

**IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD (COURT NO. II)**

CP (CAA) 48/AHM/2021

IN

CA (CAA) 46/230-232/AHM/2021

[Sections 230-232 and read with other applicable provisions of the Companies Act, 2013 read with The Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016]

**In the matter of Scheme of Amalgamation
OF
Innovative Healing Systems (Gujarat) Private Limited
(Petitioner Company No. 1/Transferor Company)**

With

**Innovative Healing Systems (India) Private Limited
(Petitioner Company No. 2/Transferee Company)**

Their Respective Shareholders and Creditors

Order Pronounced on: 02/03/2023

Coram:

**DR. MADAN B. GOSAVI,
HON'BLE MEMBER (JUDICIAL)**

**AJAI DAS MEHROTRA,
HON'BLE MEMBER (TECHNICAL)**

MEMO OF PARTIES

Innovative Healing Systems (Gujarat) Private Limited

A company incorporated under the
Provisions of the Companies Act, 1956
Having its registered office situated at
11-Shashi Colony, Opp. Suvidha Shopping Centre,
Paldi, Ahmedabad – 380007
Gujarat, India

.....Petitioner Company No.1/
Transferor Company

Innovative Healing Systems (India) Private Limited

A company incorporated under the
Provisions of the Companies Act, 1956
Having its registered office situated at
11-Shashi Colony, Opp. Suvidha Shopping Centre,
Paldi, Ahmedabad – 380007
Gujarat, India

....Petitioner Company No.2/
Transferee Company

For the Petitioners: Mr. Ravi Pahwa, Adv.

For the Income Tax: Ms. Dhruvi Trivedi, Adv.

For RD: Mr. Sanjeev Kumar Jain, Asst. Director

ORDER

1. This joint petition has been filed by the petitioner companies above named under Sections 230 and 232 of the Companies Act, 2013 (for brevity the Act) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for seeking sanctioning of the Scheme of Amalgamation of Innovative Healing Systems (Gujarat) Private Limited (hereinafter referred to as **Transferor Company**) into Innovative Healing Systems (India) Private Limited (hereinafter referred to as **Transferee Company**) and their respective shareholders and creditors.

2. From the records, it is seen that the first motion seeking directions for convening/dispensing of the meeting of the Equity Shareholders, Secured and Unsecured Creditors of both the Petitioner Companies was allowed vide order dated 19.07.2021. The Petitioner Companies filed an affidavit of service of notice to the statutory authorities.
3. The Petitioner Companies have filed 2nd motion joint petition before this Tribunal within the time prescribed. On 24.8.2021, this Tribunal passed an order issuing notices to the connected Regulatory authorities and also directed publication in the newspapers “Financial Express” (English and Gujarati, Ahmedabad Edition). Both Petitioner Companies have filed respective compliance affidavits.
4. That the Regional Director, North Western Region, MCA and RoC, Ahmedabad have filed observations, seeking direction as follows:
 - i) The Petitioner Companies should comply with Sec.232(3)(i) of the Act.
 - ii) There are foreign shareholders in the petitioner companies, therefore, petitioner companies may be directed to ensure compliances with FEMA and RBI guidelines.
 - iii) To pay the amount of legal fees/costs to the central government.
5. The Petitioner Companies have filed a common affidavit in reply with the undertaking to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 and also to comply with the provisions of FEMA Regulations and RBI guidelines for issue and allotment of shares to the Foreign National/NRI/Foreign bodies Corporate as the case may be.
6. The Official Liquidator sought following direction:
 - a. That the Transferee Company to carry forward the amount of Security Premium,i.e., Rs. 2,28,32,410/- in their Balance Sheet once the Scheme gets approved and not to utilize such amount for

any purpose other than prescribed in the Accounting Standard in terms of the Provision of Section 52 of the Companies Act,2013.

7. In response to the OL observations, the Transferor Company filed an affidavit undertaking that the Transferee Company will carry forward the amount of Security Premium in its Balance sheet, once the Scheme gets approved, and will not utilize such amount for any purpose other than prescribed in the Accounting Standard in terms of the Provision of Section 52 of the Companies Act, 2013.
8. During the course of hearing, the Ld. Assistant Director Mr. Jain for the office of the RD states that the query raised by the RD Office is replied by the Petitioner Companies which is satisfactory.The Ld. Counsel Ms. Trivedi for the Income Tax Department also states that the Transferee Company should undertake to pay the demand arrears as per law. Thereafter, the Ld. Sr. Counsel Mr. Pahwa submitted that the Transferee Company undertakes to pay the demand arrears of the Income Tax Department as per law, as recorded in daily order dated 17.06.2022.
9. On 05.07.2022 the clarification was sought by this Bench from the Petitioner Companies regarding non-compliance of 1st motion order for notice to RBI. In compliance with the order dated 05.07.2022, an affidavit is filed by the Petitioner Companies, along with copy of acknowledgment of notice to RBI. No response/representation is received from RBI.
10. During the course of hearing, the Ld. Assistant Director Mr. Lildhar Sharma for the office of the RD stated that his office has no objection to the approval of the Scheme.The Ld. Counsel Ms. Trivedi for the Income Tax Department also stated that the Income Tax department has no objection to the approval of the Scheme and nobody appears for the OL office, as recorded in daily order dated 16.02.2023.

11. The Petitioner Companies have placed on record the Valuation Report and also filed their respective audited financial statements as on 31st March 2020 and unaudited financial statements as on 28th February 2021 which are annexed with the petition.
12. The certified copies of respective Board Resolutions of both the Petitioners Companies approving the Scheme of Amalgamation are annexed with the application. An affidavit sworn on behalf of both the Petitioner Companies by Mr. Vivek Vaishnav, being an authorised representative of Petitioner Companies, is filed.
13. In compliance with the proviso to sub-section (7) of Section 230 of the Companies Act, 2013, both the Petitioner Companies have placed on record the Certificates of the respective Statutory Auditors dated 30.03.2021 confirming that the accounting standards treatment envisaged under the Scheme of Arrangement is, in compliance with the applicable accounting as per in Section 133 of the Companies Act, 2013. The schedule of property of the Petitioner Transferor Company is annexed with purshis.
14. Heard submissions and perused documents placed on record. Considered the approval accorded by the members and creditors of the Petitioner Companies to the proposed Scheme, and the objection filed by the respective regulatory authorities. The petitioner companies have also filed an undertaking to comply with the requirements raised by the respective regulators. Consequently, the sanction is hereby granted to the Scheme under Section 230-232 of the Companies Act, 2013. The Petitioners shall, however, remain bound to comply with the statutory requirements in accordance with law and other directions as pointed out by the Regional Director.

15. As the result, the petition is allowed. The Scheme of Amalgamation is hereby sanctioned which is annexed with this order at **Annexure -A** and it is declared that the same shall be binding on both the Petitioner Companies and their respective Shareholders and creditors and all concerned under the Scheme.
16. Notwithstanding the above, if there is any deficiency found or, the violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with the law, against the concerned persons, directors and officials of the Petitioners.
17. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any manner granting exemption from payment of stamp duty, or taxes including income tax, GST etc., or any other charges or payment in accordance with law, or any kind of waiver in respect of any permission/compliance with any other requirement which may be specifically required under any law.
18. **The Scheme is sanctioned with the following directions:**
 - i. The Transferor Company shall, together with all its properties, rights and powers be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, stand transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company. The schedule of property of the Transferor Company is annexed with this Order at **Annexure –B**.
 - ii. All licenses, permissions, permits, approvals, certificates, clearances, authorities, leases, tenancy, assignments, rights, claims, liberties, special status, other benefits or privileges and any power of attorney relating to the Transferor Company shall stand transferred to and vested in the Transferee Company, without any further act or deed.

The Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

- iii.** All the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Sections 230 & 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company.
- iv.** All contracts, agreements, insurance policies, bonds and all other instruments of whatsoever nature or description, of the Transferor Company, shall stand transferred to and vested in the Transferee Company and be in full force and effect in favour of the Transferee Company and may be enforced by or against it as fully and effectually against the Transferee Company.
- v.** All taxes paid or payable by the Transferor Company including existing and future incentives, un-availed credits and exemptions, the benefit of carried forward losses and other statutory benefits, which shall be available to and vest in the Transferee Company. The Tax liability of the Transferor Company shall become a liability of the Transferee Company and any proceedings against the Transferor Company shall continue against the Transferee Company.
- vi.** All proceedings now pending by or against the Transferor Company in respect of the Transferor Company shall be continued by or against the Transferee Company.
- vii.** All employees in the service of the Transferor Company shall be deemed to have become the employees of the Transferee Company on a date on which the scheme finally takes effect on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer and on term and conditions

no less favourable than those on which they were/are engaged, as on the Effective Date.

- viii.** As per the Scheme, the Transferee Company shall, without further application, allot 100 Equity Shares of the Transferee Company at the face value of Rs. 10/- each, credited as fully paid-up for every 195 equity shares of Rs. 10/- each fully paid-up held by such member in the Transferor Company as on the Record Date.
- ix.** The Petitioner Companies are directed to lodge a copy of this Order and **Annexure–A** the approved Scheme duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for adjudication of stamp duty, and pay requisite stamp duty payable, if any, within 60 days from the date of this Order.
- x.** The legal and expenditure fees for the office of the Official Liquidator are quantified to Rs. 10,000/- in respect of the report of Transferor Company and the fees of the Regional Director are quantified at Rs. 10,000/-. The said fees to the Official Liquidator and Regional Director shall be paid by the Transferee Company.
- xi.** Any person aggrieved shall be at liberty to apply to this Tribunal for any directions that may be necessary.
- xii.** Company Petition is disposed of, in terms of the above order.

S/d-

AJAI DAS MEHROTRA
MEMBER (TECHNICAL)

S/d-

DR. MADAN B. GOSAVI
MEMBER (JUDICIAL)

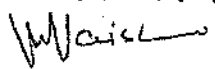
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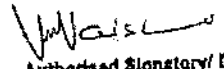
Annexure "A"

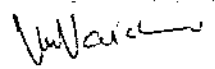
Annexure - 6

**SCHEME OF AMALGAMATION OF
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013
AMONGST
INNOVATIVE HEALING SYSTEMS (GUJARAT) PRIVATE LIMITED
(TRANSFEROR COMPANY)
WITH
INNOVATIVE HEALING SYSTEMS (INDIA) PRIVATE LIMITED
('TRANSFeree COMPANY')
AND
THEIR RESPECTIVE SHAREHOLDERS**

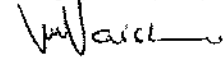
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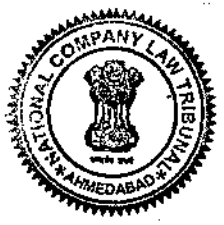
For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

Director

For, Innovative Healing Systems (India) Pvt. Ltd.

Authorized Signatory/ Director

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

Director

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For, Innovative Healing Systems (India) Pvt. Ltd.

Authorized Signatory/ Director



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PREAMBLE

- A. This Scheme of Amalgamation ("Scheme") provides for the amalgamation of Innovative Healing Systems (Gujarat) Private Limited ("Transferor Company") with Innovative Healing Systems (India) Private Limited ("Transferee Company") on a going concerns basis pursuant to the provisions of Section 230 TO 232 read Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Companies Act, 2013.
- B. Innovative Healing Systems (Gujarat) Private Limited ("Transferor Company") having CIN : U85100GJ2005PTC046903 and PAN: AACCD2516R was incorporated on October 11, 2005 with Registrar of Companies, Gujarat, Dadra and Nagar Haveli at Ahmedabad as a Private Company limited by Shares and presently having its registered office at 11-Shashi Colony, Opp. Suvidha Shopping Centre, Paldi, Ahmedabad – 380007, Gujarat, India.
- C. Innovative Healing Systems (India) Private Limited ("Transferee Company") having CIN: U85110GJ2010PTC063046 and PAN: AACCI4736N was incorporated on November 29, 2010 with the Registrar of Companies Gujarat, Dadra and Nagar Haveli, Ahmedabad as a Private Company Limited by Shares and presently having its Registered Office at 11, Shashi Colony, Opposite Suvidha Shopping Centre, Paldi, Ahmedabad- 380007, Gujarat, India.
- D. The Scheme of Amalgamation is in the interest of the Transferor Company and Transferee Company, their respective shareholders and Creditors.

INTRODUCTION

This Scheme of Amalgamation ("Scheme") is presented pursuant to the provisions of Sections 230-232 and other relevant provisions of the Companies Act, 2013 ("the Act") as may be applicable, and in compliance with the applicable Section(s) of the Income Tax Act, 1961 for the following:

- a) Amalgamation of Innovative Healing Systems (Gujarat) Private Limited ("Transferor Company") into and with Innovative Healing Systems (India) Private Limited ("Transferee Company") and consequent dissolution of the Transferor Company without winding up;
- b) The Scheme comprises of the following parts:
 - I. Part I, which deals with the Definitions, Background of the Transferor Company and Transferee Company, Rationale of the Scheme, Share Capital of the Transferor Company and Transferee Company and the Effective Date of the Scheme;
 - II. Part II, which deals with the amalgamation of the Transferor Company into the Transferee Company and the matters incidental thereto;

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]
Director

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director
For, Innovative Healing Systems (India) Pvt. Ltd.

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Authorised Signatory/ Director



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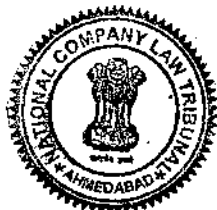
- iii. Part III, which deals with the accounting treatment to the Transferor Companies and Transferor Company under the Scheme;
- iv. Part IV, which deals with the general terms and conditions as applicable to the Scheme

PART I:

1. DEFINITIONS AND INTERPRETATIONS

In this Scheme (as defined hereafter) unless repugnant to the meaning or context, thereof, following expressions shall have the following meaning:

- 1.1. "Act" or "the Act" means the Companies Act, 2013 (to the extent notified) the rules and regulations made thereunder and shall include any statutory modification or re-enactment or amendments thereof for the time being in force, and includes any rules, regulations, circulars or guidelines issues thereunder as amended from time to time and shall include the Companies Act, 1956 (to the extent still in force).
- 1.2. "Applicable Law" shall mean any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders or instructions having the force of law enacted or issued by the any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force.
- 1.3. "Appointed Date" means the opening hours of the business on 1st day of April, 2020 or such other date as may be fixed or approved by the Appropriate Authority.
- 1.4. "Appropriate Authority" means any government, statutory, regulatory, departmental or public body or authority having jurisdiction over the Transferor Company and the Transferee Company including the Central Government, Regional Director, Registrar of Companies and the National Company Law Tribunal.
- 1.5. "Board of Directors" or "Board" in relation to Transferor Company and / or Transferee Company, as the case may be, shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors.
- 1.6. "Effective Date" means the date on which the final order of the NCLT has been passed approving the Scheme either on the terms as originally approved by the Parties to the Scheme, or subject to such modification as may be approved by NCLT, as shall in the form and substance be acceptable to the Transferee and Transferor Company and also read with conditions set out in Clause 5 and Clause 14.2.
- 1.7. "National Company Law Tribunal" or "NCLT" means hon'ble National Company Law Tribunal, Ahmedabad Bench.
- 1.8. "IT Act" means the Income Tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof (including Income Tax Rules) for the Time being in force.
- 1.9. "Registrar of Companies" or "ROC" means the relevant Registrar of Companies having territorial jurisdiction in the state(s) in which the respective registered offices of the Companies are located.



For, Innovative Heating Systems (Gujarat) Pvt. Ltd.

[Signature]

Director

For, Innovative Heating Systems (Gujarat) Pvt. Ltd.

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Director

For, Innovative Heating Systems (India) Pvt. Ltd.

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For, Innovative Heating Systems (India) Pvt. Ltd.

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Authorised Signatory/ Director

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1.10. "Scheme" or "this Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation in its present form as submitted to the NCLT, Ahmedabad Bench or this Scheme with any amendment(s) or modification(s) if any as may be imposed by any Appropriate Authority and /or directed to be made by the NCLT while sanctioning the Scheme and accepted by the Board of the respective Company.

1.11. "Transferee Company" means Innovative Healing Systems (India) Private Limited.

1.12. "Transferor Company" means Innovative Healing Systems (Gujarat) Private Limited.

1.13. "Undertaking" or "Undertaking of the Transferor Company" shall mean and include the whole of assets, properties, liabilities and the undertaking(s) and entire business(es) of the Transferor Company as a going concern and specifically include the following (without limitation):

- i. all the assets and properties of the Transferor Company as on the Appointed Date i.e. all the undertakings, the entire business, all the properties (whether movable or immovable – freehold or leasehold, tangible or intangible), plant and machinery, buildings and structures, including any advances for acquisition of land, allotment letters, sanctions, approvals, permits granted by any government or any other authority, offices, residential and other premises, capital work in progress, furniture, fixture, office equipment, appliances, accessories, power lines, deposits, stocks, assets, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, hire purchase contracts and assets, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, quotas, rights, entitlements, guarantees, authorizations, approvals, agreements, contracts, leases, licenses, registrations, tenancies, benefits, of all taxes including but not limited to Minimum Alternate Tax ("MAT") paid under Section 115JA/115JB of the Income Tax Act, 1961 ("IT Act"), advance taxes and tax deducted at source, right to carry forward and set off unabsorbed losses and depreciation, unutilized MAT credit under the provisions of the IT Act, right to claim deductions under Section 80-IA of the IT Act including its continuing benefits; engagements, arrangements of all kinds, exemptions, benefits, incentives, privileges and rights under State tariff regulations and under various laws, all facilities and entitlements given by the Office of Development Commission, Special Economic Zones (SEZ) under the SEZ Act, 2005 and rules made there under, if any, loan agreements, titles, interests, trade and service names and marks, patents, copyrights, and other intellectual property rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records, 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 favor of or held for the benefit of or enjoyed by the



For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director

[Signature]
Authorised Signatory/ Director

Transferor Company or which have accrued to the Transferor Company as on the Appointed Date, whether in India or abroad, of whatsoever nature and where-ever situated, (hereinafter referred to as the "Assets");

- ii. All debts, liabilities, duties and obligations of the Transferor Company as on the appointed date (hereinafter referred to 'the said Liabilities');
- iii. Without prejudice to the generality of Sub-clause (i) above the undertaking of the Transferor Company shall include all the Transferor Company's reserves, the movable and immovable properties, assets, including mining leases, lease-hold rights, tenancy rights, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile and other communication facilities, rights and benefits of all agreements, guarantees including guarantees given by the State Government(s), all facilities and entitlements given by the Office of Development Commission, Special Economic Zones (SEZ) under the SEZ Act, 2005 and rules made there under, deeds, bonds, insurance policies and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever's situate, if any belonging to or in the ownership, power or possession or control of the Transferor Company.
- iv. all earnest monies and/or security deposits paid by the Transferor Company.
- v. all the employees of the Transferor Company who are willing to become the employees of the Transferee Company.

It is intended that the definition of Undertaking of the Transferor Company under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Company with Transferee Company pursuant to this Scheme becoming effective.

INTERPRETATION

In this Scheme, unless the context otherwise requires:

- a. Words denoting singular shall include plural and vice versa;
- b. Reference in the Scheme to "coming into effect of the Scheme" or "effectiveness of the Scheme" or "upon the Scheme being effective", shall mean from the Effective Date;
- c. Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;



For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director

[Signature]

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powers, authorities, licenses, contracts, pending Arbitration proceeding tax deducted at source by vendors/ banks/ and receivable by the said company as reflected in Form 26AS on NSDL Income Tax Website as well as those evidences by the valid TDS certificate and other Tax Credits and registrations of whatsoever nature including, without being limited to all patents, trademarks, trade names, know-how and other intellectual property rights of whatsoever nature and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use of telephone, telexes, fax machines, e-mail, internet, electricity connections, utilities and other services etc. (hereinafter collectively referred to as "the said assets") pertaining to the Undertaking of the Transferor Companies.

6.4 It is expressly provided that in respect of such of the assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 232 of the Act.

6.5 In respect of such of the assets other than those referred to in sub clause 6.4 above, they, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.

6.6 Upon coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities relating to and comprised in the respective Undertakings of the Transferor Company shall, pursuant to the sanction of this Scheme by the Appropriate Authority and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this clause.

6.7 All secured and unsecured debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor company, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date shall be

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]

For, Innovative Healing Systems (Gujarat) Pvt. Ltd. Director

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]

Authorised Signatory/ Director
For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]

Authorised Signatory/ Director



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deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

6.8 Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company.

6.9 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

6.10 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument 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. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.

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

6.12 The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available in to the Transferor Company which shall vest in the Transferee company by virtue of the

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]

Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]

Authorized Signatory/ Director

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

[Signature]

Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]

Authorized Signatory/ Director



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amalgamation and the Transferee Company shall not be obliged to create any further, or additional security therefor after the amalgamation has become effective or otherwise.

- 6.13 All inter party transactions between the Transferor Company and the Transferee Company with as may be outstanding 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. Any loans or other obligations, if any, due inter-se i.e. between the Transferor Company with the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.
- 6.14 All the existing securities, charges, encumbrances or liens (the "Encumbrances"), if any, created by the Transferor Company after the Appointed Date, in terms of the Scheme, over the assets comprised in their respective Undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.
- 6.15 The existing Encumbrances over the assets and properties of the Transferee Company or any/ part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- 6.16 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.
- 6.17 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.



For the avoidance of doubt and without prejudice to the generality of the forgoing, it is clarified that upon coming into effect of the scheme, all consents, permissions, licenses, certificates, forms, clearances, authorities, powers of attorneys given/issued to executed in favour of the Transferor Company shall without any further Act or deed, stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and

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Director

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Director

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the Transferee Company shall be bound by the terms thereof, the obligations and the duties there under and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approval from the concerned governmental authorities as may be necessary in this behalf.

- 6.19 With effect from the Appointed Date, all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax, credits, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, or goods and service tax, as applicable excise duty, wealth tax, fringe benefit tax and tax collected at source, etc.) payable by or refundable to or being the entitlement of the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/ credits/ claims, as may be of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions as would have been available to the Transferor Company. Benefit of tax losses including brought forward business losses, unabsorbed depreciation etc. of Transferor Company shall be available to Transferee Company w.e.f. Appointed Date in terms of Section 72A of Income Tax Act, 1961.
- 6.20 The Transferee Company shall be entitled to file/ revise their statutory returns and related tax payment certificates and to claim refunds, advance tax credits etc. as may be required consequent to the implementation of the Scheme.
- 6.21 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writing as may be necessary to execute in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company as the case may be and to implement or carry out all such formalities or compliances as are required to be carried out or performed by the Transferor Company under any loan agreements or contracts or otherwise.
- 6.22 From the Effective Date and till such time that the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in its name, in so far as may be necessary.

7. CONSIDERATION BY THE TRANSFEEE COMPANY

- 7.1 Upon this Scheme becoming effective, and in consideration for the transfer and vesting of the entire undertakings of the Transferor Company with the Transferee Company, the Transferee Company, shall, without any further application or deed, but subject to necessary approvals, if any, being granted,

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Director



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issue and allot fully paid up Equity Shares to the shareholders of the Transferor Company, holding fully paid up equity shares in the Transferor Company, (whose names appear in the Register of Members of the Transferor Company on the Record Date, or his/her heirs, executors, administrators or successors-in-title, as the case may be), as under:

"100 Equity Shares of Rs. 10/- each fully paid up of Innovative Healing Systems (India) Private Limited for every 195 (One Hundred Ninety Five) Equity Shares of Rs. 10/- each fully paid up of Innovative Healing Systems (Gujarat) Private Limited."

- 7.2 In case any member's shareholding in the Transferor Company is such that on the basis of the aforesaid exchange ratio of shares, the member is entitled to a fraction of New Equity Share which exceeds one-half share, such member shall, in lieu of such fraction, be entitled to receive allotment of one New Equity Share of the Transferee Company. On the other hand, if the shareholding of any member in the Transferor Company is such that on the basis of the aforesaid exchange ratio of shares, the member is entitled to a fraction of New Equity Share which is less than or equal to one-half share, then such fraction shall be ignored and such member shall not be entitled to receive any New Equity Share of the Transferee Company in lieu of such fraction.
- 7.3 The New Equity Shares of the Transferee Company to be issued pursuant to this Scheme shall be subject to Memorandum and Articles of Association of the Transferee Company and rank pari passu with the existing equity shares of the Transferee Company.
- 7.4 The Share Exchange Ratio has been arrived at on basis of the valuation report prepared by CA Shah Darshil Rajeshbhai, Registered Valuer, Security of Financial Assets registration No. IBBI/RV/06/2019/11593 ("Registered Valuer"), having registered office at 606, Mahakant, Opp. V.S. Hospital, Ellisbridge, Ahmedabad -380006, Gujarat. The valuation report as aforesaid has been duly approved by the Board of Directors of the Transferor Company and Transferee Company.
- 7.5 The issue and allotment of New Equity Shares by the Transferee Company, to the shareholders of the Transferor Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Act were duly complied with.
- 7.6 Upon this Scheme becoming effective, all the Shareholders of the Transferor Company who exercise the option to receive shares in dematerialized form, shall be issued new shares of Transferee company in dematerialized form, provided all details relating to their depository account with the depository participant are made available to Transferee company, who shall issue and directly credit the dematerialized securities account of such Shareholder with the equity shares of Transferee company



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and all the shareholders of the Transferor company holding shares in physical form, if so required by Transferee Company shall surrender their share certificates for cancellation thereof to Transferee Company.

7.7 Upon the Scheme becoming effective, the issued, subscribed and paid up share capital of the Transferee Company shall stand suitably increased/ modified consequent upon the issuance of equity shares in accordance with the Scheme. It is clarified that no special resolution under Section 42 and Section 62 of the Act read with the applicable Rules thereunder or any applicable provisions of the Act shall be required to be passed by the Transferee Company separately in a general meeting for issue of equity shares to the members of the Transferor Company under this Scheme and on the shareholders of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the members of Transferor Company.

7.8 It is clarified that upon the approval of this Scheme by the shareholders of the Transferor Company and Transferee Company under Sections 230 and 232 of the Act the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 42, 62, 186, 188 and any other applicable provisions under the Act and that no separate approval from the shareholders or others if so applicable to that extent shall be required to be sought by the parties for the matters specified in this Scheme.

7.9 The Transferee Company shall take necessary steps to increase or alter, to the extent required, its Authorized Share Capital suitably to enable it to issue and allot the New Equity Shares pursuant to this Scheme.

7.10 In the event that the Transferor Company and Transferee Company restructure its equity share capital by way of share split/consolidation/ issue of bonus shares during the pendency of the Scheme, the Share Exchange ratio shall be adjusted accordingly to take into account effect of such corporate actions.

8. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

8.1 Subject to other provisions of this Scheme, the Transferee Company shall accept all acts, deeds and things relating to the Undertaking of the Transferor Company done and executed by and/or on behalf of the Transferor Company on or after the Appointed Date as acts, deeds and things done and executed by and/or on behalf of the Transferee Company.

8.2 Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which any of the Transferor Company are parties or to the benefit of which the Transferor Company may be eligible and which are subsisting or having



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effect immediately before the Appointed Date, shall be 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 effectively as if, instead of the said Transferor Company, the Transferee Company had been a party or beneficiary thereto.

8.3 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, writings or confirmations or enter into a tri-partite arrangement, confirmation or novation to which the respective Transferor Company will, as may be necessary also be a party in order to give formal effect to this Clause if so required or become necessary. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

8.4 On the Scheme finally taking effect as aforesaid:

- a. All the agreements, guarantees, approvals, consents, permissions, licenses, sanctions, leases and the like entered into with and/or given by, as the case may be, the various Central/ State Governments, statutory or regulatory body or agencies or third parties with respect to the Transferor Company shall, without any further act, deed, matter or thing, stand transferred to and vested in the Transferee Company;
- b. All business activities engaged in by the Transferor Company shall be continued by the Transferee Company under its new name; and
- c. The Transferor Company shall stand dissolved without winding up

9. LEGAL PROCEEDINGS

If any suit, petition, appeal, revision or other proceedings of whatsoever nature including Arbitration Proceeding (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. Upon sanction of the Scheme, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company or either of them as the case may be in its own name.

10. TRANSFER OF PROFITS/LOSSES AND RESERVES

With effect from the Appointed date, all profits (including losses), reserves, income accruing to or losses and expenditure, if any (including payment of penalty, damages or costs of litigations) arising

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Director

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Director

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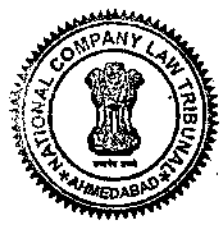
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to or incurred by the Undertaking of the Transferor Company shall for all purposes, be treated as the profits or reserves or income or loss or expenditure, as the case may be of the Transferee Company.

11. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL THE DATE OF SANCTION OF THE SCHEME

With effect from the Appointed Date and upto and including the Effective Date:

- a) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the assets for and on account of and in trust for the Transferee Company.
- b) All the profits or incomes accruing to the Transferor Company or losses or expenditure arising or incurred by it shall, for all purposes, be treated as the profits or incomes or losses or expenditure of the Transferee Company as the case may be.
- c) The Transferor Company shall carry on its business activities, with reasonable diligence, business prudence and shall not, without the written consent of Board of Directors of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of their business except pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.
- d) The Transferor Company shall not, without the written consent of the Board of Directors of the Transferee Company, undertake any new business.
- e) The Transferee Company shall not to utilize the profits, if any, relating to the Undertaking for the purposes of declaring or paying any dividend in respect of the period falling on and after the Appointed Day without obtaining prior approval of the Transferor Company.
- f) The Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business and with the mutual consent of the Board of Directors of the Transferee Company.
- g) The Transferor Company shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure without the written consent of the Board of Directors of Transferee Company.



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Director

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- h) The Transferee Company shall have the right to claim refund of payment of the taxes arising on account of transactions entered into between the Transferor Companies and the Transferee Company between the Appointed Date and the Effective date.
- i) The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and other related agencies, departments and other authorities concerned as are necessary under any law for such consents, licenses, permissions, approvals and sanctions which the Transferee Company may require to own and operate the businesses of the Transferor Company.
- j) Without prejudice to the above, the Transferor Company from the date of filing this Scheme with the NCLT shall not make any change in their respective capital structure whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise), decrease, reduction, reclassification, Sub-division or consolidation, reorganization or in any other manner which may, in any way, affect the Share Exchange Ratio, except under any of the following circumstances:
 - a) By mutual consent of the respective Board of Directors of Transferor Company and Transferee Company or;
 - b) By way of any obligation already subsisting as on the date of filing of this Scheme with the Appropriate Authority.

12. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

All the staff, workmen or other employees in the service of the Transferor Company immediately preceding the date of sanction of the Scheme continuing from the Appointed Date, shall become the staff, workmen and employees of the Transferee Company on the basis that:-

- a) Their services shall be deemed to have been continuous and not have been interrupted by reason of the said transfer.
- b) The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer date.
- c) The Transferee Company shall not vary the terms and conditions of the service of its staff, workmen and employees except in the ordinary course of business.
- d) It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company is concerned, upon the Scheme becoming effective, the Transferee Company shall (to the extent of the services of the Transferred Employees) stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of

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such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the Transferor Company will also be treated as having been continuous and shall not be treated as having been broken for the purpose of the aforesaid Funds or provisions.

13. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 6 of this Scheme and the continuance of proceedings by or against the Transferor Company above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the date of sanction of the Scheme, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

14. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

14.1 The Transferor Company and the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the respective undertakings intended to be amalgamated unto it as hereinabove and to carry on the respective businesses.

14.2 This Scheme is specifically conditional on and subject to:

- a) The approval to the Scheme by the requisite majority of the members and Creditors, as may be applicable in case of the respective companies.
- b) The sanction of the NCLT being obtained under Sections 230 to 232 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 232 of the said Act, being obtained.
- c) Any other Sanction or approval of the appropriate authorities concerned, as may be considered necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company being obtained and granted in respect of any of the matters for which such sanction or approval is required.

15. CONSOLIDATION OF AUTHORISED CAPITAL ALTERATIONS/AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEE COMPANY

15.1 Clause V of the Memorandum and Articles of Association of the Transferee Company (relating to Authorized Share Capital) shall without any further act, instrument or deed, be and stand altered,



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Director

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modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under any other applicable provisions of the Act would be required to be separately passed, as the case may be and be replaced by the following clause:

"The Authorized Share Capital of the Company is Rs. 2,35,00,000/- (Rupees Two Crore Thirty Five Lakhs) divided into 2350000 (Twenty Three Lakhs Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each."

15.2 Upon the Scheme becoming effective and the Transferor Company being dissolved, the authorized share capital of the Transferor Company as on the Appointed Date shall stand merged with the authorized share capital of the Transferee Company and the fee if any paid by the Transferor Company on its authorized share capital before merger shall be set-off against any fees payable by the Transferee Company on its authorized share capital subsequent to the amalgamation.

15.3 The Authorized Capital of the Company Post amalgamation would be as follows:

Particulars	Amount in Rupees
Authorized Share Capital	
2350000 Equity shares of Rs. 10/- each	2,35,00,000.00
Total	2,35,00,000.00

15.4 For the purpose of increase in authorized share capital of the Transferee Company, the stamp duty and fees paid on the authorized share capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferee Company.

15.5 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company, as may be required under the Act, for amendment in Clause V of the Memorandum of Association of the Transferee Company. It is clarified that there will be no need to pass a separate Shareholders Resolution as required under Section 13,14 and 61 of the Companies Act, 2013 for amendment of Memorandum of Association of the Transferee Company.

PART III:

16. ACCOUNTING TREATMENT

a) The amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the Pooling of Interest Method of Accounting laid down by "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the

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Director

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Director

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Companies (Accounting Standards) Rules 2006 issued by the Ministry of Corporate Affairs as may be amended from time to time.

- b) With effect from the Appointed Date all the assets and liabilities of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values.
- c) The amount of any inter-company balances and investments shall stand cancelled without any further act or deed, upon the Scheme coming into effect, and the amounts so cancelled shall not be recorded in the books of account of the Transferee Company
- d) The Transferee Company shall credit to the Share Capital Account in its books of account, the aggregate face value of the New Equity Shares issued and allotted under the Scheme to the equity shareholders of the Transferor Company pursuant to this Scheme.
- e) The difference between the share capital of the Transferor Company and face value of new equity shares issued in terms of Clause 5.1 of this Scheme to the shareholders of Transferor Company shall be adjusted in reserves of the Transferee Company.
- f) In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference till the Appointed Date shall be quantified and adjusted in the Reserve Account mentioned in sub clause e above of the Transferee Company to ensure that the financial statements of the Transferee Company and Transferor Company reflect the financial position on the basis of consistent accounting policy.

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Director

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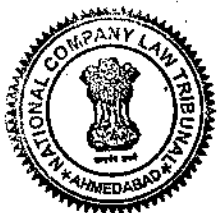
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PART V:

17. DISSOLUTION OF TRANSFEROR COMPANY

Upon this Scheme coming into effect, the Transferor Company shall be dissolved without the process of winding up and without any further act or deed under Section 232 of the Act.

18. VALIDITY OF EXISTING RESOLUTIONS ETC.

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

19. PROCEEDINGS BEFORE THE APPROPRIATE AUTHORITY

19.1 The Transferor Company and the Transferee Company shall file in the Appropriate Authority a joint application for convening and holding of meetings of their respective shareholders and creditors to be called, held and conducted in such manner of for their dispensations as the Appropriate Authority may direct and to consider and if though fit to approve, with or without modification this Scheme.

19.2 On this Scheme being agreed by the requisite majority of members/creditors of the Transferor Company and the requisite majority of members/creditors of the Transferee Company, the Transferor Company and the Transferee Company shall make application to the Hon'ble National Company Law Tribunal for sanctioning the Scheme of Amalgamation under Sections 230 and 232 of the Companies Act, 2013 and for such other order, or orders, as the NCLT may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

19.3 It is hereby clarified that submission of the Scheme to the NCLT and to any authorities for their respective approvals is without prejudice to all rights, interest titles and defences that the Transferor Company and the Transferee Company has or may have under or pursuant to all applicable laws.



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19.4 The Transferor Company and the Transferee Company shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

20. MODIFICATIONS / AMENDMENTS TO THE SCHEME

20.1 The Board of Directors of the Transferor Company and/ or the Transferee Company may pass appropriate resolution(s) to make any modification/amendment to the Scheme as may be deemed necessary or which may be directed to be so done by the Hon'ble National Company Law Tribunal and/or any other authorities under the law or which may be found to be otherwise desirable for settling any question, doubt or difficulties that may arise for implementing and/or carrying out the Scheme and may do all such acts, deeds, matters and things as may be necessary, desirable or expedient for putting the Scheme into effect.

20.2 Further, post approval of the Scheme by NCLT, if there is any confusion in interpreting any clause of this Scheme, or otherwise, the Board of Directors of the respective Companies shall jointly have complete power to take the most sensible interpretation so as to render the Scheme operational.

20.3 It is however, clarified that any amendment or modification to this Scheme after sanction thereof shall be made in accordance with the provisions contained in Section 231, of the Act or any statutory modification thereof.

21. COMPLIANCE WITH TAX LAWS AS APPLICABLE TO THE SCHEME

21.1 This Scheme is in compliance with the conditions relating to "amalgamation" as specified under Section 2(1 B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act.

21.2 On or after the Effective Date, the Companies shall have the right to revise their financial statements and tax returns (including withholding tax returns) along with the prescribed forms, filings and annexures under the provisions of the IT Act (including for the purpose of re-computing income tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Services tax, VAT law or other tax laws, and to claim refunds and or credits for taxes paid (including minimum alternate tax, tax deducted at source, goods and service tax, etc.), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.



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Director

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Authorised Signatory/ Director

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21.3 As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

21.4 All deductions otherwise admissible to the Transferor Companies including payment admissible on actual Payment or on deduction of appropriate taxes or on payment or tax deducted at source (such as under Sections 40, 40A, 43B, etc. of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Company.

22. COSTS AND EXPENSES

All costs, charges and expenses including but not limited to any stamp duty or registration fees or any lease premium payable on any deed, document, instrument or the NCLT Order pertaining to this Scheme or in connection with this Scheme and incidental to the completion of the merger of the Transferor Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company. The Transferee Company shall be eligible for deduction of all such expenditure incurred as per Section 35DD of the IT Act.

23. MISCELLANEOUS

23.1 The Board of Directors of the Transferor Company and the Transferee Company may empower any Committee of Directors or Officer(s) or any individual director, officer or other person to discharge all or any of the powers and functions, which the said Board of Directors are entitled to exercise and perform under the Scheme.

23.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, in the sole discretion of the Transferor Company and the Transferee Company either by their respective Boards of Directors in this behalf, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

23.3 In the event that any conditions imposed by the Appropriate Authority are found unacceptable for any reason whatsoever by any Transferor Company or the Transferee Company, then the respective Transferor Company and/or Transferee Company shall be entitled to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.



For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

For, Innovative Healing Systems (Gujarat) Pvt. Ltd. Director

[Signature]
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorised Signatory/ Director

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23.4 On the approval of the Scheme by the members of the Transferor Company and Transferee Company pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under other provisions of the Act to the extent the same may be considered applicable for the purpose of this Scheme.

23.5 The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee company in respect of the immovable properties vested in it. Any inchoate title or possessory title of the Transferor Company or its predecessor companies shall be deemed to be the title of the Transferee Company.

23.6 Further, the Board of Directors of the Transferor company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Company and the Transferee Company are of view that the coming into effect of the scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Company or the Transferee Company.

23.7 If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Company and or the Transferee Company, then in such case the Transferor Company and the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part. Without prejudice to above, if the modification required is not acceptable, then the Companies can withdraw the Scheme.

23.8 There is no adverse effect of Scheme on any director, key managerial personnel, promoters, non-Promoter members, creditors and employees of the Transferor Company and the Transferee Company.

23.9 It is further provided that there are no other contracts or arrangements that are material to this scheme of amalgamation.



For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorized Signatory/ Director

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.

For, Innovative Healing Systems (Gujarat) Pvt. Ltd. *[Signature]*
Director

For, Innovative Healing Systems (India) Pvt. Ltd.

[Signature]
Authorized Signatory/ Director

[Signature]
Director

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24. INDEMNITY BY TRANSFEROR COMPANY & ITS SHAREHOLDERS

The Transferor Company and its shareholders shall indemnify and hold harmless the Transferee Company and its directors, officers, representatives, partners, employees and agents (collectively referred as the "Indemnified Persons") for losses, liabilities, costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by the Indemnified Persons which may devolve on Indemnified persons on account of amalgamation of the Transferor Company with the Transferee Company but would not have been payable by such Indemnified Persons otherwise, the form and manner as may be agreed amongst the Transferee Company and the shareholders of the Transferor Company.

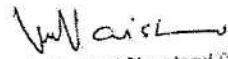
25. NO CAUSE OF ACTION

No third party claiming to have acted or changed his position in anticipation of the Scheme taking effect, shall get any cause of action against the Transferor Company or Transferee Company or their directors or officers, if this Scheme does not take effect or is withdrawn, cancelled, revoked, amended or modified for any reason whatsoever.

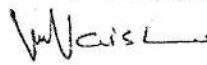
For, Innovative Heating Systems (Gujarat) Pvt. Ltd.


Director

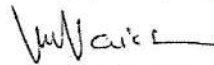
For, Innovative Heating Systems (India) Pvt. Ltd.


Authorised Signatory/ Director

For, Innovative Heating Systems (Gujarat) Pvt. Ltd.


Director

For, Innovative Heating Systems (India) Pvt. Ltd.


Authorised Signatory/ Director



INNOVATIVE HEALING SYSTEMS (GUJARAT) PRIVATE LIMITED
 11, SHASHI COLONY, VIVRO HOUSE, OPP. SUVIDHA SHOPPING CENTRE, PALDI, AHMEDABAD, GUJARAT-7
 CIN- U85100GJ2005PTC046903

CP (CAA) No. 48/NCLT/AHM/2021
 Connected with
 CA (CAA) NO. 46/NCLT/AHM/2021


SCHEDULE OF ASSETS

Name of the Transferor Company	Innovative Healing Systems (Gujarat) Private Limited
Corporate Identification Number (CIN)	U85100GJ2005PTC046903
Registered Office	11, SHASHI COLONY, OPP. SUVIDHA SHOPPING CENTER, PALDI, AHMEDABAD GJ 380015 IN
Permanent Account Number (PAN)	AACCD2516R
Tax Deduction & Collection Account Number (TAN)	AHMI01489F
GST Registration Number	24AACCD2516R1ZJ
Bank Account Details	ICICI Bank Ltd., JMC House Branch Current A/c. No. 002405018040
Fixed Deposit	Nil
Other investments	Nil
Electric Connections (Torrent Power Limited)	Consumer No. 3256819

IMMOVALBE PROPERTIES	
Building	10,40,757.00

OTHER ASSETS	
(1) Plant & Machineries	59,33,111.02
(2) Others Movable Assets	
1. Furniture & Fittings	6,68,509.00
2. Office Equipments	4,624.00
3. Computer & Data Processing Units	10,510.00
4. Electrical Equipment & Installation	1,86,951.00

For, Innovative Healing Systems (Gujarat) Pvt. Ltd.


 Gopika Vaishnav
 Director
 DIN: 00352624

