tr><tr><td colspan="2">POST MERGER SHARE CAPITAL OF REGENCY HOSPITAL LIMITED</td></tr><tr><td colspan="2">(on filing of the Order of Hon'ble Regional Director, Northern Region, New Delhi with the Registrar of Companies of Uttar Pradesh & Uttarakhand, in Form INC-28 with respect to the Scheme of Merger between HCG Regency Oncology</td></tr></table>	PRE MERGER SHARE CAPITAL OF HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED		AUTHORIZED SHARE CAPITAL	HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED	Equity shares	35,00,00,000.00 (divided into 3,50,00,000 shares of Rs. 10/- each)	TOTAL	35,00,00,000.00	PRE MERGER SHARE CAPITAL OF REGENCY HOSPITAL LIMITED		AUTHORIZED SHARE CAPITAL	REGENCY HOSPITAL LIMITED	Equity shares	20,00,00,000.00 (divided into 2,00,00,000 shares of Rs. 10/- each)	TOTAL	20,00,00,000.00	POST MERGER SHARE CAPITAL OF REGENCY HOSPITAL LIMITED		(on filing of the Order of Hon'ble Regional Director, Northern Region, New Delhi with the Registrar of Companies of Uttar Pradesh & Uttarakhand, in Form INC-28 with respect to the Scheme of Merger between HCG Regency Oncology	
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		Healthcare Private Limited with Regency Hospital Limited)	
		AUTHORIZED SHARE CAPITAL	REGENCY HOSPITAL LIMITED
		Equity shares	55,00,00,000.00 (divided into 5,50,00,000 shares of Rs. 10/- each)
		TOTAL	55,00,00,000.00
5.	Rationale for the compromise or arrangement	<ol style="list-style-type: none"> 1. The arrangement would result in better and efficient utilization of resources of the Transferor Company and Transferee Company, reduction in overheads and other expenses resulting in synergy of operations and economies of scale and create a stronger base for future growth of the merged entity. 2. To have better administrative and managerial control for the management, as the merger of the companies would ensure synergy in administration and management. 3. The Transferee Company will derive and avail the benefits of assets and reserves of the Transferor Company, thereby increasing its financial strength and the ability to make larger investments and help in expeditious and economical implementation of its proposed projects thereby enhancing the value of its business and asset base to result in maximization of shareholders wealth. 4. The proposed Arrangement in general will have beneficial results for the Companies, their shareholders, employees and all other stakeholders. 	
6.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	<ol style="list-style-type: none"> 1. The arrangement would result in better and efficient utilization of resources of the Transferor Company and Transferee Company, reduction in overheads and other expenses resulting in synergy of operations and economies of scale and create a stronger base for future growth of the merged entity. 2. To have better administrative and managerial control for the management, as the merger of the companies would ensure synergy in administration and management. 3. The Transferee Company will derive and avail the benefits of assets and reserves of the Transferor Company, thereby increasing its financial strength and the ability to make larger investments and help in expeditious and economical implementation of its proposed projects thereby enhancing the value of its business and asset base to result in maximization of shareholders wealth. 4. The proposed Arrangement in general will have beneficial results for the Companies, their shareholders, employees and all other stakeholders. 	
7.	Amount due to creditors	Secured Rs. 82,85,93,707.04 : As on 31.08.2018 Unsecured Rs. 24,72,76,665.76 : As on 31.08.2018	
8.	Disclosure about the effect of the compromise or arrangement on: (a) Key managerial personnel; (b) directors; (c) promoters;	All the staff, workmen and other employees on the permanent rolls of the Transferor Company immediately before the Transfer of the Undertaking under the Scheme shall become the staff, workmen and employees of the Transferee Company as per the details mentioned in the scheme.	

	(d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) (l) employee of the (j) Company	The proposed Arrangement in general will have beneficial results for the Companies, their shareholders, employees and all other stakeholders. The proposed scheme would not affect the Key Managerial Personnel, Director, Promoters, non-promoter members; creditors and employees of the company. The Company does not have any depositors, debenture holders, deposit trustee and debenture trustee.
9.	Investigation or proceedings, if any, pending against the company under the Act.	There are no pending proceedings against the Company.
10.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other government authorities required, received or pending for the purpose scheme of compromise or arrangement	1. No Objection Certificate (NOC) received from the office of Registrar of Companies, Kanpur bearing reference no. TC/Amal/Sec.233/2017/Regency Hospital/2509 dated 20.08.2018. 2. No Objection Certificate (NOC) received from the office of Official Liquidator, Allahabad bearing reference no. OL/Amalgamation/HCG/5086 dated 09.08.2018.

The following Documents and other relevant documents are available for obtaining extract or for making/ obtaining copies of or for inspection by the members and creditors namely:

1. Audited financial statements of the company including consolidated financial statements for the year ended 31st March 2017 and latest Audited Interim financial statements as on 28th March 2018;
2. Declaration of Solvency along with Auditors certificate;
3. Copy of scheme of compromise or arrangement;
4. 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 will be done in conformity with the Accounting standards prescribed under section 133 of the Companies Act, 2013;
5. No Objection Certificate (NOC) received from the office of Registrar of Companies, Kanpur bearing reference no. TC/Amal/Sec.233/2017/Regency Hospital/2509 dated 20.08.2018
6. No Objection Certificate (NOC) received from the office of Official Liquidator, Allahabad bearing reference no. OL/Amalgamation/HCG/5086 dated 09.08.2018.
7. such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;

Registered Office:
A-2, Sarvodaya Nagar,
Kanpur-208005

Place : Kanpur
Date : 01st October, 2018

By Order of the Board
For Regency Hospital Limited

Sd/-
(Atul Kapoor)
Managing Director
DIN No.-01449229

FORM NO. CAA.10
[Pursuant to section 233(1)(c) and rule 25(2)]

Declaration of Solvency

1. (a) Corporate identity number (CIN) of company : **U85110UP1987PLC008792**
(b) Global location number (GLN) of company: **N.A.**
2. (a) Name of the company: **REGENCY HOSPITAL LIMITED**
(b) Address of the registered office of the company: **A-2, SARVODAYA NAGAR, KANPUR-208005, U.P. INDIA**
(c) E-mail ID of the company: **rishitandon@regencyhealthcare.in**
3. (a) Whether the company is listed: **No**
(b) If listed, please specify the name(s) of the stock exchange(s) where listed:
-----N.A-----
4. Date of Board of Directors' resolution approving the scheme: **17th April, 2018**

Declaration of Solvency

We, the directors of **M/s REGENCY HOSPITAL LIMITED** do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as at 28th March 2018 being the latest date of making this declaration.

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

Signed for and behalf of the board of directors

For Regency Hospital Limited

Sd/-	Sd/-
Atul Kapoor	Rashmi Kapoor
(Managing Director)	(Whole-time Director)
DIN No-01449229	DIN No-01818323

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger between M/s HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED (Transferor Company) with M/s REGENCY HOSPITAL LIMITED (Transferee Company) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 31st day of July, 2018

For Regency Hospital Limited

Sd/-	Sd/-
Atul Kapoor	Rashmi Kapoor
(Managing Director)	(Whole-time Director)
DIN No-01449229	DIN No-01818323

Attachments:

- a) Copy of Board resolution
- b) Statement of Assets and Liabilities
- c) Auditor's Report on the Statement of Assets and Liabilities.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF M/S REGENCY HOSPITAL LIMITED HELD ON 17th DAY OF APRIL 2018 AT B-5, SARVODAYA NAGAR, KANPUR-208005, U.P. INDIA

To consider the proposal for merger of HCG Regency Oncology Healthcare Private Limited with Regency Hospital Limited

“RESOLVED THAT pursuant to section 233 and Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any of the Act and as per the Articles of Association of the Company and subject to approval/consents as may be required of members/creditors and approval of Registrar of Companies, Regional Director, Central Government, Official Liquidator and/or such other sectoral authorities and/or parties, the consent of the Board be and is hereby accorded to merge **‘HCG Regency Oncology Healthcare Private Ltd..’ (being wholly owned subsidiary of Regency Hospital Limited)** into the Company in accordance with the terms of draft scheme of Merger as placed before the meeting (including any amendment, modifications, alterations, if any as may be suggested by any of aforesaid authorities/ regulators/ members/ creditors)

RESOLVED FURTHER THAT the draft scheme of merger submitted to this meeting and initialed by the chairman for the purpose of identification be and is hereby approved and that Directors of the Company be and are hereby severally authorized to carry out such alteration and changes therein as may be suggested by Registrar of Companies and Official Liquidator having jurisdiction over the company provided that prior approval of the Board shall be obtained for making any material changes in the said draft scheme of amalgamation as approved in this meeting.

RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorized to sign, modify and submit the scheme and/or such other documents, forms, papers, declarations, affidavits, applications and/ or petitions, letter of authority in relation to the scheme including but not limited to Form CAA-9, Form CAA-10, GNL-1, GLN-2 and other documents, to Registrar of Companies, Central Government, Official Liquidator and/or such other sectoral authorities and/or parties as may be required, and to do all such acts, deeds, matters and things as may be required including but not limited to appointing and authorizing of various attorneys, professionals, representatives for representing the company before various authorities and/or tribunals to give effect to those resolutions, in the expedient interest of the Company.

RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorized to issue a certified true copy of this resolution to various authorities and/or parties as may be required from time to time.”

Certified True Copy

For Regency Hospital Limited

Sd/-
Atul Kapoor
(Managing Director)
DIN No-01449229

Sd/-
Rashmi Kapoor
(Whole-time Director)
DIN No-01818323

Statement of Assets and Liabilities as at 28 March 2018
pursuant to Section 233(1)(c) of Companies Act, 2013 read with Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016

Name of the Company : Regency Hospital Limited

		All amount in INR	
		Assets	
	Particular	Book value	Estimated realisable value*
1	Balance at bank	2,06,40,384	2,06,40,384
2	Cash in hand	32,29,601	32,29,601
3	Marketable securities	4,70,54,052	4,98,50,963
4	Bills receivables	-	-
5	Trade debtors	33,77,09,167	33,77,09,167
6	Loans & advances	20,83,82,603	20,83,82,603
7	Unpaid calls	-	-
8	Stock-in-trade	6,48,78,519	6,48,78,519
9	Work in progress	-	-
10	Freehold properties@	59,60,58,584	66,23,03,700
11	Leasehold properties@	10,91,58,910	16,81,66,755
12	Plant and machinery	48,26,60,642	48,26,60,642
13	Furniture, fitting, utensils etc	2,43,63,494	2,43,63,494
14	Patents, trademark etc	-	-
15	Investments other than marketable securities#	39,58,87,253	39,58,87,253
16	Other property\$	54,81,26,893	55,06,62,200
	Total	2,83,81,50,102	2,96,87,35,282

* As per the management, the figures mentioned above are expected to be their minimum realisable values.

@ Estimated realisable value for Freehold properties and leasehold properties have been mentioned from the valuation certificates obtained by the management from M/s Nirman Consultants.

Unquoted

\$ Other property includes buildings having book value of Rs. 285,781,803 and estimated realisable value of Rs. 288,316,625. Estimated realisable value for the same have been mentioned from the valuation certificates obtained by the management from M/s Nirman Consultants.

		All amount in INR Liabilities
Particular		Estimated to rank for payment
1	Secured on specific assets	85,91,68,521
2	Secured by floating charge(s)	-
3	Estimated cost of liquidation and other expenses including interest accruing untill payment of debts in full	-
4	Unsecured creditors (amount estimated to rank for payment)	
	Trade accounts	15,87,98,938
	Bills payable	-
	Accrued expenses	4,04,25,911
	Other liabilities	32,64,08,430
	Contingent liabilities*	5,79,77,446
	Total Liabilities	1,44,27,79,246
	Total estimated value of assets	2,96,87,35,282
	Total liabilities	1,44,27,79,246
	Estimated surplus after paying debts in full	1,52,59,56,036

* Interest and claims by customers, suppliers, lenders and employees may be payable as and when the outcome of the related matters are finally determined and hence have not been included above. Management based on legal advice and historical trends, believes that no material liability will devolve on the Company in respect of these matters.

For and on behalf of the Board of Directors

For Regency Hospital Limited

Sd/-
Atul Kapoor
(Managing Director)
DIN No-01449229

Sd/-
Rashmi Kapoor
(Whole-time Director)
DIN No-01818323

**Independent auditor's certificate on Statement of Company's assets and liabilities as at
28 March 2018, pursuant to Section 233(1)(c) of Companies Act, 2013 read with Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016**

To
The Board of Directors
Regency Hospital Limited
A-2, Sarvodaya Nagar
Kanpur-208005
Uttar Pradesh

1. This certificate is issued in accordance with the terms of our engagement letter dated 03 April 2018 with Regency Hospital Limited (the 'Company').
2. The accompanying Statement of assets and liabilities as at 28 March 2018 ('the Statement') has been prepared by the Company's management in accordance with the requirements of Section 233(1)(c) of the Companies Act, 2013 (the 'Act') and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for the purpose of filing with the Registrar of Companies as an annexure to the Form No. CAA.10, Declaration of Solvency, in connection with the proposed Scheme of Arrangement between the Company and its wholly-owned subsidiary company, HCG Regency Oncology Healthcare Private Limited and their respective shareholders and creditors, with proposed appointed date of 01 April 2017 (the 'draft Scheme'). We have initialed the Statement for identification purposes only.

Management's Responsibility for the Statement

3. The preparation of the Statement and the preparation and maintenance of all accounting and other relevant supporting records and documents is the responsibility of the Management of the Company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimate that are reasonable in the circumstances. The Management is also responsible for ensuring compliance with the requirements of section 233 of the Act and the rules thereunder.

Auditor's Responsibility

4. It is our responsibility to express reasonable assurance on whether the particulars in the Statement have been accurately extracted from the audited special purpose interim financial statements for the period 01 April 2017 to 28 March 2018 and other relevant records and documents of the Company.
5. The audited standalone financial statements referred to in paragraph 4 above have been audited by us, on which we issued an unmodified audit opinion vide our report dated 26 July 2018. Our audit of these financial statement was conducted in accordance with the Standards on Auditing specified under section 143(10) of the Act and other applicable authoritative pronouncements issued by the Institute of Chartered Accountants of India ('the ICAI'). Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audits were not planned and performed in connection with any transactions to identify matters that may be of potential interest to third parties.
6. We conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ('the Guidance Note'), issued by the ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
7. We have complied with the relevant applicable requirements of the Standard of Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements, issued by the ICAI.
8. A reasonable assurance engagement involves performing procedures to obtain sufficient appropriate evidence on the reporting criteria mentioned in paragraph 4 above. The procedures selected depend on the auditor's judgment, including the assessment of the risks associated with the reporting criteria. We have performed the following procedures in relation to the Statement:
 - i) Traced the figures stated under the columns 'Book value' under 'Assets' and 'Estimated to rank for payment' under 'Liabilities', from the financial statements mentioned in paragraph 4 above.
 - ii) Traced the figures stated under the columns 'Estimated Realisable Value' under 'Assets', from the Valuation

certificates obtained from the management for freehold properties, leasehold properties and buildings.

- iii) Trace the figures stated under the columns 'Estimated Realisable Value' under 'Assets', from the Net Asset Value (NAV) of marketable securities.
- iv) Ensured that the figures mentioned under the column 'Estimated Realisable Value' under 'Assets', for assets other than stated in point (ii) and (iii) above, are expected to be their minimum estimated realisable values, which are equivalent to their book values.
- v) Obtained necessary representations from the Management of the Company.

Opinion

9. Based on the procedures performed as above, evidences obtained and the information and explanations given to us, along with representations provided by the Management, in our opinion, the particulars mentioned in the Statement have been accurately extracted from the aforementioned special purpose interim financial statements and other relevant records and documents of the Company for the period ended 28 March 2018.

Restriction on distribution or use

10. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the requirements of Section 233(1)(c) of the Act and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for the purpose of filing the Statement with the Registrar of Companies as an annexure to the Form No. CAA.10, Declaration of Solvency in connection with the draft Scheme. Our obligations in respect of this certificate are entirely separate from, and our responsibility and liability is in no way changed by, any other role we may have as auditors of the Company or otherwise. Nothing in this certificate, nor anything said or done in the course of or in connection with the services that are the subject of this certificate, will extend any duty of care we may have in our capacity as auditors of the Company. This certificate does not certify the Company's ability to continue as a going concern or its ability to remain financially solvent in the foreseeable future.
11. This certificate is addressed to and provided to the management of the Company, solely for the purpose of enabling it to comply with the aforesaid requirements, and should not be used, referred to or distributed for any other purpose or to any other party without our prior written consent. Accordingly, we do not accept or assume any liability or duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For **Walker Chandiok & Co LLP**

Chartered Accountants

Firm registration number: 001076N/N500013

Sd/-

Sumit Mahajan

Partner

Membership No.: 504822

Place : Kanpur

Date : 26 July 2018

SCHEME OF AMALGAMATION
BETWEEN
REGENCY HOSPITAL LIMITED
[TRANSFEREE COMPANY]
AND ITS SHAREHOLDERS AND CREDITORS

AND

HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED
[TRANSFEROR COMPANY]
AND ITS SHAREHOLDERS AND CREDITORS
(Under Sections 233 of the Companies Act, 2013)

This Scheme of Arrangement is presented under Sections 233 and other applicable provisions of the Companies Act, 2013, for amalgamation / merger of HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED with REGENCY HOSPITAL LIMITED

The Scheme is divided into the following parts:

- (i) **Part A** - dealing with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company (herein defined) and the Transferee Companies (herein defined);
- (ii) **Part B** – dealing with amalgamation of HCG Regency Oncology Healthcare Private Limited with Regency Hospital Limited.
- (iii) **Part C** – dealing with the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

PART A

1. DEFINITIONS:

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1 **“Act” or “the Act”** shall mean the Companies Act, 2013, and shall include any statutory modifications, re-enactment or amendments thereof.
- 1.2 **“Appointed Date”** means the 01st day of April, 2017 or such other date as the Registrar may direct.
- 1.3 **“Board of Directors” or “Board”** means the board of directors of the Transferor Company and / or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- 1.4 **“Effective Date”** means the date on which a certified copy of the order confirming this Scheme, is filed with the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur.
- 1.5 **“Shareholders”**, with respect to the Transferor Company and the Transferee Company, means respectively, the persons registered from time to time, as the holders of the equity shares of the company concerned.
- 1.6 **“HCG Regency Oncology Healthcare Private Limited”** means “HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED”, a company registered under the Companies Act, 1956 and having its registered office at A-4, SARVODAY NAGAR, KANPUR-208005, U.P, INDIA.
- 1.7 **“Regency Hospital Limited”** means “REGENCY HOSPITAL LIMITED”, a company registered under the Companies Act, 1956 and having its registered office at A-2, SARVODAY NAGAR, KANPUR-208005, U.P, INDIA.
- 1.8 **“Transferor Company”** means HCG REGENCY ONCOLOGY HEALTHCARE PRIVATE LIMITED.
- 1.9 **“Transferee Company”** means REGENCY HOSPITAL LIMITED
- 1.10 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Merger in its present form or with

any modification(s) approved or imposed or directed by the Registrar.

1.11 **“Undertaking” or “the Undertaking”**, with respect to the Transferor Company, means:

- (a) All the assets and properties as on the Appointed Date (hereinafter referred to as “the said assets”);
- (b) All the debts, liabilities, duties and obligations as on the Appointed Date (herein after referred to as “the said liabilities”);

Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include without limitation, all the Transferor Company's reserves and the authorized share capital, movable and immovable properties including investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, tenancy rights, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual properties including domain names, import quotas, telephone, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements and all other interests, right and power of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and whosoever situate, belonging to or in the ownership, power or possession or control of the Transferor Company as on the Appointed Date and thereafter.

Other expressions used in this Scheme and not expressly defined herein shall carry the same meaning as is given to them in the Companies Act, 2013.

2. SHARE CAPITAL:

Details of the share capital of the Companies as at March 31st, 2018 are given below:

2.1 HCG Regency Oncology Healthcare Private Limited:

Authorised Share Capital	Amount in Rs.
350,00,000 Equity Shares of Rs.10/ each	35,00,00,000
Issued, Subscribed and Paid-up Capital	Amount Rs.
30,25,24,75 Equity Shares of Rs.10/- each, fully paid	30,25,24,750

Subsequent to March 31st, 2018, there has been no change in the share capital of the Transferor Company.

2.2 REGENCY HOSPITAL LIMITED:

Authorised Share Capital	Amount Rs.
20,000,000 Equity Shares of Rs.10/ each	20,00,00,000
Issued, Subscribed and Paid-up Capital	Amount Rs.
1,34,48,065 Equity Shares of Rs.10/- each, fully paid	13,44,80,650

Subsequent to March 31st, 2018, there has been no change in the share capital of the Transferee Company.

3. 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 Registrar or any other appropriate authority shall be effective from the Appointed Date mentioned herein, but shall be operative from the Effective Date.

PART B

MERGER AND AMALGAMATION OF THE TRANSFEROR COMPANY INTO THE TRANSFeree COMPANY S C H E M E

4. **TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFeree COMPANY:**

- 4.1. All the assets, properties, rights, interests and claims whatsoever of the Transferor Company and its entire undertaking (authorities, privileges, licenses and rights in respect of property moveable, immovable, tenancies, trademarks, fittings and fixtures, power connections, telephones, telex, fax, cash balances, reserves, securities, deposits, refunds, outstanding balances, stocks, investments, licenses including all the benefits and entitlements up to the Effective Date, accrued or earned good will and other rights and interests of all descriptions in or arising out of such properties as may belong to or be in possession of the Transferor Company and all books and accounts, and documents and records relating thereto) shall, without further act or deed, pursuant to Section 233 of the Act, be transferred to and vest in the Transferee Company with effect from the Appointed Date, so as to become the assets, properties, rights, interests and claims of the Transferee Company but subject nevertheless to all charges then affecting the same.
- 4.2. All the liabilities, debts, obligations and duties of the Transferor Company up to the Effective Date shall also stand transferred to and vest in the Transferee Company, with effect from the Appointed Date without any further act or deed, pursuant to Section 233 of the Act, so as to become the liabilities, debts, obligations and duties of the Transferee Company.
- 4.3. All long term, medium term, short term loans and other loans, secured and unsecured, owing by the Transferor Company to Banks and any other persons, shall become the liabilities of the Transferee Company and shall be discharged by the Transferee Company, in the same manner and on the same terms and conditions as applicable to the Transferor Company.
- 4.4. Upon the Scheme being sanctioned by the Regional Director and a copy of Scheme being filed with the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur, all legal proceedings then pending by or against the Transferor Company shall thereafter be continued by or against the Transferee Company.
- 4.5. The transfer and vesting of the Undertaking of the Transferor Company and the assets, rights, powers and property, liabilities, obligations and duties, under clauses 1, 2 and 3 hereof and the continuance by the Transferee Company under clause 4 hereof, of all proceedings by or against the Transferor Company in the ordinary course of business on and after the Appointed Date, shall be to the end and intent, that the Transferee Company accepts on behalf of itself, all acts, deeds and things done and executed by the Transferor Company on or after the Appointed Date and up to the Effective Date.
- 4.6. (a) On and with effect from the Appointed Date and until the Effective Date, the Transferor Company shall be deemed to have been carrying on its business and activities for and on account of the Transferee Company and all Income or Profits accruing or Losses incurred by the Transferor Company from and after the Appointed Date and up to the Effective Date, shall for all purposes be treated as Income, Profits or Losses, as the case may be, of the Transferee Company, available for being disposed off or absorbed or otherwise dealt with, in such manner as the Transferee Company shall deem fit.
(b) The Transferee Company, may, as on and from the Effective Date, carry on, either in the Transferee Company's own name or in the name of the Transferor Company, as the circumstances may require, such of the business, contracts, transactions etc. of the Transferor Company, as are unfinished or incomplete and as may be necessary to be transacted and completed.
- 4.7. Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements, bonds and other instruments of whatsoever nature, subsisting or having effect immediately before the Effective Date, to which the Transferor Company is a party, shall be in as full force and effect against or in favour of the Transferee Company, as if the Transferee Company had been a party thereto.
- 4.8. The transfer under Clauses 4.1, 4.2 and 4.3 hereof, of the Undertaking, properties and liabilities of the Transferor Company and the continuance of the proceedings by or against the Transferee Company under Clause 4.4. hereof, shall not affect any transactions or proceedings already concluded by the Transferor Company on and after the Appointed Date and the Transferee Company shall accept and adopt all such transactions or proceedings, as if done and executed on behalf of or by itself. Furthermore, as from the Appointed Date, each Transferor Company shall be deemed to have carried on and to be carrying on

business on behalf of the Transferee Company until such time as this Scheme becomes effective and shall account to, and be entitled to be indemnified by, the Transferee Company.

- 4.9. The Transferor Company and the Transferee Company are all companies incorporated in India under the Companies Act 1956. The Transferor Company is wholly owned subsidiary of the Transferee Company with 100.00% of the issued and paid up share capital held by the said holding company and its nominees.

5. CONSIDERATION:

- 5.1 Given that the Transferor Company is the wholly owned subsidiary of the Transferee Company, there will be no consideration payable for the merger of the Transferor Company with the Transferee Company and consequent transfer of the Undertaking, properties assets and liabilities of the Transferor Company to the Transferee Company. Accordingly, upon the Scheme being sanctioned by the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur and the transfers having been effected as provided hereinabove, there will be no payment, or issue/allotment of any shares of the Transferee Company, to the shareholders of the Transferor Company.
- 5.2 The Shareholders of the Transferor Company shall, within one month of this Scheme becoming effective, surrender to the Transferee Company for cancellation, their respective share certificates pertaining to their shares in the Transferor Company.

6. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY:

- 6.1 The Transferee Company shall, upon the Scheme being sanctioned by the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the respective carrying values thereof as appearing in the books of the Transferor Company at the close of business on the day immediately preceding the Appointed Date.
- 6.2 Amounts lying in the balance of the "Profit and Loss Account" in the books of account of the Transferor Company shall be adjusted by the Transferee Company to its "Profit and Loss Account."
- 6.3 The excess/deficit, if any, of the value of the assets over the value of liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company, shall be adjusted to the Reserves & surplus in the books of the Transferee Company. Inter Company Investment and Balances between Transferor and Transferee Company will be eliminated and any difference on account of inter-company investment shall be adjusted to the Reserves & surplus accordingly in the books of the Transferee Company.
- 6.4 Subject to the above, the reserves of the Transferor Company will be incorporated in the books of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.
- Further, in case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Reserves & surplus of the Transferee Company, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 6.5 The transferee Company shall file an application with the Registrar along with the Scheme registered, indicating the revised Authorized Capital and pay the prescribed fees due on revised Capital:

Provided that the fee, if any paid by the transferor company on its Authorized Capital prior to its merger or amalgamation with the transferee company shall be set off against the fees payable by the transferee Company on its Authorized Capital enhanced by the merger or amalgamation.

7. TRANSACTIONS RELATING TO THE TRANSFEROR COMPANY BETWEEN THE APPOINTED DATE AND EFFECTIVE DATE

During the period between the Appointed Date and the Effective Date:

- 7.1. The Transferor Company shall carry on and be deemed to have carried on its business and activities for and on account of and in trust for the Transferee Company;
- 7.2. The Transferor Company shall carry on business and activities in the ordinary course of business with reasonable diligence and business prudence; and
- 7.3. All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or

incurred by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.

8. STAFF, WORKMEN & EMPLOYEES:

- 8.1. On the Scheme becoming effective, all staff, workmen and employees of the Transferor Company, in service on the Effective Date, shall be deemed to have become staff, workmen and employees of the Transferee Company, with effect from the Appointed Date, 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 favorable than those applicable to them prior to the Appointed Date.
- 8.2. As far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund created or existing for the benefit of such employees of the Transferor Company are concerned, on and from the Effective Date, the Transferee Company shall stand substituted for the Transferor Company for all the purposes whatsoever related to administration or operation of such funds in accordance with provisions of such funds according to the terms provided in the respective trust deeds or other documents. It is clarified that the services of such employees of the Transferor Company will be treated as having been continuous and not interrupted for the purposes of such funds.

9. LEGAL PROCEEDINGS:

- 9.1. All legal proceedings of whatsoever nature by or against the Transferor Company pending at the Appointed Date and or arising after the Appointed Date till the Effective Date, shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, as and from the Effective Date.
- 9.2. After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 9.1, it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.
- 9.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 9.1, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.
- 9.4. Upon the coming into effect of the Scheme, all the taxes paid (including TDS) by the Transferor Company from the Appointed Date, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company had paid the same.
- 9.5. All inter party transactions between the Transferor Company and the Transferee Company as may be outstanding or in operation on the Appointed Date or which may take place subsequent to the Appointed Date and prior to the Effective Date, shall be considered as intra party transactions for all purposes from the Appointed Date. All contracts between the Transferor and the Transferee Companies which are in operation and all loans or other obligations, if any, which are due inter-se i.e. between the Transferor Company and the Transferee Company, as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

PART C

GENERAL TERMS AND CONDITIONS

10. CONDITIONALITY OF THE SCHEME:

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

- 10.1 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;
- 10.2 The certified copies of the orders of the Regional Director under Sections 233 of the Act sanctioning the Scheme will be filed with the Registrar of Companies, Uttar Pradesh and Uttarakhand respectively; and
- 10.3 Compliance with such other conditions as may be imposed by the Regional Director.

11. APPLICATION TO REGISTRAR OF COMPANIES:

The Transferor Company and the Transferee Company shall, with all reasonable diligence, make and pursue applications to the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur for sanctioning this Scheme of Amalgamation under Section 233 of the Companies Act, 2013 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

12. MODIFICATIONS:

The Scheme is subject to such modifications as the Registrar of Companies, Uttar Pradesh and Uttarakhand at Kanpur may impose, and/or the Directors of the Companies concerned may effect or assent to, on behalf of all concerned and the Directors of each Company may do such other acts, deeds and things as may be necessary for carrying this Scheme into effect. The Transferee Company and the Transferor Company by their respective Board of Directors shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith.

- 13. This Scheme shall not in any manner affect the right of any of the creditors of the Transferor Company, who shall continue to enjoy all such rights against the Transferee Company, as they had against the Transferor Company.
- 14. This Scheme shall become operative as soon as the certified copy of the order of the Regional Director confirming this Scheme is filed with the Registrar of Companies in Uttar Pradesh and Uttarakhand, Kanpur. Upon coming into effect of the Scheme, all permissions, licenses, approvals, incentives, remissions, tax-incentives, consents, sanctions, and other authorizations, pertaining to the activities of the Transferor Company, to which the Transferor Company is entitled to shall stand vested and permitted or continued by the order of sanction of the Registrar in the Transferee Company without payment of any customs duty or any other similar duty. Therefore, the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction orders of the Registrar. The Transferee Company is authorized to take all such steps on behalf of the Transferor Company as may be necessary to give effect to the provisions contained above.

15. EFFECT OF NON-RECEIPT OF APPROVALS:

- 15.1. In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Registrar of Companies, 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.
- 15.2. Further, in the case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Company or the Transferee Company or their shareholders or creditors or employees or any other person.

16. TAX CREDITS:

The Transferor Company and the Transferee Company are expressly permitted to file/revise their Income Tax, Wealth Tax, Service Tax, Excise and other statutory returns, consequent to the scheme becoming effective, notwithstanding that the period for filing /revising such returns may have lapsed. The Transferor Company and the Transferee Company are expressly permitted to amend TDS/TCS or other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs, adjustments etc., relating to their respective

incomes/transactions from the Appointed Date. It is specifically declared that the taxes / duties paid by the Transferor Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance , pertaining to the activities of the Transferor Company, shall be deemed to be the taxes/duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/paid against its tax/duty liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes/duties are in the name of the Transferor Company. It is declared that all the tax losses and unabsorbed depreciation pertaining to the activities of the Transferor Company upto the Appointed Date will be transferred to the Transferee Company.

17. All costs, charges and expenses of the Transferor Company and of the Transferee Company respectively, in relation to or in connection with negotiations leading up to this Scheme and carrying out and completing the terms and provisions of this Scheme and activities incidental to the completion of amalgamation in pursuance of this Scheme, shall be borne and paid by the Transferee Company.

REGENCY HOSPITAL LIMITED

Registered Office: A-2, Sarvodaya Nagar, Kanpur – 208005

CIN :U85110UP1987PLC008792

website: www.regencyhealthcare.in

Ph: (91)(512)3081111 Fax: (91)(512) 2213407

FORM OF PROXY FOR MEETING OF CREDITORS

I, the undersigned as CREDITORS, of the above company hereby appoints SriAnd failing him Srias my proxy, to act for me at the meeting of the Creditors to be held at the registered office of company at A-2 Sarvodaya Nagar, Kanpur on Monday, October 29, 2018 at 11.30 A.M for the purpose of considering and, if thought fit, approving, with or without modification, the purposed Scheme of arrangement and at such meeting and any adjournment thereof to vote, for me and in my name **In Favor of/ Against, The Proposed Scheme of Arrangement** [*strike out what is not necessary] either with or without modification as my proxy may approve.

DATED THIS.....DAY OF.....

Signature

With Rubber Stamp of the Firm

REGENCY HOSPITAL LIMITED

Registered Office: A-2, Sarvodaya Nagar, Kanpur – 208005

CIN :U85110UP1987PLC008792

website: www.regencyhealthcare.in

Ph: (91)(512)3081111 Fax: (91)(512) 2213407

ATTENDANCE SLIP

For the Meeting of Creditors held on Monday, October 29, 2018 at. 11.30 A.M At the registered office of the Company at A-2, Sarvodaya Nagar, Kanpur – 208005.

NAME OF CREDITORS	
IF PRESENT IN PERSON	
REPRESENTED BY	
IF PRESENT THROUGH PROXY	
NAME OF PERSON PRESENT	
PROXY NO.	
VALUE OF DEBT OWED	
BALLOT NO.	

I HEREBY ACCORD MY PRESENCE AT THE ABOVE MEETING

(SIGNATURE)

Route Map

Regency Hospital Ltd.

