

महाराष्ट्र MAHARASHTRA

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अनुक्रमांक - 28029 - दिनांक - 17/12/13 - रुपये - 1000/-

मुद्रांक कोजत्या कारणासाठी वापरण्यात आहे
मुद्रांक अधिनियम 1996 चे अनुषंगाने
मुद्रांक वापरणाराचे संपूर्ण नाव - **EMCOPE PHARMACEUTICALS LTD**
संपूर्ण पत्ता - **Regd. Office, 'Empire House',
T 184, M.I.D.C., Bhosari,
Pune - 411 026.
Phone 91-020-4117700**
हरते व्यक्तीचे संपूर्ण नाव - **सुधाकर य. शिंदे**
पत्ता - **S.T. Nagar, Pimpri Pune-18**

उप कोषागार अधिकारी
पुणे
-7 DEC 2013
उप कोषागार अधिकारी
कोषागार पुणे करिता

मुद्रांक धाराकाची/ हरते व्यक्तीची सह

परवाना क्र. 2201068
परवान्याची मूदत 31 मार्च 2018
पत्ता - संत तुकाराम नगर
पिंपरी, पुणे-18

This stamp paper forms a part of this
Shareholders Agreement enclosed below.

Handwritten signature and a long arrow pointing to the right.

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement") is made at Pune on this 18th day of December, 2013:

AMONG:

- A. **Emcure Pharmaceuticals Limited**, a company incorporated under the laws of India and having its registered office at Emcure House, T-184 MIDC Bhosari, Pune 411026, India (hereinafter referred to as "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
- B. **The Persons** mentioned in Exhibit A duly and validly represented by Mr. Satish Mehta, a Indian resident and son of Late Mr. Ramanlal Ambalal Mehta on behalf of himself and all persons mentioned in Exhibit A (hereinafter collectively referred to as "**Promoters**" and individually as "**Promoter**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
- C. **BC Investments IV Limited**, a limited company formed under the laws of Mauritius and having its registered office at c/o Bain Capital Mauritius, Suite 110, 10th Floor Ebene Heights Building, 34 Ebene Cybercity, Ebene, Republic of Mauritius, (hereinafter referred to as "**Investor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

WHEREAS:

- I. The Company is engaged in and intends to continue to engage in the Business.
- II. Pursuant to the terms of the Purchase Agreements, the Investor has agreed to acquire 5,918,386 Equity Shares (as defined hereinafter) of the Company ("**Sale Shares**") from Blackstone.
- III. Upon completion of the purchase of Sale Shares by the Investor from Blackstone as contemplated in the Purchase Agreements, the Investor shall have an Ownership of 13.09%.
- IV. The Parties (as defined hereinafter) are entering into this Agreement for the purposes of recording the terms and conditions regulating the relationship of the Parties and for certain matters relating to the Transfer (as defined hereinafter) of Equity Securities of the Company (as defined hereinafter), the management and operation of the Company and their mutual rights and obligations.

1. DEFINITIONS AND INTERPRETATION

- (a) In this Agreement (including the recitals above and the Schedules and Exhibits hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

"**Act**" means the Indian Companies Act, 1956 and the Indian Companies Act, 2013, as may be applicable, as each may be amended or supplemented from time to time, and any rules, regulations, notifications and clarifications made thereunder by a Governmental Authority;

"**Adjustment Event**" means any share split, bonus issue, stock dividend, rights issue, recapitalization or recombination affecting Equity Securities of the Company and any other transaction having the effect of any of the foregoing;

"Affiliate" of a Person (the **"Subject Person"**) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, any other Person that, either directly or indirectly, is Controlled by the Subject Person or that is a Relative or Family Trust of the Subject Person. As regards the Investor, an "Affiliate" of the Investor shall also include (a) funds managed or advised by Bain Capital Partners, LLC and entities Controlled by or under common Control with Bain Capital Partners, LLC, and (b) other Persons that are Controlled, either directly or indirectly, by funds referred to in (a) above;

"Anti-corruption Laws" means Laws relating to anti-bribery, anti-corruption, anti-money laundering, recordkeeping and internal controls which apply to the business and dealings of (i) the Company, (ii) its Subsidiaries, and (iii) any Company Representatives, including, without limitation, laws that prohibit the payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Government Official or any other Person covered by such laws to obtain a business advantage, such as, without limitation, (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), (b) the UK Bribery Act of 2010 (the "Bribery Act"), (c) all national and international laws enacted to implement the Convention on Combating Bribery of Foreign Officials in International Business Transactions adopted by the Organization for Economic Co-operation and Development on November 21, 1997, and (d) the Indian Prevention of Corruption Act, 1988 and Prevention of Anti Money Laundering Act, 2005 and the rules issued thereunder, and applicable provisions of the Indian Penal Code, 1860, etc.

"Anti-corruption Policy" shall have the meaning ascribed to the term under the Transaction Agreement;

"Assets" means any assets or properties of every kind, nature, character, and description (whether immovable, movable, tangible, intangible, absolute, accrued (but not realized), fixed or otherwise) as now operated, hired, rented, owned or leased by a Person, including cash, cash equivalents, receivables, securities, accounts and notes receivable, real estate, plant and machinery, equipment, trademarks, brands, other intellectual property, raw materials, inventory, finished goods, furniture, fixtures and insurance;

"At Risk Launch" means the manufacturing, marketing, distribution, sale or import of, or offer to sell, any products by or for the Company or any of its Subsidiaries in the United States of America or the European Union that has been, is or could reasonably be expected to be subject to any pending or threatened patent infringement claim prior to the earlier of (A) a final non-appealable judgment by a court of competent jurisdiction that declares the invalidity or unenforceability of all patents relating to any such products, or the non-infringement of all such patents, or (B) all such patents having expired or (C) the settlement of a suit or any other proceedings pertaining to such patent infringement claim in which the Company or any of its Subsidiaries is a party;

"Blackstone" shall mean Blackstone GPV Capital Partners Mauritius V-C Limited, a company incorporated under the laws of Mauritius and having its registered office at Level 6, One Cathedral Squad, Jules Koenig Street, Port of Luis, Republic of Mauritius;

"Board" means the board of directors of the Company as constituted from time to time;

"Business" means manufacturing, sales and marketing of pharmaceuticals, neutraceuticals and biotech products in domestic and international markets, contract manufacturing for finished formulations and active pharmaceutical ingredients ("API") for domestic and international markets and research and development of API, pharmaceutical formulations and

biotech products;

"Business Day" means any day other than a Saturday, Sunday or any day on which banks in New York City, the State of Maharashtra in India or Mauritius are permitted to be closed;

"Charter Documents" means, collectively, the memorandum of association and articles of association of the Company, as amended from time to time and includes the Restated Charter Documents;

"Closing Date" shall mean the date of completion of the transfer of the First Tranche Sale Shares by Blackstone to the Investor pursuant to the Share Purchase Agreement;

"Code" means the US Internal Revenue Code of 1986;

"Company Stock Option Plan" means the Emcure Employee Stock Option Plan 2013 approved by the Board on June 5, 2013 and by the shareholders of the Company on June 14, 2013, which permits grants of stock options to employees of the Company, not exceeding 5% of the Share Capital;

"Control" means the power to direct the management or policies of a Person, whether through the ownership of over twenty-six percent (26%) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;

"Company Competitor" shall mean (i) any company incorporated in India which is engaged in the Business or any part thereof provided that the consolidated revenues of such company from the Business or part thereof are in excess of 50% of the aggregate consolidated revenues from all the businesses of such Company determined, in each case, based on the audited financial statements relating to the financial year immediately preceding the financial year in which such determination is made; (ii) any of the entities identified in Schedule 1 to this Agreement and (iii) Affiliates of (i) or (ii) above. Notwithstanding the above, a Financial Investor shall not be considered as a "Company Competitor" under any circumstances;

"Company Representative", with respect to the Company and each of its Subsidiaries, means any director, officer, agent, employee, representative or any other Person duly appointed and acting for or on behalf of the Company or such Subsidiary in their capacity as such.

"Consent" means any notice, consent, approval, authorization, waiver, permit, grant, concession, agreement, license, certificate, exemption, order or registration, of, with or to any Person;

"Deed of Adherence" shall be the deed of adherence as set forth in Schedule 2;

"Director" shall mean a director of the Company (including any duly appointed alternate director);

"EBITDA" means the earnings of the Company and its Subsidiaries (calculated on a consolidated basis) before interest, income tax, depreciation and amortization, calculated for the immediately preceding 12-month period, based on the most recent quarterly or annual, as the case may be, financial statements approved by the Board and excluding extraordinary items;

"Emcure USA" shall mean Emcure Pharmaceuticals USA, Inc. having its registered offices at 21/B Cotters Lane, East Brunswick, NJ 08816;

“Encumbrance” means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, and (ii) any voting agreement, irrevocable proxy, irrevocable, unconditional power of attorney for an indefinite period of time (other than as contemplated in this Agreement), interest, option, right of first offer, refusal or transfer restriction in favour of any Person;

“Equity Share(s)” means the equity share(s) of the Company having a par value of Rs.10 per share and one vote per share;

“Equity Securities” means, with respect to any Person, such Person’s equity capital, membership interests, partnership interests, registered capital, joint venture or other ownership interests (including in the case of the Company, Equity Shares) or any options, warrants, convertible preference shares, loans or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital, membership interests, partnership interests, registered capital, joint venture or other ownership interests (whether or not such derivative securities are issued by such Person and whether or not then currently convertible, exercisable or exchangeable);

“Family Trust” means, with respect to any natural person, any trust which at all times is and remains primarily for the benefit of such individual or such individual’s Immediate Relatives;

“Financial Investor” means a bank, a financial institution which is in the business of investing as its primary business, a private equity/ venture capital fund, mutual fund, a hedge fund, a fund of funds, a secondary fund, a sovereign fund, a professionally managed investment entity or any other similar entity which is in the business of investing as its primary business, and/or any special purpose vehicles set up by it and which is controlled by it. The term “control” for purposes of this definition means the power to direct the management or policies of a Person, whether through the ownership of over fifty percent (50%) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;

“Financial Year” means the financial year of the Company, which begins on April 1st of a calendar year and ends on 31st March of the next calendar year;

“First Tranche Sale Shares” shall mean 4,603,189 Equity Shares held by Blackstone;

“Governmental Authority” means any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any jurisdiction or any political sub-division of such jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange.

“Government Official” means any official, officer, candidate for office, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Authority.

“Governmental Approval” means any Consent of or with any Governmental Authority;

“Guarantee” of or by any Person (the **“guarantor”**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the **“primary obligor”**) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business;

“Heritage Holdings” shall mean Heritage Pharma Holdings, Inc. having its registered office at 12 Christopher Way, Suite 300, Eatontown, NJ 07724;

“Heritage Pharmaceuticals” shall mean Heritage Pharmaceuticals Inc. having its registered office at 12 Christopher Way, Suite 300, Eatontown, NJ 07724;

“Identified Promoters” shall mean Mr. Satish Mehta, Ms. Namita Thapar, Mr. Samit Mehta, Ms. Bhavna Mehta and Mr. Vikas Thapar;

“Immediate Relatives” of a natural person shall mean, (i) such person’s spouse; (ii) such person’s lineal descendants; (iii) such person’s lineal ascendants; and (iv) such person’s siblings;

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or encumbrance on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all capital lease obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor;

“Independent Director” means a Director who would be considered to be an ‘independent director’ of the Company as per the Act and the listing agreement of the Stock Exchanges and as prescribed by the Securities Exchange Board of India from time to time;

“Investment Amount” means an amount which is the INR equivalent of the USD amount paid by the Investor on the Closing Date and Second Tranche Closing Date for the acquisition

of the Sale Shares based on the USD/INR Reserve Bank of India reference exchange rate published by the Reserve Bank of India on the Closing Date and Second Tranche Closing Date, as applicable, which USD amount(s) and INR amount(s) shall be certified by the Investor to the Company upon the completion of the purchase of all Sale Shares by it, it being clarified that for the purposes of this Agreement the Investment Amount shall always be the INR amount(s) certified by the Investor;

“**IPO**” means an offer for sale or issue of Equity Securities of the Company, which results in the listing of the Equity Shares on the Stock Exchange;

“**Key Managerial Position**” shall mean the position of senior vice president or above in the Company and /or its Subsidiaries and shall include any other position which has the same roles and responsibilities assigned to the position referred above notwithstanding the designation;

“**Law**” means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, (b) Governmental Approvals and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority;

“**Liability**” means any liabilities or obligations in any form (whether actual or contingent) of the Company or its Subsidiaries;

“**Material Subsidiaries**” means (i) Heritage Holdings; (ii) Heritage Pharmaceuticals; or (iii) Emcure USA; (iv) any other Subsidiary of the Company incorporated in or registered to conduct business in the United States and/or in the European Union, which has revenues in excess of US\$ 50 million (other than from sales made to any other Subsidiary(ies) or to the Company) as per the audited financial statements of such Subsidiary relating to the financial year immediately preceding the financial year in which such determination is made;

“**Net Indebtedness**” of any Person means Indebtedness of such Person and its Subsidiaries (calculated on a consolidated basis) less cash and liquid investments that (i) are not required for operating the business; and (ii) can be immediately converted into cash at publicly quoted prices of such Person and its Subsidiaries (calculated on a consolidated basis);

“**Other Promoters**” means the Promoters other than the Identified Promoters;

“**Ownership**” at any time means ownership of the Equity Shares on a fully diluted basis;

“**Parties**” means the Company, the Promoters and the Investor, and “**Party**” means any of them;

“**Patent Challenge**” means the challenge of, or filing, submission or provision of any certification, notice or other documentation regarding, the scope, validity or enforceability of any United States patent owned by any other Person, by the filing of any Abbreviated New Drug Applications or New Drug Applications pursuant to 21 U.S.C. § 355, which includes a certification pursuant to 21 U.S.C. § 355(j)(2)(A)(vii)(IV) or 21 U.S.C. § 355(b)(2)(A)(iv) or a statement pursuant to 21 U.S.C. § 355(j)(2)(A)(viii), and the provision of notice to any Person in connection with any of the foregoing;

“**Person**” means any natural person, firm, company, Governmental Authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);

“**Plan Asset Regulations**” means the United States Department of Labor Regulation published at 29 C.F.R Section 2510.3-101;

"Pro Rata Share" means, with respect to any Shareholder, the proportion that the number of Equity Securities of the Company held by such Shareholder bears to the aggregate number of Equity Securities of the Company held by all Shareholders, in each case on a fully diluted basis;

"Promoter Secondary IPO" means an IPO where, (i) the Company is not offering any Equity Securities by way of a fresh issuance; and (ii) the aggregate valuation of the Sale Shares (assuming the Investor and its Affiliates have not Transferred such Equity Securities) based on the lowest price of the price band of such IPO is not less than the Investment Amount;

"Purchase Agreements" mean collectively the Share Purchase Agreement and the Transaction Agreement;

"Related Party" means a related party as defined under the Act and shall also include the Promoters, their respective Immediate Relatives and entities controlled by any of the foregoing Persons. The term "control" for purposes of this definition means the power to direct the management or policies of a Person, whether through the ownership of over fifty percent (50%) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise. For the purposes of this Agreement, transactions between (i) the Company and any of its Subsidiaries (ii) the Subsidiaries of the Company *inter se* (iii) the Company/ any of its Subsidiaries and directors, officers or employees of the Company/ its Subsidiary in terms of which the Company/the relevant Subsidiary is to compensate such Person for services provided to the Company in that capacity (provided that such compensation to non-executive directors is restricted to sitting fees), shall not be considered as transactions between Related Parties and (iv) entities where a non-whole time Director, other than a Promoter who is also a Director and his or her Immediate Relatives, of the Company, including its Subsidiaries, is either a director/partner of such entities or owns more than 2% of the paid-up share capital of such entities, shall not be considered as transactions between Related Parties;

"Relative" means a relative as defined under the Act;

"Restated Charter Documents" means the amended and restated memorandum and articles of association of the Company to give effect to the provisions of this Agreement;

"Rupees" or **"Rs."** or **"INR"** means Indian rupees or the lawful currency of the Republic of India;

"Security Holder" shall with respect to the Company and each of its Subsidiaries, means (as the case may be) any member, shareholder, partner or other holder of debt or equity securities (in such Person's capacity as such) issued by the Company or such Subsidiary;

"Second Tranche Closing Date" shall have the meaning ascribed to the term under the Transaction Agreement;

"Shareholder(s)" means the Investor, the Promoters and any Person who becomes a shareholder of the Company in accordance with the terms of this Agreement and executes a Deed of Adherence, in each case for so long as such Person remains a shareholder of the Company, and shall be deemed to include the estate of any Shareholder that is a natural Person and the executor, conservator, committee or other similar legal representative of any Shareholder that is a natural Person or such Shareholder's estate following the death or incapacitation of such Shareholder;

"Share Capital" means the fully paid-up equity share capital of the Company determined on a fully diluted basis;

"Share Purchase Agreement" shall mean the share purchase agreement dated December 18, 2013 entered into between Blackstone and the Investor;

"Stock Exchange" means either the Bombay Stock Exchange Limited or National Stock Exchange of India Limited or such other stock exchange as may be mutually agreed to in writing between the Company and the Investor;

"Subsidiary" means a subsidiary of the Company as defined under the Act;

"Third Party" means any Person other than the Investor, the Promoters or their respective Affiliates.

"Transaction Agreement" shall mean the transaction agreement dated December 18, 2013 entered into between the Company and the Investor; and

"Transfer" means to sell, give, assign, transfer, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or otherwise Encumber, any Equity Securities of the Company or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily, but shall not include transfer by way of testamentary or intestate successions.

- (b) In this Agreement (unless the context requires otherwise):
- (i) Any reference herein to any Clause, Schedule or Exhibit is to such Clause of or Schedule or Exhibit to this Agreement unless the context otherwise requires. The Schedules and Exhibits to this Agreement shall be deemed to form part of this Agreement;
 - (ii) References to a Party shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns;
 - (iii) The headings are inserted for convenience only and shall not affect the construction of this Agreement;
 - (iv) Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders;
 - (v) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
 - (vi) In calculations of share numbers, references to a "fully diluted basis" mean that the calculation should be made assuming that all outstanding options, warrants and other equity securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), other than (A) any loans availed from banks and financial institutions convertible into Equity Securities as of the date of this Agreement and (B) loans availed from banks and financial institutions convertible into Equity Securities after the date of this Agreement in case of default under the documents pertaining to such

loans, have been so converted, exercised or exchanged.

- (vii) The words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings.
- (viii) For the purposes of this Agreement, Equity Securities of the Company shall have the same treatment in all respects as Equity Shares.
- (ix) In this Agreement, references to a number or percentage of "Equity Securities" and "Equity Shares" shall be such number or percentage of "Equity Securities" and "Equity Shares" as would be held at the relevant time taking into account all Adjustment Events occurring prior to such time;
- (x) If, in calculating a price or an amount, the relevant variables for such calculation are expressed in different currencies then all such variables for the purposes of such calculation shall be in Rupees.
- (xi) The word "including" means "including without limitation" and the words "include" or "includes" have correlative meanings.
- (xii) In determining the Investor's Ownership in the Company for any purpose whatsoever, all Equity Securities of the Company held by the Investor and its Affiliates that have executed a Deed of Adherence shall also be counted.

2. TRANSFER OF EQUITY SECURITIES OF THE COMPANY

- (a) **Transfer.** No Party shall Transfer or attempt to Transfer any Equity Securities of the Company or any right, title or interest therein or thereto, except as expressly permitted by the provisions of Clauses 2, 3 and 4. Any Transfer or attempt to Transfer Equity Securities of the Company in violation of the preceding sentence shall be null and void ab initio, and subject to applicable Law, the Company shall not register any such Transfer. Subject to the above, within thirty (30) Business Days after registering any Transfer of Equity Securities in the Company by a Shareholder, the Company shall send a notice to the Investor, stating that such Transfer has taken place and setting forth the name of the transferor, the name of the transferee and the number and type of Equity Securities of the Company involved. It is clarified that all other shareholders of the Company who are not Party to this Agreement (including through a Deed of Adherence), are free to Transfer the Equity Securities held by them and are not bound by the transfer restrictions contained in this Agreement.
- (b) **Transfer Procedure.** No Transfer may be made pursuant to Clauses 2, 3 and 4 unless (i) the transferee has executed a Deed of Adherence (except if such Transfer is made pursuant to an IPO), (ii) the Transfer complies in all respects with the other applicable provisions of this Agreement and (iii) the Transfer complies in all respects with applicable Laws.
- (c) **Restriction on Transfer of Identified Promoters.** The Identified Promoters agree and undertake in favour of the Investor that the Identified Promoters shall not Transfer any Equity Securities in the Company if such Transfer would result in the Identified Promoters, collectively with their Immediate Relatives, Family Trusts and other Affiliates which are 100% owned and controlled by the Identified Promoters, to own Equity Securities (free from Encumbrances) that represent less than 50.1% of the Share Capital of the Company on a fully diluted basis.
- (d) **Restriction on Transfer of rights by the Other Promoters.** In the event that the Other Promoters Transfer any Equity Securities of the Company to any Third Party, none of the Other Promoters' rights under this Agreement, the Charter Documents or any other agreement

(other than those available under Law) shall be Transferred/ assigned to such Third Party (and the Company shall not grant any rights to such Third Party in connection with such Transfer) without the prior written consent of the Investor.

- (e) **Permitted Transfers.** The following Transfers of Equity Securities of the Company may be made at any time without compliance with the provisions of Clauses 2(b), 3 and 4:
- (i) Subject to Clause 2 (c), Transfers amongst the Promoters *inter se* and Transfers by the Promoters to: (A) their Immediate Relatives; (B) Family Trusts of such Promoters; and (C) Affiliates which are 100% owned and controlled by the Promoters, subject to, in each case, the transferee executing a Deed of Adherence (“Permitted Promoters Affiliate”);
 - (ii) Any Transfer by the Investor to its Affiliates, subject to such Affiliate executing a Deed of Adherence and provided that such Affiliate (“Permitted Investor Affiliate”): (A) does not control a Company Competitor; and (B) such Affiliate is directly or indirectly controlled by Bain Capital Partners, LLC or funds managed or advised by Bain Capital Partners, LLC. The term “control” for purposes of this sub-clause (ii) means the power to direct the management or policies of a Person, whether through the ownership of over fifty percent (50%) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise; and
 - (iii) any Transfer of Equity Securities of the Company by the Investor, the Promoters or their respective Affiliates pursuant to an IPO in accordance with terms of this Agreement;

For the avoidance of doubt, the rights of the Investor and its Affiliates shall be exercised through either the Investor or any one Permitted Investor Affiliate.

An Affiliate who is a transferee of the Equity Securities of the Company from the Investor or the Promoters as described in Clause 2(e) is hereinafter referred to as a “Permitted Transferee” of the Investor or the Promoters as the case may be. The Promoters and the Investor undertake that each of them shall, prior to a Permitted Transferee ceasing to be (A) in the case of the Promoters, a Permitted Promoters Affiliate; (B) in case of the Investor, a Permitted Investor Affiliate, in each such case, acquire by itself or through any of its Affiliates (which are permitted to acquire such Equity Securities in accordance with this Agreement) all but not less than all of the Equity Securities of the Company held by such Permitted Transferee, notwithstanding that such Permitted Transferee has executed a Deed of Adherence, and shall, if so necessary, themselves execute a Deed of Adherence or cause such Affiliate to do so.

- (f) **Depositories.** In the event the Equity Securities of the Company are dematerialized, the Promoters and the Investor shall issue appropriate instructions to the depository not to Transfer the Equity Securities of the Company held by any Shareholder except in accordance with the Charter Documents and this Agreement.
- (g) **Avoidance of Restrictions.** The Parties agree that the Transfer restrictions in this Agreement (including in Clauses 2, 3 and 4) and in the Charter Documents shall not be capable of being avoided by the holding of Equity Securities of the Company indirectly through a company or other entity that can itself be sold in order to dispose of an interest in Equity Securities of the Company, free of such restrictions.
- (h) **Restricted Transfer.** The Investor shall not be entitled to Transfer any Equity Securities of the

Company held by it to a Company Competitor, provided that, the aforesaid restriction shall cease to apply (i) after the 5th (fifth) anniversary of the Effective Date, if the Company has failed to complete the IPO and the listing of the Equity Securities of the Company on the Stock Exchanges prior to such date; or (ii) if the Promoters have Transferred any Equity Securities held by them to a Company Competitor.

- (i) Restriction on further acquisitions by the Investor. The Investor shall not be entitled to acquire Equity Securities of the Company from any shareholder of the Company not being a Party to this Agreement (including through a Deed of Adherence), without the prior written consent of Mr. Satish Mehta.

- (j) Right to Transfer.

Subject to Clause 2(h) and Clause 3 (Right of First Offer), the Investor and its Affiliates shall have the right to Transfer any or all Equity Securities of the Company with or without its or their rights and obligations under this Agreement and the Charter Documents at any time to a Person ("Purchaser"), without the prior written consent of any shareholders, the Promoters or the Company. Provided that if the Equity Securities of the Company being Transferred by the Investor to any Purchaser in a single or more than one related transactions are less than or equal to 6.25 % of the Share Capital on a fully diluted basis, or such Transfer is consummated prior to the 2nd anniversary of the Effective Date, such Purchaser shall not be entitled to any rights or subject to any obligations of the Investor under this Agreement, provided further that any further Transfer of Equity Securities of the Company by the Purchaser prior to expiry of 12 (twelve) months from the date of acquisition of such Equity Securities by the Purchaser from the Investor, shall be subject to Clause 2(h) and Clause 3 and the Purchaser shall issue an undertaking to the Company in this regard at the time of the Transfer of the Equity Securities by the Investor to the Purchaser. In any Transfer by the Investor to the Purchaser of Equity Securities representing more than 6.25% of the Share Capital, upon receipt of reasonable notice and subject to the Purchaser assuming similar obligations to the Investor under Clause 12 (*Confidentiality*) herein and against execution of suitable confidentiality/non-disclosure agreement/undertaking by the Purchaser, the Company shall give reasonable access to the Purchaser and its authorized representatives (including lawyers, accountants, auditors and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company and its Subsidiaries and to discuss and consult with respect to its business, action plans, budgets and finances with the directors and executive officers of the Company and its Subsidiaries. In any Transfer by the Investor to the Purchaser of Equity Securities representing more than 6.25% of the Share Capital along with the rights in terms of this Agreement, the rights of the Investor hereunder shall be exercisable by the Investor and the Purchaser jointly only.

3. RIGHT OF FIRST OFFER

- (a) If either (i) subject to the provisions of Clause 2(c) any of the Promoters and/or their Affiliates; or (ii) subject to the provisions of Clause 2(h) the Investor and/or its Affiliates (the "Transferring Shareholder") proposes to Transfer its or their Equity Securities to a Third Party, the Investor and/or Promoters, as the case may be, shall first have a right of first offer (the "First Offer Right") with respect to such sale as provided in this Clause 3.
- (b) If the Transferring Shareholder proposes to sell its Equity Securities, the Transferring Shareholder shall send a written notice (the "Transfer Notice") to the Promoters and/or the Investor, as the case may be (the "Offeree"), which notice shall state (i) the name of the Transferring Shareholder and (ii) the number of Equity Securities to be sold (the "Offered Securities").
- (c) Rights of Offerees. For a period of 30 Business Days after delivery of a Transfer Notice (the

"Offer Period"), the Offeree shall have the right, through the delivery of an Offer Notice as provided in Clause 3(d), to purchase in aggregate all, but not less than all, of the Offered Securities. An Offeree may assign to an Affiliate of such Offeree its right to acquire Offered Securities pursuant to this Clause 3(e), provided that such Affiliate complies with the provisions of Clause 2(e) as if it were a Permitted Transferee.

- (d) Exercise of Rights. The First Offer Right of an Offeree under Clause 3(a) shall be exercisable by delivering written notice of exercise (an "Offer Notice") within the Offer Period to the Transferring Shareholder. The Offer Notice shall contain a binding offer to purchase the Offered Securities and the price ("Offer Price") at which it is desirous of purchasing all (but not less than all) of the Offered Securities and terms and conditions, if any. An Offer Notice shall be irrevocable and shall constitute a binding agreement between the Offeree and the Transferring Shareholder (if the Transferring Shareholder issues an Acceptance Notice in terms of Clause 3(e)) to purchase the Offered Securities. The failure of an Offeree to give an Offer Notice within the Offer Period shall be deemed to be a waiver of such Offeree's First Offer Right.
- (e) Acceptance by the Transferring Shareholder. For a period of 30 Business Days ("Acceptance Period") after delivery of the Offer Notice the Transferring Shareholder shall have the right to accept the Offeree's offer to purchase the Offered Securities at the Offer Price, by issuing a written notice ("Acceptance Notice") in this regard to the Offeree. If the Transferring Shareholder delivers an Acceptance Notice to the Offeree, then the Offeree and the Transferring Shareholder shall complete the Transfer of the Offered Securities within 30 Business Days of the receipt of Acceptance Notice in the manner as set out in Clause 3(h).
- (f) Sale to Third-Party Purchaser. In the event (i) the Offerees do not issue an Offer Notice within the Offer Period; or (ii) the terms for the Transfer of the Offered Securities as set out in the Offer Notice are not acceptable to the Transferring Shareholder, the Transferring Shareholder may Transfer all of the Offered Securities to any Person ("Transferee"); provided, that (i) the price for the sale to the Transferee is at a price per Share not less than the Offer Price (if applicable) and (ii) the sale is otherwise on terms and conditions (taken in the aggregate) not materially less favourable to the Transferring Shareholder than those set forth in the Offer Notice (if applicable); and (iii) the Transfer to the Transferee is made within (A) 6 (six) months of the expiry of the Offer Period, if no Offer Notice was received by the Transferring Shareholder; or (B) 6 (six) months of the expiry of the Acceptance Period, in case the Offer Notice was issued by the Offeree but was not acceptable to the Transferring Shareholder. If such a Transfer does not occur within such period for any reason, the restrictions provided for herein shall again become effective, and no Transfer of Equity Securities may be made by the Transferring Shareholder thereafter without again making an offer to the other Shareholders in accordance with this Clause 3.
- (g) In the event the Transferring Shareholder issues an Acceptance Notice and the Transfer of the Offered Securities is not completed by the end of the period as mentioned in Clause 3(e) due to a breach by the Offeree, then the Transferring Shareholder shall have the right to sell all but not less than all the Offered Securities to any Third Party at any price and on any terms acceptable to the Transferring Shareholder within a period of six (6) months of the expiry of the Acceptance Period. If such a Transfer does not occur within such period for any reason, the restrictions provided for herein shall again become effective, and no Transfer of Equity Securities may be made by the Transferring Shareholder thereafter without again making an offer to the other Shareholders in accordance with this Clause 3.
- (h) Closing. The closing of any purchase of Offered Securities by the Offerees shall be held at the principal office of the Company or at such other place as the parties to the transaction may agree. At such closing, the Transferring Shareholder shall deliver certificates representing the Offered Securities, accompanied by duly executed instruments of transfer or duly executed

transfer instructions to the relevant depository participant. Such Offered Securities shall be free and clear of any Encumbrance (other than Encumbrances arising hereunder or attributable to actions by the Offerees), and the Transferring Shareholder shall so represent and warrant and shall further represent and warrant that it is the beneficial and record owner of such Offered Securities. Each Offeree purchasing Offered Securities shall deliver at such closing, payment of the Offer Price in accordance with the terms set forth in the Offer Notice, an executed Deed of Adherence (if required). At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Offered Securities to the Offerees. Any stamp duty or transfer taxes or fees payable on the transfer of any Offered Securities shall be borne and paid by the relevant Offerees in proportion with the number of Offered Securities each such Offeree is purchasing.

- (i) The time period set out for the completion of the Transfer of Offered Securities as set out in this Clause 3, shall be extended for any additional period necessary to obtain any Governmental Approvals required for such purchase and payment.
- (j) The provisions of this Clause 3 shall cease to apply to any Transfer of Equity Securities of the Company by the Investor:
 - (i) in the case of an IPO which is not an Investor Triggered IPO, if such IPO is not completed and the listing of the Equity Securities of the Company on the Stock Exchange has not occurred prior to the 4th (fourth) anniversary of the Effective Date; and
 - (ii) in the case of an Investor Triggered IPO, if such IPO is not completed and the listing of the Equity Securities of the Company on the Stock Exchange has not occurred within 1 (one) year from the date of expiry of the Extended Period.

4. TAG ALONG RIGHT

- (a) Subject to the provisions of Clause 2(c), if a Promoter and/or its Affiliates receives a bona fide offer to acquire Equity Securities of the Company or proposes to make a Transfer of Equity Securities of the Company to a Third Party ("Transferee"), the Promoters and/or its Affiliates shall send a written notice (the "Tag-Along Notice") to the Investor, which notice shall state: (i) the name, address and identity of the proposed Transferee, (ii) the number of Equity Securities of the Company to be Transferred (the "Sale Securities"), (iii) the amount and form of the proposed consideration for the Transfer, (iv) the other terms and conditions of the proposed Transfer, (v) a representation that no consideration, tangible or intangible, is being provided to the Promoters and/or their Affiliates that is not reflected in the price to be paid to the Investor exercising its Tag-Along Right hereunder and (vi) the number of Equity Securities of the Company the Promoters together with their Affiliates then owns. In the event that the proposed consideration for the Transfer includes consideration other than cash, the Tag-Along Notice shall include a calculation of the fair market value of such consideration as determined by an internationally-reputed investment bank. The total value of the consideration for the proposed Transfer is referred to herein as the "Tag-Along Price."
- (b) Tag-Along Rights. The Investor shall have the right (the "Tag-Along Right") but not the obligation to require the Promoters to cause the Transferee in a Transfer of Sale Securities of the Company to purchase from the Investor and/or its Affiliates, for the same consideration per Sale Security of the Company and upon the same terms and conditions as are to be paid and given to the Promoters and/or their Affiliates (except that the Investor and its Affiliates will not be required to make any representations or warranties except as provided in Clause 4(e) or otherwise be liable for any indemnification (except in respect of their own breach), such number of Equity Securities of the Company held by the Investor together with its Affiliates equal to the Sale Securities multiplied by a fraction, the numerator of which is the

total number of Equity Securities of the Company held by the Investor together with its Affiliates and the denominator of which is the total number of Equity Securities of the Company held by the Promoters together with its Affiliates, in each case on a fully-diluted basis. Provided that, if the Ownership in the Company of the Identified Promoters (together with their Family Trusts and other Affiliates that are 100% owned and controlled by the Identified Promoters) falls below 50.1%, the Investor and its Affiliates shall be entitled to sell to the Transferee up to all of the Equity Securities of the Company held by the Investor together with its Affiliates at such time.

- (c) Tag-Along Notice. Within ten (10) Business Days following the receipt of the Tag-Along Notice ("Tag Offer Period"), in the event the Investor and/or its Affiliates elects to exercise its Tag-Along Right, it shall deliver a written notice of such election to the Promoters ("Tag Acceptance Notice") and the number of Equity Securities of the Company, the Investor and/or its Affiliates proposes to Transfer to such Transferee ("Tag-Along Securities"), which number shall not exceed the number calculated in accordance with Clause 4(b). Such notice shall be irrevocable and shall constitute a binding agreement by the Investor and/or its Affiliates to sell such Equity Securities of the Company on the terms and conditions set forth in the Tag Acceptance Notice.
- (d) Non-Consummation. Where the Investor and/or its Affiliates have properly elected to exercise its Tag-Along Right and the proposed Transferee fails to purchase Equity Securities of the Company from the Investor and/or its Affiliates, the Promoters and/or their Affiliates shall not make the proposed Transfer, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of Equity Securities of the Company. If the Investor and its Affiliates do not exercise their Tag Along Right within the Tag Offer Period, the Promoters and/or its Affiliates shall complete the Transfer of the Sale Securities to the Transferee within sixty (60) days of the expiry of the Tag Offer Period on the same terms and conditions contained in the Tag-Along Notice failing which Promoters and their Affiliates shall not Transfer any Equity Securities in the Company without again complying with the provisions of this Clause 4.
- (e) Closing. The closing of any purchase of Equity Securities of the Company by the Transferee from the Investor and/or its Affiliates shall take place simultaneously with the closing of the purchase of Equity Securities of the Company by the Transferee from the Promoters and their Affiliates or at such other time and place as the Investor may agree in writing. At such closing, the Investor and/or its Affiliates shall deliver certificates representing the Tag-Along Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depository participant. Such Tag-Along Securities shall be free and clear of any Encumbrance (other than Encumbrances arising hereunder or under the Charter Documents or attributable to actions by the Company, the Promoters and/or their Affiliates), and the Investor and/or its Affiliates shall so represent and warrant and shall further represent and warrant that it is the beneficial and record owner of such Tag-Along Securities. The Investor and its Affiliates shall not be required to make any other representations or warranties. Any Transferee purchasing the Tag-Along Securities shall deliver at such closing (or on such later date or dates as may be provided in the Tag-Along Notice with respect to payment of consideration by the proposed Transferee) payment of the Tag-Along Price in accordance with the terms set forth in the Tag-Along Notice, an executed Deed of Adherence and any requisite transfer taxes. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Equity Securities of the Company to the Transferee.
- (f) Post-IPO Tag-Along Right. Notwithstanding anything mentioned in Clause 4(a) to (e), the Investor shall not have a Tag-Along Right in respect of any Transfer or sale of Equity Securities of the Company by the Promoters and/or their Affiliates anytime after the occurrence of an IPO and provided that such Transfer or sale of Equity Securities of the

Company by the Promoters and/or their Affiliates together with prior Transfers or sales in any given Financial Year do not exceed 1% of the Share Capital. If such 1% threshold is exceeded in any given Financial Year, then the Tag-Along Right shall apply, unless such Equity Securities of the Company are sold in a public offering or on the Stock Exchange so long as such sale is not a negotiated deal or a "block deal" (as defined in terms of the circular issued by SEBI dated September 2, 2005 bearing number MRD/DoP/SE/Cir- 19 /05, as amended from time to time).

- (g) The time period set out for the completion of the Transfer of Securities as set out in this Clause 4, shall be extended for any additional period necessary to obtain any Governmental Approvals required for such purchase and payment.

5. PRE-EMPTIVE RIGHTS

- (a) The Company shall not, at any time prior to an IPO, issue any securities (including any Equity Securities) of any type or class to any Person (the "Proposed Recipient") unless the Company has offered each Shareholder in accordance with the provisions of this Clause 5 the right to purchase such Shareholder's Pro Rata Share of such issuance for a per unit consideration, payable solely in cash, equal to the per unit consideration to be paid by the Proposed Recipient and otherwise on the same terms and conditions as are offered to the Proposed Recipient; provided, however, that the foregoing restriction shall not apply to any issuance of Equity Securities of the Company (i) pursuant to the terms of the Company Stock Option Plan or any other future employee stock option plans of the Company, which is approved in accordance with the terms of this Agreement (ii) upon the conversion, exercise or exchange of options, warrants or convertible securities issued on or after the date of this Agreement, or (iii) in an IPO approved by the Board in accordance with this Agreement.
- (b) Notice. Not less than 45 Business Days before a proposed issuance of securities by the Company other than in connection with an issuance permitted under Clause 5(a)(i) through (iii) (a "Proposed Issuance"), the Company shall deliver to each Shareholder written notice of the Proposed Issuance setting forth (i) the number, type and terms of the securities to be issued, (ii) the consideration to be received by the Company in connection with the Proposed Issuance and (iii) the identity of the Proposed Recipients.
- (c) Exercise of Rights. Within 30 Business Days following delivery of the notice referred to in Clause 5(b), each Shareholder electing to exercise its rights under this Clause 5 shall give written notice to the Company specifying the number of securities to be purchased by such Shareholder and the calculation by such Shareholder of its Pro Rata Share. Except as provided in the next succeeding sentence, failure by any Shareholder to give such notice within such 30 Business Day period shall be deemed a waiver by such Shareholder of its rights under this Clause 5 with respect to such Proposed Issuance. If any Shareholder fails to give the notice required under this Clause 5(c) solely because of the Company's failure to comply with the notice provisions of Clause 5(b), then the Company shall not issue securities pursuant to this Clause 5 and if purported to be issued, such issuance of securities shall be void. A Shareholder may assign to its Affiliate the right to acquire the securities pursuant to this Clause 5, provided that such Affiliate complies with the provisions of Clause 2(e) as if it were a Permitted Transferee.
- (d) Failure to Subscribe. Subject to the Company's compliance with the notice provisions of Clause 5(b), in the event that any Shareholder (a "Non-Subscribing Shareholder") notifies the Company that it declines to exercise its right to subscribe to its Pro Rata Share of the Proposed Issuance, in part or in whole, is deemed to have waived its right in accordance with Clause 5(c), or fails to settle the payment of the consideration required for the Proposed Issuance within the 45 Business Day period following delivery of the notice referred to in Clause 5(c) (except where such 45 Business Day period is extended for an additional period

necessary to obtain any Governmental Approvals required for such subscription and payment), the other Shareholders shall be entitled to subscribe to such securities not subscribed to by any Non-Subscribing Shareholder, consistent with applicable Law.

- (e) In the event that Company procures the approval of its shareholders for a Proposed Issuance in terms of Section 81(1A) of the Companies Act, 1956 or Section 62 of the Companies Act, 2013, whichever is applicable at the time of the Proposed Issuance, subject to the provisions of Clause 6(n), the provisions of this Clause 5 shall not be applicable.

6. CORPORATE GOVERNANCE

- (a) Authority of the Board. Subject to the provisions of this Agreement and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company and, as a holding company, its Subsidiaries. Subject to the provisions of this Agreement, the Board shall be entitled to delegate powers to such persons and such committees that the Board may create to assist it in its business strategy and objectives.
- (b) Size of the Board. The number of Directors constituting the entire Board shall not exceed 12. The Investor and its Affiliates shall have the right to nominate one (1) director ("Investor Director") on the Board. The Investor Director shall not be a director on the board of directors of a Company Competitor unless otherwise agreed to by the Promoters and the Company in writing. If, from and on the Effective Date, Mr. Amit Chandra is nominated Investor Director, the Promoters and Company hereby agree that he may continue to act as a director on the board of Piramal Enterprises Limited. The Promoters shall ensure that the Company appoints, and the Company shall appoint at all times, (i) such number of Independent Directors to the Board such that the majority of Directors on the Board are Independent Directors; or (ii) if the chairman of the Board is a non-executive director, at least one third of the Board shall comprise of Independent Directors. If for any reason the Company has not been able to appoint an adequate number of Independent Directors in accordance with this Clause 6(b), the Promoters shall procure the resignation of such number of Directors (other than the Investor Director and the Managing Director). The Investor Director shall be a director whose office is not capable of being vacated by retirement or by rotation.
- (c) Board of directors of the Subsidiaries. The Investor shall be entitled to appoint a minimum of one (1) non-rotational director on the board of directors of a Material Subsidiary if such Material Subsidiary proposes to conduct a public offering of its Equity Securities on any securities exchange other than a Stock Exchange and, subject to applicable Law, the Investor shall continue to have such right to appoint a director on such Material Subsidiary post such listing on the relevant securities exchange. In such a case, the Company shall take all necessary steps to ensure the appointment of the nominee of the Investor on the board of directors of such Material Subsidiary.
- (d) Election of Directors. The Promoters, the Investor and their respective Affiliates shall each exercise their votes in relation to all the Equity Securities of the Company held by them at any Shareholders Meeting called for the purpose of filling the positions on the Board or in any decision of the Board for such purpose to elect, and shall take all other actions necessary to ensure the election to the Board of, such Directors as specified in Clause 6(b).
- (e) Board Committees. The Investor shall have the right (but not the obligation) to, and the Company shall, appoint the Investor Director to the audit committee, remuneration committee and any other committee of the Board as may be constituted by the Board after the Effective Date (including any IPO committee of the Board). The proceedings and decisions of any committee(s) formed by the Board shall be subject to Clause 6(n). The provisions of Clause 6(k) below relating to quorum in so far as they apply to meetings of the Board which are not

Scheduled Board Meetings shall apply *mutatis mutandis* to meetings of committee(s) of the Board of which the Investor Director is a member.

- (f) Removal and Replacement of Directors. The Investor Director may be removed from the Board without cause, upon, and only upon, the written request of the Investor. Each Shareholder shall exercise its vote in relation to the Equity Securities of the Company controlled by it for the removal of the Investor Director upon the written request of the Investor. The Investor shall cause the replacement of the Investor Director in the event the Investor Director is appointed as a director on the board of directors of a Company Competitor. Except in the event of the Investor failing to remove the Investor Director in accordance with the foregoing sentence, no Shareholder shall exercise its votes in relation to the Equity Securities of the Company controlled by it for the removal of the Investor Director in any other circumstances, unless the Investor Director is disqualified from acting as a Director in terms of the Act. In the event the Investor Director resigns or is removed in accordance with this Clause 6(f), the Investor will have the right to nominate such Director's successor or replacement, and such successor or replacement Director shall be nominated and elected on or as soon as practicable after the date of such resignation or removal and in any event within 25 Business Days after such resignation or removal.
- (g) Alternate Director. The Investor shall be entitled through its Investor Director to nominate an alternate Director to act in accordance with the Act for any Director nominated by the Investor and shall issue a written notice to the Company in accordance with Clause 14 (*Notices*) providing the name and contact address of such alternate Director ("**Alternate Director Nomination Notice**"). The Board shall appoint the alternate Director so nominated within 5 Business Days of the receipt of such Alternate Director Nomination Notice. The Investor shall also have a right to withdraw its nominated alternate Director and nominate another in his place. The Investor and the Promoters shall take all such actions, including exercising their respective votes in relation to the Equity Securities of the Company controlled by it, as may be required to cause any alternate Director nominated pursuant to this Clause 6 (g) to be duly elected or appointed.
- (h) Directors' Access. The Investor Director shall be entitled to examine the books, accounts and records of the Company and its Subsidiaries and shall have free access, at all reasonable times and with prior reasonable written notice, to any and all properties and facilities of the Company. The Company shall provide such information relating to the business affairs and financial position of the Company and/or its Subsidiaries, as the Investor Director may reasonably require. Such information shall be as mutually agreed on a good faith basis by the Chief Financial Officer of the Company along with the Investor. The Investor Director may provide such information to the Investor and its Affiliates and its Representatives (as defined hereinafter).
- (i) Frequency and Location of Board Meetings. Meetings of the Board shall take place at least once in every three-month period. Meetings shall be held in Pune or Mumbai or any other location approved in writing by a majority of the Directors. If the Closing Date is before March 31, 2014, on the Effective Date the Company shall issue a written notice to the Investor providing the date and location of all regular meetings of the Board until March 31, 2014. On or prior to the first day of every Financial Year, the Company shall issue a written notice to the Investor providing the date and location of all regular meetings of the Board for such Financial Year ("**Scheduled Board Meetings**").
- (j) Notice. A meeting of the Board may be called by the chairman of the Board or the Investor Director by giving notice in writing to the company secretary of the Company specifying the date, time and agenda for such meeting. The company secretary shall upon receipt of such notice give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying in reasonable detail the business of such meeting. The Company shall

ensure that notice of a meeting of the Board shall be accompanied by necessary background and other information and/or supporting documents pertaining to the business proposed to be transacted thereat. Not less than seven (7) Business Days notice of a meeting of the Board shall be given to all Directors; provided, however, that such notice period: (i) shall not apply in the case of an adjourned meeting pursuant to Clause 6(k); and (ii) may be reduced with the written consent of a majority of the Directors, provided, however, that such majority shall include the Investor Director.

- (k) **Quorum.** Subject to the provisions of the Act, all meetings of the Board shall require a quorum of at least two Directors; provided, however, that the quorum must include the presence of the Investor Director in respect of any meeting of the Board which is not a Scheduled Board Meeting. If such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall adjourn to such place and time as those Directors who did attend shall decide or, if no such decision is reached, at the same place and time seven (7) Business Days later, at which meeting the Directors present shall constitute a valid quorum even though the Investor Director is not present, provided that written notice of such adjourned meeting shall have been delivered to all Directors at least five (5) Business Days prior to the date of such adjourned meeting. Notwithstanding anything in this Clause 6(k), the adoption of any resolution of the Board at any meeting where an Investor Director is present or not at such meeting of the Board or in any adjourned meeting shall also be subject to the provisions of Clause 6(n).
- (l) **Voting.** At any Board meeting, each Director may exercise one vote. Except as provided in Clause 6(n), the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted meeting of the Board or in the case of a circular resolution signing by the majority of the Directors to whom the resolution is circulated. Subject to Clause 6(n) the Board shall not at any meeting adopt any resolution covering any matter that is not expressly specified on the agenda for such meeting unless a majority of the Directors present at such meeting which shall include the Investor Director vote in favour of such resolution.
- (m) **Telephonic / Video Participation.** If permitted by the Act, Directors may participate in Board meetings by telephone or video conferencing or any other means of contemporaneous communication, provided that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. A Director may not leave the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting and a Director shall conclusively be presumed to have been present and formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of the meeting to leave the meeting as aforesaid.
- (n) **Affirmative Voting Matters.** Subject to any additional requirements imposed by the Act, the Shareholders agree that neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, without (i) the affirmative written consent or approval of at least a majority of the Directors at a validly convened Board meeting; and (ii) written consent of the Investor, take or permit any Subsidiary to take any of the actions set forth in the attached Schedule 3, whether by circular resolution or otherwise. The Investor shall (i) communicate its decision in writing to the Company and the Investor Director or (ii) communicate in writing to the Company the fact that the Investor Director's vote shall be construed as the Investor's assent or dissent, as the case may be, with respect to any matter listed in Schedule 3 prior to the meeting at which such matter is proposed to be considered subject to the Company complying with the provisions of Clause 6(j). In the event that no written communication is received by the Company from the Investor with respect to a matter listed in Schedule 3 prior to the meeting at which such matter is proposed to be considered subject to the Company complying with the



provisions of Clause 6(j), the Investor Director's vote in such matter shall be deemed to be the decision of the Investor for the purposes of this Clause 6(n). In the event that no written communication is received by the Company from the Investor with respect to a matter listed in Schedule 3 prior to the meeting at which such matter is proposed to be considered as aforesaid, where such meeting has been adjourned because of lack of quorum due to the absence of the Investor Director, and the Investor Director does not attend the adjourned meeting either, a resolution on a matter listed in Schedule 3 may be adopted by the affirmative vote of a majority of the Directors present at such adjourned meeting. All matters in respect of the actions set forth in Schedule 3 whether such action is to be taken by the Company or its Subsidiaries must be referred to the Board, and no Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall take any actions purporting to commit the Company or any Subsidiary in relation to any such matters without the prior approval of the Board and the Investor in accordance with this Clause 6(n). If any matter identified in Schedule 3 does not require the prior written consent of the Investor in terms of this Clause 6(n) due to the prescribed financial threshold in respect of such matter, then, the Company shall make best endeavors to ensure that such matters are presented to the Board for discussion and deliberation by the Board prior to them being implemented.

- (o) Complete Effect. Each Shareholder shall vote with respect to its Equity Shares at any general or extraordinary general meeting of the Shareholders or matters required to be voted by way of a postal ballot (a "Shareholders Meeting"), and shall take all other actions necessary, to give effect to the provisions of this Agreement and to ensure the inclusion in the Charter Documents of the rights and privileges of the Shareholders included in this Agreement. In addition, each Shareholder shall vote its Equity Shares at any Shareholders' Meeting upon any matter submitted for action by the Shareholders or with respect to which the Shareholders may vote and shall cause its Directors on the Board to vote, in conformity with the specific terms and provisions of this Agreement to the extent legally permissible to give complete legal effect to the provisions of this Agreement. The Parties shall use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Law to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Agreement. The Shareholders shall vote their Equity Shares and shall take all other actions necessary or required, to ensure that at all times the Charter Documents or the charter documents of the relevant Subsidiary, as the case may be, facilitate, and do not conflict with, the provisions of this Agreement, and require the approval of the Company or the Board in order for each of the actions set out on Schedule 3 to be taken by such Subsidiary.
- (p) Shareholders Meetings. Subject to the provisions of the Act, all Shareholders Meetings shall require a quorum of at least 5 Shareholders present in person or through their representative; provided, however, that such quorum must include the Investor. If such quorum is not present within one hour from the time appointed for the meeting, the meeting shall be adjourned to the same time and place not earlier than ten (10) Business Days but no later than twenty-one (21) Business Days thereafter as the chairman may determine after prior consultations with the Investor Director (if the Investor Director is present). In the absence of a valid quorum at such adjourned meeting, the Shareholders present in person or through their representative thereat shall, notwithstanding anything to the contrary herein contained, constitute a quorum and all business transacted thereat shall be regarded as having been validly transacted.
- (q) Liability of Investor Director. The Investor Director will be a non-executive Director. The Promoters and the Company expressly agree that the Investor Director shall not be identified or classified or appointed as an officer in charge/ default of the Company or any Subsidiary or occupier of any premises used by the Company or any Subsidiary.
- (r) In case a director nominated by the Investor is appointed on the board of directors of a



Material Subsidiary in accordance with Clause 6(c), the provisions of this Clause 6 (other than Clause 6(b), (i), (o) and (p)) shall apply *mutatis mutandis* to such Material Subsidiary.

7. COVENANTS OF THE COMPANY

- (a) **Financial Records.** The Company shall allow the Investor and its authorised representatives the right during normal business hours to inspect its books and accounting records and those of the Subsidiaries, to make extracts and copies therefrom at its own expense and to have full access to all of the Company's and each Subsidiary's property and assets.
- (b) **Reports.** The Company shall provide to the Investor (i) within three months after the end of each Financial Year, the annual audited consolidated financial statements of the Company for such Financial Year, (ii) within 35 Business Days after the end of each quarter, quarterly unaudited consolidated financial statements of the Company for such quarter, (iii) within 20 Business Days after the end of each month, a management report prepared by the chief executive officer and the chief financial officer in the form to be mutually agreed between the Company and the Investor; and (iv) such other reports as the Board may determine. The Company shall furnish to the Investor such financial and other information relating to the business of the Company and its Subsidiaries as it may reasonably require. Within 30 (thirty) Business Days of the approval of the annual budget of the Company by the Board, the Company shall provide a copy of such approved annual budget, along with supporting details, to the Investor.
- (c) **Breach and Litigation Notice.** The Company shall give the Investor all material information in relation to:
- (i) any breach by the Company or any Subsidiary of any Law, which violation in any respect may have or had a material adverse effect on the Company and/or any Subsidiary;
 - (ii) any known litigation, or claim which may have or had a material adverse effect on the Company and/or the Subsidiaries;
 - (iii) any material dispute or notice of any material dispute with a major customer or supplier of the Company and /or any Subsidiary.
- (d) **Access Rights.** (i) The Company shall give reasonable access to the Investor and their authorized representatives (including lawyers, accountants, auditors and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company and/or any Subsidiary, and to discuss and consult with respect to its business, actions plans, budgets and finances with the directors and executive officers of the 'Management Committee' of the Company, upon reasonable notice. All costs incurred in connection with such inspection shall be borne by the Investor and (ii) to the extent consistent with applicable Law (and with respect to events which require public disclosure, only following the Company's public disclosure thereof through applicable securities law filings or otherwise), the Company shall inform the Investor or its designated representative in advance with respect to any significant corporate actions and shall provide the Investor or its designated representative with the right to consult with the Company and its Subsidiaries with respect to such actions
- (e) **Insurance.** The Company shall, and shall ensure that each Subsidiary shall, keep insured at all times and maintain insurance policies in a sufficient amount and with such coverage as are generally maintained by responsible companies in the same industry. Such policies shall be sufficient to cover liabilities in relation to product liabilities, environmental liabilities, fire, acts of God that the facilities of the Company could be subject to and such other liabilities



which the Company and the Subsidiaries may, in the reasonable opinion of the Company and the Investor, be considered at risk of in the course of their respective businesses. The Company shall take out directors and officers insurance for all directors on the board of directors of the Company and the Material Subsidiaries including the nominee of the Investor in a sufficient amount and with such coverage as is generally maintained by responsible companies in the same industry. In case a director nominated by the Investor is appointed on the board of directors of a Material Subsidiary in accordance with Clause 6(c), the Company shall obtain appropriate directors and officers insurance for such director.

- (f) Material Subsidiaries. The Parties agree that the business conducted by the Company and its Material Subsidiaries is critical for the Company's financial performance and results. In this regard, the Company agrees that it shall, on a best efforts basis, review the strategy and performance of the Material Subsidiaries twice in each Financial Year.
- (g) At Risk and Patent Challenge. The Company agrees that the Board shall discuss and deliberate the desirability of At Risk Launch or Patent Challenge reasonably prior to the Company or any Subsidiary undertaking such At Risk Launch or Patent Challenge, not being less than 3 (three) days prior to such product launch. The Company shall ensure that all relevant details/ information with respect to the At Risk Launch or Patent Challenge and the relevant product(s) are/is circulated to all the Directors reasonably prior to a meeting of the Board to discuss such product launch.
- (h) Ethical Business Practices. The Company, any Subsidiary and their respective officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to Governmental Authorities. The Company further agrees that:
 - (i) neither it, nor any of its Subsidiaries nor any Company Representative, shall provide, offer, gift or promise, directly or indirectly, anything of value to any Governmental Authority or Government Official that would result in a breach of any Anti-corruption Law.
 - (ii) that no Government Official will serve in any capacity within the Company or any subsidiary thereof, including as a board member, employee, or consultant.
 - (iii) it and all its Subsidiaries shall maintain complete and accurate books and records, including records of payments to agents, consultants, representatives, third parties and Government Officials, in accordance with applicable Anti-corruption Laws and generally accepted accounting principles and international financial reporting standards.
 - (iv) it shall allow the Investor and its Affiliates (or their designees) to review the books and records of itself and its Subsidiaries upon credible allegations of misconduct or reasonable suspicion of improper payments.
 - (v) the Company agrees to cooperate with any audit or investigation by the Investor or its Affiliates and provide all reasonable information and assistance requested upon an investigation or inquiry by a Governmental Authority directed to the Company or Security Holder in the Company.

The Company and its Subsidiaries shall conduct their respective business in compliance with applicable Laws and the Anti-corruption Policy.

For the purposes of this Clause 7(h) the term "Governmental Authority" shall mean any nation or government or any province, state or any other political subdivision thereof; any



entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any jurisdiction or any political sub-division of such jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange or any international or multilateral financial institutions such as the World Bank, and the International Finance Corporation.

- (i) **Risk Management Policy.** The Board shall adopt a risk management policy for the Company and its Subsidiaries which shall *inter alia* provide for:
- (A) The manner of effecting any At Risk Launch or any Patent Challenge by the Company or any Subsidiary;
 - (B) Entering into by the Company or any Subsidiary into any foreign exchange derivative arrangements/ hedging contracts; and
 - (C) Such other matters as may be identified by the Board.
- (j) **Most Favourable Rights.** The Company and the Promoters shall not issue any Equity Securities of the Company or enter into an agreement to issue Equity Securities of the Company, enter into any management agreement or shareholder agreement or any other agreements with any Person, which agreement confers on such Person rights which, considered individually, are more favourable than rights considered individually granted herein to the Investor. In the event the Company and/or the Promoters confer on such Person such rights which, when so considered, are more favourable than rights granted herein to the Investor, notwithstanding anything in this Agreement or the Charter Documents, the rights of the Investor as provided for in this Agreement and the Charter Documents shall be modified and amended in accordance with the rights granted to such Person to confer on the Investor rights at least as favourable as though conferred on such Person as of the Effective Date. The Company and the Promoters shall take all necessary steps to amend the Charter Documents to give effect to such modification of rights of the Investor.
- (k) **U.S. Taxes:**
- (i) **Reporting.** The Company shall provide to the Investor such information as the Investor may reasonably request at any time or from time to time in order to permit such Shareholder (i) to determine whether the Company has been a “passive foreign investment company” or a “controlled foreign corporation” or a corporation having a similar status for purposes of the Code, (ii) to determine the consequences to the Investor of such status, and (iii) all such other information that is reasonably necessary for the Investor, or any direct or indirect investor of the Investor, to duly complete and file its income tax returns or may be reasonably necessary in connection with any tax audit or dispute. In addition, at the request of the Investor, the Company shall cooperate with such Investor in making and maintaining, or permitting the Investor (or direct or indirect investor in the Investor) to make and maintain, any election permitted under the Code;
 - (ii) **Tax Election.** The Company agrees not to make any election to be treated as anything other than a corporation for United States federal income tax purposes without the prior consent of the Investors;
 - (iii) **PFIC.** The Company shall use its reasonable efforts to conduct its activities in a manner that minimizes the likelihood of the Company being considered a “passive foreign investment company” as defined in the Code;

(iv) Treaty. The Company shall use its reasonable efforts to conduct its activities in a manner that makes it possible for the Company to benefit from the provisions of any tax treaty between India and the United States of America. Each Shareholder shall cooperate with the other Shareholders and the Company to determine if the Company is, from time to time, entitled to the benefits of any tax treaty between India and the United States of America.

(l) VCOC Investor

(i) The Company agrees that for so long as the Investor or any of its Affiliates, is intended to qualify as a "venture capital operating company" (each such Investor or Affiliate, a "VCOC Investor"), as defined in the Plan Asset Regulations, and such VCOC Investor continues to hold, directly or indirectly, any Equity Securities of the Company (or other securities of the Company into which such Equity Securities may be converted or exchanged) without limitation on, or prejudice to, any of the other rights provided to the Investor or the VCOC Investor under this Agreement or Law, the Company shall provide to each such VCOC Investor or its designated representative:

(A) the information, access and consultation rights provided to the Investor pursuant to Clauses 7 (a) – (d); and

(B) such other rights of consultation which the VCOC Investor's counsel may determine to be reasonably necessary under applicable legal authorities promulgated after the date hereof to qualify its investment in the Company as a "venture capital investment" for the purposes of the Plan Asset Regulations.

(ii) The Company agrees to consider, in good faith, the recommendations of the VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Company.

(iii) In the event the Agreement is terminated in accordance with Clause 13 and so long as the Investor or any of its Affiliates is intended to qualify as a VCOC Investor, and such VCOC Investor continues to hold, directly or indirectly, any Equity Securities of the Company (or other securities of the Company into which such Equity Securities may be converted or exchanged) the Investor and the Company shall in good faith negotiate and agree with rights consistent with those contemplated in Clauses 7(l)(i) and (ii).

(m) New Business

The Company shall refer all proposals pertaining to any new business, being a business which is not then being undertaken by the Company and/or its Subsidiaries and or does not fall within the Business of the Company and/or its Subsidiaries, to be undertaken by the Company and/or its Subsidiaries (including without limitation the business of diagnostics, operation of pharmacies, hospitals) to the Board for its approval.

8. NON-COMPETE

(a) Restriction. The Company and its Subsidiaries shall be the exclusive vehicle through which (i) the Promoters (other than Mr. Satish Mehta) who are employed with the Company and/or its Subsidiaries in Key Managerial Positions ("Executive Promoters"); and (ii) Mr. Satish Mehta shall pursue the Business. The Executive Promoters (during the term of their employment with the Company and/or any Subsidiary and for a period of 1 (one) year

thereafter) and Mr. Satish Mehta (during the term of this Agreement) shall not directly, indirectly or beneficially, invest in or participate in or be financially engaged, concerned with or interested in any undertaking or in the management of any Person (including, but not limited to, any joint venture, partnership or other arrangement of whatsoever nature) engaged in business operations or activities similar to the business operations or activities conducted by the Company or its Subsidiaries or in any other manner competes with the Company or its Subsidiaries. The Parties agree that carrying on of existing business by Uth Beverage Factory Private Limited and its subsidiaries shall not be considered to be a breach of this Clause 8(a) so long as such entity does not expand its business scope from its business scope as of the date of this Agreement. Nothing in this Clause shall apply to any financial investments, by the Promoters and their Affiliates, in up to 5% (five per cent) of the equity capital of a company in whom such Promoter and its Affiliates do not exercise or have any management rights or Control (including any affirmative voting rights).

- (b) **Non-Solicitation.** The Promoters shall not, and shall cause their Affiliates not to directly or indirectly: (i) hire or solicit the employment of (1) any current client or customer of the Company or its Subsidiaries or (2) any officer, director, or employee of the Company or its Subsidiaries; or (ii) solicit the business of any current client or customer of the Company or its Subsidiaries. The Investor shall not, and shall cause their Affiliates not to directly or indirectly hire or solicit the employment of any officer, director, or employee of the Company or its Subsidiaries. For the purposes of this Clause 8(b), Affiliates of Investor shall mean only those entities which are directly or indirectly controlled by Bain Capital Partners, LLC or funds managed or advised by Bain Capital Partners, LLC and shall not include any portfolio companies. The term "control" for purposes of this sub-clause (b) means the power to direct the management or policies of a Person, whether through the ownership of over fifty percent (50%) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise.
- (c) **Devotion of Time.** Mr. Satish Mehta and the Executive Promoters (other than Mr. Samit Mehta) agree to devote at least 90% of their whole professional time and attention for the business of the Company and its Subsidiaries and shall not take up any executive position or executive responsibilities in any other entity; provided that nothing herein shall apply to Mr. Satish Mehta being a non-executive director of, a business or corporation belonging to his Affiliate as long as he does not actively participate in such business or in the affairs of such entity. Mr. Samit Mehta agrees to devote at least 75% of his whole professional time and attention for the business of the Company and its Subsidiaries.
- (d) **HM Sales Corporation.** The Promoters shall ensure that the business of HM Sales Corporation does not in any manner compete with the business of the Company.
- (e) **Reasonableness.** The Identified Persons agree that the covenants of non-competition and non-solicitation contained in this Clause 8 are reasonable covenants under the circumstances.

9. INITIAL PUBLIC OFFERING

- (a) **IPO Period.** The Parties agree that the Company shall as soon as practicable and, in any event, within three (3) years from the Effective Date (the "Target Period") complete the filing of the draft red herring prospectus for the IPO of the Company ("DRHP") with the Securities and Exchange Board of India ("SEBI"). If the Company and the Promoters are not able to complete the above filing of the DRHP with SEBI within the Target Period, then the Investor shall have the right exercisable by written notice ("IPO Trigger Notice") to the Company and the Promoters, to cause the Company and the Promoters, and the Company shall and the Promoters shall cause the Company to file the DRHP with SEBI within 6 months from the date of receipt of such notice sent by the Investor ("Extended Period"). The Company and



the Promoters undertake that in case the Company has filed the DRHP with SEBI within the Target Period, it shall complete the IPO and the listing of the Equity Securities of the Company on the Stock Exchange on or prior to the 4th (fourth) anniversary of the Effective Date. In case the Company has filed the DRHP with SEBI pursuant to the issuance of the IPO Trigger Notice, the Company shall and the Promoters shall cause the Company to complete the IPO ("Investor Triggered IPO") and the listing of the Equity Securities of the Company on the Stock Exchange within 1 (one) year of the expiry of the Extended Period. The Company shall seek the prior written consent of the Investor in respect of all the terms and conditions of an Investor Triggered IPO provided, however, such consent will not be required for the determination of the final issue price within the price band for the IPO approved in writing by the Investor.

- (b) Mode of IPO. The Parties shall in good faith consider approving a fresh issuance of Equity Securities of the Company or an offer for sale of existing Equity Securities of the Company in consultation with the investment bankers. In the event of an IPO, subject to advice from internationally reputed investment banks and underwriters, the Company shall ensure that, of the total number of Equity Securities offered in the IPO, at least one half 50% of such Equity Securities are offered through a process of offer for sale ("Offer For Sale Securities"). In the event of an IPO which involves an offer for sale of existing Equity Securities, the Investor and the Promoter, together with their respective Affiliates, respectively shall have the right to tender an equal number of Equity Securities constituting the Offer For Sale Securities (in each case the "Investor Entitlement" or the "Promoter Entitlement" (as the case may be)). Within 45 Business Days of the meeting of the Board deciding to proceed with an IPO, the Promoters and the Investor shall send a written notice to the Company, which written notice shall provide (i) the irrevocable intention of the Investor and/or the Promoters to participate in the IPO through the offer for sale process; (ii) subject to the "Investor Entitlement" or the "Promoter Entitlement" (as the case may be), the number of Equity Securities of the Company proposed to be tendered by the Investor and/or the Promoters together with their respective Affiliates ("Investor Participation" or the "Promoter Participation" (as the case may be)). In the event either the Promoters or the Investor decide not to tender in an IPO to the full extent of the Promoter Entitlement or the Investor Entitlement (as the case may), the Investor or the Promoters (as the case may be) shall have the right to tender in an offer for sale such number of additional Equity Securities being the "Investor Entitlement" or the "Promoter Entitlement" (as the case may be) less the Investor Participation or the Promoter Participation (as the case may be). The Company shall include all such Equity Securities of the Company held by the Investor and/or Promoters together with their Affiliates in an IPO. For the avoidance of doubt, nothing contained in this Clause 9 (b) shall require the Investor to offer Equity Securities of the Company for sale in an IPO.
- (c) Offer for Sale in the Investor Triggered IPO. Notwithstanding anything to the contrary in the other provisions of Clause 9, in the event of an Investor Triggered IPO:
- (i) the Investor shall have the right but not the obligation to offer up to all the Equity Securities then held by it in such IPO; and
 - (ii) the Investor shall be obligated to offer such number of Equity Securities of the Company which is equal to (x) 50% of the offer size (i.e. the Equity Securities by way of fresh issue plus the Offer for Sale Securities); and (y) 50% of the Investor's Ownership in the Company at such time, whichever is lower.
- (d) Advisors to IPO. In consultation with the Investor, the Company shall retain leading internationally reputed investment banks and underwriters to advise on the Company's options with respect to the IPO. The Company and the Promoters shall take all such steps, and extend all such co-operation to each other and the lead managers, underwriters and others as may be required for the purpose of expeditiously making and completing the IPO including

(i) preparing and signing the relevant offer documents; (ii) conducting road shows with adequate participation of senior management; (iii) entering into appropriate and necessary agreements; (iv) providing all necessary information and documents necessary to prepare the offer documents; (v) filing with appropriate regulatory authorities; and (vi) obtaining any necessary regulatory or other approvals in relation to the IPO. All expenses in relation to the IPO shall be borne by the Company and all the selling shareholders (in such IPO) in proportion to the Equity Securities issued / offered by them in the IPO.

- (e) Investor Not a Promoter. The Company and the Promoters agree that under no circumstances shall the Investor or its Affiliates be referred to or otherwise considered as a 'promoter' of the Company in connection with any IPO or any documents filed in connection therewith. In the event of an IPO, the Company and the Promoters agree to do all that is necessary to ensure that the Equity Securities held by the Investor and its Affiliates are not subject to any lock-in requirements as a 'promoter'.

10. ANNOUNCEMENTS

The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or Affiliates to make, any public announcement about the subject matter of this Agreement or any of its business and operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with each other and obtaining the other Parties' written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the disclosing Party or an Affiliate or holding company of the disclosing Party are traded or the securities laws, rules or regulations or generally accepted accounting principles applicable to the disclosing Party or an Affiliate or holding company of the disclosing Party in any jurisdiction in which its shares are traded or any relevant Governmental Authority. In the event that disclosure is required, the other Parties shall be given a reasonable opportunity to review and comment on any such required disclosure and the Parties or their respective Affiliates and Representatives shall reasonably cooperate with the other Parties or their Affiliates and Representatives to limit the scope of such disclosure, to seek protective orders and/or to obtain reliable assurances of confidential treatment of disclosed information.

11. REPRESENTATIONS AND WARRANTIES

- (a) Parties Representations and Warranties. Each Party represents, severally and not jointly, to the other Parties hereto that:
- (i) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation or organisation;
 - (ii) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;
 - (iii) assuming the due authorisation, execution and delivery hereof by the other Parties, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, re-organisation, moratorium or similar laws affecting creditors' rights generally; and
 - (iv) the execution, delivery and performance of this Agreement by such Party and the

consummation of the transactions contemplated hereby will not (i) violate any provision of the organisational or governance documents of such Party, (ii) require such Party to obtain any Consent, of any Governmental Authority in such Party's country of organisation or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already been duly obtained or made, (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses, or (v) violate any Law or law or regulation of such Party's country of organisation or any other country in which it maintains its principal office.

- (b) Promoters Authorization. Each of the Persons set forth in Exhibit A hereby represents, warrants and undertakes that Mr. Satish Mehta is hereby irrevocably appointed as agent and attorney-in-fact for each such persons set forth in Exhibit A, for and on behalf of such Persons, to execute and deliver this Agreement, agree and execute any amendments to the provisions of this Agreement, to give and receive notices and communications, to agree to negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to this Agreement, and to take exercise all rights of the Promoters. For the purposes of this Agreement all rights of the Promoters shall be exercised by Mr. Satish Mehta only and Mr. Satish Mehta shall be duly authorized to exercise such rights on behalf of each such Promoter. Mr. Satish Mehta shall be liable for all obligations of each Promoters pursuant to this Agreement.
- (c) Mr. Satish Mehta Authority. Mr. Satish Mehta hereby represents, warrants and undertakes that he has been irrevocably appointed as agent and attorney-in-fact for each set forth in Exhibit A, in terms of Clause 11(b) and to undertake all that is contemplated in Clause 11(b).

12. CONFIDENTIALITY

- (a) General Obligation. Each Party agrees and undertakes that it shall not reveal, and shall use its reasonable efforts to ensure that its and its Affiliates' respective directors, officers, managers, employees (including those on secondment), legal, financial and other professional advisors and bankers and, in the case of the Investor, its and its Affiliates' limited partners (collectively, "Representatives") to whom Confidential Information is made available do not reveal, to any third party any Confidential Information without the prior written consent of the Company or the concerned Party, as the case may be. The term "Confidential Information" as used in this Agreement means (i) any information concerning the organisation, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of the Company or any other Party to this Agreement or any of their respective Representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Effective Date); (ii) any information whatsoever concerning or relating to (1) any dispute or claim arising out of or in connection with this Agreement; or (2) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information.
- (b) Exceptions. The provisions of Clause 12 (a) above shall not apply to:
- (i) disclosure of Confidential Information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement;



disclosure by a Party to its Representatives, provided however, that such Representatives are bound by similar confidentiality obligations

- (ii) disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances or permissible by Law and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable laws or governmental regulations or judicial process or generally accepted accounting principles applicable to any Party;
- (iii) Confidential Information acquired independently by a Party from a third party source not obligated to the Party disclosing Confidential Information to keep such information confidential;
- (iv) Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Person disclosing such Confidential Information;
- (v) Disclosure in connection with the performance of obligations or the exercise of rights (including remedies) under this Agreement or the Charter Documents; and
- (vi) disclosure in the course of any negotiations with any Person with a view to Transferring any securities to such Person as part of a Transfer permitted under this Agreement, information in respect of the Company or any Subsidiary in so far as and to the extent necessary on a need to know basis that is necessary to permit such Person to evaluate the business of the Company or such Subsidiary; provided that such Person has executed a confidentiality agreement in such form as may be required by the Board.

13. TERM AND TERMINATION

- (a) Effective Date and Termination. Subject to Clause 13(b) below, this Agreement shall become effective on the Closing Date (the "Effective Date") and shall continue in effect until (i) terminated by consent of the Investor and the Promoters in writing or (ii) upon the Investor together with its Affiliates having an Ownership of less than 4%. Notwithstanding the foregoing, this Agreement, other than provisions dealing with Clause 4(f), Clauses 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), 6(l) and 6(m) (*Corporate Governance*), 7(h) (*Ethical Business Practices*), 7(k) (*US Taxes*) and Clause 7(l) (*VCOC Investor*) shall terminate upon an IPO, provided, however, that such termination of this Agreement shall, unless otherwise agreed to by the Parties, be without prejudice to the rights of any Party in respect of a material breach of this Agreement prior to such termination and provided further that the aforesaid provisions will survive termination if applicable law allows such survival after an IPO. Clauses 12, 13, 14, 15, 16, 17(d), 17(h) and 17(i) shall survive any termination of this Agreement.
- (b) Default Provisions. The Investor or the Promoters ("Non-Defaulting Shareholder") shall be entitled to terminate this Agreement by notice in writing ("Default Notice") to the Company and the Promoters or the Investor, as the case may be, if any of the events set out below shall occur in relation to the Promoters or the Investor as the case may be (the "Defaulting Shareholder"):
 - (i) an order is made or an effective resolution is passed, or analogous proceedings are taken and not dismissed or withdrawn within forty-five (45) Business Days, for the winding up of the Defaulting Shareholder;

- (ii) the Defaulting Shareholder makes a general assignment for the benefit of its creditors;
or
- (iii) the Defaulting Shareholder has a receiver or manager appointed over its shares or all or a substantial part of its undertaking or assets other than for the purposes of amalgamation or reorganisation not involving or arising out of insolvency provided that if an order appointing a receiver or manager is passed, the same has not been vacated within ninety (90) Business Days.

14. NOTICES

- (a) Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by facsimile, by personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address stated in the title of this Agreement or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other Parties)

To the Company:

Address : Emcure House, T-184 MIDC Bhosari, Pune 411026, India
Facsimile No : +91-20-27122289
Email : Kedar.Phadke@emcure.co.in
Attention : Company Secretary

To the Promoters:

Address : Emcure House, T-184 MIDC Bhosari, Pune 411026, India
Facsimile No : +91-20-27122289
Email : Satish@emcure.co.in
Attention : Mr. Satish Mehta

To the Investor:

Address : BC Investments IV Limited, Suite 110, 10th Floor Ebene Heights Building,
34 Ebene Cybercity, Ebene, Republic of Mauritius
Facsimile No : +230 468 1321
Email : cpang@baincapitalmauritius.mu
Attention : Christopher Pang

with copies to:

Address : Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022,
United States
Facsimile No : +1 212-446-6460
Email : srinivas.kaushik@kirkland.com
Attention : Srinivas Kaushik

and

Address : Kirkland & Ellis, 26th Floor, Gloucester Tower, The Landmark, 15 Queen's
Road, Central, Hong Kong
Facsimile No : +1 852-3761-3300
Email : pierre.arsenault@kirkland.com



Attention : Pierre Arsenault

Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 10 calendar days after posting; (ii) if given by personal delivery at the time of delivery; and (iii) if given or made by facsimile, upon receipt of a transmission report confirming dispatch.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without regard to applicable conflicts of Laws principles.

16. DISPUTE RESOLUTION

- (a) Arbitration. Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing ("**Dispute Notice**") of any Party to binding arbitration by a panel of 3 (three) arbitrators ("**the Arbitration Board**") in accordance with the arbitration rules of the Singapore International Arbitration Centre ("**SIAC Rules**") as in force at the time of the dispute. Within 21 (Twenty One) days after one Party has served a Dispute Notice, the Company and the Promoters shall collectively appoint 1(one) arbitrator and the Investor shall appoint 1 (one) arbitrator. The 2 (two) arbitrators so appointed shall appoint a third arbitrator within 7 (seven) days of the appointment of the last of the two arbitrators. All arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be in Singapore. The Parties would be entitled to seek interim relief from the courts of Singapore. The arbitrators shall decide any such dispute or claim strictly in accordance with the governing law specified in Clause 15. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- (b) Costs. The costs and expenses of the arbitration, including the fees of the arbitration and the Arbitration Board, shall be borne equally by the Promoters and the Company on the one hand and the Investor on the other and each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the Arbitration Board. The Arbitration Board would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- (c) Final and Binding. Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.

17. MISCELLANEOUS

- (a) Indemnity. The Company shall indemnify and hold harmless the Investor, trustees, managers, officers, directors and employees (individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively, "**Losses**") to which any Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by the Company or the Promoters; or (ii) the failure by the Company and/or the Promoters to fulfill any agreement, covenant or condition contained in this Agreement; or (iii) any claim or proceeding by any third party against the Company and/or the Promoters arising out of any act, deed or omission by the Company and/or the Promoter.

- (b) **No Partnership.** Neither the Investor and its Affiliates nor the Promoter, acting solely in its capacity as a shareholder, shall act as an agent of the Company or have any authority to act for or to bind the Company, except as authorised by the Board in accordance with the terms and conditions of this Agreement. Any such Person that takes any action or binds the Company in violation of this Clause 17(b) shall be solely responsible for, and shall indemnify the Company and each other Shareholder against, any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding) that the Company, or such other Person as the case may be, may at any time become subject to or liable for by reason of such violation.
- (c) **Time.** Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- (d) **Entire Agreement.** This Agreement, the attached Schedules and Exhibits shall contain the entire understanding of the Parties and shall be read in conjunction with each other and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Notwithstanding anything contained in the shareholders agreement dated August 3, 2006 among, *inter alia*, the Company, Blackstone and the Promoters as amended by the amendment agreement dated June 14, 2013 ("Existing SHA"), it is clarified that, the Investor does not acquire any rights under the Existing SHA, nor do the Company and/or the Promoters have any obligations towards the Investor under the Existing SHA.
- (e) **Waiver.** No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties hereto. No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- (f) **Independent Rights.** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- (g) **Discrepancies.** If there is any discrepancy between any provision of this Agreement and any provision of the Charter Documents or the charter documents of any Subsidiary, the provisions of this Agreement shall prevail, and the Parties shall ensure that the Charter Documents or the charter documents of the relevant Subsidiary, as the case may be, are promptly amended, to the extent permitted by applicable law, in order to conform with this Agreement.
- (h) **Specific Performance.** The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including a right for damages.



- (i) Non-Exclusive Remedies. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.
- (j) Severability. Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable the Parties shall endeavour to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.
- (k) No Assignment. This Agreement shall not be capable of assignment by the Company or the Promoters. The Investor and its Affiliates shall not be entitled to assign this Agreement, except that the Investor or its Affiliates may assign this Agreement or any rights hereunder (a) to its Affiliates; and (b) as specifically provided in Clause 2(j) (*Right to Transfer*) of this Agreement.
- (l) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- (m) Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- (n) Third Parties. This Agreement does not create any rights, claims or benefits to any Person that is not a Party hereto not create or establish any third party beneficiary hereto, other than pursuant to Clause 2(j).



IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written.




<p>For Emcure Pharmaceuticals Limited</p> <p></p> <hr/> <p>Designation: <i>Company Secretary</i> Name: <i>Kedar P. Phadke</i></p>	<p>For the Promoters</p> <p></p> <hr/> <p>Name: <i>Mr. Satish Mehta</i></p>
<p>For BC Investments IV Limited</p> <p></p> <hr/> <p>Designation: <i>DIRECTOR</i> Name: <i>XIE FEI PANG WONG LIN</i></p>	

EXHIBIT A
PROMOTERS

S. No.	Name of Promoters	No. of shares held	%shareholding
1.	MEHTA SATISH	17,625,937	38.98%
2.	THAPAR NAMITA	1,584,950	3.51%
3.	MEHTA SAMIT	3,336,130	7.38%
4.	MEHTA BHAVANA	2,284,390	5.05%
5.	MEHTA BHAVANA MEHTA SATISH	21,600	0.05%
6.	THAPAR VIKAS	93,750	0.21%
7.	MEHTA PUSHPA	1,074,413	2.38%
8.	MEHTA SUNIL	1,908,312	4.22%
9.	MEHTA SANJAY	2,955,779	6.54%
10.	MEHTA KAMINI	1,661,635	3.68%
11.	MEHTA SANJAY- MEHTA SONALI	820,481	1.81%
12.	MEHTA RUTAV MEHTA SUNIL	147,093	0.33%
13.	MEHTA KAIMINI MEHTA SUNIL	322,780	0.71%
14.	MEHTA SUNIL MEHTA KAIMINI	707,981	1.57%
15.	MEHTA PUSHPA MEHTA RAJNIKANT	9,600	0.02%
16.	MEHTA SONALI	691,530	1.53%
17.	MEHTA RUTAV (THRU MR. SUNIL MEHTA)	53,438	0.12%
18.	MEHTA SONALI MEHTA KAIMINI	195,430	0.43%
19.	MEHTA RUTAV MEHTA KAIMINI	74,025	0.16%
20.	MEHTA AVNI MEHTA SONALI	56,613	0.13%
21.	MEHTA ANVI (THRU MR. SANJAY MEHTA)	155,418	0.34%
22.	MEHTA MANNAN MEHTA SANJAY	275,000	0.61%
23.	MEHTA NEERAJ MEHTA SUNIL	275,000	0.61%



SCHEDULE 1

LIST OF COMPANY COMPETITORS

1. Teva group of companies
2. Sandoz group of companies
3. Mylan group of companies
4. Actavis (Watson) group of companies
5. Sagent group of companies
6. GSK group of companies
7. Roche group of companies
8. Pfizer group of companies
9. Sanofi group of companies
10. Novartis group of companies
11. Merck group of companies
12. Takeda group of companies
13. Astellas group of companies
14. Sinopharm group of companies
15. Hospira group of companies



Shareholders' Agreement.

4. Governing Law.

THIS DEED OF ADHERENCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA.

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

EMCURE PHARMACEUTICALS LIMITED

By: _____
Name:
Title:

[NAME OF NEW SHAREHOLDER]

By: _____
Name:
Title:



SCHEDULE 3

RESERVED MATTERS

- (a) Commence any new business (including research in relation to new chemical entities for regulated markets), not being in the nature of pharmaceuticals sales and marketing, contract manufacturing for final formulations and active pharmaceuticals ingredients, contract manufacturing for export markets for final formulations and active pharmaceuticals ingredients, which individually or in the aggregate, involves expenditures in excess of Rupees 1500 million in any two year period (not being treasury operations).;
- (b) Issue, allot, repurchase, redeem, alter, reorganize or retire Equity Securities convertible securities or options in respect of such Equity Securities, or any rights attached to such Equity Securities (including, for the avoidance of doubt, phantom equity or similar arrangements), or otherwise permit any change in the equity structure of the Company, any changes in class rights for securities, or undertake stock splits or stock consolidations, or (iii) modify or adopt any equity option plan except for the issuance of any additional Equity Securities of the Company approved for issuance pursuant to the Company Stock Option Plan;
- (c) Issue, allot, repurchase, redeem, alter, reorganize or retire Equity Securities convertible securities or options in respect of such Equity Securities, or any rights attached to such Equity Securities (including, for the avoidance of doubt, phantom equity or similar arrangements), or otherwise permit any change in the equity structure of any Subsidiary of the Company, any changes in class rights for securities, or undertake stock splits or stock consolidations, except for the existing Stock Appreciation Rights plan of Heritage Pharmaceuticals on their current terms;
- (d) Initiate or consummate (i) an IPO at any time prior to the expiry of 3 years from the Effective Date (other than a Promoter Secondary IPO) if such IPO would result or results in an aggregate valuation of all the Equity Securities of the Company held by the Investor and its Affiliates based on the lowest price of the price band of such IPO (assuming the Investor and its Affiliates have not acquired or Transferred any Equity Securities) that is less than the aggregate of the Investment Amount and an additional amount being the amount calculated on a compounded basis at the rate of 15 % per annum on the Investment Amount from the Effective Date until the consummation of the IPO or (ii) any public offering of Equity Securities of any Subsidiary;
- (e) Delist any Equity Securities of the Company or any Subsidiary on or from any stock exchange;
- (f) (i) Acquire assets (or any interest therein) (whether by way of acquisition of Equity Securities or interests in joint ventures, consortiums, partnerships or similar arrangements or pursuant to mergers and acquisitions, acquisition of assets or otherwise) or sell or otherwise dispose of any assets, other than in the ordinary course of its business where the amount involved (whether in cash or otherwise and including any Indebtedness assumed, incurred or disposed of), individually or in the aggregate for all such acquisitions and sales or other dispositions, over any two year period, does not exceed Rupees 1500 million, or (ii) incur any capital expenditure where the amount involved (whether in cash or otherwise), individually or in the aggregate, in any Financial Year, exceeds Rupees 1500 million;
- (g) Sell or otherwise dispose of any Equity Securities of any Subsidiary;
- (h) (i) Declare or pay any dividend or other distribution (whether in cash, securities, property or other assets) on any class of Equity Securities of the Company in excess of 35% of the net income of the Company for the pertaining period as provided in the audited accounts of the



Company, or (ii) declare or pay any dividend or other distribution (whether in cash, securities, property or other assets) on any class of Equity Securities of a Subsidiary in excess of 35% of the net income of the relevant Subsidiary for the pertaining period as provided in the audited accounts of the relevant Subsidiary;

- (i) Incur, issue or assume any Indebtedness if, on a pro forma basis immediately after giving effect thereto, the Company and its Subsidiaries (on a consolidated basis) would have a ratio of Net Indebtedness to EBITDA greater than 3 to 1;
- (j) Provide any loans or guarantees or extension of credit or security to any other Person (other than to Subsidiaries and *inter se* such Subsidiaries) in excess of an aggregate limit of INR 1500 million in any Financial Year.
- (k) Utilize the securities premium account of the Company for any purpose other than the buy-back of the Equity Shares held by the Investor together with its Affiliates;
- (l) Enter into an arrangement, contract or agreement with any Related Party(ies) or Affiliate(s) (other than a Subsidiary of the Company or arrangements *inter se* the Subsidiaries) which (i) has a value of more than Rupees 100 million in any financial year; or (ii) is not on an arms length basis, or (iii) would result in the aggregate value of all arrangements, contracts, or agreements with any Related Party(ies) exceeding Rupees 300 million in any financial year; provided that the Company may accept a deposit of upto INR 500 million from HM Sales Corporation, without the affirmative vote or prior consent of the Investor, on such costs and other terms and conditions which are no less favourable to the Company than those available on borrowings from banks and financial institutions;
- (m) Merge, amalgamate or consolidate the Company or any Subsidiary with any other entity;
- (n) Cause the Company or any Subsidiary to (1) commence any case, proceeding or other action (A) under any bankruptcy, insolvency or similar law seeking to have an order of relief entered with respect to it or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganisation, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or all or any substantial part of its property, (2) make a general assignment for the benefit of its creditors or (3) admit in writing its inability to pay its debts when they become due;
- (o) Dissolve, liquidate, reorganise or restructure the Company or any Subsidiary;
- (p) Amend any Charter Documents of the Company or the articles of association, the memorandum of association or the equivalent organizational documents of any Subsidiary;
- (q) Change the accounting standards or tax policies or practices employed by the Company or any Subsidiary;
- (r) Change the statutory or internal auditors of the Company or any Subsidiary;
- (s) Establish or set up any Person that is or would be a Subsidiary of the Company or any Subsidiary;
- (t) Cause or permit the Company or any Subsidiary to cease carrying on a material part of its business; and
- (u) The Company assuming any Liability in excess of Rupees 1500 million pursuant to any agreement, contract, arrangement, obligation under law or otherwise, other than in the



ordinary course of business;

- (v) Commence or settle any litigation, arbitration or administrative proceeding in which the Company or any Subsidiary is a plaintiff or defendant and the amount of the claims or settlement arising directly or indirectly out of the same cause of action is equal to or greater than Rupees 1500 million or where the Company or any Subsidiary assumes any material continuing obligation on itself;
- (w) Amend any material terms which would adversely impact the Company's or any Subsidiary's interest in any joint venture, consortium, partnership or similar arrangement with any other Person or any termination of such arrangements,
- (x) Amend or terminate the Anti-corruption Policy; and
- (y) Enter into any binding agreement to take any of the foregoing actions.

f





महाराष्ट्र MAHARASHTRA

● 2020 ●

AX 812691

अ्या कारणासाठी ज्यानी मुद्राक खरती केला त्यानी त्याच कारणासाठी मुद्राक
 खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.
 मुद्रांक विक्री नोंद वही अनु. क्रमांक : 7551 दि. 04/11/2020
 दरनाचा प्रकार : Agreement
 दस्त नोंदणी करणार आहे का ? होय/नाही
 मिळकतीचे वर्णन :
 मुद्रांक विकत घेणाऱ्याचे नांव पत्ता : EMCURE PHARMACEUTICALS LTD.
 Registered Office : Emcure House, प्रथम मुद्रांक लिपीक
 T 184, M.L.D.C., Bhosari, Pune-411 020. कोशागार मुणे करिता
 दुसऱ्या पक्षकाराचे नाव :
 मुद्रांक शुल्क रक्कम : 500/-
 हस्ते असल्यास त्यांचे नांव व पत्ता व सही : Mangesh Mahanubhav
 सेंट्रल ऑडर
 सौ प्रणाली प्र. भुमकर
 ७३, महेशनगर, पिंपरी, पुणे-४११०१६
 (ला.नं. 2201061)
 मो. 9890965419



AMENDMENT AGREEMENT

This **Amendment Agreement** (this “**Agreement**”) executed at Pune, India on this 9th day of November, 2020, by and amongst:

- (1) **EMCURE PHARMACEUTICALS LIMITED**, a public limited company established under the laws of India, having its registered office at Emcure House, T-184 MIDC Bhosari, Pune 411026 (hereinafter referred to as “**Company**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns);
- (2) **PERSONS LISTED IN SCHEDULE 1**, duly and validly represented by Mr. Satish Ramanlal Mehta, a Indian resident and son / daughter of Mr. Ramanlal Mehta on behalf of himself and all persons (being promoters of the Company are hereinafter collectively referred to as the “**Promoters**” and individually as a “**Promoter**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include their respective legal heirs, administrators, executors and permitted assigns); and
- (3) **BC INVESTMENTS IV LIMITED**, limited company established under the laws of Mauritius and having its registered office at c/o Bain Capital Mauritius, Suite 110, 10th Floor Ebene Heights Building, 34 Ebene Cybercity, Ebene, Republic of Mauritius (hereinafter referred to as “**Investor**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns).

The Company, the Promoters, and the Investor are sometimes hereinafter collectively referred to as the “**Parties**”, and each as a “**Party**”.

WHEREAS:

- A. The Company is a public unlisted company engaged, amongst others, in the business of developing, manufacturing and marketing a wide range of pharmaceutical products globally.
- B. The Parties entered into a Shareholders Agreement dated December 18, 2013 (“**SHA**”) for the purposes of recording the terms and conditions governing the relationship of the Parties and for certain matters relating to the management and operation of the Company and their mutual rights and obligations in respect thereto.
- C. The Parties have agreed to a revised understanding in respect of certain aspects of the SHA including an IPO (as defined in the SHA) and exit of the Investor. The Parties are now desirous of executing this Agreement, for recording the said mutual understanding in respect of the foregoing.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Definitions.

In this Agreement, unless repugnant to the meaning or context thereof, the following expressions have the meanings assigned to them hereunder:

“**Avet**” means Avet Lifesciences Limited, a public limited company established under the laws of India, having its registered office T-184 MIDC Bhosari, Pune 411026;

“**Effective Date 1**” has the meaning assigned to it in the Scheme;

“**Effective Date 2**” has the meaning assigned to it in the Scheme;

“**Long Stop Date**” means December 31, 2021;

“**NCLT**” means the National Company Law Tribunal, Mumbai Bench; and

“**Scheme**” means the composite scheme of arrangement between the Company and Avet and their respective shareholders, involving the transfer of the Demerged Undertaking (as defined in the Scheme) of the Company to Avet, as a going concern and the reduction of equity share capital held by the Identified Shareholders (as defined in the Scheme) in Avet, proposed to be filed with NCLT pursuant to the provisions of Sections 230-232 of the Act.

2. AMENDMENTS

2.1 In Clause 1(a) of the SHA, the definition of “Material Subsidiaries” shall be deleted in its entirety, and be replaced with the following definition:

“**Material Subsidiaries**” means any Subsidiary of the Company incorporated in or registered to conduct business in the United States and/ or in the European Union which has revenues in excess of US\$ 50 million (other than from sales made to Avet, or to the Company or to any other Subsidiary(ies) of the Company and/ or Avet) as per the audited financial statements of such Subsidiary relating to the financial year immediately preceding the financial year in which such determination is made;”

2.2 Clause 4(f) of the SHA be and is hereby replaced with the following clause:

“**Post-IPO Tag-Along Right.** Notwithstanding anything mentioned in Clause 4(a) to 4(e), the Investor shall not have a Tag-Along Right in respect of any Transfer or sale of Equity Securities of the Company by the Promoters and/ or their Affiliates anytime after the occurrence of an IPO and provided that such Transfer or sale of Equity Securities of the Company by the Promoters and/ or their Affiliates together with prior Transfers or sales in any given Financial Year do not exceed the following thresholds (“**Tag-along Threshold**”): (a) 1% of the Share Capital after commencement of listing and trading of Equity Securities of the Company; (b) 2% of the Share Capital after the first anniversary of commencement of listing and trading of Equity Securities of the Company; (c) 3% of the Share Capital after the second anniversary of commencement of listing and trading of Equity Securities of the Company; and (d) 4% of the Share Capital after the third anniversary of commencement of listing and trading of Equity Securities of the Company. If such Tag-along Threshold is exceeded in any given Financial Year, then the Tag-Along Right shall apply, unless such Equity Securities of the Company are sold in a public offering or on the

Stock Exchange so long as such sale is not a negotiated deal or a “block deal” (as defined in terms of the applicable circulars issued by SEBI).”

- 2.3 Clause 7(m) of the SHA be and is hereby replaced with the following clause:

“New Business

The Company shall refer all proposals pertaining to any new business, being a business which is not then being undertaken by the Company, Avet and/or their respective Subsidiaries and/ or does not fall within the Business of the Company, Avet and/or their respective Subsidiaries, to be undertaken by the Company and/or its Subsidiaries (including without limitation the business of diagnostics, operation of pharmacies, hospitals) to the Board for its approval.”

- 2.4 A new Clause 7(o) shall be inserted after Clause 7(m) of the SHA:

“Avet Indemnity

The Parties acknowledge that the Company has executed an Indemnification Deed dated November 9, 2020 with Avet (“**Indemnity Deed**”) pursuant to which Avet is required to indemnify and hold the Company harmless against any losses or claims suffered or incurred by the Company arising from the sale / distribution of pharmaceutical products in United States of America. The Company hereby undertakes that immediately upon becoming aware of a “Potential Claim” (as that term is defined under the Indemnity Deed), the Company shall, acting in good faith, take all such steps and actions as are necessary to give full and complete effect to the provisions of the Indemnity Deed. The Promoters and the Investor shall use good faith endeavours to do all such acts, deeds, matters and things as may be required for ensuring that the Company complies with its obligations hereunder.”

- 2.5 In the existing Clause 8(a), the following sentence “*The Parties agree that carrying on of existing business by Uth Beverage Factory Private Limited and its subsidiaries shall not be considered to be a breach of this Clause 8(a) so long as such entity does not expand its business scope from its business scope as of the date of this Agreement*”, shall stand replaced with the following sentence:

“The Parties agree that carrying on of: (A) existing business and the US Market Business by Avet; and (B) existing business by Uth Beverage Factory Private Limited and its subsidiaries, in each case, shall not be considered to be a breach of this Clause 8(a) so long as such entity does not expand its business scope from its business scope as of (i) the date of this Agreement in relation to Uth Beverage Factory Private Limited; and (ii) the Effective Date 1, in relation to Avet.”

- 2.6 The existing Clause 8(c) of the SHA be and is hereby deleted in its entirety and replaced with the following clause:

“Devotion of Time. Mr. Satish Mehta and the Executive Promoters (other than Mr. Samit Mehta) agree to devote at least 90% of their whole professional time and attention for the business of the Company, Avet and their respective Subsidiaries and shall not take up any executive position or executive responsibilities in any other entity; provided that nothing herein shall apply to Mr. Satish Mehta being a non-executive director of, a business or corporation belonging to his Affiliate as long as he does not actively participate in such business or in the affairs of such

entity. Mr. Samit Mehta agrees to devote at least 75% of his whole professional time and attention for the business of the Company, Avet and their respective Subsidiaries”

2.7 The existing Clause 9 (Initial Public Offering) of the SHA be and is hereby deleted in its entirety and replaced with the following clause:

“9 EXIT

(a) Initial Public Offering

(i) IPO Timelines

The Parties agree that the Company shall and the Promoters shall provide reasonable support to, and shall co-operate with the Company to make best endeavours to ensure that the IPO of the Company is completed in accordance with the timelines set out below:

(A) The Company shall make best endeavours to appoint a reputed category I merchant bank registered with the Securities and Exchange Board of India (“**SEBI**”) and all other advisors required for the IPO by January 31, 2021 but in any event appoint such merchant bank and all other advisors for the IPO by no later than February 28, 2021;

(B) Within (x) 15 (fifteen) days of the Effective Date 2, or (y) July 15, 2021, whichever is later, the Company shall make best endeavours to prepare and file a draft red herring prospectus for the IPO of the Company (“**DRHP**”) with SEBI; and

(C) Subject to receipt of necessary approvals from SEBI and the Stock Exchanges, the Company shall use good faith endeavours to complete the IPO by October 31, 2021 and in any event no later than December 31, 2021.

(ii) IPO Committee: Simultaneous with the approval of the Scheme by the Board, the Board shall also constitute a committee for execution and implementation of the IPO (“**IPO Committee**”), which shall comprise at least one representative of the Investor. The IPO Committee has only a recommendatory role and it may invite relevant participants as may be required from time to time.

(iii) Mode of the IPO: The Parties agree that the IPO of the Company shall mandatorily include an offer for sale of existing Equity Securities in which (A) the Investor shall have the right as well as the obligation to offer such number of Equity Securities of the Company which is equal to 1/3rd (one-third) of the Equity Securities held by it and/ or its Affiliates in the Company as of the date of filing of the red herring prospectus of the Company with SEBI for such IPO (“**Minimum Commitment**”); and (B) the Investor shall have the right but not the obligation to offer in such IPO its Equity Securities exceeding the Minimum Commitment up to all the Equity Securities then held by it in such IPO, provided that the right of the Investor to offer its Equity Securities exceeding the Minimum Commitment shall be subject to discussions with the merchant

bankers, underwriters and the Company on the size of the IPO. Any remaining Equity Securities that are required to be offered for purposes of the IPO as per the requirements of applicable Law, and as advised by the merchant bankers and underwriters for the IPO, shall be contributed either by way of a primary issuance by the Company and/or by way of an offer for sale by the Promoters, as determined by the Board, in consultation with the merchant bankers and underwriters for the IPO.

- (iv) Advisors to IPO. In consultation with the Investor, the Company shall retain reputed investment banks and underwriters to advise on the Company's options with respect to the IPO. The Company and the Promoters shall take all such steps, and extend all such co-operation to each other and the lead managers, underwriters and others as may be required for the purpose of expeditiously making and completing the IPO including (A) preparing and signing the relevant offer documents; (B) conducting road shows with adequate participation of senior management; (C) entering into appropriate and necessary agreements; (D) providing all necessary information and documents necessary to prepare the offer documents; (E) filing with appropriate regulatory authorities; and (F) obtaining any necessary regulatory or other approvals in relation to the IPO.

- (v) Other terms of the IPO:
 - (A) The Company shall, in good faith, consult with, on a non-binding basis, and involve the Investor in any material decision taken (including in the discussions with the lead managers) on matters relating to the IPO including, but without limitation, the price band for the IPO.
 - (B) The Investor shall provide all co-operation and assistance to the Promoters and the Company, as may be requested or necessary for the purpose of the IPO.
 - (C) All fees, costs and expenses in relation to the IPO (including without limitation, all registration, filing, qualification and similar fees and all printers, attorneys' and accounting fees and disbursements) shall be borne by the Company and all the selling shareholders (in such IPO) in proportion to the Equity Securities issued / offered by them in the IPO.
 - (D) Subject to applicable Law (including any statutory lock-in restrictions applicable to shares of a company), the Investor shall not be considered as "promoter" of the Company, nor shall any declaration or statement be made, either directly or indirectly, in the filings with regulatory or any Governmental Authority, offer documents or otherwise, which indicate or state that restrictions and obligations under applicable Laws applicable to a "promoter" apply to the Investor (including without limitation, any statutory lock-in restrictions applicable to shares held by a "promoter" with respect to any IPO). In the event that any Equity Securities of the Company are to be made subject to any lock-in in connection with any IPO, then the Promoters shall offer their Equity Securities towards such lock-in.

- (E) The Investor shall not be required to give any representation, warranty or indemnity whatsoever in connection with the IPO, other than as may be required by applicable Law or the IPO merchant banker or warranties that the Equity Securities, if any, offered for sale by the Investor in the IPO are free from encumbrances and that the Investor has good title to such Equity Securities.
- (F) If, pursuant to the provisions of applicable Law or the requirements / directions of any Governmental Authorities, including, any stock exchanges, all or any part of the provisions of this Agreement and/or the Charter Documents or any rights / privileges accorded to the Investor hereunder or thereunder are required to be, for the purposes of undertaking any IPO, amended / terminated / suspended, and if such IPO is not completed prior to March 31, 2022, or such other time period as shall be mutually agreed for this purpose by the Promoters and the Investor, then all such rights and privileges of the Investor shall be immediately revived and shall once again apply and all such amendment / termination / suspension shall be reversed with immediate effect.

(vi) Non-consummation of IPO: If the Effective Date 2 occurs on or prior to the Long Stop Date but the IPO and listing of the Equity Securities of the Company on the Stock Exchanges is not completed on or prior to March 31, 2022, then the Investor shall have the right by issuing a notice to the Promoters and the Company at any time thereafter (“**Private Sale Notice**”), to require the Promoters and the Company to conduct a Private Sale and the Promoters shall cause the Company to initiate and take all steps to complete a Private Sale in accordance with the terms of Clause 9(b) below.

(b) Private Sale:

- (i) Upon issuance of a Private Sale Notice in accordance with Clause 9(a)(vi), or Clause 9(c)(i)(B) or Clause 9(c)(ii) below, the Promoter and the Company shall take all steps to cause a Private Sale. A “**Private Sale**” means a transaction involving sale of all of the Equity Securities of the Company held by the Investor to a Third Party purchaser (“**Third Party Purchaser**”). The Parties agree that the Company and/ or the Promoters shall not be required to participate in the Private Sale.
- (ii) Any Third Party Purchaser purchasing the Equity Securities of the Investor shall deliver at such closing payment in full for such Equity Securities of the Investor.
- (iii) The Promoters and the Company shall be required to take all steps to complete the Private Sale within 6 (six) months of receipt of the Private Sale Notice by the Investor. The Investor shall provide all co-operation and assistance to the Promoters and the Company, as may be requested or necessary for the purpose of the Private Sale.
- (iv) All fees, costs and expenses in relation to the Private Sale (including without limitation, any stamp duty fees unless borne by the Third Party Purchaser) shall be borne by the Investor.

- (v) Without prejudice to the foregoing provisions, the Promoters and the Company hereby undertake to do all such acts, deeds, matters and things as may be customarily required from an existing shareholder including cooperating in the due diligence of the Company / Subsidiaries, and being present at meetings with the management of the Company, in connection with the exercise of rights by the Investor under this clause. Specifically, if the approval of the Promoter is required for any actions to be taken pursuant to exercise of rights by the Investor under this clause 9(b), notwithstanding anything to contrary, the Promoters shall vote in favour of any resolutions required for approving such action.
- (c) **Non-consummation of the Scheme:**
- (i) Notwithstanding anything contained in this Agreement, if the Effective Date 2 does not occur on or prior to the Long Stop Date, then the Investor shall have the right at any time after the Long Stop Date:
 - (A) to issue a notice to the Promoters and the Company (“**IPO Notice**”) requiring the Promoters and the Company to conduct an IPO, and the Promoters shall cause the Company to undertake all steps in respect of the IPO; or
 - (B) to issue Private Sale Notice requiring the Promoters and the Company to conduct a Private Sale and the Promoters shall cause the Company to initiate and take all steps to complete a Private Sale.
 - (ii) For avoidance of doubt, the Investor shall be entitled to issue either an IPO Notice or a Private Sale Notice. If the Investor elects to first issue an IPO Notice and the IPO and listing of the Equity Securities of the Company on the Stock Exchanges is not completed within 6 (six) months from the date of receipt of the IPO Notice (“**IPO Trigger Period**”), then the Investor shall have the right at any time after the IPO Trigger Period, to issue a Private Sale Notice requiring the Promoters and the Company to conduct a Private Sale and the Promoters shall cause the Company to initiate and complete a Private Sale within 6 (six) months from the date of receipt of the Private Sale Notice. If the Investor elects to first issue a Private Sale Notice as per Clause 9(c)(i) and the Private Sale is not completed within 6 (six) months from the date of receipt of the Private Sale Notice (“**Private Sale Period**”), then the Investor shall have the right at any time after the Private Sale Period, to issue an IPO Notice and the Promoters and the Company shall make best endeavours to conduct an IPO within 6 (six) months from the date of receipt of the IPO Notice.
- (d) The provisions of Clauses 9 (a) (i) to (v) shall apply *mutatis mutandis* to an IPO, except that (A) the Investor shall be obliged to sell at least 50% of the Equity Securities held by it and/ or its Affiliates in the Company as of the date of filing of the red herring prospectus of the Company with SEBI for such IPO, initiated pursuant to a notice issued by the Investor under this Clause 9 (c); and (B) the timelines specified in Clause 9 (a) (i) to (v) for an IPO shall not be applicable. The provisions of Clause 9(b) shall apply *mutatis mutandis* to Private Sale initiated pursuant to a notice issued by the Investor under this Clause 9 (c).

2.8 The existing Clause 11(b) of the SHA be and is hereby deleted in its entirety and replaced with the following clause:

“Each of the Persons set forth in Schedule 1 hereby represents, warrants and undertakes that Mr. Satish Mehta is hereby irrevocably appointed as agent and attorney-in-fact for each such persons set forth in Schedule 1; for and on behalf of such Persons, to execute and deliver this Agreement, agree and execute any amendments to the provisions of this Agreement, to give and receive notices and communications, to agree to negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to this Agreement, and to take exercise all rights of the Promoters. For the purposes of this Agreement all rights of the Promoters shall be exercised by Mr. Satish Mehta only and Mr. Satish Mehta shall be duly authorized to exercise such rights on behalf of each such Promoter. Mr. Satish Mehta shall be liable for all obligations of each Promoters pursuant to this Agreement”

2.9 In Clause 14(a) (Notices), the address of the Investor hereby stands revised to:

Address :BC Investments IV Limited, Suite 110, 10th Floor Ebene Heights Building,
34Ebene Cybercity, Ebene, Republic of Mauritius

Facsimile No : +230 468 1321

Email : nnunkoo@baincapitalmauritius.mu

Attention : Mr. Numesh Nunkoo

2.10 In Schedule 3 (Reserved Matters) of the SHA, the existing sub-clause (j) be and is hereby deleted in its entirety and replaced with the following clause:

“(j) Provide any loans or guarantees or extension of credit or security to any other Person (other than to Subsidiaries and *inter se* such Subsidiaries) in excess of an aggregate limit of INR 1500 million in any Financial Year, provided however, the affirmative vote or prior consent of the Investor shall be required without applying any limits for any loans or guarantees or extension of credit or security to Avet and/or any of its Subsidiaries (except for (i) any existing loans or guarantees or extension of credit or security provided by the Company to Avet Pharmaceuticals Inc.); and/ or (ii) any guarantee provided by the Company to Bank of Baroda pursuant to the assignment of the loan agreements (as existing as on the date of this Agreement) executed between Bank of Baroda and the Subsidiaries of the Company (which form part of the Demerged Undertaking (as defined in the Scheme)) to Avet in terms of the Scheme;”

2.11 In Schedule 3 (Reserved Matters) of the SHA, after sub-clause (x), new sub-clause (y) and (z) be and are hereby inserted as follows, and the existing sub-clause (y) be renumbered as (aa):

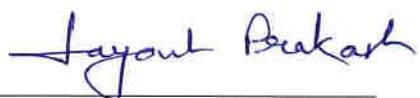
“(y) sale of any products by the Company or any Subsidiary, directly or indirectly, in United States of America, except sale of APIs and/or products manufactured under the CMO/CRO services to (i) Avet and/ or any of its Subsidiaries; and/ or (ii) any third party at an arm’s length price;”

“(z) Amend, modify or terminate the Indemnification Deed, and waive any rights thereunder; and”

3. GENERAL

- 3.1 Capitalised terms not defined in this Agreement shall have the meaning assigned to them in the SHA.
- 3.2 This Agreement shall be deemed to be a part of the SHA and any reference to the SHA shall be deemed to include a reference to this Agreement.
- 3.3 This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but together shall constitute one and the same instrument.
- 3.4 This Agreement shall modify the understanding set out in the SHA only to the limited extent set out herein and all other terms and conditions of the SHA shall continue to remain unaffected, valid and binding on the Parties.
- 3.5 The provisions of Clause 14 to Clause 17 of the SHA shall apply to this Agreement *mutatis mutandis*.
- 3.6 Each of the Parties repeat their respective representations and warranties set out in Clause 11 of the SHA as of the date of this Agreement.

For **EMCURE PHARMACEUTICALS LIMITED**

A handwritten signature in blue ink that reads "Jayant Prakash". The signature is written in a cursive style with a horizontal line underneath it.

Designation: Company Secretary

Name: Mr. Jayant Prakash

This signature page forms part of the Amendment Agreement dated November 9, 2020 to the Shareholders Agreement dated December 18, 2013 amongst Emcure Pharmaceuticals Limited, Persons Listed in Schedule 1 and BC Investments IV Limited.

For **PERSONS LISTED IN SCHEDULE 1(PROMOTERS)**



Designation:

Name: Mr Satish R. Mehta

This signature page forms part of the Amendment Agreement dated November 9, 2020 to the Shareholders Agreement dated December 18, 2013 amongst Emcure Pharmaceuticals Limited, Persons Listed in Schedule 1 and BC Investments IV Limited.

For **BC Investments IV Limited**



Designation: Director
Name: Numesh Nunkoo

This signature page forms part of the Amendment Agreement dated November 9, 2020 to the Shareholders Agreement dated December 18, 2013 amongst Emcure Pharmaceuticals Limited, Persons Listed In Schedule 1 and BC Investments IV Limited.

SCHEDULE 1 – PROMOTERS

Sr. No.	Name	Number of equity shares held	Shareholding (%)
1.	SATISH RAMANLAL MEHTA	75,749,248	41.88%
2.	NAMITA VIKAS THAPAR	6,339,800	3.51%
3.	SAMIT SATISH MEHTA	13,547,632	7.49%
4.	BHAVANA SATISH MEHTA	9,256,888	5.12%
5.	BHAVANA SATISH MEHTA SATISH RAMANLAL MEHTA	131,400	0.07%
6.	VIKAS MADAN THAPAR	375,000	0.21%
7.	PUSHPA RAJANIKANT MEHTA	4,336,052	2.40%
8.	SUNIL RAJANIKANT MEHTA	7,633,248	4.22%
9.	SANJAY RAJANIKANT MEHTA	11,823,116	6.54%
10.	KAMINI SUNIL MEHTA	6,646,540	3.68%
11.	SANJAY RAJANIKANT MEHTA SONALI SANJAY MEHTA	3,940,912	2.18%
12.	RUTAV SUNIL MEHTA SUNIL RAJANIKANT MEHTA	588,372	0.33%
13.	KAMINI SUNIL MEHTA SUNIL RAJANIKANT MEHTA	14,53,420	0.80%
14.	SUNIL RAJANIKANT MEHTA KAMINI SUNIL MEHTA	3,451,764	1.91%
15.	SONALI SANJAY MEHTA	2,766,120	1.53%
16.	RUTAV SUNIL MEHTA	213,752	0.12%
17.	SONALI SANJAY MEHTA SANJAY RAJANIKANT MEHTA	904,920	0.50%
18.	RUTAV SUNIL MEHTA KAMINI SUNIL MEHTA	296,100	0.16%
19.	ANVI SANJAY MEHTA SONALI SANJAY MEHTA	226,452	0.13%
20.	ANVI SANJAY MEHTA	621,672	0.34%
21.	MANAN SANJAY MEHTA SANJAY RAJANIKANT MEHTA	11,00,000	0.61%
22.	NIRAJ SUNIL MEHTA SUNIL RAJANIKANT MEHTA	11,00,000	0.61%
	TOTAL	152,502,408	84.32%

भारतीय गैर न्यायिक
भारत INDIA

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

CD 974732

म्ह्या कारणासाठी ज्यांनी मुद्रांक भरवा कला त्यांनी त्याच कारणासाठी मुद्रांक
बरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

मुद्रांक विक्री नोद वही अनु. क्रमांक : 26517 दि. 11-12-23

दस्ताचा प्रकार : Agreement

दस्त नोंदणी करणारा आहे का ? हो/नाही

मिळकतीचे व्यक्ति

मुद्रांक विक्री प्र. क्र. १०३

पत्ता

दुसऱ्या पक्षकऱ्या

मुद्रांक शुल्क रक्कम

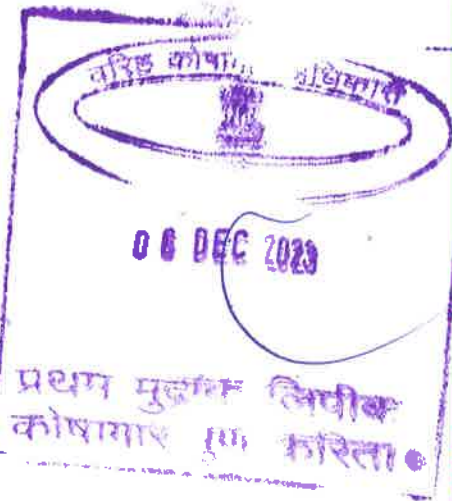
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सी प्रणाली प्र. भुमकर

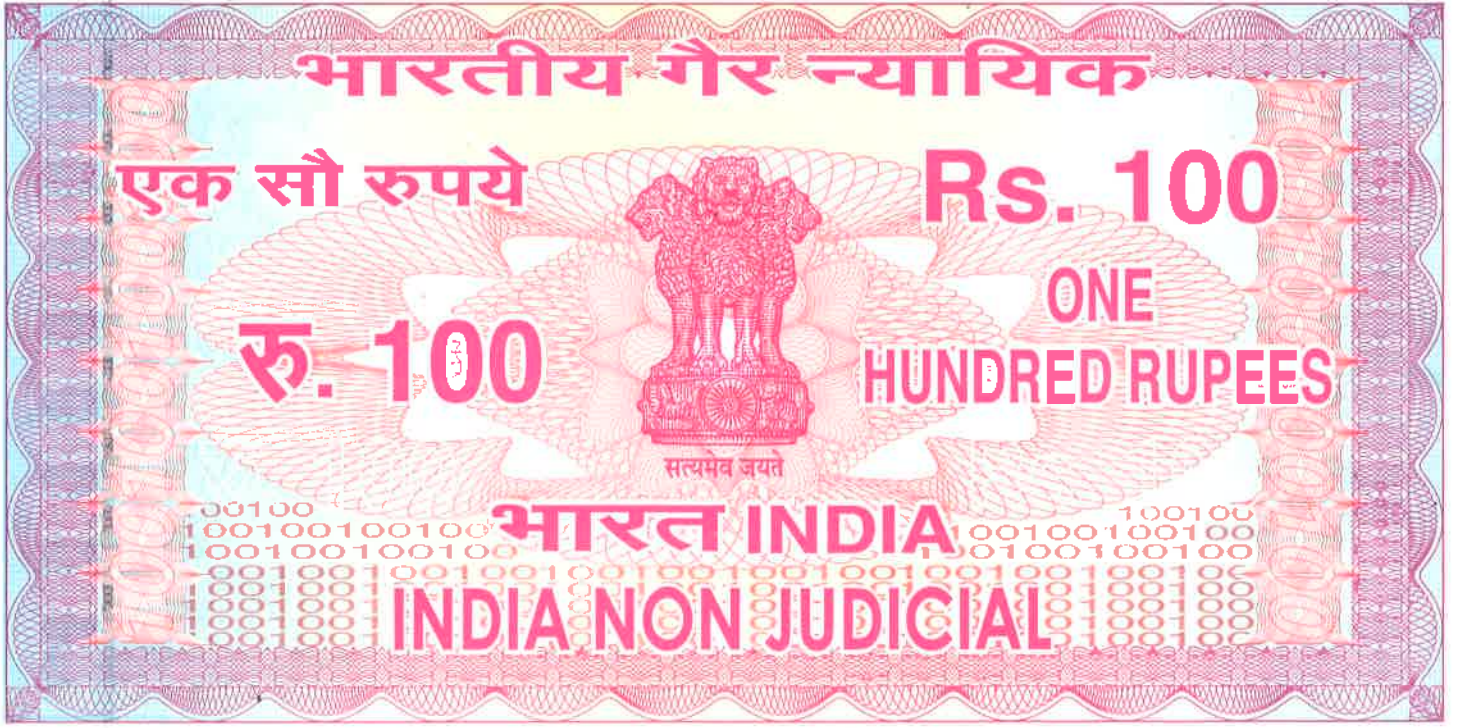
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(ला न 2201061)

५१ २४२११२६५१०



THE STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AND
WAIVER AGREEMENT DATED DECEMBER 11, 2023 ENTERED INTO AMONGST
THE PARTIES THERETO.



महाराष्ट्र MAHARASHTRA

2023

88AA 403041

कारणासाठी ज्यांनी मुद्रांक भरवा कला त्यांना त्याच कारणासाठी मुद्रांक

करावी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

मुद्रांक विक्री नोंद घेई अनु. क्रमांक : 2651F दि. 11-12-23

दस्तावा प्रकार : Agreement

दस्त बोंदणी करणारा आहे का ? होय

मिलकतीचे वर्गीत : EMCURE PHARMACEUTICALS LTD

मुद्रांक विक्रीचे पत्ता : Registered Office: Plot No. P-1 & P-2, IT-BT Park,

पत्ता : Phase-II, M.I.D.C., Hinjawadi, Pune - 411057.

दुसऱ्या पक्षाचा पत्ता :

मुद्रांक शुल्क स्वतः : 500 + 100 x 2 = 700

हस्त असल्यास त्यांचे नाव व पत्ता व सही :

सह्य नोंद
श्री प्रणाली प्र. भुमकर
७३ परशुराम, पिंपरी, पुणे-४११०१६
(ला न 2201061)
म ९४०१०६५२१९



06 DEC 2023

प्रथम मुद्रांक लिपीक कोषागार भुणे करिता

THE STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AND WAIVER AGREEMENT DATED DECEMBER 11, 2023 ENTERED INTO AMONGST THE PARTIES THERETO.

AMENDMENT AND WAIVER AGREEMENT DATED DECEMBER 11, 2023

TO

THE SHAREHOLDERS' AGREEMENT DATED DECEMBER 18, 2013

AMONG

EMCURE PHARMACEUTICALS LIMITED

AND

THE PERSONS SET OUT IN SCHEDULE 1

AND

BC INVESTMENTS IV LIMITED

AMENDMENT AND WAIVER AGREEMENT

This **AMENDMENT AND WAIVER AGREEMENT** (hereinafter the “**Amendment Agreement**”) is executed at Pune, India on December 11, 2023 (hereinafter the “**Execution Date**”), by and among:

- A. **EMCURE PHARMACEUTICALS LIMITED**, a public limited company established under the Laws of India, having its registered office at Plot No. P-1 & P-2, IT-BT Park, Phase-II, M.I.D.C., Hinjawadi, Pune 411 057, Maharashtra, India (hereinafter referred to as the “**Company**”, which expression shall, unless is repugnant to the context or meaning thereof, be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns);

AND

- B. **EACH OF THE PERSONS LISTED IN SCHEDULE 1**, duly and validly represented by Mr. Satish Ramanlal Mehta, an Indian resident, and son of Late Mr. Ramanlal Mehta on behalf of himself and all persons (being promoters of the Company are hereinafter collectively referred to as the “**Promoter Family Members**” and individually as “**Promoter Family Member**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, administrators executors and permitted assigns);

AND

- C. **BC INVESTMENTS IV LIMITED**, limited company established under the Laws of Mauritius and having its registered office at c/o Bain Capital Mauritius, Suite 110, 10th Floor Ebene Heights Building, 34 Ebene Cybercity, Ebene, Republic of Mauritius (hereinafter referred to as “**Investor**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns).

Each of the Company, the Promoter Family Members and the Investor are hereinafter collectively referred to as the “**Parties**”, and each as a “**Party**”.

WHEREAS:

- A. The Parties have entered into a Shareholders’ Agreement, dated December 18, 2013, as amended by an amendment agreement dated November 9, 2020 (hereinafter collectively, the “**Shareholders’ Agreement**”) to set out their *inter-se* rights and obligations in relation to the Company, and as shareholders of the Company.
- B. Pursuant to a resolution adopted by the board of directors of the Company (the “**Board**”) dated July 27, 2021 and the resolution adopted by the shareholders of the Company dated July 30, 2021, the Company had approved the initial public offering of its equity shares of ₹10 each (the “**Equity Shares**”) by way of a fresh issue of Equity Shares by the Company and an offer for sale of Equity Shares by certain existing shareholders of the Company, subject to necessary approvals, market conditions and applicable Law (“**2021 IPO**”). Accordingly, the Parties had entered into an amendment agreement dated July 27, 2021, (“**2021 Amendment Agreement**”) to amend certain terms of the Shareholders’ Agreement and waive certain rights and consent to certain matters under the Shareholders’ Agreement in relation to the 2021 IPO, pursuant to requirements of applicable Laws. In accordance with the provisions of the Securities and Exchange Board India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”), the Companies Act, 2013 and rules made thereunder (the “**Companies Act**”) and other applicable Laws, the Company had filed a draft red herring prospectus dated August 18, 2021 (“**2021 DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited (“**BSE**”) and the National Stock Exchange of India Limited (“**NSE**” and together with BSE, the “**Stock Exchanges**”). In accordance with Clause 5.1.3 of the 2021 Amendment Agreement, the 2021 Amendment Agreement stood automatically terminated since the Equity Shares were not admitted to listing and trading on the Stock Exchange(s) prior to March 31, 2022, and the Parties did not extend such date by mutual agreement in writing.
- C. Pursuant to a resolution adopted by the Board dated December 11, 2023, the Company, is proposing,

subject to necessary approvals and market conditions, to undertake an initial public offering of its Equity Shares. The IPO will comprise a primary issue (“**Fresh Issue**”) of Equity Shares of up to ₹8,000.00 million by the Company and/or an offer for sale of Equity Shares by certain existing shareholders (details of which are included in **Schedule 4** of this Amendment Agreement) which shall be subject to the Investor’s right in Clause 9(a)(iii) of the Shareholders Agreement (“**Offer for Sale**”, and such selling shareholders, “**Selling Shareholders**”) of the Company (and such offering, the “**IPO**”) in accordance with the Companies Act, the SEBI ICDR Regulations and other applicable Laws.

- D. In this regard, the Parties have now agreed to (i) amend certain terms of the Shareholders’ Agreement in terms of the provisions mentioned hereunder; (ii) waive certain rights and consent to certain matters under the Shareholders’ Agreement from the Execution Date until receipt of final listing and trading approval from each of BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) for the listing and trading of the Equity Shares pursuant to the IPO; and (iii) terminate the Shareholders’ Agreement, in the manner set out in this Amendment Agreement, on and from the date of Consummation of the IPO.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions. Unless otherwise defined herein, each capitalized term herein shall have the meaning ascribed to it in the Shareholders’ Agreement.
- 1.2. Interpretation. The rules of interpretation applicable to the Shareholders’ Agreement, as set out in Clause 1(b) of the Shareholders’ Agreement, shall apply *mutatis mutandis* to this Amendment Agreement.

2. CONSENTS AND WAIVERS

- 2.1. From the Execution Date until the expiry of the Term (*as defined hereafter*), unless otherwise stated, each Party (to the extent that such Party is entitled to rights under the relevant Clause) agrees to waive its rights under the following provisions of the Shareholders’ Agreement and the corresponding provisions of the Articles of Association:
- (i) The Parties hereby agree to waive the requirements under Clause 2 (Transfer of Equity Securities of the Company) of the Shareholders’ Agreement, in respect of any Equity Shares proposed to be sold by any Selling Shareholder in the Offer for Sale, as may be set out in the draft red herring prospectus, the red herring prospectus and the prospectus to effect such Offer for Sale in connection with the IPO.
 - (ii) The Parties hereby agree to waive the requirements under Clause 3 (Right of First Offer), Clause 4 (Tag Along Right) and Clause 5 (Pre-Emptive Rights) of the Shareholders’ Agreement, to the extent that the provisions of such clause shall not be required to be complied with in relation to the Equity Shares offered for sale and transfer by any Party pursuant to the Offer for Sale component of the IPO.
 - (iii) The Parties hereby agree to waive the requirements under Clause 6(e) of the Shareholders’ Agreement, such that the Company is required to ensure compliance with the corporate governance provisions under the Companies Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“**SEBI Listing Regulations**”).
- 2.2. Notwithstanding anything to the contrary contained in the Shareholders’ Agreement, each Party consents to the proposed IPO, including the transfer of the Equity Shares by the Selling Shareholders through the Offer for Sale and waives any restrictive provision under Shareholders’ Agreement (pertaining to transfer restrictions, pre-emptive rights, anti-dilution rights, or restrictions on encumbrance of Equity Shares held by the Promoter Family Members) as specifically covered in this

Amendment Agreement and the corresponding provisions of the Articles of Association of the Company with respect to any actions or steps required to be taken in connection with the IPO.

- 2.3. The Investor, in exercise of its rights under Clause 6(n) (Affirmative Voting Matters) of the Shareholders' Agreement, hereby agrees to provide its consent to the following items under Schedule 3 (Reserved Matters) (i) item (b) for issuance of Equity Shares in the IPO (including change in the equity structure pursuant to the IPO), as authorized by the resolution of the Board of the Company annexed herewith as **Schedule 3** of this Amendment Agreement; and (ii) item (p) for amendment of the Articles of Association in connection with the IPO, a copy of the amended Articles of Association annexed herewith as **Schedule 2** of this Amendment Agreement, to the extent that the provisions of such reserved matters are required to facilitate the IPO.
- 2.4. Each Party agrees to exercise its rights under Clause 7 (Covenants of the Company) and such other provisions of the Shareholders' Agreement in relation to sharing of and access to the information of the Company, in compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations of 2015, as amended ("**SEBI Insider Trading Regulations**"), and notwithstanding anything to the contrary in the Shareholders' Agreement, the Company shall not be obligated to provide to any Party information which the Company is prohibited from sharing under the SEBI Insider Trading Regulations and other applicable Law.
- 2.5. Notwithstanding any of the confidentiality obligations imposed on each Party under Clause 12 (*Confidentiality*) of the Shareholders' Agreement and the requirements under Clause 10 (*Announcements*) of the Shareholders' Agreement, each Party consents to the disclosure of the terms of the Shareholders' Agreement and this Amendment Agreement, in the draft red herring prospectus, the red herring prospectus, the prospectus and all other documents in relation to the IPO to the extent required under applicable Laws and/ or as necessary for the purposes of the IPO. Each Party consents to the filing of such copies of the Shareholders' Agreement and this Amendment Agreement, as may be required, along with a copy of the red herring prospectus and prospectus, with the SEBI, the RoC, the Stock Exchanges or any other regulatory/ statutory authority, in relation to the IPO, and to make available copies of the Shareholders' Agreement and this Amendment Agreement as material documents for inspection by public (including by hosting the aforesaid documents on the Company's website), to the extent required under applicable Laws and/or as necessary for the purposes of the IPO.
- 2.6. Any consent or waiver granted under this Amendment Agreement in respect of the relevant provisions of the Shareholders' Agreement shall also be deemed to be a consent or waiver under the corresponding provisions of the Articles of Association.

3. AMENDMENTS

- 3.1. The term "*Promoter*" appearing in the Shareholders' Agreement shall be substituted with "*Promoter Family Members*" at all places in the Shareholders' Agreement. For the sake of clarity, the persons mentioned in **Schedule 1** of this Amendment Agreement shall be collectively referred to as "*Promoter Family Members*" and singularly as "*Promoter Family Member*" for the purposes of the Shareholders' Agreement and this Amendment Agreement.
- 3.2. The term "*Identified Promoter*" appearing in the Shareholders' Agreement shall be substituted with "*Identified Promoter Family Members*" at all places in the Shareholders' Agreement, The definition of the term "*Identified Promoter*" shall stand deleted from Clause 1.1(a) (*Definitions and Interpretation*) of the Shareholders' Agreement and replaced with the following:

"Identified Promoter Family Members" shall mean certain Promoter Family Members, namely, Mr. Satish Mehta, Ms. Namita Thapar, Mr. Samit Mehta, Ms. Bhavna Mehta and Mr. Vikas Thapar.
- 3.3. The term "*Other Promoter*" appearing the Shareholders' Agreement shall be substituted with "*Other Promoter Family Members*" at all places in the Shareholders' Agreement and definition of the term "*Other Promoter*" shall stand deleted from Clause 1.1(a) (*Definitions and Interpretation*) of the Shareholders' Agreement and replaced with the following:

“Other Promoter Family Members” shall mean the Promoter Family Members other than the Identified Promoter Family Members.

- 3.4. The following definition shall be added in Clause 1.1(a) (*Definitions and Interpretation*) of the Shareholders’ Agreement:

“Consummation of the IPO” shall mean the receipt of final listing and trading approval from each of the Stock Exchanges for the listing and trading of the Equity Shares of the Company pursuant to the IPO.”

- 3.5. The term “Executive Promoter” appearing in Clause 8(a) of the Shareholders’ Agreement shall stand substituted with “Executive Promoter Family Member” at all places.

- 3.6. Clause 9(a)(i) shall stand deleted in its entirety and shall be replaced by the following:

“The Parties agree that the Company shall, and the Promoter Family Members shall provide reasonable support to, and shall co-operate with the Company to make best endeavours to ensure that the IPO of the Company is completed in accordance with the timelines set out below:

- (A) The Company shall make best endeavours to appoint a reputed category I merchant bank(s) registered with the Securities and Exchange Board of India (“SEBI”) and all other advisors required for the IPO by December 15, 2023 but in any event appoint such merchant bank and all other advisors for the IPO by no later than December 31, 2023;*
- (B) By December 31, 2023, the Company shall make best endeavours to prepare and file a draft red herring prospectus for the IPO of the Company (“DRHP”) with SEBI; and*
- (C) Subject to receipt of necessary approvals from SEBI and the Stock Exchanges, the Company shall use good faith endeavours to complete the IPO by June 30, 2024 and in any event no later than December 31, 2024.”*

- 3.7. Clause 9(a)(ii) shall stand deleted in its entirety and shall be replaced by the following:

“IPO Committee: The Board shall also constitute a committee for execution and implementation of the IPO (“IPO Committee”), which shall comprise at least one representative of the Investor. The IPO Committee shall have such powers as may be delegated to it by the Board in accordance with applicable Laws.”

- 3.8. Clause 9(a)(v)(C) of the Shareholders’ Agreement shall stand deleted in its entirety and shall be replaced by the following:

“Other than (a) listing fees which will be borne by the Company, and (b) fees and expenses in relation to the legal counsel to any shareholders selling Equity Shares of the Company held by them in the IPO (the “Selling Shareholders”) which shall be borne by the respective Selling Shareholders, all costs, charges, fees and expenses associated with and incurred in connection with the IPO, including issue advertising (except any advertisements constituting corporate communication not related to the IPO which shall be solely borne by the Company), printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of the IPO related agreement, registrar’s fees, fees to be paid to the merchant bankers, fees and expenses of legal counsel to the Company and the merchant bankers, fees and expenses of the auditors (to the extent not attributable to the IPO which shall be solely borne by the Company), fees to be paid to sponsor banks, self-certified syndicate banks (processing fees and selling commission), brokerage for syndicate members, commission to registered brokers, collecting depository participants and collecting registrar and share transfer agents, and payments to consultants, and advisors, shall be shared among the Company and the Selling Shareholders in proportion to the number of Equity Shares issued and allotted in IPO and sold by each of the Selling Shareholders through the IPO in accordance with and subject to applicable Law. In the event that the IPO is postponed or withdrawn or abandoned for any reason or the IPO is not successful or consummated, all costs and expenses with respect to the IPO which may have accrued up to the date of such postponement, withdrawal, abandonment or failure shall be borne by the Company and Selling Shareholders in proportion to the number of Equity Shares the Company has agreed to issue and allot and each of the Selling Shareholders have agreed to sell in

the IPO as will be disclosed in the draft red herring prospectus or the updated red herring prospectus to be filed by the Company in relation to the IPO, whichever is later, including but not limited to, the fees and expenses of the Managers and all legal counsel in relation to the IPO subject to (b) above. The manner and timing of payment of costs and expenses in relation to the IPO will be subject to applicable Laws and will be in accordance with the offer agreement and other transaction documents that will be entered into by and among the Company, the Selling Shareholders and the book running lead managers appointed in relation to the IPO.”

- 3.9. Clause 9(a)(v)(D) of the Shareholders’ Agreement shall stand deleted in its entirety and shall be replaced by the following:

“Subject to applicable Law (including any statutory lock-in restrictions applicable to shares of a company), the Investor shall not be considered as “promoter” of the Company, nor shall any declaration or statement be made, either directly or indirectly, in the filings with regulatory or any Governmental Authority, offer documents or otherwise, which indicate or state that restrictions and obligations under applicable Laws applicable to a “promoter” apply to the Investor (including without limitation, any statutory lock-in restrictions applicable to shares held by a “promoter” with respect to any IPO). Provided that, upon Consummation of the IPO, the entire pre-IPO share capital of the Company, including the Equity Shares held by Investor which are not offered/ sold in the offer for sale in the IPO, will be subject to lock-in, to the extent not covered under the exceptions provided under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, for a period as may be required under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.”

- 3.10. Under Clauses 9(a)(v)(F) of the Shareholders’ Agreement reference to ‘March 31, 2022’ shall be substituted with December 31, 2024.

- 3.11. Clause 9(a)(vi) of the Shareholders’ Agreement reference to ‘March 31, 2022’ shall be substituted with December 31, 2024.

- 3.12. Clause 9(d) of the Shareholders’ Agreement shall be re-numbered as Clause 9(c)(iii) of the Shareholders’ Agreement and shall be deleted in its entirety and shall be replaced by the following:

“The provisions of Clauses 9 (a) (i) to (v) shall apply mutatis mutandis to an IPO initiated pursuant to a notice issued by the Investor under this Clause 9 (c), except that (A) the Investor shall be obliged to sell at least 50% of the Equity Securities held by it and/ or its Affiliates in the Company as of the date of filing of the red herring prospectus of the Company with the RoC for such IPO; and (B) the timelines specified in Clause 9 (a) (i) to (v) for an IPO shall not be applicable. The provisions of Clause 9(b) shall apply mutatis mutandis to Private Sale initiated pursuant to a notice issued by the Investor under this Clause 9 (c).”

- 3.13. Clause 13(a) of the Shareholders’ Agreement shall stand deleted in its entirety and shall be replaced by the following:

*“13(a) Effective Date and Termination. Subject to Clause 13(b) below, this Agreement shall become effective on the Closing Date (“**Effective Date**”) and shall continue to remain in effect until the earlier of (i) being terminated by the consent of the Investor and the Promoter Family Members in writing; or (ii) the Investor together with its Affiliates having an Ownership of less than 4%; or (iii) on and with effect from the date on which the Equity Shares of the Company are admitted to listing and trading on the Stock Exchange(s) pursuant to the IPO, upon which this Agreement shall stand automatically terminated, without any further act or deed required on the part of any Party.*

Notwithstanding anything contained herein, at any time after the commencement of trading of Equity Shares on the Stock Exchanges and subject to applicable Law and receipt of approval of the shareholders of the Company by way of a special resolution after the Consummation of the IPO, as long as the Investor continues to hold at least 4% of the issued share capital of the Company on a fully diluted basis, the Investor shall have the right to nominate one nominee Director on the Board, and the Parties agree that this requirement shall survive the termination of this Agreement”

- 3.14. Under Clause 14 (Notices) of the Shareholders' Agreement, the details in relation to the Company shall be replaced with the following:

“To the Company:

Address : Plot No. P-1 & P-2, IT-BT Park, Phase-II, M.I.D.C., Hinjawadi, Pune 411 057, Maharashtra, India
Facsimile No. : +91 20 3507 0060
Email : Chetan.sharma@emcure.com
Attention : Company Secretary”

4. AMENDMENT OF THE ARTICLES OF ASSOCIATION

Prior to the filing of the draft red herring prospectus with SEBI, the Parties shall cause the Company to amend its Articles of Association, such that the Articles of Association be presented in 2 (two) parts, identified as Part I and Part II, of which Part I shall conform to requirements of applicable Law and directions provided by the SEBI and the Stock Exchanges, and Part II, which shall contain the extant Articles of Association. The proposed form of the Articles of Association as amended in accordance with this Clause 4 is attached hereto as **Schedule 2**. Both Parts I and II shall, unless the context otherwise requires, coexist with each other and in case of a conflict or inconsistency or contradiction or overlap between Part I of the Articles of Association and Part II of the Articles of Association, Part II of the Articles of Association, subject to applicable Law, over-ride and prevail over Part I of the Articles of Association until the date on which the updated draft red herring prospectus (to be filed with SEBI pursuant to receipt of its final observations on the draft red herring prospectus in accordance with Regulation 25(5) of the SEBI ICDR Regulations) is approved by the Board or a committee thereof (the **“UDRHP Approval Date”**). Subsequently, all provisions of Part II shall automatically, and without any further action by the Company or by the Shareholders, terminate and shall cease to have any force and effect on and from the UDRHP Approval Date.

5. TERM AND TERMINATION

- 5.1. This Amendment Agreement shall become effective and binding on the Parties on and from the Execution Date and shall continue in full force and effect until the earliest of any of the following events (**“Term”**) (such date, the **“Termination Date”**):
- 5.1.1. this Amendment Agreement being terminated by the mutual written agreement of all Parties;
- 5.1.2. with regard to any Shareholder who is party to this Amendment Agreement, upon such Shareholder, either directly or together with their respective Affiliates, ceasing to hold any Equity Shares in the Company; or
- 5.1.3. in the event that Consummation of the IPO does not occur on or prior to December 31, 2024, or such other extended date as mutually agreed to between the Parties in writing.
- 5.2. This Amendment Agreement shall, unless otherwise agreed to by the Parties in writing, stand automatically terminated on the Termination Date without any further action from and by any of the Parties.
- 5.3. This Amendment Agreement shall be co-terminus with the Shareholders' Agreement. The Shareholders' Agreement and any amendments thereto will be automatically terminated upon the Consummation of the IPO without any further action from and by any of the Parties.

6. EFFECT OF THIS AMENDMENT AGREEMENT

- 6.1. This Amendment Agreement, together with the Shareholders' Agreement, constitutes the entire agreement between the Parties with respect to the subject matter thereof. In the event of any ambiguity or discrepancy between the provisions of this Amendment Agreement and the Shareholders'

Agreement, the provisions of this Amendment Agreement shall prevail.

- 6.2. This Amendment Agreement shall form an integral part of the Shareholders' Agreement, and on and from the Execution Date, any reference to Shareholders' Agreement shall be construed to mean the Shareholders' Agreement, as amended by this Amendment Agreement.
- 6.3. Except to the extent specifically set out in this Amendment Agreement, all other terms of the Shareholders' Agreement shall remain unaltered and shall continue in full force and effect. Nothing herein shall affect or alter, in any manner whatsoever, the provisions of the Shareholders' Agreement, except as expressly amended by this Amendment Agreement.

7. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 7.1. Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes legal, valid and binding obligation on it, enforceable against it in accordance with the terms of the Amendment Agreement.
- 7.2. The execution and delivery by such Party of this Amendment Agreement and the performance by such Party of its obligations and the transactions contemplated hereunder have been duly authorised by all necessary corporate or other action of such Party.
- 7.3. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

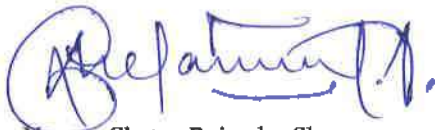
8. GENERAL PROVISIONS

- 8.1. Notwithstanding anything contained herein or in the Shareholders' Agreement, the promoters of the Company, under the Companies Act, the SEBI ICDR Regulations and other applicable Laws, are Satish Mehta and Sunil Mehta, as identified by the IPO Committee of the Board in its resolution dated December 24, 2021, and as will be disclosed in the draft red herring prospectus proposed to be filed by the Company with the SEBI and Stock Exchanges and the red herring prospectus and the prospectus proposed to be filed by the Company with the RoC and thereafter with SEBI and the Stock Exchanges, and such other persons as may be designated as 'promoters' of the Company in accordance with applicable Law. Further, any reference to "*Promoter Family Members*", "*Identified Promoter Family Members*", "*Other Promoter Family Members*", and "*Executive Promoter Family Member*" in the Shareholders' Agreement and this Amendment Agreement shall not be construed to mean promoters of the Company under the Companies Act, the SEBI ICDR Regulations, and other applicable Laws.
- 8.2. No changes or additions to, or modifications of this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 8.3. Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 8.4. The Parties hereby agree that the provisions of Clauses 1 (*Definitions and Interpretation*), 12 (*Confidentiality*), 14 (*Notices*), 15 (*Governing Law*) and 16 (*Dispute Resolution*) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement and are incorporated herein by reference.
- 8.5. Notwithstanding anything contained herein, Clauses 3.13 and 8.4 of this Amendment Agreement shall survive the termination of the Shareholders' Agreement and this Amendment Agreement.
- 8.6. This Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will 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 counterparts in person.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

EMCURE PHARMACEUTICALS LIMITED



Name: Chetan Rajendra Sharma

Designation: Company Secretary & Compliance Officer

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

For the Promoter Family Members

A handwritten signature in blue ink, appearing to be 'Satish Ramanlal Mehta', written over the text 'Signed and delivered by:'.

Signed and delivered by:

Name: Mr. Satish Ramanlal Mehta

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

BC INVESTMENTS IV LIMITED

A handwritten signature in blue ink, appearing to be 'Numesh Nunkoo', written over the company name.

Name: Numesh Nunkoo

Designation: Director

SCHEDULE 1

PROMOTER FAMILY MEMBERS

Sr. No.	Name	Number of Equity Shares held as on the date of this Amendment Agreement	Shareholding (%) as on the date of this Amendment Agreement
1.	SATISH RAMANLAL MEHTA	7,58,16,748	41.92%
2.	BHAVANA SATISH MEHTA	92,56,888	5.12%
3.	BHAVANA SATISH MEHTA SATISH RAMANLAL MEHTA	1,31,400	0.07%
4.	SAMIT SATISH MEHTA	1,35,47,632	7.49%
5.	NAMITA VIKAS THAPAR	63,39,800	3.51%
6.	VIKAS MADAN THAPAR	3,75,000	0.21%
7.	PUSHPA RAJNIKANT MEHTA	43,36,052	2.40%
8.	SUNIL RAJANIKANT MEHTA	22,67,172	1.25%
9.	SUNIL RAJANIKANT MEHTA KAMINI SUNIL MEHTA RUTAV SUNIL MEHTA	6,19,840	0.34%
10.	KAMINI SUNIL MEHTA	16,27,660	0.90%
11.	KAMINI SUNIL MEHTA SUNIL RAJANIKANT MEHTA RUTAV SUNIL MEHTA	1,62,300	0.09%
12.	SANJAY RAJANIKANT MEHTA	30,85,040	1.71%
13.	SANJAY RAJANIKANT MEHTA SONALI SANJAY MEHTA MEHTA MANAN SANJAY	6,58,988	0.36%
14.	SONALI SANJAY MEHTA	10,47,840	0.58%
15.	SONALI SANJAY MEHTA SANJAY RAJANIKANT MEHTA MANAN SANJAY MEHTA	1,23,200	0.07
16.	MANAN SANJAY MEHTA	11,00,000	0.61
17.	RUTAV SUNIL MEHTA	10,98,224	0.61%
18.	NIRAJ SUNIL MEHTA SUNIL RAJANIKANT MEHTA	11,00,000	0.61%
19.	ANVI SANJAY MEHTA	8,48,124	0.47%
TOTAL		12,35,41,908	67.70%

SCHEDULE 2

AGREED FORM OF ARTICLES OF ASSOCIATION

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SCHEDULE 3

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SCHEDULE 4

Offer for Sale in the IPO

Sr. No.	Name of the Selling Shareholder	Maximum Number of Equity Shares Offered in the IPO
1.	Satish Ramanlal Mehta	1,730,000
2.	Sunil Rajanikant Mehta (jointly with Kamini Sunil Mehta and Rutav Sunil Mehta)	40,000
3.	BC Investments IV Limited	7,234,085
4.	Namita Vikas Thapar	1,408,600
5.	Pushpa Rajnikant Mehta	1,150,000
6.	Bhavana Satish Mehta*	531,400
7.	Kamini Sunil Mehta	125,000
8.	Rutav Sunil Mehta	110,000
9.	Swati Hetalkumar Shah (jointly with Hetal Rasiklal Shah)	64,500
10.	Shaila Sharad Gujar	51,686
11.	Samit Satish Mehta	50,000
12.	Sanjay Rajanikant Mehta (jointly with Sonali Sanjay Mehta and Manan Sanjay Mehta)	40,000
13.	Jasvantlal Chandulal Shah	20,000
14.	Arunkumar Purushotamlal Khanna	300,000
15.	Berjis Minoo Desai	144,642
16.	Sonali Sanjay Mehta	125,000
17.	Manan Sanjay Mehta	110,000
18.	Prakash Kumar Guha	100,000
19.	Humayun Dhanrajgir (jointly with Jini Dhanrajgir)	92,570
20.	Shreekant Krushnaji Bapat (jointly with Alaka Shreekant Bapat)	75,000
21.	Smita Dilip Shah	66,000
22.	Vikas Madan Thapar	30,000
23.	Shriram Balasubramanian	25,000
24.	Usha Jashvantlal Shah	25,000
25.	Devalaji U (jointly with Himabindhu D)	17,356
26.	Hitesh Sohanlal Jain	13,000

*Includes Equity Shares held by Bhavana Satish Mehta (i)independently; and (ii) jointly with Satish Ramanlal Mehta, Bhavana Satish Mehta being the first holder.



महाराष्ट्र MAHARASHTRA

2023

CM 892235

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केल्या त्यांचा त्याच कारणासाठी मुद्रांक

खरेदी केल्यापासून हे महिन्यात वापरणे बंधनकारक आहे

मुद्रांक विक्री नोंद वही अनु. क्रमांक : 4300 दि. 31-05-2024

दस्ताचा प्रकार : Agreement

दस्त नोंदणी व आहे का ? होय/नाही

मिळकतीचे

मुद्रांक विकत घेतलेला : EMCURE PHARMACEUTICALS LTD.

Registered Office: Plot No. P-1 & P-2, IT-ET Park,
Phase-II, M.J.D.C., Hinjawadi, Pune - 411057.

पत्ता

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

500+100 x 2 = 700

इस्ते असल्यास त्यांचे नाव व पत्ता व राहती : Nitin Gada

[Signature]

स्टॅम्प वॉर्डर

श्री. पद्माली प्र. भुसकर

७३ बरडानगर, विघरी, पुणे - ४११०१६

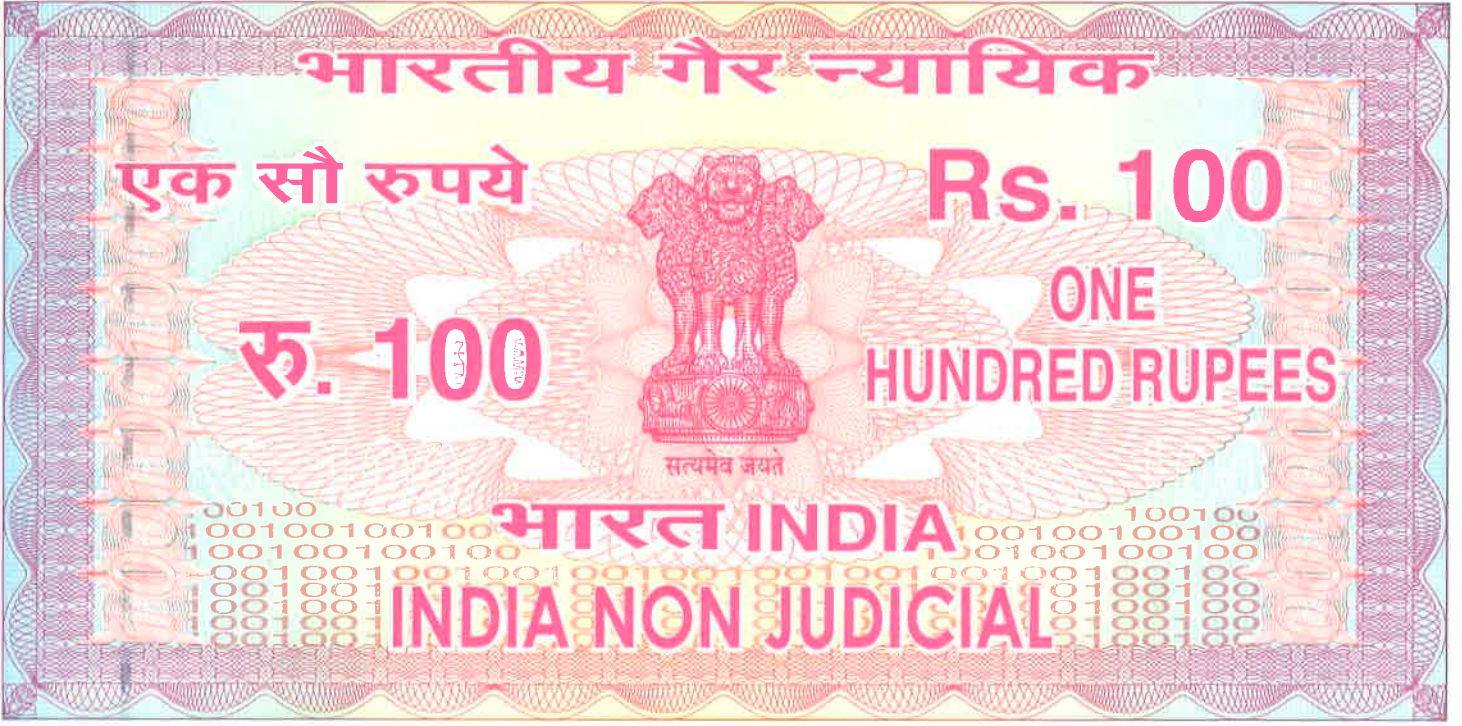
(सं. नं. 22010811)

वा. (AMC) 09/05/24

[Signature]



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AND WAIVER AGREEMENT DATED JUNE 18, 2024 ENTERED INTO AMONGST THE PARTIES THERETO.



महाराष्ट्र MAHARASHTRA

● 2024 ●

08AB 014311

भ्या कारणासाठी ज्यांनी मुद्रांक खरेदी केल्या त्यांचा त्याच कारणासाठी मुद्रांक

खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे

मुद्रांक विक्री लोड वही अनु. क्रमांक : 4300 दि. 31-05-24

दस्ताचा प्रकार

Agreement

दस्त नोंदणी करणे का ?

ले/जाही

मिळकतीचे

EMCURE PHARMACEUTICALS LTD.

27 MAY 2024

मुद्रांक विक्री

Registered Office: Plot No. P-1 & P-2, IT-BT Park,
Phase-II, M.I.D.C., Hinjawadi, Pune - 411057.

पत्ता

दुसऱ्या पक्षाकडून

मुद्रांक शुल्क रक्कम

500+100x2 = 700/-

हस्ते असल्यास त्याचे जाव व पत्ता व सही : Nitin Gada

स्टॅम्प कोड

सी. गणेशजी ए. भास्कर

७३, महेशानगर, फिरो, पुणे - ४११०१२

(ला. नं. 2201061)

वा. 98991985410



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AND WAIVER AGREEMENT DATED JUNE 18, 2024 ENTERED INTO AMONGST THE PARTIES THERETO.

SECOND AMENDMENT AND WAIVER AGREEMENT DATED JUNE 18, 2024

TO

THE SHAREHOLDERS' AGREEMENT DATED DECEMBER 18, 2013

AMONG

EMCURE PHARMACEUTICALS LIMITED

AND

THE PERSONS SET OUT IN SCHEDULE 1

AND

BC INVESTMENTS IV LIMITED

SECOND AMENDMENT AND WAIVER AGREEMENT

This **SECOND AMENDMENT AND WAIVER AGREEMENT** (hereinafter the “**Amendment Agreement**”) is executed at Pune, India on June 18, 2024 (hereinafter the “**Execution Date**”), by and among:

- A. **EMCURE PHARMACEUTICALS LIMITED**, a public limited company established under the Laws of India, having its registered office at Plot No. P-1 & P-2, IT-BT Park, Phase-II, M.I.D.C., Hinjawadi, Pune 411 057, Maharashtra, India (hereinafter referred to as the “**Company**”, which expression shall, unless is repugnant to the context or meaning thereof, be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns);

AND

- B. **EACH OF THE PERSONS LISTED IN SCHEDULE 1**, duly and validly represented by Mr. Satish Ramanlal Mehta, an Indian resident, and son of Late Mr. Ramanlal Mehta on behalf of himself and all persons (being promoters of the Company are hereinafter collectively referred to as the “**Promoter Family Members**” and individually as “**Promoter Family Member**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, administrators executors and permitted assigns);

AND

- C. **BC INVESTMENTS IV LIMITED**, limited company established under the Laws of Mauritius and having its registered office at c/o Bain Capital Mauritius, Suite 110, 10th Floor Ebene Heights Building, 34 Ebene Cybercity, Ebene, Republic of Mauritius (hereinafter referred to as “**Investor**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators and permitted assigns).

Each of the Company, the Promoter Family Members and the Investor are hereinafter collectively referred to as the “**Parties**”, and each as a “**Party**”.

WHEREAS:

- A. The Parties have entered into a Shareholders’ Agreement, dated December 18, 2013 (“**2013 Agreement**”), as amended by an amendment agreement dated November 9, 2020 (“**2020 Amendment Agreement**”) and amendment and waiver agreement dated December 11, 2023 (hereinafter collectively referred to as, the “**Shareholders’ Agreement**”) to set out their *inter-se* rights and obligations in relation to the Company, and as shareholders of the Company.
- B. Pursuant to a resolution adopted by the board of directors of the Company (“**Board**”) dated December 11, 2023, the Company, approved the IPO of its Equity Shares comprising a Fresh Issue of Equity Shares and an Offer for Sale by the certain existing Shareholders of the Company.
- C. The Company has filed a draft red herring prospectus dated December 16, 2023 (the “**Draft Red Herring Prospectus**”) and addendum to the Draft Red Herring Prospectus dated March 18, 2024, with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) in connection with the IPO in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations from SEBI and the Stock Exchanges, the Company proposes to file an updated draft red herring prospectus with SEBI, red herring prospectus and subsequently a prospectus with the Registrar of Companies, Maharashtra at Pune (“**RoC**”), SEBI and the Stock Exchanges, in accordance with the Companies Act, the SEBI ICDR Regulations and other applicable laws.
- D. Subsequent to filing of the Draft Red Herring Prospectus, the board of directors of the Company (the “**Board**”) pursuant to the resolution adopted by it on March 18, 2024, identified Namita Vikas Thapar and Samit Satish Mehta, in addition to Satish Ramanlal Mehta and Sunil Rajanikant Mehta, as the ‘Promoters’ of the Company, in accordance with Section 2(69)(a) of the Companies Act and Regulation 2(1)(oo)(i) of the SEBI ICDR Regulations.

- E. On account of correspondence with SEBI in connection with the observations issued by it dated January 11, 2024, and June 10, 2024 (“**SEBI Observations**”) read with the e-mail dated May 13, 2024 sent to SEBI and queries raised by National Stock Exchange of India Limited dated January 3, 2024, January 25, 2024 and February 9, 2024, the Parties have agreed to enter into this Amendment Agreement with an objective of reflecting the revised understanding between the Parties based on regulatory feedback.

NOW THEREFORE, in consideration of the foregoing, and 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 hereby agree to amend the terms of Shareholding Agreement as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions. Unless otherwise defined herein, each capitalized term herein shall have the meaning ascribed to it in the Shareholders’ Agreement.
- 1.2. Interpretation. The rules of interpretation applicable to the Shareholders’ Agreement, as set out in Clause 1(b) of the Shareholders’ Agreement, shall apply *mutatis mutandis* to this Amendment Agreement.

2. AMENDMENTS

- 2.1. Clause 9(a)(v)(A) of the Shareholders’ Agreement shall stand deleted in its entirety.
- 2.2. Clause 9(a)(v)(C) of the Shareholders’ Agreement shall stand deleted in its entirety and shall be replaced by the following:

*“Other than (a) listing fees which will be borne by the Company, and (b) fees and expenses in relation to the legal counsel to any shareholders selling Equity Shares of the Company held by them in the IPO (the “**Selling Shareholders**”) which shall be borne by the respective Selling Shareholders, all costs, charges, fees and expenses associated with and incurred in connection with the IPO, including issue advertising (except any advertisements constituting corporate communication not related to the IPO which shall be solely borne by the Company), printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of the IPO related agreement, registrar’s fees, fees to be paid to the merchant bankers, fees and expenses of legal counsel to the Company and the merchant bankers, fees and expenses of the auditors (to the extent not attributable to the IPO which shall be solely borne by the Company), fees to be paid to sponsor banks, self-certified syndicate banks (processing fees and selling commission), brokerage for syndicate members, commission to registered brokers, collecting depository participants and collecting registrar and share transfer agents, and payments to consultants, and advisors, shall be shared among the Company and the Selling Shareholders in proportion to the number of Equity Shares issued and allotted in IPO and sold by each of the Selling Shareholders through the IPO in accordance with and subject to applicable Law. Upon completion of the IPO, all IPO related expenses to be proportionately borne by the Selling Shareholders (including any reimbursements to the Company for payments made on behalf of the respective Selling Shareholders in relation to the IPO) and shall be deducted from the proceeds of the Offer for Sale, from the public offer account and the balance amount from the Offer for Sale will be paid to the Selling Shareholders. In the event that the IPO is postponed or withdrawn or abandoned for any reason or the IPO is not successful or consummated, all costs and expenses with respect to the IPO which may have accrued up to the date of such postponement, withdrawal, abandonment or failure shall be borne by the Company and Selling Shareholders in proportion to the number of Equity Shares the Company has agreed to issue and allot and each of the Selling Shareholders have agreed to sell in the IPO as will be disclosed in the draft red herring prospectus or the updated red herring prospectus to be filed by the Company in relation to the IPO, whichever is later, including but not limited to, the fees and expenses of the Managers and all legal counsel in relation to the IPO subject to (b) above. The manner and timing of payment of costs and expenses in relation to the IPO will be subject to applicable Laws and will be in accordance with the offer agreement and other transaction documents that will be entered into by and among the Company, the Selling Shareholders and the book running lead managers appointed in relation to the IPO.”*

- 2.3. Clause 13(a) of the Shareholders’ Agreement shall stand deleted in its entirety and shall be replaced by the following:

“Effective Date and Termination. Subject to Clause 13(b) below, this Agreement shall become effective on the Closing Date (“Effective Date”) and shall continue to remain in effect until the earlier of (i) being terminated by the consent of the Investor and the Promoter Family Members in writing; or (ii) the Investor together with its Affiliates having an Ownership of less than 4%; or (iii) on and with effect from the Consummation of the IPO, upon which this Agreement shall stand automatically terminated, without any further act or deed required on the part of any Party.

The Parties agree, in accordance with the directions of SEBI, to terminate all special rights available to the Investor and the Promoter Family Members in the Shareholders’ Agreement with effect from the date of filing of the updated draft red herring prospectus with SEBI by the Company in relation to its IPO, subject to Clauses 7(g), 7(h), 7(i), 7(k)(iii), 7(k)(iv), 8(a), 8(b), 8(d), 8(e), 12(a), of the 2013 Agreement and Clause 2.6 of the 2020 Amendment Agreement continuing to remain in force as part of the Shareholders’ Agreement. For clarity, Clauses 7(g), 7(h), 7(i), 7(k)(iii), 7(k)(iv), 8(a), 8(b), 8(d), 8(e), 12(a) of the 2013 Agreement and Clause 2.6 of the 2020 Amendment Agreement, shall not be terminated on the date of filing of the updated draft red herring prospectus with SEBI as the same will not tantamount to the Investor and / or the Promoter Family Members having special rights pursuant to the Shareholders’ Agreement.

Notwithstanding anything contained herein, after the Consummation of the IPO, the Company shall include an agenda, to provide a right to nominate one nominee Director by the Investor on the Board, in the first general meeting post listing and such right shall be subject to receipt of approval by way of a special resolution from the shareholders of the Company.”

- 2.4. Clause 8.1 of the amendment and waiver agreement dated December 11, 2023, shall stand deleted in its entirety and shall be replaced by the following:

“Notwithstanding anything contained herein or in the Shareholders’ Agreement, the promoters of the Company, under the Companies Act, the SEBI ICDR Regulations and other applicable Laws, are Satish Mehta and Sunil Mehta, as identified by the IPO committee of the Board in its resolution dated December 24, 2021, and as disclosed in the Draft Red Herring Prospectus and Namita Vikas Thapar and Samit Satish Mehta, as identified by the Board in its resolution dated March 18, 2024, and as disclosed in the addendum to the Draft Red Herring Prospectus filed by the Company with the SEBI and Stock Exchanges and as will be disclosed in the updated draft red herring prospectus proposed to be filed by Company with SEBI, red herring prospectus and the prospectus proposed to be filed by the Company with the RoC and thereafter with SEBI and the Stock Exchanges, and such other persons as may be designated as ‘promoters’ of the Company in accordance with applicable law. Further, any reference to “Promoter Family Members”, “Identified Promoter Family Members”, “Other Promoter Family Members”, and “Executive Promoter Family Member” in the Shareholders’ Agreement and this Amendment Agreement shall not be construed to mean promoters of the Company under the Companies Act, the SEBI ICDR Regulations, and other applicable Laws”

- 2.5. Schedule 4 of the amendment and waiver agreement dated December 11, 2023, shall be entirely substituted and replaced by the Schedule 2 of this Amendment Agreement.

- 2.6. Clause 8.5 of the amendment and waiver agreement dated December 11, 2023, shall stand deleted in its entirety.

3. TERM AND TERMINATION

- 3.1. This Amendment Agreement shall become effective and binding on the Parties on and from the Execution Date and shall continue in full force and effect until the earliest of any of the following events (“Term”) (such date, the “Termination Date”):

- 3.1.1. this Amendment Agreement being terminated by the mutual written agreement of all Parties;
- 3.1.2. with regard to any Shareholder who is party to this Amendment Agreement, upon such Shareholder, either directly or together with their respective Affiliates, ceasing to hold any Equity Shares in the Company; or
- 3.1.3. in the event that Consummation of the IPO does not occur on or prior to December 31, 2024, or

such other extended date as mutually agreed to between the Parties in writing.

- 3.2. This Amendment Agreement shall, unless otherwise agreed to by the Parties in writing, stand automatically terminated on the Termination Date without any further action from and by any of the Parties.
- 3.3. This Amendment Agreement shall be co-terminus with the Shareholders' Agreement. The Shareholders' Agreement and any amendments thereto will be automatically terminated upon the Consummation of the IPO without any further action from and by any of the Parties.

4. EFFECT OF THIS AMENDMENT AGREEMENT

- 4.1. This Amendment Agreement, together with the Shareholders' Agreement, constitutes the entire agreement between the Parties with respect to the subject matter thereof. In the event of any ambiguity or discrepancy between the provisions of this Amendment Agreement and the Shareholders' Agreement, the provisions of this Amendment Agreement shall prevail.
- 4.2. This Amendment Agreement shall form an integral part of the Shareholders' Agreement, and on and from the Execution Date, any reference to Shareholders' Agreement shall be construed to mean the Shareholders' Agreement, as amended by this Amendment Agreement.
- 4.3. Except to the extent specifically set out in this Amendment Agreement, all other terms of the Shareholders' Agreement shall remain unaltered and shall continue in full force and effect. Nothing herein shall affect or alter, in any manner whatsoever, the provisions of the Shareholders' Agreement, except as expressly amended by this Amendment Agreement.

5. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 5.1. Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes legal, valid and binding obligation on it, enforceable against it in accordance with the terms of the Amendment Agreement.
- 5.2. The execution and delivery by such Party of this Amendment Agreement and the performance by such Party of its obligations and the transactions contemplated hereunder have been duly authorised by all necessary corporate or other action of such Party.
- 5.3. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

6. GENERAL PROVISIONS

- 6.1. No changes or additions to, or modifications of this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 6.2. Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 6.3. The Parties hereby agree that the provisions of Clauses 1 (*Definitions and Interpretation*), 12 (*Confidentiality*), 14 (*Notices*), 15 (*Governing Law*) and 16 (*Dispute Resolution*) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement and are incorporated herein by reference.
- 6.4. Notwithstanding anything contained herein, Clauses 2.3., 6.3. and 6.4. of this Amendment Agreement shall survive the termination of the Shareholders' Agreement and this Amendment Agreement.
- 6.5. This Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will 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 counterparts in person.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

EMCURE PHARMACEUTICALS LIMITED



Name: Chetan Rajendra Sharma

Designation: Company Secretary & Compliance Officer

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

For the Promoter Family Members

A handwritten signature in blue ink, appearing to be 'S. R. Mehta', written over a faint rectangular box.

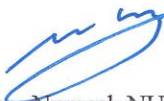
Signed and delivered by:

Name: Mr. Satish Ramanlal Mehta

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

BC INVESTMENTS IV LIMITED

A handwritten signature in blue ink, appearing to be 'Numesh Nunkoo', is written over the company name.

Name: Numesh NUNKOO

Designation: Director

SCHEDULE 1

PROMOTER FAMILY MEMBERS

Sr. No.	Name	Number of Equity Shares held as on the date of this Amendment Agreement	Shareholding (%) as on the date of this Amendment Agreement
1.	SATISH RAMANLAL MEHTA	7,58,16,748	41.85%
2.	BHAVANA SATISH MEHTA	92,56,888	5.11%
3.	BHAVANA SATISH MEHTA SATISH RAMANLAL MEHTA	1,31,400	0.07%
4.	SAMIT SATISH MEHTA	1,35,47,632	7.48%
5.	NAMITA VIKAS THAPAR	63,39,800	3.50%
6.	VIKAS MADAN THAPAR	6,75,000	0.37%
7.	PUSHPA RAJNIKANT MEHTA	43,36,052	2.39%
8.	SUNIL RAJANIKANT MEHTA	22,67,172	1.25%
9.	SUNIL RAJANIKANT MEHTA KAMINI SUNIL MEHTA RUTAV SUNIL MEHTA	6,19,840	0.34%
10.	KAMINI SUNIL MEHTA	16,27,660	0.90%
11.	KAMINI SUNIL MEHTA SUNIL RAJANIKANT MEHTA RUTAV SUNIL MEHTA	1,62,300	0.09%
12.	SANJAY RAJANIKANT MEHTA	30,85,040	1.70%
13.	SANJAY RAJANIKANT MEHTA SONALI SANJAY MEHTA MEHTA MANAN SANJAY	6,58,988	0.36%
14.	SONALI SANJAY MEHTA	10,47,840	0.58%
15.	SONALI SANJAY MEHTA SANJAY RAJANIKANT MEHTA MANAN SANJAY MEHTA	1,23,200	0.07%
16.	MANAN SANJAY MEHTA	11,00,000	0.61%
17.	RUTAV SUNIL MEHTA	10,98,224	0.61%
18.	NIRAJ SUNIL MEHTA SUNIL RAJANIKANT MEHTA	11,00,000	0.61%
19.	ANVI SANJAY MEHTA	8,48,124	0.47%
TOTAL		12,38,41,908	68.36%

SCHEDULE 2

Offer for Sale in the IPO

Sr. No.	Name of the Selling Shareholder	Maximum Number of Equity Shares Offered in the IPO
1.	Satish Ramanlal Mehta	420,000
2.	Sunil Rajanikant Mehta (jointly with Kamini Sunil Mehta and Rutav Sunil Mehta)	40,000
3.	BC Investments IV Limited	7,234,085
4.	Namita Vikas Thapar	1,268,600
5.	Pushpa Rajnikant Mehta	450,000
6.	Bhavana Satish Mehta*	471,400
7.	Kamini Sunil Mehta	125,000
8.	Rutav Sunil Mehta	110,000
9.	Swati Hetalkumar Shah (jointly with Hetal Rasiklal Shah)	64,500
10.	Shaila Sharad Gujar	51,686
11.	Samit Satish Mehta	10,000
12.	Sanjay Rajanikant Mehta (jointly with Sonali Sanjay Mehta and Manan Sanjay Mehta)	40,000
13.	Jashvantlal Chandulal Shah	20,000
14.	Arunkumar Purshotamlal Khanna	300,000
15.	Berjis Minoo Desai	144,642
16.	Sonali Sanjay Mehta	125,000
17.	Manan Sanjay Mehta	110,000
18.	Prakash Kumar Guha	100,000
19.	Jini Dhanrajgir	92,570
20.	Shreekant Krushnaji Bapat (jointly with Alaka Shreekant Bapat)	75,000
21.	Smita Dilip Shah	66,000
22.	Vikas Madan Thapar	30,000
23.	Shriram Balasubramanian	25,000
24.	Usha Jashvantlal Shah	25,000
25.	Devbalaji U (jointly with Himabindhu D)	17,356
26.	Hitesh Sohanlal Jain	13,000

*Includes Equity Shares held by Bhavana Satish Mehta (i)independently; and (ii) jointly with Satish Ramanlal Mehta, Bhavana Satish Mehta being the first holder.