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Unique Doc. Reference	:	SUBIN-KAKACRSFL0874550495822310V
Purchased by	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	FIRST AMENDMENT AGREEMENT TO THE PURCHASE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Second Party	:	SURAJ FINVEST PRIVATE LIMITED
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	900 (Nine Hundred only)

Authorised Signatory
The Karnataka State Registration & Stamps Department Official's Multipurpose Co-operative Society Limited

Please write or type below this line

FIRST AMENDMENT AGREEMENT DATED 7 SEPTEMBER 2023

TO

THE PURCHASE AGREEMENT DATED 16 MARCH 2023

AMONG

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED

AND

SELLERS

AND

PROMOTER LENDERS

AND

AMRI HOSPITALS LIMITED

FIRST AMENDMENT AGREEMENT TO THE PURCHASE AGREEMENT DATED 16 MARCH 2023

This **FIRST AMENDMENT AGREEMENT** (“**Amendment Agreement**”) to the **Purchase Agreement** relating to AMRI Hospitals Limited dated 16 March 2023 is executed on 7 day of September 2023;

BY AND AMONGST:

(1) **MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED**, a company incorporated under the laws of India, holding PAN [redacted] and having its registered office at the Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka – 560017, India (hereinafter referred to as the “**Purchaser**” which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns);

(2) **THE PERSONS LISTED IN PART A OF SCHEDULE 1 OF THE PURCHASE AGREEMENT** (hereinafter collectively referred to as the “**Sellers**” and individually as a “**Seller**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, administrators, executors, successors and permitted assigns);

(3) **THE PERSONS LISTED IN PART B OF SCHEDULE 1 OF THE PURCHASE AGREEMENT** (hereinafter collectively referred to as the “**Promoter Lenders**” and individually as a “**Promoter Lender**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, administrators, executors, successors and permitted assigns); and

(4) **AMRI HOSPITALS LIMITED**, a company incorporated under the laws of India, holding PAN AAECS6786N and having its registered office at P- 4 & 5, C.I.T. Scheme - LXXII, Block-A Gariahat Road, Kolkata, West Bengal 700029, India (hereinafter referred to as the “**Company**” which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns.

The Purchaser, the Sellers, the Promoter Lenders and the Company are hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”, as the context may require.

Avishi Sureka, Rohin Surekha, Midkot Investments Private Limited, Suraj Finvest Private Limited and Diwakar Finvest Private Limited are hereinafter collectively referred to as the “**Warranting Parties**”.

WHEREAS:

A. The Parties have executed a purchase agreement dated 16 March 2023 (“**Purchase Agreement**”) in connection with *inter alia*: (a) acquisition by the Purchaser (or Purchaser Nominees) of the Sale Securities from the Sellers, (b) the repayment of the Promoter Loans, and (c) refinancing of Bank Loans.

B. Subsequent to the execution of the Purchase Agreement: (a) Rohin Raj Sureka (a Seller and Party to the Purchase Agreement) has transferred 16,00,000 (sixteen lakhs) Equity Shares to his sister, Avishi Sureka on 20 June 2023, and Avishi Sureka vide execution of a deed of adherence dated 4 August 2023 (attached in **Annexure 7** to this Amendment Agreement) has been included as a Party to the Purchase Agreement; and (b) Midkot has transferred 74,00,000 (seventy four lakh) Equity Shares to Suraj Finvest Private Limited and 74,00,000 (seventy four lakh) Equity Shares to Diwakar Finvest Private Limited, respectively on 31 March 2023.

C. Pursuant to the extension letter dated 14 June 2023 among the Parties, the Parties have mutually agreed to extend the timeline for execution of the Security Custody Agreement and the Escrow Agreement to 20 June 2023. In addition, the Parties have agreed that the New Lenders and the Existing Lenders will no longer be parties to the Escrow Agreement. Accordingly, references to "Existing Lenders" in Clause 5.2.1 of the Purchase Agreement and references to "New Lenders" in the definition of "Escrow Agreement", Clause 2D and Clause 5.2.1 of the Purchase Agreement were agreed to be deleted.

D. Pursuant to the discussions between the Parties and in view of the additional time required to fulfil the Conditions Precedent and proceed towards First Tranche Completion, the Parties entered into long stop date extension letters dated 27 June 2023, 25 July 2023 and 25 August 2023. In view of the extension letters, the Parties mutually agreed to *inter alia* extend: (a) the Determination Date to 12 September 2023; and (b) the Long Stop Date to 15 September 2023.

E. The Parties have also agreed to accelerate and advance the Second Tranche Completion Date, such that the Second Tranche Completion shall take place on the First Tranche Completion Date, simultaneously with the First Tranche Completion.

F. Based on subsequent discussions and understanding arrived at between the Parties and in accordance with Clause 15.4 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement to reflect the abovementioned understanding, in the form and manner set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions and Interpretations**

1.1. **Definitions**

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined by inclusion in quotations and/or parenthesis under this Amendment Agreement, which have the meanings so ascribed, all capitalized terms used but not defined in this Amendment Agreement shall have the same meaning as assigned to them in the Purchase Agreement.

1.1. **Interpretation**

The provisions of Clauses 1.2.1 to 1.2.15 of the Purchase Agreement are deemed to be incorporated herein by way of reference and and shall *mutatis mutandis* apply in interpreting the provisions of this Amendment Agreement.

2. **Effective Date**

This Amendment Agreement shall upon execution be deemed to come into force with effect from the date hereof.

3. **Amendments to the Purchase Agreement**

3.1. The Parties agree that certain terms of the Purchase Agreement shall stand amended as mentioned below in this Clause 3:

3.1.1 The definition of "**Determination Date**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

*""**Determination Date**" means 12 September 2023;"*

3.1.2 The definition of "**Escrow Agreement**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

*""**Escrow Agreement**" means the agreement to be executed by and among, inter alia, the Purchaser, the Seller Representative and the Company in accordance with the terms hereof, in the Agreed Form, to facilitate First Tranche Completion in accordance with Clause 5;"*

3.1.3 The definition of "**First Tranche Completion Long Stop Date**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

*"**First Tranche Completion Long Stop Date**" means: (a) 15 (Fifteen) Business Days from the date of issue of the Purchaser CP Confirmation Notice or if no Purchaser CP Confirmation Notice is issued by the Purchaser before the expiry of the CP Satisfaction Period, within 15 (Fifteen) Business Days from the date of expiry of the CP Satisfaction Period (as applicable); or (b) 5 October 2023, where an Election Notice is issued under Clause 4.5;"*

3.1.4 The definition of "**Long Stop Date**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

""***Long Stop Date***" *means 15 September 2023;*"

3.1.5 The definition of "**Rollover Securities**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

"*"**Rollover Securities**" means, collectively, (a) 47,62,502 (Forty seven lakh sixty two thousand five hundred and two) Equity Shares held by Midkot; 27,77,432 (Twenty seven lakh seventy seven thousand four hundred and thirty two) Equity Shares held by Suraj Finvest Private Limited; 22,71,708 (Twenty two lakh seventy one thousand seven hundred and eight) Equity Shares held by Diwakar Finvest Private Limited; and 5,05,724 (Five lakh five thousand seven hundred and twenty four) Equity Shares held by Avishi Sureka, in each case as on the First Tranche Completion Date representing in aggregate 15% (Fifteen percent) of the Share Capital as of the First Tranche Completion Date; and (b) 150 (One hundred and fifty) CCDs held by Midkot as on the First Tranche Completion Date representing 15% (Fifteen percent) of the total number of CCDs as of the First Tranche Completion Date, and shall include any other securities in the Company owned by the Rollover Shareholders after the First Tranche Completion Date (if any);*

3.1.6 The definition of "**Rollover Shareholder**" shall stand deleted in entirety and be replaced with the following in Clause 1.1 of the Purchase Agreement:

*""**Rollover Shareholders**" means each of the Key Sellers, the CCD Seller i.e., Midkot and Avishi Sureka and their respective permitted assigns pursuant to Clause 9A.3.1 and the term "**Rollover Shareholder**" shall mean any of them as the context may require;*"

3.1.7 A new Clause 1.2.18 shall be inserted after Clause 1.2.17 under Clause 1.2 (*Interpretation*) of the Purchase Agreement as follows:

"*1.2.18 References to the term "Rollover Shareholder" in this Agreement shall be deemed to mean the "Rollover Shareholders".*"

3.1.8 In Clause 2.2.4 of the Purchase Agreement, the words "the Rollover Shareholder" shall be replaced with the word "Midkot".

3.1.9 Clause 2.5.1 (a) of the Purchase Agreement shall stand deleted in entirety and be replaced with the following:

"*The Security Custody Agreement shall be entered into on or before 20 June 2023.*"

3.1.10 Clause 2D of the Purchase Agreement shall stand deleted in entirety and be replaced with the following:

"***ESCROW AGREEMENT***

The Purchaser, the Seller Representative and the Company shall execute the Escrow Agreement on or before 20 June 2023."

3.1.11 Clause 5.2.1 of the Purchase Agreement shall stand deleted in entirety and be replaced with the following:

"*The Parties shall procure consummation of the Share Sale Transaction, transfer of the First Tranche Sale CCDs, Bank Loan Refinancing and repayment of the Promoter Loan Amount in accordance with Clause 2 (including release of the Inter-corporate Deposit, the Share Purchase Price, the First Tranche CCD Purchase Price, the Completion Loan Disbursement and the Seller Escrow Documents (other than the Second Tranche Sale CCD Documents which shall be released as per Clause 5A) by the Escrow Agent from the First Tranche Escrow Account), in the manner and sequence agreed to under the Escrow Agreement between the Parties, and no such transaction shall be deemed to be consummated unless all such transactions are consummated; and*"

3.1.12 A new Clause 6.11 shall be inserted after Clause 6.10 of the Purchase Agreement as follows:

"6.11 The Sellers agree and undertake that, within a period of 3 (three) months from the First Tranche Completion Date or such other date as may be mutually agreed between the Purchaser and the Sellers, the Sellers shall procure transfer/carve-out of the Bhubaneshwar Nursing College and Hostel and the education business associated therewith, from the Company to a Section 8 company or a trust, in a form and substance agreed between the Purchaser and the Sellers."

3.1.13 Clause 9A of the Purchase Agreement shall stand deleted in entirety and be replaced with the following:

"*9A ROLLOVER SHAREHOLDERS AND ROLLOVER SECURITIES*

9A.1 The Rollover Shareholders agree and undertake that on and from the First Tranche Completion Date and for as long as the Rollover Shareholders hold any Rollover Securities, the Rollover Shareholders:

9A.1.1 shall not be entitled to any special rights in relation to the Rollover Securities, other than rights available to an ordinary shareholder under Law;

9A.1.2 without prejudice to the rights of the Rollover Shareholders in Clause 6.9, in the event a Rollover Shareholder is present at a general meeting and intends to exercise the voting rights attached to the Rollover Securities held by it, such Rollover Shareholder shall exercise such voting rights:

(a) in consonance with, and in a manner that is identical to the exercise of voting rights by the Purchaser or its Affiliates who hold Equity Securities (as the majority shareholder of the Company on and from the First Tranche Completion Date), immediately after the exercise of the voting right by the Purchaser (and in any event before voting on such matter is concluded) provided that the Purchaser shall have communicated to the Rollover Shareholders the manner in which it intends to exercise its voting rights at least 3 (Three) Business Days prior to the date of the relevant meeting; or

(b) in accordance with the instructions of the Purchaser or its Affiliates who hold Equity Securities in the event the Purchaser is unable to vote on any matter on account of being an interested party in relation to transactions of the Company with a Related Party, provided that the Purchaser shall have communicated to the Rollover Shareholders its instructions on voting at least 3 (Three) Business Days prior to the date of the relevant meeting, and provided further that such arrangements are on substantially the same terms as those prevailing at the time for comparable transactions entered into by the Purchaser with its other subsidiaries.

9A.1.3 in the event that a Rollover Shareholder is unable to attend any general meeting, such Rollover Shareholder shall provide proxies on the Rollover Securities held by it in advance of such general meeting to the authorised representative of the Purchaser, and do all other acts that may be required by the Purchaser to ensure that Purchaser or its nominee can exercise all voting rights on the Rollover Securities at such general meeting of the shareholders of the Company which such Rollover Shareholder is unable to attend.

9A.1.4 For the purposes of this Agreement, the Rollover Shareholders shall act as a single block and all actions, decisions, intimations, consents, waivers or any other written or oral communications under this Agreement shall be made jointly by the Rollover Shareholders.

9A.2 Effective from First Tranche Completion and notwithstanding the occurrence of Second Tranche Completion, the Parties agree and acknowledge that the Sellers/Rollover Shareholders shall not be involved in the day to day management and operations of the Company and shall not be responsible for any management, operations, liabilities or obligations of the Company on, and from the First Tranche Completion Date, and the day-to-day operations of the Company shall be managed and controlled by the Purchaser and/or its Affiliates. Without prejudice to Clause 6.9, the Purchaser and/or its Affiliates shall have full and complete discretion to manage and control the business and affairs of the Company, and the sole right to make all decisions affecting the business and affairs of the Company, and to take all such actions as it deems necessary or appropriate, including levying of cross-charges, offering healthcare services at a discounted or subsidised rate, expanding hospital network and/or rebranding of operations.

9A.3 ***Restriction on Transfers***

9A.3.1. Each Rollover Shareholder shall be permitted to transfer all (but not part) of the Rollover Securities held by such Rollover Shareholder to its Affiliates, provided however that: (a) such Affiliate to whom such Rollover Securities are Transferred, shall be required to execute a deed of adherence in a form and manner acceptable to the Purchaser, agreeing to be bound by the same obligations and restrictions as applicable to the Rollover Shareholders under this Clause 9A; and (b) if such Affiliate ceases to be an Affiliate of the relevant Rollover Shareholder, then the Rollover Securities held by such Affiliate shall be Transferred back to such Rollover Shareholder, prior to such Affiliate ceasing to be an Affiliate.

*9A.3.2. In the event the Rollover Shareholders propose to sell or Transfer the Rollover Securities to any Person other than their Affiliates, they shall issue a notice in writing to the Purchaser ("**Rollover Exit Notice**"). Upon receipt of the Rollover Exit Notice, the Purchaser shall have the right to purchase all of the Rollover Securities at fair market value determined by one of the Big 5 Accounting Firms jointly appointed by the Purchaser and the Rollover Shareholders ("**FMV**"). If the Purchaser decides to purchase the Rollover Securities, it shall issue a notice in writing to the Rollover Shareholders within a period of 5 (Five) days from the date of receipt of the Rollover Exit Notice ("**Rollover Exit Acceptance Notice**"), whereupon the determination of the FMV and the sale and purchase of the Rollover Securities by the Purchaser at the FMV shall be completed within a period of 30 (Thirty) days from the date of issue of the Rollover Exit Acceptance Notice. All costs (including fees and expenses of the Big 5 Accounting Firm and stamp duty in relation to the transfer of the Rollover Securities) shall be borne by the Rollover Shareholders. If the Purchaser does not issue a Rollover Exit Acceptance Notice within the aforesaid period of 5 (Five) days, the Rollover Shareholders shall be free to sell or Transfer the Rollover Securities to any Person.*

9A.4 ***Call Option for Event of default***

9A.4.1 Event of Default

(a) *An "**Event of Default**" shall mean, with respect to the Rollover Shareholders, occurrence of any of the following:*

(i) breach of the provisions of Clause 9A.1.2 by any Rollover Shareholder;

*(ii) failure of any Rollover Shareholder to appoint a proxy in accordance with Clause 9A.1.3 for an Adjourned General Meeting. For the purpose of this Clause 9A.4.1(a)(ii), an "**Adjourned General Meeting**" means the first adjournment of a general meeting of the Shareholders of the Company ("original meeting") where the Purchaser is unable to vote on any matter on the agenda for the original meeting on account of being an interested party or the matter on the agenda is not approved at the original meeting due to lack of sufficient votes in favour of such matter (despite the Purchaser exercising its voting rights in favour of such matter), and the original meeting is adjourned on account of the absence of such Rollover Shareholder; or*

(iii) initiation or commencement of court-proceedings by the Seller Group and/or the Rollover Shareholder(s) against the Company or the Purchaser or any Affiliates of the Purchaser who holds any Equity Securities, for any matter under this Agreement, or in their capacity as Shareholders or holders of Equity Securities of the Company.

(b) *It is agreed and acknowledged that an Event of Default in relation to any one Rollover Shareholder shall be construed as an Event of Default with respect to all the Rollover Shareholders and shall trigger the Call Option right of the Purchaser under Clause 9A.4.2.*

9A.4.2 Purchaser's Call Option

*On occurrence of an "Event of Default", the Purchaser shall have the right (but not the obligation) to purchase all the Rollover Securities then held by the Rollover Shareholders ("**Call Option**"), at the fair market value which shall be the average of the fair market values determined by 2 (Two) of the Big 5 Accounting Firms, one appointed by the Purchaser and the other appointed by the Rollover Shareholders ("**Call Option FMV**"). Upon exercise of the Call Option by the Purchaser, the Rollover Shareholders shall Transfer, and the Purchaser shall acquire all the Rollover Securities held by the Rollover Shareholders ("**Call Option Securities**") at the Call Option FMV, with full title guarantee, free from and clear of all Encumbrances and with* *all rights attached to such Call Option Securities. If the Purchaser decides to exercise the Call Option, it shall issue a notice in writing to the Rollover Shareholders (“**Call Option Notice**”), whereupon the determination of the Call Option FMV and sale and purchase of the Call Option Securities by the Purchaser at the Call Option FMV shall be completed within a period of 30 (Thirty) days from the date of issue of the Call Option Notice. All costs (including fees and expenses of the Big 5 Accounting Firms and stamp duty in relation to the transfer of the Call Option Securities) shall be borne by the Purchaser.*

9A.5 ***Merger of the Company***

The Parties agree that in the event of any merger of the Company with the Purchaser, the provisions of this Clause 9A in relation to the Rollover Securities shall mutatis mutandis apply in relation to the shares/securities held by the Rollover Shareholders in the resultant entity, in exchange for the Rollover Securities.

9A.6 ***Listing***

The Parties hereby agree that the restrictions on the Rollover Shareholders set out under this Clause 9A shall immediately fall away at the time of listing of the Equity Securities of the Company or of the merged entity (pursuant to the merger of the Company with the Purchaser), on a stock exchange.”

3.1.14 Part A (*Particulars of the Sellers*) of Schedule 1 (*Particulars of the Sellers and Promoter Lenders*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 1** of this Amendment Agreement.

3.1.15 Part B (*Shareholding Pattern of the Company on the First Tranche Completion Date*) of Schedule 2 (*Shareholding Pattern of the Company*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 2** of this Amendment Agreement.

3.1.16 Part C (*Shareholding Pattern of the Company on the Second Tranche Completion Date*) of Schedule 2 (*Shareholding Pattern of the Company*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 3** of this Amendment Agreement.

3.1.17 Schedule 3 (*Sale Securities*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 4** of this Amendment Agreement.

3.1.18 Schedule 4 (*Details of Promoter Loans*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 5** of this Amendment Agreement.

3.1.19 Paragraph 18 of **Schedule 7** (*Conditions Precedent*) of the Purchase Agreement shall stand deleted in entirety.

3.1.20 Paragraphs 16, 17 and 18 of **Schedule 11** (*List of Specific Indemnity Matters*) of the Purchase Agreement shall stand deleted in entirety and be replaced with the following:

"16	*arising from any claims raised on account of the Company undertaking the business-operations at the Bhubaneshwar Nursing College and Hostel through a 'for-profit entity', including for breach of any Consents procured by the Company in relation to the Bhubaneshwar Nursing College and Hostel, for the period up to the date of transfer/carve out of Bhubaneshwar Nursing College and Hostel as contemplated under this Agreement;*	*36 months from the date of transfer/carve-out of the Bhubaneshwar Nursing College and Hostel in the manner contemplated in Clause 6.11.*
17	*"against any payment of liabilities, costs and expenses (other than Taxes) by the Company in relation to transfer/carve-out of the Bhubaneshwar Nursing College and Hostel and its operations, from the Company as contemplated under this Agreement;*	*36 months from the date of transfer/carve-out of the Bhubaneshwar Nursing College and Hostel in the manner contemplated in Clause 6.11.*
18	*against any payment of Taxes by the Company as result of transfer/carve out of the Bhubaneshwar Nursing College and Hostel and the education business associated therewith, as contemplated under this Agreement;*	*84 months from the date of transfer/carve-out of the Bhubaneshwar Nursing College and Hostel in the manner contemplated in Clause 6.11"*

3.1.21 Schedule 25 (*Form of Deed of Adherence*) of the Purchase Agreement shall stand deleted in entirety and be replaced with **Annexure 6** of this Amendment Agreement.

4. **Advancement of Second Tranche Completion Date and waiver of Security Custody and the Sale CCD Custody**

4.1. The Parties agree to accelerate and advance the Second Tranche Completion Date, such that the Second Tranche Completion shall take place on the First Tranche Completion Date, simultaneously with the First Tranche Completion. In light of the acceleration and advancement of the Second Tranche Completion Date, the Parties have agreed to:

4.1.1. waive the requirement of creation of the Security Custody and the Sale CCD Custody, and consequently the requirement to execute the Document Retention Agreement, the CCD Power of Attorney, and the Power of Attorney; and

4.1.2. terminate the Security Custody Agreement and undertake all such actions and execute all such documents as may be necessary to give effect to termination of the Security Custody Agreement.

4.2. The Parties agree and undertake that the sale and purchase of the Second Tranche Sale CCDs will be effected through the Escrow Account on the First Tranche Completion Date. The Parties agree that on the Escrow Commencement Date, along with deposit of Inter-corporate Deposit, the Share Purchase Price, the First Tranche CCD Purchase Price, Completion Loan Disbursement in the First Tranche Escrow Account, the Purchaser shall also ensure the deposit of Second Tranche CCD Purchase Price in the First Tranche Escrow Account in accordance with the terms of the Purchase Agreement and the Escrow Agreement. Simultaneously with the deposit of the aforesaid amounts, the Sellers shall deposit (through the Seller Representative) the undated duly executed depository participant slips from the CCD Seller (in Agreed Form) in relation to transfer of the Second Tranche Sale CCDs, after including the details of the Purchaser Depository Accounts, along with the Seller Escrow Documents.

5. **Miscellaneous**

5.1. **Warranties**

5.1.1. In connection with the Transaction, each of the Warranting Parties (in its capacity as a Seller) solely with respect to itself, severally, represents and warrants to the Purchaser that each of the Sellers Representations and Warranties applicable to such Seller is true and accurate in all aspects on and as of the date of this Amendment Agreement.

5.1.2. Each of the Parties, for itself, warrants to the others that it has the power, capacity and authority to enter into this Amendment Agreement and to exercise rights and perform obligations hereunder and has taken all corporate and other actions required for the execution and performance of this Amendment Agreement, and this Amendment Agreement constitutes a valid and legally binding obligation of such Party, enforceable against it in accordance with the terms hereof.

5.2. **Conflict**

The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Purchase Agreement, and this Amendment Agreement and the Purchase Agreement shall be read as a whole and shall constitute the entire understanding between the Parties relating to the subject matter of the Purchase Agreement. In case of conflict between the provisions of this Amendment Agreement and the Purchase Agreement, the provisions of this Amendment Agreement shall prevail to the extent of such conflict.

5.3. **Binding**

Except to the extent modified or amended by this Amendment Agreement, all other terms and conditions of the Purchase Agreement shall continue to bind the Parties and none of the rights and obligations of any of the Parties shall, except for the modifications or amendments contained in this Amendment Agreement, be deemed to be altered or modified in any manner whatsoever.

5.4. **Costs**

Each Party shall pay its own costs and expenses in connection with this Amendment Agreement (including the fees and expenses of its advisors, accountants, and legal counsel). The stamp duty payable on this Amendment Agreement shall borne by the Purchaser.

5.5. **Termination**

This Amendment Agreement shall stand automatically terminated if the Purchase Agreement is terminated in accordance with its terms.

5.6. **Counterparts**

This Amendment Agreement may be executed and delivered (including by facsimile or email transmission of a portable document format (.pdf) files) in one or more counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Amendment Agreement, but all the counterparts shall together constitute one and the same instrument.

5.7. **Deemed Incorporation**

Clauses 10 (*Confidentiality*), 12 (*Governing Law, Jurisdiction and Dispute Resolution*), 13 (*Notices*), 15.1 (*Independent Rights*), 15.3 (*Severability*) and 15.4 (*Waiver and Amendment*), are deemed to be incorporated herein by way of reference and shall apply *mutatis mutandis* to this Amendment Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **DIWAKAR FINVEST PRIVATE LIMITED** acting in the capacity of a Key Seller

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023 and 18th August 2023

Signed and delivered for and on behalf of **SURAJ FINVEST PRIVATE LIMITED** acting in the capacity of a Key Seller

By: Manish Goenka

Authorised by way of board resolutions dated 17 February 2023 and 30 June 2023

Signed and delivered for and on behalf of **RADHESHYAM AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **ADITYA VARDHAN AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **HARSHA VARDHAN AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **MOHAN GOENKA**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **RAJKUMAR GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **SAROJ GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **INDU GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **ROHIN RAJ SUREKA**

By: Manish Goenka
Authorised by way of power of attorney dated 14 March 2023

Signed and delivered for and on behalf of **USHA AGARWAL**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **ASHISH GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **SANTOSH GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **RADHESHYAM GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **MANISH GOENKA**

By: Manish Goenka

Signed and delivered for and on behalf of **RASHMI GOENKA**

By: Manish Goenka
Authorised by way of power of attorney dated 13 March 2023

Signature page to the First Amendment Agreement among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited

Signed and delivered for and on behalf of **PRASHANT GOENKA**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **JYOTI GOENKA**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **RICHA AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **SASHWAT GOENKA**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **VIBHASH VARDHAN AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **SUSHIL KUMAR GOENKA HUF**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **MANSI AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **MOHAN GOENKA HUF**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **EMAMI ART PRIVATE LIMITED (formerly, Oriental Sales Agencies (India) Private Limited)**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **SMRITI AGARWAL**

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signed and delivered for and on behalf of **AVISHI SUREKA**

Manish Goenka

By: Manish Goenka

Authorised by way of power of attorney dated 4 August 2023

Signed and delivered for and on behalf of **SHOBHANA AGARWAL**

Manish Goenka

By: Manish Goenka

Authorised by way of power of attorney dated 13 March 2023

Signature page to the First Amendment Agreement among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **AMRI HOSPITALS LIMITED**

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By: Manish Goenka

Title: Authorised Signatory.

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **MIDKOT INVESTMENTS PRIVATE LIMITED** acting in the capacity of a Seller

Manish Goenka

By: Manish Goenka

Title: Authorised Signatory.

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **PREMIER FERRO ALLOYS & SECURITIES LIMITED**

Manish Goenka

By: Manish Goenka

Title: Authorised Signatory.

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **DEEVEE COMMERCIALS LIMITED**

Manish Goenka

By: Manish Goenka

Title: Authorised Signatory.

Signature page to the First Amendment Agreement among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **SURAJ FINVEST PRIVATE LIMITED**

By: Manish Goenka

Title: Authorised Signatory.

Signature page to the First Amendment Agreement among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **DIWAKAR FINVEST PRIVATE LIMITED**

Manish Goenka

By: Manish Goenka

Title: Authorised Signatory.

Signature page to the First Amendment Agreement among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **MIDKOT INVESTMENTS PRIVATE LIMITED**

Manish Goenka

By: Manish Goenka

Title: Authorised Signatory.

IN WITNESS WHEREOF the Parties hereto acting by themselves or through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

Signed and delivered for and on behalf of **MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED**

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By: Sameer Agarwal

Title: Chief Financial Officer

(Signature page to the First Amendment Agreement to the Purchase Agreement dated 16 March 2023 among Manipal Health Enterprises Private Limited, the Sellers, the Promoter Lenders and AMRI Hospitals Limited)

Annexure 1
SCHEDULE 1
PARTICULARS OF THE SELLERS AND PROMOTER LENDERS

PART A: PARTICULARS OF THE SELLERS

#	Names of the Sellers	PAN	Address
1.	Midkot Investments Private Limited	[redacted]	687 Emami Tower, Anandapur, EM Bypass, 2nd Floor, Kolkata-700107.
2.	Suraj Finvest Private Limited	[redacted]	687 Emami Tower, Anandapur, EM Bypass, 2nd Floor, Kolkata - 700107.
3.	Diwakar Finvest Private Limited	[redacted]	687 Emami Tower, Anandapur, EM Bypass, 2nd Floor, Kolkata - 700107.
4.	Radheshyam Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata - 700019.
5.	Aditya Vardhan Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata - 700019.
6.	Harsha Vardhan Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata - 700019.
7.	Mohan Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
8.	Rajkumar Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
9.	Ashish Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
10.	Saroj Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
11.	Santosh Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
12.	Indu Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
13.	Radheshyam Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
14.	Rohin Raj Sureka	[redacted]	Orbit Royale, 24A, Raja Santosh Road, 10th Floor, Alipore, Kolkata -700027.
15.	Avishi Sureka	[redacted]	Orbit Royale, 24A, Raja Santosh Road, 9th Floor, Alipore, Kolkata -700027.

#	Names of the Sellers	PAN	Address
16.	Manish Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
17.	Usha Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata-700019.
18.	Rashmi Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
19.	Prashant Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
20.	Jyoti Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
21.	Richa Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata-700019.
22.	Sashwat Goenka	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
23.	Vibhash Vardhan Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata-700019.
24.	Sushil Kumar Goenka HU[redacted]	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019.
25.	Mansi Agarwal	[redacted]	25A, Ballygunge Circular Road, Kolkata-700019.
26.	Mohan Goenka HUF	[redacted]	"Ekya" 1, Queens Park Near Birla Mandir, Ballygunge, Kolkata - 700019..
27.	Emami Art Private Limited (formerly, Oriental Sales Agencies (India) Private Limited)	[redacted]	Acropolis, 13th Floor, 1858/1,Rajdanga Main Road, Kasba, Kolkata-700107.
28.	Smriti Agarwal	[redacted]	10/1/B, Alipore Park Place, Kolkata-700027.
29.	Shobhana Agarwal	[redacted]	CF- 246, Sector-I, Salt Lake City, Bidhannagar (M), Kolkata-700064.

Annexure 2

SCHEDULE 2
SHAREHOLDING PATTERN OF THE COMPANY

PART B| SHAREHOLDING PATTERN OF THE COMPANY ON THE FIRST TRANCHE COMPLETION DATE

Shareholder	Equity Shares	CCDs	Folio No / Client ID No	Shareholding Percentage (Fully Diluted Basis)
Dipendra Mohan Sen	10	-	000001	0.00001%
Kanai Lal Mukherjee	10	-	000002	0.00001%
Dinomoni Banerjee	10	-	000003	0.00001%
Ramendra Nath Roy	10	-	000004	0.00001%
Phanindra Nath Chatterjee	10	-	000005	0.00001%
Chandi Charan Kar	10	-	000006	0.00001%
Indrani Sen	10	-	10059220	0.00001%
Soumendra Mohan Sen	10	-	000008	0.00001%
Dr. Gopal Ch. Agarwal	10,000	-	000072	0.00686%
Dr. Milan Chhetri	1,000	-	000073	0.00069%
Dr. Samir Kr. Ghosh	1,000	-	000074	0.00069%
Dr. Sankar Kr. Mitra	10,000	-	000075	0.00686%
Dr. Soumitra Banerjee	21,000	-	000076	0.01441%
Prof. M. K. Chhetri	1,000	-	000096	0.00069%
Atreyi Basu	1,000	-	34337963	0.00069%
Governor State of West Bengal	13,07,800	-	000082	0.89756%

Shareholder	Equity Shares	CCDs	Folio No / Client ID No	Shareholding Percentage (Fully Diluted Basis)
Purchaser and the Purchaser's nominee	5,71,12,194	240[1]	-	51.86746%
Midkot Investments Private Limited	47,62,502	760[2]	10195731	43.39164%
Suraj Finvest Private Limited	27,77,432	-	10057516	1.90620%
Diwakar Finvest Private Limited	22,71,708	-	10047328	1.55911%
Avishi Sureka	5,05,724	-	10129420	0.34709%
Total	**6,87,82,440**	**1,000**	**-**	**100.000%**

[1] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.
[2] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.

Annexure 3

SCHEDULE 2
SHAREHOLDING PATTERN OF THE COMPANY

PART C | SHAREHOLDING PATTERN OF THE COMPANY ON THE SECOND TRANCHE COMPLETION DATE

Shareholder	Equity Shares	CCDs	Folio No / Client ID No	Shareholding Percentage (Fully Diluted Basis)
Dipendra Mohan Sen	10	-	000001	0.00001%
Kanai Lal Mukherjee	10	-	000002	0.00001%
Dinomoni Banerjee	10	-	000003	0.00001%
Ramendra Nath Roy	10	-	000004	0.00001%
Phanindra Nath Chatterjee	10	-	000005	0.00001%
Chandi Charan Kar	10	-	000006	0.00001%
Indrani Sen	10	-	00000123	0.00001%
Soumendra Mohan Sen	10	-	000008	0.00001%
Dr. Gopal Ch. Agarwal	10,000	-	000072	0.00686%
Dr. Milan Chhetri	1,000	-	000073	0.00069%
Dr. Samir Kr. Ghosh	1,000	-	000074	0.00069%
Dr. Sankar Kr. Mitra	10,000	-	000075	0.00686%
Dr. Soumitra Banerjee	21,000	-	000076	0.01441%
Prof. M. K. Chhetri	1,000	-	000096	0.00069%
Atreyi Basu	1,000	-	34337963	0.00069%
Governor State of West Bengal	13,07,800	-	000082	0.89756%

Shareholder	Equity Shares	CCDs	Folio No / Client ID No	Shareholding Percentage (Fully Diluted Basis)
Purchaser and the Purchaser's nominee	5,71,12,194	850[3]	-	84.07150%
Midkot Investments Private Limited	47,62,502	150[4]	10195731	11.18761%
Suraj Finvest Private Limited	27,77,432	-	10057516	1.90620%
Diwakar Finvest Private Limited	22,71,708	-	10047328	1.55911%
Avishi Sureka	5,05,724	-	10129420	0.34709%
Total	**6,87,82,440**	**1,000**	**-**	**100%**

[3] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.
[4] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.

ANNEXURE 4

SCHEDULE 3
SALE SECURITIES

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Midkot Investments Private Limited	-	Number of First Tranche Sale CCDs: 240[5] Number of Second Tranche Sale CCDs: 610[6]	44.87447%	-	100%	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Midkot Investments Private Limited **Bank**: ICICI Bank Limited **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current Account **Account No.**: 000605027187 **IFSC Code**: ICIC0000006
Suraj Finvest Private Limited	1,11,61,168	-	7.66009%	19.54253%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-	**Name**: Suraj Finvest Private Limited **Bank**: ICICI Bank Limited **Bank Address**: 38,

[5] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.
[6] Each CCD is convertible into 76,923 (Seventy six thousand nine hundred and twenty three) Equity Shares.

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
						700069. **DP ID**: IN300693	Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current Account **Account No.**: 000605034907 **IFSC Code**: ICIC0000006
Diwakar Finvest Private Limited	1,43,03,622	-	9.81681%	25.04478%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Diwakar Finvest Private Limited **Bank**: ICICI Bank Limited **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current Account **Account No.**: 000605034897 **IFSC Code**: ICIC0000006
Radheshyam Agarwal	18,30,000	-	1.25596%	3.20422%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck	**Name**: Radheshyam Agarwal **Bank**:Kotak Mahindra Bank

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
						Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Saving Account **Account No.**: 03230020001345 **IFSC Code**: KKBK0000323
Aditya Vardhan Agarwal	5,03,315	-	0.34543%	0.88127%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Aditya Vardhan Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Saving Account **Account No.**: 03230010001583 **IFSC Code**: KKBK0000323

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Harsha Vardhan Agarwal	16,51,414	-	1.13339%	2.89153%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Harsha Vardhan Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Saving Account **Account No.**: 03230010001570 **IFSC Code**: KKBK0000323
Mohan Goenka	2,66,170	-	0.18268%	0.46605%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Mohan Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Saving Account **Account No.**: 03230020000271

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							IFSC Code: KKBK0000323
Rajkumar Goenka	30,70,120	-	2.10707%	5.37559%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-700069. **DP ID**: IN300693	**Name**: Rajkumar Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Acccount **Account No.**: 03230020000532 **IFSC Code**: KKBK0000323
Ashish Goenka	10,000	-	0.00686%	0.01751%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-700069. **DP ID**: IN300693	**Name**: Ashish Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							Account No.: 03230020000662 **IFSC Code**: KKBK0000323
Saroj Goenka	3,00,000	-	0.20589%	0.52528%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-700069. **DP ID**: IN300693	**Name**: Saroj Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020001084 **IFSC Code**: KKBK0000323
Santosh Goenka	30,68,452	-	2.10593%	5.37267%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-700069. **DP ID**: IN300693	**Name**: Santosh Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							Account Type: Savings Account **Account No.**: 03220020001482 **IFSC Code**: KKBK0000323
Indu Goenka	28,15,120	-	1.93206%	4.92910%		**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor, Kolkata-700069. **DP ID**: IN300693	**Name**: Indu Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020001071 **IFSC Code**: KKBK0000323
Radheshyam Goenka	16,50,000	-	1.13242%	2.88905%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1stFloor,Kolkata-	**Name**: Radheshyam Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road,

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
						700069. **DP ID**: IN300693	Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**:Savings Account **Account No.**: 03230020001119 **IFSC Code**: KKBK0000323
Rohin Raj Sureka	17,71,491	-	1.21580%	3.10177%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Rohin Raj Sureka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020001005 **IFSC Code**: KKBK0000323
Avishi Sureka	10,94,276	-	0.75102%	1.91601%	-	**Depository Participant Name**: Ortem Securities Limited	**Name**: Avishi Sureka **Bank**: Kotak Mahindra Bank

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
						Address: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.** 03230020000986 **IFSC Code**: KKBK0000323
Manish Goenka	3,60,248	-	0.24724%	0.63077%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Manish Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230010001541 **IFSC Code**: KKBK0000323

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Usha Agarwal	28,69,550	-	1.96942%	5.02441%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Usha Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000292 **IFSC Code**: KKBK0000323
Rashmi Goenka	12,73,950	-	0.87433%	2.23061%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Rashmi Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000407

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							IFSC Code: KKBK0000323
Prashant Goenka	15,000	-	0.01029%	0.02626%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata- 700069. **DP ID**: IN300693	**Name**: Prashant Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000410 **IFSC Code**: KKBK0000323
Jyoti Goenka	17,16,410	-	1.17800%	3.00533%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata- 700069. **DP ID**: IN300693	**Name**: Jyoti Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							Account No.: 03230120006233 **IFSC Code**: KKBK0000323
Richa Agarwal	5,65,600	-	0.38818%	0.99033%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Richa Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000700 **IFSC Code**: KKBK0000323
Sashwat Goenka	30,000	-	0.02059%	0.05253%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Saswat Goenka **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
							Account Type: Savings Account **Account No.**: 03230020000659 **IFSC Code**: KKBK0000323
Vibhash Vardhan Agarwal	12,90,000	-	0.88535%	2.25871%		**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Vibhash Vardhan Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2, Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000835 **IFSC Code**: KKBK0000323
Sushil Kumar Goenka HUF	2,70,000	-	0.18531%	0.47275%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-	**Name**: Sushil Kumar Goenka HUF **Bank**: Kotak Mahindra Bank **Bank Address**: 2,

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
						700069. **DP ID**: IN300693	Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000822 **IFSC Code**: KKBK0000323
Mansi Agarwal	7,07,500	-	0.48557%	1.23879%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Mansi Agarwal **Bank**: Kotak Mahindra Bank **Bank Address**: 2,Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**:03230020000713 **IFSC Code**: KKBK0000323

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Mohan Goenka HUF	5,40,000	-	0.37061%	0.94551%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Mohan Goenka HUF **Bank**: Kotak Mahindra Bank **Bank Address**: 2,Brabourne Road, Rabindra Sarani, Kolkata, West Bengal 700001 **Account Type**: Savings Account **Account No.**: 03230020000670 **IFSC Code**: KKBK0000323
Emami Art Private Limited (formerly, Oriental Sales Agencies (India) Private Limited)	39,72,120	-	2.72613%	6.95494%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Emami Art Private Limited **Bank**: ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**: 000605023363 **IFSC Code**: ICIC0000006

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Smriti Agarwal	3,334	-	0.00229%	0.00584%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Smriti Agarwal **Bank**: The Federal Bank Ltd **Bank Address**: 514, Diamond Harbour Road, Behala, Kolkata - 700034 **Account Type**: Savings **Account No.**: 13140100136760 **IFSC Code**: FDRL0001314
Shobhana Agarwal	3,334	-	0.00229%	0.00584%	-	**Depository Participant Name**: Ortem Securities Limited **Address**: 59, Bentinck Street, 1st Floor, Kolkata-700069. **DP ID**: IN300693	**Name**: Shobhana Agarwal **Bank**: State Bank of India **Bank Address**: CF- 351, Sector I, Salt Lake City, Bidhannagar, Kolkata - 700064 **Account Type**: Savings **Account No.**: 20171759020 **IFSC Code**: SBIN0012360

Name of the Sellers	Number of Sale Shares	Number of Sale CCDs	Percentage of Shareholding (Fully Diluted Basis)	Pro-rata Interest in Sale Shares	Pro-rata Interest in Sale CCDs	Details of Demat Account	Sellers Designated Bank Accounts
Total	**5,71,12,194**	**850**	**84.07150%**	**100%**	**100%**	-	-

Annexure 5

SCHEDULE 4
DETAILS OF PROMOTER LOANS

Names of the Promoter Lenders	Principal Amount (in INR)	Interest Rate (in %)	Pre-payment penalties or other costs, if applicable (in INR)	Encumbrance	Outstanding Amount as on Execution Date (in INR)	Bank account details for repayment
Suraj Finvest Private Limited	2,95,17,00,000	11.00%	Nil	Nil	3,01,99,05,094	**Name**: Suraj Finvest Private Limited **Bank**: ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**:000605034907 **IFSC Code**: ICIC0000006
Diwakar Finvest Private Limited	4,77,96,00,000	11.00%	Nil	Nil	4,87,27,82,579	**Name**: Diwakar Finvest Private Limited **Bank:** ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**: 000605034897 **IFSC Code**: ICIC0000006
Midkot Investments Private Limited	1,04,60,00,000	12.00%	Nil	Nil	1,08,77,13,446	**Name**: Midkot Investments Private Limited **Bank**: ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**: 000605027187 **IFSC Code**: ICIC0000006

Names of the Promoter Lenders	Principal Amount (in INR)	Interest Rate (in %)	Pre-payment penalties or other costs, if applicable (in INR)	Encumbrance	Outstanding Amount as on Execution Date (in INR)	Bank account details for repayment
Premier Ferro Alloys Securities Limited	10,30,00,000	11.00%	Nil	Nil	10,53,44,545	**Name**: Premier Ferro Alloys Securities Limited **Bank**: ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**: 000605020782 **IFSC Code**: ICIC0000006
Devee Commercial Limited	10,00,00,000	11.00%	Nil	Nil	10,23,03,634	**Name**: Devee Commercial Limited **Bank**: ICICI Bank **Bank Address**: 38, Hemanta Basu Sarani, PS Hare Street, Kolkata-700001 **Account Type**: Current **Account No.**: 000605026791 **IFSC Code**: ICIC0000006

ANNEXURE 6

FORM OF DEED OF ADHERENCE

THIS DEED OF ADHERENCE ("**Deed**") is made on the __ day of______________,

BETWEEN:

(1) **MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED**, a company incorporated under the laws of India, holding PAN AAGCM5933R and having its registered office at the Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka – 560017, India (hereinafter referred to as the "**Purchaser**");

AND

(2) [•] <*Insert name and address of affiliate* > (hereinafter referred to as **"Permitted Affiliate"**).

WHEREAS:

(A) On [*insert date*], the Company, the Purchaser, the Sellers and the Promoter Lenders, entered into a purchase agreement (as may be amended from time to time pursuant to its terms, the "**Purchase Agreement**") to which a form of this Deed is attached as **Schedule 25** (*Deed of Adherence*).

(B) The Purchaser intends to assign/transfer its rights under the Purchase Agreement to the Permitted Affiliate, and in accordance with the relevant provisions of the Purchase Agreement, the Purchaser and the Permitted Affiliate have agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. Interpretation

Unless the subject or context otherwise requires, this Deed shall be interpreted in accordance with Clause 1 (*Interpretation*) of the Purchase Agreement.

2. Definitions

In this Deed, except as the context may otherwise require, all words and expressions defined in the Purchase Agreement shall have the same meanings when used herein.

3. Covenant

3.1 The Permitted Affiliate hereby acknowledges that it has received a copy of and has read and understands the terms and conditions set out under the Purchase Agreement and agrees to be bound by and comply with the terms thereof as if it was an original Party thereto, including with respect to the rights and obligations of the Parties contained therein.

3.2 With effect from the date of this Deed and pursuant to the assignment by the Purchaser of its rights under the Purchase Agreement, the Permitted Affiliate shall be entitled to all rights and benefits available to the Purchaser under the Purchase Agreement.

4. Notices

4.1 The address and facsimile number designated by the Permitted Affiliate for the purposes of Clause 13 (*Notices*) of the Purchase Agreement are:

Address: <*please insert*>

Email: <*please insert*>

For the attention of: <*please insert*>

5. General Provision

5.1 The provisions of Clause 12 (*Governing Law and Dispute Resolution*) of the Purchase Agreement are incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to “this Agreement” are references to this Deed.

5.2 This Deed will be effective from <To specify date of transfer/assignment>.

IN WITNESS WHEREOF this Deed of Adherence has been executed as a deed on the date first above written.

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED

By: ____________________________

Name:

Title:

[Name of Permitted Affiliate]

By: ____________________________

Name:

Title:

Annexure 7

(*To be annexed separately*)

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

N 270980

This stamp paper forms an integral part of the deed of adherence dated 4th August 2023 executed between Rohin Raj Sureka and Avishi Sureka.

Avishi Sureka

Rohin

This **DEED OF ADHERENCE** ("**Deed**") is made on the 4th day of August 2023,

BETWEEN:

(1) **ROHIN RAJ SUREKA**, an Indian resident individual, residing at Orbit Royale, 24A, Raja Santosh Road, 9th Floor, Alipore, Kolkata-700027 and holding permanent account number BNGPS4898L ("**Transferor**");

AND

(2) **AVISHI SUREKA**, an Indian resident individual, residing at Orbit Royale, 24A, Raja Santosh Road, 9th Floor, Alipore, Kolkata-700027 and holding permanent account number BNGPS4897F ("**New Party**")

(the Transferor and the New Party are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**", as the context may require),

in favour of and for the benefit of each and all of the parties to the Purchase Agreement (as defined hereunder) (together, the "**Beneficiaries**").

WHEREAS:

(A) The Transferor and the Purchaser are parties to a purchase agreement dated 16 March 2023 in terms of which the Transferor, together with certain other shareholders of the Company, have agreed to sell the Equity Shares held by them in AMRI Hospitals Limited (the "**Company**") to the Purchaser, on and subject to the terms contained therein ("**Purchase Agreement**").

(B) Subsequent to the execution of the Purchase Agreement, on 20 June 2023, the Transferor transferred 16,00,000 Equity Shares to the New Party. Pursuant to such share transfer and as of the date of this Deed, the Transferor holds 17,71,491 Equity Shares and the New Party holds 16,00,000 Equity Shares in the Company.

(C) Under the terms of the Purchase Agreement, the New Party is required to execute this Deed.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this Deed, capitalised words and expressions shall have the meanings given in the Purchase Agreement unless otherwise provided herein.

2. COVENANT

2.1 The New Party hereby covenants and agrees with each of the Beneficiaries that as from the date of this Deed, it will observe and discharge all the terms and conditions of the Purchase Agreement which are applicable to it as if it had been originally named in the Purchase Agreement as a 'Seller' and as a 'Rollover Shareholder', and the Purchase Agreement shall be construed accordingly.

2.2 The New Party hereby confirms that it has received a copy of and has read and understood the terms and conditions set out under the Purchase Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party hereby represents and warrants to the other Party that:

(a) it has the legal right and full power and authority to enter into and perform this Deed;

(b) this Deed, once executed, will constitute legal, valid and binding obligations of such party, enforceable against it in accordance with its terms; and

(c) the execution and delivery of this Deed by such Party, and the performance of the obligations of such Party under this Deed, does not and will not conflict with, and is not likely to result in: (i) a breach of any condition or provision of any agreement or instrument to which it is a party or by which it or any of its assets or properties is bound; or (ii) breach of any Laws, or any decree, order, judgment or award binding upon it or any of its assets or properties.

4. GENERAL PROVISION

4.1 The provisions of Clause 12 (*Governing Law and Dispute Resolution*) of the Purchase Agreement are incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to "this Agreement" are references to this Deed.

[*Signature pages follow*]

IN WITNESS WHEREOF, each Party has executed this Deed (or caused this Deed to be executed by its duly authorised signatory) on the date first written above.

SIGNED for and on behalf of)
Avishi Sureka)
DILIP KUMAR YADAV)
687, ANANDAPUR, E.M. BYPASS,)
KOLKATA - 700107

....

SIGNED for and on behalf of)
Rohin Raj Sureka)
SHREYA ROUTH)
687, ANANDAPUR, EM BYPASS,)
KOLKATA - 700107

....