

தமிழ்நாடு TAMILNADU

01 JUL 2024

AV 049662

Dr. Agarwal's Health Care Limited
Chennai

R. RAGUPATHI
STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI-600 034
MOBILE: 9445114347

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED APRIL 12, 2022 EXECUTED ON THE 26TH DAY OF AUGUST, 2024




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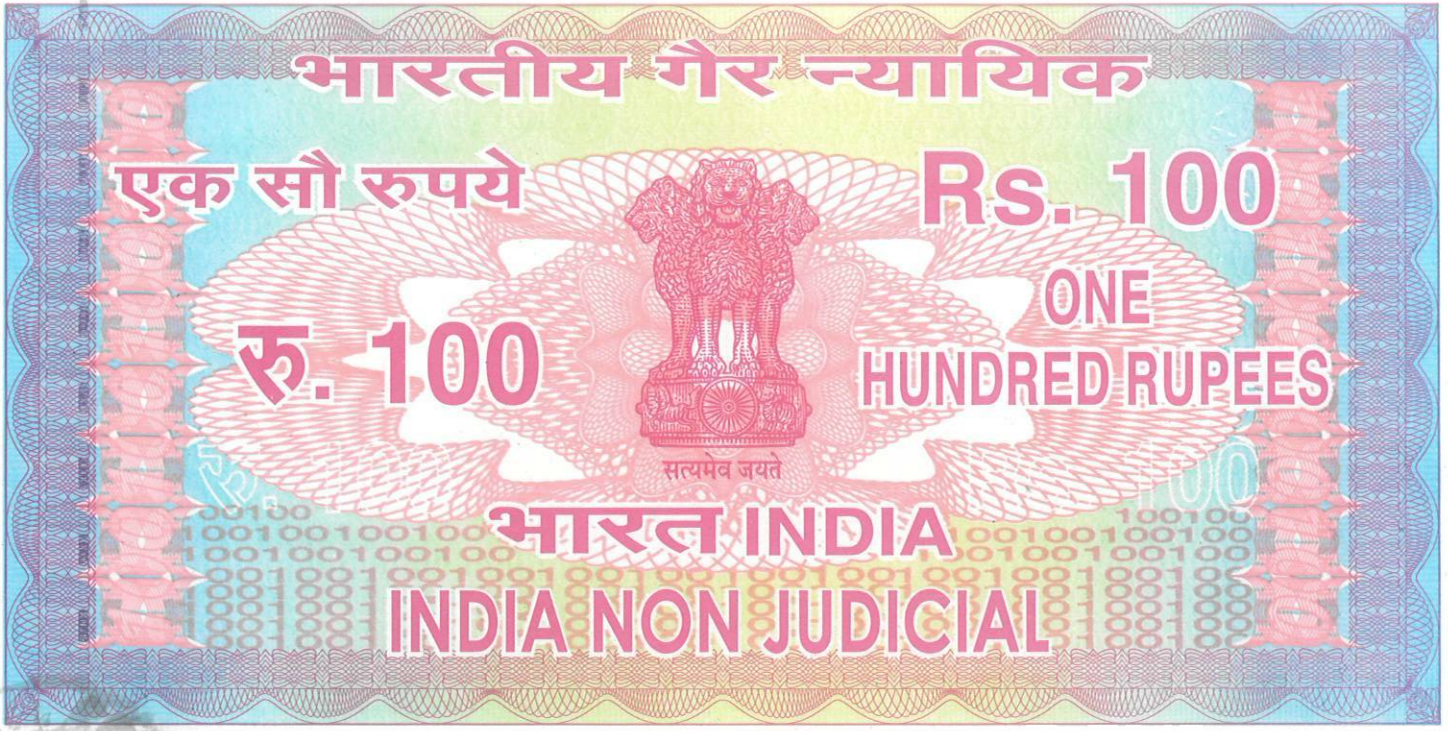
10 MAY 2024

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**SECOND AMENDMENT AGREEMENT TO THE
SHAREHOLDERS' AGREEMENT DATED APRIL 12, 2022**
(as amended by the amendment agreement dated July 27, 2023)

DATED AUGUST 26, 2024

AMONGST

DR. AGARWAL'S HEALTH CARE LIMITED

AND

THE PERSONS LISTED IN PART A OF SCHEDULE 1

AND

CLAYMORE INVESTMENTS (MAURITIUS) PTE. LTD.

AND

ARVON INVESTMENTS PTE. LTD.

AND

HYPERION INVESTMENTS PTE. LTD.

AND

THE PERSONS LISTED IN PART B OF SCHEDULE 1

THIS SECOND AMENDMENT AGREEMENT (the “**Amendment Agreement**” or “**Agreement**”) to the Shareholders’ Agreement dated April 12, 2022, as amended by the amendment agreement dated July 17, 2023 (“**Shareholders’ Agreement**”), is executed on this 26th day of August, 2024 (hereinafter the “**Execution Date**”), by and among:

DR. AGARWAL’S HEALTH CARE LIMITED, a public limited company incorporated in India under the provisions of the (Indian) Companies Act, 1956, and whose registered office is at 1st Floor, Buhari Towers, No. 4, Moores Road, off Greams Road, Near Asan Memorial School, Chennai – 600006, Tamil Nadu (hereinafter referred to as the “**Company**”, which expression means and includes its successors and permitted assigns);

AND

THE PERSONS LISTED IN PART A SCHEDULE 1 HERETO (hereinafter collectively referred to as the “**Promoters**” and individually as a “**Promoter**”, which expression means and includes their successors, legal heirs, administrators, executors and permitted assigns);

AND

CLAYMORE INVESTMENTS (MAURITIUS) PTE. LTD., a company incorporated under the laws of Mauritius having its registered office at Les Cascades, 5th Floor, Edith Cavell, Port Louis – 11324, Mauritius (hereinafter referred to as “**Claymore**”, which expression means and includes its successors and permitted assigns);

AND

ARVON INVESTMENTS PTE. LTD., a company incorporated under the laws of Singapore having its registered office at 60B Orchard Road, #06-18 The Atrium @ Orchard, Singapore – 238891 (hereinafter referred to as “**Arvon**”, which expression means and includes its successors and permitted assigns); and

AND

HYPERION INVESTMENTS PTE. LTD., a company incorporated under the laws of Singapore having its registered office at 83 Clemenceau Avenue, #11-01 UE Square, Singapore 239920 (hereinafter referred to as “**Hyperion**”, which expression means and includes its successors and permitted assigns).

AND

THE PERSONS IDENTIFIED IN PART B SCHEDULE 1 HERETO (hereinafter referred to as the “**Other Shareholders**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include each of their heirs, executors, administrators, successors and permitted assigns) of the **LAST PART**;

Claymore and Arvon are hereinafter collectively referred to as “**Temasek**”.

Temasek and Hyperion are hereinafter collectively referred to as the “**Investors**” and individually as an “**Investor**”.

The Company, each of the Promoters, Investors and Other Shareholders are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Parties had entered into the Shareholders' Agreement to record their mutual understanding with respect to, *inter alia*, their inter se rights and obligations by virtue of their respective shareholding in the Company, the management of the Company and certain other matters in connection therewith.
- B. The Parties acknowledge that the Company is proposing, subject to receipt of necessary approvals, market conditions and the provisions of the Shareholders' Agreement, to undertake an initial public offering of its equity shares ("**Equity Shares**") in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, ("**SEBI ICDR Regulations**"), the Companies Act, 2013, and rules notified thereunder, each as amended and other Applicable Law. The initial public offering will comprise primary issue of Equity Shares by the Company ("**Fresh Issue**") and an offer for sale by all or some of the existing shareholders of the Company ("**Selling Shareholders**"), such offer for sale, the "**Offer for Sale**". The Fresh Issue along with the Offer for Sale shall collectively be referred to as the "**IPO**". Pursuant to the terms and conditions of the IPO and subject to receipt of relevant regulatory approvals, the Equity Shares are proposed to be listed on BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**", and together with BSE, the "**Stock Exchanges**"). The IPO may include a reservation of certain Equity Shares for subscription by eligible employees in terms of the SEBI ICDR Regulations. The Company may, subject to necessary consents and approvals in terms of the Shareholders' Agreement and in consultation with the book running lead managers, consider an issue of specified securities, as may be permitted under SEBI ICDR Regulations and Applicable Law, at its discretion, prior to filing of the red herring prospectus with the RoC ("**Pre-IPO Placement**"). If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue.
- C. The Selling Shareholders shall provide consent to participate in the IPO by way of the Offer for Sale of their respective portion of Equity Shares as determined by such Selling Shareholder as per the offer agreement (including any amendments thereof) to be entered into amongst the Company, the Selling Shareholders who choose to participate in the IPO by offering the equity shares held by them for sale in the IPO and the book running lead managers, for the purposes of the IPO ("**Offer Agreement**").
- D. In order to facilitate the IPO, and as required under Applicable Law, the Parties have decided to (i) waive and amend certain terms of the Shareholders' Agreement; (ii) provide their respective consent and / or waiver to certain actions under the terms of the Shareholders' Agreement; and (iii) terminate the Shareholders' Agreement, in each case in the manner set out in this Amendment Agreement.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, capitalized terms used in any part of this Amendment Agreement, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meanings as ascribed to such respective terms in the Shareholders' Agreement.
- 1.2 The Parties also understand and agree that, except to the extent as amended or modified

pursuant to this Amendment Agreement, all rights and obligations of the Parties under the Shareholders' Agreement shall remain as currently provided for under the Shareholders' Agreement.

- 1.3 For the purposes of this Agreement and the Shareholders' Agreement and any actions and transactions contemplated hereunder, the phrase '*consummation of the IPO*' as referred to in this Agreement and the Shareholders' Agreement shall mean the date of receipt of final listing and trading approvals from the Stock Exchanges for the listing and trading of the Equity Shares of the Company pursuant to the IPO.

2. AMENDMENTS

- 2.1 Clause 4.1.1 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"4.1.1 The Board shall at all times comprise a maximum of 15 (fifteen) Directors and shall be constituted in compliance with Applicable Law including the Companies Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, of whom:

- (i) *Temasek shall be entitled to nominate and maintain in office 1 (One) Director ("Temasek Director");*
- (ii) *Hyperion shall be entitled to nominate and maintain in office 1 (One) Director ("Hyperion Director");*
- (iii) *the Promoters shall be entitled to nominate and maintain in office 3 (Three) Directors ("Promoter Directors"); and*
- (iv) ***5 (Five) Directors***, who qualify as an 'independent director' in terms of the Act, shall be appointed as independent directors by the Board, out of which each Investor shall have the right to recommend 1 (One) such independent director, and the Promoters shall (collectively) be entitled to recommend 1 (One) Independent Director (collectively, "**Independent Directors**"). For the avoidance of doubt, it is clarified and confirmed that the Temasek Director and the Hyperion Director shall not be construed or counted by the Company as an Independent Director for the purpose of this Agreement and that the Independent Directors recommended by the relevant Party shall not be construed to be a nominee of, or a Director controlled by, the relevant recommending Party.

Without prejudice to the above, the Parties agree to exercise all powers and rights available to them so as to fix the number of Directors in accordance with this Clause 4.1.1.

The Parties agree that such number of Directors that are required to be liable to retire by rotation shall be liable to retire by rotation in accordance with Applicable Law including the Companies Act."

- 2.2 Clause 4.1.9 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"4.1.9 The Company shall and subject to there being no direction, order or communication to the contrary from the Securities and Exchange Board of India, the Stock Exchanges or any other regulatory authority, indemnify its Directors, including Temasek Director, Hyperion Director, all alternate Directors, and each Observer appointed by an Investor (to the extent applicable), to the fullest extent permissible under Applicable Law against:

- (i) *any act, omission or conduct of or by the Company, the Promoters or their employees or agents as a result of which, in whole or in part, any Director and, or, Observer is made a party to, or otherwise incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct;*
- (ii) *any action or failure to act undertaken by a Director at the request of or with the consent of the Company or any of the Promoters or any actions taken by the Board or the Company to which the relevant Director has cast a dissenting vote or has abstained from voting; or*
- (iii) *notwithstanding the foregoing, contravention of any Applicable Law by the Company including, without limiting the generality of the foregoing, the Act, FDI Regulations, Applicable Law relating to provident fund, gratuity, labour, environment and pollution; and any action or proceedings taken against a Director and/or Observer in connection with any such contravention or alleged contravention”*

It is clarified that the termination of this Agreement, for any reason whatsoever, shall not affect the indemnification obligations of the Company in this regard till the receipt of listing and trading approvals for commencement of trading of the Equity Shares in the IPO. It is further clarified that the obligation of the Company to indemnify the Directors shall not apply to the extent of the confirmations and information provided by any of the Directors in relation to the IPO in the offer documents.

2.3 Clause 4.5 of the Shareholders’ Agreement shall stand deleted in its entirety.

2.4 Clause 5.1 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

*“Notwithstanding anything to the contrary contained in this Agreement, no action or decision relating to any of the matters set forth in **Part A of Schedule 5 (“Reserved Matters”)** shall be taken, directly or indirectly, by the Company or any of the Agarwal Group Members, whether at any meeting of the respective board of directors (or a meeting of any committee thereof) or by way of circulation or at a general meeting, or otherwise, without: (a) Temasek’s Consent, and (b) Hyperion’s Consent.”*

2.5 Clause 5.2 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following :

“Temasek and Hyperion shall each be entitled to respond to a request for its respective consent in respect of any Reserved Matter, within 15 (Fifteen) days of receipt of such request by Temasek or Hyperion, as the case may be, in accordance with the provisions of Clause 17. If Temasek or Hyperion (as the case may be) do not respond within the aforesaid period, then it shall be deemed to have rejected such request. The Company shall: (i) give notice to the Investors in accordance with Clause 17 to each of the addresses and email addresses mentioned therein; and (ii) shall within 3 (Three) days of first notice, re-send the notice to the Investors in the same manner as mentioned above. It is clarified and confirmed, for the avoidance of doubt, that the rights of Temasek and Hyperion in this Clause 5.2 are independent of each other.”

2.6 Clause 9.1 of the Shareholders’ Agreement shall stand deleted in its entirety. It is further clarified that all references to clause 9.1 in the Shareholders’ Agreement shall be inoperative.

2.7 Clause 9.2.1 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

2.8 “9.2.1 The Company and the Promoters shall use their best efforts to undertake an initial public offer involving the shares of the Company upon the earlier of any of the following dates, in terms of this Clause 9.2:

- (i) 12 months from the date of filing of the DRHP by the Company with SEBI in relation to the IPO, if such IPO has not been consummated by then; or
- (ii) the date on which the Board and/or IPO Committee decides not to undertake the IPO or decides to withdraw the IPO or any offer document filed with any regulator/ authorities in respect of a IPO, including any draft offer document filed with SEBI; or
- (iii) such other date as may be mutually agreed to in writing among the Parties.

2.9 Clause 9.2.3 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“9.2.3 The timing, process, valuation, scheme/ number of Equity Shares to be offered in an IPO and the terms thereof shall be evaluated and advised by a Merchant Banker and vetted by Legal Counsel(s) who will be appointed by the Company with prior written the consent of each Investor.”

2.10 Clause 9.2.6 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“All fees and expenses in relation to the IPO will be borne by the Company and the Shareholders offering their respective Equity Shares in the IPO, in accordance with Applicable Law and in such manner as may be agreed under the offer agreement entered into amongst the Company, the shareholders who choose to participate in the IPO by offering the equity shares held by them for sale in the IPO and the book running lead managers, appointed solely for the purposes of the IPO.”

2.11 Clause 9.3.2 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“9.3.2 The Company and the Promoters shall do all things necessary or advisable to facilitate, support and complete the Liquidity Event in accordance with Applicable Law. The Investor shall not, upon listing or sale of the Equity Shares held by such Investor, be required to give any warranties or indemnities to any underwriter, broker, recognised stock exchange, any Government Authority or any other Person except customary warranties in relation to the title to their Equity Shares. Notwithstanding the foregoing, subject to the provisions of Applicable Law, the Parties agree that for the purposes of the IPO, the Investors who propose to offer their shares in the offer for sale in the IPO shall provide certain warranties and indemnities as are customary in an IPO in relation to their selling shareholder entity and their respective offered shares, to the book running lead managers, underwriter, broker, stock exchange, any Governmental Authority or regulator or any other Person, as required under Applicable Law. The Investors shall not be required to provide any information in connection with any Liquidity Event other than as required by any Government Authority, in relation to the Equity Shares being offered for sale by such Investor, or minimum information to be provided by the Investors in their capacity as Shareholders, for inclusion into the prospectus.”

2.12 Clause 9.3.5 of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“9.3.5 The Company agrees to indemnify and hold harmless the Investors, and each of their

officers, directors, employees, consultants and legal advisers, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on: (i) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering document relating to a Liquidity Event (excluding any information provided to the Company by the Investors, its officers, directors, employees, consultants or legal advisers); (ii) any failure to state a material fact necessary to make the statements therein not misleading; and (iii) any violation of Applicable Law (including but not limited to, the SEBI Regulations), **subject to Applicable law and there being no direction, order or communication to the contrary from the Securities and Exchange Board of India, the Stock Exchanges or any other regulatory authority.**

It is clarified that the termination of this Agreement, for any reason whatsoever, shall not affect the indemnification obligations of the Company in this regard till the receipt of listing and trading approvals for commencement of trading of the Equity Shares in the IPO. It is further clarified that the obligation of the Company to indemnify the Investors shall not apply to the extent of the confirmations and information provided by the Investors in relation to the IPO in the offer documents.

- 2.13 Clause 9.3.6 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"9.3.6 The Investors shall have preference over the other Shareholders to exit, during any of the Liquidity Events specified in this Agreement, subject to Applicable Law. Notwithstanding the foregoing, the offer for sale in the IPO will be subject to Applicable Law and to such terms as may be agreed by the Investors under the offer agreement that will be executed by the Company, lead managers appointed for the IPO and the selling shareholders and/or disclosed in the offer documents prepared / issued by the Company in relation to the IPO. In case a Liquidity Event cannot provide an exit / liquidity to all the Equity Securities held by the Investors as on such date, the Investors shall exercise their rights in proportion to their respective shareholding in the Company on a Fully Diluted Basis. The other Parties shall support and do all acts and deeds reasonably required effectuating such liquidity including completing all compliances and necessary regulatory and legal formalities to achieve the listing of the Equity Shares of the Company."

- 2.14 Under Clause 15 of the Shareholders' Agreement the following new sub-clause shall be inserted as Clause 15.7, from the date of execution of this Amendment Agreement:

"Subject to Clause 15.5, the Agreement along with any amendments thereof, shall automatically terminate in its entirety, upon earlier of any of the following dates (i) on the date of listing of the Equity Securities in connection with the IPO; or (ii) such other date as may be mutually agreed to in writing among the Parties without any further act or deed required on the part of any Party and without prejudice to any existing or accrued rights or liabilities of any Party under the Agreement as of the date of such termination."

- 2.15 Definition of 'SEBI Regulations' in Schedule 3 Part A of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"SEBI Regulations" means the SEBI Act, 1992 and all rules and regulations issued thereunder from time to time, including the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, the SEBI (Prohibition of Insider Trading) Regulations, 2015, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and SEBI master circular bearing number SEBI/HO/CFD/PoD- 2/P/CIR/2023/00094 dated June 21, 2023, as amended from time to time"

2.16 Definition of “Resultant Listco” wherever used in the Shareholders’ Agreement shall stand deleted in its entirety. It is further clarified that all references to “Resultant Listco” in the Shareholders’ Agreement shall be inoperative.

2.17 Definition of ‘Company’ in Schedule 3 Part A of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“**Company**” has the meaning ascribed to the term in the Preamble.”

2.18 Definition of “Merger” wherever used in the Shareholders’ Agreement shall stand deleted in its entirety. It is further clarified that all references to “Merger” in the Shareholders’ Agreement shall be inoperative.

2.19 Definition of “Qualified Merger” wherever used in the Shareholders’ Agreement shall stand deleted in its entirety. It is further clarified that all references to “Qualified Merger” in the Shareholders’ Agreement shall be inoperative.

2.20 Definition of ‘Group Entities’ in Schedule 3 Part A of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“**Group Entities**” means and include each of the Company, AEHL, Orbit and their respective domestic and offshore subsidiaries and joint ventures”

2.21 Schedule 1 shall be substituted with the following:

Part A

Details of the Promoters

S. No.	Name of Promoter	Permanent Account Number/ Passport Number	Address
1.	<i>Dr. Amar Agarwal</i>	<i>PAN – AADPA4514G</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
2.	<i>Dr. Athiya Agarwal</i>	<i>PAN – AACPA7992F</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
3.	<i>Dr. Adil Agarwal</i>	<i>PAN – AEHPA3177M</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
4.	<i>Dr. Anosh Agarwal</i>	<i>PAN – AEUPA1650G</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
5.	<i>Dr. Ashvin Agarwal</i>	<i>PAN – AJYPA1205E</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
6.	<i>Dr. Ashar Agarwal</i>	<i>PAN – AJYPA1124E</i>	<i>19, Cathedral Road, Gopalapuram, Chennai- 600 086</i>
7.	<i>Dr. Agarwal’s Eye Institute</i>	<i>PAN – AAAFD2319M</i>	<i>No.19, Cathedral Road Chennai – 600 086, Tamil Naidu, India.</i>
8.	<i>Dr. Agarwal’s Eye Institute Private Limited</i>	<i>PAN – AAACD2372H</i>	<i>No.19, Cathedral Road Chennai – 600 086, Tamil Naidu, India.</i>
9.	<i>Dr. Amar Agarwal Family Trust</i>	<i>PAN – AAETD7895A</i>	<i>Old No: 13, New No: 25, Poes Garden, Teynampet, Gopalapuram, Chennai – 600086</i>
10.	<i>Dr. Adil Agarwal Family Trust</i>	<i>PAN – AAETD7890F</i>	<i>19, Cathedral Road, Gopalapuram, Chennai – 600086</i>
11.	<i>Dr. Anosh Agarwal Family Trust</i>	<i>PAN – AAETD7893G</i>	<i>19, Cathedral Road, Gopalapuram, Chennai – 600086</i>

S. No.	Name of Promoter	Permanent Account Number/ Passport Number	Address
12.	Dr. Ashvin Agarwal Family Trust	PAN – AAETD7892H	17/10, Visal House, Crescent St, Off ABM Avenue, Boat Club, Raja Annamalaipuram, Chennai – 600028
13.	Dr. Ashar Agarwal Family Trust	PAN – AAETD7891E	19, Cathedral Road, Gopalapuram, Chennai – 600086

Part B

Details of the Other Shareholders

S. No.	Name of Other Shareholder	Permanent Account Number/ Passport Number	Address
1.	Mrs. Farah Agarwal	PAN – AMGPA8459H	19, Cathedral Road, Gopalapuram, Chennai- 600 086
2.	Mrs. Urmila Agarwal	Passport Number – Z3361723	19, Cathedral Road, Gopalapuram, Chennai- 600 086

- 2.22** Clause 6 of Schedule 2 Terms of Series D CCPS – Part A – Terms of Series D1 CCPS of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“6. Terms of Conversion:

(a) The Series D1 CCPS will become eligible for conversion into one Equity Share of INR 10.00 each for every one Series D1 CCPS, upon such Series D1 CCPS being made fully paid-up.

(b) The Equity Shares issued and allotted to the holders of the Series D1 CCPS, on conversion, will carry, from the date of conversion, all rights ranking pari passu with the equity shares existing as on date.”

- 2.23** Clause 6 of Schedule 2 Terms of Series D CCPS – Part B – Terms of Series D1 CCPS of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

“6. Terms of Conversion:

(a) The Series D2 CCPS will become eligible for conversion into one Equity Share of INR 10.00 each for every one Series D2 CCPS, upon such Series D2 CCPS being made fully paid-up.

(b) The Equity Shares issued and allotted to the holders of the Series D2 CCPS, on conversion, will carry, from the date of conversion, all rights ranking pari passu with the equity shares existing as on date.”

- 2.16** Schedule 5 – Part B PQM Reserved Matters of the Shareholders’ Agreement shall stand deleted in its entirety. It is further clarified that all references to Schedule 5 – Part B PQM Reserved Matters in the Shareholders’ Agreement shall be inoperative.

3. WAIVER OF RIGHTS

I. Waivers from the Effective Date

3.1 Waivers from Parties from the Effective Date

Strictly for the limited purpose of and solely to the extent that they relate to facilitating the IPO, the relevant Parties hereby agree to waive from the Effective Date until the Long Stop Date (*defined hereinafter*), which waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of the Shareholders' Agreement, their respective rights and the corresponding obligations of the Company and other Parties, as applicable, under the following provisions of the Shareholders' Agreement and the corresponding provisions of the Articles of Association solely to the extent that they relate to the IPO, as provided below:

- a) Clause 4.1.1 (iv) of the Shareholders' Agreement, in respect of the right of each Investor to recommend one independent director and the Promoters (collectively) to recommend one independent director.
- b) Clause 4.4 (*Committees*) of the Shareholders' Agreement in respect of constitution of the committees of the Company shall be in accordance with the requirements under Applicable Law, including the Companies Act, and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from Effective Date;
- c) Clause 8.2 (*Transfers by Investors*) of the Shareholders' Agreement in respect of and to the extent of transfers by the Investors solely pursuant to the offer for sale in the IPO;
- d) Clause 8.3 (*Standstill obligation of Hyperion and Temasek*) of the Shareholders' Agreement;
- e) Clause 8.4 (*Transfers by Promoters*) of the Shareholders' Agreement, in respect of and to the extent of transfers by the Promoters solely pursuant to the offer for sale in the IPO;
- f) Clause 8.5 (*Right of First Offer*) of the Shareholders' Agreement, in respect of and to the extent of transfers by the Promoters solely pursuant to the offer for sale in the IPO;
- g) Clause 8.6 (*Tag along right of the Investors*) of the Shareholders' Agreement, in respect of and to the extent of transfers by the Promoters solely pursuant to the offer for sale in the IPO;
- h) Clause 8.7 (*Tag along right of the Promoters*) of the Shareholders' Agreement;
- i) Clause 8.8 (*Further Infusion of Capital and Pre-emptive Rights*) of the Shareholders' Agreement in respect of and to the extent of offer of Equity Shares pursuant to any Pre-IPO Placement undertaken by the Company as disclosed in the offer documents in connection with the IPO (which, if undertaken, will be reduced from the Fresh Issue). Provided however that any Pre-IPO Placement undertaken by the Company, shall be on the condition that the allottees therein shall not transfer the Equity Shares allotted under the said the Pre-IPO Placement until the consummation of the IPO; and
- j) Clause 13.13.1 (*Agarwal Group Members*) of the Shareholders' Agreement.

Waivers from the RHP

3.2 Waivers from Parties from the RHP (defined below)

Strictly for the limited purpose of and solely to the extent that they relate to facilitating the IPO,

the relevant Parties hereby agree to waive with effect from the date of filing the red herring prospectus (“**RHP**”) by the Company with the relevant registrar of companies in relation to the IPO until the Long Stop Date (*defined hereinafter*), which waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of the Shareholders’ Agreement, their respective rights and the corresponding obligations of the Company and other Parties, as applicable, under the following provisions of the Shareholders’ Agreement and the corresponding provisions of the Articles of Association solely to the extent that they relate to the IPO, as provided below:

- a) Clause 4.1.6 of the Shareholders’ Agreement in respect of and to the extent of option of nominating an invitee to, all the committees of the Board and the Company;
- b) Clause 4.1.7 of the Shareholders’ Agreement;
- c) Clause 4.1.11 of the Shareholders’ Agreement only to the extent as may be necessary for strict compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended;
- d) Clause 4.4 (*Committees*) of the Shareholders’ Agreement in respect of and to the extent of any observer appointed by the Investor being entitled to be a member or an invitee to, all the committees of the Board and the Company; and
- e) Clause 7 (Information Rights) of the Shareholders’ Agreement.

4. CONSENTS

4.1 Consents from Parties from the DRHP:

Strictly for the limited purpose of and solely to the extent that they relate to facilitating the IPO, the relevant Parties hereby accord their consent as required under the following provisions of the Shareholders’ Agreement and the corresponding provisions of the Articles of Association only to the extent that they relate to the IPO, with effect from the date of filing the draft red herring prospectus (“**DRHP**”) until the Long Stop Date (*defined hereinafter*) as provided below:

- 4.1.1 Clauses 5 (*Reserved Matters*) read with Schedule 5 Part A of the Shareholders’ Agreement:

Points numbered 1, 2, 5 and 6(i) of ‘*Part A*’ to the extent of actions of the Company which require consent strictly in relation to facilitating the IPO under Applicable Law;

4.2 Consents from Parties

Strictly for the limited purpose of and solely to the extent that they relate to facilitating the IPO, the relevant Parties hereby accord their consent as required under the following provisions of the Shareholders’ Agreement and the corresponding provisions of the Articles of Association from the Effective Date until the Long Stop Date (*defined hereinafter*), as provided below:

- 4.2.1 Clauses 11 (*Confidentiality*) and 12 (*Announcement*) of the Shareholders’ Agreement for purposes of disclosure of summary of the terms of the Shareholders’ Agreement, this Amendment Agreement (to the extent required to be disclosed in relation to the IPO under Applicable Law) in the draft red herring prospectus (“**DRHP**”), RHP and Prospectus and as may be required pursuant to Applicable Law; and to provide the Shareholders’ Agreement, this Amendment Agreement and any other document (to the extent required under Applicable Law) as material contracts and documents for

inspection in terms of the SEBI ICDR Regulations and submission of copies of the Shareholders' Agreement and this Amendment Agreement to the registrar of companies and any other regulatory authority as may be required under Applicable Law.

- 4.3 The Parties agree that the Offer Agreement shall govern the terms and conditions for and in connection with the IPO, to the extent of the shares being sold by the shareholders as part of the offer for sale under the IPO.

5. AMENDMENT OF THE ARTICLES OF ASSOCIATION

- 5.1 Prior to filing of the DRHP in relation to the IPO, the Company shall, and the other Parties shall provide their approval to amend the Articles of Association such that it: (a) would be presented in three parts, of which the first part shall conform to the requirements and directions provided by the Stock Exchanges, and shall contain such other articles as are required by a public limited company under Companies Act (hereinafter referred to as "**Part A**" of the Articles of Association); the second part shall contain the extant Articles, which comprise rights and obligations of the Shareholders as contained in the Shareholders' Agreement (hereinafter referred to as "**Part B**" of the Articles of Association), as amended by the provisions of this Amendment Agreement; and the third part shall contain the extant Articles relating to certain facilities proposed to be availed by /availed from the Lenders (defined below) by the Borrowers (defined below) (hereinafter referred to as "**Part C**" of the Articles of Association) (collectively "**Restated Articles**").
- 5.2 In the event of any inconsistency between Part A of the Restated Articles, Part B of the Restated Articles and Part C of the Restated Articles, the provisions of Part C of the Restated Articles shall, subject to Applicable Law, prevail over Part A and Part B until consummation of the IPO. In the event of any inconsistency between Part A of the Restated Articles and Part B of the Restated Articles, the provisions of Part B of the Restated Articles shall, subject to Applicable Law, prevail over Part A until consummation of the IPO. However, upon consummation of the IPO, Part B and Part C of the Restated Articles shall automatically stand deleted, and shall not have any force and shall be deemed to be removed from the Articles of Association, and the provisions of the Part A of the Restated Articles shall automatically come in effect and be in force, without any further corporate or other action by the Parties.
- 5.3 The Company further consents to filing of the Restated Articles with the registrar of companies, SEBI, the Stock Exchanges and any other regulatory authority as may be required for the IPO under the Applicable Law.

6. TERM AND TERMINATION

- 6.1 The provisions of this Amendment Agreement are solely for the purposes of enabling the Company to undertake the IPO (without limiting in any manner, any other provision of the Shareholders' Agreement, or the rights available to the Parties under the Shareholders' Agreement in connection with any public offering of the Equity Shares of the Company other than the IPO) and shall come into effect from the date of this Amendment Agreement (the "**Effective Date**"). In the event of termination of this Amendment Agreement as per clause 6.2 mentioned herein :, (i) the Amendment Agreement shall be deemed to be automatically terminated and the provisions of the Shareholders' Agreement as amended pursuant to the Amendment Agreement shall be deemed to be null and void, having no effect and validity; (ii) the Shareholders' Agreement will be made effective in its entirety as it was prior to the Effective Date and shall immediately and automatically stand re-instated with full force and effect, without requiring any further action of the Parties, and shall be deemed to have been in force during the period between the execution of this Amendment

Agreement and the date of its termination, without any break or interruption whatsoever; and (iii) all the consents, waivers and authorisations granted / agreed under this Amendment Agreement shall cease to be granted/ agreed and shall have no effect whatsoever. This Amendment Agreement shall not be construed to provide, grant, or otherwise consent to any actions by the Company not being in relation to or in furtherance of the IPO or otherwise agreed to herein.

- 6.2 The Parties agree that this Amendment Agreement shall stand automatically terminated and the waiver, consents and amendments thereof, as applicable, shall be automatically rescinded and revoked (and shall have no force and effect) without any further action or deed required on the part of any Party, upon the following dates (“**Long Stop Date**”):
- (i) 12 months from the date of filing of the DRHP by the Company with SEBI in relation to the IPO, if such IPO has not been consummated by then; or
 - (ii) the date on which the Board decides not to undertake the IPO or decides to withdraw the IPO or any offer document filed with any regulator/ authorities in respect of a IPO, including any draft offer document filed with SEBI; or
 - (iii) on the date of listing of the Equity Securities in connection with the IPO; or
 - (iv) September 30, 2024, if the DRHP has not been filed by the Company on or before such date; or
 - (v) such other date as may be mutually agreed to in writing among the Parties.

For the sake of clarity, the termination under this Clause 6.1 is in relation to the amendments, waivers and consents granted under this Amendment Agreement only, and is distinct from the termination of the Shareholders’ Agreement (including this Amendment Agreement).

- 6.3 With respect to any Party, this Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Shares in the Company, subject to the surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.
- 6.4 In case of termination of this Amendment Agreement in accordance with Clause 6.2, all amendments to the Shareholders’ Agreement and the Articles, under or pursuant to this Amendment Agreement, and any other action taken pursuant to this Amendment Agreement and all waivers and consents granted in connection with the Shareholders’ Agreement (in relation to the IPO), shall automatically cease to have effect, and the Parties shall act in accordance with Clause 6 to give effect to the aforesaid.
- 6.5 The termination of this Amendment Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination and nothing herein shall relieve any Party from its obligations or from any liability under the Shareholders’ Agreement, save for any consents and/or waivers provided under Clause 4 of this Amendment Agreement prior to the termination of this Amendment Agreement.
- 6.6 In case of termination of this Amendment Agreement in accordance with Clause 6.2, the Parties agree that the provisions of the Shareholders’ Agreement (as existing prior to the execution of this Amendment Agreement on August 26, 2024) shall: (i) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party (except for any consent or approval required under Applicable Law); and (ii) be deemed to have been in force during the period between the Effective Date and the date of termination of this Amendment Agreement, without any break

or interruption whatsoever, except for actions undertaken in compliance with this Amendment Agreement. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required, including an amendment to the Shareholders' Agreement and the Articles to reinstate the rights and re-constitution of the Board (including appointment of the nominee directors on the Board), to give effect to the aforesaid including convening the meetings of the Board and Shareholders, as the case may be. To the extent any consent or approval is required under Applicable Law for aforesaid reinstatement process, the Company shall, subject to receipt of necessary information from the Parties (other than the Company) required under Applicable Law for aforesaid reinstatement process, make necessary applications with the relevant Governmental Authority within 10 days from the date of termination of this Amendment Agreement in accordance with Clause 6.1 above. To the extent any specific actions or provisions cannot be reversed to status quo ante, the Parties will ensure that, to the extent permissible under Applicable Law, all of the rights and privileges of the Parties under the Shareholders' Agreement and the Articles are reinstated to the position they would have been without such actions or provisions.

- 6.7 The Company and the Promoters hereby agrees and undertakes that in case termination of this Amendment Agreement prior to consummation of the IPO, the Company and the Promoters shall undertake all necessary steps, acts and deeds as mutually agreed to reinstate the rights of the Parties as it was prior to the Effective Date.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party, other than the Parties which are natural persons, represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
- (i) it is duly incorporated and existing under the laws of the jurisdiction of its incorporation and that the execution and delivery by it of this Amendment Agreement has been duly authorized by all necessary corporate or other action;
 - (ii) the execution, delivery and performance of this Amendment Agreement by it will not violate any provision of its organizational or governance documents; and
 - (iii) this Amendment Agreement and any other document to be executed by it pursuant or in connection with this Amendment Agreement will, when executed by it, constitute its valid and binding obligations, enforceable in accordance with their respective terms.
- 7.2 Each Party, if an individual, represents and warrants, with respect to himself/ herself/ themselves, to the other Parties hereto that:
- (i) he/she/they has/have the power to execute, deliver and perform its obligations under this Amendment Agreement and all necessary actions has been taken to authorize such execution, delivery and performance;
 - (ii) he/she/they is/are of sound mind and is/are competent to contract under Applicable Law; and
 - (iii) this Amendment Agreement and any other document to be executed by him/her/them pursuant or in connection with this Amendment Agreement will, when executed by him, constitute his valid and binding obligations, enforceable in accordance with their respective terms.
- 7.3 Hyperion acknowledges the no objection certificate dated August 16, 2024 provided by Hyperion (“**Hyperion NOC**”) in relation to financial assistance proposed to be availed by Dr. Amar Agarwal, Dr. Athiya Agarwal, Dr. Adil Agarwal, Dr. Anosh Agarwal, Ms. Farah

Agarwal, Ms. Urmila Agarwal and Dr. Agarwal's Eye Institute (collectively the "**Borrowers**") not exceeding Rs. 430,00,00,000/- (Rupees Four Hundred Thirty Crores Only) by way of a term loan facility which shall be extended / provided by JM Financial Credit Solutions Limited and 360 ONE Prime Limited (collectively the "**Lenders**").

- 7.4. Arvon acknowledges the no objection certificate dated August 16, 2024 provided by Arvon ("**Arvon NOC**") in relation to financial assistance proposed to be availed by the Borrowers not exceeding Rs. 430,00,00,000/- (Rupees Four Hundred Thirty Crores Only) by way of a term loan facility which shall be extended / provided by the Lenders.
- 7.5. Claymore acknowledges the no objection certificate dated August 16, 2024 provided by Claymore ("**Claymore NOC**") in relation to financial assistance proposed to be availed by the Borrowers not exceeding Rs. 430,00,00,000/- (Rupees Four Hundred Thirty Crores Only) by way of a term loan facility which shall be extended / provided by the Lenders.
- 7.5. The Company shall, as may be reasonably required from time to time, keep the Investor informed of the following with respect to the proposed IPO:
- (i) progress made on the proposed IPO related activities; and
 - (ii) decisions made in relation to the proposed IPO.

8. MISCELLANEOUS

- 8.1 The Parties hereby agree that the provisions of Clause 1 (*Definitions and Interpretation*) read with Schedule 3 to the extent not otherwise specified hereunder, Clause 15.5, Clause 17 (*Notices*), Clause 19.8 (*Severability*), Clause 16.1 (*Governing Law*), Clause 16.2 (*Dispute Resolution*) and Clause 19.12 (*Counterparts*) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 8.2 This Amendment Agreement shall not be modified or waived except in writing and duly executed by all Parties to this Amendment Agreement.

As of and from the date of this Amendment Agreement until termination in accordance with Clause 6 hereof, this Amendment Agreement forms an integral part of the Shareholders' Agreement, and when read with the Shareholders' Agreement contains the whole agreement among the Parties relating to the transactions contemplated by this Amendment Agreement read with the Shareholders' Agreement and supersedes all previous agreements between the Parties. For the avoidance of doubt, it is hereby clarified that, unless the context otherwise requires, from the date of execution of this Amendment Agreement, any reference to the Shareholders' Agreement, including in any communications between the Parties, shall be construed to mean the Shareholders' Agreement as amended by this Amendment Agreement and in case of any conflict between the Shareholders' Agreement and this Amendment Agreement, the terms of this Amendment Agreement shall prevail. Save as agreed in this Amendment Agreement, all other terms and conditions of the Shareholders' Agreement shall remain unchanged and shall continue remain in full force and effect and binding on the Parties till the consummation of the IPO.

- 8.3 The Parties agree that Clause 15.5, Clause 17 (*Notices*), Clause 16.1 (*Governing Law*), Clause 16.2 (*Dispute Resolution*) of the Shareholders' Agreement shall survive the termination of the Shareholders' Agreement, notwithstanding anything contained in this Amendment Agreement.
- 8.4 The Company shall make the requisite form filings with the RoC, RBI (including Form FCTRS) and such other authorities, as the Company may be required and obligated to make

under Applicable Law, with respect to the sale of Equity Shares, if any, undertaken by any Selling Shareholder as part of the offer for sale component in the IPO and the Parties shall extend all necessary cooperation, in relation to its respective Equity Shares proposed to be sold in the IPO, in this regard. The Parties agree that this clause shall survive termination of the Shareholders' Agreement upon consummation of the IPO.

- 8.5** This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person. In the event any of the Parties delivers a .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in .pdf format.

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Schedule 1

Part A

Details of the Promoters

S. No.	Name of Promoter	Permanent Account Number/ Passport Number	Address
1.	Dr. Amar Agarwal	PAN - AADPA4514G	19, Cathedral Road, Gopalapuram, Chennai- 600 086
2.	Dr. Athiya Agarwal	PAN - AACPA7992F	19, Cathedral Road, Gopalapuram, Chennai- 600 086
3.	Dr. Adil Agarwal	PAN - AEHPA3177M	19, Cathedral Road, Gopalapuram, Chennai- 600 086
4.	Dr. Anosh Agarwal	PAN - AEUPA1650G	19, Cathedral Road, Gopalapuram, Chennai- 600 086
5.	Dr. Ashvin Agarwal	PAN – AJ YPA1205E	19, Cathedral Road, Gopalapuram, Chennai- 600 086
6.	Dr. Ashar Agarwal	PAN - AJYPA1124E	19, Cathedral Road, Gopalapuram, Chennai- 600 086
7.	Dr. Agarwal's Eye Institute	PAN – AAAFD2319M	No.19, Cathedral Road Chennai - 600 086, Tamil Naidu, India.
8.	Dr. Agarwal's Eye Institute Private Limited	PAN - AAACD2372H	19, Cathedral Road, Gopalapuram, Chennai- 600 086
9.	Dr. Amar Agarwal Family Trust	PAN - AAETD7895A	Old No: 13, New No: 25, Poes Garden, Teyampet, Gopalapuram, Chennai - 600086
10.	Dr. Adil Agarwal Family Trust	PAN - AAETD7890F	19, Cathedral Road, Gopalapuram, Chennai - 600086
11.	Dr. Anosh Agarwal Family Trust	PAN - AAETD7893G	19, Cathedral Road, Gopalapuram, Chennai - 600086
12.	Dr. Ashvin Agarwal Family Trust	PAN - AAETD7892H	17/10, Visal House, Crescent St, Off ABM Avenue, Boat Club, Raja Annamalaipuram, Chennai - 600028
13.	Dr. Ashar Agarwal Family Trust	PAN - AAETD7891E	19, Cathedral Road, Gopalapuram, Chennai - 600086

Part B

Details of the Other Shareholders

S. No.	Name of Other Shareholder	Permanent Number/ Number	Account Passport	Address
1.	Mrs. Farah Agarwal	PAN - AMGPA8459H		19, Cathedral Road, Gopalapuram, Chennai- 600 086
2.	Mrs. Urmila Agarwal	Passport Number - Z3361723		19, Cathedral Road, Gopalapuram, Chennai- 600 086

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Agarwal's Health Care Limited**

Name:

Designation:  *Dr. Adel Agarwal*
Whole-time Director & CEO

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Dr. Amar Agarwal**

A handwritten signature in blue ink, appearing to read 'Amar', is located below the printed name 'Dr. Amar Agarwal'.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Dr. Athiya Agarwal**

A handwritten signature in blue ink, appearing to read 'Athiya Agarwal', written in a cursive style.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Dr. Adil Agarwal**

A handwritten signature in blue ink, appearing to read "Adil Agarwal", is written over a set of horizontal lines. The signature is slanted and includes a long horizontal stroke at the end.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Dr. Anosh Agarwal**

A handwritten signature in blue ink, appearing to read 'A. Agarwal', is located below the printed name 'Dr. Anosh Agarwal'.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By Dr. Ashvin Agarwal

A handwritten signature in blue ink, appearing to be 'Dr. Ashvin Agarwal', written in a cursive style.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.


By **Dr. Ashar Agarwal**

A handwritten signature in blue ink, appearing to be 'A. Agarwal', with a small arrow pointing upwards and to the right.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Farah Agarwal**

A handwritten signature in blue ink, appearing to read "Farah", is written over a horizontal line.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Urmila Agarwal**

A handwritten signature in blue ink, appearing to be 'Urmila', with a stylized flourish at the end.

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Agarwal's Eye Institute Private Limited**

Name:

Designation:



Dr. Ashvin Agarwal

DIRECTOR

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Agarwal's Eye Institute**

A handwritten signature in blue ink, appearing to read 'AAJ' with a flourish.

Name: *DR. Anosh Agarwal*
Designation: *Partner*

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Amar Agarwal Family Trust**



Name: *DR. Amar Agarwal*

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Adil Agarwal Family Trust**


Name: Dr. Adil Agarwal

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Anosh Agarwal Family Trust**

A handwritten signature in blue ink, appearing to read 'Anosh', with a stylized flourish at the end.

Name: *Dr. Anosh Agarwal*
Designation: *Trustee*

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Ashvin Agarwal Family Trust**

A handwritten signature in blue ink, appearing to be 'Dr. Ashvin Agarwal', written over a horizontal line.

Name: *Dr. Ashvin Agarwal*

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Dr. Ashar Agarwal Family Trust**

A handwritten signature in blue ink, appearing to be 'A. Agarwal', with a small arrow pointing upwards and to the right.

Name: *Dr. Ashar Agarwal*
Designation: *Trustee*

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Claymore Investments (Mauritius) Pte. Ltd.**



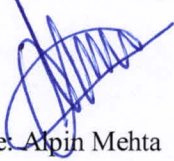
Name: Alpin Mehta

Designation: Head, Real Estate; Deputy Head, Private Equity Fund Investments, Temasek Holdings (Private) Limited

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Arvon Investments Pte. Ltd.**

A handwritten signature in blue ink, appearing to be 'Alpin Mehta', written over a horizontal line.

Name: Alpin Mehta

Designation: Head, Real Estate; Deputy Head, Private Equity Fund Investments, Temasek Holdings (Private) Limited

This signature page forms an integral part of the Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

Signed for and on behalf of **Hyperion Investments Pte. Ltd.**



Name: Chalothorn Vashirakovit
Designation: Director