

SCHEME OF ARRANGEMENT

BETWEEN

**ADV HEALTH TECHNOLOGIES LIMITED
(TRANSFEROR COMPANY)**

AND

**SHALIMAR AGENCIES LIMITED
(TRANSFeree COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

UNDER SECTIONS 230 TO 232 AND 234 OF THE COMPANIES ACT, 2013

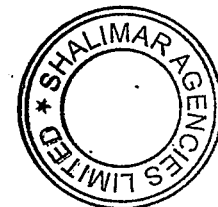
AND

**UNDER NEW JERSEY STATUTES & OTHER APPLICABLE LAWS IN
UNITED STATES OF AMERICA**

K. Narendran



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PART 1
INTRODUCTION, RATIONALE, DEFINITIONS AND INTERPRETATION

1 INTRODUCTION, DEFINITIONS, AND INTERPRETATION

1.1 Preamble

This Scheme of Merger ("Scheme") is presented pursuant to the provisions of Sections 230 - 232 read with Section 234 and other relevant provisions of the Companies Act, 2013, as may be applicable, and Section 2(IB) and other relevant provisions of the Income Tax Act, 1961, The Foreign Exchange Management (Cross Border Merger) Regulations, 2018 (FEMA 389/2018), Foreign Exchange Management Regulations as applicable for the:

- a. Amalgamation (as defined hereinafter) of the Transferor Company (as defined hereafter) with the Transferee Company (as defined hereafter);
- b. various other matters incidental, consequential or otherwise integrally connected therewith.

1.2 Introduction

1.2.1 ADV HEALTH TECHNOLOGIES LTD

1.2.1.1 ADV Health Technologies Limited (here in after referred as "Transferor Company" or AHTL) was incorporated on December 02, 2021, under the laws of the State of New Jersey having its main business office at 260 Middlesex Turnpike Iselin, New Jersey 08830

ADV Health Technologies Ltd is the holding entity of Computing Concepts Inc. (Hereinafter referred to as 'CCI') holding 100% shares of CCI.

1.2.1.2 The Present Directors of ADV Health Technologies Ltd are :
Mr. Narendra Kotti (Director)

1.2.1.3 Shareholders of ADV Health Technologies Ltd as on 31-12-2021 are as follows:

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Share holding pattern of Adv Health Technologies Limited as on 31-12-2021				
S No	Name of the Shareholder	Address	No. of Shares held	%
1	Sepals Corporation		2172999	6.58%
2	S3 Capital Inc	19080 Festival Plaza Dr, Ste 300, Las Vegas NV 89135	5682999	17.22%
3	Pragmatic Solutions LLC	57 Tingley lane Edison NJ 08820	1914000	5.80%
4	SGMC Systematic Corp Inc	15 Sinclair Road Edison NJ 08820	6905001	20.92%
5	Finnavate Inc	57 Tingley lane Edison NJ 08820	7596999	23.02%
6	IT Corpz Inc	15 Sinclair Road Edison NJ 08820	2457000	7.45%
7	JB Tech Systems Inc	10803 Thornmint Rd Ste 105 San Diego, CA 92127	750000	2.27%
8	Blue Cloud Techs Corp	15 Sinclair Road Edison NJ 08820	1521000	4.61%
9	Varuvia Business Solutions Inc	15 Sinclair Road Edison NJ 08820	2000001	6.06%
10	Avanti Computing Pvt Ltd	Unit 1160 Tower B 1 Spaze I Tech Park, Sohna Road Gurgaon, India - 122001	2000001	6.06%
Total			33000000	100.00%

1.2.1.4 The main objects of the ADV Health Technologies Ltd are :

Software Development & IT Consulting Including Health Care Software Development

1.2.1.5 COMPUTING CONCEPTS INC

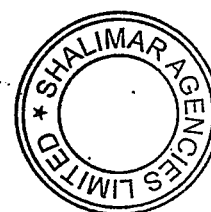
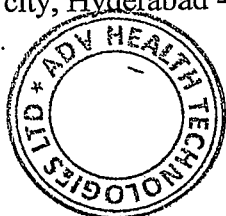
ADV Health Technologies Ltd is the holding entity of Computing Concepts Inc (Hereinafter referred to as 'CCI') holding 100% shares of CCI. CCI was incorporated on 30th March 1988 under the laws of the State of New Jersey, United States of America having registered office at 185 East Union Ave., East Rutherford, NJ, 07073

The Company develops and implements Software solutions for various clients in need of business management and intelligence programming or other special projects.

1.2.2 SHALIMAR AGENCIES LIMITED

SHALIMAR AGENCIES LIMITED (hereinafter also referred to as the "Transferee Company") was incorporated on June 4, 1981 under the Companies act, 1956 in the name and style as Shalimar Agencies Limited as a public Limited company and obtained the Certificate of Commencement of Business on June 17, 1981, bearing the CIN L72100TG1981PLC114084, having the registered office situated at Reg: 2nd Floor, Purva Summit, Isprout Business Centre, Survey No:8, Whitefield Road Hitech city, Hyderabad - 500081 Telangana.

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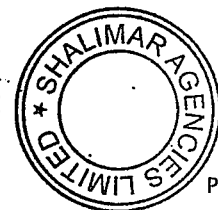
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The equity shares of the Transferee Company are listed and traded on BSE Limited with Scrip code 539895, Metropolitan Stock Exchange of India Limited (MSEI) with symbol as "SAGL" and on The Calcutta Stock Exchange Limited (CSE) with Scrip Code "29286". The Equity Shares were also listed on The Delhi Stock Exchange Limited (DSE) which was de-recognised vide SEBI order dated November 19, 2014.

The main objects of the Transferee Company as specified under the heading A- Main Object under Clause III of the Memorandum of Association of the Company are interalia is under:

1. *Computer and related Services*
2. *To carry on the business of providing outsourcing services for all processes, sub Processes, transactions, activities and all other work performed by business in various industries within India and across the world. This includes those process or sub processes that are enabled by information technology. It also includes data, voice or video collection and processing, call centre services including in bound and out bound calling services of all kinds, technical support, managed data centre, managed technical Centre, training centre, web support back office, business or financial analysis, scientific analysis, research work and analysis, storage, disaster recovery, accounting, pay roll, inventory management, customer relationship management, enterprises resources planning and to develop software, provide consultancy, software solution and services that are normally offered by the outsourcing business and information technology services providers, the software development houses and application services providers in India and abroad.*
3. *To undertake and provide Internet related services, systems, technology, information and software development services and products, including hardware's, to any person through agents, franchise, by any available means, in India or abroad including value added services such as interactive, Television, Internet, E-Mail, V-Sat, Telephony, Video Shopping, Entertainment, Infotainment, Teleshopping, E-Commerce, Games, Data Transmission, Computer networking, Video conferencing etc. and to establish links via. Satellite uplink and downlink through available reception systems in India and abroad.*
4. *To work in the area of IT and more particularly in the area of Communications and Networking, Data Formats, Desktop Publishing, computer Education and training, Hardware, Internet, Multimedia, Programming Languages, Security, Software, Technical Support, healthcare and management services in India and abroad.*

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5. *To carry on, engage in the business at its own or in association with any Indian or any foreign agency, individuals, firms, company or government undertaking either in India or abroad and to act as franchise agent for electronic information technology development, up gradation, manufacturing, processing and up gradation of hardware, software, website, web-page, internet, e-mail, online electronic communication systems, data processing, developing, producing, generating, manufacturing, and dealing in all types of the computer hardware, software, computer stationery and to run and operate the computer hardware and software, training of Sap packages, ERP packages, accounting, other packages and programming in India or abroad..*

1.2.3 Rationale of the Scheme

- (i) The proposed scheme whereby ADV Health Technologies Ltd will be merged with SAL will result in Computing Concepts Inc becoming the wholly owned subsidiary of the Transferee company. This will result in financial synergies since CCI is an operating Company with substantial revenue generating capability and will consolidate the holding structure for the overseas direct and/or indirect wholly-owned subsidiaries of the Transferor Company resulting in strengthening of the investment portfolio, synergistic benefits, faster decision making, strengthening the focus, enhancing the ability to deal with regulatory challenges, risks and policies and consolidating the financial, management and operational resources at overseas jurisdictions.
- (ii) Merger will result in synergies in operational process and creation of efficiencies by reducing time to market and benefitting customers as well as optimization of operation and capital expenditure. This will further result in considerable jump in Revenue
- (iii) Consolidation of the strengths of both the Companies (in terms of Projects and Personnel) and access to strategic partners and fund raising in India.
- (iv) The Scheme shall enable the Transferor Company and the Transferee Company to better focus, strategize and will also help retain and increase the competitive strength of group thereby directly and indirectly strengthening the reputation, goodwill, etc. for the respective businesses of the companies at a global level.
- (v) In order to effectively and efficiently cater to the independent growth plans, both through organic and inorganic means, for each of the undertakings of respective companies, such internal arrangement supporting each functional area, is a requirement. Scheme proposes to re-organise the existing businesses of the Transferor Company and Transferee Companies to facilitate greater efficiency in cash management and better utilisation of the cash flows generated ultimately maximising shareholders' value. This shall also enable better and more efficient management, control and running of the

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businesses of the Transferor Company and Transferee Companies, giving the benefit of consolidation at the group level.

- (vi) The proposed scheme will be beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of Transferee Company since the said merger will result in CCI becoming the wholly owned subsidiary of SAL and diversification of portfolio will further result in risk mitigation, economies of scale and synergic benefit both in terms of operations and financial.
- (vii) There is no adverse effect of Scheme on the directors, key managerial personnel, promoters, non-promoter shareholders, vendors and employees of Transferor Company & Transferee Company

1.3 Overview of the Scheme of Amalgamation

1.3.1 This Scheme provides for the amalgamation of the Transferor Company with the Transferee Company in accordance with Sections 230 to 232 read with Section 234 of the Act and laws of New Jersey, United States of America and the terms and conditions contained in this Scheme.

1.3.2 This Scheme as set out herein in its present form along with any modifications and/or amendments, as may be approved in accordance with the terms of this Scheme or as may be directed by the NCLT / Government Authority, shall be deemed to be effective from the Appointed Date, and be operative from the Effective Date.

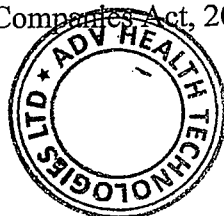
1.3.3 The Scheme is divided into 3 (three) parts viz;

- (i) Part I sets-forth the Introduction, Rationale, Definitions and Interpretation and Capital Structure of the Companies;
- (ii) Part II deals with the amalgamation of the Transferor Company into and with the Transferee Company, in accordance with the provisions of Sections 230 to 232 and 234 other relevant provisions of the Act; and
- (viii) Part III deals with general/residuary terms and conditions.

1.4 Definitions

1.4.1 "Act" or "Companies Act" means the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable rules and regulations, for time being in force, if any or applicable provisions of the erstwhile Companies Act, 1956 (as the case may be) including any statutory modification or re-enactment thereof, References in this Scheme to provisions of the Act shall be deemed to mean and include references to particular provisions of the Companies Act, 2013 unless stated otherwise.

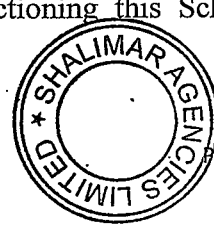
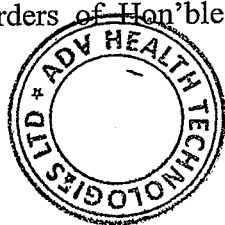
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- 1.4.2 "Amalgamation" means the amalgamation of the Transferor Company with the Transferee Company, pursuant to Sections 230 - 232 and 234 and other relevant provisions of the Companies Act, 2013 and applicable provisions of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other relevant rules and regulations, and Section 2 (IB) and other relevant provisions of the Income Tax Act, 1961.
- 1.4.3 "Applicable Law" or "Law" means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties as may be in force from time to time;
- 1.4.4 "Appointed Date" means 01st April 2022 or such other date as may be mutually agreed upon by the respective Board of Directors of Transferee Company and Transferor Company with the approval of the National Company Law Tribunal, Hyderabad Bench at Hyderabad or such other date as may be fixed by the National Company Law Tribunal, for the purposes of this Scheme and Income Tax Act, 1961
- 1.4.5 "Board of Directors" or "Board" in relation to the Transferor Company and /or the Transferee Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee as may be constituted by the board of directors.
- 1.4.6 "Clause" and "sub-Clause" means the relevant clauses and sub-clauses set out in this Scheme.
- 1.4.7 "Companies" shall mean jointly referring to the Transferor Company and the Transferee Company.
- 1.4.8 "Corporate Action" shall mean sub-division, consolidation, or re-organization or any other type of capital restructuring activities including but not limited to issue of bonus/right shares, transfer, sale, alienate, mortgage, creation of any encumbrance on the promoters shareholding, excluding grant of employee's stock options and consequent allotment, by the Transferor Company until the effectiveness of the Scheme.
- 1.4.9 "Effective Date" shall mean later of the dates on which the certified true copies of the Orders of Hon'ble National Company Law Tribunal sanctioning this Scheme of

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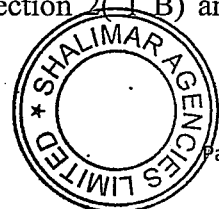


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Amalgamation are filed with the Registrar of Companies, Telangana, Hyderabad by the Transferor Company and Transferee Company, References in this Scheme to the word “upon the Scheme becoming effective” or effectiveness of this Scheme” or upon the “Scheme coming into effect” shall mean Effective Date. If applicable, at State of New Jersey, and is the date with effect from which the Scheme of Arrangement shall upon receipt of requisite approvals, be deemed to be operative;

- 1.4.10 “Governmental Authority” means any applicable Central, State or local Government, statutory, regulatory, departmental or public body or authority of relevant jurisdiction, legislative body or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Regional Directors, Foreign Investment Promotion Board, Reserve Bank of India, or arbitration or arbitral body having jurisdiction, courts and other government and regulatory authorities of State of New Jersey, USA and India as may be applicable..
- 1.4.11 “Indemnified Persons” shall mean to include Transferee Company, its directors, employees, officers, representatives, or any other person authorized by the Transferee Company, excluding the Promoters.
- 1.4.12 “Indemnifying Persons” shall mean the Promoters / Promoter Group.
- 1.4.13 “NCLT” means the National Company Law Tribunal, Hyderabad Bench at Hyderabad having jurisdiction over the Transferee Company and the Transferor Company.
- 1.4.14 “New Equity Shares” shall mean the equity shares of Transferee Company to be issued and allotted to shareholders of Transferor Company in a manner detailed under Clause 2.6 of the Scheme.
- 1.4.15 “Promoters” / “Promoter Group” shall mean shareholders of Transferor Company.
- 1.4.16 “Record Date” shall mean the date to be fixed by the Board of Directors of the Transferor Company and the Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom equity shares of Transferee Company will be allotted pursuant to this Scheme.
- 1.4.17 “RoC” means the Registrar of Companies at Hyderabad having jurisdiction over the Transferor Company and the Transferee Company.
- 1.4.18 “Scheme” means this Scheme of Amalgamation and Arrangement among the Transferor Company and the Transferee Company and their respective shareholders pursuant to the provisions of Sections 230 – 232 and 234 and other relevant provisions of the Companies Act, 2013, as may be applicable, and Section 2(1 B) and other

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relevant provisions of the Income Tax Act, 1961, as applicable. in its present form (including any annexures, schedules, etc., annexed/attached hereto), along with such modifications and amendments as may be made from time to time.

1.4.19 "SEBI" shall mean Securities and Exchange Board of India.

1.4.20 "SEBI Master Circular" shall mean the SEBI Master Circular dated December 22, 2020, bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2020/249, as amended or replaced from time to time.

1.4.21 "Share Exchange Report" shall mean the registered valuer report on the share exchange ratio dated 05-03-2022 issued by Mr. A. N. Gawade, Independent Chartered Accountant and Registered Valuer.

1.4.22 "Stock Exchange" shall BSE Limited, Metropolitan Stock Exchange of India Limited (MSEI) and The Calcutta Stock Exchange Limited (CSE) where the equity shares of Transferee Company are listed.

1.4.23 "Transferee Company " shall have the meaning ascribed to it in Clause 1.2.2 of this Scheme.

1.4.24 "Transferor Company" shall mean and have the meaning ascribed to it in Clause 1.2.1 of this Scheme.

1.5 Interpretation

1.5.1 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words used in this Scheme refers to this entire Scheme;

1.5.2 The words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;

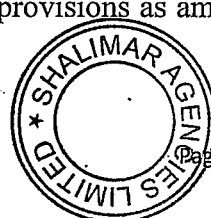
1.5.3 The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

1.5.4 Any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;

1.5.5 The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;

1.5.6 Any reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended,

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supplemented or re-enacted from time to time, and any reference to legislation or statute includes any subordinate legislation made from time to time under such a legislation or statute and regulations, rules, notifications or circulars issued under such a legislation or statute;

1.5.7 Words in the singular shall include the plural and vice versa; and

1.6 Capital Structure

1.6.1 The share capital of the Transferor Company as on 31-12-2021 is as under:

Particulars	Amount (USD)
Authorised Capital	
3,30,00,000 Equity Shares of Rs. 0.1 each	33,00,000
Total	
Issued, Subscribed & Paid-up Share Capital	
3,30,00,000 Equity Shares of Rs. 10 each	33,00,000
Total	33,00,000

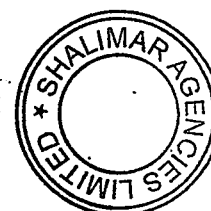
1.6.2 The share capital of the Transferee Company as on 31-12-2021 was as under:

Particulars	Amount (Rs)
Authorised Capital	
32,50,000 Equity Shares of Rs. 10 each	3,25,00,000
Total	3,25,00,000
Issued, Subscribed & Paid-up Share Capital	
30,01,000 Equity Shares of Rs. 10 each	3,00,10,000
Total	3,00,10,000

As on the date of filing the Draft Scheme with the Exchanges, the Authorised Share Capital of the Transferee Company is Rs. 70,00,00,000 (Rupees Seventy Crores) divided into 7,00,00,000 Equity shares of Rs. 10 each.

1.6.3 The Companies agree that till the Scheme becomes effective, there shall be no change in the authorized capital or the issued, subscribed and paid-up capital of the Transferor Company.

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PART-II
TRANSFER OF TRANSFEROR COMPANY

2 THE TRANSFER BY WAY OF AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY

2.1 With effect from the Appointed Date, and upon the Scheme becoming effective, the Transferor Company shall stand transferred to and be vested in the Transferee Company, as a going concern, without any further deed or act, together with all the properties, assets, rights, liabilities, benefits and interest therein as detailed below.

2.2 Subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, on occurrence of the Effective Date, the whole of the business, property, if any, assets, investments, rights, benefits and interest therein of the Transferor Company shall, with effect from the Appointed Date, stand transferred to and be vested in the Transferee Company, without any further act or deed, and by virtue of the order passed by the NCLT. Without prejudice to the generality of the above, and in particular, the undertaking of the Transferor Company including its assets and liabilities shall stand transferred to and be vested in the Transferee Company in the manner provided below:

2.2.1 all assets of the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting pursuant to this Scheme, if any, shall stand vested in the Transferee Company.

2.2.2 all investments (including investments in securities of other companies whether, shares, stocks, debentures, units, or other similar instruments) if any, shall without any further act, instrument or deed, become the property of the Transferee Company (except as provided in Clause 2.8);

2.2.3 Unless otherwise provided herein, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses in relation to the Transferor Company, shall be in full force and effect on the Effective Date in the name of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto;

2.2.4 all statutory licenses, permissions or approvals or consents held by the Transferor Company required to carry on its operations shall stand transferred to and be vested in the Transferee Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities

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concerned therewith in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme;

2.2.5 any and all registrations, goodwill, licenses appertaining to the Transferor Company shall stand transferred to and vested in the Transferee Company; and

2.3 Saving of Concluded Transactions

The transfer of assets, liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this Part II shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

2.4 Procedural formalities post sanction of the Scheme

2.4.1 The Transferee Company shall, 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 or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company, has been a party, 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 and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

2.4.2 Upon the Scheme becoming effective, all permissions, licenses, approvals, consents, privileges, benefits and benefits of filings and all other incorporeal rights emanating from such licenses, whether statutory, regulatory or otherwise, relating to the Transferor Company, shall stand transferred to and vest in Transferee Company without any further act, instrument or deed as more particularly provided hereinabove. Notwithstanding such transfer/ vesting of the aforesaid licenses, if any application is required for the statistical record of the statutory authorities to implement the transfer and vesting of such licenses, as provided hereinabove, the Transferee Company shall facilitate the statutory authorities by filing such applications, which shall be granted/ approved in favour of the Transferee Company based on the sanction order of the Scheme by the NCLT.

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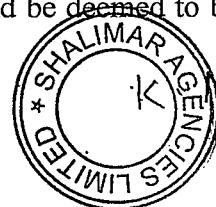
2.5 Conduct of Business

2.5.1 With effect from the Appointed Date and until occurrence of the Effective Date:

- (i) The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets for and on account of and in trust for Transferee Company;
- (ii) The Transferor Company hereby undertakes to hold its assets with utmost prudence until the Effective Date;
- (iii) The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence in the ordinary course of business and shall not, outside the ordinary course of business or as mentioned in terms of this Scheme, (a) undertake any additional financial commitments, (b) borrow any amounts or incur any additional liabilities or expenditure, (c) issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or (d) sell, transfer, alienate, charge, mortgage or encumber or deal, in any of its properties/assets, (excluding sale, transfer, alienate, charge, mortgage or encumber or deal with its investments in the Transferee Company); or when a prior written consent of the Transferee Company has been obtained in this regard, the Transferor Company shall carry on its business in its ordinary course with reasonable diligence and business prudence and in a manner consistent with its past practices;
- (iv) Except by consent of the Board of Directors of the Transferee Company or as part of this Scheme, pending sanction of this Scheme by the NCLT, the Transferor Company shall not take any Corporate Action.
- (v) The Transferor Company shall not alter its business except with the written concurrence of the Transferee Company; and
- (vi) The Transferor Company shall not, without prior written consent of the Transferee Company take any major policy decisions in respect of management except in the ordinary course of business.

2.5.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by it with effect from Appointed Date shall for all purposes be treated and be deemed to be accrued

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as the income or profits or losses or expenditure. as the case may be, of the Transferee Company respectively, unless otherwise provided in this Scheme.

2.5.3 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business of the Transferor Company.

2.5.4 To give effect to the amalgamation order passed under Sections 230 - 232 and 234 and other applicable provisions of the Companies Act in respect of the Scheme by NCLT, the Transferee Company shall, at any time pursuant to the approval of the Scheme by the NCLT, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Transferor Company, in accordance with the provisions of Sections 230 - 232 & 234 of the Companies Act, 2013

2.6 Consideration

2.6.1 Fair Market Value

The computation of fair market values is summarized as under:

ADV Health Technologies Limited	Amount in INR
Value per share	100.00


Shalimar Agencies Limited	Amount in INR
Value per share	100.00

Swap ratio is calculated as follows:


		Amount in INR		
Shalimar Agencies Limited		ADV Health Technologies Ltd		
	Value Per share	Weight	Value per Share	Weight
Asset Approach	N/A	0%	100.00	100%
Income Approach	100.00	100%	N/A	0%
Market Approach	N/A	0%	N/A	0%
Relative Value Per Share	100.00		100.00	
Exchange Ratio	1:1 i.e. 1 Share of Shalimar Agencies Limited for every Share held in ADV Health Technologies Limited			

2.6.2 Upon coming into effect of the Scheme and in consideration for merging the Transferor Company with the Transferee Company, Transferee Company, without any further application, act, instrument or deed, issue and allot New Equity Shares credited as fully paid, to the extent indicated below, to each

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shareholder of Transferor Company whose name is recorded in the register of members and records of the depository as members of Transferor Company on the Record Date in the following manner:


“1 (One) fully paid-up equity shares of the face value of Re. 10/- (Rupee Ten only) each in Transferee Company for every 1 (One) fully paid-up shares held in Transferor Company.”

(i.e Shalimar Agencies Ltd shall issue 3,30,00,000 Equity shares of face value of Rs. 10 each at a premium of Rs. 90 per Equity share to the Shareholders of the Transferor Company)


(The ratio referred to above in which the equity shares of Transferee Company are to be allotted to the shareholders of the Transferor Company is hereinafter referred to as the **“Share Exchange Ratio”**).

- 2.6.3 The Share Exchange Ratio has been determined by Mr. Anandkumar Gawade, Registered Valuer under Class Securities or Financial Assets vide Registration No. IBBI/RV/05/2019/10746, vide their report, dated March 05, 2022 and Finshore Management Services Limited, SEBI Registered Category I Merchant Banker (SEBI Registration No. INM000012185) vide their opinion dated March 05, 2022, opined that the Share Exchange Ratio 1, is fair to the shareholders of the Companies.
- 2.6.4 The New Equity Shares to be issued and allotted by Transferee Company shall be subject to the Memorandum and Articles of Association of Transferee Company and shall rank pari passu in all respects from the date of allotment in terms of this Scheme, with all rights thereto, and shall be entitled to full dividend, if any, which may be declared by Transferor Company after the Effective Date of the Scheme.
- 2.6.5 The fractional entitlement as per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 does not arise and therefore SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, is not applicable.
- 2.6.6 The New Equity Shares shall be issued in dematerialised form and the New Equity Shares shall be listed in BSE, MSEI & CSE.
- 2.6.7 If the Transferee Company changes its capital structure by way of any Corporate Action, the number of New Equity Shares mentioned in Clause 2.6.2 shall further be suitably modified/adjusted to give effect to such Corporate Actions.

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2.6.8 The New Equity Shares in terms of this Scheme will be listed and/or admitted to trading on the Stock Exchanges where the shares of the Transferee Company are listed and/or admitted to trading subject to necessary approvals from the Stock Exchanges and necessary applications and compliances being made by the Transferee Company.

2.6.9 On the approval of the Scheme by the shareholders of Transferee Company pursuant to the provisions of Sections 230 to 232 and 234 and other applicable provisions of the Act, it shall be deemed that the said shareholders of Transferee Company have also resolved and accorded all relevant consent for issue of New Equity Shares in terms of this Scheme of Merger under section 42, 62 and such other provisions of the said Act to the extent the same may be considered applicable, if any and it is clarified that there will be no need to pass separate shareholders' resolution as required under Section 42, 62 and/or any other provisions of the said Act, if any as may be applicable. The approval of the members for the Scheme shall be deemed to be approval under Section 62 and other applicable provisions, if any, of the Act.

2.7 Accounting Treatment in the Books of the Transferee Company

2.7.1 Upon the Scheme being Effective, Transferee Company shall account for the Amalgamation of the Transferor Company in its books of accounts with effect from the Effective Date in accordance applicable Indian Accounting Standards (Ind AS) 103 — "Business Combination" as issued by the Institute of Chartered Accountants of India and notified by Ministry of Corporate Affairs under the provisions of section 133 and other applicable provisions of Companies Act, 2013, read together with the Companies (Indian Accounting Standards) Rules, 2015.

2.7.2 All the assets and liabilities of Transferor Company are transferred to and vested in the Transferee Company shall be recorded at their respective fair values as appearing in the books of accounts of the Transferor Company in accordance with the requirement of Ind AS.

2.7.3 In the books of Transferor Company
No accounting entry will be required to be made in the books of the Transferor Company.



PART-III
GENERAL / RESIDUARY TERMS AND CONDITIONS

3. GENERAL / RESIDUARY TERMS AND CONDITIONS

3.1 Conditionality of the Scheme: This Scheme is and shall be conditional upon and subject to:

3.1.1 The Stock Exchanges issuing their observation/ no-objection letters, wherever required under applicable laws and SEBI issuing its comments on the Scheme, to the Transferee Company, as required under the SEBI Scheme Circular and other applicable laws;

3.1.2 The approval by the requisite majorities in number and value of the classes of persons including shareholders, creditors of Transferee Company as may be directed by the NCLT under Sections 230 - 232 and 234 of the Companies Act and applicable rules and regulations framed thereunder;

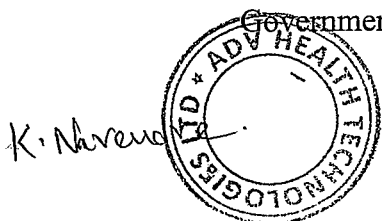
3.1.3 The approval by the public shareholders through e-voting in terms of paragraphs I(A)(10)(a) and I(A)(10)(b) of the SEBI Master Circular (including any modification or revisions thereof) shall be obtained and the Scheme shall be acted upon only if the votes cast by the public shareholder in favour of the Scheme are more than the number of votes cast by the public shareholders against it. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

3.1.4 The sanctioning of this Scheme by the NCLT, whether or not with any modifications or amendments as NCLT may deem fit or otherwise and approval of Government Authority;

3.1.5 The filing of the certified copies of the orders of the NCLT with the RoC, by the Transferor Company and Transferee Company, as the case may be;

3.1.6 Compliance with such other conditions as may be imposed by NCLT; and

1.1.7 The requisite consent, approval or permission of the Central Government or any Governmental Authorities including Stock



Exchanges, Reserve Bank of India, which by law may be necessary for the implementation of this Scheme.

1.1.8 The Designated Stock Exchange for interaction with SEBI shall be BSE Limited.

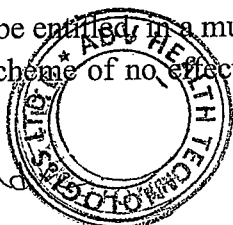
3.2 Application to the NCLT

- 3.2.1 The Transferor Company and Transferee Company shall, with all reasonable dispatch, make necessary applications to the NCLT / Government Authorities where the respective registered offices of the Transferor Company and the Transferee Company are situated, for convening and/or seeking exemption to convene meetings of shareholders/ creditors and for sanctioning this Scheme under Sections 230 - 232 of the Act, for an order thereof, for carrying this Scheme into effect and for dissolution of Transferor Company without winding up.
- 3.2.2 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 approvals which the Transferee Company may require to own the undertaking of the Transferor Company and to carry on the business of the Transferor Company.

3.3 Modifications to the Scheme

- 3.3.1 The Transferor Company and the Transferee Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the NCLT and/or any other Government Authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. The Transferor Company and the Transferee Company (acting through its respective Boards of Directors) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the NCLT or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 3.3.2 The Board of Directors of the Transferor Company and the Transferee Company shall be entitled, in a mutually agreeable manner, to revoke, cancel and declare the Scheme of no effect if they are of view that the coming into effect of the

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Scheme could have adverse implications on Transferor Company and/or Transferee Company.

3.3.3 In the event of any of the conditions that may be imposed by the NCLT or Government Authority which the Transferor Company and / or the Transferee Company may find unacceptable for any reason, then the Transferor Company and / or Transferee Company (acting through their respective Board of Directors) are at liberty to withdraw the Scheme in accordance with the procedures prescribed to do so.

3.3.4 If any issue arises as whether any asset, liability pertains to the Transferor Company and/or the Transferee Company, or not under this Scheme, the same shall be decided by the Board of Directors of the Transferor Company and/or Transferee Company, as relevant, on the basis of relevant books of account and other evidence that they may deem relevant for said purposes.

3.5 Effect of non-receipt of Approvals

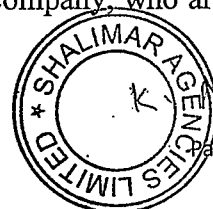
3.5.1 In the event that the Scheme is not sanctioned by the NCLT or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, the Transferor Company shall bear the costs, charges and expenses in connection with the Scheme.

3.5.2 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 Transferee Company that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to Transferor Company and/or Transferee Company, in which case the Transferor Company and Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and Transferee Company the benefits and obligations of the Scheme, including but not limited to such Part.

3.6 Revocation of the Scheme:

In the event of any of the said sanctions and approvals referred to in Clause 3.5 above, not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT / Government Authority and/or order or orders not being passed on or before such other date as may be mutually agreed upon by the respective Board of Directors of Transferor Company and Transferee Company, who are hereby

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empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s), this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se Transferor Company and Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of Transferor Company and Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect, if such Boards 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 adverse implication on the companies herein

3.7 Costs, Charges and Expenses

All costs, charges, levies and expenses in relation to or in connection with or incidental to this Scheme and its implementation, including but not limited to expenditure relating to registration and stamping of orders passed by NCE&T, obtaining regulatory approvals, revocation or withdrawal of the Scheme (if undertaken by the Companies) will be borne by the Transferor Company

3.8 Indemnity

Notwithstanding anything contained in this Scheme, the Indemnifying Persons shall jointly and severally, indemnify and hold harmless the Indemnified Persons for any and all liabilities and obligations including all demands, claims, charges, suits, proceedings whether existing or contingent in nature and the like which may be made or instituted by any party including any Governmental Authority against the Indemnified Persons which are directly attributable to the Transferor Company which may devolve on Transferee Company on account of or pursuant to the Amalgamation irrespective of the fact that the liability arises and/or becomes payable after the Amalgamation. Further, the Indemnifying Persons shall secure, deposit or pay, as the case may be, any legal demand raised by any party including any Governmental Authority within the time frame provided therein.

(Transferor)
For ADV Health Technologies Ltd

K. Narendra

Kotti Narendra
Director



(Transferee)
SHALIMAR AGENCIES LIMITED

K. Narendra

Kotti Narendra
Managing Director
DIN: 07178324

